



## PORT OF HOOD RIVER COMMISSION

### AGENDA

Tuesday, November 14, 2023

Port Conference Room

1000 E. Port Marina Drive, Hood River

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1. **Call to Order** – 1:00PM
    - a. Modifications, Additions to Agenda
  2. **Executive Session** – Recess Regular Session and go into Executive Session under ORS 192.660(2)(e) – Real Property Transactions
  3. **Fall Planning Work Session** – 1:30PM. Reconvene Public Session for the Fall Planning Work Session ([Page 3](#))
  4. **Consent Agenda**
    - a. Approve Minutes from the October 17, 2023 Regular Session ([Patty Rosas, Page 125](#))
    - b. Approve Purchase of Variable Message Sign in the Amount of \$21,150 ([Ryan Klapprich, Page 129](#))
    - c. Approve Amendment No. 11 to Contract with WSP for Engineering Services Related to Bridge Replacement ([Kevin Greenwood, Page 135](#))
    - d. Ratify Sublease Agreement between Ferment Brewing Company and Camp 1805 in the Jensen Building ([Greg Hagbery, Page 139](#))
    - e. Approve 2024 Marina Rules & Regulations Update ([Daryl Stafford, Page 145](#))
    - f. Approve Accounts Payable to Campbell Phillips in the Amount of \$3,075.50 ([Debbie Smith-Wagar, Page 173](#))
  5. **Informational Reports**
    - a. Bridge Replacement Project Update ([Michael Shannon, Page 175](#))
  6. **Presentations & Discussion Items** (None)
  7. **Executive Director Report** ([Kevin Greenwood, Verbal](#))
  8. **Commissioner, Committee Reports**
  9. **Action Items** (None)
  10. **Commission Call**
  11. **Confirmation of Commission Directives to Staff**
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12. **Executive Session** - ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees
  13. **Possible Action:** Approval of Executive Director employment amendment.
  14. **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.*

Port of Hood River  
**2023 Fall Planning Work Session**  
November 14, 2023; 1:30PM – 3:30PM  
1000 E. Port Marina Drive

**AGENDA**

- I. **Welcome & Introduction** (*Kristi Chapman, President*) (2 min.)
- II. **Meeting Overview** (*Kevin Greenwood, Executive Director*) (3 min.)
- III. **Mission and Vision Statement** (*Greenwood/Commissioner Bieker, Page 5*) (50 min.)
  - a. Review Mission and Vision statement from 2021 Strategic Business Plan
  - b. Review samples
  - c. Review “Themes/Objectives” from Spring Planning
  - d. Discuss Public Relations/Communications to support Mission (*Genevieve Scholl, Page 13*)
- IV. **Current Financial Overview** (*Debbie Smith-Wagar, Finance Director, Page 23*) (25 min.)
  - a. Review Port financial policies (*Page 25*)
  - b. New fund structure for FY24-25 (*Page 43*)
  - c. Framework for Capital Improvement Plan (*Page 45*)
- V. **Waterfront Parks & Recreation Sustainability** (*Greenwood, Page 53*) (15 min.)
  - a. Waterfront Parks and Recreation Funding Options
  - b. Waterfront Recreational Service Levels and Amenities (*Stafford, Page 55*)
  - c. Parking System Changes for 2024 (10 min). (*Scholl, Page 61*)
- VI. **Key Issues for FY 2023-24** (40 min.)
  - a. Lower Mill Financing Options (*Smith-Wagar, Greenwood, Page 65*)
  - b. New Administration Location (*Greenwood, Page 67*)
  - c. Lot 1 Improvements (*Greenwood, Page 71*)
  - d. South Apron Development (*Greg Hagbery, Page 81*)
  - e. Bridge Replacement Impacts (*Greenwood/Shannon, Page 85*)
  - f. Bridge Repairs/Maintenance (*Greenwood/Fox, Page 93*)
  - g. Employee Handbook Update (*Scholl, Page 117*)
- VII. **Other**

Adjourn Work Session and Return to Regular Session

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**November 14, 2023**  
**Fall Planning Session**

**Discussion Topic:**

Mission and Vision Setting

**Overview:**

Since the Spring election, there has been interest to review the Port's Mission and Vision statements and draft new statements that more closely align with the transition that the Port will be facing in the next few years.

With tolls for non-bridge related activities ceasing in June 2026, there has been a focus on making the Port's other asset areas self-sufficient. In addition, utilizing positive net income from business activities to cover governmental services such as the waterfront parks has been another theme.

It makes sense to look at the themes from prior planning session that have been used as guidance for Port activities and ensure that the Mission and Vision align with new reality facing the Port. Spring Planning was April 4, 2023. A separate sheet is attached from the spring summarizing those themes and objectives (*Exhibit 4*).

**Samples of Other Mission and/or Vision Statements:**

There are two other items included with this memo:

1. The Port's current Mission, Vision and Values statements from the 2021 Strategic Business Plan (*Exhibit 1*)
2. Samples from other Oregon Port districts as well as a few well-known international companies (*Exhibit 2*)

**Discussion:**

Time has been made at the top of the agenda to review the materials and for the Commission to draft a new Mission and/or Vision statement. Staff will have the whiteboard available to write down ideas and potentially develop a new statement.

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### 3. Vision, Mission, Values

At a work session in November 2019, the Port Commissioners confirmed the Organization's Vision, Mission and Values Statement:

- **Vision:** a statement of what the Port would to achieve, how it would like to operate, and how it would like to be viewed by the community.
- **Mission:** a simple, overarching statement of what the Port activities aim to achieve, consistent with the Vision.
- **Values:** as the Port strives for the vision by carrying out the mission, what will it consider and how will it behave? Values are principles that guide activities of the agency and the conduct of the Commission and staff.

The Commission concluded that the statements in the 2014 Plan addressing these topics still did a good job of capturing the Port's current intent. They allowed that the update process might suggest some amendments that they would consider, but that the language of the 2014 Plan was the place to start and may be sufficient without amendment.

Neither the public open house nor the public input survey (Feb 2021) revealed any strong opinions about changes to the Port's vision, mission, or values. In its creation of the draft Plan in Spring 2021, staff added language related to diversity, equity, and inclusion that the Commissioners discussed and adopted in the final language that follows.

#### 3.1 Vision

The Port works with the community to create an environment that promotes economic growth and vitality for all citizens. The Port establishes and maintains collaborative relationships with all stakeholders and promotes consensus to meet competing needs. It engages in prudent, cost-effective investments that achieve public objectives but maintain its long-term economic self-sufficiency. The Port is a high-performing organization - a model of best practices among special districts in Oregon - providing high quality services. The Port is efficient and careful with public resources to which it has been entrusted. The Port focuses its efforts on its district while collaborating with other entities in the Mid-Columbia region in recognition of the interdependence of communities in the area.

### 3.2 Mission

The Port of Hood River works to promote and maintain a healthy economy and strong quality of life in the Port District and throughout the Columbia Gorge.

### 3.3 Values

- **Integrity** - maintain a high level of professional standards
- **Responsiveness** - act in a timely way to all reasonable requests
- **Transparency** - ensure business is conducted openly, with public oversight
- **Collaboration** - actively participate with all stakeholders
- **Stewardship** - seek high standards of maintenance of the Port's assets and always consider the long-term public good
- **Innovation** - consider new approaches and best practices
- **Quality** - strive for excellence in all Port activities
- **Diversity** - be proactive, not reactive, in encouraging diversity, equity, and inclusion at all levels of Port activity: Commission, staff, volunteer boards, and public engagement

*The Port's waterfront property extends from the Hook to the west to the Port Offices and Bridge to the east*



## Exhibit 2

### SAMPLES OF OTHER MISSION, VISION STATEMENTS

#### STARBUCKS

Mission: to inspire and nurture the human spirit — one person, one cup, and one neighborhood at a time.

Vision: to establish Starbucks as the premier purveyor of the finest coffee in the world, while maintaining our uncompromising principles while we grow.

#### DISNEY

Mission: *to entertain, inform and inspire people around the globe through the power of unparalleled storytelling, reflecting the iconic brands, creative minds and innovative technologies that make ours the world's premier entertainment company.*

Vision: *to be one of the world's leading producers and providers of entertainment and information.*

#### PORT OF MORROW

Mission: The Port of Morrow is the region's economic development leader and works closely with businesses, organizations, and governments to create family wage jobs and provide key services. The Port maintains a positive business environment; develops and provides water sources and utility services; and continues to expand its role as a regional transportation hub by providing and expanding upon surface, water, and air transportation facilities. The Port is focused on maximizing the industrial development potential of the region while supporting community partners in addressing housing needs, commercial development, community services, and improvements that enhance the region's quality of life.

Vision: The Port of Morrow is the primary economic hub of eastern Oregon with operations supporting the movement of goods throughout regional, national, and international markets. Due to the development of the Columbia River Barge Terminal Project, the Port is considered one of the premiere upriver ports in the country. The Port's build-out of their Umatilla Army Depot property and the Airport Industrial Park, along with improvements made in existing business parks, provides a diverse range of businesses and services that solidifies the Port as financially sustainable and economically resilient. The Port has secured adequate water rights and has developed sustainable water reclamation facilities and strategies to meet existing and future demands. Local governments and other regional partners are supported by the Port in community development efforts and the expansion of local housing options. Tourism in the region continues to increase, anchored by the SAGE Center and convention space. Continued strategies for land acquisition and infrastructure development positions the Port to succeed beyond the 2040 benchmark

#### PORT OF NEWPORT

Mission: Provide and professionally manage waterfront facilities and services in collaboration with our community with the express purpose of retaining and creating business opportunities and increasing economic development for the Port and the community.

Vision: The Port of Newport will serve as the foremost Oregon coast port for the commercial fishing, recreational fishing and tourism, and marine research support. We will fully utilize the international terminal with fishing, waterborne commerce, and other uses. We will continue to protect and enhance the beauty and integrity of the natural environment, which is at the foundation of our working waterfront community.

#### PORT OF UMPQUA

Mission: The Port of Umpqua exists to maximize employment opportunities within its district through: } highest and best use of financial tools and assets; } increased operating revenue sources; } economic development to retain existing and create new jobs; and } protection and enhancement of the unique quality of place and life for our citizens.

Vision: The Port of Umpqua maintains and creates strategic partnerships to maximize business opportunities, useful facilities, and a quality working environment within its district.

#### PORT OF ST. HELENS

Mission: The Port of St. Helens mission is to: (1) Create and sustain jobs, (2) Diversify the regional economy, (3) Provide a strong financial return for the port district using marine, aviation, industrial, recreational, financial resources and staff, working with quality customers.

#### PORT OF CASCADE LOCKS

Vision: The Port of Cascade Locks, located in the Columbia River Gorge National Scenic Area, is a business-friendly engine for economic development. The Port is responsible for the creation of more than 500 jobs within the community of Cascade Locks in the last ten years. The Port's success is due largely to collaborative partnerships and grant funding for stable infrastructure. The industrial park is now served by a full interchange on Interstate-84. The Bridge of the Gods is well maintained, adequately funded, and serves as a regional economic resource. The Port's ongoing efforts have contributed to a vibrant downtown. The beautiful community of Cascade Locks has national recognition as one of the best places to live, work, and recreate.

Mission: The mission of the Port of Cascade Locks is to: • Operate in a fiscally prudent manner to ensure its continuity • Facilitate effective infrastructure and transportation solutions • Recruit new businesses to create family wage jobs and economic growth within the Port District and region • Create economic growth opportunities for existing businesses within the Port District • Enhance tourism and recreation for the Columbia River Gorge region • Provide leadership and create partnerships within the region for economic development • Utilize our natural resources

#### PORT OF THE DALLES

Mission: The Port is dedicated to supporting the creation, retention, expansion, and recruitment of businesses and jobs that will enhance the economy of the port district.

Vision: The Port will be a critical contributor to economic development in the region by continuing its successful public partnerships and private sector facilitation. In addition to industrial land development, the Port will explore new, fiscally responsible, employment-generating strategies that increase the wealth and well-being of the Port District.

#### PORT OF ASTORIA

Mission: The Port of Astoria seeks to generate economic growth and prosperity in a safe and environmentally responsible manner for its citizens through the creation of family wage jobs and prudent management of its assets.

Vision: While the Port's long-term vision is to be a significant contributor to the community's and state's economic development, and a catalyst for job and business creation, the Port is taking immediate near-term steps to fulfill this vision by: (1) Returning ongoing sustainability to the Port's finances (2) Addressing rehabilitation, ongoing maintenance and future replace of the Port's aging infrastructure (3) Increasing transparency of the Port's operations within the community and to State partners to foster public trust and credibility Improving communications between staff and the Port Commission to allow broader in-depth discussion prior to action on key Port decisions (4) Long term, the Port's Strategic Vision focuses on: Supporting Port businesses through maintaining deep-draft terminal capabilities, leveraging assets to support commercial fishing and cruise ships, and marketing of the Port's airport industrial property Evaluating opportunities for new business development based on their suitability to the Port's facilities, availability of utilities and transportation infrastructure, and industry trends/forecasts.

## **Exhibit 4**

### **Review of Commission Objectives and Themes:**

The Commission conducted a Brainstorming Session on November 15, 2022 and reviewed themes and goals at the April 4<sup>th</sup> Work Session. A list of themes was generated from the session, criteria developed for analyzing projects, and recommendations from staff on which projects had the highest priority and/or chance of success.

#### Themes from the April 4, 2023 Work Session

1. Consensus that the Port should continue to exist after the new bridge is operational.
2. Approach each cost center with the premise that there will be no longer be bridge toll revenue to support it.
3. Port should focus on projects that generate positive net income to make up the loss of toll revenue.
4. Keep and lease current port-owned property to generate revenue.
5. The net loss in revenue without tolls will certainly be over \$1M annually.
6. Set a goal of getting the airport revenue neutral in three years.
7. Incorporate solar or other green energy concepts into design.
8. Utilize \$1M grand funds for Lot 1 infrastructure development.
9. Study sites for determining best return.

#### Objectives for meeting those themes

1. Investigate zoning change possibilities.
2. Clarify limitations tied to previous grants and agreements.
3. Establish financial reports that track admin/overhead costs.
4. As new projects are identified, assess staffing needs in order to ensure success.
5. Determine what kind of cash reserves can be held to FAA funded airports.
6. Explore use of city lodging tax receipts to help pay for exhibition hall/indoor facility.
7. Evaluate charging practices to maximize market value for services.

### **Review of Sustainability Goals:**

Goal 1 – Procure Financial Software that will allow proper reporting

Goal 2 – More fully show true overhead/administrative costs

Goal 3 – Establish Goals for Staff; minimize additional ancillary workload that aren't specific to carrying out Commission Goals for sustainability.

Goal 4 – Pursue projects that will generate positive net income for the Port

Goal 5 – Pursue practices/projects that will decrease operational costs for the Port

Goal 6 – Pursue relationships and partnerships that could gain efficiencies in operating the Port's waterfront park and recreation facilities

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**November 14, 2023**  
**Fall Planning Session**

**Discussion Topic:**

Public Relations Contract Scope of Work for FY24-26

**Overview:**

Since much of the Port's success as an agency relies on the support and engagement of its constituents and customers the Commission has, on numerous occasions, discussed the desire to contract with a public relations firm to increase and enhance public awareness of Port-provided public services. As the Port enters into a period of major policy and business model changes, the time is right for an organizational rebrand and public awareness campaign to inform and engage the communities affected by the major operational shifts that will take place, and of its historic and current economic development initiatives.

While the Port works to meet the challenges of sustaining public recreational facilities and economic development activities without traditional public funding sources, it is increasingly important for Port constituents and the general public of the entire Columbia Gorge region to have access to clear and concise information on significant changes. More generally, public information campaigns developed to inform Port constituents of the role the Port plays within the broader community, the benefits of having a Port as a local government, and the Port Commission's desire for increased public engagement may also be desired.

Perennial negative views of the Port in the public realm will be difficult to overcome but some progress may be made with a transparent and fiscally responsible public relations plan. A public case must be made for the Port's historical investment of toll revenue in economic development that can clearly demonstrate the positive return on investment for the regional community not only in terms of job creation, but also direct and indirect economic effects of Port activities, output, value added production, and labor income. What have been the benefits of a locally-owned toll facility? For this reason, staff recommends the Commission consider contracting with ECONorthwest to provide a 10-year update to their 2013 study on the Economic Impacts of the Port of Hood River (proposal attached) to provide updated third-party verified statistics on the historical work of the Port.

Additionally, Port contributions (past and ongoing) to the bridge replacement project should be more broadly reported, with acknowledgement by influential public figures – especially those directly involved in the project. Negative sentiment and misinformation from trusted community leaders is harmful to this effort and could be a key component in shifting public opinion of the Port's work. How is the Port helping? Is the Port a valuable partner in the project? What public assets is the Port contributing to help achieve project completion by the 2030 goal?

Third, clear messaging of the low cost to property owners within the Port district with high value delivery of recreational facilities and amenities should be clearly communicated. Why is the property tax rate so low and should it change? How are recreational facilities currently funded and why are user fees like parking passes and event/concession fees important for sustaining our parks and open spaces?

Staff recommends the Commission engage in robust discussions on the Port's Mission, Vision, and Values Statements and work to develop clear key messages about the Port's future, how changes will affect Port operations and service levels, and how will Port approach its public responsibilities going forward. From this discussion, staff will develop a scope of work and a Request for Proposals for a two-year public relations firm contract, using the approach outlined in the attached outline.

**Key Questions:**

1. What are the Port's Mission, Vision, and Values statements now, and how do they differ from those stated in the 2023-2028 Strategic Plan. Should the Commission endeavor to make an amendment or update to the Plan in the next fiscal year?
2. Commission feedback is sought on the project scope of work approach outline (attached).
3. What are the key public messages the Commission wishes to convey in the next two years?
4. What other actions, or approaches would the Commission like to pursue?
5. How can the Port take advantage of the Hood River Bridge's centennial milestone to

## **APPROACH TO DEVELOPING FY23-25 PUBLIC RELATIONS SCOPE OF WORK**

1. Identify overall themes, confirm/clarify assumptions and key data points, develop key messages for each of the following contexts:
  - a. The New and Future Port – Mission, Vision, Values of the current Port Commission and how it sees the Port’s public role(s), functions, responsibilities, funding and overall business model.
  - b. Historical Narrative – Economic Development and Impact Since 1933, with special focus on regional impact of Port investment of toll revenue in development projects, including industrial, commercial, and recreational facilities and transportation improvements.
  - c. Current Operations, Projects, and Decision-Making processes
2. Determine best media, messaging, and delivery methods for all components of the key themes and develop project budgets based on these choices.
3. Determine contracts and in-house workplan necessary to add value to themes, data discovery and fact checks, development of key messages, collateral, and delivery methods.
4. Establish reasonable and transparently trackable budget for the project covering FY23-25.
5. Issue RFP(s) for contracted work, establish selection committee and award contract and notice to proceed.

## **THEME A – THE NEW AND FUTURE PORT**

1. New Mission, Vision, and Values statement from the current Port Commission
2. Change in the next three years – what changes will take place and how will they affect residents and visitors. Answer the question – where will all the money go? Where will it come from?
3. What is the future of the Port?
  - a. Use of tolls after June 2026
  - b. Recreational Facilities and Governmental Services
  - c. Economic Development and Job Creation
  - d. Airport
  - e. Marina
  - f. Environmental clean-up
  - g. Access to grants
  - h. Central Services, customer service – office relocation and public access changes
4. Bridge Centennial
  - a. Documentary film production
  - b. Celebration event December 6, 2024 - Historic vehicle parade crossing, pedestrian/bike bridge walk (?)
  - c. Public Art Commission (?)
5. Port support of Bridge Replacement Effort
  - a. The Port is no longer the lead on replacement, what is it doing to support the effort? Can it do more? What are the real impacts to the Port as a public agency and how will it continue to fulfill its roles in the community?

## **THEME B – HISTORICAL BACKGROUND**

1. Work to answer the question – “Where has all the money gone?” What has been the economic benefit to our community from local ownership of a toll bridge and investment in non-bridge development projects?
  - a. Economic Impact of the Port of Hood River, overall
  - b. Economic Development funding sources and expenditures pre-1950
  - c. Bridge purchase and capital upgrades and repair history since 1950
  - d. Port use of toll revenue for economic development – major projects
    - i. Why was job creation an important priority? Why is it no longer important? How has it been achieved, and how many jobs created? What current businesses and major employers have benefitted from Port economic development activities, direct and indirect?
    - ii. Specific building and and purchases and redevelopment – new businesses, expansion and retention of businesses, job creation and industry cluster support
    - iii. Economic Impact of the Port of Hood River 10-Year update to 2013 Plan + Oregon and Washington State Economic Indicators – Hood River County net importer of workers statistics (how has Port economic development activity supported working families outside of the Port district territory?)
    - iv. Diamond Fruit Complex, Union Building, Hood River Waterfront Development, John Weber Business Park, Lower Mill Redevelopment
  - e. Environmental clean-up and redevelopment
  - f. Mixed-Use Waterfront Development – water’s edge recreational uses, driving upland Industrial Development. Retail store fronts/restaurants supporting industrial business growth and resiliency (brewery/distillery/windports)
  - g. Airport
  - h. Marina
  - i. Real people stories – Tenant Profiles, User Profiles, Historical Key Decision-Maker Profiles, Commissioners, Employees, Volunteers

## **THEME – CURRENT STATE OF THE PORT**

1. Answer the questions – “Where does all the money go now? And, what are the immediate and near-term changes the Port is making now to meet the goal of June 30, 2026?”
  - a. Port Revenue and Expenditures – sources of revenue and the role of property taxes versus toll revenue, plan from now to June 30 2026. How will we pay for all that the Port does?
  - b. Port property tax rate, why it’s so low, average household tax payment in 2022, what it can fund, challenges/need to increase, other potential tax revenue sources of funding like HRVPRD, TRT, Urban Renewal
  - c. Bridge - Current cost of operations, repair, CIP Plan for current bridge separate from replacement
    - i. Major repair projects planned for the next 1-2 years
    - ii. Welding, Miscellaneous Steel Repairs, Spot Painting, Other

- iii. Underwater Repairs
  - d. Current support of HRWSBA – who are they and what to the funds pay for now and in the future? What is the relationship with the Port? How can the public be engaged in the process?
  - e. Current economic development and environmental clean-up/mitigation/remediation projects.
  - f. PARKS – who pays for waterfront parks and what does it cost to keep them safe, pleasant, and usable for residents and visitors alike and what are the challenges of serving diverse user groups in such a compact area?
- 2. Operations – Public Information needed for the day-to-day operations of the Port
  - a. Parking – rates, hours, rules, payment methods, zones, enforcement
  - b. Tolling and Breezeby
  - c. Bridge Closures and Traffic Alerts – notifications, reminders, real time updates
  - d. Public meetings and the public input process (Board and committees)
  - e. Elections – how is the public engaged in the decision making process
  - f. Marina Moorage and Boat Launch, Clean Marina, Fueling, Safety, Rules, Parking, Boathouse phase-out
  - g. Public Safety – Marine Deputy, Waterfront Safety Issues and Warnings, Port Security Patrol, Bad Weather/Hazard mitigation, PIO function
  - h. Customer communications – billings, rate increase notifications, lease renewal/terminations, facilities maintenance and repair requests, safety and security,

**CONTRACTS, STAFF RECOMMENDED BUDGET LIMITS**

1. Public relations firm - \$60-80K
2. Economic Impact Study Update - \$35K
3. Documentarian/Videographer - \$25-50K
4. Public Art/Informational installations - TBD

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DATE: October 23<sup>th</sup>, 2023  
TO: Genevieve Scholl, Kevin Greenwood, Port of Hood River  
FROM: Chris Blakney, Natalie Walker; ECONorthwest  
SUBJECT: Economic Impact Analysis of the Port of Hood River

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## Project Understanding

The Port of Hood River contacted ECONorthwest to conduct an update to the economic impact analysis completed in 2013. During that time, the Port was in the process of updating its strategic business plan and sought more information about past and current performance, as well as potential opportunities and future conditions, to ultimately answer: “How do our actions make a difference?”. Over the past ten years, economic and social conditions, and Port operations have changed; demanding a new understanding of the *impact* of the organization on the local economy and community.

Similar to the 2013 report, the approach we propose is one that focuses on Port activities that contribute to direct economic activity. These include several categories of economic activity that the Port engages in or otherwise supports: Business Development (land, buildings, businesses), Public Facilities (transportation [bridge, airport, marina], recreation), and Programs (e.g., for economic development and community enhancement).

To answer the question at hand, we analyze impacts from a “with and without” perspective. The question about the economic impacts of the Port of Hood River is simultaneously a question about the economic impacts of not having the Port in operations, demonstrating the importance of Port operations to the regional economy. That perspective gives insight into how the economy would respond to the loss of the Port’s influence and other benefits that might otherwise be overlooked.

In a technical sense, our approach is consistent with the 2013 effort and utilizes IMPLAN, an input-output model that calculates economic impacts using well-known and robust data sources for its calculations. IMPLAN utilizes data from the U.S. Economic Census, U.S. Bureau of Labor Statistics, the Internal Revenue Service, and other government statistical sources to approximate how, from where, and on what products and services each local industry spends money. IMPLAN estimates the number of employees associated with changes in production levels, their wages and benefits, the number of self-employed proprietors, and their incomes. IMPLAN is an accounting tool that allows analyst to trace the extended impacts of any initial economic activity.

We will present the results of our report using three main types of economic effects: direct, indirect, and induced effects. The three types of economic impacts are measured in terms of output, labor income, and employment resulting from spending in the study area:

- **Direct economic effects.** A direct effect results from expenditures related to education, research, and recruitment facilities operations. The direct effects will be derived from data supplied by Oregon Tech.
- **Indirect effects.** An indirect effect is an impact that occurs due to the interaction between businesses. For example, when a supplier to Oregon Tech purchases additional goods and services, that spending leads to additional rounds of indirect impacts, and are often referred to as *supply-chain* effects.
- **Induced effects.** An induced effect arises from changing purchasing power in the economy, thereby inducing further spending by households and are often referred to as *consumption-driven* effects.

Additionally, we will measure economic effects in terms of output, value added, labor income, and employment resulting from spending in the study area:

- **Output** represents the value of all goods and services produced from an event and is the broadest measure of economic activity. It is equivalent to the gross revenue of an organization.
- **Value Added** consists of output minus the value of intermediate consumption; it is a measure of the contribution to gross state product (GSP) made by an individual producer, industry, or sector.
- **Labor Income** consists of employee compensation and proprietor income, is a subset of output. This includes workers' wages and salaries, as well as other benefits such as health, disability, and life insurance, retirement payments, and non-cash compensation.
- **Jobs** are measured in terms of full-year-equivalents (FYE). One FYE job equals work over twelve months in an industry (this is the same definition used by the federal government's Bureau of Economic Analysis).

## Work Plan

### Task 1. Kick-Off Meeting

The first step in this project is a project kickoff meeting with the full project and client team. At a kick-off meeting, ECO and the Port team will clarify project objectives, discuss the proposed process and timing, review the formal data request, identify existing information and research, and refine the work plan. Based on that meeting ECO prepare a refined scope of work (for Task 2) and report outline (for Task 3).

We see Task 1 as critical for getting a better and mutual understanding of purposes, audiences, data, methods, potential pitfalls (technical and political), outcomes, and products consistent with achieving those outcomes.

*Budget:* \$5,000

*Timeline:* Within 2-3 weeks of contract execution



*Deliverable:* Summary of kickoff meeting, next steps, and revised workplan if needed

## Task 2. Data Collection and Analysis

The bulk of the technical work and project effort occurs in this task. ECO will utilize publicly available data and reports as well as interviews with relevant stakeholders to characterize the Hood River economy. Data and reports about Port activities will be utilized to create an evidence-based picture of the Port's contribution to the regional economy of the Hood River area.

The results from IMPLAN analyses rely on the accuracy of the data and assumptions that are utilized to construct the model, rendering proper data collection crucial to the analysis. Data regarding the direct economic activity at the Port and the connections between those activities and the existence of the Port will be collected and analyzed to measure the full range of economic impacts associated with the Port. In other words, the analysis must fully characterize port and business operations (revenues, employment, income, etc.) and the impact of those business operations on the regional economy and community.

*Budget:* \$30,000

*Timeline:* Within 1-2 months of complete receipt of data

*Deliverable:* Data and analysis to support draft and final deliverables

## Task 3. Draft and Final Deliverable

In this task, we summarize and present the research conducted in Task 2 into a project report. The document will be understandable to targeted audiences. The main report will be relatively short (~20 pages), presented with an executive summary and supported by technical material in appendices. ECO will provide Port staff with a draft deliverable for review. Draft materials will be provided with enough time to ensure two rounds of review. ECO can provide presentation materials and staff available for specified presentations to relevant stakeholders.

*Budget:* \$5,000 - \$7,000

*Timeline:* To be completed by end of March, 2024

*Deliverable:* Draft reports, final report, presentation (if desired)

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## **FALL PLANNING, NOVEMBER 14, 2023**

### **Discussion Topic: Review of Port Financial Policies**

#### **Overview:**

The Port has formal policies covering Financial Planning, Budget, Financial Reporting, Revenue, Reserves, Cost Allocation, Cash Management, Payment Processing, Debt Management, IT Management and Policies, and Network Access. These policies have not had an intensive review in recent years and should be reviewed.

Most of the changes identified were more for consistency than actual changes to policy. Many of the policies in place, such as the extensive debt policy, are not currently relevant to the Port, but may be in the future.

Changes will be brought back to the commission in December.

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# **PORT OF HOOD RIVER**

## **FINANCIAL ADMINISTRATIVE POLICIES**

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### **PURPOSE**

The Financial Administrative Policies and Procedures, articulates the policies, goals and major objectives which will guide the Port in its fiscal responsibilities for the foreseeable future.

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### **FINANCIAL PLANNING**

#### **FIN-2.01**

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#### **Policy**

The Port of Hood River will prepare a long-range financial plan to guide the Board of Commissioners in adopting the Port budget and to assist the Board in ensuring the delivery of services through all types of economic cycles. The plans will help the Board of Commissioners evaluate the impact of the financial needs of delivering all the necessary activities performed by the Port within its boundaries. The plan will also assist in coordinating funding needs among the Port's various functions and needs.

Financial planning and budgeting will be based on the following principles:

- Revenue estimates will be prepared on a conservative basis to minimize the possibility that economic fluctuations could jeopardize ongoing service delivery during the fiscal year.
- Expenditure estimates will anticipate needs that are reasonably predictable.
- Forecasts will rely on a common set of basic economic assumptions that will be established, updated and distributed by the Finance Director. The forecasts will also identify other assumptions used in their preparation and associated risks. Examples of risks can include rates, legislation and legal rulings that affect Port liability, pension systems or health benefit plans, as well as regional economic trends that affect Port revenues and grants. The Port will test both its financial planning methodology and use of planning tools in order to provide timely and accurate information that is disseminated to the Board.

#### **Financial Plans and Forecasts**

- The Administration will prepare an annual audited financial report. This report will include a comprehensive overview of the Port's financial condition.
- Financial plans will be prepared annually for the Port. If appropriate, the plan will identify additional resources needed to continue current service levels like adjustments to services provided.

#### **Operation and Maintenance**

- The Port will preserve its current physical assets and plan in an orderly manner for future capital investments, including the operating and maintenance costs associated with new or additional capital improvements or major equipment.
- The Port will use its best efforts to identify and include full costs of future maintenance needs and operating costs of new capital improvements and equipment prior to funding as part of the Budget.
- In general, all assets will be maintained at a level that protects capital investment and minimizes future maintenance and replacement costs. A high priority should be placed on maintenance where deferring maintenance will result in greater costs to restore or replace neglected facilities/equipment.
- Maintenance and operations of major capital assets should be given priority over acquisition of new assets, unless an analysis indicates a net benefit or the funding source to acquire or develop a new asset cannot be used for operations and maintenance.
- Factors that reduce operating and maintenance costs, such as upgrades, remodels and/or technological advances, will be considered when reviewing operation and maintenance requests. Priority may be given to projects that do not require operation and maintenance adjustments or that reduce those costs.
- The budget will seek to provide sufficient funding for adequate operations, maintenance, scheduled replacement and enhancements of capital assets and equipment. Whenever Port staff identify that there is a significant discrepancy between the need to maintain or modernize Port infrastructure or facilities and the funds available for such improvements, the Executive Director or designee will present a strategy for meeting these needs to the Board of Commissioners.

## **Responsibility**

The Finance Director will coordinate the presentation of the Port's financial plan with the Executive Director providing overall guidance.

## **BUDGET FIN-2.02**

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### **Policy**

The Port will develop and implement a budget process that will:

Make prudent use of financial resources.

- Include financial forecast information to ensure that the Port is planning adequately for current and future needs.
- Involve community members, elected officials, employees and other key stakeholders.
- Provide performance and other analytical data to assist in assessing resource effectiveness.
- Comply with Port laws and State of Oregon Local Budget Law.

The Executive Director will develop and present a proposed budget to the Board of Commissioners for consideration and adoption. The Proposed budget will identify major financial and service issues, identify funding requirements and sources of funds, provide supplemental information on programs or functions,

include budget and performance or other details necessary to relate recommendations to the Port's strategic plan and goals.

The Finance Director will assist the Executive Director in Proposed annual budget process and calendar. The proposed process and calendar will support the budget committee participation and Board deliberations.

### **Budget Monitoring**

The Finance Director will maintain a system for financial monitoring and control of the Port's budget during the fiscal year. This system will provide the Board with information on revenue, expenditures and performance at both the Port and fund level. The system will include provisions for amending the budget during the year in order to comply with State of Oregon budgetary statutes and to address unanticipated needs or emergencies. The Finance Director will coordinate the process for budget adjustments requiring Board and possibly Budget Committee approval.

The Finance Director will periodically publish fund financial status reports on the revenues and expenditures to date, and the estimated year-end balance. During the Spring Planning session the Finance Director will report to the Board on the financial results and recommend financial management actions necessary to meet the adopted budget's financial planning goals.

For the Fall Planning session, the Finance Director will report to the Board on the previous year's financial performance and how it relates to the long-term financial forecast with respect to reserves and debt coverage. Included in this report will be any new legislation, rules, regulations or policies that will have a material impact for the rest of the fiscal year.

### **Operating Policies**

1. **Balanced Budget.** In each fund, resources shall be equal to or exceed requirements. Each Port fund budget must identify ongoing resources that at least match expected ongoing requirements. One-time cash transfers and non-recurring ending balances may either be applied to reserves or used to fund one-time expenditures; they will not be used to fund ongoing expenditures, except as provided in section 2 below.
2. **One-time Funds.** One-time funds are resources designed to be used for projects and purchases that can be accomplished within the fiscal year or two but not to be used towards ongoing expenditures. One-time funds may be committed for up to four years for a capital project or a significant planning effort that has a finite duration of four years or less. Such a funding commitment shall be noted in the Proposed Budget. Out-year funding may not be committed in excess of the one-time funds projected to be available in the long-term financial forecast.
3. **Surplus Revenue and Fund Balances.** From time to time additional revenue (grants or surplus beginning fund balances) will be available. The Port will budget only the amount of revenue that is needed to fund projected expenditures within the fiscal year. Anticipated resources not needed to

fund fiscal year spending or unforeseen contingencies shall be included in reserves. The Port will not increase accruals and non-cash enhancements to revenues as a means to influence fund balances at year-end.

4. **Efficiency and Effectiveness.** The Port will optimize the efficiency and effectiveness of its services to reduce costs and improve service quality. The Port will coordinate its service delivery with other applicable public and private service providers. The Port will consider new technology to improve its efficiency and effectiveness.
5. **Self-supporting/Full Cost Recovery Basis.** Port overall operations will be run on a self-supporting basis where doing so will increase efficiency in service delivery and recover the cost (or part thereof) of providing the service by a user fee or charge.
6. **Contingencies.** The Port will budget a contingency amount for each fund adequate to address reasonable but unforeseen requirements within the fiscal year.

### **Port-issued Grants or Loans**

Only the Port Board of Commissioners can authorize loans or grants of any dollar amount. The Board awards a grant or loan by resolution unless it has delegated the authority to staff. Grants are a type of contract subject to different legal rules: Contracts are typically used to purchase goods and services to directly benefit Port operations, while grants are issued for the purpose of supporting an activity of the recipient.

The Port will avoid issuing grants or loans to assist agencies in meeting ongoing service delivery needs. The Port may audit financial records or performance data to ensure funds are spent in accordance with the purpose of the grant or loan.

Grant or loan agreements between the Port and public agencies shall be issued as intergovernmental agreements.

### **Fund Management**

Creation of new funds or elimination of existing funds shall be done by Port resolution. A review and report by the Finance Director will be required prior to Board action. The Finance Director will conduct an annual review to assess if each fund is needed.

Each fund at the Port will have a statement of purpose, adopted by resolution by the Board of Commissioners that contains several required elements.

### **Responsibility**

The Executive Director (or designee) will coordinate the overall preparation and administration of the Port's budget.



## **FINANCIAL REPORTING**

### **FIN-2.03**

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#### **Policy**

The Port shall maintain a system of financial monitoring, control and reporting for all operations, and funds to provide effective means of ensuring that overall Port goals and objectives will be met and to assure the Port's citizens, partners and investors that the Port is well managed and fiscally sound.

#### **Financial Reporting**

The Port will maintain its accounting records and report on its financial condition and results of operations in accordance with state and federal law and regulations, Generally Accepted Accounting Principles (GAAP) and standards established by the Governmental Accounting Standard Board (GASB). Budget reporting will be in accordance with Oregon Local Budget Law.

- A qualified independent firm of certified public accountants will perform an annual financial and compliance audit of the Port's financial statements. The firm's opinions will be presented in the Port's Annual Financial Report (AFR), in the single audit report as required by the Single Audit Act of 1984 and in the independent auditor's Report on Compliance and on Internal Control over Financial Reporting.
- The AFR will be designed to communicate with citizens about the financial affairs of the Port.
- As an additional independent assessment of the quality of the Port's financial reporting, the Port will discuss the use of obtaining the certificate of achievement for excellence in financial reporting from the Government Finance Officers Association.
- The Port will strive to minimize the number of funds. The funds will be categorized by standard GAAP functional classifications. The Port will list current funds and their related GAAP functional classification as well as their Port fund type in the Annual Financial Report.

#### **Responsibility**

The Finance Director will implement this policy and report to the Executive Director and Board of Commissioners on compliance issues. The Finance Director will also develop and maintain Financial Administrative procedures to assist in carrying out these policies.

## **REVENUE**

### **FIN-2.04**

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#### **Policy**

The Port will strive to maximize and diversify its revenue base to raise sufficient revenue to support essential Port services and to maintain such services during periods of declining economic activity. Port services providing private benefits should be paid for by fees and charges as much as possible to

maximize flexibility in the use of Port revenue sources to meet the cost for services of the broader public benefit. The Port's overall revenue structure will be designed to recapture some of the financial benefits resulting from Port economic and community development investments. However, it will also be linked to the overall Port Strategic Plan and its future updates. Revenue collection efforts that produce positive net revenues for Port service delivery will be the highest budget priority.

