



**PORT OF HOOD RIVER COMMISSION**  
**MEETING AGENDA**  
**November 21, 2017**  
**Marina Center Boardroom**

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**5:00 P.M.**  
**Regular Session**

1. Call to Order
    - a. Modifications, Additions to Agenda
  2. Public Comment (5 minutes per person per subject; 30 minute limit)
  3. Consent Agenda
    - a. Approve Minutes of November 7, 2017 Regular Session (*Jana Scoggins – Page 3*)
    - b. Approve Contract with Radcomp for On-Call Technical Services Not to Exceed \$8,000 (*Fred Kowell – Page 9*)
    - c. Approve T-Hangar Lease Amendment (*Anne Medenbach – Page 15*)
    - d. Approve Accounts Payable to Jaques Sharp in the Amount of \$8,551 (*Fred Kowell – Page 19*)
  4. Reports, Presentations and Discussion Items
    - a. FBO Annual Report, Brain Prange, VP TacAero (*Anne Medenbach – Page 25*)
    - b. Financial Report for the 3-Months Ending September 30, 2017 (*Fred Kowell – Page 27*)
    - c. Proposed 2018 Toll Increase (*Michael McElwee – Page 29*)
    - d. Bridge Replacement Project Staffing/Kevin Greenwood (*Michael McElwee – Page 35*)
  5. Director's Report (*Michael McElwee – Page 39*)
  6. Commissioner, Committee Reports
  7. Action Items
    - a. Approve Amendment No. 1 to FBO Agreement and Land Lease with TacAero at the Airport (*Anne Medenbach – Page 41*)
    - b. Approve 2018 Marina Rules and Regulations (*Steve Carlson– Page 45*)
    - c. Approve 2018 Standard T-Hangar Lease Agreement (*Steve Carlson– Page 59*)
    - d. Approve Contract Amendment No. 1 with Stafford Bandlow Engineering Not to Exceed \$35,780 (*Michael McElwee – Page 67*)
  8. Commission Call
- 
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation
  10. Possible Action
  11. Adjourn

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

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

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*Port of Hood River Commission  
Meeting Minutes of November 7, 2017 Regular Session  
Marina Center Boardroom  
5:00 p.m.*

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

**5:00 P.M.  
Regular Session**

**Present:** Commissioners Hoby Streich, John Everitt, Ben Sheppard, Brian Shortt, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach, Steve Carlson, Jana Scoggins

**Absent:** None

**Media:** None

- 1. **CALL TO ORDER:** President Streich called the meeting to order at 5:02 p.m.
  - a. **Modifications, Additions to Agenda.** Report item (b) moved to report item (a). Verbal report discussing delinquent tenant procedures added as a report item (e).
  
- 2. **PUBLIC COMMENT:** Jon Davies, Hood River OR reported that funding opportunities are available through Critical Oregon Airport Relief Program to assist airports in Oregon who are required to have local funding match to apply for Federal Aviation Administration (FAA) Airport Improvement Program grants. Bob Holliston, Hood River, requested a consideration from the Commission to place two small and actively used aircrafts in his rented hangar at the airport.

**OPEN PUBLIC HEARING  
2018 PROPOSED TOLL RATE INCREASE**

President Streich opened the hearing for members of the public to provide comment regarding the toll rate increase planned for 2018. Michael McElwee, Executive Director, provided background information about the bridge which is currently deficient by modern standards, but remains an essential transportation link in the central Columbia Gorge. It has been a toll facility since its construction in 1924 and is locally owned and funded wholly by its users. The Bridge, nearly one mile long, is constructed of steel trusses on concrete pier supports with very narrow lanes. McElwee explained that a toll increase is needed to raise required revenue to offset the rapidly accelerating costs to maintain the aging bridge structure and to plan for the construction of a replacement bridge. McElwee noted that building a large piece of bridge infrastructure in a small market with decreasing levels of federal funding poses a significant challenge. McElwee explained that customers can apply for BreezeBy accounts to receive a discounted rate on their tolls; such accounts can be maintained with cash payments, checks or credit cards. Following the presentation, Bart Vervloet spoke that over the years he has lived in the Gorge, the Port was trying to accumulate funds to replace the bridge, but it appears that no further action has been taken. Vervloet proposed that the expenditures funded from the bridge replacement fund are regularly reviewed and revenues allocated only for the bridge. Vervloet also noted that heavy trucks should be eliminated from crossing the bridge. Linda Atkisson, Bingen WA, commented that the toll increase will mainly affect low-income residents and other individuals who cannot apply for BreezeBy accounts to receive a discount. Audrey Irwin, White Salmon WA, agreed with Linda Atkisson that the toll increase will impact low income families as well as the local economy. Archer Mayo, White Salmon WA, commented that non-profit organizations that cross the bridge frequently will see rise in their expenses which will reduce the number of residents they serve. Steve Curley commented that the Port needs to provide larger transparency into the bridge replacement fund and proposed that large trucks should be eliminated from using the bridge as they cause the most damage. Becky Miles, White Salmon WA, requested that the Commission considers issuing stickers to local residents as an alternative to BreezeBy accounts due to anonymity needs. John Davies, Hood River OR, stated that the Port needs to raise the toll rates as it has slim chances of receiving substantial federal and state funding to support the bridge replacement. The concept of not having a bridge is more dangerous to the economy and local residents than having a toll increase. Dave Thies, Glenwood WA, commented that there must be a greater transparency of how the toll revenue is expended. Thies