## **Cost Recovery**

Charges for services that benefit specific users should strive to recover as much of the full cost as possible, which includes all direct costs, overhead, loss of interest and depreciation on capital plant and equipment. Allocation of indirect costs will be established annually by the Finance Director.

The Port may subsidize other programs within the Port's portfolio of services from user fees from its primary revenue generation programs. This will be based on Port objectives that align to its Strategic Plan such as remaining competitive within the region and job production during an economic downturn to these subsidies. However, all such services should strive to mitigate their costs either through revenue generation or efficiencies of operations.

## **Investment in Real Estate**

**Return of Investment** – The Port should provide a rate of return that covers the debt service and operating costs of the investment, over the life of the asset.

The method used should be a “Cash on Cash Return before Debt Service and Capital Outlay”. This ratio looks at revenues less operating costs (excludes depreciation) to come up with net operating income. Net operating income is then divided by the asset (investment) value. This ratio reflects the return on an asset or group of assets and provides a gauge for policymakers in moving forward with an acquisition or capital improvement. As debt markets fluctuate, so will the rate of return calculation at any point in time to evaluate whether an investment meets the criteria of covering its costs and allowing for some replacement value of the asset into reserves.

## **Additional Resources**

The Port will use and obtain resources according to the following principles:

1. The Port will use as efficiently as possible the resources that it already collects.
2. The Port will collect as efficiently as possible the resources to which it is already entitled.
3. The Port will seek new resources, consistent with its financial policies and Port Strategic Plan.
4. The Port will strive for a total revenue mix that encourages growth and keeps jobs within the Hood River region.
5. The Port will enforce its authority to collect revenue due the Port, including litigation if necessary.

## **Grants**

The Port will avoid using grants to meet ongoing service delivery needs. Prior to a grant application submittal, or acceptance if an application is not required, all grants will be reviewed by the Executive Director (or designee) to ensure compliance with state, federal and Port regulations. The Port will

budget expenditures for grant-funded programs only after receipt of the grant award or letter of commitment and only for the amount of the grant award to be expended within the fiscal year.

#### *Revenue Projections, Surpluses and Shortfalls*

- Revenue Projections shall be conservatively estimated.
- Revenue Shortfalls. Overall revenue shortfall will require an adjustment in the Spring Planning session with a corresponding reduction to appropriation or from contingency.

#### **Responsibility**

The Executive Director (or designee) will oversee compliance of this policy with the participation of staff.

### **RESERVES**

#### **FIN-2.05**

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#### **Policy**

Reserves will be established and maintained to ensure the continued delivery of Port services to address emergencies, address a temporary revenue shortfall or provide stability during economic cycles. Sufficient reserves will be managed to provide adequate cash flow, stabilize the Port's interest rates and provide continuity in service delivery.

The Port shall maintain adequate cash reserves which on an aggregate basis is equivalent to 10% of the net depreciable assets held by the Port. Each fund shall maintain a positive cash position at any time during a fiscal year and at year-end.

The Port will maintain a reserve to:

- Insulate programs and current service levels from large and unanticipated one-time expenditure requirements, a revenue reduction due to changes in the economy, adverse litigation or any similar unforeseen action.
- Temporarily insulate programs and current service levels from slower revenue growth that typically occurs during an economic recession.  
Provide for debt service requirements when debt is issued.  
Provide for large capital asset repairs and acquisition.

The reserve may be used for an emergency. The reserve is available to address one-time emergencies and unanticipated expenditure requirements or to offset drastic unanticipated revenue fluctuations occurring within a fiscal year. The Port may withdraw funds from the reserve when the Port has declared an emergency by ordinance or resolution and after the Fund's budgeted contingency has been exhausted.

The Port will begin to restore the reserve from such an emergency or unanticipated use(s) within 24 months after their first use.

#### **Responsibility**

The Finance Director will manage and monitor the reserves in each fund and report on the current and projected level of the reserve funds during each budget process.

## **COST ALLOCATION**

### **FIN-2.06**

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#### **Policy**

The Port will establish and maintain a consistent methodology for allocating the costs of the Port's Maintenance and Administration functions and activities that benefit or are used by several Port cost centers. The goal is to provide stable, predictable and equitable costs and rates to cost centers or functional areas that pay for these services.

The two primary methods used to allocate indirect costs of administration and maintenance to Port cost centers are through Overhead Rates or allocations developed annually by the Finance Director. Direct costs are allocated directly to those cost centers that incur such costs.

#### **Interagency Agreements (IAs)**

Costs for services or activities provided to customers that can be defined on a per unit basis or like kind methodology will be allocated as such. Designated cost centers of the Port will strive to recover their costs by charging rates (ie. Airport, Marina, toll bridge) that depict what is being recovered.

#### **Responsibility**

The Finance Director is authorized to develop and issue procedures with input from the Board and other appropriate stakeholders in order to implement the cost allocation policies.

## **CASH MANAGEMENT**

### **FIN-2.07**

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#### **Policy**

The Port will manage its cash assets to ensure accurate records, reduce the chance of loss or theft and allow the Port to maximize interest income. The Finance Director will ensure the accurate and timely accounting, investment and security of all cash assets, and will develop, maintain and constantly seek to improve cash management systems. All cash received by the Port will be deposited to the Port bank account(s).

Only the Port's Board of Commissioners is authorized to establish bank accounts for the Port. The Finance Director will reconcile and balance the cash and investment accounts established by the Board.

#### **Responsibility**

The Finance Director will be primarily responsible for implementing this policy.

## **PAYMENT PROCESSING**

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## **FIN-2.08**

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### **Policy**

The Port will ensure that its banking services, systems and procedures, including electronic payment processing, are easy for the public to use, provide a cost-effective service and maintain security for transactions.

The Port will maintain all Port banking-related services, including those related to payment card or ACH (automated clearinghouse) processing. Payment cards refer to credit and debit cards. Electronic payment processing refers to the use of credit, debit or ACH methods of payment.

The Finance Director prior to approval of a request to implement a payment card process, will perform a cost/benefit analysis that assesses the financial and operational impacts of providing this type of service and assess alternatives to credit/debit card use.

### **Security Standard**

All electronic payment processing services must be processed in a Port-approved secure environment. The Payment Card Industry - Data Security Standard (PCI-DSS) shall be the Port's standard for processing electronic payments in a secure environment. This PCI-DSS environment includes the physical, network and software environment for the payment card service. The Port will only use external software for electronic payment processing services that is Payment Application-Data Security Standard (PA-DSS) compliant. The PCI-DSS compliant environment meets the U.S. Department of Treasury recommendation to process ACH payments with sound, risk-based security controls in all ACH systems.

Third-party processors and/or agents acting on behalf of the Port in the collection of funds are required to deposit all collected funds directly to the Port owned and collateralized bank account.

### **Responsibility**

The Finance Director is authorized to develop and issue procedures with input from other appropriate stakeholders in order to implement the electronic payment processing policy. The Finance Director will provide guidance and direction to the Port and staff with regard to the cost/benefit analysis for electronic payment card processing. The Information Technology consultant will provide guidance and direction to the Port in the technical requirements and security policies.

## **DEBT MANAGEMENT**

### **FIN-2.09**

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### **Policy**

#### **I. COMPREHENSIVE CAPITAL PLANNING AND FINANCING**

The Port will strive to maintain a debt coverage ratio of 2.0, which is two times the outstanding debt held by the Port at any given time. This policy assists the Port in not accumulating more debt

than it can possibly pay off and allows the Port to acquire debt on the market at very good to excellent terms, thereby providing the lowest possible capital to its public.

- A. **Capital Planning and Financing Approach.** The Port shall utilize an integrated approach to capital planning and financing in preparing a multi-year Capital Improvement Plan. Coordination and preparation of the Port Capital Improvement Plan (the "CIP") shall reside with the Executive Director or designee. The CIP shall be for the ensuing five to ten fiscal years and shall be updated at least annually as part of the Port budget process. The CIP shall contain a comprehensive description of the sources of funds, including current revenue requirements; identify the timing of project expenditures and their impact on future operating and capital budgets; and evaluate the impact of the projects on the amount and timing of bonds to be issued, debt service requirements, outstanding debt, and debt burden. In developing the CIP, an assessment shall be undertaken to determine whether the planned financings conform with policy targets related to (1) the magnitude and composition of the Port's indebtedness, and (2) the fiscal resources of the Port to support such indebtedness over the next ten years. Affordability impacts of the CIP shall be evaluated in consultation with the Board of Commissioners.
  
- B. **Maintenance, Replacement and Renewal.** Consistent with its philosophy of keeping its capital facilities and infrastructure systems in good repair and to maximize the capital asset's useful life, the Port will set aside sufficient current revenues to finance ongoing maintenance needs and to provide reserves for periodic replacement and renewal.
  
- C. **Debt Authorization.** All Port debt issued for the purpose of funding capital projects shall be authorized by the Board of Commissioners and should have been included in the CIP or agreed by the Board that the CIP should be modified. Such modification shall occur only after the Board has received a report of the impact of the contemplated borrowing on the existing CIP and recommendations as to the financing arrangements from the Finance Director.
  
- D. **Debt Planning.** It shall be the responsibility of the Finance Director to coordinate the timing, process, and sale of Port debt required in support of the CIP. The Finance Director shall make recommendations to the Board as necessary in order to accomplish Port financing objectives.

## II. **LIMITATIONS ON PORT INDEBTEDNESS**

- A. **Target Limitations on Non-Self-Supporting Unlimited Tax General Obligation Indebtedness.** The Port shall in the future, as a matter of policy, conduct its finances so that the amount of direct, non-self-supporting, unlimited tax general obligation ("UTGO") debt outstanding at any time that is subject to approval by the voters (excluding long-term, non-self-supporting leases) does not exceed 0.75% of the Port's taxable real market value.
  
- B. **Target Limitations on Lease-Purchase Financing of Equipment and Furnishings.** The Port may enter into short-term lease-purchase obligations to finance the acquisition of capital equipment and furnishings with estimated useful lives of less than ten years. Repayment of these lease-purchase obligations shall occur over a period not to exceed the useful life of the underlying asset

or in any case no longer than ten years from the issue date of such obligations. The Finance Director shall be responsible for developing procedures and for setting repayment terms and amortization schedules, in consultation with any lender.

- C. **Target Limitations on the Issuance of Revenue-Secured Debt Obligations.** The Port shall finance the capital needs of its revenue producing enterprise activities through the issuance of revenue-secured debt obligations. Prior to issuing revenue-secured debt obligations, the Finance Director will develop financial plans and projections showing the feasibility of the planned financing, required rates and charges needed to support the planned financing, and the impact of the planned financing on the customers who use such services (ie. marina slip lessees, bridge toll users, etc.) and other affected parties. The amount of revenue-secured debt obligations issued by the Port will be limited by the feasibility of the overall financing plan as recommended by the Finance Director.

Revenue-secured debt obligations will be reviewed and approved by both the Finance Director and the Executive Director before being sent to the Board for approval.

- D. **Pension Obligation Debt.** The Port may (at some time in the future) elect to fund accrued pension liabilities through the issuance of pension obligation bonds rather than funding such obligations on a pay-as-you-go basis. The principal amount of outstanding pension obligations and the debt service on such obligations shall be excluded from calculations of outstanding debt under Section II (A) (B) and (C) of this debt policy.

### III. **STRUCTURE AND TERM OF PORT INDEBTEDNESS**

- A. **Rapidity of Debt Repayment.** Generally, borrowings by the Port should be of a duration that does not exceed the economic life of the improvement that it finances and where feasible should be shorter than the projected economic life. Moreover, to the extent possible, the Port should design the repayment of debt so as to recapture rapidly its credit capacity for future use. The Port may choose to structure debt repayment so as to wraparound existing obligations or to achieve other financial planning goals. Such alternative structures shall be subject to the approval of the Board.
- B. **Use of Variable-Rate Securities.** The Port will not recommend issuing securities that pay a rate of interest that varies according to a pre-determined formula or results from a periodic remarketing of the securities. There may be a business case in the future that merits the issuance of such securities and will be presented to the Board if such factors would be materially significant and beneficial to the Port. Prior to issuing variable rate debt, a plan shall be developed to address interest rate risk associated with these instruments.
- C. **Pledge of Restricted Funds to Secure Debt.** The Port has the power to make an irrevocable pledge of a security interest in an account created exclusively for the security of holders of Port obligations. Before such funds are used to secure a prospective financing, policies regarding the use of such restricted funds shall be developed by the Finance Director, subject to approval by the Board, to ensure that the use of such funds to secure bonds does not violate restrictions on such funds and that underlying program commitments can be maintained in addition to meeting debt service obligations on debt secured by the restricted funds. These policies shall be presented

as recommendations to the Board prior to or at the time issuance of the secured debt is to be authorized.

- D. Use of Subordinate Lien Obligations.** Creation of a subordinate lien financing structure, if appropriate, shall be based on the overall financing needs, expected credit ratings, if any, relative cost of a subordinate lien structure, and impacts on the Port as determined by the Finance Director and the Executive Director, in consultation with the Board.

**IV. SHORT-TERM DEBT AND INTERIM FINANCING**

- A. Lines and Letters of Credit.** Where their use is judged by the Finance Director to be prudent and advantageous to the Port, the Port has the power to enter into agreements with commercial banks or other financial entities for purposes of acquiring lines or letters of credit that shall provide the Port with access to credit under terms and conditions as specified in such agreements. Before entering into any such agreements, takeout financing or intended amortization for such lines or letters of credit must be planned for and determined to be feasible. Any agreements with financial institutions for the acquisition of lines or letters of credit shall be approved by the Board of Commissioners. Lines and letters of credit entered into by the Port shall be in support of projects contained in the approved Capital Improvement Plan.

**B. CONDUIT FINANCINGS**

The Port may sponsor conduit financings for activities (i.e., economic development, etc.) that have a general public purpose and are consistent with the Port's overall mission and policy objectives. All conduit financings must insulate the Port completely from any credit risk or exposure and must first be reviewed by the Finance Director and Executive Director before being submitted to the Board for authorization and implementation.

Conduit financings shall either:

1. Carry an investment grade rating by Moody's Investors Service and/or Standard & Poor's Corporation, respectively.
2. Be sold via a private sale only to "accredited investors" pursuant to Oregon state law.

The obligated borrower in a conduit financing shall be responsible for complying with all arbitrage rebate requirements associated with the bonds and shall, prior to the closing of the bonds, enter into a contract for rebate services with a firm recognized as having expertise in performing arbitrage rebate calculations for tax-exempt bonds.

**V. FINANCING PROPOSALS**

Any capital financing proposal made to the Port involving a pledge or other extension of the Port's credit through the sale of securities, execution of loans or leases, or making of guarantees or otherwise involving directly or indirectly the lending or pledging of the Port's credit shall be referred to the Finance Director, who in a timely manner shall be responsible for analyzing the proposal, responding to the proposal, and recommending to the Executive Director and the Board, the required action to be taken.

**VI. SELECTION OF FINANCE CONSULTANTS AND SERVICE PROVIDERS**

The Port's Finance Director shall be responsible for establishing a solicitation and selection process for securing professional services that are required to develop and implement the Port's debt program. Goals



of the solicitation and selection process shall include encouraging participation from qualified service providers, both local and regional, and securing services at competitive prices. The solicitation and selection process for such services will comply with Port requirements for professional services.

- A. **Bond Counsel.** The Finance Director in consultation with the Executive Director will be responsible to oversee and coordinate the marketing of all Port indebtedness, with advice from Port Legal Counsel, Financial Advisor and underwriters with regard to a capital financing and the selection of Bond Counsel to be employed for such a financing. Staff will provide a recommendation to the Board on making such a selection.
- B. **Underwriters.** The Finance Director in consultation with the Executive Director shall solicit proposals for underwriting services when such level of debt offering warrants underwriting services. The selection of underwriter will be for an individual financings or a specified time period. The Board shall make such selections taking into consideration the recommendations of staff.
- C. **Financial Advisor.** The Finance Director in consultation with the Executive Director will be responsible to oversee and coordinate the marketing of all Port indebtedness, with advice from Port Legal Counsel, bond counsel and underwriter with regard to a capital financing and the selection of the Financial Advisor to be employed for such a financing. Staff will provide a recommendation to the Board on making such a selection.
- D. **Paying Agent.** The Finance Director, in consultation with the Financial Advisor shall determine the paying agent services from qualified commercial and trustee banks. The cost of providing such services shall be used by the Finance Director, along with other qualitative measurements, in selecting a Paying Agent.
- E. **Other Service Providers.** The Finance Director shall periodically solicit for providers of other services necessary to carry out the debt issuance activities of the Port (escrow agents, verification agents, trustees, etc.). The Finance Director, in selecting such additional service providers, shall evaluate the cost and perceived quality of service of the proposed service provider.

## VII. **METHOD OF SALE**

- A. The Port, as a matter of policy, shall issue its debt obligations through either a competitive sale, negotiated sale or a private placement. The Finance Director will determine the sale method that benefits the Port by producing the best results to the Port. In such instances where the Port deems that the preferred method of sale is a competitive bid, and the bids received through a competitive sale are deemed unsatisfactory or bids are not received, the Finance Director will be allowed to solicit either a negotiated sale or private placement.
- B. **Use of Technology in Bond Sale Process.** The Port shall encourage the use of electronic bidding systems, electronic dissemination of disclosure information and other technological methods whenever the use of such technology is expected to reduce sale costs and enhance market participation in Port financings.

## VIII. **REFUNDING OF PORT INDEBTEDNESS**

- A. **Debt Service Savings--Advance Refundings.** The Port may issue advance refunding bonds (as defined for federal tax law purposes) when advantageous, legally permissible, prudent, and net

present value savings equals or exceeds 3 percent, calculated in accordance with Oregon Administrative Rules on Advance Refundings when such laws are applicable.

- B. **Debt Service Savings--Current Refundings.** The Port may issue current refunding bonds (as defined for federal tax law purposes) when advantageous, legally permissible, prudent, and net present value savings equal or exceed \$100,000.
- C. **Restructuring of Debt.** The Port may choose to refund outstanding indebtedness when existing bond covenants or other financial structures impinge on prudent and sound financial management. Savings requirements for current or advance refundings undertaken to restructure debt are done so in the Port's overall best financial interests.
- D. **Open Market Purchase of Port Securities.** The Port may choose to defease its outstanding indebtedness through purchases of its securities on the open market when market conditions make such an option financially feasible. The Finance Director shall be responsible for developing procedures for executing open market purchases and the savings objectives to be achieved by undertaking such actions.

#### IX. **USE OF CREDIT ENHANCEMENT**

The Port shall use credit enhancement (letters of credit, bond insurance, surety bonds, etc.) when such credit enhancement proves cost-effective. Credit enhancement may be used to improve or establish a credit rating on a Port debt obligation if such credit enhancement is cost effective or if in the opinion of the Finance Director, the use of such credit enhancement meets the Port's debt financing goals and objectives.

#### X. **CREDIT RATINGS**

- A. **Rating Agency Relationships.** The Finance Director shall be responsible for maintaining relationships with the rating agencies, if applicable, that assign ratings to the Port's various debt obligations. This effort shall include providing periodic updates on the Port's general financial condition along with coordinating meetings and presentations in conjunction with a new debt issuance.
- B. **Use of Rating Agencies.** The Finance Director in coordination with the Executive Director shall be responsible for determining whether or not a rating shall be requested on a particular financing, and which of the major rating agencies shall be asked to provide such a rating.
- C. **Minimum Long-Term Rating Requirements.** The Port's minimum rating requirement for its direct, long-term, debt obligations is a rating not lower than "A3" by Moody's Investors Service or "A-" by Standard & Poor's Corporation. If such a debt obligation cannot meet this requirement based on its underlying credit strength, then credit enhancement shall be sought to ensure that the minimum rating is achieved. If credit enhancement is unavailable or is determined by the Finance Director to be uneconomic, then the obligations may be issued without a rating.

## **XI. REBATE REPORTING AND COVENANT COMPLIANCE**

The Finance Director shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the Port's outstanding debt issues.

Additionally, general financial reporting and certification requirements embodied in bond covenants shall be monitored to ensure that all covenants are complied with.

## **XII. ONGOING DISCLOSURE**

The Finance Director shall be responsible for providing ongoing disclosure information to established national information repositories and for maintaining compliance with disclosure standards promulgated by state and national regulatory bodies.

## **XIII. OTHER POLICIES AND REQUIREMENTS**

- A. Annual Audit of the Port.** The annual audit of the Port shall describe in detail all funds and fund balances established as part of any direct debt financing of the Port. The audit may also contain a report detailing any material or rate covenants contained in any direct offering of the Port and whether or not such covenants have been satisfied.

### **Responsibility**

The Finance Director will be responsible for the implementation of this policy. Any amendments to this policy must be approved by the Board after consultation with the Executive Director.

## **IT MANAGEMENT AND POLICIES**

### **FIN-2.10**

#### **Policy**

Responsibility for protecting Port information systems and data is shared by several individuals throughout the Port including, Users, Consultants, and the Finance Director. The purpose of this policy is to describe the specific sub-areas of the IT Management Policies.

#### **Role & Responsibilities**

The Finance Director provides a key role of centralized oversight, direction, and support for all information systems security-related services for the Port. These responsibilities include, but are not limited to the following key areas:

- Support for Port security policy development, implementation, and enforcement.
- Support for strategic security planning and plan implementation.
- Support for security awareness and education programs.
- Incident response services as needed.
- Security consulting services as needed.
- Support for the development and implementation of all appropriate security standards and guidelines as necessary for the Port.

## **Users**

All Users have a critical role in the effort to protect and maintain Port information systems and data. Users of Port computing resources and data should review the administrative rules behind the accompanying IT policies.

### **NETWORK ACCESS – 2.10.1**

The Network Access Policy is to establish rules for the access and use of the Port’s network infrastructure.

Access to the Port’s network and applications will be made available to all users that follow a standard process to determine access requirements.

- Comply with all Port policies and guidelines.
- Protect all Port assets and never share access accounts, privileges and associated passwords.
- Maintain the confidentiality of sensitive information to which they are given access privileges.
- Accept accountability for all activities associated with the use of their user accounts and related access privileges.
- Ensure that use of port computers, email, internet access, computer accounts, networks, and information stored, or used on any of these systems is restricted to authorized purposes and defined acceptable use policies.
- Report all suspected security and/or policy violations to an appropriate authority (e.g. Finance Director, Executive Director).
- Follow all specific policies, guidelines and procedures established by the Port.

### **REMOTE NETWORK ACCESS – 2.10.2**

Port employees and approved contractors that remotely connect to the Port network should do so using a VPN connection authorized by the Port with a designated logon and password, established, controlled and managed by the Port.

### **USER & ADMINISTRATIVE PASSWORDS – 2.10.3**

The Port will establish a standard for the creation of passwords, the protection of those passwords, the association of passwords with user accounts and the frequency of password changes.

The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any system that resides at any Port facility, has access to the Port network, or stores any non-public Port information.

Passwords are used for various purposes at the Port. Some of the more common uses include: user level accounts, web accounts, email accounts, screen saver protection and network equipment logins. Everyone should be aware of how to select a good password.

#### **VIRUS PREVENTION & RECOVERY – 2.10.4**

All computers, systems and network devices connected to Port networks should have effective virus prevention, detection and eradication.

The Port shall ensure that employees are provided with information on safe practices for virus protection and that these safe practices are observed at all times. Port employees are reminded of the expectation to observe safe practices regarding the use of computers to minimize the risks of viruses.

#### **INCIDENT REPORTING & RESPONSE – 2.10.5**

For the purposes of this policy an "Information Security Incident" is any accidental or malicious act with the potential to result in misappropriation or misuse of confidential information (social security number, health records, financial transactions, etc.) of an individual or individuals, significantly imperil the functionality of the information technology infrastructure of the Port, provide for unauthorized access to Port resources or information, allow Port information technology resources to be used to launch attacks against the resources and information of other individuals or organizations.

In the case an information security incident is determined to be of potentially serious consequence, the responsibility for acting to resolve the incident and to respond to any negative impact rests with the Finance Director working in conjunction with the IT consultant.

All Port employees shall take appropriate actions to report and minimize the impact of information security incidents. Reporting unlawful or improper actions of Port employees is expected and covered in the Port's Personnel Manual.

#### **IT Support Professionals**

IT technology professionals have additional responsibilities for information security incident handling and reporting for the systems they manage.

#### **PORTABLE COMPUTING DEVICES – 2.10.6**

This policy covers all portable computing devices (IPAD's, IPOD's, Smart Phones, etc) owned, maintained and operated by the Port.

Note: Laptop and notebook computers are covered under the same policies applicable to desktop computers & workstations.

- Only approved portable computing devices may be used to access Port information systems.
- Where technically feasible, all portable computing devices must be password protected and have an inactivity timeout.
- In general, sensitive Port data should **not** be stored on portable computing devices.
- All remote access to the Port network must be either through a Port approved access gateway or via an Internet Service Provider (ISP).
- All Port employees must be responsible to secure portable computing devices in their care and possession and immediately report any loss or theft of such devices to the Finance Director.

### **PHYSICAL SECURITY – 2.10.7**

The Port requires that appropriate environmental, protection and access controls be in place to protect computing and information resources. Proper and adequate physical security and protection is the responsibility of all Port employees.

#### **Physical Security**

Physical security measures are an important part of any effort to protect information system assets and services. As with logical security measures at the Port, physical security measures required for protecting Port computing resources shall be commensurate with the nature and degree of criticality of the computer systems, network resources, and data involved. Control measures will be applied in accordance with systems environment sensitivity and criticality.

All Port employees must be responsible to secure information assets in their care and possession and immediately report any loss or theft of such assets to their management and the Finance Director. Additionally, all Port employees must be aware of unauthorized individuals (e.g. maintenance, public and others visiting, delivery personnel, vendors, etc) and be prepared to challenge individuals entering a restricted area(s).

POLICY UPDATED December 2023.

## FALL PLANNING, NOVEMBER 14, 2023

### Discussion Topic: New Fund Structure for FY24-25

#### Overview:

The Port has had the same software and reporting structure for at least 20 years. As we move forward with new software, it is time to update the structure to reflect the activities and needs of the current Port, and to provide flexibility into the future.

The current fund and department structure makes it hard for individual managers to manage their budgets. For example, part of the communications budget is in the current General Fund, and part is in various departments in the current Revenue Fund. By putting all of the communications pieces into one department in one fund, it will be much easier to manage.

The proposed structure of the accounting system will be funds>departments>functions>objects. So, the General Fund>will contain the Leased Properties Department> which will include the Big 7 Building>that will account for materials and services in that function.

Oregon local budget law requires local governments in Oregon to budget by fund and department. The changes being proposed will affect the budget that will be adopted for the next fiscal year, 2024-2025.

#### Proposed Funds:

1. General Fund: Combine the current General Fund and portions of the existing Revenue Fund. The Government Finance Officers Association describes the General Fund as the main operating fund. The Port has taken a narrower view in the past by using the Governmental Accounting Standards Board (GASB) definition of the General Fund as “accounting for and reporting all financial resources not accounted for and reported in another fund.” The new fund would report everything from the current General Fund and would keep all of the activity reported in the Revenue Fund except for the existing bridge activities and administrative costs that will be allocated to other functions.
2. Bridge Operation and Repair Fund: The proposal is to pull bridge operations out of the Revenue Fund and combine it with the current Bridge Repair Fund. This will make the use of toll revenue more transparent and will allow us to easily show how the rest of the Port is doing separate from the bridge. This is a special revenue fund, which means the revenue generated by operations in the fund is used for a specific purpose.
3. Bridge Replacement – no change is proposed. This is a special revenue fund.
4. Bi-State Bridge Fund – no change. This is a special revenue fund that was created in the current fiscal year to track money generated by the toll increase that is reserved for bridge replacement.
5. Administration Fund: This is a completely new fund for the Port. GASB identifies “internal service funds” as funds that report any activity that provides goods or services to other funds, departments, or agencies of the government. The Port has been using an allocation

method that has charged activities such as industrial properties, the airport, marina, bridge, etc. for overhead. Using an internal service fund to account for this allocation will make it much more transparent.

**Proposed Departments:**

1. Administration/Maintenance: This department will include functions of the executive director, finance and accounting, human resources, communications, IT, and maintenance. This department will be in the Administration Fund.
2. Bridge: This department will include the functions of operations and repairs. This department will be in the Bridge Fund.
3. Leased Properties: This department will include all of the individual industrial and commercial properties. This department will be in the General Fund.
4. Airport: This department will not change. This department will be in the General Fund.
5. Marina Basin: This department will encompass the current marina (moorage), Marina Park, Marina Green, the boat launch, the seasonal dock, and the jetty/cruise ship dock. This department will be in the General Fund.
6. Waterfront Recreation: This department will account for all recreational property west of Nichols Basin. This department will be in the General Fund.
7. Trails and Footbridge: This area has typically been lumped in with Marina Green, but the trail continues across the footbridge and along the waterfront to the Hook. Functions can be location specific. This department will be in the General Fund.
8. Parking: Accounting for parking was set up in a simplistic manner when it was first implemented in 2017 and there were only a small number of metered spaces. Currently parking revenue is somewhat haphazardly allocated to Lot 1 and the Event Site. The proposal is to track revenue by the property where the parking is located (the system tracks it by zone), and then the overall parking costs (the cost of the app, handhelds, parking enforcement, etc.) can be allocated to the properties generating the parking revenue. This department will be in the Administration Fund.

Staff believes this structure will allow for better budget management by department managers, better reporting, and better transparency.



## **FALL PLANNING, NOVEMBER 14, 2023**

### **Discussion Topic:**

#### **Framework for Capital Improvement Plan**

##### **Overview:**

As the Port transitions away from relying on toll revenue for supporting other activities, it will be important to plan ahead for significant capital improvements needed to keep Port facilities in good condition. While the Port has traditionally done a good job of planning for next year's capital improvements, a five-year plan is much more helpful in determining amounts that will need to be held in reserve to either pay for the improvements or facilitate borrowing to make the improvements.

The attached document is the structure that Finance is suggesting as a template to pull together a full five-year document. The airport is required to submit plans for multiple year projects to the FAA to assist in grant planning. The example attached uses the information from the most recent FAA submission to demonstrate how the document is expected to look.

The format has a summary page (one will be produced for each property), with individual project detail pages following the summary page. The detail pages show the timing of the expenditures and also the funding sources, if known.

A five-year plan will be available for planning purposes in the spring.

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CIP 5-Year Plan  
 Airport  
 2024-2029

| Project # | Project Name               | Current<br>Projected 2023-24 | Next<br>2024-25 | 2<br>2025-26 | 3<br>2026-27 | 4<br>2027-28 | 5<br>2028-29 | Total<br>Project |
|-----------|----------------------------|------------------------------|-----------------|--------------|--------------|--------------|--------------|------------------|
| 1A100     | South Apron T-Hangars      | \$ 100,000                   | \$ 85,000       | \$ 1,100,000 | \$ -         | \$ -         | \$ -         | \$ 1,285,000     |
| 1B200     | NW TL Recon & SW New TL    | -                            | 200,000         | 2,200,000    | -            | -            | -            | 2,400,000        |
| 1C300     | Runway 7-25 Rehabilitation | -                            | -               | -            | -            | -            | 250,000      | 250,000          |
|           |                            | \$ 100,000                   | \$ 285,000      | \$ 3,300,000 | \$ -         | \$ -         | \$ 250,000   | \$ 3,935,000     |

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Airport  
 South Apron T-Hangars  
 Project 1A100



| Resources                    | Current           | Next             | 2                   | 3           | 4           | 5           | Total Project       |
|------------------------------|-------------------|------------------|---------------------|-------------|-------------|-------------|---------------------|
|                              | Projected 2023-24 | 2024-25          | 2025-26             | 2026-27     | 2027-28     | 2028-29     |                     |
| Nonprimary Entitlement (NPE) | \$ 50,000         | \$ 76,000        | \$ 501,000          | \$ -        | \$ -        | \$ -        | \$ 627,000          |
| State Funding                | -                 | -                | 110,000             | -           | -           | -           | 110,000             |
| Local Match                  | 50,000            | 9,000            | 489,000             | -           | -           | -           | 548,000             |
| <b>Total</b>                 | <b>\$ 100,000</b> | <b>\$ 85,000</b> | <b>\$ 1,100,000</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 1,285,000</b> |
|                              |                   |                  |                     |             |             |             |                     |
| Expenditures                 |                   |                  |                     |             |             |             |                     |
| Design                       | \$ 100,000        | \$ 85,000        | \$ -                | \$ -        | \$ -        | \$ -        | \$ 185,000          |
| Construction                 | -                 | -                | 1,100,000           | -           | -           | -           | 1,100,000           |
| <b>Total</b>                 | <b>\$ 100,000</b> | <b>\$ 85,000</b> | <b>\$ 1,100,000</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 1,285,000</b> |

Airport  
 NW TL Recon & SW New TL  
 Project 1B200



| Resources                           | Current<br>Projected 2023-24 | Next<br>2024-25   | 2<br>2025-26        | 3<br>2026-27 | 4<br>2027-28 | 5<br>2028-29 | Total<br>Project    |
|-------------------------------------|------------------------------|-------------------|---------------------|--------------|--------------|--------------|---------------------|
| Bipartison Infrastructure Law (BIL) | \$ -                         | \$ 180,000        | \$ 387,299          | \$ -         | \$ -         | \$ -         | \$ 567,299          |
| FAA Discretionary                   | -                            | -                 | 1,600,000           | -            | -            | -            | 1,600,000           |
| Local Match*                        | -                            | 20,000            | 212,701             | -            | -            | -            | 232,701             |
| <b>Total</b>                        | <b>\$ -</b>                  | <b>\$ 200,000</b> | <b>\$ 2,200,000</b> | <b>\$ -</b>  | <b>\$ -</b>  | <b>\$ -</b>  | <b>\$ 2,400,000</b> |
| <b>Expenditures</b>                 |                              |                   |                     |              |              |              |                     |
| Design                              | \$ -                         | \$ 200,000        | \$ -                | \$ -         | \$ -         | \$ -         | \$ 200,000          |
| Construction                        | -                            | -                 | 2,200,000           | -            | -            | -            | 2,200,000           |
| <b>Total</b>                        | <b>\$ -</b>                  | <b>\$ 200,000</b> | <b>\$ 2,200,000</b> | <b>\$ -</b>  | <b>\$ -</b>  | <b>\$ -</b>  | <b>\$ 2,400,000</b> |

\*Funding could include state participation

Airport  
Runway 7-25 Rehabilitation  
Project 1C300



| Resources                    | Current<br>Projected 2023-24 | Next<br>2024-25 | 2<br>2025-26 | 3<br>2026-27 | 4<br>2027-28 | 5<br>2028-29      | Total<br>Project  |
|------------------------------|------------------------------|-----------------|--------------|--------------|--------------|-------------------|-------------------|
| Nonprimary Entitlement (NPE) | \$ -                         | \$ -            | \$ -         | \$ -         | \$ -         | \$ 225,000        | \$ 225,000        |
| Local Match*                 | -                            | -               | -            | -            | -            | 25,000            | 25,000            |
| <b>Total</b>                 | <b>\$ -</b>                  | <b>\$ -</b>     | <b>\$ -</b>  | <b>\$ -</b>  | <b>\$ -</b>  | <b>\$ 250,000</b> | <b>\$ 250,000</b> |
| <br>                         |                              |                 |              |              |              |                   |                   |
| Expenditures                 |                              |                 |              |              |              |                   |                   |
| Design                       | \$ -                         | \$ -            | \$ -         | \$ -         | \$ -         | \$ 250,000        | \$ 250,000        |

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## FALL PLANNING, NOVEMBER 14, 2023

### Discussion Topic:

### Waterfront Parks & Recreation Sustainability

#### Overview:

For the last year, the Port has re-affirmed the following themes and objectives related to financial sustainability:

1. Theme - Approach each cost center with the premise that there will no longer be bridge toll revenue to support.
2. Goal 4 – Pursue projects that will generate positive net income for the Port.
3. Goal 5 – Pursue practices/projects that will decrease operational costs for the Port.
4. Goal 6 – Pursue relationships and partnerships that could gain efficiency.

In FY 22, the Waterfront Recreation Department finished \$320k in the red. In FY 23, the Waterfront Recreation Department finished \$208k in the red. Staff anticipates that by the end of FY 24, the Waterfront Recreational Department will be in the red about \$75k.

#### WATERFRONT RECREATION (including parking net income)

Calendar Years 2021 and 2022, and Calendar Year 2023 through 10/31/2023

|  | 2023 YTD <sup>1</sup> | %         |                  | %           |                  |
|--|-----------------------|-----------|------------------|-------------|------------------|
|  |                       | Inc/(Dec) | 2022             | % Inc/(Dec) | 2021             |
| Revenue:                                   |                       |           |                  |             |                  |
| Other Parks and Rec Revenue                | 88,329                | 10.19%    | 80,159           | 9.98%       | 72,884           |
| Grants                                     | -                     | 0.00%     | -                | -100.00%    | 75,302           |
| Parking Revenue <sup>4</sup>               | 435,994               | 18.44%    | 368,111          | 6.13%       | 346,839          |
| Revenue Subtotal                           | <u>524,323</u>        |           | <u>448,270</u>   |             | <u>495,025</u>   |
| Expenditures                               |                       |           |                  |             |                  |
| M&S (including parking costs) <sup>4</sup> | 205,952               | -11.53%   | 232,785          | 15.12%      | 202,219          |
| Personal Services                          | 325,982               | -8.93%    | 357,940          | 11.39%      | 321,328          |
| Capital Outlay                             | 5,656                 | -95.21%   | 118,192          | 62.62%      | 72,679           |
| Expenditure Subtotal                       | <u>537,590</u>        |           | <u>708,917</u>   |             | <u>596,226</u>   |
| Net Operating Income (loss) <sup>5</sup>   | <u>(13,267)</u>       | -94.91%   | <u>(260,647)</u> | 157.55%     | <u>(101,201)</u> |

1 - 2023 includes January through October. Very little additional revenue is expected, but there will still be maintenance and overhead charged to these divisions.

2 - staff anticipates that 2023 will finish about \$75k in the negative.

3 - parking revenue and expenses from the Marina parking lot is included.

4 - this includes parking revenue and expenses pulled from other departments in past years

5 - does not include administrative net income which is +/- \$10k

There has been significant headway made in reducing the negative net income, primarily with the implementation of the paid parking program. The preceding chart breaks the waterfront recreation into calendar years to see activity more easily without splitting the summer up between two fiscal years.

Ideas for closing the gap include:

1. Hiring out our staff to other governmental agencies to provide services in their parks.
2. Evaluating whether private landscaping businesses could do park maintenance work more efficiently than Port staff.
3. Pursue a 5-year operating levy for maintaining waterfront parks.
4. Reduce services on waterfront that require the most work.
5. Continue to raise fees for events, concessionaires.
6. Consider transfer of park areas including revenue streams to either the city or parks district.