also noted that such toll hike is too dramatic for Klickitat county which is one of the poorest counties in Washington. Laurie Cross, Glenwood WA, expressed that increasing the toll will force residents to drive to The Dalles to shop which will impact the economy of Hood River. Patrick Gallagher, Snowden WA, commented that it is impossible to completely stop the rising costs of products and services, but Gallagher requested that the Commission considers low-income families and individuals that already struggle with their fixed budget.

**3. CONSENT AGENDA:**

- a. Approve Minutes of October 17, 2017 Regular Session.
- b. Approve Lease with Hitch Source, LLC for 1,421 square feet in the Maritime Building.

**Motion:** Move to approve Consent Agenda.

**Move:** Everitt

**Second:** Shortt

**Discussion:** None

**Vote:** **Aye:** Unanimous

**MOTION CARRIED**

**4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:**

**a. 2017 Waterfront Recreation Report, Marine Deputy Report:** Steve Carlson, Waterfront Manager, provided an annual report on the 2017 season at the Waterfront and invited Sheriff Matt English and Marine Deputy, Curtis Kowall to present their findings during the patrols on the Columbia River. Kowall reported that due to their presence on the waterfront, the Sherriff’s office noted a decline in emergency calls and safety services. Over 200 hours were spent patrolling the shore and waterways from June 15<sup>th</sup> through September 15<sup>th</sup>, 2017. Steve Carlson reported that several situations affected the waterfront, but the Eagle Creek fire and subsequent interstate closure had the largest impact on the concessionaires this season. However, 2017 summer was another busy season with more than 30 user groups who scheduled events from March to October.

**b. Lot 1 Development Economic Analysis – Matt Craigie, EcoNorthwest:** Michael McElwee, Executive Director, introduced Matt Craigie, the project manager at EcoNorthwest, who prepared a summary report of the real estate economic analysis evaluating the relative impact of burdening future development of the waterfront area with significant infrastructure costs. At the September 19, 2017 regular meeting, the Commission discussed various steps regarding future development of Lot #1 and the challenge of constructing necessary infrastructure in a limited zoning area. Craigie concluded that the development on this remaining parcel is only feasible in scenarios with either a public investment covering the cost of infrastructure and/or when development costs are low and rents are high. The finding is consistent for both flex and traditional industrial development.

**c. Commissioner Compensation Policy:** Fred Kowell, Chief Financial Officer, reported that based on the ORS 198.19, which defines Commissioner’s compensation for services performed as a member of the governing body, the Commissioners should be compensated for attending other committee meetings as Port representatives, such as the Airport Advisory Committee, Marina Committee, Urban Renewal Agency Board meetings, etc. The Commissioners declined this change to the compensation policy.

**d. Bridge Replacement Project Administration:** Michael McElwee reported that several steps must be undertaken in the near term to fulfill the Port’s commitments to the Oregon Legislature and to set the stage for future replacement of Hood River Interstate Bridge. Because of the significant future challenge of funding construction of the project, one of the most important near-term tasks is to establish organizational and administrative team structure to manage the various responsibilities that such project requires. McElwee presented a draft diagram of the possible project administration staffing structure.

**e. Delinquent Tenant Procedures:** President Streich commented that it is necessary for staff to inform the Commission regularly of any tenants who have not paid their rent on time. The Commissioners agreed that the quarterly financial report should include a list of delinquent tenants, and staff must implement stricter procedures for collecting unpaid rents.