## **FALL PLANNING, NOVEMBER 14, 2023**

### **Discussion Topic:**

#### **Waterfront Recreation Service Levels and Amenities**

### **Overview:**

With the March 2023 decision for the Port to no longer utilize bridge revenue starting in 2026 to support other cost centers owned by the Port, the Commission directed staff to increase revenues (parking fees) and decrease expenses (labor, cost of goods, maintenance efficiencies) in order to reduce the deficit to operate the waterfront parks, while at the same time they shared the desire to maintain levels of services previously offered in years past.

Staff rolled out an aggressive parking and management plan in June 2023 to meet these goals. YTD, Waterfront Revenue increase by 4% while expenses were reduced by 39%. Please see exhibit A, "Operating Revenue Expenses Waterfront".

### **Current Efforts:**

Parking fees were increased across the board; new areas added to pay-to-park; converted kiosk payments to pay by text; Event Site Booth went to reduced hours and did not accept payments reducing office staff efforts; parking enforcement went from 1 to 2 employees; wages were raised for the summer help facility employees to attract a full staff that enabled the Port to not have to pay to hire out much of the work to maintain the waterfront.

### **Key Issues:**

1. Daily parking fees are topped out. If the Port raises them any further, it will lose recreational immunity.
2. In order to maintain the current levels of service, there isn't a lot of room for reductions in staff/labor costs.
3. Parking Congestion- limited parking available in areas that are highly desirable for watersport recreationalists.
4. Limited access to launch for watersports.

### **Future Considerations to address issues and achieve goals:**

1. Facility Maintenance options to increase bottom line:
  - a. Developing rates for hiring out Port crew to other park providers.
  - b. Sub-out maintenance to private vendor.
2. Consider divesting or reducing the ownership the waterfront parks:
  - a. Negotiate hand-off of park assets to other local government.
3. Possible funding options:
  - a. Pursue 5-year operating levy.
4. Increase parking revenues:

- a. Turn the dirt lot located between the Waterfront Park and the Maritime building to a temporary parking area for paid parking options (similar to Lot #1). Implement in 2024. Low cost to initiate.



- b. Add Marina Beach to paid parking. Implement in 2025. Low cost to initiate.

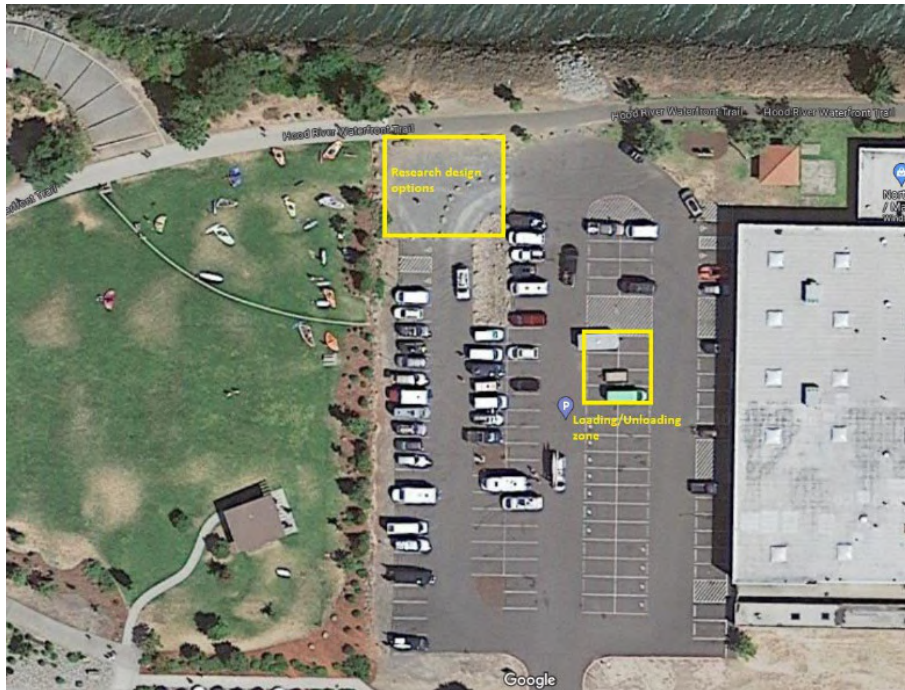


- c. Add Spit to paid parking. Implement 2025. Low cost to initiate.



5. West Jensen Parking:

- a. Disallow Season Passes in this lot, pay by text only same as The Hook. Implement in 2025. This parking lot is next to the most desirable access location for wing foiling on the waterfront.
- b. Redesign traffic flow at the Jensen West to reduce congestion.
- c. Repaint lines.
- d. Add permanent loading zone.



6. Add beach access sites:

- a. The areas that are currently desirable for access for watersport enthusiasts are located between The Hook and the Event Site. Please see Exhibit B, “Waterfront Access Opportunities”. The Port could duplicate the design of the Event Site.

This area has a fairly steep rocky embankment that would require a significant investment from the Port to develop. The other areas along this stretch are limited by no options for parking. Access area would be enlarged however ROI would be very low.



- 7. Add beach/park areas that are not on the Columbia that would be suitable for picnicking and enjoyment by the public. These options would offer park areas for non-watersport people looking for areas to enjoy along the water. The additional parks would add to maintenance expenses while ROI would be low. (See graphics on next page.)



**Port of Hood River  
Waterfront Recreation Review**

| Calendar Year                               | 2022                   | 2023<br><i>thru 10/13</i> | +/-                |
|---|------------------------|---------------------------|--------------------|
| <b>Operating Revenue</b>                    |                        |                           |                    |
| Waterfront - Miscellaneous                  | (2,775.00)             | (600.00)                  | 2,175.00           |
| Waterfront - Special Events                 | (2,900.00)             | -                         | 2,900.00           |
| Waterfront - Parking Fees                   | (106,480.76)           | (160,292.21)              | (53,811.45)        |
| Waterfront - Parking Fines                  | (30,180.70)            | (52,558.28)               | (22,377.58)        |
| Nichols Basin - Lease                       | (600.00)               | (600.00)                  | -                  |
| Nichols Basin - Special Events              | 140.01                 | -                         | (140.01)           |
| Nichols Basin - Concessions                 | (2,225.01)             | (3,697.86)                | (1,472.85)         |
| The Hook - Miscellaneous                    |                        | (1,000.00)                | (1,000.00)         |
| The Hook - Special Events                   | -                      | (325.00)                  | (325.00)           |
| The Hook - Concessions                      | (8,316.00)             | (8,033.95)                | 282.05             |
| Event Site - Miscellaneous                  | (2,909.96)             | (400.00)                  | 2,509.96           |
| Event Site - Special Events                 | (18,300.00)            | (12,400.00)               | 5,900.00           |
| Event Site - Permit Season Passes           | (191,760.00)           | (194,800.00)              | (3,040.00)         |
| Event Site - Day Passes                     | (52,759.71)            | -                         | 52,759.71          |
| Event Site - Concessions                    | (20,931.01)            | (21,828.80)               | (897.79)           |
| Marina Park - Picnic Shelter                | (220.00)               | -                         | 220.00             |
| Marina Park - Special Events                | (3,550.00)             | (3,300.00)                | 250.00             |
| Marinia Park - Concessions                  | (5,543.98)             | (7,471.20)                | (1,927.22)         |
| The Spit - Concessions                      | (3,372.00)             | (3,810.60)                | (438.60)           |
| <b>Total Operating Revenue - Waterfront</b> | <b>\$ (452,684.12)</b> | <b>\$ (471,117.90)</b>    | <b>(18,433.78)</b> |

4% increase

|  | 2022      | 2023<br><i>thru 10/13</i> |             |
|--|-----------|---------------------------|-------------|
| <b>Operating Expenses</b>                  |           |                           |             |
| Waterfront Wages                           | 39,176.74 | 25,718.83                 | (13,457.91) |
| Waterfront Taxes and Benefits              | 17,515.69 | 11,675.07                 | (5,840.62)  |
| Waterfront Maintenance                     | 627.74    | -                         | (627.74)    |
| Waterfront Miscellaneous                   | 17.00     | 2,471.88                  | 2,454.88    |
| Waterfront - Parking Management - Duncan   | 6,197.72  | 142.20                    | (6,055.52)  |
| Waterfront - IT / Security                 | 1,395.83  | -                         | (1,395.83)  |
| Waterfront - Professional Services         | 42,329.75 | 17,923.75                 | (24,406.00) |
| Waterfront - Professional Services Parking | 58,609.90 | 31,874.83                 | (26,735.07) |
| Waterfront - Professional Services Legal   | 52,490.95 | 15,163.65                 | (37,327.30) |
| Nichols Basin - Wages                      | 14,465.63 | 7,412.71                  | (7,052.92)  |
| Nichols Basin - Taxes and Benefits         | 7,489.09  | 3,801.44                  | (3,687.65)  |
| Nichols Basin - Electric                   | 276.75    | 208.50                    | (68.25)     |
| Nichols Basin - Garbage                    | 19.63     | -                         | (19.63)     |
| Nichols Basin - Water                      | 9,951.62  | 22,847.44                 | 12,895.82   |
| Nichols Basin - Maintenance                | 2,694.18  | 2,315.98                  | (378.20)    |
| Nichols Basin - Miscellaneous              | 4,785.07  | 7,697.23                  | 2,912.16    |
| Nichols Basin - Prof. Services / legal     | 604.59    | 1,735.00                  | 1,130.41    |
| The Hook - Wages                           | 10,760.47 | 6,838.94                  | (3,921.53)  |
| The Hook - Taxes and Benefits              | 5,488.41  | 3,496.06                  | (1,992.35)  |
| The Hook - Garbage                         | 723.21    | -                         | (723.21)    |
| The Hook - Maintenance                     | 8,619.48  | 7,041.80                  | (1,577.68)  |
| The Hook - Miscellaneous                   | 7,422.02  | 6,419.40                  | (1,002.62)  |
| The Hook - Prof. Services / Legal          | 604.59    | 1,735.00                  | 1,130.41    |
| Event Site - Wages                         | 85,966.71 | 58,613.94                 | (27,352.77) |
| Event Site - Taxes and Benefits            | 35,097.65 | 18,443.19                 | (16,654.46) |

|                                       |                      |                      |                     |
|---------------------------------------|----------------------|----------------------|---------------------|
| Event Site - Electric                 | 1,566.89             | 1,738.22             | 171.33              |
| Event Site - Gas                      | 1,407.50             | -                    | (1,407.50)          |
| Event Site - Garbage                  | 6,112.90             | 1,093.43             | (5,019.47)          |
| Event Site - Water                    | 22,296.65            | 16,172.41            | (6,124.24)          |
| Event Site - Maintenance              | 9,700.25             | 11,095.37            | 1,395.12            |
| Event Site - Miscellaneous            | 24,247.71            | 17,884.58            | (6,363.13)          |
| Event Site - IT/Security              | 1,964.66             | 2,172.34             | 207.68              |
| Event Site - Prof Services            | 604.59               | -                    | (604.59)            |
| Event Site - Prof. Services Legal     | 2,375.00             | 2,308.00             | (67.00)             |
| Marina Park - Wages                   | 120,588.02           | 63,179.18            | (57,408.84)         |
| Marina Park - Taxes and Benefits      | 61,834.63            | 32,502.37            | (29,332.26)         |
| Marina Park - Electric                | 981.12               | 746.90               | (234.22)            |
| Marina Park - Gas                     | 1,661.77             | 1,970.61             | 308.84              |
| Marina Park - Garbage                 | 900.13               | 983.20               | 83.07               |
| Marina Park - Water                   | 4,241.01             | 3,134.50             | (1,106.51)          |
| Marina Park - Maintenance             | 16,841.79            | 9,787.14             | (7,054.65)          |
| Marina Park - Miscellaneous           | 14,102.96            | 10,991.33            | (3,111.63)          |
| Marina Park - IT/Security             | 5,072.68             | 410.00               | (4,662.68)          |
| Marina Park - Prof. Services / Legal  | 704.59               | 1,735.00             | 1,030.41            |
| The Spit - Wages                      | 10,760.47            | 6,838.94             | (3,921.53)          |
| The Spit - Taxes and Benefits         | 5,488.41             | 3,496.06             | (1,992.35)          |
| The Spit - Garbage                    | 652.20               | -                    | (652.20)            |
| The Spit - Maintenance                | 6,640.43             | 5,234.27             | (1,406.16)          |
| The Spit - Miscellaneous              | 4,833.13             | 4,688.70             | (144.43)            |
| The Spit - Prof. Services / legal     | 604.59               | 1,735.00             | 1,130.41            |
| Total Operating Expenses - Waterfront | <b>\$ 739,514.50</b> | <b>\$ 453,474.39</b> | <b>(286,040.11)</b> |

-

\$ 286,830.38    \$ (17,643.51)    (304,473.89)

-39%



**November 14, 2023**  
**Fall Planning Session**

**Discussion Topic:**

Parking System Changes Discussion

**Overview:**

During the October 17 regular meeting, staff presented preliminary results from the waterfront parking system changes that were approved by the Commission in May and implemented in June of this year. Overall, these parking system changes enabled the Port to increase revenue and reduce expenditures with a net increase of income from paid parking in 2023 of around 41% YTD. However, the parking system changes were implemented very quickly and the Commission has requested that staff evaluate the following potential changes to the system and provide recommendations for 2024:

**1. Lower the cost of parking in the Marina Boat Launch parking lot.**

- a. Implementing paid parking in the boat launch parking lot created \$15,000 in new revenue in the first year.
- b. Public testimony was received, both written and spoken during Commission meetings, by area fishermen protesting both the daily rate of \$15 and the mobile payment only system.
- c. For reasons only related to speed of fulfillment and ease of implementation, the Port enabled long-term boat launch users to purchase Event Site annual passes for use in the marina lot, requiring only the \$200 regular length pass regardless of the boat trailer/tow vehicle length.
- d. With minimal programming costs, the Port can reduce the hourly, daily, and annual pass parking rates in this lot while leaving rates the same in all other parking areas, if desired.

**Staff recommendation:** Since most complaints received stated that the customer used the boat launch for several weeks a year and therefore the \$15 daily rate was unacceptable, and since annual passes provide a way for customers to avoid using the mobile payment system entirely, staff recommends the Commission establish an annual pass price for the Marina Boat Launch that is lower than the Event Site annual pass price. Leaving the hourly/daily rates and payment methods the same may encourage the long-term boat launch users to purchase the pass at the beginning of the year, providing a substantial discount and solving technology frustrations. No enforcement changes would be required, some website and front desk changes would need to be made but they would be minimal, and we think customer satisfaction would increase.

**2. Offering an alternate payment method at the Boat Launch.**

- a. The Commission asked staff to explore the option of locating a cash/check dropbox at the boat ramp to provide an alternate to the mobile payment only method to alleviate technology frustration for elderly customers.

- b. Staff has determined this would create problems with parking enforcement, as the contents of the drop box would need to be constantly monitored and accounted for prior to ticket issuance. This is not feasible.

**Staff recommendation:** Offering annual passes at a lower rate for the Marina boat launch parking lot only could be a good solution to these customer complaints, as they can be purchased with cash or check in the office during regular business hours, or online with mail delivery or in office pick up and one transaction takes care of the payment for the entire year.

### 3. Offering a senior discount in the parking lots.

- a. The Commission requested staff to evaluate provision of discounts for seniors, veterans, and Hood River County residents, and to determine what impacts such a measure would have on revenue.
- b. Online sales of annual passes are the most efficiently produced metric for this study. In 2023, 43% of annual pass sales had a 97031 billing address zip code. We can assume at least 50% of online sales were Gorge residents.
- c. In the past, the Port provided a discount for passes sold to the same household. A family would purchase one pass full price, and subsequent passes for the same household at a discount, each tied to a specific vehicle (by plate). This system required far too much accounting/oversight and unfortunately led to abuse of the benefit. The transition to offering transferrable passes simplified the ability to provide this benefit.
- d. Municipalities that provide resident discounts for recreational amenities typically do so based on sufficient local property tax revenues funding those facilities. Port properties are not sufficiently funded by local property tax revenue.
- e. Verification of residency is challenging and will create additional overhead costs. Hood River County has a large number of summers-only residents, so the intent to provide a discount to permanent residents only would be very difficult.
- f. Senior discounts at the Event Site lot in particular have the potential to reduce needed revenue to a greater extent than intended, as a large percentage of our regular customers would qualify for the discount.
- g. Senior and Veteran discounts can be easily accommodated in online annual pass sales, but would require all such customers to pick up their passes in the office to present identification verifying their status. This could create longer lines in the front office and delay customer services for Breezeby customers. It's important to note that the Port customer service staff (currently only 3 FTE) provide in-person, telephone, and email-based customer service to over 40,000 individuals. Season pass sales number in the thousands each year, so it's important to recognize the potential impact to the front desk for these special discounts. Annual passes, without a discount, provide a substantial cost savings to all customers, regardless of residency, age, or veteran status in a simple and manageable way. Only the veteran discount, because of the relatively low number of individuals that would qualify, initially appears to be feasible.

**Staff recommendation:** Lower the cost of the annual passes in the Marina boat

launch parking lot and discuss the Commission's desire to provide a veteran's discount at a certain percentage for the annual passes only, acknowledging that these customers would have to pick up their passes in the office during regular business hours and show their veteran ID card.

**4. Staff the Event Site booth Fridays – Sundays and sell annual passes.**

- a. Enabled by the mobile payment capabilities and in an effort to reduce costs, the Port ceased the sales of annual and daily passes at the Event Site last year. However, since the volunteer Event Site hosts typically do not arrive until June, and since the Event Site is very busy and the parking payment method changed, the Port felt that staff should be on site to provide assistance to visitors. During the summer months, a Port employee presence for visitor support really is needed and appreciated by visitors to the Event Site. Annual pass sales numbers were down and having this option at the Event Site would likely bring those back up.

**Staff recommendation:** Reinstate the sales of annual passes at the booth next year, as it would provide sufficient customer service without an increase of personnel costs. Manage personnel costs by scheduling Event Site booth staff Fridays – Sundays and busy holidays only.

**Key Questions:**

1. What is the Commission's direction on each of these actions?
2. What other actions, or approaches would the Commission like to pursue?

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## **FALL PLANNING, NOVEMBER 14, 2023**

### **Discussion Topic: Lower Mill Financing Options**

#### **Overview:**

In September the commission heard a report from EcoNorthwest regarding development opportunities at the Lower Mill property in Odell. There are a number of considerations for moving forward with the development; the options below could be mixed and/or matched to finance development. The Port currently owns four contiguous parcels.

1. Sell one or all of the property. There are currently three parcels, so one or two could be sold to provide some money for development on the third. Appraisals are underway to determine the value of the three bare pieces of land, however the same limitations the Port faces regarding demand for industrial space in Odell will affect the value of the parcels.
2. Determine if there are any grants available for development of the land. Right now economic development is not a hot topic. Unemployment is low, and the Hood River area has a number of desirable employment opportunities. However grants do become available from state and regional agencies, and if the economy does go into a recession there may be federal grants available as well.
3. Obtain low-interest loans to fund development. The EcoNorthwest report alluded to a \$4M flexible space development on one lot. Business Oregon, and other economic development agencies, do offer low-interest loans (Business Oregon has a program that offers the 30-year treasury rate minus one percent). Assuming the Port could get a loan for around 4% interest, that would be an annual debt service payment of approximately \$290k per year if the development was financed for 20 years. EcoNorthwest estimated income from light industrial at \$9.60 a square foot, so a 22,000 square foot building would generate about \$211k per year. There would need to be some plan to bridge the gap.
4. The Port could use existing reserves to fund a building. The current budget indicates the Port will end the fiscal year in June with about \$7.2 million in unrestricted fund balance. Some of that money could be used to fund development on one of the lots.

The most likely scenario is to combine a couple of options, such as grants, low interest loans, and/or using cash reserves to fund development.

All scenarios are a snapshot in time. The Port looks at investments in assets for long-term returns, not just calculating returns on today's rates and demand. Also, if the Port chooses to sell one or more properties, a decision will be needed on whether to sell more desirable property in order to generate more money up front, or to sell the less desirable property and generate more revenue from the property we keep.

The EcoNorthwest report was limited by funding. The Port had a grant to pay for an initial study. The next step would be to get an architecture firm on retainer to provide more in-depth

information regarding building options and costs, and to get appraisals on the parcels to help make an informed decision.

**RECOMMENDATION:** Direct staff to move forward with retaining an architect to help determine options and costs for various development scenarios.

## FALL PLANNING, NOVEMBER 14, 2023

### Discussion Topic: New Location for Port Administration

#### Overview:

Since the bridge replacement project will require the relocation of the current Port administrative and maintenance facilities, staff is requesting that the Port acquire the services of an architect. The architect can work with staff to determine the best use of the space to maximize workflow and help evaluate site locations. When determining sites, staff considered proximity to the current building for customer service, parking availability, availability of space, and impacts to net income. The attachment includes a break-down of the positives and negatives of each space.

There are a variety of options for relocating the administrative office:

1. Marina One building remodel. This is the preferred option for relocation. It's close to the current administrative building and the majority of our customers. The space available is identical to the space needed. During bridge construction, the general area will be busy. It is likely an impact that may drive away other renters; but one that may make sense for administrative proximity to the project. In addition, the building was originally constructed to serve as the Port's administrative Office. Plenty of customer parking. The yard between the DMV and Marina One buildings could also temporarily be used as a maintenance yard. HNTB recently moved out of space and most of the tenant leases end in 2024.
2. Wasco Building remodel.
3. Big 7 Building remodel.
4. Construction of a new administration building.
5. Rental of temporary manufactured unit.
6. Rental of commercial space in town.

**RECOMMENDATION:** Approve contracting with an architect to begin reviewing administrative programming and begin developing a remodeling plan for the temporary replacement of the Port's administrative building during bridge construction.

As there are a number of port projects that could use the services of an architect, it would be efficient to have a competitive procurement for master services with an architectural firm to assist with a building remodel, Odell development, airport hangar, update all of our floor plans, and other needs over the next few years.

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### Current Port Office & Facilities Shop

|                            |          |
|----------------------------|----------|
| Administrative Office:     | 3,679 SF |
| Facilities Shop:           | 4,668 SF |
| Community/Commission Room: | 1,165 SF |
| <hr/>                      |          |
| Total:                     | 9,512 SF |

### Marina Park Building #1

- 1,400 SF West Wing second Floor (HNTB is relocated)
- 1,270 SF East Wing First Floor (Vacant)
- 913 SF East Wing Second Floor (Vacated by Crestline in June 2024)
- Total 3,583 SF easily available for Administrative Functions

Positives:

- Space can be made available relatively easy. (Limited terms on existing leased space)
- Location close to service centers (Customer service & Facilities)
- Adequate parking available

Negatives:

- No immediate space for Facilities Shop
- Commission/Community Meeting Room undetermined
- Old building will require upgrading
- Loss of potential revenue for Real Estate portfolio

### Maritime Building

- 38,474 SF available for Administrative, Facilities and Community Meeting Room
- (HRD Lease current until June 2024. Five (5) one-year extensions still available.

Positives:

- Tenant is on yearly extensions after June 2024
- Both Administrative and Facilities functions can be accommodated
- Proximity to our service centers
- Adequate parking available
- Can subdivide and lease out unneeded space

Negatives:

- Loss of rental revenue
- More space than needed
- Old building requiring upgrades
- Location has future redevelopment potential

## Wasco Building

- 14,857 SF available for Administrative and Community Meeting Room
- Cloud Cap has a 1-year lease through June 2024

### Positives:

- Newer facility, Port owned
- Administrative functions accommodated with little need for remodel
- Tenant is on a 1-year lease
- Can lease out additional space not needed for Port functions (flex)
- Adequate parking

### Negatives:

- Loss of rental revenue
- Will need to review strategic renovations to assess if Facilities functions can be accommodated

## Build new building

### Positives:

- New construction can be adequately programed to accommodate Port needs
- Financing of new facility will be assisted by reimbursement from the New Bridge project
- Port could consider constructing a new facility that would temporarily house Port administrative functions, then relocate and lease new facility to generate additional revenue.

### Negatives:

- Location undetermined (Lot 5, Lower Mill, Airport, purchase new)
- Cost of construction
- Future needs/requirements of the Port functions/staff unknown

## **FALL PLANNING, NOVEMBER 14, 2023**

### **Discussion Topic: Lot 1 Improvements**

#### **Overview:**

During the November 15, 2023, Port planning discussion, the Commission directed staff to solicit a Request for Proposal (RFP) for East Anchor Way and North First Street Utility Design & Engineering services. On May 16, 2023, the Commission approved a contract award to KPFF for civil design services.

Staff increased the original scope of work to include additional site evaluation and research to include further analysis of circulation deficiencies at the Second Street and Riverside Drive intersection, increased coordination with ODOT, confirm overall design intent, and assess what impacts the Second Street and Riverside Drive intersection will have on future development on Lot 1 and the Waterfront overall.

As presented by KPFF at the October 17, 2023, Commissioner Meeting, the Second Street and Riverside intersection will be failing the City of Hood River's volume/capacity (V/C) mobility target by 2032. An extension of Anchor Way and realignment of 1<sup>st</sup> Street would only push that fail rating out two years later. KPFF's further analysis showed that after the projected full build out date of 2043 for the entire Waterfront, only two of the five intersection traffic control scenarios, a Roundabout, or a Traffic Signal, would successfully accommodate the projected V/C mobility target, and effectively resolve the intersection issue permanently.

The Port currently has a \$500,000 Immediate Opportunity Fund (IOF) Grant through the Oregon Department of Transportation and a State of Oregon ARPA grant for \$500,000. Staff has also pursued an EDA grant for \$1.9M for construction of the Anchor Way and 1<sup>st</sup> Street project. In an effort to remain flexible, given the relatively new information concerning Second Street and Riverside intersection, staff reached out to the EDA to inquire if those funds could be reappropriated to one of the two identified solutions for the Second Street and Riverside intersection. The EDA program managers were receptive to adjusting the scope but required additional materials in the amendment, such as preliminary costs estimates and revised narrative explaining the need for the amendment.

Attached are KPFF's preliminary cost estimates and conceptual site plans for both the 1<sup>st</sup> Street realignment and roundabout.

Staff seeks direction on which project to pursue first. Refined costs for the Port vs available grant funding for either option will be further investigated and communicated to the Port Commission once a direction to staff is provided.

**RECOMMENDATION:** Direct staff to pursue a roundabout option at Second Street and Riverside.

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# Memorandum

Page 1 of 3



**DATE:** November 7, 2023

**PROJECT:** 2300068-Port of Hood River – First Street

**SUBJECT:** 2<sup>nd</sup> Street and Riverside Memorandum

**TO:** Kevin Greenwood  
Port of Hood River

**FROM:** Curt Vanderzanden  
KPFF Consulting Engineers

**PHONE:** 541-961-9517

**PHONE:** 503-542-3808

**EMAIL:** kgreenwood@portofhoodriver.com

**EMAIL:** curt.vanderzanden@kpff.com

## Memorandum

### *Scope*

The purpose of this memorandum is to provide additional details on the two opportunities presented as possible solutions to the challenges at 2<sup>nd</sup> and Riverside discussed in the memorandum “First Street and Anchor Way Memorandum”, dated October 17, 2023. The two opportunities presented included the implementation of a Traffic Signal and the implementation of a Roundabout at 2<sup>nd</sup> and Riverside. The Port Commission has requested a rough order of magnitude (ROM) cost estimate to help them in their decision-making. This memo will identify a ROM estimate, but also the preliminary design criteria.

A ROM estimate has been completed for both the roundabout and the traffic signal. Some assumptions were made in estimating including:

- 2<sup>nd</sup> and Riverside will need to remain open during construction,
- Right of Way acquisition was not included in the estimate,
- ODOT agrees with the previous memorandum and possible solutions,
- Cost data has been based on available bid information from ODOT and other sources at the time of this effort.

For both the signal and roundabout there are potential risks associated with schedule and costs that are relative to ODOT reviews and approvals. In addition, depending on funding sources, there could be additional constraints and expectations that are not identified in this memorandum and will need to be fully researched.

### *Roundabout*

The implementation of a single-lane roundabout at 2<sup>nd</sup> and Riverside would resolve the challenges associated with additional development at the Port. It would provide a permanent solution for traffic V/C ratio design criteria set forth by the Highway Design Manual. See Appendix A for the Roundabout Exhibit.

### *Design Criteria and Expectations*

A single-lane roundabout at 2<sup>nd</sup> and Riverside will take more area than the current intersection configuration. The design team has identified that large trucks, such as WB-67, will be using this intersection. Therefore, the

# Memorandum

November 7, 2023  
Page 2 of 3



proposed roundabout diameter is expected to be around 150-feet to accommodate the turning movements of larger interstate trucks. Along with the overall size, each leg of the intersection will be reconstructed to accommodate the vehicle movements necessary when implementing a roundabout.

The existing grade to the intersection averages 5%, it is recommended that the approaches of the roundabout not exceed 4% at the ingress or egress. Therefore, the roundabout has been shifted north from the location of the existing intersection to better accommodate this design constraint.

Currently, the design incorporates a 21-foot-wide travel lane, a 15-foot-wide truck apron, and an 80-foot-diameter landscape area in the center. In addition, new pedestrian crossings, a 14-foot pedestrian pathway with landscape buffer, truck aprons at the approaches, and new striping are anticipated.

## *Cost Estimate*

From previous projects that are similar in scope, not including Right-of-Way acquisition, the full buildout ROM estimate is \$2,983,000. For a detailed estimate see Appendix B. The roundabout, while more expensive up front, does have significantly less maintenance costs during its lifespan.

## *Traffic Signal*

The implementation of a traffic signal at 2<sup>nd</sup> and Riverside could address the challenges that will arise as development continues at the Port. It could provide a permanent solution for traffic Volume to Capacity (V/C) ratio design criteria as set forth by the Highway Design Manual.

## *Design Criteria and Expectations*

Based on preliminary analysis provided by DKS we anticipate that the current footprint of the intersection is sufficient to provide the necessary queuing at the southern end of the intersection for the northbound left turn lane. Therefore, no changes in the intersection geometry have been identified at this time. It should be expected that the pedestrian ramps associated with the intersection will most likely be replaced with any modification to this intersection. In addition to ramps, the intersection will most likely need to be outfitted with wireless traffic signal communications with the two traffic signals at the interchange. Striping at the intersection and along all four legs of the intersection will need to be revised.

## *Cost Estimate*

From previous projects that are similar in scope that require all new traffic signal buildout with wireless communication, revised striping, and new pedestrian ramps, the ROM estimate is \$650,000. This initial cost would also be accompanied by ongoing operational costs including electrical supply as well as maintenance and repairs on the signaling devices.

# Memorandum

November 7, 2023  
Page 3 of 3



## Conclusion

| Concept Cost Estimate                                   | Traffic Signal   | Roundabout         |
|---|------------------|--------------------|
| Construction Costs                                      | \$500,000        | \$2,294,000        |
| Contingency (30%)                                       | \$150,000        | \$689,000          |
| <b>Total Construction Costs (Including Contingency)</b> | <b>\$650,000</b> | <b>\$2,983,000</b> |

As development within the Port continues, the traffic challenge at 2<sup>nd</sup> and Riverside will become more evident. As the Port continues to pursue solutions, keep in mind that the City of Hood River (City) and the Oregon Department of Transportation (ODOT) will have input on what can and cannot be implemented at this intersection.

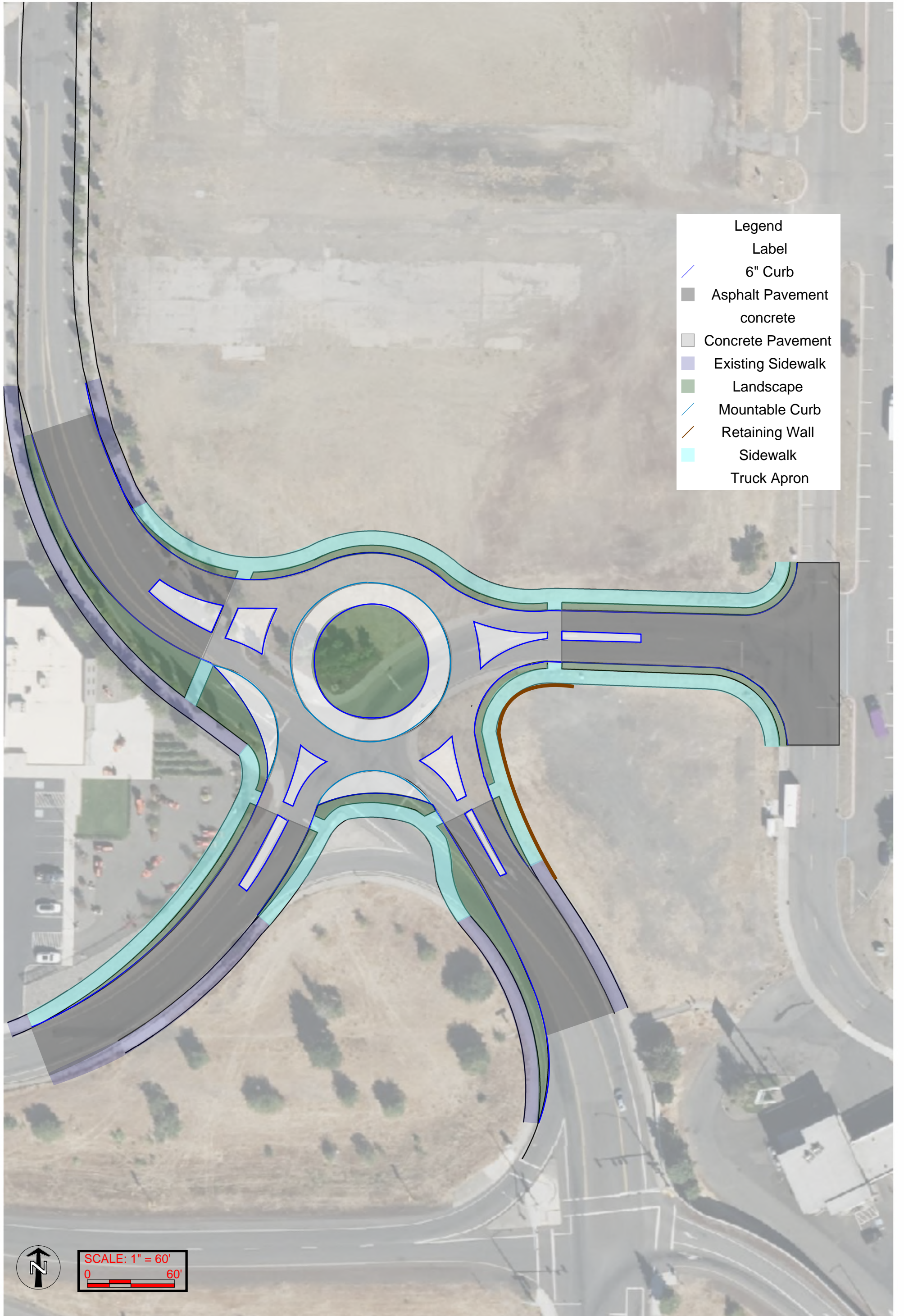
*Appendix A: Roundabout Preliminary Layout*

*Appendix B: Roundabout Concept Design Estimate*

2300068-kb

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| Legend            |  |
|-------------------|--|
| Label             |  |
| 6" Curb           |  |
| Asphalt Pavement  |  |
| concrete          |  |
| Concrete Pavement |  |
| Existing Sidewalk |  |
| Landscape         |  |
| Mountable Curb    |  |
| Retaining Wall    |  |
| Sidewalk          |  |
| Truck Apron       |  |



SCALE: 1" = 60'



## POHR-Concept Design Estimate Construction Costs

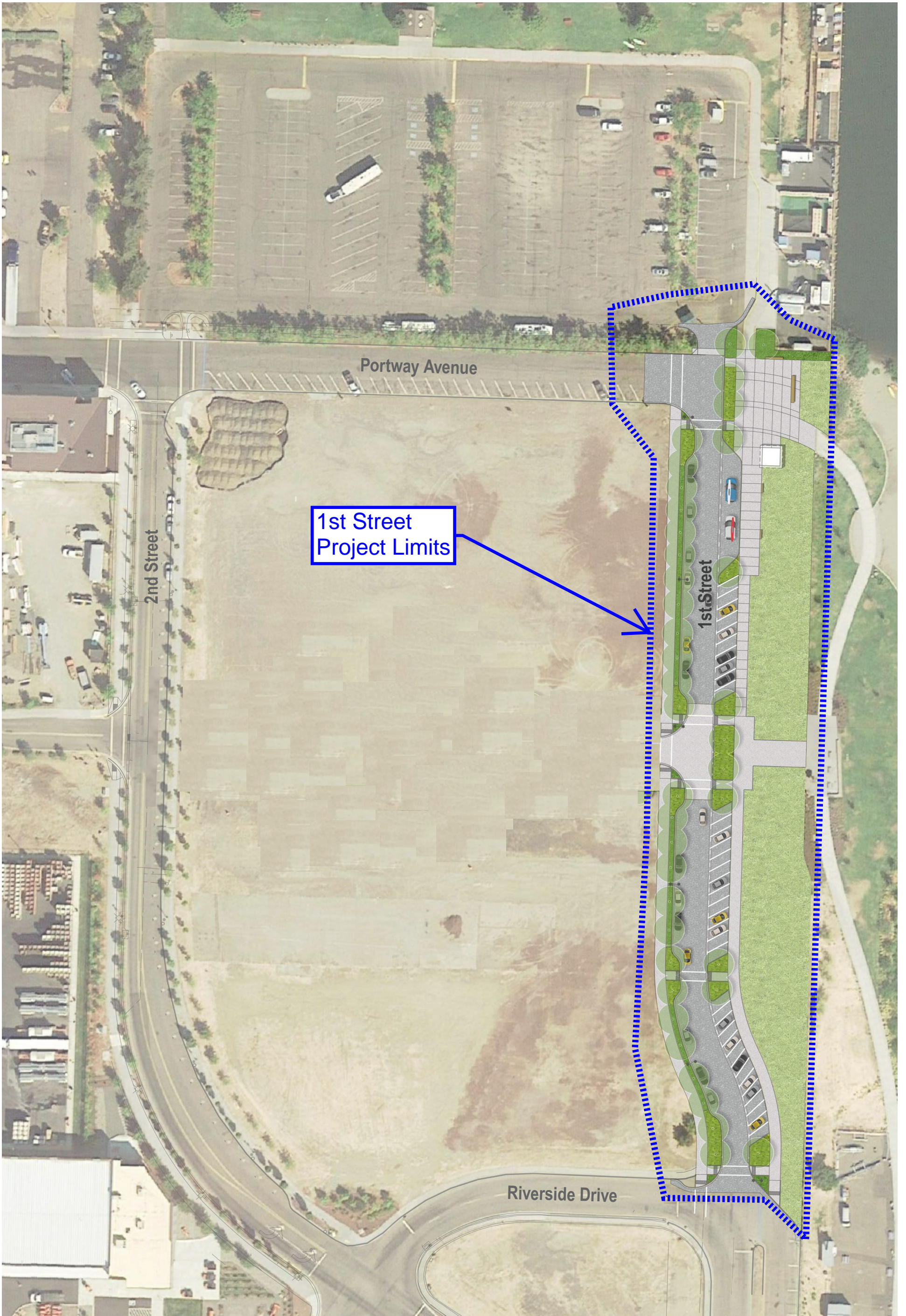
11/06/2023

| ITEM NUMBER AND DESCRIPTION                                     | Cost                  |
|---|-----------------------|
| PART 00200 - MOBILIZATION, TEMPORARY FEATURES AND APPURTENANCES | \$291,000.00          |
| PART 00300 - ROADWORK   | \$362,000.00          |
| PART 00400 - DRAINAGE AND SEWERS                                | \$250,000.00          |
| PART 00500 - STRUCTURES   | \$180,000.00          |
| PART 00600 - AGGREGATE BASES                                    | \$142,000.00          |
| PART 00700 - WEARING SURFACES                                   | \$936,000.00          |
| PART 00800 - STRIPING   | \$7,000.00            |
| PART 00900 - SIGNAGE AND LIGHTING                               | \$51,000.00           |
| PART 01000 - LANDSCAPE  | \$75,000.00           |
| <b>CONSTRUCTION SUBTOTAL</b>                                    | <b>\$2,294,000.00</b> |
| <b>TOTAL PROJECT CONTINGENCY (30%)</b>                          | <b>\$689,000.00</b>   |
| <b>TOTAL PROJECT ESTIMATE</b>                                   | <b>\$2,983,000.00</b> |

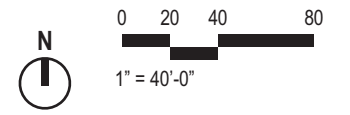
**Notes:**

1. Estimate based on standard measurement and payment practices as specified in the 2022 Oregon Standard Specifications for Construction
2. Unit prices based on ODOT Bid History Catalog dated January, 2022 and Weighted Average Item Prices - Calendar Year 2021 dated 9/1/2023
3. Estimate does not include costs for Right-of-Way acquisition/Engineering





**1ST STREET AND ANCHOR WAY**  
 From Riverside Drive to Portway Avenue







**1st Street**

| ITEM NUMBER  | ITEM DESCRIPTION | QUANTITY | UNIT PRICE | ITEM COST              |
|--|------------------|----------|------------|------------------------|
| PART 00200 - MOBILIZATION, TEMPORARY FEATURES, AND APPURTENANCES |                  |          |            | \$ 210,605.00          |
| PART 00300 - ROADWORK  |                  |          |            | \$ 618,020.00          |
| PART 00400 - DRAINAGE AND SEWERS                                 |                  |          |            | \$ 274,975.00          |
| PART 00600 - AGGREGATE BASES                                     |                  |          |            | \$ 126,000.00          |
| PART 00700 - WEARING SURFACES                                    |                  |          |            | \$ 588,120.00          |
| PART 00800 - STRIPING  |                  |          |            | \$ 6,790.00            |
| PART 00900 - SIGNAGE AND LIGHTING                                |                  |          |            | \$ 50,500.00           |
| PART 01000 - LANDSCAPE   |                  |          |            | \$ 63,415.00           |
| PART 01100 - WATER   |                  |          |            | \$ 107,000.00          |
| PART 01900 - POWER RELOCATION                                    |                  |          |            | \$ 60,000.00           |
| <b>CONSTRUCTION SUBTOTAL</b>                                     |                  |          |            | <b>\$ 2,105,425.00</b> |
| ESTIMATE COST  |                  |          |            | \$ 2,105,425.00        |
| CONTINGENCY (30.0%)  |                  |          |            | \$ 631,627.50          |
| <b>CONSTRUCTION ESTIMATE TOTAL</b>                               |                  |          |            | <b>\$ 2,737,052.50</b> |

**Notes:**

1. Estimate based on standard measurement and payment practices as specified in the 2021 Oregon Standard Specifications for Construction
2. Unit prices based on ODOT Bid History Catalog dated September, 2021 and Weighted Average Item Prices - Calendar Year 2021 dated 6/8/2021
3. Estimate does not include costs for Right-of-Way acquisition

## **FALL PLANNING, NOVEMBER 14, 2023**

### **Discussion Topic:**

### **South Apron T-Hangar Development**

#### **Overview:**

The Port of Hood River relies on FAA AIP Grant funding to assist with funding site improvements at the Ken Jernstedt Airfield (4S2). Traditionally, the funding is only available for primarily operational, safety or maintenance projects. Vertical construction projects, such as hangars, are not generally approved for FAA funding.

On November 15, 2021, the Federal Government passed the Infrastructure Investment and Jobs Act (IIJA), aka the Bipartisan Infrastructure Law (BIL), to modernize infrastructure, increase equity in transportation, help fight climate change, strengthen the supply chain, and create jobs. The BIL Grant program, as distributed through the FAA, has much less stringent requirements on the types of projects the funding can be used for.

The BIL program is a five-year accrual program that requires use of the allocated funds by the end of the five years, or the funds must be forfeited back to the FAA. While the overall amount expected to be available to 4S2 is unknown, the program began with \$159,000 available in 2022, and \$145,000 available in 2023. The presumption is that the amounts available in 2024-2026 will be close to those original amounts, if not slightly less. Using those estimates, 4S2 will have approximately \$739,000 accrued in BIL funds to use towards a construction project in 2026.

The traditional FAA AIP Program has two allocation programs. The Entitlement program automatically allocates \$150,000 to 4S2 annually, that can rollover for up to five years before it must be spent or forfeited. 4S2 will have approximately \$518,000 in Entitlement dollars by 2026. The second is the Discretionary program, which provides larger funding opportunities but requires a formal request tied to a project, FAA review, and allocation schedule determined by when the FAA can assume those funds will be available. Discretionary funds are not able to roll over and must be used in the specified year.

Until very recently 4S2 had a placeholder for a \$1M Discretionary fund request in 2025 to rehabilitate existing taxi lanes around A & B T-Hangar blocks and construct new taxi lanes in support of a new 10-block of T-Hangars on the South Apron that are targeted to be constructed through the assistance of BIL funding. The FAA contacted Port staff and informed us that the \$1M in Discretionary funding will not be available.

Staff and Precision Approach Engineering began developing an alternative strategy to maintain the intention of new hangar construction using BIL funding and creative ways to use Entitlement funding to construct taxi lanes. The FAA restricts use of Entitlement dollars to non-revenue generating projects, unless the Airport Sponsor is willing to sacrifice the ability to ask for Discretionary funding for three years after revenue generating project is complete if Entitlement dollars are used. Given the lack of future projects with the magnitude that would require 4S2 to request Discretionary funding for the foreseeable future, and the presumption that the FAA may

not be able to fund anything for the next three to four years anyways, this penalty does not appear to be detrimental.

A simplified funding schedule is provided in Exhibit A that helps illustrate a strategy to accomplish construction of both the T-Hangar and the taxi lanes. The desire is to design and go out for bid for both the T-Hangars and the taxi lane in 2024, construct both the T-Hangars and the taxi lane in 2025, and then request BIL reimbursement in 2026 for the last year the program will be distributing these types of funds.

Exhibit A, while showing 4S2's 10% match of the FAA funding sources, does not show the additional 90/10 split of that 10% match that the Critical Oregon Airport Relief (COAR) grant program provides, which can further reduce the overall out of pocket for 4S2 to 1%. Additionally, the COAR program may be able to provide up to \$318K in grant reimbursement when the airport sponsor is bringing more than that in additional match dollars to complete a project. The 2025 T-Hangar Construction project is an example of where additional COAR reimbursement would be requested.

According to the estimated numbers in Exhibit A, the worst-case scenario is 4S2 would need to invest \$715,100 into the entire project. The best-case scenario is 4S2 would need to invest as little as \$396,430 in the entire project, if COAR grants the additional \$250,000 towards the construction project in 2025. Using an average of \$5,000 per t-hangar unit annually, with 10 T-Hangars that equates to \$50,000 per year. In the worst-case scenario with the \$715,100 price tag, the project would be cash on cash in approximately 14 years. In the best-case scenario, with the \$396,430 price tag, the project would be cash on cash in approximately 8 years. Staff assumes the overall price out of pocket for the Port will somewhere between those two values.

**RECOMMENDATION:** Direct staff to pursue grants through all available funding to construct T-Hangars on the South Apron.

Exhibit A

| FAA By Year  | Project   | Entitlement Available | Bill Available | Planning Level Project Costs | Entitlement Spent | Bill Spent | 452 Match (10%) | Additional 452 Match | Possible COAR Grant Funding |
|--------------|---|-----------------------|----------------|------------------------------|-------------------|------------|-----------------|----------------------|-----------------------------|
| 2024         | New T-Hangar: Phase 1 - Design & Bidding                |                       | \$449,000      | \$85,000                     |                   | \$76,000   | \$9,000         |                      | \$8,100                     |
|              | New T-Hangar TaxiLanes: Phase 1 - Design & Bidding      | \$450,000             |                | \$85,000                     | \$76,000          |            | \$9,000         |                      | \$8,100                     |
| 2025         | New T-Hangar: Phase 11 - Construction & SDC             |                       | \$518,000      | \$1,300,000                  |                   | \$518,000  | \$73,800        | \$710,000            | \$66,420-\$250,000          |
|              | New T-Hangar TaxiLanes: Phase 2 - Design & Bidding      | \$524,000             |                | \$582,000                    | \$524,000         |            | \$58,300        |                      | \$52,470                    |
|              | BIL Reimbursement for New T-Hangar Construction in 2025 |                       | \$145,000      |                              |                   | \$145,000  |                 | -\$145,000           |                             |
| 2026         |   |                       | \$739,000      | \$2,052,000                  | \$600,000         | \$739,000  | \$150,100       | \$565,000            | \$68,670-\$318,670          |
| <b>Total</b> |   |                       |                |                              |                   |            |                 | \$715,100            |                             |

**4S2 Proposed Hangar**  
Write a description for your map.

NEW T-HANGAR PROJECT - DESIGNED, BID AND CONSTRUCTED AS A BIL FUNDED ADDITIVE BID SCHEDULE TO THE NW TAXILANES RECONSTRUCTION AND NEW SW TAXILANE PROJECT  
PHASE I - DESIGN (2024)  
PHASE II - CONSTRUCTION (2025)



**Nested T-Hangars**

| ROW | UNIT | 1 UNIT | 2 UNITS | 3 UNITS | 4 UNITS | 5 UNITS | 6 UNITS | 7 UNITS | 8 UNITS | 9 UNITS | 10 UNITS | ROW |
|-----|------|--------|---------|---------|---------|---------|---------|---------|---------|---------|----------|-----|
| 1   | 1    | 1      | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10       | 1   |
| 2   | 1    | 2      | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11       | 2   |
| 3   | 1    | 2      | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11       | 3   |
| 4   | 1    | 2      | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11       | 4   |
| 5   | 1    | 2      | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11       | 5   |
| 6   | 1    | 2      | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11       | 6   |
| 7   | 1    | 2      | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11       | 7   |
| 8   | 1    | 2      | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11       | 8   |
| 9   | 1    | 2      | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11       | 9   |
| 10  | 1    | 2      | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11       | 10  |
| 11  | 1    | 2      | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11       | 11  |

Google Earth

200 ft



## FALL PLANNING, NOVEMBER 14, 2023

### Discussion Topic: Bridge Replacement Impacts

#### Overview:

The Bridge Replacement effort will have significant impacts on the Port of Hood River. The current project schedule shows a construction start date of October 2025. Michael Shannon, Bridge Replacement Project Director, with HNTB has submitted a memo detailing known issues. Commissioners Chapman and Gehring are the contacts for the Hood River White Salmon Bridge Authority (HRWSBA) to receive the draft of the Intergovernmental Agreement (IGA) when it becomes available.

A summary of those issues that will have a direct impact on Port property and operations include:

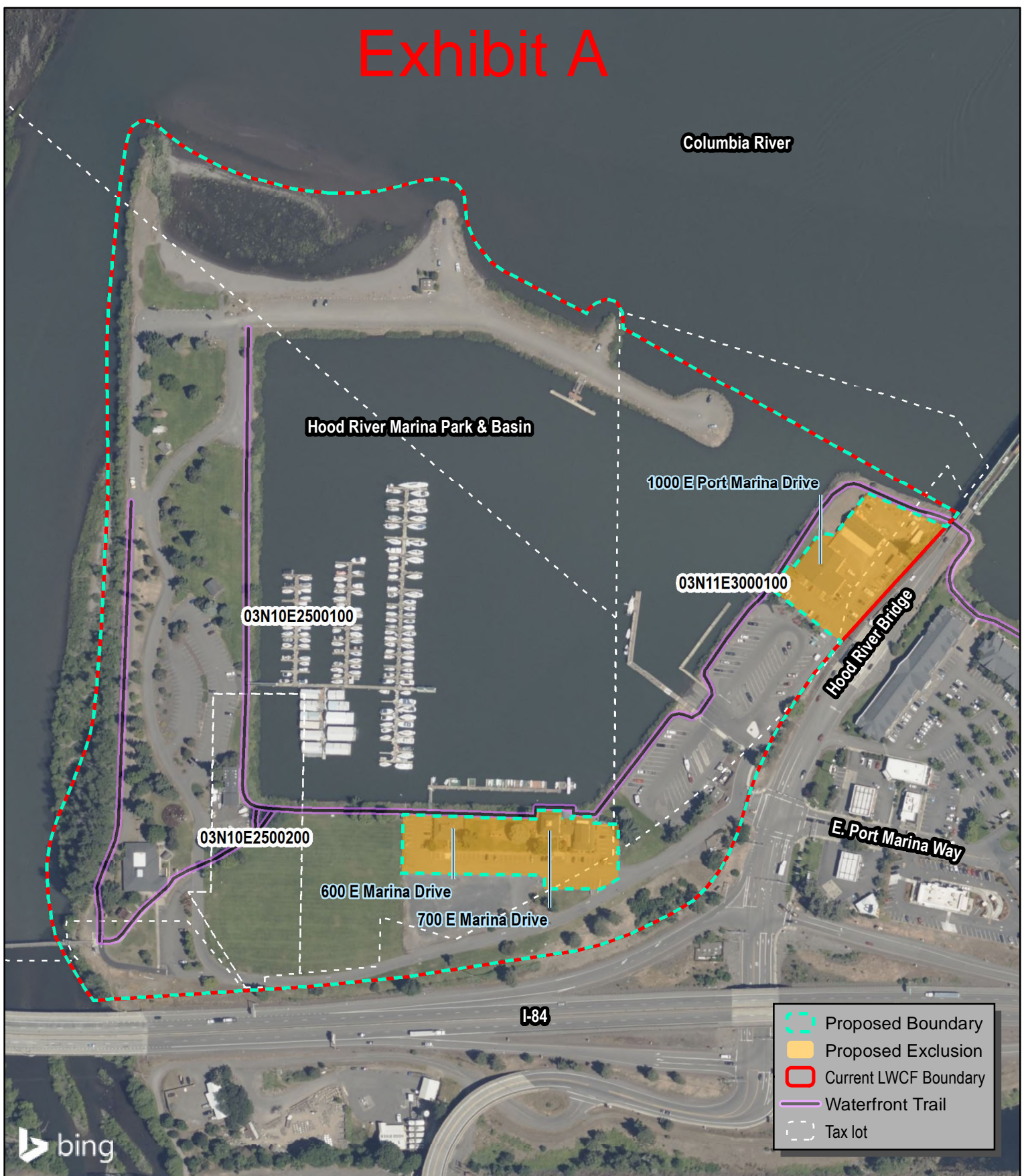
1. Relocation of Port Administrative functions
2. Temporary impacts to the boat launch and trailer parking lot
3. Right of Way Transaction between the Port and HRWSBA for affected Port property
4. 600/700 E. Marina Drive buildings will be removed from 6(f) boundary
5. Port administration/ops facilities will stay in the 6(f) boundary
6. Temporary Construction Staging is possible within 6(f) which would prevent the need for a new boat launch being built.
7. Off-setting recreational property for mitigation would need to occur in Oregon and must have the same or higher fair market value.
8. Port staff continues to provide the HRWSBA/HNTB with administrative support. That time is tracked and submitted to granting agencies for reimbursement.
9. Government Affairs and advocacy costs are not reimbursable. The Commission has stated that it is willing to cover those non-reimbursable costs for the current fiscal year already budgeted. The Port has agreed to continue to cover those reasonable costs in future fiscal years, but that it expects the HRWSBA to reimburse the Port for those costs at some point in the future.
10. Through the end of the October, the Port has collected \$737,000 from the September 2023 toll increase. These funds are accumulating within the newly created Bi-State Bridge Replacement Fund. Upon an IGA being signed between the Port and HRWSBA, staff will begin making periodic deposits into a HRWSBA savings account to build up reserves necessary for the project to receive a federal construction loan.

Many of these items will be included in an Intergovernmental Agreement (IGA) which the HRWSBA is currently drafting and will come back to the full Commission for review and approval.

**RECOMMENDATION:** Discussion

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# Exhibit A



**Figure 1.**  
**LWC Boundary Determination**

Hood River-White Salmon Interstate Bridge Replacement  
Section 6(f) LWC Boundary Determination  
Hood River, Hood River County, OR / White Salmon, Klickitat County, WA

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## Hood River White Salmon Bridge Project:

In preparation for the Port's Fall planning session the project team was asked to provide a summary of potential impacts to Port Property as part of the project and its current design.

The preferred alternative EC-2 was identified as part of the SDEIS documents. The configuration of the alternative in Oregon will have impacts to Port Facilities as shown in Figure 1 below. As the project moves from the Planning Phase to the Preliminary Engineering Phase, and procures the final designer through the Progressive Design Build contract in the Spring of 2024 (April) we will be to refine and advance the preferred alternative design. It is highly unlikely that a no impact scenario exists for the Port property, so in preparation for these impacts, we are providing this memo for the Ports planning process.

FIGURE 1: EC-2 Preferred Alternative (SDEIS)



The project team has researched and identified the jurisdictional boundaries for all property owners in Oregon, Exhibit A shows the jurisdictional boundaries for each of the stakeholders. Based on the EC-2 Preferred Alternative it is anticipated that both the Port Headquarters as well as the Port Maintenance facility will be impacted as part of this project. It also anticipated there will be temporary impacts to the Port Marina Parking and potentially the Port Marina boat ramp. The current project schedule shows a start of construction in October of 2025. It is currently anticipated that the location of the Port facilities will be an early access point for construction activities on the project. In anticipation of these early



construction activities, it is recommended the Port start planning for the potential relocation do to the potential impacts to its headquarters operations as well as its maintenance facility operations as early as the 4<sup>th</sup> quarter of 2024 to 1<sup>st</sup> quarter of 2025.

It should be noted that these timelines and schedule are dependent on the project securing construction funding that would allow for the project to stay on its current schedule of starting construction in Oct of 2025. These impacts also may change due to refinements in the project approach and design as the project team works toward final design of the project.

The Bridge Authority and the POHR are currently in discussion on an Intergovernmental Agreement that is anticipated to outline the approach to right of way transactions between the Authority and the Port as well as any transfer of existing contracts and agreements.

### **Port Facilities and 6(F):**

The federal government established the Land and Water Conservation Fund (LWCF) Program in 1965 to increase the net quantity of public, outdoor recreational space. Section 6(f) of this Act provided matching funds to states or municipalities for planning, improvements, or acquisition of outdoor recreational lands. Any property that was planned, purchased, or improved with LWCF money is considered a 6(f) property.

The port has used 3 LWCF grants for improvements and therefore a portion of their land shown in Exhibit B is now considered 6(f) property. The impacts of the project on this property requires mitigation to be performed and the Project Team continues to coordinate with Oregon Park Services on the boundary determination as well as how to mitigate for impacts. Below is a summary of our recent meeting with Oregon Parks on the conversion of Port Facilities.

### **6(f) Boundary**

600 & 700 E Port Marina Way will be removed from the 6(f) boundary. The Port's current, proposed 6(f) boundary map includes the parking area immediately surrounding the buildings at these addresses as being excluded from the 6(f) boundary as they are intended to provide parking for users/customers of the businesses at these addresses and not for recreational parking. There is signage in this parking area that restricts parking there for users/customers of the businesses at the two addresses. Nohemi (Oregon Parks) will confirm with National Park Service (NPS) that the adjacent parking areas can be excluded from the 6(f) boundary and request written concurrence from NPS on the final boundary. Screenshot below of this area is provided for reference. The Port's team will provide a final 6(f) boundary map after Nohemi confirms with NPS that the parking area around 600 & 700 E Port Marina Way will be excluded from the boundary.



1000 E Port Marina Dr. will need to be included in the 6(f) boundary. However, if the part of the property that will not be encumbered by the new bridge footprint will go into recreational uses after the project is completed, Nohemi confirmed that that conversion would only be from the bridge footprint on the property and not the full property tax lot. The group discussed how the area on this property not encumbered by the bridge will likely be dedicated to recreational uses given its location and that Waterfront Trail passes through the area. Kevin mentioned that the Port has discussed establishing a camping area in this location after the bridge is replaced and Nohemi confirmed this use would be compatible with LWCF recreational use requirements. Screenshot below of this area is provided for reference.



### **Temporary Construction Staging within 6(f) Boundary**

Nohemi mentioned LWCF rules for temporary use within the 6(f) boundary for construction which is not a recreational use. Non-recreational uses that extend beyond 6 months are considered a permanent non-conforming use and result in a conversion. Nohemi confirmed that a conversion can be avoided if the construction contractor moves the staging area to another location within the boundary prior to the 6 month conversion timing threshold. She mentioned there is a form that OPRD/NPS use for documenting/tracking temporary use of 6(f) properties for non-recreational activities and will share it with the Port's team. The form lays out the process and communication structure for tracking temporary use and avoiding a permanent conversion trigger.

### **Conversion Requirements**

Nohemi confirmed that if a conversion is triggered by the project, the off-setting recreational property used to mitigate a permanent conversion would need to occur in Oregon. Nohemi also confirmed that the off-setting property must have at least the same or higher fair market value as the converted properties fair market value. Mike asked how the appraisal process takes account of the 6(f) restricting uses (i.e., the property can only be used for recreation, which would reduce its fair market value). Nohemi confirmed that this encumbrance/limitation can and should be used in the appraisal processes for converted and off-setting/mitigation properties.

Submitted by Michael Shannon, Bridge Replacement Project Director, HNTB



## FALL PLANNING, NOVEMBER 14, 2023

### Discussion Topic: Bridge Repairs

#### Overview:

This has been a busy year for bridge repair projects. The wire rope installation was completed last week and significant deck welding also took place. (During the closure 196 hours of welding took place and an estimate of over 2300 welds were made.) In addition, the Internal Bridge Committee has met twice with the Port's bridge engineers. HDR's 30-year Capital Improvement Plan (CIP) continues to be implemented and reviewed.

There are four documents in your packet:

1. Proposed projects for the main bridge structure and approaches from Mark Libby, HDR.
2. Proposed projects for the lift electrical and mechanical elements from Paul Bandlow, Wiss Janey Elstner.
3. Risk Register for the Bridge.
4. A five-slide document from Commissioner Fox on the Bridge Grating that took place during the 96-hour bridge closure.

For FY23-24, the following bridge projects have been budgeted:

1. Wire Rope Replacement..... Work in Progress
2. Underwater Pier Cap Repairs ..... Complete
3. Miscellaneous Steel Repairs ..... Complete
4. Maintenance Painting..... Planning
5. Lift Span Rack Pinion Shafts..... Planning
6. Deck Welding..... Work in Progress
7. Lift Span Maintenance Inspection ..... Planning
8. Replace bolts and guard rail segments..... Work in Progress
9. Software/Hardware Update ..... Planning

Based upon the Bridge Capital Improvement Plan for FY24-25, the following bridge projects have been identified:

1. Subsurface Scout Evaluation
2. Rehab Live Loads
3. Embankment Slough Repairs
4. Channel Scan at Pier Foundations
5. Paint Centerline

Staff will continue to work with our engineering team and the Internal Bridge Committee to prepare bid documents for the balance of the projects this year and next.

While most of these projects have been on the CIP for some time, the recent 96-hour bridge

closure allowed for detailed inspection on the welds, stringers, approaches, and guard rails. The Port lowered the load rating to 32 tons in March of 2021. The decreased load rating along with the 15 MPH speed limit reduced the need for welding during a two-year period. The Port completed several repairs and ODOT allowed the Port to return the load rating to 40 tons In February of this year. Since that time the number of weld cracks has increased. Staff is recommending a minimum of a two-week single lane closure in the Spring for continued welding.

The Commission should discuss if it would like to reduce the load rating to minimize the need for lane closures and continued welding. If it so decides, staff recommends outreach to the trucking industry in advance of a decision.

**RECOMMENDATION:** Discussion



November 7, 2023

Kevin Greenwood  
Executive Director  
Port of Hood River

## Hood River Bridge Risk Items - Mechanical and Electrical

Dear Kevin:

This memo provides assistance to the Port of Hood River with their risk assessment plan and covers Mechanical and Electrical items related to the Hood River Vertical Lift Span mechanical and electrical systems.

It is WJE's my understanding that each of the following items is included on the existing risk register. This letter provides additional information on each item as well as budgetary cost estimates for our engineering services including field support where required. Construction and material costs are not included in the budgetary cost estimates.

### Item 1 – Mechanical and Electrical Operations and Maintenance Manuals

Presently the documentation for operating and maintaining the bridge either does not exist or is not compiled into a user-friendly format. WJE proposes to provide a comprehensive operations and maintenance manual for the bridge mechanical and electrical systems. This manual will provide maintenance personnel with all required information to safely operate the bridge and to maintain all mechanical and electrical systems including span support systems, span drive machinery, span locks, traffic control equipment, communication equipment and aids to navigation including all associated electrical power and control systems.

We also propose to provide two days of on-site training to all available staff.

This is a Moderate Significance Item that the Port should be address in the near term.

Our budgetary cost estimate for the manuals and training is: \$126,300.

### Item 2 - Live Load Bearing Adjustment

The live load bearings for the bridge are not properly adjusted. As a result, the live load from traffic is not properly transferred to the bridge piers and some amount of live load is transmitted to the machinery causing undue stress in the machinery parts. WJE proposes to evaluate the current condition of the live load bearings and to provide an to develop repair plans adjust the supports. Although this is a low risk

priority item, its implementation will improve ride quality. This item may require a contractor to complete the work.

This item is a Moderate Significance item that the Port should address in the near term.

Our budgetary cost estimate for the assessment of the current condition, development of a repair plan and 5 days of field support to Port is: \$70,015.

### Item 3 - Reduce Machinery Failure Risk

This item includes review of prior machinery analyses and development of a method to reduce operating loads in the event of an emergency stop situation.

We currently believe this to be a straightforward repair item that the Port maintenance staff can complete with WJE support.

This item is a Moderate Significance item that the Port should address in the near term.

Our budgetary cost estimate for the review, development of method of corrective action and 2 days of field support is: \$21,270.

If you have any questions or require additional information, please contact me.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Paul M. Bandlow  
Principal



# Memo

Date: Thursday, November 09, 2023

Project: Hood River Bridge Maintenance

To: Kevin Greenwood, Executive Director, Port of Hood River

From: Mark Libby, PE, Sr. Bridge PM, HDR Engineering  
Mikal Mitchell, PE, Sr. Bridge Engineer, HDR Engineering

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Subject: **Bridge Repair Maintenance for Fall Planning**

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The following topics are potential maintenance work items or studies to be completed in the near term. They were identified by Port staff for consideration in upcoming budget planning and updates to the 30-year Capital Improvement and Maintenance planning document and budget projections. The intent of this memo is to provide context and discussion of these topics for use in the November 14 work session.

## Maintenance Painting

The paint condition of the steel truss spans has been an ongoing bridge maintenance concern, in particular areas of active corrosion that could lead to section loss. The paint coating history of the bridge is not clearly understood but it is believed that the original lead-based coatings exist on much of the structure. The bottom chords of Spans 1-10 and 12-19 (all except the lift span) were repainted in the 2011-2013 timeframe. It's not clear if the lead-based coatings were fully removed or only partially removed at that time.

A full coating removal and repainting of the steel trusses would be in the range of \$40-50 million, possibly more given the current inflationary trends. The consideration of repainting projects has been put on hold while the bridge replacement project is being pursued. In the interim, conditions are being evaluated for potential maintenance painting projects to mitigate the worst conditions, if deemed worthwhile.

To aid in this evaluation HDR is reviewing the current bridge inspection reports, particularly the Fracture Critical and Gusset Plate reports which have the most detailed comments related to paint conditions and corrosion. An initial draft of a paint conditions map is included as Attachment A. We set three categories for a range of conditions in order to color code a map of paint conditions by members. The categories are: 1) peeling paint, minor surface corrosion (yellow); 2) corrosion w/ minor pack rust or pitting < 1/8" (tan/orange); 3) advanced pack rust, pitting, or minor section loss (red). The fracture critical report only covers about half of the members since only the tension members (bottom chord and most diagonals) are considered fracture critical. The gusset plate report includes top and bottom chord joints.

We are still trying to evaluate if feasible maintenance painting projects can be developed. The challenges with maintenance painting projects, and this one in particular, is the high cost of access and containment for a large number of small areas in disparate locations. Another

significant risk with maintenance painting is the potential for the area of work to be expanded during construction. It can be challenging to control the limits of the work if not tightly scoped and with rigorous inspection oversight. While most of the deck truss work should be able to remain below the deck (not affecting traffic), there could still be intermittent lane closures needed. Additional inspection may be needed to better assess the areas not covered by the inspection reports and once a tentative painting project is defined, a confirmation inspection would be needed to verify the limits to be defined in bid documents.

## Lift Span Bridge Railing

The original timber style bridge railing on the bridge was replaced with a steel post and guardrail system around 1965. The steel bridge railing system was upgraded around 2004 with a new steel grid deck in the deck truss spans, but not in the lift span. The newer bridge rail utilizes a stronger post section and stronger support connections but also removed the curb rail. The curb rail is a 4x4 steel tube just above the deck, which may act as a warning system before hitting the guardrail. See Figure 1 showing the lift span railing on the left and upgraded railing on the right.



**Figure 1. Bridge Railing**

Since the bridge railing on the lift span is less substantial than the rest of the bridge, it has been suggested that this section be upgraded. The upgraded bridge railing on the deck truss spans, outside of the lift span, tend to get impacted more frequently than the lift span railing. This may in part be due to the visual effect of the through truss of the lift span and could also be in part due to the presence of the curb rail. It should be noted that none of the bridge rail system on the bridge meets current design criteria for bridge rails.

HDR is not aware of recent significant impact incidents on the lift span, though two damaged posts were replaced in the 2019 Miscellaneous Truss and Steel Repairs project. Though fairly recently implemented, the reduced speed limit on the bridge seems to be resulting in fewer incidents on the bridge. Upgrade scenarios for the lift span have not yet been studied so if this item is to proceed, an engineering study for feasible options that can provide a level of safety improvement while limiting traffic impacts or bridge closures would be the first step. Note that any weight changes on the lift span need to be balanced by similar changes to the counterweights to maintain span balancing.

## Scour Evaluation Annual Inspection

ODOT performs an underwater inspection every two years and provides condition assessments of the pier concrete, exposure and undermining of footings and seal courses, and relative conditions of the channel bottom. ODOT underwater inspection reports from 2012 to 2022 (two-year intervals) indicate a fairly slow degradation of some conditions while most conditions show little change in that timeframe.

Coffman Engineers, Inc. along with GeoEngineers, Inc. prepared a scour evaluation report in August 2023. Their assessment is that the bridge is not “scour critical”. There does not appear to be a significant need for an increased frequency of underwater inspection. However, if the Port chooses to pursue- additional inspections, in off-years between the ODOT inspections, then a third-party firm that performs underwater inspections would be recommended. A targeted scope of specific piers should be established to limit the extent of these additional inspections.

## Embankment Slough Repairs

In 2019 HDR prepared a memo addressing the embankment condition in front of the Oregon abutment. As shown in Figure 2 the abutment pile cap has been undermined, exposing up to a foot of piling, and the embankment has eroded due to water infiltration from behind the abutment.

Recommendations for embankment revetment included filling the undermined area of the pile cap, installation of a 5-foot block wall or 4-foot rockery wall at the base of the slope and filling the eroded embankment area with riprap. Figure 3 is a rendering with the rockery wall. The anticipated cost from 2019 was approximately \$19,000. This cost has not been reassessed as of yet. Given the current status of the bridge replacement project, lower level of effort remediations could also be considered, including those performable by Port staff.

The current 30-year plan has this work identified in summer/fall of 2024.



Figure 2. OR Abutment Erosion



Figure 3. Rockery Wall Rendering

## Channel Scan at Pier Foundations

In 2018 Solmar Hydro, Inc. performed hydrographic surveys of the bridge piers and the channel bottom along the bridge alignment. The level of detail of the scans performed were not adequate to provide condition assessments of the pier concrete, however they did provide a good assessment of the ground conditions at the piers. An image of the piers and channel were provided at each pier scanned from the same vantage, looking from the northeast. See Figure 4 for an example at Pier 8. A recurrence interval of three to five years has been considered as a means of providing a graphic representation of the pier-channel condition over time.

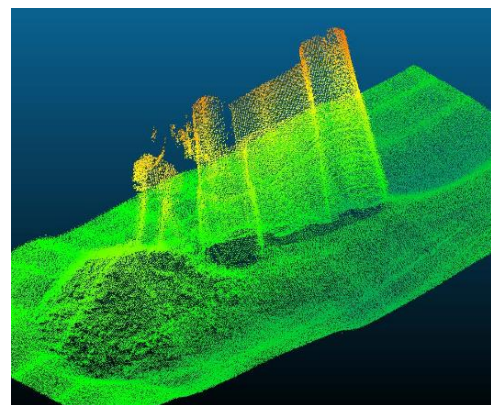


Figure 4. Channel Scan Image at Pier 8

The current 30-year plan has this work identified in summer/fall of 2024.



## Paint Centerline

The yellow centerline paint stripes were repainted, at least on the approach spans, after the asphalt overlay was applied in 2022. On the deck truss spans, the grid deck has two concrete filled strips which allow a paint stripe to be applied (see Figure 5). The lift span does not have concrete filled strips and it has been difficult to maintain any paint or other centerline demarcations on this span. Some steel plates have been welded to the grid deck and had a yellow epoxy-like material applied but little if any still remains on most of the plates (see Figure 6).



Figure 5. Centerline on Deck Truss Spans

The material previously used, or trials of new materials, should be applied to the steel plates to give motorists some demarcation of centerline across the lift span. Yellow thermoplastic striping tape might be a suitable alternative. Several products could be applied to test their longevity, but reapplication on an annual basis should be anticipated.

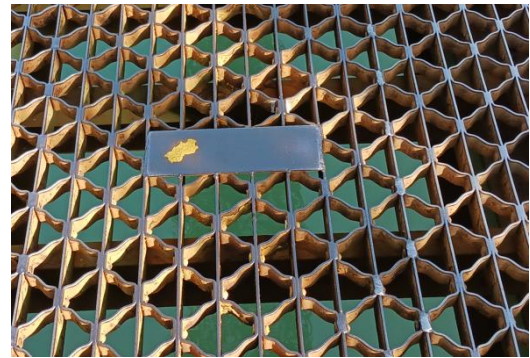


Figure 6. Paint Marking on Lift Span

The existing paint stripes on the deck trusses and the approach pavements are worn to the point where they should be repainted at the earliest opportunity. It should be anticipated that the centerline be repainted every two to three years.

The current 30-year plan has this work identified in summer/fall of 2024.

## Speed Camera System

Flashing speed warning signs have been installed on the spans adjacent to the lift span, near the stop signals and crossarms for bridge lifts. The Port desires integrating cameras with the speed warning signs to help identify those exceeding the speed limit. The intent is targeted at the trucking industries so that those companies can be notified about violations of the agreements to abide by the reduced speed in support of the posted loads being raised last year.



Figure 7. Speed Warning Sign

A review of potential traffic products on the market that could be integrated in a manner to meet the objectives of the Port should be undertaken to evaluate feasible alternatives.



Options for weight monitoring devices that could be installed near the toll booth should also be investigated to determine if posted loads are being exceeded and how frequently.

## **Mutual Aid Agreements for Emergency Bridge Closures**

When an accident or incident requires a bridge closure there is no means of warning southbound traffic not to enter the bridge approach and being trapped in a long queue. The Port desires to investigate options for improving the communication to motorists, particularly on the Washington side, about the status on the bridge. Options may range from improved messaging through the Washington message boards on SR14, to physical barriers or gates at the Washington approach to prevent motorists from entering the southbound lanes of the bridge.

A review of current protocols and options for integration of traffic control devices should be undertaken to evaluate feasible alternatives.

## **Identify High Risk Structure Items**

The Port has expressed concerns about whether high risk structural elements should be inspected more frequently than the current two-year cycle. This could allow earlier identification and resolution of potential problems.

By definition the fracture critical members are in general the most high risk members. A fracture critical member is defined as a steel member in tension, or with a tension element, whose failure would probably cause a portion of or the entire bridge to collapse. For the Hood River Bridge the fracture critical elements are the bottom chord members, most of the diagonal members, and the floorbeams.

With the recent live load testing and analysis, the list of high risk members could be further reduced based on those with the lowest rating factors and or corrosion conditions. Special inspections could be performed during the years between the biannual ODOT inspections targeting the list of critical locations. Additionally, concrete deck inspections could be included since this can only be done from underneath due to the installation of the asphalt overlay. It should be noted that historically the maintenance related and structural repair items from the biannual inspections have been relatively minor.

## **Inspect Approach Span Concrete Deck Conditions**

Since the asphalt overlay was applied in 2022, inspection of the concrete deck is limited to inspection from below and observance of the condition of the asphalt overlay. Inspection of the deck underside requires special access equipment such as under bridge inspection trucks or rope access rigging. Use of ODOT's inspection trucks can be scheduled through their dispatcher provided that there is an expenditure account to be charged to. This was done recently in 2022 when HDR helped arrange an ODOT inspection truck and bridge maintenance staff from The Dalles district office to address missing stringer bolt connections.

On November 3, 2023, during the wire rope replacement closure, HDR staff performed a deck walk inspection of the asphalt wearing surface and did not identify any significant cracks or other signs of distress in the overlay.

## Oregon Abutment Joint

The abutment expansion joint at the Oregon end of the bridge appears to be full of debris and does not appear to have a seal or joint material in place (see Figures 8 and 9). During the November 3, 2023 deck walk, HDR staff cleaned out a small section of the joint and verified that no sealant was present, at least in that section of joint. At the surface the joint is about 1 ½" wide between the header angles. Below the vertical leg of the header angles, concrete protrudes into the gap such that the operational width of the joint is considerably less, perhaps ½" or less. The protrusions limit some of the joint replacement options, unless they are removed.

Currently debris build up is pushed down through the joint and builds up on the abutment cap along with runoff water from the deck.

The joint should be cleaned out and inspected along the full width of the joint. A suitable seal should be installed to prevent the continued debris and water infiltration onto the abutment cap below. Preformed compressible seals or pourable silicone sealants would be the likely candidates. Inspection of the cleaned joint would help to evaluate the current conditions and suitable seal types.



**Figure 8. OR Abutment Joint**



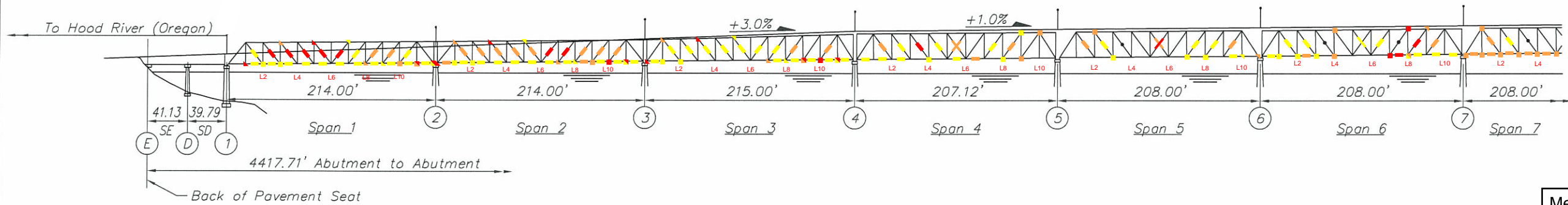
**Figure 9. Cleaned Out Section**



## Attachment A. Draft Paint Conditions Map

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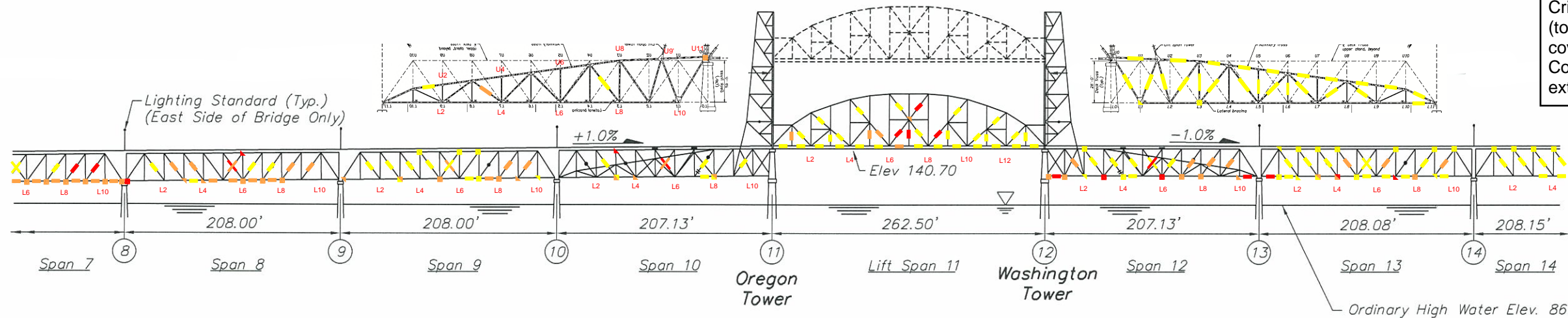
Upstream



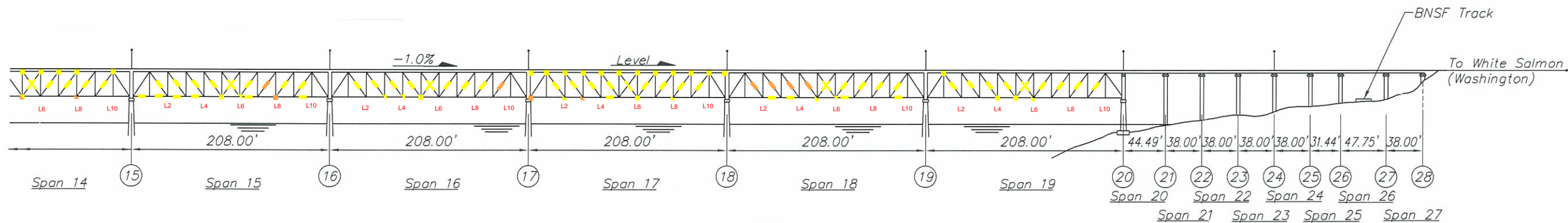
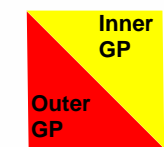
**Color Coding Legend**

- 1 - peeling paint, minor surface corrosion
- 2 - corrosion w/ minor pack rust or pitting < 1/8"
- 3 - advanced pack rust, pitting, or minor section loss

Member conditions from 2022 Fracture Critical Report. Compression members (top chords, verticals, end diagonals) not covered by Fracture Critical Report. Color coding does not indicate location or extents of condition within member.



**Gusset Plate Legend**



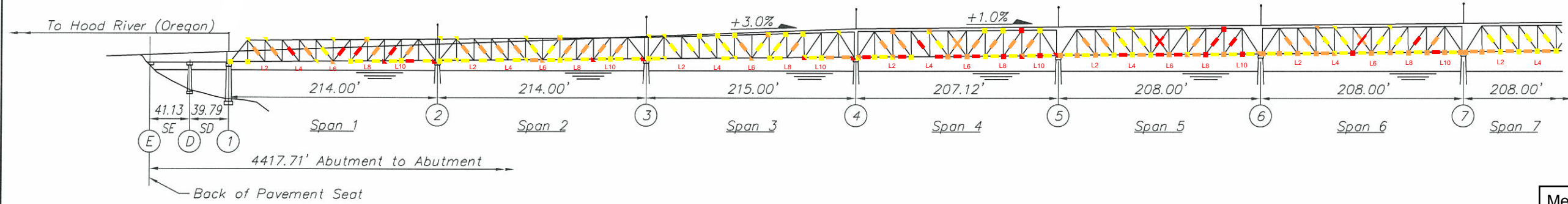
**Legend**

① - Denotes Pier Number

Upstream



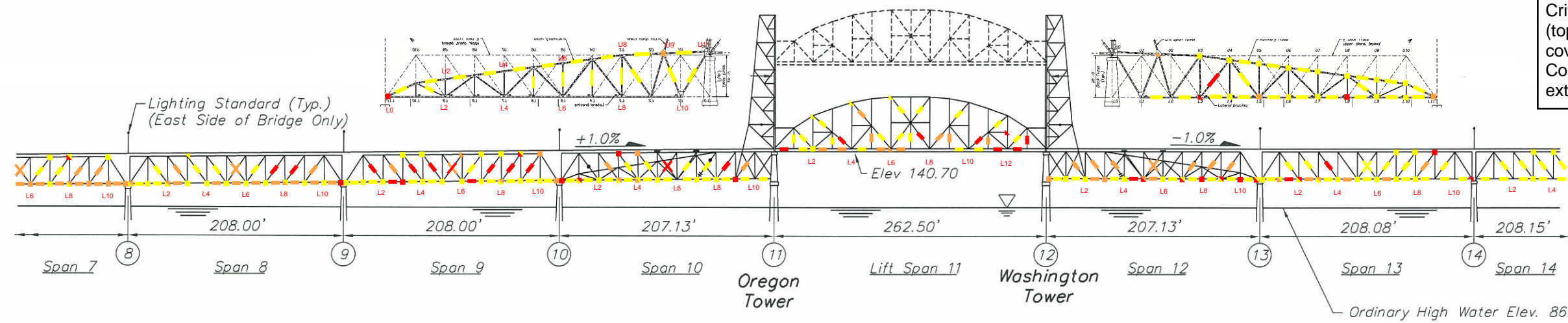
# Downstream



**Color Coding Legend**

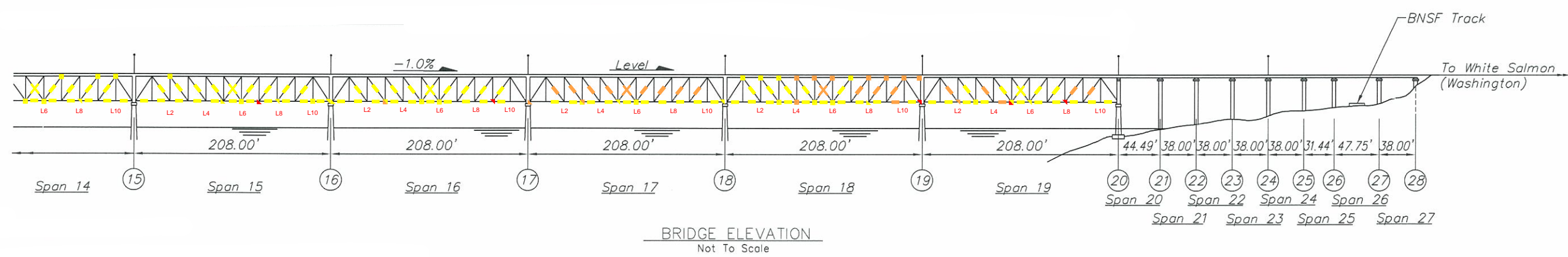
- 1 - peeling paint, minor surface corrosion
- 2 - corrosion w/ minor pack rust or pitting < 1/8"
- 3 - advanced pack rust, pitting, or minor section loss

Member conditions from 2022 Fracture Critical Report. Compression members (top chords, verticals, end diagonals) not covered by Fracture Critical Report. Color coding does not indicate location or extents of condition within member.



**Gusset Plate Legend**

- Inner GP
- Outer GP



**Legend**  
 (1) - Denotes Pier Number

# Downstream

**DRAFT**  
**Risk Register - 2023/10/01**

Categories: L - lift span related, S - Superstructure, RB - Road Bed, F - Foundations, O - Operations

| Risk                      |          | Date   | Maj, Med, Mir | H, M, L                |  |   |   | Step |   |      |          |
|---------------------------|----------|--------|---------------|------------------------|--|---|---|------|---|------|----------|
| Item                      | Cat      | Id'd   | Significance  | Probability Occurrence | Title  | Description   | Impact  | No   | Mitigation Steps  | Resp | Due Date |
| Corrosion on access ramps |          |        |               |                        |  |   |   |      |   |      |          |
| 1                         | RB, S, L | 9/1/23 | Med           | M to H                 | Overweight Trucks  | Trucks exceeding specified weight traveling across bridge. Currently no way to stop over loaded, overweight trucks from access. | Excessive weight stresses grating welds, other support members. As a minimum causes additional maintenance to some structural failures-   | 1    | Develop simple chart to aide toll takers to calculate likely weight of truck. Probably two types; log trucks and fruit trucks. Somehow tag license plate for use later. Develop ways to contact owner.                        |      |          |
|                           |          |        |               |                        |  |   |   | 2    | Train staff.  |      |          |
|                           |          |        |               |                        |  |   |   | 3    | Port Executive to call offenders.   |      |          |
|                           |          |        |               |                        |  |   |   | 4    | Consider getting support from DOT for spot weigh scale checks at either end of bridge. Word will get around that random checks could happen.  |      |          |
| 2                         | RB, S, L | 9/1/23 | Min           | H                      | Traffic speed  | High percentage of traffic is exceeding speed limit.  | Ticketing speeders is a battle for diminished returns, given the impact of speeding. People are driving slower with the reduced speed limit and speed meters. Chasing speeders is not the most effective use of Port resources. | 1    | Add camera's to speed signs in order to collect both speed and license numbers. Look into flashing speed signs that alert motorists to their speed.   |      |          |
|                           |          |        |               |                        |  |   |   | 2    | Develop policy of speed fines to be implemented.  |      |          |
|                           |          |        |               |                        |  |   |   | 3    | Train and implement   |      |          |
| 3                         | S        | 9/1/23 | Maj           | L                      | Identify hi risk structural members (Fracture critical members and gusset plate connections) | Inspect hi risk members more frequently, repair earlier   | Waiting for an inspection every two years can lead to excessive wear, worse member issues. Catching them earlier could mean less costly fixes.  | 1    | Define criteria of "hi risk structural members" By definition the fracture critical members are considered high risk due to lack of redundancy and severity of a failure. Gusset plate connections should also be considered. |      |          |
|                           |          |        |               |                        |  |   |   | 2    | Develop inspection plan and approach. Take advantage of planned shutdowns to perform additional inspections.  |      |          |
|                           |          |        |               |                        |  |   |   | 3    | Evaluate additional costs of inspections  |      |          |
|                           |          |        |               |                        |  |   |   | 4    | Collect data to see if doing so reduces severity and frequency of repairs   |      |          |

**DRAFT**  
**Risk Register - 2023/10/01**

Categories: L - lift span related, S - Superstructure, RB - Road Bed, F - Foundations, O - Operations

| Risk                             |       | Date   | Maj, Med, Mir | H, M, L    |   |   |   | Step |  |      |          |
|----------------------------------|-------|--------|---------------|------------|---|---|---|------|--|------|----------|
| Item                             | Cat   | Id'd   | Significance  | Occurrence | Title   | Description   | Impact  | No   | Mitigation Steps   | Resp | Due Date |
| <b>Corrosion on access ramps</b> |       |        |               |            |   |   |   |      |  |      |          |
| 5                                | O     | 9/1/23 | Maj           | M          | Bridge Shutdowns communications to users        | Numerous cases where due to accidents and other causes the bridge is shut down with traffic on it. There is currently no way to keep traffic from entering southbound as there is no staff or signage on the WA side. | Traffic on bridge loads up on WA side until police or others can be brought on to shut down access.   | 1    | Look at options to quickly close bridge access in both directions. Perhaps add an electronic message sign controlled from the toll booth to inform incoming traffic of bridge closure before accessing the bridge.                           |      |          |
|                                  |       |        |               |            |   |   |   | 2    | Define message capability for such a sign.   |      |          |
|                                  |       |        |               |            |   |   |   | 3    | Get estimate to provide and place in service such an electronic sign at least on the WA approach.  |      |          |
| 6                                | S     | 9/1/23 | Maj           | L          | Guard rails on lift span                        | Indications are that a car accident on the lift span may not be contained by existing guard rail system.  | Car could punch through guard rail. Unidentified liability.   | 1    | Commission engineering study to determine modifications necessary to strengthen lift span guard rail.  |      |          |
|                                  |       |        |               |            |   |   |   | 2    | Evaluate costs for modifications.  |      |          |
|                                  |       |        |               |            |   |   |   | 3    | Recommendation to Board  |      |          |
|                                  |       |        |               |            |   |   |   | 4    | Implement approved recommendations   |      |          |
| 7                                | All   | 9/1/23 | Min - Maj     | M          | Lack of maintenance and operational procedures. | Appears that operations has relied upon institutional knowledge in maintaining and operating the bridge.  | As new staff come on board or engineering staff change there is a lack of written knowledge available to next generation worker. This can lead to mistakes that cause extra costs to be incurred to potential of worker harm. | 1    | Have engineering develop list of needed bridge procedures for both operations and maintenance.   |      |          |
|                                  |       |        |               |            |   |   |   | 2    | Get the procedures written, reviewed, revised and issued.  |      |          |
|                                  |       |        |               |            |   |   |   | 3    | Train staff on procedure use.  |      |          |
|                                  |       |        |               |            |   |   |   | 4    | Develop and implement assessment procedure and policy then implement. At least once a year or more often where needed conduct an assessment as to how well the procedures are implemented. Have a formal plan / report issued as to results. |      |          |
| 8                                | RB, S | 9/1/23 | Med           | M          | Ramp Corrosion                                  | Increased corrosion to rebar internal to concrete ramp structures   | Chemical reactions from road run-off eventually resulting in concrete spalling and spot degradation.  | 1    | Conduct annual inspections under the ramps and to concrete degradation on top.   |      |          |



**DRAFT**  
**Risk Register - 2023/10/01**

Categories: L - lift span related, S - Superstructure, RB - Road Bed, F - Foundations, O - Operations

| Risk                      |     | Date    | Maj, Med, Mir | H, M, L    |                             |   |  | Step |   |      |          |
|---------------------------|-----|---------|---------------|------------|-----------------------------|---|--|------|---|------|----------|
| Item                      | Cat | Id'd    | Significance  | Occurrence | Title                       | Description   | Impact   | No   | Mitigation Steps  | Resp | Due Date |
| Corrosion on access ramps |     |         |               |            |                             |   |  |      |   |      |          |
|                           |     |         |               |            |                             |   |  | 2    | Develop inspection plan to determine severity   |      |          |
|                           |     |         |               |            |                             |   |  | 3    | Increase maintenance/capital budget for concrete cap or other remediation.  |      |          |
| 9                         | F   | 9/1/23  | Med           | M          | Underwater Pier Degradation | Increased flow corrosion to original pier structure   | Flow corrosion from river continuing to degrade pier surface.  | 1    | Develop baseline condition and criteria for determining annual degradation.   |      |          |
|                           |     |         |               |            |                             |   |  | 2    | Conduct annual inspections to scour conditions  |      |          |
|                           |     |         |               |            |                             |   |  | 3    | Increase maintenance/capital budget for repairs   |      |          |
| 11                        | L   | 9/1/23  | Maj           | M          | AASHTO Compliance           | Lift mechanical and electrical components do not meet AASHTO code requirements                              | Less awareness of out of code elements increases chance of lack of understanding and failure                 | 1    | Describe all mechanical and electrical components.  |      |          |
|                           |     |         |               |            |                             |   |  | 2    | Evaluate life history of each component including code compliance   |      |          |
|                           |     |         |               |            |                             |   |  | 3    | Determine whether component can be inspected and impacts to operations of an inspection   |      |          |
|                           |     |         |               |            |                             |   |  | 4    | Determine a replacement or repair plan w budget adoption  |      |          |
| 12                        | RB  | 9/1/23  | Maj           | M          | Weld Program                | Develop a weld program for the bridge's steel grate deck and stringers                                      | Lack of grate program could increase in section failure; ensure that work is conducted by certified welders. | 1    | Create criteria for evaluating welds  |      |          |
|                           |     |         |               |            |                             |   |  | 2    | Inspect deck on regular basis considering criteria  |      |          |
|                           |     |         |               |            |                             |   |  | 3    | Monitor and record certifications for welders   |      |          |
|                           |     |         |               |            |                             |   |  | 4    | Develop welding plan and maximize when bridge is closed for other maintenance. Document number of weld repairs by panel number over time. Track effectiveness of repairs by re-crack frequency. |      |          |
| 13                        | L   | 10/5/23 | Med           | L          | Live load bearings          | Adjust live load supports to obtain the correct contact at the live load bearings and intermediate support. | Puts additional stresses in machinery parts, affects vehicular ride quality                                  | 1    | Assess problem.   |      |          |
|                           |     |         |               |            |                             |   |  | 2    | Develop repair procedure  |      |          |

**DRAFT**  
**Risk Register - 2023/10/01**

Categories: L - lift span related, S - Superstructure, RB - Road Bed, F - Foundations, O - Operations

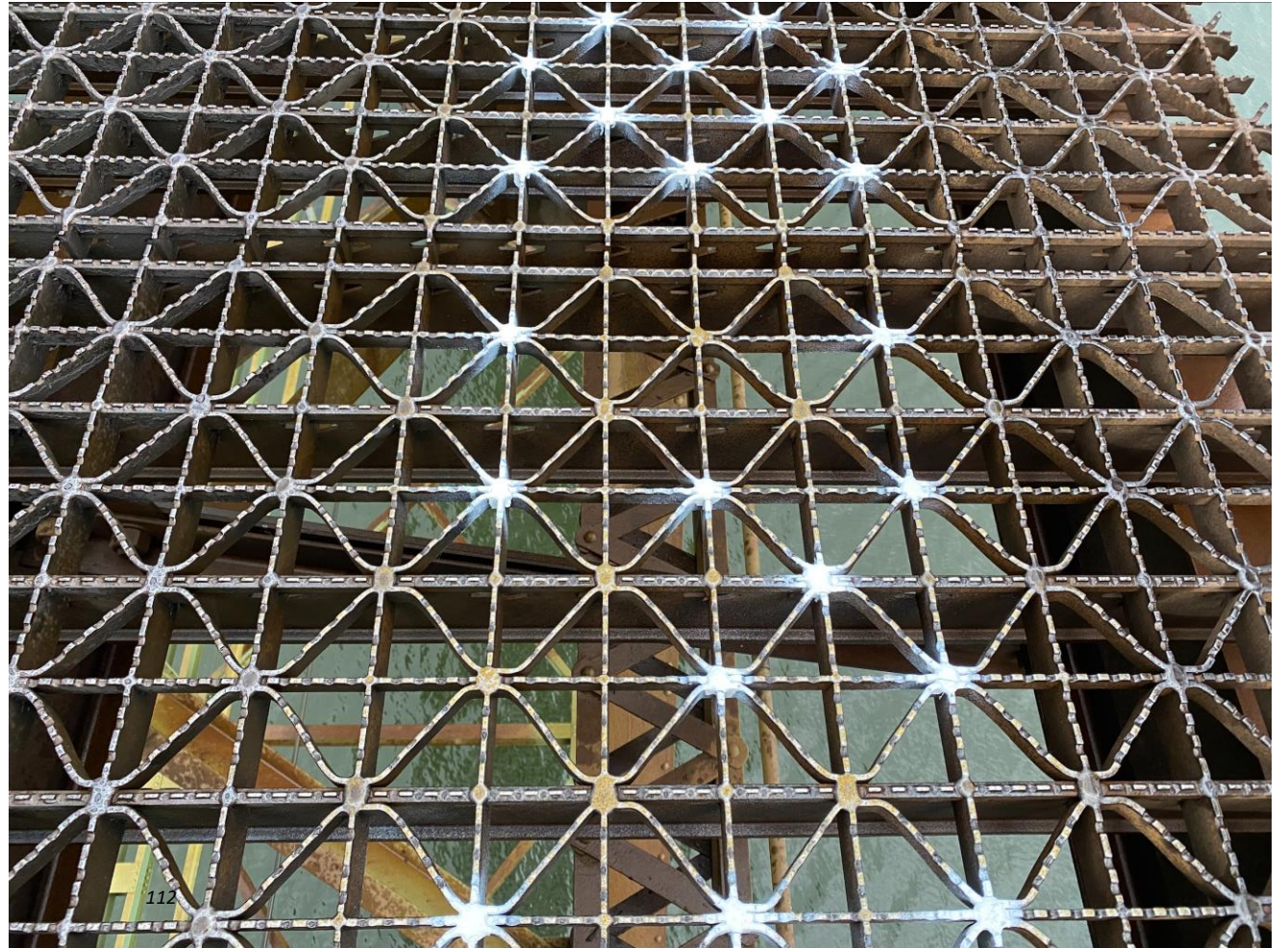
| Risk |     | Date | Maj, Med, Mir | H, M, L<br>Probability |                           |             |        | Step |  |      |          |  |  |
|------|-----|------|---------------|------------------------|---------------------------|-------------|--------|------|--|------|----------|--|--|
| Item | Cat | Id'd | Significance  | Occurrence             | Title                     | Description | Impact | No   | Mitigation Steps   | Resp | Due Date |  |  |
|      |     |      |               |                        | Corrosion on access ramps |             |        |      |  |      |          |  |  |
|      |     |      |               |                        |                           |             |        | 3    | work with Port to correct problem.<br>Alternately have contractor correct problem. |      |          |  |  |
|      |     |      |               |                        |                           |             |        | 4    |  |      |          |  |  |

# Bridge Deck Grating – Repair due to Loads





# Bridge Deck Grating Failures Due to Loading





# Examples of Grating fracture

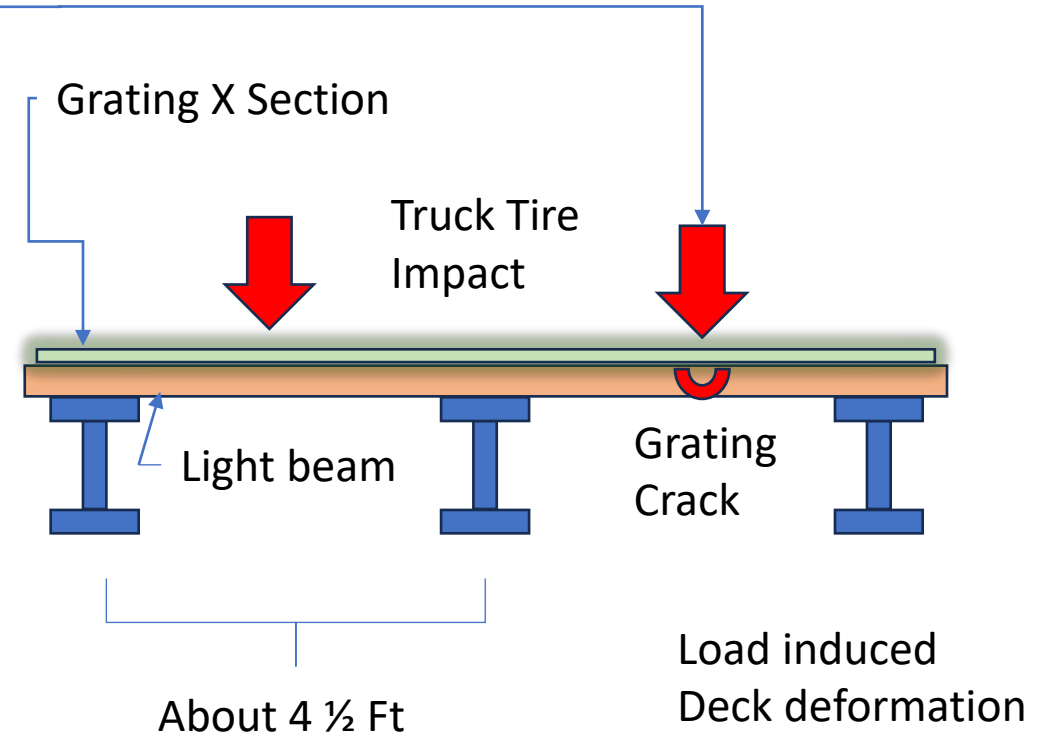
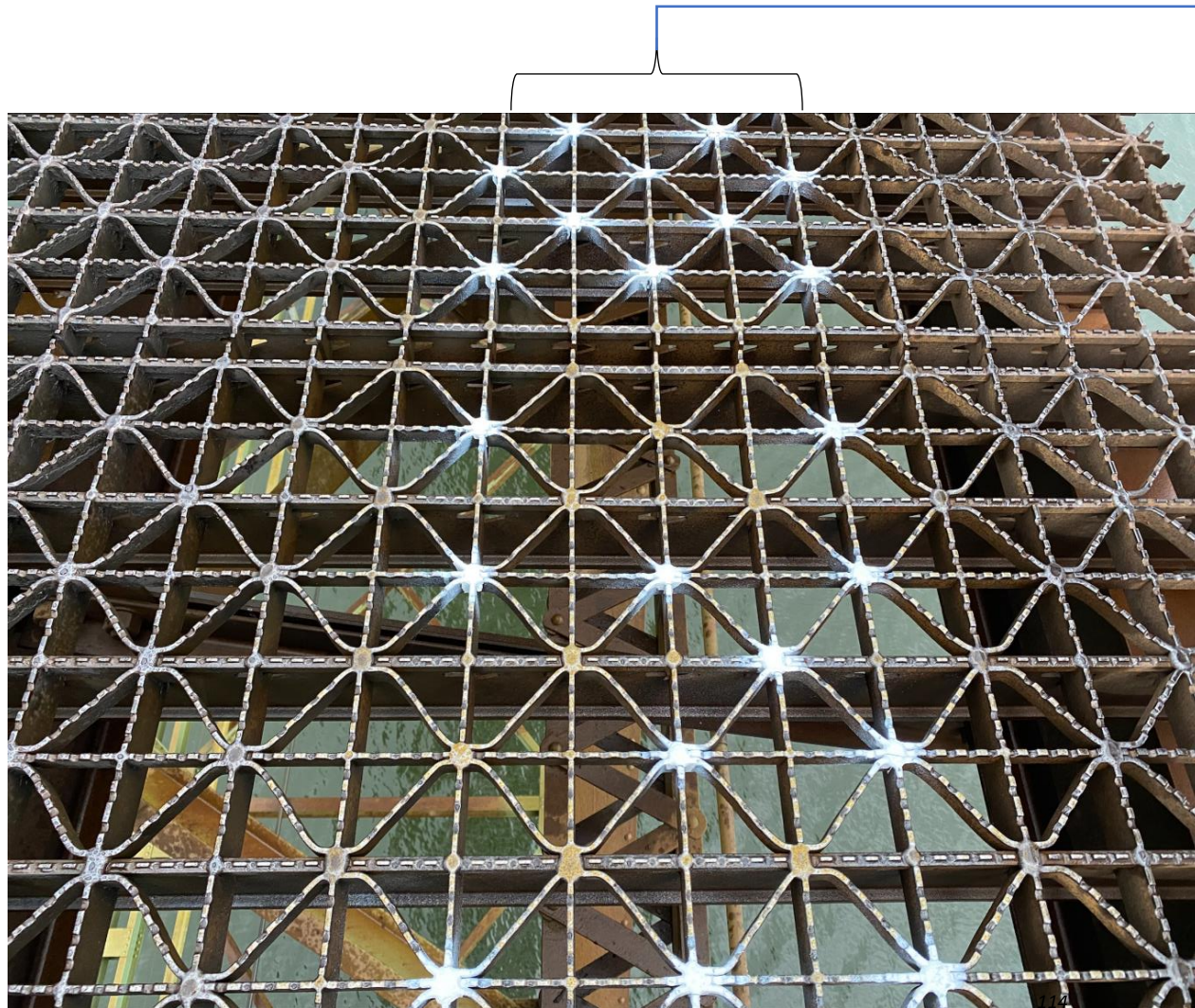


Cracks



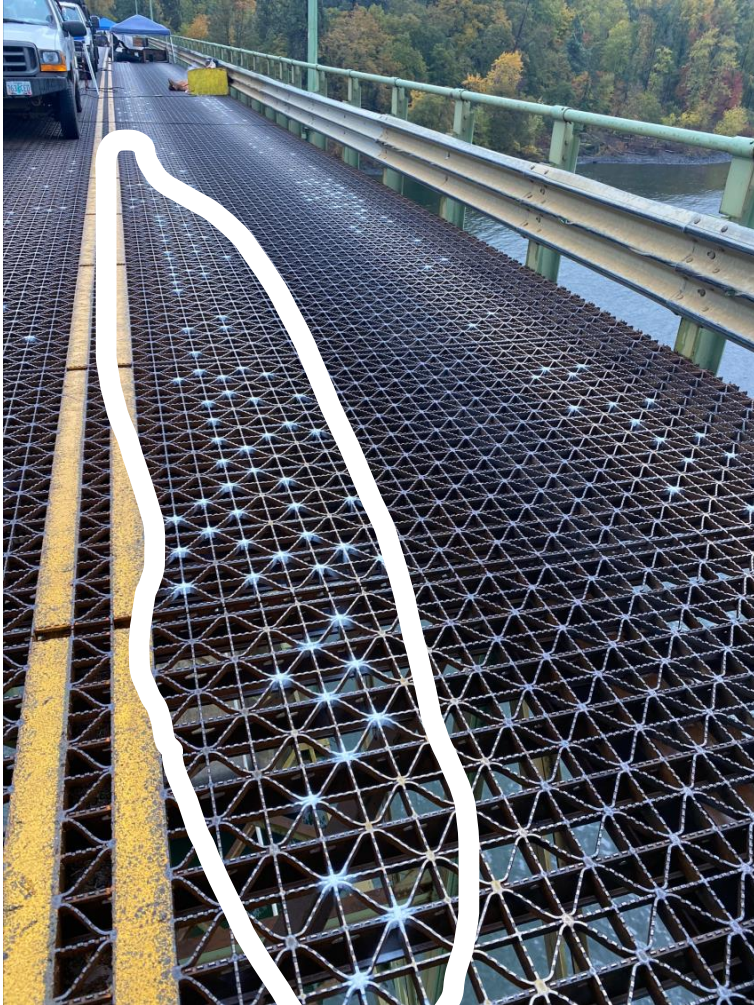


# Tire / Roadway Intersection





# Estimated Repair Costs



- Estimate for Repairs one small section....
  - 99 id'd repairs in ½ of 6 sections
  - Guestimate 10 min / weld
  - 16.5 hours to fix identified welds
  - 6 sections equates to about 24 feet maybe less
- Scale up to total Bridge
  - About 41 minutes / foot of bridge per ½ lane.
  - 4 lanes equates to 164 minutes / foot or 2.7 hours per foot.
  - Bridge length 4418 ft x 2.7 hrs = 12,000 hours equates to over \$1 million to weld the entire deck
  - Duration of bridge shutdown considerable
- Experience has shown as welder works on identified crack repair others close by unmarked are identified.

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**November 14, 2023**  
**Fall Planning Session**

**Discussion Topic:**

Employee Handbook Update

**Overview:**

Since the start of the pandemic in 2020, agencies and organizations of every type have experienced significant challenges in employee recruitment and retention. For the Port, at every level and department, the difficulties have been quite stark. Staff and the Commission have discussed various ways to address this problem, specifically during the Spring Planning meetings for the past three years, but in many ways the problem persists.

Staff has conducted a comparison study of benefits packages to those of the City and County and found them to be, overall, very closely similar (Comparison chart attached). A full staff salary survey conducted by HR Answers in March of 2019 found that, overall, Port salaries are set at appropriate and competitive levels. Salary adjustments made to the part-time seasonal workers this past summer resulted in satisfactory employee recruitment and retention, but full-time positions remain unfilled in both the Facilities and Customer Service/Finance departments. At this time, staff does not recommend changes to the compensation structure of the Port with the exception of implementation of merit-based pay increases for specific training/certifications and skills (listed below).

However, there are other innovations or changes to current Port employee policies that could both provide tangible improvements to the lives and satisfaction levels of Port employees with their jobs, their employer, and their work environment. For example, the recent implementation of all electronic tolling in off-peak hours (10PM-6AM) helped to relieve workers from graveyard shifts. This year, Marcela has implemented a new plan to provide meal breaks to weekday toll collectors even though the Port currently has a BOLI waiver for this requirement. This week, she has implemented all electronic tolling for meal breaks for the weekend staff as well (10:00-10:30AM and 6:00-6:30PM).

Listed below are the other recommended changes for the Commission to consider.

1. Implement and incentivize career-track professional development and skills training programs for certain positions. Currently, the Port uses a Step system that sets wages at a maximum 5% merit increase per year up to 7 years, with a subsequent 3-year wage freeze for the next 5% increase at Step 8 and a 10-year freeze for the next 5% at Step 9. Annually, the Commission considers and approves a cost-of-living increase tied to the local consumer price index, but there are currently no incentives or rewards for completing any skills training or professional development courses, beyond a small allowance for tuition assistance for college courses relative to the position. A sample list of these trainings and certifications follows:
  - a. Facilities Department
    - i. Bridge Lift Operator clearance
    - ii. Bridge Lift Trainee

- iii. Welding Certification
- iv. Fabricator Certification
- v. Flagger Certification
- vi. Heavy equipment operator clearance
- vii. Airport tractor mower clearance
- viii. Plow truck clearance
- ix. CDL license
- x. Irrigation specialist clearance
- xi. Spray and biological pest control clearance
- xii. Boaters license
- xiii. Small engine repair clearance
- xiv. Tree and shrub pruning clearance
- xv. Plumbing certification
- xvi. Electrical certification
- xvii. HVAC and/or refrigeration license
- xviii. Concrete (Form building and finishing)
- xix. On-Call Facilities Emergency Response (24/7 on call)

b. Customer Service – Toll Booth and Front Office

- i. Completion of Customer Service for Government Agencies course
- ii. Pass Bilingual Fluency (English/Spanish) test
- iii. Parking Enforcement clearance
- iv. Traffic control and safety flagger training

c. Administration / Project Management

- i. Principles of Procurement certification
- ii. Public Records/Retention and Public Meetings Law certification
- iii. Specific job-related advanced training as determined by Executive Director

2. Improve paid time off policies (“PTO”) and consider offering 4-day work week option. Currently the Port provides 10 days for vacation plus 2 personal days to full-time employees per year. Additionally, three federally recognized holidays are not observed at the Port (Martin Luther King Day, Juneteenth, and Indigenous Peoples Day). Employees accrue sick leave according to hours worked. Improving the PTO and work schedule options for employees could help with employee morale, retention, and recruitment.

- a. Add Martin Luther King Day (January 15) and Indigenous People’s Day (second Monday in October) to the Port paid holiday calendar.
- b. Authorize part-time employees to be able to carry-over all accrued sick leave hours, rather than capped at 40 hours as it is now. Full time employees are able to roll over sick leave accruals year to year with no maximum accrual limit.
- c. Authorize employees to work four 10-hour shifts per week when feasible and subject to supervisor approval.
- d. Adopt a wellness incentive policy that rewards employees that accrue large amounts of unpaid sick time, with a 10-25% payout at the end of the year for hours accrued over 100 hours.

- e. Adopt unpaid leave policy for pregnancy related disabilities.
- f. Adopt crime victim, domestic violence leave policy.
- g. Allow compensatory time for exempt employees to occur outside of one pay period if needed.

**Key Questions:**

1. What is the Commission's direction on each of these actions?
2. What other actions, or approaches would the Commission like to pursue?

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| PORT OF HOOD RIVER CURRENT |  |   |                       |                        |                             |   |
|----------------------------|--|---|-----------------------|------------------------|-----------------------------|---|
| Benefit                    | Type/Description   | Quantity  | Acc. Rate FT Exempt   | Acc. Rate FT NonExempt | Acc. Rate Part Time         | Notes/Recommended Change for 2024 Update                                    |
| <b>Health Insurance</b>    | Medical, Dental, Vision, Life/LTD/ADD, FSA, Supplemental options |   | Yes                   | Yes                    | 30 hours + Yes              | No changes recommended.   |
| <b>Retirement</b>          | PERS, Deferred compensation options                              |   |                       |                        |                             | No changes recommended.   |
| <b>Vacation</b>            | Paid Vacation - 1st Year   | 3.08 hours/pay period   | 3.08 hours/pay period | 3.08 hours/pay period  | 32 hours+ - same, prorated. | Explore switching to PTO option, increase accrual rates.                    |
|                            | 2-5 Year   | 3.69 hours/pay period   | 3.69 hours/pay period | 3.69 hours/pay period  | 32 hours+ - same,           | Explore switching to PTO option, increase accrual rates.                    |
|                            | 6-10 Year  | 4.62 hours/pay period   | 4.62 hours/pay period | 4.62 hours/pay period  | 32 hours+ - same,           | Explore switching to PTO option, increase accrual rates.                    |
|                            | 11- 15 Year and up   | 6.15 hours/pay period   | 6.15 hours/pay period | 6.15 hours/pay period  | 32 hours+ - same,           | Explore switching to PTO option, increase accrual rates.                    |
|                            |  |   |                       |                        |                             |   |
|                            |  |   |                       |                        |                             |   |
|                            |  |   |                       |                        |                             |   |
| <b>Holidays</b>            | Paid holidays off  | 9 - New Year's, Presidents, Memorial, 4th, Labor, Veterans, Thanksgiving, Day after Thanks, Christmas |                       |                        |                             | Add MLK day and either Juneteenth or Indigenous Peoples' Day (Columbus Day) |

| HOOD RIVER COUNTY CURRENT                 |   |  |                       |                        |                             |  |
|---|---|--|-----------------------|------------------------|-----------------------------|--|
| Benefit                                   | Type  | Quantity   | Acc. Rate FT Exempt   | Acc. Rate FT NonExempt | Accumulation Rate Part Time | Notes  |
| <b>Health Insurance</b>                   | Medical, Dental, Vision, 457 Plan, Flex 125, Life |  | Yes                   | Yes                    | 20 hours + Yes              |  |
| <b>Retirement</b>                         | PERS  |  |                       |                        |                             |  |
| <b>Vacation</b>                           | Paid Vacation - 1st Year                          | 5 days   | 5 days                | 5 days                 | 5 days                      |  |
|   | 2-5 Year  | 3.33 hours/pay period  | 3.33 hours/pay period | 3.33 hours/pay period  | 3.33 hours/pay period       |  |
|   | 6-10 Year   | 5.0 hours/pay period   | 5.0 hours/pay period  | 5.0 hours/pay period   | 5.0 hours/pay period        |  |
|   | 11-15 Year  | 6.0 hours/pay period   | 6.0 hours/pay period  | 6.0 hours/pay period   | 6.0 hours/pay period        |  |
|   | 16-20 Year  | 7.0 hours/pay period   | 7.0 hours/pay period  | 7.0 hours/pay period   | 7.0 hours/pay period        |  |
|   | 20+ Years   | 8.0 hours/pay period   | 8.0 hours/pay period  | 8.0 hours/pay period   | 8.0 hours/pay period        |  |
| <b>Administrative and Executive Leave</b> | Additional paid time off                          |  | 40 hours per year     | 16 hours per year      | N/A                         | Leave days may be taken in 1 hour increments. Possible to convert unused leave to employee VEBA account. |
| <b>Holidays</b>                           | Paid holidays off                                 | 10 - New Years, MLK, Presidents, Memorial, Juneteenth, 4th, Labor, Veterans, Thanksgiving, Day After Thanks, Christmas |                       |                        |                             |  |

| CITY OF HOOD RIVER CURRENT |  |  |                       |                        |  |       |
|----------------------------|--|--|-----------------------|------------------------|--|-------|
| Benefit                    | Type   | Quantity   | Acc. Rate FT Exempt   | Acc. Rate FT NonExempt | Accumulation Rate Part Time                      | Notes |
| <b>Health Insurance</b>    | Medical, Dental, Vision, VEBA, Life, AD&D, FSA |  |                       |                        |  |       |
| <b>Retirement</b>          | PERS, Deferred compensation options            |  |                       |                        |  |       |
| <b>Vacation</b>            | Paid Vacation - Up to 6 months                 | 5 days   | 5 days                | 5 days                 | 5 days (prorated to hours worked)                |       |
|                            | 6 mos - 2 years                                | 3.34 hours/pay period  | 3.34 hours/pay period | 3.34 hours/pay period  | 3.34 hours/pay period (prorated to hours worked) |       |
|                            | 6-10 Year                                      | 5 hours/pay period   | 6 hours/pay period    | 7 hours/pay period     | 7 hours/pay period (prorated to hours worked)    |       |
|                            | 11-15 Year                                     | 6 hours/pay period   | 7 hours/pay period    | 8 hours/pay period     | 8 hours/pay period (prorated to hours worked)    |       |
|                            | 16-20 Year                                     | 7 hours/pay period   | 8 hours/pay period    | 9 hours/pay period     | 9 hours/pay period (prorated to hours worked)    |       |
|                            | 21 Years +                                     | 8 hours/pay period   | 9 hours/pay period    | 10 hours/pay period    | 10 hours/pay period (prorated to hours worked)   |       |
|                            |  |  |                       |                        |  |       |
| <b>Holidays</b>            | Paid holidays off                              | 11 - New Years, Presidents, Memorial, 4th, Labor, Veterans, Thanksgiving, Day after Thanksgiving, Christmas, MLK, Columbus |                       |                        |  |       |

|  |  |   |  |                            |   |  |
|--|--|---|--|----------------------------|---|--|
| <b>Floating Holiday</b>                                    | Paid personal holiday  |   | 2 per year   | 2 per year                 | 1.5 for 32+   | Switch to PTO model, or no change.   |
| <b>Work on a holiday</b>                                   | Extra pay for work on a holiday  |   | N/A  | Double time                | Double time   | No change.   |
| <b>Sick Leave</b>  | Paid sick leave  |   | 8 hours per month up to 96   | 8 hours per month up to 96 | 1 hour of Oregon Sick Leave for every 30 hours worked. 40 hour carryover cap. | Switch to PTO model, or no change.   |
| <b>Wellness Incentive - Payment for Accrued Sick Leave</b> |  |   |  |                            |   | Adopt a wellness incentive policy to reward employees that accrue large amounts of sick leave. |
| <b>Donation of sick leave to fellow employees</b>          | Up to 10% of accrued, unlimited donations  |   |  |                            |   | No change.   |
| <b>Bereavement Leave</b>                                   | Paid and unpaid leave  | Up to 3 days paid, with 7 additional unpaid days (can use other form of paid leave) |  |                            |   | No change.   |
| <b>FMLA/OFLA</b>   | Unpaid leave   | Up to 12 weeks leave without pay in a calendar year.                                | Must be employed at least 12 months* - check if new law supercedes this. |                            |   | No change.   |
| <b>Jury Duty</b>   | Paid leave   | Up to 2 weeks, but payments from court have to be remitted to Port.                 |  |                            |   | No change.   |
| <b>Uniform Services Leave and Re-Employment</b>            | Unpaid leave, generally. If employed 6 months+, up to 15 days paid leave for military training | USERRA requirements.  |  |                            |   | No change.   |
| <b>Pregnancy Disability Leave</b>                          |  |   |  |                            |   | Adopt unpaid leave for pregnancy related disability  |

|  |  |  |  |   |   |  |
|--|--|--|--|---|---|--|
| <b>Floating Holiday</b>                                    | Paid personal holiday  | 2 per year   |  |   |   |  |
| <b>Work on a holiday</b>                                   | Extra pay for work on a holiday                                  |  | N/A  | Time and 1/2, or compensatory time off. | Time and 1/2, or compensatory time off.                                       |  |
| <b>Sick Leave</b>  | Paid sick leave  | 8 hours per month up to 40                           | 8 hours per month up to 40   | 4 hours per payroll period              | 1 hour of Oregon Sick Leave for every 30 hours worked. 40 hour carryover cap. |  |
| <b>Wellness Incentive - Payment for Accrued Sick Leave</b> |  |  |  |   |   |  |
| <b>Donation of sick leave to fellow employees</b>          | TBD  |  |  |   |   |  |
| <b>Bereavement Leave</b>                                   | Paid and unpaid leave  | Up to 3 days paid with 2 weeks additional unpaid     |  |   |   |  |
| <b>FMLA/OFLA</b>   | unpaid leave   | Up to 12 weeks leave without pay in a calendar year. | Must be employed at least 12 months* - check if new law supercedes this. |   |   |  |
| <b>Jury Duty and Witness Duty</b>                          | Paid leave, but payments from court have to be remitted to Port. |  |  |   |   |  |
| <b>Uniform Services Leave and Re-Employment</b>            |  | USERRA requirements.                                 |  |   |   |  |
| <b>Pregnancy Disability Leave</b>                          | Unpaid leave - disability related                                | Unpaid leave - disability related                    |  |   |   |  |

|  |  |   |  |                          |  |  |
|--|--|---|--|--------------------------|--|--|
| <b>Floating Holiday</b>                                    | Paid personal holiday  | 2 - one selected by employee and 1 selected by City Manager for all employees |  |                          |  |  |
| <b>Work on a holiday</b>                                   | TBD  |   |  |                          |  |  |
| <b>Sick Leave</b>  | Paid sick leave  | 8 hours per month no limit  | 8 hours per month no limit   | Pro-rata to time worked. |  |  |
| <b>Wellness Incentive - Payment for Accrued Sick Leave</b> | After 5 years of continuous employment, payment for a portion of accrued sick leave. | 5-10 years - 5%, 10-15 years - 10%, 15-20 years - 20%, 20 or more years - 25% |  |                          |  |  |
| <b>Donation of sick leave to fellow employees</b>          | Compensable sick leave may be donated based on the above schedule.                   |   |  |                          |  |  |
| <b>Bereavement Leave</b>                                   | Up to 3 days paid leave. Employees may use other available leave as well.            |   |  |                          |  |  |
| <b>FMLA/OFLA</b>   | unpaid leave   | Up to 12 weeks leave without pay in a calendar year.                          | Must be employed at least 12 months* - check if new law supercedes this. |                          |  |  |
| <b>Jury Duty</b>   | Paid leave, but payments from court have to be remitted to Port.                     |   |  |                          |  |  |
| <b>Uniform Services Leave and Re-Employment</b>            |  | USERRA requirements.  |  |                          |  |  |
| <b>Pregnancy Disability Leave</b>                          |  |   |  |                          |  |  |

|  |   |  |  |  |  |   |
|--|---|--|--|--|--|---|
| Personal Leave                             |   |  |  |  |  | No change.  |
| Religious Observances Leave                |   |  |  |  |  | No change.  |
| Crime Victim Leave Policy                  |   |  |  |  |  | Adopt Crime Victim Leave Policy.  |
| Domestic Violence and Accommodation Policy |   |  |  |  |  | Adopt Domestic Violence Leave policy.   |
| Emergency Hardship Leave                   |   |  |  |  |  | Adopt policy to allow donation of accrued leave at certain limit to fellow employee in emergency/hardship.  |
| Education and Training Assistance Programs | Paid attendance to work related workshops and seminars. Reimbursement for job-related education up to \$600 per year. |  |  |  |  | Increase limit of tuition assistance. Adopt policy and schedule to create Employee Training Program for each employee as part of the annual budget process. |
| General Leave of Absence without Pay       |   |  |  |  |  | No change.  |
| EAP  | Employee Assistance Program - Canopy wellness   |  |  |  |  | No change.  |

|   |   |  |  |  |  |  |
|---|---|--|--|--|--|--|
| Personal Leave  | Up to 30 days unpaid for compelling personal reasons, upon approval.        | Up to 30 days unpaid for compelling personal reasons, upon approval. |  |  |  |  |
| Religious Observances Leave                                 | Unpaid leave for religious holy day/observance                              | Upon approval of dept. head  |  |  |  |  |
| Crime Victim Leave Policy                                   | Use of accrued leave (vacation or sick)                                     | Must work at least 25 hours per week.                                |  |  |  |  |
| Domestic Violence and Accommodation Policy                  | Unpaid leave or accrued sick/vacation leave                                 |  |  |  |  |  |
| Emergency Hardship Leave                                    | Employees may donate accrued leave to fellow employee in hardship/emergency |  |  |  |  |  |
| Education Leave: Education and Training Assistance Programs |   |  |  |  |  |  |
| General Leave of Absence without Pay                        |   |  |  |  |  |  |
| EAP   | Employee Assistance Program - Specific Program is not determined in manual  |  |  |  |  |  |

|  |  |   |  |  |  |  |
|--|--|---|--|--|--|--|
| Personal Leave                             |  |   |  |  |  |  |
| Religious Observances Leave                |  |   |  |  |  |  |
| Crime Victim Leave Policy                  | Reasonable amount of unpaid leave to deal with health and safety needs. Accrued paid leave and FMLA/OFLA can also apply.   | Must work at least 25 hours per week.       |  |  |  |  |
| Domestic Violence and Accommodation Policy | Unpaid leave or accrued sick/vacation leave  |   |  |  |  |  |
| Emergency Hardship Leave                   |  |   |  |  |  |  |
| Education and Training Assistance Programs | Paid tuition, books, related materials for classes and programs in the employee's Training and Education program. (Grade C or better required). Membership in professional organizations may also be provided. |   |  |  |  |  |
| General Leave of Absence without Pay       | Leave of absence without pay.  | Up to 12 months with City Manager approval. |  |  |  |  |
| EAP  |  |   |  |  |  |  |

|                             |   |                                    |  |  |  |  |
|-----------------------------|---|------------------------------------|--|--|--|--|
| <b>Bilingual Pay</b>        |   |                                    |  |  |  | Adopt Bilingual Pay bonus based on English/Spanish proficiency test in recognition of the importance of bilingual ability. |
| <b>Compensatory Time</b>    | Overtime carried forward as comp time at time + 1/2, up to 80 hours accrued, excess paid out. | No comp time for Exempt employees. |  |  |  | Allow comp time for exempt employees.  |
| <b>On-Call Compensation</b> | \$200 every pay period  |                                    |  |  |  | No change.   |

|                             |   |  |  |  |  |  |
|-----------------------------|---|--|--|--|--|--|
| <b>Bilingual Pay</b>        | \$125 per month for employees that pass proficiency test English/Spanish.                     |  |  |  |  |  |
| <b>Compensatory Time</b>    | Overtime carried forward as comp time at time + 1/2, up to 80 hours accrued, excess paid out. |  |  |  |  |  |
| <b>On-Call Compensation</b> |   |  |  |  |  |  |

|                             |   |  |  |  |  |  |
|-----------------------------|---|--|--|--|--|--|
| <b>Bilingual Pay</b>        |   |  |  |  |  |  |
| <b>Compensatory Time</b>    | Overtime carried forward as comp time at time + 1/2, up to 40 hours accrued, excess paid out. |  |  |  |  |  |
| <b>On-Call Compensation</b> |   |  |  |  |  |  |



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

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### Regular Session

**PRESENT: Commissioners:** Kristi Chapman, Ben Sheppard, Heather Gehring, Mike Fox, and Tor Bieker. **Legal Counsel:** Kristen Campbell. **Staff:** Kevin Greenwood, Genevieve Scholl, Greg Hagbery, Daryl Stafford, Ryan Klapprich, and Patty Rosas. **HNTB:** Michael Shannon. **Guests:** Curt Vanderzanden, KPFF; Paul Schmidtke, KPFF.

**ABSENT:** Debbie Smith-Wagar

**MEDIA:** None

**1. CALL TO ORDER:** President Kristi Chapman called the meeting to order at 5:00 p.m.

a. **Modifications or additions to the agenda:**

- 1) Move Consent Agenda Item 2(d) to Action Item 7(b) – Contract with Coffman Engineering.
- 2) Move Consent Agenda Item 2(c) to Action Item 7(c) – FBO Agreement with Hood Tech.

b. **Public Comment:** None

**2. CONSENT AGENDA:**

- a. Approve Minutes from September 19, 2023 Regular Session and September 29, 2023 Special Meeting
- b. Approve Lease with Columbia River Acupuncture in the Marina Park #1 Building
- ~~c. Approve Amendment No. 3 to FBO Agreement with Hood Tech Corp., Aero Inc.~~
- ~~d. Approve Contract with Coffman Engineering in the Amount of \$62,777.20~~
- e. Approve Accounts Payable to Campbell Phillips in the Amount of \$2,185.00

**Motion:** Move to approve Consent Agenda as modified eliminating item C and D.

**Move:** Fox

**Second:** Bieker

**Discussion:** None

**Vote:** **Ayes:** Chapman, Sheppard, Gehring, Fox, and Bieker

**MOTION CARRIED**

**3. INFORMATIONAL REPORTS:** None

**4. PRESENTATIONS & DISCUSSION ITEMS:**

- a. **Lot 1 Development Traffic Assessment Report, KPFF** – Greg Hagbery, Development/Property Manager, introduced Curt Vanderzanden and Paul Schmidtke from KPFF for a presentation on 1st Street and Anchor Way Extension. Vanderzanden noted that the question has been raised whether the extension of Anchor Way is the right solution or if the proposed extension of Anchor Way might hinder the development of Lot 1. Vanderzanden and Schmidtke discussed the historical context and provided a traffic analysis addressing potential impacts to existing intersections within the project area including the intersection within Oregon Department of Transportation’s (ODOT) interchange access management area. The KPFF team proposed the following options for continuing the design on N. 1<sup>st</sup> Street realignment and Anchor Way Extension project. The first option was to keep the current concept of extending Anchor Way through Lot 1 at the existing Anchor Way alignment as well as realigning 1<sup>st</sup> Street to allow for future development opportunities along Nichols Basin. The second option was to proceed with 1<sup>st</sup> Street Realignment and realign the utilities across Lot 1 to the existing Anchor Way alignment. The third option was to

focus on the 2<sup>nd</sup> and Riverside intersection and not to proceed with 1<sup>st</sup> Street and Anchor Way design. Finally, the fourth option was to proceed with the current concept to produce Construction Documents but discontinue construction to refocus on 2<sup>nd</sup> and Riverside. A discussion followed regarding the proposed options and concluded with a directive to staff to provide more information at Fall Planning such as how much money is available for the project, costs associated with the proposed options, and how the grants can be used. Commissioner Mike Fox also requested a timeline for the proposed options and an estimate of how much construction will be required.

- b. **Waterfront Parking Year-to-Date Report** – Genevieve Scholl, Deputy Executive Director, summarized the parking system year-to-date report that encompasses the new changes to waterfront parking rates, fees, zones and hours. The results indicate a 40.5 percent net increase, which is approximately \$98,482.31, within the parking system as viewed in isolation. Scholl noted that the results were not audited and were compiled from reports derived from various sources and should only be considered as preliminary. A discussion ensued regarding the results. The Commission requested a report to help determine how many of the sales were from constituents and requested information on how to better manage the transferable annual passes. Staff will provide the information at Fall Planning.
- c. **Treaty MOA Potential Loss of Fishing Access During Construction** – Commissioner Fox noted that during the Memorandum of Agreement (MOA) negotiations with the Treaty Tribes, it was requested that the Tribes continue fishing during construction. The suggestion was made by Commissioner Fox to allow fishing access on sections that were not being occupied by construction and recommended zoning and numbering the piers for easy access. There was consensus from the Commission that there is no conflict with Commissioner Fox’s recommendation of numbering the piers.
- d. **Existing Bridge Risk Register Review** – Kevin Greenwood, Executive Director, noted that this topic was brought forward after a meeting with the Bridge Committee and the engineering team. Their focus was to determine the risk items related to the current bridge. A Risk Register was created based on their findings and presented to the Commission for review. The Bridge Committee requested that the Coffman Engineering contract include a review of the Risk Register items and establish procedures and training programs for the facilities crew. Commissioner Fox noted that the scour conditions report also needs to be updated to include the results from the recent core sampling that was conducted on the bridge.

5. **EXECUTIVE DIRECTOR REPORT:** Written report provided in packet.

6. **COMMISSIONER, COMMITTEE REPORTS:**

- a. **Bridge Committee** – None
- b. **Airport Committee** – Commissioner Tor Bieker reported that at the last Airport Advisory Committee (AAC) meeting, AAC held a public vote and established a consensus to make a formal recommendation to the Port Commission that Tad McGeer and Doug Knight be approved as new members to serve on the Committee.

**Motion:** Move to appoint Tad McGeer and Doug Knight to the Airport Advisory Committee for a three (3) year term ending June 30, 2026.

**Move:** Sheppard

**Second:** Bieker  
**Discussion:** None  
**Vote:** **Ayes:** Chapman, Sheppard, Gehring, Fox, and Bieker  
**MOTION CARRIED**

**7. ACTION ITEMS:**

- a. **Approve grant agreement with U.S. Economic Development Administration for Waterfront Roads Utilities Project.** Scholl summarized the conditions of the grant agreement.

**Motion:** Move to approve EDA Grant Agreement Investment No. 07 79 07955 in the amount of \$1,981,419 for the Hood River Waterfront Roads and Utilities Infrastructure Project.  
**Move:** Gehring  
**Second:** Fox  
**Discussion:** None  
**Vote:** **Ayes:** Chapman, Sheppard, Gehring, Fox, and Bieker  
**MOTION CARRIED**

- b. **Approve contract with Coffman Engineering in the amount of \$62,777.20.**

**Motion:** Move to approve contract with Coffman Engineering in the amount of \$62,777.20 for an update on the scour critical report.  
**Move:** Fox  
**Second:** Sheppard  
**Discussion:** None  
**Vote:** **Ayes:** Chapman, Sheppard, Gehring, Fox, and Bieker  
**MOTION CARRIED**

- c. **Approve Amendment No. 3 to FBO Agreement with Hood Tech Corp., Aero Inc.**

**Motion:** Move to approve Amendment No. 3 to the FBO Agreement with Hood Tech Corp., Aero Inc.  
**Move:** Gehring  
**Second:** Bieker  
**Discussion:** A discussion ensued regarding a potential surcharge on the flowage fees and whether staff should seek other Fixed Based Operator (FBO) proposals. There was consensus from the Commission to continue with the current FBO agreement.  
**Vote:** **Ayes:** Chapman, Sheppard, Gehring, Fox, and Bieker  
**MOTION CARRIED**

**8. COMMISSION CALL:** None

**9. CONFIRMATION OF DIRECTIVES:**

- a. Staff to provide information at Fall Planning regarding Lot 1 development: how much money is available for the project, costs associated with the proposed options, how the grants can be used, timeline for proposed options and an estimate of how much construction will be required.

- b. Staff to provide a report at Fall Planning to help determine how many of the sales were from constituents and requested information on how to better manage the transferable annual passes.
- 10. EXECUTIVE SESSION:** President Kristi Chapman recessed Regular Session at 6:51 p.m. to call the Commission into Executive Session under ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees.
- 11. POSSIBLE ACTION:** The Commission was called back into Regular Session at 7:15 p.m. No action was taken as a result of Executive Session.
- 12. ADJOURN:** The meeting was adjourned by unanimous consent at 7:15 p.m.

**ATTEST:**

\_\_\_\_\_  
Kristi Chapman, President

\_\_\_\_\_  
Michael Fox, Secretary

# Commission Memo

Prepared by: Ryan Klapprich, Facilities Manager  
Date: November 14, 2023  
Re: Variable Message Sign Purchase



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The Port owns two reader boards that are usually placed at either end of the bridge for public messaging. During the last large full bridge closure project, one of the two boards stopped working. Staff attempted repair and failed to solve the issue in a timely manner. The unit is now fixed, but staff rented a new unit for the month leading up to closure.

Since these units are used often and very important for motorist notifications and traffic control, staff recommends purchase of a third sign to replace the oldest unit, and keep that unit as a spare. Not only are these reader boards used on the bridge, but they also serve as traffic control/safety messaging on the waterfront – most notably for the 4<sup>th</sup> of July.

The attached quote sheet shows staff's selection is the highest cost, but provides the best value to the Port. This option would solve a messaging problem on the Washington side of the bridge. Currently, we have to physically access the reader board's on-board computer to change or start the messages. During emergencies on the bridge, it is often impossible to get across to program the needed message. This new reader board will allow staff to remotely log into the reader board from any computer and change the message in case of an emergency.

**RECOMMENDATION:** Motion to purchase a reader board from Traffic Safety Supply in an amount not to exceed \$21,150.

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**PORT OF HOOD RIVER  
DETERMINATION & JUSTIFICATION  
FOR SUPPLIES AND SERVICES**

Name/Title: Ryan Klapprich / Facilities Manager

Date: 11/8/2023

Description: New reader board purchase

**QUOTE #1**

|   |  |
|---|--|
| Business Name: <u>Traffic Safety Supply</u><br>Address: <u>2324 SE Umatilla St. Portland OR</u><br>Phone #: <u>503-235-0531</u> | Quoted Price: <u>\$ 21,149.95</u><br><div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block; margin: 5px 0;">Per Attachment</div><br>Per Phone Call<br>Per Internet Search |
|---|--|

Notes: Same unit that we purchased in 2021. Remote login from any internet service to program no additional fees

**QUOTE #2**

|  |  |
|--|--|
| Business Name: <u>All Traffic Solutions</u><br>Address: <u>PO Box 221410 Chantilly, VA 20153</u><br>Phone #: <u>814-237-9005</u> | Quoted Price: <u>\$ 16,470.15</u><br><div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block; margin: 5px 0;">Per Attachment</div><br>Per Phone Call<br>Per Internet Search |
|--|--|

Notes: Requires monthly subscription for remote programming capabilities.

**QUOTE #3**

|   |  |
|---|--|
| Business Name: <u>Transportation Supply LLC</u><br>Address: <u>1401 Lavaca St. #40 Austin, TX 78701</u><br>Phone #: _____ | Quoted Price: <u>\$ 20,145.00</u><br><div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block; margin: 5px 0;">Per Attachment</div><br>Per Phone Call<br>Per Internet Search |
|---|--|

Notes: No remote login capabilities on unit only.

Findings: staff prefers the same unit that we have, one for ease of use also same parts. would offer same programming as the unit we have with no new software to purchase and no monthly fees.

Traffic Safety Supply \$ 21,149.95

Approved by: \_\_\_\_\_

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

Kevin Greenwood, Executive Director





Traffic Safety Supply  
 2324 SE Umatilla Street  
 Portland, OR 97202  
 Phone: (503) 235-8531  
 Fax: (503) 235-5112

**CSR:** Jon Nelson

# SALES QUOTE

|                          |          |                 |
|--------------------------|----------|-----------------|
| Quote Number             | Date     | Customer Number |
| SQN00053460              | 09-27-23 | C003042         |
| Quote valid for 30 days. |          |                 |

| Product | Description   | Quantity | Price       | Extended Price |
|---------|---|----------|-------------|----------------|
| DP06161 | THREE LINE, MESSAGE CENTER<br>SOLAR, TRAILER<br>SMC1000, WITH MODEM<br>*5 YEAR<br>MANUFACTURER<br>WARRANTY<br><br>*PRICE INCLUDES<br>MODEM<br><br>MODEM FEATURES:<br>*NO REOCCURING<br>MONTHLY MODEM OR<br>CELLULAR FEES<br>*GPS LOCATING<br>*REMOTE MESSAGE<br>INPUT<br>*DIAGNOSTIC DATA<br><br>Video Link:<br><a href="https://www.youtube.com/watch?v=D1ngYPwJ9qU">https://www.youtube.com/watch?v=D1ngYPwJ9qU</a> | 1.00 EA  | \$21,149.95 | \$21,149.95    |



Traffic Safety Supply  
2324 SE Umatilla Street  
Portland, OR 97202  
Phone: (503) 235-8531  
Fax: (503) 235-5112

**CSR:** Jon Nelson

# SALES QUOTE

| Quote Number             | Date     | Customer Number |
|--------------------------|----------|-----------------|
| SQN00053460              | 09-27-23 | C003042         |
| Quote valid for 30 days. |          |                 |

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---

|                  |             |
|------------------|-------------|
| Total Before Tax | \$21,149.95 |
|                  |             |
| Tax              | \$0.00      |
| Order Total      | \$21,149.95 |

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: November 14, 2023  
Re: Term Amendment - WSP

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WSP's contract with the Port expires at the end of December 2023. The time associated with completing the Biological Opinion, Section 106 Memo of Agreement (MOA) and Treaty MOAs has taken longer than the contract has allowed. The Project Management Team (HNTB), the Port and WSP feel that the Final Environmental Impact Statement (FEIS)/Record of Decision (ROD) should be finished by June, 2024, and this amendment allows for WSP to complete those tasks by that time.

WSP is not requesting any additional budget authority and their work is reimbursable from project grants/appropriations.

**RECOMMENDED ACTION:** Authorize Amendment No. 11 with WSP to extend the term of the contract through June 30, 2024.

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**PORT OF HOOD RIVER  
PROFESSIONAL SERVICES CONTRACT  
AMENDMENT No. 11**

This Amendment No. 11 (the “**Amendment**”) to the Port of Hood River Professional Services Contract, No. 2018-01, dated July 16, 2018, (the “**Agreement**”) is entered into between the Port of Hood River and WSP USA, Inc. (collectively, the “**Parties**”).

**RECITALS**

**WHEREAS**, the July 16, 2018 Professional Services Contract included an expiration date of January 31, 2021 which was extended to July 31, 2021 by Amendment No. 4 approved by the Port of Hood River Commission on February 16, 2021, and further extended to January 31, 2022 by Amendment No. 05 approved by the Port of Hood River Commission on July 13, 2021, and further extended by Amendment No. 07 to September 30, 2022 approved by the Port of Hood River Commission on January 18, 2022, and further extended by Amendment No. 09 to March 31, 2023; and

**WHEREAS**, based upon the needs of the project, this amendment allows for changes to the expiration date; and,

**WHEREAS**, Amendment No. 01 was approved by the Commission on August 6, 2019 to accommodate job description and rate changes resulting from a merger between WSP USA, Inc. and BergerABAM and

**WHEREAS**, Amendment No. 02 was approved by the Commission on October 22, 2019 to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), and Rate Schedule (Exhibit F) as documented in the 2019 C2C;

**WHEREAS**, Amendment No. 03 was approved by the Commission on August 11, 2020 to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), Key Persons (Exhibit D), and Rate Schedule (Exhibit F) as documented in the 2019 C2C;

**WHEREAS**, Amendment No. 04 was approved by the Commission on February 16, 2021 to allow changes to the Scope of Work (Exhibit A) and Consultant Compensation (Exhibit B), as documented in the 2021 C2C;

**WHEREAS**, Amendment No. 05 was approved by the Commission on July 13, 2021 to extend the expiration date of the contract to January 31, 2022;

**WHEREAS**, Amendment No. 06 was approved by the Commission on September 7, 2021 to include additional Preliminary Cost Estimate services and allow changes to the Scope of Work (Exhibit A) and Consultant Compensation (Exhibit B);

**WHEREAS**, Amendment No. 07 was approved by the Commission on January 18, 2022 to extend the expiration date of the contract to September 30, 2022;

**WHEREAS**, Amendment No. 08 was approved by the Commission on February 8, 2022, to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), Rate Schedule (Exhibit F)

**WHEREAS**, Amendment No. 9 was approved by the Commission on September 13, 2022 to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), and Rate Schedule (Exhibit F) and to extend the expiration date of the contract to March 31, 2023;

**WHEREAS**, Amendment No. 10 was approved by the Commission on February 21, 2023 to extend the expiration date of the contract to December 31, 2023;

**NOW**, in consideration of the mutual promises contained herein, and for good and valuable consideration, the Parties agree as follows:

**AGREEMENT:**

**1. TERM:** The Parties hereby extend the expiration date of the contract from December 31, 2023 to June 30, 2024.

**2. REMAINING CONTRACT PROVISIONS.** Except as specifically modified by this Amendment, the Parties understand and agree that all provisions of the Agreement remain in full force and effect.

WSP USA Inc.  
1300 SW 5<sup>th</sup> Ave, 31<sup>st</sup> Floor  
Portland, OR 97201  
(503) 417-9355

\_\_\_\_\_  
John Maloney, Senior Vice President 1      Date

Port of Hood River  
1000 E. Port Marina Drive  
Hood River, OR 97031  
(541) 386-1645

\_\_\_\_\_  
Kevin M. Greenwood, Executive Director      Date

Approved for Legal Sufficiency

\_\_\_\_\_  
Kristen Campbell, Port Counsel      Date



# Commission Memo



Prepared by: Greg Hagbery  
Date: November 14, 2023  
Re: Ferment Brewing Co – Sublease to Camp 1805

---

On July 1, 2022, Ferment Brewing Company, LLC began leasing Suite 102 in the Jensen Building. They have been excellent tenants and thoroughly enjoy the location and facilities.

Historically, Ferment has subleased a small area to Abide Craft Distillers, LLC d/b/a Camp 1805, which is a craft distillery with a tasting room in the Solstice Building and additional distillation equipment and operations in the Ferment Building, for dry storage. After consolidating space in the Ferment Building and relocating most of that consolidated space to the Jensen Building, Ferment no longer has available space to accommodate Camp 1805 in the Ferment Building.

Therefore, Ferment has requested permission to sublease approximately 570 sf in Suite 102 of the Jensen Building to them. If allowed to sub-lease, Ferment will charge sub-lessee no more than what they are currently being charged under the Master Lease. Rent payments for the entire space will continue to be received solely from Ferment.

The finalized Sub-lease Agreement is attached for your review.

**RECOMMENDATION:** Ratify the Agreement for Ferment Brewing Company, LLC to sub-lease approximately 570 sf to Abide Craft Distillers, LLC d/b/a Camp 1805, in Suite 102 of the Jensen Building.

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# SUBLEASE AGREEMENT

This **Sublease Agreement** is made between **Ferment Brewing Company LLC**, individually as "Sublessor" and Abide Craft Distillers, LLC d/b/a **Camp 1805**, as the "Sublessee," together referred to as the "Parties." The Parties agree that the Sublessee shall lease from the Sublessor a portion of the Sublessor's interest in the premises located at 400 Portway Ave, Suite 102 (the "Premises") on the following terms:

1. **SUBLEASE TERM.** The term of the Sublease will be on a month-to-month period, beginning on **November 1, 2023**.
2. **RENT.** Sublessee will pay Sublessor a total monthly rent equivalent to the square footage rate that Sublessor pays to the Port as specified in the Master Lease. Rent will be payable on the first day of each month directly to the Sublessor.
3. **TERMINATION NOTICE.** Sublessee's tenancy can be terminated by sublessor or the Port at any time. Sublessee is not responsible for finding a replacement upon the termination of his/her tenancy.
4. **SUBLESEE'S INTEREST IN THE PREMISES.** Sublessee is one of 2 total tenants occupying the Premises under the Sublessor Ferment Brewing Company LLC.
5. **MASTER LEASE.** Sublessee acknowledges that Sublessor has leased the Premises from the Port of Hood River by Lease Agreement entered into by Sublessor and the Port of Hood River, dated effective June 30, 2022 (the "Master Lease"). Sublessee also acknowledges that Sublessor has received permission from the Port of Hood River, per the terms of the Master Lease and conditioned upon Sublessor and Sublessee agreeing to the terms of this Agreement, to enter into this Sublease Agreement with Sublessee. In addition to the provisions of this Sublease Agreement, the Sublessee agrees to be bound by all the terms, conditions and obligations of Sublessor as lessee in the Master Lease for the Premises , including, but not limited to, Master Lease sections: (i) 8.2, Maintenance and Repair/Lessee's Obligations; (ii) 9, Insurance; (iii) 11, Tenant Alterations; (iv) 12, Fixtures and Personal Property; and (v) 14, Signs. The Master Lease is attached to and incorporated into this Sublease Agreement by and between Sublessor and Sublessee

Nothing herein shall be interpreted as having released the Lessee from its obligations under the underlying lease with the Port of Hood River. The Port of Hood River looks to Sublessor to perform each and every obligation it has under the underlying lease for the Premises . Any and

all provisions of the Sublease Agreement which are or may be inconsistent with the provisions of the underlying lease shall be of no force and effect as respects the Port of Hood River.

6. **TERMINATION OF MASTER LEASE.** If Sublessor terminates his/her tenancy in the Premises under the Master Lease, Sublessor will provide 30 days' notice to Sublessee. Sublessee agrees that if the Master Lease is terminated for any reason, this Sublease Agreement will terminate as of the same date.
7. **CONDITION OF THE PREMISES.** Upon the termination of this Sublease Agreement for any cause, Sublessee will leave the Premises in their original good condition. Sublessee is responsible for the repair of any damage resulting from the act or neglect of Sublessee or those persons who are invitees of the Sublessee.
8. **CASUALTY LOSS OF SUBLESEE.** The parties hereto agree that the Port of Hood River, its commissioners and employees and its casualty policy shall not be responsible to the Sublessee for any property loss or damage done to the Sublessee's property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be the Sublessee's responsibility to provide its own protection and insurance against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Port of Hood River, Sublessor, Sublessee, third party, or act of nature.
9. **INSURANCE.** Sublessee shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property located on the Premises) arising on the Premises or arising out of Sublessee's operations. The limits of liability shall be not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate unless the Sublessee requests and the Port of Hood River approves in writing, a lesser liability limit. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Sublessee and to the Port of Hood River. The foregoing insurance policy shall name the Port of Hood River as an additional insured. Lessee shall provide certificates of insurance and, if requested, copies of any policy to the Port of Hood River. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port of Hood River except upon forty-five (45) days' prior written notice from the insurance company to the Port of Hood River; (iii) contain an express waiver of any right of

subrogation by the insurance company against Port of Hood River and its elected officials, employees or agents; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Sublessee which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to the Port of Hood River and Sublessee.

**10. SUBLEASING AND ASSIGNMENT.** Sublessee may not lease, sublease, or assign the Premises without the prior written consent of the Sublessor and the Port of Hood River.

**11. COMPLETE AND BINDING AGREEMENT.** All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease. This Sublease will not be enforceable until signed by both Sublessee and Sublessor. Any modification to this Agreement must be in writing, signed by both Sublessor and Sublessee.

**GOVERNING LAW.** This Agreement shall be governed by the laws in the state of OREGON. We, the Undersigned, agree to the above stated terms.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023

**Sublessee:** Abide Craft Distillers, d/b/a Camp 1805

**Sublessee:** Ferment Brewing Company, LLC

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_, Its \_\_\_\_\_

By: \_\_\_\_\_, Its \_\_\_\_\_

Print Name

Print Name

Address:

Address:

Email/phone:

Email/phone:

**Consent to Sublease:** Port of Hood River

Signed: \_\_\_\_\_

By: Kevin M. Greenwood, Executive Director

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# Commission Memo



Prepared by: Daryl Stafford  
Date: November 14, 2023  
Re: Recommendations for Marina Rules & Regulations and Moorage Agreements

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## **MARINA RULES AND REGULATIONS**

As part of an annual review and update, staff recommends changes to the Marina Rules and Regulations that are implemented on January 1st. The purpose of the proposed changes is for clarification, streamlining processes; improving Marina administration efficiency, safety and security; to encourage best practices for the Marina; and to increase revenue and reduce expenses.

Commission consideration is requested of the following notable changes:

1. **Boathouses-** Due to the August 2022 Commission decision for non-renewal of the boathouse leases, the language in the boathouse section of the Rules & Regs is outdated and needs revision.
2. **Seaworthiness-** The OSMB and Oregon DSL strongly recommends marinas to include stronger language to encourage seaworthiness and to discourage derelict vessels from remaining in marinas. Recommended language was also added for registration and insurance requirements for this purpose.

The attached draft 2024 Marina Rules and Regulations has been reviewed by the Port's legal team, with the suggested changes in red/blue.

## **MARINA MOORAGE AGREEMENTS**

Marina Moorage Agreements are typically updated every few years and sent out to the tenants via DocuSign in early December for the upcoming year. The last revision was in Fall 2020. The attached draft 2024 Marina Moorage Agreements has the suggested changes in red.

It is the Port's practice is to provide 30 days-notice to tenants before implementation on January 1st.

## **RECOMMENDATIONS:**

Approve 2024 Marina Rules and Regulations and 2024 Marina Moorage Lease Agreements by adopting Resolution 2023-24-7.



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**PORT OF HOOD RIVER  
Resolution No. 2023-24-7**

**A RESOLUTION SETTING MARINA MOORAGE RULES AND REGULATIONS**

WHEREAS, the Port of Hood River Commission adopted Ordinance No. 27 Regulating Conduct on Port Property on May 16, 2023; and

WHEREAS, Section 24 of Ordinance No. 27 states that “All Marina Boat Basin tenants shall comply with the conditions of their moorage agreement and with moorage rules and regulations adopted by the Port”; and

WHEREAS, Marina Moorage Rules and Regulations were last adopted November 1, 2022; and

WHEREAS, copies of the Moorage Agreement and Boathouse Lease templates, which incorporate the Marina Rules and Regulations as amended from time to time, are attached as an exhibit to this resolution; NOW THEREFORE

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

**Section 1. Adoption.** The Commission adopts the attached revised Marina Moorage Rules and Agreement.

Exhibit A. Moorage Agreement Template

**Section 2. Annual Review.** The Commission, through assistance by Port staff, shall annually review and adopt new rules and regulations, if needed, prior to the start of the calendar year.

**Section 3. Repealer.** All previous Marina Moorage Rules and Regulations are hereby repealed.

Adopted by the Board of Commissioners of the Port of Hood River on this 14th day of November 2023.

**SIGNED:**

\_\_\_\_\_  
Kristi Chapman, President

**ATTEST:**

\_\_\_\_\_  
Michael Fox, Secretary

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**PORT OF HOOD RIVER**  
**2024 MARINA MOORAGE RULES & REGULATIONS**  
Effective January 1, 2024

The purpose of these Rules and Regulations is to promote the safe and efficient operation of the Port of Hood River Marina (“Marina”) and provide better service for boaters and the public. It is the intent of the Port to encourage Tenant/Licensees to contribute to the efficient operation of the Marina by following the rules and regulations established for this purpose.

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

Tenant/Licensee agrees to comply with all applicable federal, state, county, and city laws and rules, and to comply with all Port ordinances in addition to these Marina Moorage Rules & Regulations. Violations may result in immediate termination of lease agreement.

The Port reserves the right to change the Marina Moorage Rules & Regulations from time to time. Any such changes shall be posted on the Port’s website at [www.portofhoodriver.com](http://www.portofhoodriver.com), and shall be effective on the website posting date unless a later date is specified by the Port. Marina users are responsible for knowing, understanding and complying with the current and updated rules and regulations. Failure to adhere to these rules and regulations may result in moorage termination and penalties. The Port Commission authorizes Port staff, including the Marina Manager, to enforce these rules and regulations by written or verbal directions or any other legal means.

When a boat enters the Marina, it immediately comes under the jurisdiction of the Port and shall be berthed or anchored only where authorized by the Port. Port staff may deny the use of any of the facilities of the Marina or moorage when not in the best interest of the Port or the Marina.

The Marina is a regulated facility owned and operated by the Port. The intended use of a slips is for recreational purposes, not for storage. Any commercial activity in the Marina or on Port property requires a separate Port permit that may or may not be granted.

The Port was originally certified by the Oregon State Marine Board in 2012 as a “Clean Marina.” Annual surveys are submitted to the OSMB and site visits are conducted every three years for recertification. The Port of Hood River Marina was recertified as a Clean Marina in 2021. Review the Clean Boater information available from the Oregon State Marine Board here: <https://www.oregon.gov/OSMB/boater-info/Pages/Clean-Marinas.aspx>

***Information is listed by topic in alphabetic order.***

**Agreements**

Moorage Rental Agreements with the Port will only be executed with the owner of the boat that is to occupy the assigned slip and noted as the Tenant/Licensee of record. Leasing **or renting** a boat slip or boat in the slip is prohibited unless temporary permission is granted by the Marina Manager in limited circumstances.

Tenant/Licensees must annually provide proof of ownership of the vessel that will occupy their assigned slip. Failure or inability to provide satisfactory proof of ownership will result in denial of moorage privileges or termination.

- Documents, including but not limited to the following, will be required:
  - a. Current certificate of Title showing proper owner(s), or loan documents.
  - b. Current State Registration Certificate or USCG Documentation showing owner(s).
  - c. Insurance with proper owner(s) listed.
- Tenant/Licensee agreements may be denied, or tenancy may be terminated if any information related to an agreement is misrepresented, incomplete, inaccurate or falsified. The Port reserves the right to verify all verbal or written information presented to confirm that the Vessel in an assigned berth is, in fact, owned by the person who signed the Moorage Agreement, and to deny any application for any reason not specifically restricted by law.
- Contact information provided to the Port by the Tenant/Licensee shall be kept current at all times, including emergency contact information. It is the Tenant/Licensee's responsibility to inform the Port of any changes.
- New Tenant/Licensees that do not have vessels have 60 days from slip acceptance to purchase vessel. Permission for extension must be approved by Marina Manager. Extensions longer than 6 months will not be considered unless there are extreme circumstances and must be approved by Executive Director.

All Tenant/Licensee boats MUST be moored in the slip assigned to the Tenant/Licensee in a Moorage Agreement. All boats shall be the appropriate size for the slip and tied up in berths or at moorings according to good maritime practice. The **overall length** of the vessel must NOT exceed the assigned slip allowance without Port approval.

- Tenant/Licensee acknowledges that Tenant/Licensee has inspected the assigned slip and is satisfied the slip is in good condition and adequate for the safe mooring of Tenant/Licensee's boat. Each Tenant/Licensee accepts the Marina and Slip in their present condition and understands that the Marina dock and slip is being rented "AS-IS".
- The Port reserves the right to relocate any Tenant/Licensee to another moorage slip at any time, and to allocate the use of any moorage as it deems necessary.
- No offensive activities shall be carried on by a Tenant/Licensee at or in the immediate vicinity of the Marina. A Tenant/Licensee shall not engage in any activity that might be dangerous to life or limb nor permit any objectionable noise or odor on Tenant/Licensee's boat, in the Marina, or on adjacent premises, nor do anything which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the Marina or of the adjoining property by others. The Port reserves the right in its sole discretion to determine whether an activity is considered "offensive."
- A Tenant/Licensee shall be responsible for and assure compliance with the terms of these rules and regulations by Tenant/Licensee's invitees, guests and family members. Any violation or breach by them is a breach by Tenant/Licensee.

Personal watercrafts (PWC), wave runners, jet skis or vessels under 16' do not qualify as a vessel for moorage in the Marina Moorage.

### **Betterment Lists**

A "Betterment List" requesting notice of slip vacancies is available for annual Tenant/Licensees whose accounts are in good standing with no unpaid balances, and who have met all terms of the current year Rules and Regulations and Lease Agreements. Tenant/Licensees seeking to change slips should contact the Marina Manager. At the discretion of the Marina Manager, Tenant/Licensees on the betterment list will be contacted

when a slip becomes vacant.

- A Tenant/Licensee must respond within three (3) business days after offered a vacated slip. If a Tenant/Licensee declines, no response is received or if the Tenant/Licensee fails to move their vessel within the time allowed, the Tenant/Licensee's right to occupy the Betterment slip will expire and the slip will be offered to the next person on the list.
- If a Betterment List offer expires, a Tenant/Licensee who receives but does not accept an offer will retain their place on the Betterment List. However, if a Tenant/Licensee is offered another Betterment move within twelve (12) months after the Tenant/Licensee declines or fails to respond to the first Betterment offer within the time allowed, the Tenant/Licensee will be removed from the Betterment List.
- Outside end slips are exempt from Betterment List requests.
- \$35 will be charged when a Tenant/Licensee requests a "Betterment" move to a slip with the same length classification. Tenant/Licensees seeking a boat slip with a different classification should apply for the appropriate "Wait List" and pay an Administrative fee.

### **Bulletin Board**

- All notices will be posted by Port Staff only. Notice requests may be emailed to [waterfront@portofhoodriver.com](mailto:waterfront@portofhoodriver.com), calling the Marina Manager at (541) 436-0797, or by dropping a notice at the Port office. All notices will be date stamped.
- Notices posted without permission will be REMOVED.
- Event notices may be placed no more than two (2) weeks prior to the event and will be removed the next business day following the event.
- Non-event notices, such as items "For Sale" will be posted for no more than three (3) weeks.

### **Defaults**

The following are a default of a Tenant/Licensee's moorage obligations:

- Failure to pay the Port moorage rental as per the Moorage Agreement or any other Marina fees or charges within ten (10) days after Port written notice of non-payment is sent to a Tenant/Licensee.
- Failure of a Tenant/Licensee to comply with any of the terms or conditions of any Port Ordinance or Marina rule or regulation within ten (10) days after written notice from the Port is sent to the Tenant/Licensee. If such noncompliance cannot be cured within ten (10) days but may be cured within a short time thereafter, the Tenant/Licensee may apply for and receive approval for an extension of time from the Port Executive Director, which may be granted or denied in their discretion.
- If a default is not remedied the Port may:
  - Terminate the moorage lease, evict the Tenant/Licensee and boat and re-lease the slip.
  - Recover any unpaid rent, charges or fees and any of Port's direct costs including staff and attorney's fees, if any, before suit, after suit is filed and on appeal.
  - Take possession of the boat, its apparel, fixtures, equipment and furnishings, and retain possession at the Marina or elsewhere until all charges then owing, and all charges arising thereafter are fully paid, and all violations of the terms of any Moorage Agreement or Port Moorage Rules and Regulations have been cured, or if not cured dispose of the boat and items the Port has taken possession of.
  - These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.
- If a past-due payment default is cured, the Tenant/Licensee may be required, in the Port's discretion, to make a single payment by January 31 for the following moorage year.

### **Dinghies and Accessory Watercrafts**

- A dinghy is considered a small boat carried or towed for use as a lifeboat or tender by a larger vessel and are typically less than 12 feet in length including any overhangs or protrusions from the Vessel including the motor. Accessory watercrafts or dinghies over 12' in length are not allowed as secondary watercrafts.
- Personal Watercrafts (PWC), jet skis, wave runners or boats under 16 feet do not qualify for slips in the Marina moorage.
- Accessory watercrafts are considered jet skis, kayaks, skiffs, rowboats, etc.
- Accessory watercrafts are only allowed if they belong to the Tenant/Licensee and are secondary to the Tenant/Licensee's vessel of record. They must be less than 12' and fit within the perimeter of the slip.
- Dinghies or accessory watercrafts must be stowed on the Tenant/Licensee's vessel or if small enough so as not to interfere with the regular moorage of any vessel (at the discretion of the Marina Manager), moored in the water at the stern or bow of the vessel so as not to exceed maximum overhang criteria and fit in the perimeter of the Tenant/Licensee's slip. Dinghies may not be stored on the port or starboard side of the Tenant/Licensee's vessel.
- Dinghies or accessory watercrafts are not allowed on the docks or dock fingers.
- The Port has discretion to allow or not allow any dinghy or accessory watercraft in the water, based on the size, type or location. If the Port denies permission for maintaining an accessory watercraft at a Tenant/Licensee's slip the Tenant/Licensee must immediately remove the watercraft from the water or the slip.
- Non-motorized accessory watercraft including a dinghy, kayak or inflatable, are allowed at no charge if secured within the leased footprint within the slip.
- Fees: \$50 per motorized watercraft, per month, unless watercraft is an inflatable Tender used in service of boat and proper registration and insurance is provided.

### **Electric Power**

- Electrical meters are read and billed every quarter and on termination of a Moorage Agreement by the Port.
- Electricity to the Marina is provided by Pacific Power. The Port does not guarantee the continuity of electrical service to any boat or boathouse.
- All electrical service connections by Marina users and Tenant/Licensees between Marina outlets and any boat must conform to National and State Electrical Codes. Shore power cords are to be secured so that they cannot cause damage to meter bases. Damage done to meter bases is the financial responsibility of the Vessel Owner.
- Without exception, all shore power cords must be "UL Approved", 30/50amp marine grade weatherproof cords with a twist lock configuration. Cords must be kept in good condition (no signs of corrosion, discoloration, or abnormal wear), be coiled, and kept out of the water. Cords should only be connected to and disconnected from the dock power pedestal when the breaker is in the "OFF" position. Cords should be installed to avoid strain being placed on the connection between cord and receptacle. Careful power cord installation and proper maintenance is critical to maintaining a safe and reliable electrical service.
- Splitters or adapters are not allowed at the shore power pedestal. Tenant/Licensees are prohibited from plugging splitters or adapters into their shore power cords unless approved by Port Staff.
- Port Marina staff may disconnect undersized or non-compliant cords and may discontinue electrical service to such Tenant/Licensee. Any damages resulting from disconnection of an unsatisfactory shore power cord will be at the Tenant/Licensee's sole risk. Tenant/Licensee expressly authorizes the Port to disconnect any unsuitable shore power cord and releases the Port from any claims resulting from such



action. The use of house-hold extension cords or any other cord not complying with the foregoing requirements for shore power connections is strictly prohibited.

- The Marina's main electrical system is designed to cut the power supply to an individual dock if a low-level ground fault is detected or to individual Ground Fault pedestals. It is critical that each Tenant/Licensee maintain their vessel's electrical system and connection to the dock pedestal to insure no ground faults occur. If the Port determines that a vessel has tripped the GFI system, the Tenant/Licensee responsible for the vessel shall be notified and access to the Marina power supply shall be immediately terminated until the Tenant/Licensee can demonstrate to the Port's satisfaction that the ground fault hazard has been resolved and the vessel's electrical system is in good working order. NO EXCEPTIONS.
- The Marina is an area where electrical shock hazards can occur. It is the Tenant/Licensee's responsibility to ensure that electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. NO SWIMMING is allowed in the Marina.

### **Fees**

Moorage rates and fees are published online at [www.portofhoodriver.com](http://www.portofhoodriver.com). Tenant/Licensees are provided 30 days written notice of any rate adjustments.

- Lease terms are from January 1<sup>st</sup> through December 31<sup>st</sup> of any given year.
- Tenant/Licensees must make the annual payment in full within 60 days of the billing date, January 1st. Invoices will typically be sent on or about January 2nd. Payment in full is due on March 1st. A \$75 per month late fee applies to any unpaid balance after the due date. Tenant/Licensees who have not made full payment within 90 days of the billing date, (April 1, 2024), identified on the statement will be considered in default.
- Utility Charges:
  - ◊ Water/Garbage –Water and garbage fees are included as part of the annual moorage fees.
  - ◊ Electrical–The base electric fee is included in the annual moorage. Electric consumption is metered at each slip and boathouse in the marina and is billed quarterly based on kilowatt usage. Tenant/Licensees using less than \$5 per quarter will not get billed.
- Quarterly Electric and miscellaneous charges are payable by the Tenant/Licensee within thirty (30) business days of the statement date. Outstanding electric utility invoices provided by the Port that are 60 days past due will incur a \$15 per month late fee.
- The Port reserves the right to terminate a moorage lease at any time if moorage payments or Marina charges are not paid by a Tenant/Licensee when due.
- Time and materials charges may be charged to the Tenant/Licensee if Port staff spends substantial time or incurs costs attending to boats in danger of sinking or that may be causing damages to other boats or Port property.
- Fee for motorized accessory watercraft in water is \$50 per month, unless watercraft is an inflatable Tender used in service of the vessel of record. Proper registration and insurance must be provided, and watercraft must fit in the leased footprint of the slip.

### **Garbage/Water**

Garbage receptacles are available at or near the Marina gate for use by Marina Tenant/Licensees. Recycling is the responsibility of the Tenant/Licensee.

- See "Fees" section regarding the annual garbage and water charges.
- Garbage or other refuse of any type must always be placed in appropriate container. It may not be left at the Tenant/Licensee's slip or on the walkways. Marina garbage receptacles may not be used for

disposal of personal belongings brought from home or elsewhere, unrelated to Marina activities.

- Water is turned off in the Marina generally early October through April.
- It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.

### **Guest Moorage**

- No Tenant/Licensee may allow a guest to moor a boat in the Tenant/Licensee slip unless the guest has signed a sublease agreement previously approved by the Port.
- Visitors may use the boat launch guest dock at the Marina. Overnight fees apply and use of the guest dock shall not exceed the maximum limits posted.
- Guest moorage is not allowed for floatplanes in the Marina without prior approval of the Port Executive Director.
- Tenant/Licensees with vessels moored at guest dock must pay for usage unless permission is granted by Marina Manager. **Failure to pay for guest moorage is considered theft of services and could result in a ticket from the Marine Sheriff.**

### **Hold Harmless**

- Tenant/Licensees agree at all times to release the Port from any claim of liability and hold the Port harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant/Licensee, their agents, invitees or employees, and Tenant/Licensee does specifically acknowledge and agree that the Port is not liable under any circumstances for any loss or damage to Tenant/Licensee's boat, person or property, except as the result of intentional misconduct on the part of the Port.
- Port may provide or make available utility services at the Marina; however, Port shall not be liable to Tenant/Licensees or others resulting from, or be responsible to pay any costs associated with, an interruption in or failure to supply electricity or any other utility service at the Marina.
- The Port is not responsible for any losses or damage to boats, boathouses or airplanes in the Marina. Each Tenant/Licensee will be responsible for damages that he or she causes to other boats, structures, property or to persons in the Marina.

### **Insurance**

- Appropriate insurance coverage must be maintained by each Tenant/Licensee. Tenant/Licensees must at all times during their moorage occupancy keep in effect a marine/watercraft insurance policy with general liability limits of at least \$500,000.
- **Policy must cover the cost of salvage (boat hull and equipment) in the event of a sinking at the dock and coverage in the event of an oil or fuel spill requiring environmental clean-up activities.**
- Floatplane Tenant/Licensees must keep in effect aircraft liability insurance with minimum coverage of \$1,000,000.
- Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be named as additional insured on all insurance policies required to be maintained by the Tenant/Licensee in a form acceptable to the Port. A certificate of insurance shall be provided to the Port at the beginning of Tenant/Licensee's moorage term. The Port may require that a Tenant/Licensee provide proof of required insurance coverage renewal and at any time during moorage occupancy.
- It is the Tenant/Licensee's responsibility to provide the Port with annual renewal documentation.
- The Port shall be entitled to receive written notice from a Tenant/Licensee's insurance carrier thirty days prior to any insurance cancellation or expiration.
- Failure to provide or keep in force insurance required by this section shall be a Tenant/Licensee

violation of these rules and regulations and default of the Tenant/Licensee's Moorage Rental Agreement, and be grounds for the Port to terminate the Tenant/Licensee's lease.

- Required insurance must remain in force even when the vessel is not occupying the slip.

### **Inspections**

Upon receiving a Port request, a boat or boathouse owner must grant permission within 24 hours for an on-board inspection of their vessel or boathouse by the Marina Manager or any other person designated by the Port to assure compliance with applicable Marina Rules and Regulations.

### **Keys/Key Cards**

- Tenant/Licensees may receive up to two (2) key cards with no charge.
- Tenant/Licensees may receive a maximum of four (4) cards issued per slip at any given time.
- Tenant/Licensees shall pay a \$35 non-refundable fee per additional key card issued after two key cards.
- Damaged cards will be de-activated and replaced at no charge for the first two replaced cards.
- Lost Cards will be replaced for a \$35 charge.
- Key cards will be only issued to Marina Tenant/Licensees.
- South Basin Dock keys shall not be duplicated.

### **Liveboards**

The Port of Hood River does not allow liveboards. There shall be no continuous staying aboard boats or boathouses in the Marina. Tenant/Licensees and all other persons are absolutely prohibited from living, dwelling in, or on the space or from using the space as a dwelling unit, floating home or residence as defined under the Oregon Landlord and Tenant/Licensee Act. Tenant/Licensee shall not use or occupy, nor permit, the space to be used or occupied for any business user or for any purposes which would constitute waste, nuisance, or damage to the premises. No rentals of any kind are allowed. Tenant/Licensees may not stay overnight on their boats in the Marina or boathouse for more than 3 nights in any seven-day period. This privilege may be reviewed or revoked by the Port in its discretion. Violation of this policy may result in eviction and termination of a Tenant/Licensee's Moorage Agreement.

### **Maintenance and Vessel Repairs**

- No major repairs or activities, as defined by the Oregon State Marine Board Clean Marina Standards, shall be made to boats while in slips or parking lots. In water hull scraping, removal of paint below the water line or sanding above deck is prohibited. No pressure washing of boat hulls in parking lots or boat launches, or anywhere on Port Property.
- The Port maintains a "NO Discharge" policy in the Marina. All work on vessels in the water must comply with the OSMB Best Management Practices and the Department of Ecology. Vessel Owners shall abide by all Port, City, State, U.S Coast Guard, and other applicable regulations.
- All Tenant/Licensee maintenance activities to be undertaken by a Tenant/Licensee which may affect other boats, persons or the Marina must be reported by the Tenant/Licensee to the Port in advance by phone, email sent to [waterfront@portofhoodriver.com](mailto:waterfront@portofhoodriver.com), or in person to Port staff to ensure the Tenant/Licensee has permission for the proposed activity and for appropriate follow-up after maintenance activities are undertaken.
- Tenant/Licensees will be notified at least 24-hours in advance of any scheduled maintenance work affecting all slips so that Tenant/Licensees have the option to be being present when the work is done.
- Any alteration of a Marina slip is subject to prior written approval by the Port.
- All Marina users and Tenant/Licensees must use biodegradable, non-toxic, phosphate free cleaners and/or soaps when cleaning their boat.

### Notice to Tenant/Licensees

- News of interest from the Port to the Tenant/Licensees will be by means of email. Tenant/Licensees will need to update spam filters to allow mail from the portofhoodriver.com domains. It is the responsibility of the Tenant/Licensee to inform the Marina Manager of any changes in their email, address or phone number.
- Port notification of Marina Rules and Regulations including new rules and modifications shall be effective when posted on the Port's website at [www.portofhoodriver.com](http://www.portofhoodriver.com). It is the Tenant/Licensee's responsibility to know them. Tenant/Licensees may obtain a copy online or request to have one mailed.
- Port notice to Tenant/Licensee of a lease or rule and regulation violation, account default or termination shall either be personally delivered or sent certified mail to the Tenant/Licensee's address on file. All notices to the Port shall either be personally delivered or sent certified mail to the Port. Tenant/Licensee may change the address and contact information by personally delivering or sending the change via certified mail to the Port.

### Parking/Special Events

- Tenant/Licensee parking in the lot adjacent to the moorage entrance gate is on a first-come basis and a parking space is not guaranteed. Parking shall be in a neat and orderly fashion. The Port may request removal or may remove, at Tenant/Licensee's expense, any vehicle or trailer parked in an improper manner, as determined by Port.
- Parking for a vehicle or trailer for an extended period exceeding three (3) days must be approved in advance in writing by the Port. Storage of vehicles or trailers is not allowed.
- Boat trailers shall not be parked in the lot adjacent to the moorage entrance gate or anywhere on Port Property without Port written approval.
- Tenant/Licensees without boats in the water do not qualify for overnight parking of vehicles or trailers without permission from Port Marina Manager.
- Overnight camping is prohibited in the parking areas, and on all Port property. Port Ordinance 24 Parking rules apply. No person shall occupy their vehicle between the hours of 11p.m.-6.a.m.
- The Port, in its discretion due to special events in the adjacent park area, may limit access to the Marina parking lot and the hours of operations of the Marina facilities. The Port will attempt to provide notice of use limitations at least seven (7) days in advance by email and on the Port's website ([www.portofhoodriver.com](http://www.portofhoodriver.com)).
- If the Port posts a sign or signs in the marina area requiring that vehicle parking comply with these regulations or conditions listed on the sign, and a vehicle is parked in violation of sign requirements, the vehicle owner may be cited for violating a Port Ordinance, and if a Tenant/Licensee is the owner of a vehicle violating posted parking requirements, or if a Tenant/Licensee allows a guest to park a vehicle violating posted parking requirements, the Port may consider the Tenant/Licensee to be in breach of the Tenant/Licensee's Moorage Agreement.
- **Tenant/Licensees leaving vehicles overnight must have a valid Port Tenant/Licensee parking pass adhered to the driver's side lower right window visible to parking enforcement.**

### Pets

Dogs MUST always be kept on leashes attached to their person while on Port property, including on the docks. Owners are responsible to pick up after their pets and dispose of the waste in a trash receptacle. Absolutely no waste may go into the water.

### Proof of Vessel Ownership & Partnerships

All moorage applicants must provide proof of ownership of the vessel that will occupy their assigned berth. This vessel will become the “vessel of record” for that berth. Failure or inability to provide satisfactory proof of ownership to the Port at any time while vessel is berthed in slip will result in denial of moorage privileges or immediate termination. Original documents showing the proper individual(s) as owner(s), including but not limited to the following, will be required to establish proof of ownership:

1. Current Certificate of Title or financing papers.
2. Current State registration certificate or U.S. Coast Guard documentation papers. Registration information must be provided to the Port on an annual basis.
3. Current Insurance documentation as required by the Port.

The Port does recognize partnerships that are declared *prior* to signing Moorage Rental Agreements. Partners who have ownership in a boat must each provide their name and contact information at the time the agreement is drafted. Partners also must be named on any other Port Agreement, boat title, registration, and insurance coverage prior to occupying the slip.

- One partner must be designated as the “partner of record” and will be considered the primary person responsible for all moorage fees and moorage requirements.
- Moorage Status in the Marina is recognized as the primary responsible partner named in the Moorage Agreement who was the person who signed up on the waitlist for the slip.
- ***Partners taken on after the Agreement has been originated will have no rights to the moorage slip or tenancy in the Marina.***

### Registration

- All Tenant/Licensees are required to maintain state registration of their vessel when moored in a slip (OAR 250-010-005 and ORS 830-770). ALL FEDERALLY DOCUMENTED RECREATIONAL BOATS ARE REQUIRED TO MAINTAIN A VALID State registration and display a sticker on the stern of the vessel (ORS 830-775). Vessels entering or leasing moorage in the Marina must have a valid/current identification permanently affixed to the hull and clearly visible from the outside. **No vessels shall have expired stickers displayed.** It is the Tenant/Licensees responsibility to know and understand the Vessel registration requirements. Failure to display the registration number on the hull may be cause for moorage agreement termination, refusal of moorage or other access to the Marina. State or Coast Guard registered vessels shall display registration numbers and a valid registration decal. Documented vessels shall have the documented name of the vessel and a valid registration decal displayed on the hull.
- A current copy of boat registration or Coast Guard Documentation will be presented to Port at the beginning of a moorage lease, and annually thereafter. Failure to provide these copies or failure to keep registration current shall be construed a default and breach of these rules and be grounds for the Port to terminate a Tenant/Licensee’s lease.
- Any Tenant/Licensee who attempts to retain their assigned slip using a boat that is not registered in the Tenant/Licensee’s name will immediately lose their right to occupy the leased slip and the moorage agreement will be terminated.

### Safety/Security

- **No swimming**, diving, fishing, or fish cleaning will be permitted in the Marina. The Marina is an area where electrical shock hazards can occur. It is the Tenant/Licensee’s responsibility to ensure electrical

safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. **FOR YOUR SAFETY PLEASE DO NOT SWIM IN THE MARINA.** For more information on Electrical Shock Drowning go to:

<https://www.boatus.com/seaworthy/assets/pdf/electric-shock-drowning-explained.pdf>

- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates on moorage walkways or ramps is prohibited.
- Tenant/Licensees shall accompany children under 16 years and guests at all times.
- The conduct of a Tenant/Licensee's guest's while in the Marina is the full responsibility of a host Tenant/Licensee. A host Tenant/Licensee shall meet all Tenant/Licensee's guests at the Marina locked gate to let them in and shall accompany their guests at all times while in the Marina.
- Disorderly conduct by Tenant/Licensees and/or guests is cause for immediate termination of the Moorage Agreement and removal of the Tenant/Licensee's boat from the Marina. This includes offensive language and loud and rude behavior to others. The Port shall have sole discretion to determine whether conduct is considered disorderly. Please do your part to maintain a family atmosphere at the Marina.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- All boats shall be tied up in berths or at moorings according to good maritime practice. Boats shall be tethered only to the cleats for their assigned slip, and be securely moored with adequate bow, stern and spring lines. No lines shall cross walkways.
- Boats must be tied so that no part of the boat or its attachments extends over the walkway. Bowsprits hanging over the dock float are prohibited.
- All mooring lines must be in good condition and not have any visible fraying.
- The Marina is a NO WAKE ZONE. Boats within the Marina must be operated at a speed less than that which will create a wake.

### **Sale of Vessel or Change of Vessel**

- **Tenant/Licensees must notify Marina Manager immediately if a vessel is sold and remains at the marina.**
- The assigned slip is for the use of the lessee/Moorage Tenant/Licensee. In the event the Tenant/Licensee sells the vessel of record, he/she must either terminate their lease, or purchase another boat within 6 months of the sale and provide proof of ownership to the Port office. The Tenant/Licensee is responsible for providing information on any change of vessel in the assigned slip whether permanent or temporary. Failure to do so is cause for termination of Tenant/Licensee's lease agreement.
- Moorage is non-transferable. The assigned slip is only for the use of the Tenant/Licensee who is assigned the slip. If a vessel in the Marina is sold and the new owner would like to continue to keep the vessel in the Marina, the new owner must submit an application for moorage, and be placed on the appropriate waitlist, like any other person seeking moorage at the marina.
- If a Tenant/Licensee sells their vessel and their account is in good standing and Tenant/Licensee has met all terms of their lease agreement and the Rules & Regulations, the Tenant/Licensee may sublease their slip to the new owner for up to 4 months. Sublease must go through the Port and meet all the terms for subleasing. Sublease fees apply.
- A purchaser of a moorage user's vessel does not acquire the moorage user's assigned moorage slip or any other space in the Marina.
- If the Tenant/Licensee sells their boat and gives notice to the Marina Manager that they are giving up their slip, the purchasing party may rent the slip as a sublease from the Port for a maximum of 6 months from the date of purchase, subject to prior approval from the Marina Manager. Proof of insurance, bill

of sale and copy of registration application is required.

- A Tenant/Licensee selling their boat does not have authority to transfer their interest in their moorage slip or key cards or to transfer their obligation to pay annual payments to a new boat owner.
- A Tenant/Licensee may replace their vessel with another so long as it is compatible with their assigned slip, and updated registration, title and insurance information is provided to the Marina Manager prior to placement of the vessel in marina.
- If a Tenant/Licensee chooses to give up their slip, once vacated, the slip will be offered to the next eligible betterment or waitlist participant in the manner defined in this document. Every effort will be made to rent the slip, and when a new rental agreement has been signed a pro-rated refund will be issued to the owner for any overpaid amount.

### **Sanitation**

All vessels which moor in the Marina must be compliant with all Regulations established by the U.S. Coast Guard or other Federal or State Regulatory Agencies regarding marine sanitation devices and waste discharge. The discharge of treated or untreated sewage or blackwater is not permitted in the marina or any waters of the United States. FREE self-service pump-out facilities and port-a-potty discharge stations are located at the Marina fuel dock. All Marina users, including boat houses, shall use these facilities for the disposal of raw sewage.

### **Seaworthiness**

Vessels moored in the Marina must at all times **be completely without hazardous conditions, must be operational and have current title, license and registration, as determined solely by the Port, and ready for cruising in local waters.** Vessels must be operable and maintained in a safe seaworthy condition and not constitute a fire hazard or present a risk of sinking. Vessel hull, keel, decking, cabin and mast must be structurally sound and free from dry rot or other similar defects or deficiencies. If a vessel does not comply with these conditions, the vessel owner must immediately remove it from the Marina for repair.

The Marina Manager may ask a Tenant/Licensee to demonstrate the seaworthiness of their vessel at any time.

- **Tenant/Licensees shall always keep their vessel in seaworthy condition and fully operable while in seaworthy condition and fully operable while in the water and shall secure and otherwise attend to the needs of the vessel.**
- A vessel that in the opinion of the Marina Manager is hazardous to Marina property or facilities, other vessels or persons may be denied permission to remain on Marina premises.
- **Vessels must be able to leave the marina under its own power and then return to the dock. Vessel propulsion systems shall always be maintained in working order and bilge pumps shouldn't have to run continuously to keep vessels afloat.**
- **All Vessels moored in the Marina must be kept neat and clean of debris and in an uncluttered state. Vessels may not have multiple tarps covering them unless they are kept adequately secured and in good condition.**
- **Accumulation of growing moss topside is not allowed, and any heavy underwater hull fouling must be addressed out of water and not on Port property.**
- Any vessel which is poorly maintained, badly deteriorated or may damage persons or property may be required by the Port to be removed from the Marina at the owner's expense upon receipt of written request from the Port. At least thirty (30) day's advance written notice must be given to the vessel's owner to effect repairs except in cases where the Port believes there is an imminent threat or emergency. If a vessel owner who has been requested to remove a vessel from the Marina by the Port is unavailable or available but refuses to act upon such request, the Port shall have the right to cause removal of the vessel from the Marina at the owner's expense, and to terminate the moorage lease.
- Port and its agents and employees shall at all times have immediate access to each Tenant/Licensee's



boat while moored at the Marina in case of emergency: including fighting fires, remedying or preventing any casualty or potential hazard to the boat or the Marina, such as sinking.

- In an emergency situation, contact will be made with the primary Tenant/Licensee on file. If the Tenant/Licensee cannot be reached, the person they have designated as their emergency contact person will be called. If it is necessary for Port staff or agents to board a boat, Port and its agents and employees will not be responsible for any damage to the boat. The Port may charge Tenant/Licensee costs of any Port staff time or contractor time and materials for stabilizing the boat.
- In non-emergency situations, it may be necessary for the Port to board a boat, primarily for purposes of Inspection. In such situations, the Port will contact the primary contact 24 hours in advance and board the boat with permission of the Tenant/Licensee or accompanied by the Tenant/Licensee.
- Tenant/Licensee shall be responsible for any and all damage to the Marina, including a slip, caused by Tenant/Licensee's boat or activities. Any boat that sinks in the Marina may require professional salvage at the Tenant/Licensee's expense, as determined by the Port. If the Port believes a vessel is not being promptly and properly removed from the marina by a Tenant/Licensee the Port may incur salvage expenses to remove the vessel, in which case Tenant/Licensee will promptly reimburse the Port for those salvage expenses and any related expenses.

### **Shell Dock**

The Port's six shell dock storage spaces located on Dock C are rented on an annual basis from January 1 through December 31. Annual slip fee is due in full on February 1. Rules and Regulations specific to shell dock storage are outlined in the Shell Dock Annual Rental Agreement.

### **Storage on Piers or Dock Fingers**

- All users of the Marina or its facilities for moorage or otherwise, shall keep their vessel, boathouse and pier or dock fingers in the vicinity of their vessel, neat, clean, orderly at all times. Tenant/Licensee slip areas must be maneuverable for the Tenant/Licensee's vessel and other vessels. Storage of anything by a Tenant/Licensee on piers or dock fingers is prohibited except in approved dock boxes, chests, or steps.
- Main walkways and slip finger walkways shall be kept obstacle-free of boat supplies, accessories or debris by Tenant/Licensees and Marina users. Tenant/Licensee water hoses and electrical cords shall be neatly coiled when not in use. Tenant/Licensees must remove anything of theirs from the Marina that does not fit onto their boat, dock box or chest.
- Each Tenant/Licensee must obtain permission from the Port prior to placement of chests, dock boxes, steps, ramps or similar structures in the Marina. All chests and dock boxes must fit within the original triangle space at each slip, must not overhang or be placed in walkways, and must not exceed a height of 36 inches.
- Tenant/Licensee storage of any potentially hazardous items or materials, batteries, oily rags, open paints, or other flammable or explosive materials are not allowed in dock boxes or chests and shall be immediately removed from Marina slips and the Marina area by Tenant/Licensees.

### **Subleasing**

- The Port reserves the right to allow or suspend subleasing privileges at any time.
- Marina Wait list applicants shall have first consideration if a sublease becomes available.
- In order to sublease a slip annual Tenant/Licensee's account must have been in good standing for the previous 12 months and Tenant/Licensee must have met all terms of the Rules and Regulations and



their Lease Agreement, including the utilization requirement of having their vessel in their slip for at least 3 months out of the previous 12-month period, with the exception of long-term voyages or leave of absence granted by the Executive Director.

- Tenant/Licensee may sublease their slip to another boat owner for a maximum sublease term of 4 continuous months during a calendar year. A sublease of less than 30 days will not be permitted. Any agreement by a Tenant/Licensee to sublease a slip without prior Port approval is a violation of the Tenant/Licensee's lease and may result in lease termination.
- Sub-Lessees must provide their boat title, proof of insurance, current registration and State ID to the Port prior to a sublease taking effect. Vessel must be seaworthy.
- An annual Tenant/Licensee who applies for and receives Port permission to sublet a slip is responsible to promptly pay the Port all Marina fees and costs associated with the Tenant/Licensee's slip when due and to assure their subTenant/Licensee's compliance with all Marina Rules and Regulations during the sub-tenancy. All Port Marina bills will be sent to the Tenant/Licensee. Notwithstanding a sub-tenancy, a Tenant/Licensee is fully responsible to pay all charges that accrue on his/her account while subleasing and for collecting such charges from their sub lessee.
- A Tenant/Licensee is responsible for the removal of their sub-lessee's boat from the Tenant/Licensee's slip at the expiration of the sublease. A Tenant/Licensee's violation of this requirement is grounds for termination of the Tenant/Licensee's lease.
- The sublease initiation fee payable to the Port is \$150. Monthly Payment of a moorage fee and Marina charges by a subTenant/Licensee to a Tenant/Licensee cannot exceed 1/12 the annual moorage fee and Marina charges payable by the Tenant/Licensee. All sublease payments shall be between a Tenant/Licensee and their subTenant/Licensee.
- Sub-lessee must abide by Marina Rules and Regulations at all times. Violations will result in immediate termination of the sublease.
- A Tenant/Licensee is responsible to provide Marina gate cards to their subTenant/Licensee.
- A subTenant/Licensee's vessel shall not occupy a Tenant/Licensee slip until; ALL required information and the payment of \$150 fee to the Port has been provided to the Port; the subTenant/Licensee has communicated with the Marina Manager to review Marina rules & regulations; and the sublease has been approved by the Port. Any proposed change in a sublease must be approved by the Port. If a sublease change is approved, the Tenant/Licensee is responsible to pay the Port a \$35 fee for each change.
- Sublease Application available by contacting Marina Manager [waterfront@portofhoodriver.com](mailto:waterfront@portofhoodriver.com) .

### **Termination**

- A Tenant/Licensee who wishes to voluntarily terminate their moorage tenancy before the end of the term must notify the Port in writing not less than 60 days prior to the Tenant/Licensee's proposed termination date. After a termination request is received the Port shall attempt to re-lease the slip for the remainder of the Tenant/Licensee's term to someone else. The Tenant/Licensee will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for three full calendar months following the month in which notification is received by the Port.
- If within the three month period after the Tenant/Licensee's notice is received by the Port another boat owner executes a lease for the Tenant/Licensee's slip and signs and provides lease documents satisfactory to the Port, the Tenant/Licensee's lease shall be terminated and the Tenant/Licensee shall receive a prorated refund of prepaid moorage and costs paid to the Port after the date a new Tenant/Licensee executes a moorage lease. If no new Tenant/Licensee signs a lease within the three month period the Tenant/Licensee will remain responsible to pay accruing rent and Marina charges

until the slip has been leased to another Tenant/Licensee or until the end of the Tenant/Licensee's lease term, whichever occurs first.

- If the moorage agreement is terminated because the Tenant/Licensee is in default the Tenant/Licensee will receive written notification via Certified Letter US Postal service mail sent to the address stated in the Moorage Agreement.

### **Unauthorized Moorage**

- Tenant/Licensees who utilize moorage for berthing boats, dinghies or accessory watercrafts that is not leased by the Tenant/Licensee, will result in denial of moorage privileges and/or moorage lease agreement termination.
- No person shall moor a boat adjacent to a Marina boathouse without prior Port permission. Moorage for an extra boat may be authorized by the Port in advance of moorage in the Port's discretion.
- If a boat, boathouse or floatplane is moored in the Marina without Port permission or the owner has refused or failed to sign a moorage rental agreement acceptable to the Port, the boat, boathouse or floatplane shall be subject to immediate eviction. The owner shall be responsible to comply with all Marina rules and regulations during occupancy, be liable for moorage rental charges based on the monthly moorage rate and may, in the Port's discretion, be charged fees a Marina moorage Tenant/Licensee would be responsible to pay and be required to pay for any damages caused to the Marina.
- A boat, boathouse or floatplane and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the Marina or elsewhere until the owner pays all charges then owing and all charges which thereafter accrue and until all violations of Port moorage rules and regulations are complied with. These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port Ordinance.

### **Utilization**

Slip must be utilized by Tenant/Licensee with the vessel of record for at least 3 months out of a 12-month period with the exception of a leave of absence granted by the Executive Director. A leave of absence for up to one year may be granted when:

- There is a defined time period for the leave; and
- The owner's vessel will be located continuously outside of the area or the owner is in a prolonged period of finding, constructing, securing or delivering a new boat to the Marina or special circumstances.
- A Tenant/Licensee who anticipates being gone longer than one year must relinquish their slip and may apply in writing to the Executive Director for extended cruising status. A member granted extended cruising status may be placed at the top of the waitlist for the same size slip on their return.
- Dinghies or vessels under 16' do not qualify for utilization. Tenant/Licensee must own and moor a state registered vessel 16' and over in slip for a minimum of 3 months in the slip in order to keep the slip.
- Failure to meet requirement may cause lease agreement to not get renewed on January 1<sup>st</sup> of the upcoming year.

### **Wait List**

- A \$100 administrative fee is charged to be on a Port moorage Wait List. This fee is non-refundable and not applied to moorage. A separate administrative fee shall be paid to be on any separate list. Updated Wait Lists are posted on the Port of Hood River website.

- Port staff will notify Wait List persons of potential slips that are available for lease. A slip will be offered to the top three names on the Wait List concurrently with a deadline of five (5) business days to respond to the offer. A slip will first be offered to the respondent listed in highest of the three people that were contacted, and if they don't accept the offer to the next highest. Persons who receive an offer but do not agree to accept the offer will maintain their current standing on the Wait List.
- Within fifteen (15) days of the acceptance of an offer, the Wait List person who has accepted the offer must enter into a signed lease and make a payment for the prorated moorage.
- Provided however, if the prospective Tenant/Licensee does not own a boat, they will be given thirty (30) days from the date of acceptance to purchase a boat to be placed in the slip or provide proof that a purchase transaction is pending. If the thirty (30) day requirement cannot be met and the prospective Tenant/Licensee would like to remain on the Wait List, his or her name will be moved to the bottom of the Wait List.
- If a Wait List person is contacted but is non-responsive, they will maintain their current standing on the Wait List. However, if a second offer is made and the Wait List person is non-responsive or declines the offer, their name will be removed from the Wait List. If the name is removed, and the person wishes to stay on the Wait List, they will be required to pay another \$100 administrative fee for their name to be placed on the Wait List as of the date the application to be on the Wait List is received.
- If a slip becomes available for sublease, the Port will notify Wait List persons unless a Tenant/Licensee has identified a boater who meets all sublease requirements. Waitlist Application available here: <https://portofhoodriver.com/product/marina-wait-list-entry/>

### **Waiver**

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

### **Boathouse Policies**

The Port is not responsible for any loss or damage to boathouse or watercraft in the Marina. Each owner will be held responsible for damage which he/she may cause to other boathouses or watercrafts in the Marina or for damage to any Port structure. Any boathouse or watercraft that sinks in the Marina shall be removed by the owner at his/her expense.

**Leases:** On August 22, 2022, the Port of Hood River Commissioners unanimously voted for non-renewal of the 2014 boathouse lease agreements for the Hood River Marina boathouse Tenant/Licensees, with exception of the Marine Sheriff. Pursuant to the rolling renewal provision of the boathouse lease agreements, they will not be renewed for another five-year term. The term of the each Boathouse Lease Agreements will expire on December 31, 2026 without exception.

**New leases are not expected to be offered. Boathouse owners are responsible for having their boathouses and all personal property removed from the Port of Hood River Marina at the end of lease agreement at their sole cost and pursuant to any applicable laws, rules, and regulations. If Tenant/Licensee fails to remove any boathouse, watercraft, or other personal property within thirty (30) days from the expiration of**

Tenant's/Licensee's Boathouse Lease Agreement, Tenant's/Licensee's boathouse, watercraft, and other personal property shall conclusively be presumed to be abandoned. If Tenant's/Licensee's property is presumed to be abandoned, Landlord may in its sole discretion sell such items at public or private sale, destroy, or otherwise dispose of such items. The manner or means of public sale shall be presumed reasonable if Landlord (i) mails notice of such sale to Tenant/Licensee by first class mail no later than fourteen (14) days prior to such sale; (ii) posts notice of such sale at or near the location of the property to be sold; and (iii) places a notice in a newspaper of general circulation in the county in which the personal property is located for one day in the week prior to the date of sale. The Port shall be entitled to recover from Tenant/Licensee all costs associated with removal, storage, sale, and disposal, together with any attorney fees that may be incurred in collecting such amounts from Tenant/Licensee.

Any damage to Port property during the removal shall be the responsibility of the Tenant/Licensee. Any boat house still remaining at the end of the lease term shall be considered abandoned and the Port shall be entitled to all remedies available to it by law and any costs incurred by the Port to remove the boat house including, but not limited to, storage, demolition, transportation, auction and attorney's fees, shall be the responsibility of the Tenant/Licensee.

**Water:** Boathouses must adhere with the legal requirements and recommendations of the state OSMB Clean Marina and federal Department of Environmental Quality (DEQ) requirements in regard to the plumbing and wastewater disposal. In order to have water plumbed into a boathouse, requirements are such that there must be a contiguous piped water service that is attached to a permanent DEQ approved piped sewer system that treats gray and black water (ORS 468B.080 and ORS 468B.075). There is no sewage system available for the boathouses. Onboard tanks of any kind do not meet requirements. Water spigots are provided on the dock.

**Flotation:** Boathouse flotation must meet the legal requirements and recommendations of the OSMB Clean Marina Program and in be in accordance with the DEQ (OAR 250-014-0030). Flotation shall meet USACE specifications and shall be fabricated of materials manufactured for marine use. The use of un-encapsulated whitebead foam is strictly prohibited and illegal on Oregon waters. Other than logs, flotation materials must be properly encapsulated expanded polystyrene foam or extruded polystyrene foam (XPS). Any visible white bead unencapsulated flotation must be replaced with DEQ approved flotation. The float and its flotation material shall be 100% warranted for a minimum of 8 years against sinking, becoming waterlogged, cracking, peeling, fragmenting, or losing beads. All floats shall resist puncture and penetration and shall not be subject to damage by animals. Polystyrene flotation material used inside them shall be fire resistant. Flotation must be permanently affixed to the underside of the boathouse.

**Responsibilities of Boathouse Owners:**

- All Boathouses shall have a state issued identifying number plate displayed in a location that is readily visible from the walkway providing access to the structure.
- A boathouse owner shall maintain his/her boathouse in a safe, neat and attractive condition, consistent with the Port's regulations, policies, and procedures.
- There are no liveaboards, subleases, short term rentals or rentals of any kind allowed in boathouses or vessels berthed in boathouses. See "Liveaboard" Policy.
- Debris, materials or accessories shall not be stored or otherwise allowed to accumulate outside boathouses, whether on or off the space let to the boathouse lessee. Supplies shall not be stored outside boathouses, whether on or off the space let to the boathouse lessee.
- Boat Houses shall comply with general Uniform Fire Code and fire safety compliance. Fire

extinguishers and smoke detectors are required and are the responsibility of the Tenant/Licensee to be purchased and maintained.

- A boathouse that in the opinion of Port Staff or the Marina Committee is in danger of sinking, hazardous to Marina property or facilities, other boathouses or persons and determined to be an imminent threat or emergency, may be denied permission to remain on Marina premises and may be required to be removed or repaired to the Port's satisfaction at once.
- Any boathouse which is poorly maintained, badly deteriorated or may damage persons or property may be required by the Port to be removed from the Marina at the owner's expense upon receipt of written request from the Port. At least thirty (30) day's advance written notice must be given to the boathouse's owner to effect repairs, except in cases where the Port believes there is an imminent threat or emergency. If a boathouse owner who has been requested to remove a boathouse from the Marina by the Port is unavailable or available but refuses to act upon such request, the Port shall have the right to cause removal of the boathouse from the Marina at the owner's expense, and to terminate the moorage lease.
- ~~Adequate flotation must be installed and maintained to ensure the stability of Tenant/Licensee's boathouse and the safety of neighboring boathouses. Other than logs, any flotation not encapsulated must be replaced and replacement flotation must be properly encapsulated expanded polystyrene foam or extruded polystyrene foam (XPS) material meeting current USACE specifications by November 1, 2022.~~
- Tenant/Licensee shall be responsible for any and all damage to the Marina, including a slip, caused by Tenant/Licensee's boathouse or activities. Any boathouse that sinks in the Marina may require professional salvage at the Tenant/Licensee's expense, as determined by the Port. If the Port believes a boathouse is not being promptly and properly removed from the marina by a Tenant/Licensee the Port may incur salvage expenses to remove the boathouse, in which case Tenant/Licensee will promptly reimburse the Port for those salvage expenses and any related expenses.
- All boathouses shall maintain a reasonable amount of freeboard in a uniform manner for safety reasons and to accommodate snow loads. The normal freeboard as measured from the waterline to the lowest point on the floor or deck including all dead loads but not live loads, shall not be less than 14 inches. (full specs on Portland Floating Homes.com)
- Removal of snow build-up on boathouses will be the responsibility of the boathouse owner.
- The boathouse owner is responsible for providing and maintaining the electricity, meter base, and wire for the connection to the main power source. ~~Installation and upkeep of the water hose or other connection to the main water line will be the responsibility of the boathouse owner.~~
- The boathouse owner is responsible for providing and maintaining chain and connectors on the boathouse for the attachment to the dock. The boathouse must have adequate structural capabilities to accept moorage attachments. Connections shall have enough clearance between the Port owned dock and the Tenant/Licensee's boathouse to allow space for maintenance work on the docks and utilities. This space can be left open or provide a hinged, removable cover that will provide the required clearance. All mooring connection and revision to existing systems must have prior Port approval.
- Boathouse owners, upon request (except for in case of emergency), will provide access to their boathouses for the purpose of fire, electric, sanitation and safety inspection.
- Boathouse and boat owners must comply with Oregon Clean Marina requirements.
- There shall be no discharge of gray water, blackwater or sewage whatsoever from a boathouse .

**Responsibilities of the Port:**

- The Port will be responsible for supplying and maintaining the electric meter and the connection to the main power source unless such connection becomes impracticable
- The Port will be responsible for providing connectors on the dock float for attaching the boathouse to the dock. Port will execute emergency repairs to boathouse attachment/chains at the expense of the boathouse owner.

**Rebuilding, Remodeling or Replacement:**

- On August 22, 2022, the Port of Hood River Commissioners unanimously voted not allow boathouse replacements or rebuilding, and to issue notice of lease non-renewal.
- The Port must approve the rebuilding, exterior remodeling or replacement of private boathouses in advance and in writing. Detailed plans of the proposed construction must be submitted to the Port Marina Manager and Executive Director, for approval by the Commission for construction, placement, design and or improvements. Failure to acquire prior authorization to rebuild or remodel may result in work stoppage and possible eviction.
- All remodeling construction involving boathouses shall conform to applicable codes of the City of Hood River, State of Oregon Floating Buildings, Port of Hood River Rules and Regulations and OSMB Clean Marina guidelines. It is the Tenant/Licensee’s responsibility to acquire all necessary information.
- Floatation: Boathouses shall be constructed and maintained to provide a flotation system that shall be structurally sound and securely integrated with the framing for the structure. The external surfaces of all flotation devices shall be water resistant and protected from deterioration, or corrosion, and from damage by impact or chafing.
- Stability- The structure when subject to off-center loading of the live loading, shall not exceed 4 degrees.
- The use of new or recycled plastic or metal drums or non-compartmentalized air containers for encasement or floats is prohibited.

**Sale of a Boathouse:**

- If a boathouse Tenant/Licensee sells their boathouse and the new owner would like to keep the boathouse in the Marina for the remainder of the term of the Tenant/Licensee’s lease for the dock space, the Port offers an “Assignment of Boathouse Lease” that shall constitute an amendment to the Tenant/Licensee’s Lease, pending Commission approval. All boathouse lease agreements expire on December 31, 2026 pursuant to the termination provision on the August 24, 2022 Notice of Non-Renewal. There are no plans for new leases to be offered at the end of the term. It is the responsibility of the boathouse owner/Tenant/Licensee to remove the boathouse at the end of the term, and to bear the cost of the removal.
- A boathouse owner must inform Marina Manager that Boathouse is for sale, and as soon as there is a likely sale or sale pending.
- No boathouse moorage lease may be sold or assigned without the prior written consent of the Port. A boathouse owner must contact the Marina Manager to obtain current criteria and guidelines applicable to the owner and purchaser. to continue or replace a boathouse moorage lease.
- Before a boathouse sale contract is signed the boathouse owner must schedule an inspection of the boathouse and moorage space with the Marina Manager, or another Port staff person or person under Port directive designated by the Marina Manager, to confirm boathouse compliance with OSMB Clean Marina Standards and that the boathouse complies with Port rules and regulations and does not pose any hazards. A boathouse owner and buyer must demonstrate to the Port’s satisfaction that the boathouse to be sold and all boathouse connections comply with Port requirements.
- A lease of moorage space to a new boathouse owner will be granted by the Port, subject to

~~compliance with this section and satisfactory compliance with the following checklist items.~~

**Check List – Pending Boathouse Sale:**

- ~~• Inspection of a boathouse, floatation and mooring attachments is satisfactory.~~
- ~~• Buyer completes new lease acceptable to Port to be executed upon receiving satisfactory inspection.~~
- Boathouse insurance certificate.
- OSMB title update.
- Proof that a boathouse title transfer is in process which complies with applicable legal requirements.
- **Boathouse must be compliant with all applicable OSMB Clean Marina and**

**Bill of Sale transferring ownership:**

- FEE: The Port will charge a fee to review and approve an **Assignment of Boathouse Lease** ~~boathouse sale and moorage lease transfer or new moorage lease~~ based on Port actual costs, Port staff time, plus an administrative fee of \$500. The fee will be assessed to the seller of the boat house.
- **Acknowledgement of Expiration. Assignee acknowledges and agrees that the Lease will expire on December 31, 2026. Upon the expiration of the Lease, Assignee shall immediately remove any boathouses, watercraft, and other personal property from the Leased Area. If Assignee fails to remove such items as required, then in addition to all rights and remedies arising under the Lease, the Port shall be entitled to remove, sell, or otherwise dispose of such items in its sole and exclusive discretion after a period of seven (7) days. Assignee expressly waives any claims against the Port for such removal, sale, or disposal. The Port shall be entitled to recover from Assignee all costs of removal, storage, sale, and disposal, together with any attorney fees that may be incurred in collecting such amounts from Assignee.**
- he Port shall be entitled to recover from Tenant/Licensee all costs of removal, storage, sale, and disposal, together with any attorney fees that may be incurred in collecting such amounts from Tenant/Licensee.

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# Port of Hood River Marina

1000 E. Port Marina Drive, Hood River, OR 97031  
 541-386-1645 Main Office / 541-386-0972 Marina Manager  
[www.portofhoodriver.com](http://www.portofhoodriver.com)

# Moorage Agreement

This agreement is entered into between the Port of Hood River, hereinafter referred to as "Port", and the undersigned, hereinafter referred to as "Licensee". The following terms, covenants and conditions are the basis of this agreement:

**Licensee:** \_\_\_\_\_ **Slip #** \_\_\_\_\_ **Effective Date: January 1, 2024**

**Moorage Space.** The Port grants to Licensee a license for moorage of the designated vessel in the moorage space identified about. All moorage is licensed "as is."

**MARINA RULES & REGULATIONS:** The undersigned Licensee has received, read and agrees to abide by in all respects, the current Port of Hood River Marina Rules and Regulations which apply to the Port Marina ("marina"). Licensee also agrees to abide by any new or revised marina moorage rule, regulation or ordinance adopted by the Port hereafter (current, new and revised marina moorage rules, regulations and ordinances, "Moorage Rules") and secure compliance of its agents, guests, invitees and employees. Moorage Rules shall be in effect on the date posted on the Port's website, [www.portofhoodriver.com](http://www.portofhoodriver.com), or a later date if so specified by the Port. It is the Licensee's obligation to review the Port's website to determine Moorage Rules in effect. If Moorage Rules conflict with any provision of this Annual Moorage Rental Agreement to the extent of any conflict, the Moorage Rules shall take precedence and be followed, notwithstanding conflicting language in this Agreement.

**CHARGES:** Licensee has received, read, and agrees to pay applicable charges described in the Port's Marina Moorage Rate Schedule, in effect on the Effective Date stated above ("Effective Date") and hereby incorporated by reference as part of this Agreement. Licensee also agrees to pay new or revised marina moorage charges adopted by the Port hereafter. If moorage charges for annual tenancies are changed the new charges payable by Licensee shall take effect on the next January 1 after being posted on the Port's website, <https://portofhoodriver.com/marina/>, or a later date if so specified in writing by the Port. Any updated fees will be subject to an interest charge equal to twelve (12) percent per annum.

**TERM:** This Agreement shall be considered in effect on and after the Effective Date, provided the Port and Licensee both sign this Agreement. An annual moorage rental agreement shall remain in effect during the Effective Date calendar year, unless terminated earlier as provided in this Agreement.

**AUTOMATIC RENEWAL:** If this Agreement is in effect on December 31 any year, it shall be considered automatically renewed on January 1 of the following year, and shall remain in effect, extending an annual tenancy for another calendar year. However, an automatic extension of this Agreement after December 31 shall not occur, and the tenancy shall be terminated on the following January 1 if by December 1 the Port receives written notice from the Licensee or the Port sends written notice to the Licensee stating that this Agreement will not be renewed the following year.

**ACCOUNT IN GOOD STANDING:** This agreement is based upon mutual understanding that Licensee's account will remain in good standing, which includes but is not limited to notifying the Port of any change in contract information, including mailing address, email address or phone number. If at any time the account becomes delinquent, this agreement is cancelable by the Port and the Moorage Agreement may be revoked. The Port may take permissible actions to collect delinquent Port charges or to deem vessels abandoned or derelict.

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Initial

**TERMINATION FOR DEFAULT:** If Licensee shall fail to keep and perform any of the terms, covenants or conditions herein contained or made reference to, and shall fail to remedy any such default within (10) days after written notice thereof by the Port to Licensee, or make any false disclosure herein, the Port may at its option declare this agreement terminated and Licensee right to possession ended. If by reason of any default on the part of the Licensee in the performance of any of the provisions of this agreement and/or Regulations, it becomes necessary for the Port to employ an attorney, Licensee agrees to pay all costs, expenses and attorney fees expended or incurred by the Port in connection therewith. The remedies provided herein are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws and local ordinances, including any Port ordinance. Termination by the Port shall not prejudice the right of the Port to collect all money owing for whatever has been provided in exchange for the debt incurred.

**TERMINATION WITHOUT CAUSE:** Either party may terminate this agreement without cause by giving written notice more than 60 days prior to the scheduled termination date. Moorage tenancy may be terminated on a specific date, on terms and conditions agreed to in writing by the Port and Licensee. Termination shall not relieve the Licensee from obligations arising under this Agreement, until fully cured. Notice of termination will be deemed given on the date stamped the Certified U.S. Mail Termination Notice sent to Licensee or in person by the Port to a Licensee to the Licensee's mailing address, and when a written notice from Licensee is received by the Port.

**INSURANCE/INDEMNITY:** Licensee agrees at all times to protect, indemnify and hold the Port, its elected officials, agents and employees harmless against any and all claims, liabilities, liens, damages, penalties, costs, expenses (including attorney fees) and demands arising from: 1) hazardous substances on the Port property or into waters of the Columbia River caused in whole or in part by Licensee or their agents, invitees or employees; 2) use of Port property; and 3) negligence or intentional misconduct of the Licensee, his or her agents, invitees or employees. Licensee also specifically acknowledge that the PORT OF HOOD RIVER is not liable under any circumstances for any loss or damage to the Licensee personally, the boat or floatplane described below, or to any other property Licensee owns or possesses located within the marina, except as a result of intentional misconduct by the Port.

Licensee agrees to provide a marine/watercraft insurance policy of protection and indemnity that provides comprehensive public liability insurance coverage against any property damage and personal injury liability arising out of ownership, use, occupancy or maintenance of Licensee's boat/vessel, with limits of at least \$500,000 per occurrence. Such insurance shall also contain provisions for salvage/wreck removal and oil spill pollution coverage. In addition, a floatplane tenant agrees to provide aircraft liability insurance with minimum coverage of \$1,000,000 per occurrence. Such insurance shall be primary and non-contributory and shall waive subrogation against the Port. Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be specifically named as additional insured on all insurance policies required to be maintained by the Licensee in a form acceptable to the Port. Certificate shall be provided at the beginning of Licensee's moorage term. The Port shall receive written notice thirty days prior to insurance cancellation. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate.

**PROOF OF OWNERSHIP & REGISTRATION:** Licensee shall provide the Port with proof of ownership establishing Licensee as the legal owner of the vessel of record and that the vessel is registered in compliance with laws of the State of Oregon. Licensee agrees to supply the Port with a current copy of the vessel registration annually. Failure to provide and maintain current registration and documentation as required may be grounds for termination of this agreement.

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Initial

**PORTS RIGHTS UPON NON-PAYMENT OR ABANDONMENT.** In the event moorage charges or any other charges remain unpaid for thirty (30) days from the date due the Port may, at its option, secure and take possession of the boathouse, watercraft, or other personal property so that the same cannot be removed from Port facilities until all charges then owing and any charges which shall thereafter accrue are fully paid. Measures taken by the Port may include use of chains and locks, or removal from the water. During any period when the vessel is secured due to delinquency or abandonment, the Port shall not be liable in any manner for safekeeping or condition of the boathouse, watercraft, or other personal property and Licensee expressly waives any claims related thereto. After sixty (60) days, the boat or other property may be transferred or conveyed in the manner set forth in this paragraph for abandoned property. If Tenant/Licensee fails to remove any boathouse, watercraft, or other personal property within thirty (30) days from the expiration of Tenant's/Licensee's Boathouse Lease Agreement, Tenant's/Licensee's boathouse, watercraft, and other personal property shall conclusively be presumed to be abandoned. If Tenant's/Licensee's property is presumed to be abandoned, Landlord may in its sole discretion sell such items at public or private sale, destroy, or otherwise dispose of such items. The manner or means of public sale shall be presumed reasonable if Landlord (i) mails notice of such sale to Tenant/Licensee by first class mail no later than fourteen (14) days prior to such sale; (ii) posts notice of such sale at or near the location of the property to be sold; and (iii) places a notice in a newspaper of general circulation in the county in which the personal property is located for one day in the week prior to the date of sale.

**SUBSTITUTION OF VESSEL:** If Licensee intends to substitute a different vessel for the one designated herein, Licensee must have prior approval from the Port and supply Port with proper documentation for that vessel.

**UTILIZATION:** Licensee is expected to provide proof of vessel ownership within 60 days of acceptance of the slip. The slip must be utilized at least 3 months per 12-month period by the recorded vessel of berth with the exception of a leave of absence, that may be granted by the Executive Director. Licensee may use the space only for purposes of moorage of the Vessel and for no other purpose whatsoever without the express written permission of the Port.

**ASSIGNMENT & TRANSFER:** Licensee shall not assign, transfer or sublet this agreement and/or the berthage designated without prior approval of the Port. Use of the designated berthage is personal to the Licensee. A person purchasing the vessel or any partnership or other interest therein from Licensee will not thereby acquire rights under this agreement, or rights to use the slip. Failure of Licensee to keep title and registration of the vessel documented, under applicable Federal and State law, in the name of the Licensee shall constitute a violation of this agreement subject to the termination provisions.

**PORT'S RIGHT TO RELOCATE:** During the term of this Agreement, at any time, Port will have the right, for any reason, to relocate the Licensee's Moorage Space to another location at the Dock. Licensee shall comply within 15 days of notice except in case of emergency, which case the Port may carry out any procedure the Port deems necessary in its sole judgment

**NO LIVING ABOARD:** Licensee and all other persons are absolutely prohibited from living or dwelling in or on the Space or from using the Space as a dwelling unit, floating home, or residence as defined under the Oregon Landlord and Licensee Act. Licensee shall not use or occupy nor permit the space to be used or occupied for any business user or for any purposes which would constitute waste, nuisance or damage to the premises. No rentals of any kind are allowed.

**NOTICES:** All notices to the Port shall either be personally delivered or sent certified mail to the Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031. All notices to the Licensee shall either be personally delivered or sent certified mail to the Licensee's address indicated below. Licensee may change the address and contact information by personally delivering or sending the change via certified mail to the Port.

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Initial

**LICENSEE INFORMATION:** Licensee acknowledges that information provided by the Licensee is true, accurate and complete. Moorage Licensee shall notify the Port of any change in the information, including but not limited to, contact information such as address, phone and email

**PRIOR AND FUTURE AGREEMENTS:** The Port reserves the right to amend the terms of this Agreement or replace this Agreement in the future as of January 1 of any year, by notifying Licensee of the new Agreement terms by December 1 prior to the following January 1.

*Licensee acknowledges having read and understood the foregoing and agrees to all terms and conditions contained in this agreement and Current Marina Rules and Regulations.*

**MOORAGE LICENSEE SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
(XXX) Phone  
email

**FOR THE PORT OF HOOD RIVER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kevin M. Greenwood, Port Executive Director  
(541) 386-1395  
[porthr@gorge.net](mailto:porthr@gorge.net)

# Commission Memo



Prepared by: Debbie Smith-Wagar  
Date: November 14, 2023  
Re: Accounts Payable Requiring Commission Approval

---

|                          |                   |
|--------------------------|-------------------|
| <b>Campbell Phillips</b> | <b>\$3,073.50</b> |
|--------------------------|-------------------|

Attorney services per attached summary

|  |                   |
|--|-------------------|
| <b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b> | <b>\$3,073.50</b> |
|--|-------------------|

**Primary Timekeeper: 2 Kristen A. Campbell**

|   | <b>0-30</b>     | <b>31-60</b> | <b>61-90</b> | <b>91-120</b> | <b>121-180</b> | <b>181+</b> | <b>Bal Due</b>  |
|---|-----------------|--------------|--------------|---------------|----------------|-------------|-----------------|
| <b>2000.001 M Port of Hood River - Admin</b><br>RE: Admin - General     | 2,871.00        | 0.00         | 0.00         | 0.00          | 0.00           | 0.00        | 2,871.00        |
| <b>2002.001 M Port of Hood River - Marina</b><br>RE: Marina - General   | 90.00           | 0.00         | 0.00         | 0.00          | 0.00           | 0.00        | 90.00           |
| <b>2004.001 M Port of Hood River - Airport</b><br>RE: Airport - General | 112.50          | 0.00         | 0.00         | 0.00          | 0.00           | 0.00        | 112.50          |
| <b>Totals</b>   | <b>3,073.50</b> | <b>0.00</b>  | <b>0.00</b>  | <b>0.00</b>   | <b>0.00</b>    | <b>0.00</b> | <b>3,073.50</b> |

The following summarizes Replacement Bridge project activities from October 9th, 2023, to October 23rd, 2023:

## **HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)**

### **COMMUNICATIONS**

- Recently completed
  - [hrwsba.gov](https://hrwsba.gov) website published
  - [YouTube channel](#) created
    - Populated with previously created videos, meeting recordings
  - Commissioner intro videos & Q&As drafted – To be published on .gov site and shared when approved by each commissioner
  - Social media
    - Launched series sharing answers to FAQs; first post published to [Facebook](#), [Instagram](#)
- Upcoming Work
  - Meetings
    - Next BA meeting 10/23: Discuss fall outreach plan, .gov website and launch date
  - Communications/Governance Relations Committee
    - First meeting 10/23 to review committee Charter, fall/winter outreach plan and the bridge authority’s Vision, Mission and Values
    - Committee will meet once a month, report out to Bridge Authority at second meeting every month
  - Legislative Visit in White Salmon
    - Scheduled for 10/31 with staff from Murry’s, Cantwell’s Wyden’s and Merkley’s offices
    - Focus is on demonstrating that funding is being put to use and additional funds are needed
    - Will include a presentation, Q&A and a tour
  - November DC trip
    - HNTB team developing event plan and materials
  - Fall newsletter to be sent to email list (2,000+ people)
  - Media outreach
    - Pitch developed for major national/regional outlets (project is shovel-ready, two rural communities have come together in a unique way to build this bridge)
      - Will develop specific reporter outreach list and talking points
  - Video
    - StoryGorge arranging interviews for next video

- Focused on everyday people who rely on the bridge, featuring diverse voices

## **GOVERNMENT AFFAIRS UPDATE**

- *State Legislative Activities*
    - *Oregon*
    - *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 be 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.*
    - *Project team is working with Summit Strategies to schedule a trip to DC the week of Nov 6<sup>th</sup>.*
    - *Project team is working with Summit Strategies to schedule an in district congressional staff event on Oct 31<sup>st</sup>. We have confirmed the following congressional staff members will be attending:*
      - *Senator Murray – Raquel Ferrell Crowley, Central Washington Director*
      - *Senator Cantwell – Rick Evans, Central Washington Outreach Director*
      - *Senator Wyden – Bre Irish, Field Representative*
      - *Senator Merkley – Dan Mahr, Senior Labor Advisor and Field Representative*
- The following HRWSBA Commissioners have confirmed:*
- *Commissioners: Edwards, Gilchrist, Fox, Polson, Keethler, Wilson*
- The project team is working with our Oregon and Washington Lobbyist to determine Oregon Confirmed*
- *Representative Gamba*
  - *Representative Ruiz – Omar Sandoval, Chief of Staff*

## **FUNDING FINANCE & TOLLING (FFT)**

- *Upcoming Work:*
  - *Bridge Investment Program (BIP) grant applications – NOFO was released Sept 27<sup>th</sup> with a due date of Nov 27<sup>th</sup>. The team is actively working to submit the application on Nov 22<sup>nd</sup>.*
  - *Project Team received questions on our MPDG Grant application on 10/12/23. The team developed responses and provided them back to the MPDG Grant Team on 10/16/23.*
  - *Developing a TIFIA Letter of Interest (LOI) – Anticipates submittal early November.*



- *Letters of Support for our MPDG application were received from the Washington delegation of Senator Murray, Senator Cantwell, Rep Newhouse and Rep. Gluesenkamp Perez and Oregon delegation of Senator Merkley, Senator Wyden and Rep. Blumenauer.*

**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.*
  - *Application was submitted on 08/19/23*
- *Bridge Investment Program (BIP)*
  - *NOFO released on 09/27/23*
  - *Deadline for FY 23/FY24: 11/27/23*
  - *Deadline for FY 25: 08/01/24*
  - *Deadline for FY 26: 08/01/25*
  - *Total Funding Available \$9.620B*
  - *Award Max: \$3B*
  - *Award Min: \$50M*

**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.*
  - ***Yakama Nation (YN).***
    - *A virtual meeting was held with YN on 8/16 to provide a project update to the new legal counsel Riley Neff-Warner. An in-person meeting was held on 8/22 with the following members from YN,*
      - *Phil Rigdon, Department of Natural Resources, Deputy Director*
      - *Noah Oliver, Cultural Resources, Archeologist*

- *David Blodgett, Fisheries, Program Manager*
  - *David Lindley, Fisheries, Habitat Coordinator*
  - *Marcus Shirzad, Office of Legal Counsel, Senior Attorney*
  - *Riley Neff Warner, Office of Legal Counsel, Staff Attorney*
  - *Erin Rasmussen, Office of Legal Counsel, Summer Legal Fellow*
  - *Councilman Jeremy Takala, Tribal Council Member, Chairman of the Fish & Wildlife Committee*
  - *Councilman Terry Heemsah Sr., Tribal Council Member/Sergeant-at-Arms, Member of the Fish & Wildlife Committee.*
  - *ODOT/ FHWA emailed YN on 9/18 to set up a follow up meeting on the Section 106 MOA. A meeting is pending.*
- **Nez Perce**
- *Amanda Rogerson legal counsel for Nez Perce, has been actively working on the Treaty MOA. She has presented the MOA to the Nez Perce Tribal Executive Committee (NPTEC) on 8/22. She received approval to move forward with sending the MOA to the Bridge Authority. She will also be revising the MOA to reference the Hood River White Salmon Bridge Authority instead of the POHR. She will be providing the MOA to legal staff with the Bridge Authority and FHWA. A meeting will be set up after receipt of the updated version of the MOA and legal review.*
  - *FHWA and Bridge Authority Legal received comments on the MOA documents from Nez Perce, on 10/15. A meeting is being held on Nov 8<sup>th</sup> to review the comments received.*
- **Umatilla (CTUIR).**
- *A meeting was held with CTUIR for 9/12/23 at their offices. Confederated Tribes of the Umatilla Indian Reservation (46411 Timine Way, Pendleton, OR 97801). It was attended by Commissioner Fox, Mike Shannon, Herb Fricke, Lonny Macy, Audie Huber (CTUIR), Joe Pitt (CTUIR), Preston Bronson (CTUIR), Jerimiah Bonifer (CTUIR), Roy Watters (CTUIR), Thomas Parker (FHWA). A tentative goal of completing the Treaty MOA by the end of 2023 was agreed to by everyone in attendance.*
  - *Project Team, FHWA and ODOT met with CTUIR on 10/10/23. Our team presented an approach to the use of safety zones and agreed to supply a sample map to CTUIR. We also presented a concept process for valuing the impact to fishers of not being able to fish during construction.*
- **Warm Springs.**
- *We received the letter of support for our Grant applications and the use of their logo from Warm Springs tribe. We are coordinating our next meeting with Warm Springs on the Fishing Treaty MOA.*

## **RBMC**

### **PROGRESSIVE DESIGN BUILD RFQ/RFP**

- *RFP was posted to the project website [Progressive Design Build RFP - Industry Review - Google Drive](#) for review. Confidential one on one meetings will be held by request with the industry and agencies to listen to comments and input.*
- *The project team is developing an internal Level of Effort for the Phase 1A work that will be done by the Progressive Design Build Team.*
- *Project team has met with WSDOT, ODOT and FHWA to review their comments on the PDB Request for Proposals and has meet with each to resolve those comments as the RFP progresses to its release on Oct 31<sup>st</sup>.*

## **GEOTECHNICAL**

- *Underwater drilling started on July 10<sup>th</sup> and was completed on August 23<sup>rd</sup>. The team is now analyzing the data and will produce a data report that will be included in the final RFP.*

## **SURVEY**

- *Upcoming Work:*
  - *Complete right of way calculations in OR and WA*
  - *Development of Right of Way Maps*
  - *Create Google Earth KMZ file of jurisdictional boundaries*
  - *Translate project to final project datum*
  - *Provide DTM for project rendering/modeling*

## **RIGHT OF WAY**

- *Coordination has continued with WSDOT and ODOT to define the jurisdictional limits for both agencies.*
- *Right of Way is coordinating with Survey Team on the finalization of jurisdictional lines and will be developing right of way maps.*
- *Right of Way is developing an acquisition schedule and prioritizing public agency parcels and stakeholders.*

## **PERMITTING**

- *Environmental Staff have supported refinement of the draft PDB RFP.*
- *Environmental staff have supported the development of the Aesthetics Committee structure and recruitment list.*
- *Environmental staff have supported coordination and planning efforts associated with outstanding NEPA and tribal MOA issues.*

**FINAL EIS/RECORD OF DECISION**

- *Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisId=314171>*
- *Update email from ODOT on 8/31/23 that the Full Biop has been submitted to NMFS for their review and comment. FHWA and ODOT will now coordinate responses to any comments provided by NMFS on the BO.*
- *ODOT provided an email that NOAA has commented on the first 1/3 of the Biological Opinion and ODOT is preparing responses that will be submitted this week. ODOT has not received any word from NOAA on when the other 2/3 of the document will be ready. FHWA will continue to monitor the progress and work with NOAA and ODOT.*

**OTHER ITEMS- N/A**

**KEY MEETINGS**

|       |  |
|-------|--|
| 10/9  | RFP Industry Comment Review                                      |
| 10/10 | RFP Evaluation Team Initial Meeting                              |
| 10/10 | CTUIR Meeting  |
| 10/11 | RFP Legal Team & Evaluation Team Meeting                         |
| 10/12 | PNWA Presentation - Annual Convention                            |
| 10/12 | TIFIA LOI Development Check-in                                   |
| 10/12 | Cultural/NEPA Coordination Meeting                               |
| 10/13 | Legal Meeting Check in   |
| 10/13 | RFP Industry Review Comments Meeting                             |
| 10/13 | Raise Grant Check in Meeting                                     |
| 10/16 | Monthly Task Lead Meeting  |
| 10/16 | RFP Coordination Meeting   |
| 10/17 | POHR Staff Meeting   |
| 10/17 | Internal coordination meeting on Project update in the ODOT STIP |
| 10/17 | RFP Development Meeting  |
| 10/17 | FFT Check in Meeting   |
| 10/17 | POHR Commission Meeting  |
| 10/18 | RFP Review Meeting   |
| 10/18 | ROW WSDOT Meeting  |
| 10/18 | Funding/Finance/Budget Dashboard Review                          |
| 10/18 | Project update meeting with Kiewit                               |
| 10/18 | Project update meeting with Flatiron                             |
| 10/18 | Funding & Finance Committee Meeting                              |
| 10/18 | Stormwater WSDOT Meeting   |
| 10/19 | TIFIA LOI Development Check-in                                   |
| 10/19 | Engineering & Construction Committee Meeting                     |
| 10/19 | FHWA Overview on Procurement of PDB RFP Comment/Response Review  |