**5. EXECUTIVE DIRECTOR'S REPORT:** Michael McElwee encouraged newly-elected Commissioners to attend the SDAO conference on February 9-11 in Seaside, Oregon. McElwee also reported that Fred Kowell completed UAV training in Pendleton, OR. The Port has received a \$8,425 grant from the Oregon State Marine Board to reconstruct a parking island in the Launch Ramp parking lot and electrical upgrades to the Visitor Dock. Considerable progress was made on construction of a stone embankment and restoration of the beach at the Event Site. The Port received the staff report from the City of Hood River regarding the Lot #1 subdivision which was generally favorable. Lot #1 development will be on the Hood River Urban Renewal Agency agenda for November 13. Crestline Construction is nearing the completion of the final tasks associated with the South Ramp project. Moreover, a new FBO agreement is being drafted as the current agreement expires December 1. McElwee also reported that during the final strain gauge testing of the mechanical components on October 25, a part of the electrical system on the bridge malfunctioned. This has been solved, and the Port informed the Coast Guard that the lift span is again operational. Steve Siegel continues to work on updates to the P3 Administrative Rules as required by HB 2750. These will likely be presented in draft form to the Commission in December. Coral Construction started the installation of new I-84 signage related to the Bridge on November 6. The web portal that will allow customer BreezeBy account management was pushed back due to software issues and is estimated to be launched in the 2<sup>nd</sup> week of December. The Port has received a letter from the Mayor of White Salmon, David Poucher, requesting a reduced toll on Class 1 vehicles and increased toll on Class 2 and above vehicles.

**6. COMMISSIONER, COMMITTEE REPORT:**

**a. Marina Committee:** Steve Carlson reported that the Oregon State Marine Board has awarded funds for the replacement of a damaged traffic directing island in the boat launch parking area and electrical improvement to the Visitor Dock. Some of the subjects the Marina Committee discussed included potential growth, new rules pertaining to launch ramps and tie up docks, and the need for reconfiguration of existing facilities to accommodate larger vessels.

**b. Airport Advisory Committee:** Anne Medenbach, Property and Development Manager, reported that a significant discussion occurred about the specifics of Fly Friendly Program that will be implemented in the near future. Other items discussed were the impact of the Eagle Creek Fire on the WAAAM operations, possibility of charging a tie-down fee for non-club gliders, and the status update of the South Taxiway Construction project.

**7. ACTION ITEMS:**

**a. Approve Non-Revenue Bridge Crossing Policy.** The Port's Non-Revenue Bridge Crossing Policy update addresses the eligibility for no charge crossings for public safety agencies, military personnel, and during certain types of emergencies, typically when parts of Interstate I-84 and WA SR-14 are closed.

- Motion:** Adopt Non-Revenue Bridge Crossing Policy dated November 7, 2017.
  - Move:** Shortt
  - Second:** Sheppard
  - Discussion:** None
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

**b. Approve Lease with Chief Consulting in the Timber Incubator Building.** Chief Consulting Group, LLC is a hemp processing and distribution start-up. They are an agricultural product processor and fall under USDA rules and regulations as their product is strictly regulated for THC content. Their use is compatible with both the zoning and existing tenants in the building.

- Motion:** Approve lease with Chief Consulting Group, LLC for 2,500 square feet in the Timber Incubator building located at 3875 Heron Drive, Odell.
  - Move:** Meriwether
  - Second:** Everitt
  - Discussion:** None
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

**c. Approve Task Order 3 to Contract with P-Square Solutions in the Amount of \$10,000.** The Port has migrated to a new back-office BreezeBy operating system created by P-Square Solutions, LLC. The Task Order 3 procures a more robust platform that will enable varying toll rates determined by vehicle class/type and payment type which was not available under the old system.

- Motion:** Approve Task Order 3 to the existing contract with P-Square, LLC not to exceed \$10,000 for BreezeBy system programming services.
  - Move:** Meriwether
  - Second:** Shortt
  - Discussion:** None
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

**d. Approve Contract with Allied Maintenance LLC Not to Exceed \$63,842.** Allied Maintenance, LLC has been providing exceptional janitorial services to some of the Port’s industrial buildings. Their 2017 contract was for 29.5 hours per week; however, additional services are required for the 3<sup>rd</sup> and 4<sup>th</sup> floor at the Big 7 building. The proposed 2018 contract is for 33.5 hours of service per week with a total amount of \$63,842.00 for 12 months.

- Motion:** Approve contract with Allied Maintenance, LLC for janitorial services not to exceed \$63,842.00
  - Move:** Sheppard
  - Second:** Everitt
  - Discussion:** None.
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

**e. Approve 2018 Marina Moorage Rates.** Due to Marina related costs exceeding revenue, Port staff recommends increasing the slip and boathouse fees by 6%.

- Motion:** Approve 2018 Marina moorage rates.
  - Move:** Meriwether
  - Second:** Everitt
  - Discussion:** None.
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

**f. Approve 2018 T-Hangar Lease Rates.** Due to increasing costs, Port staff recommends increasing the Airport Hangar fees by 6%.

- Motion:** Approve 2018 T-Hangar lease rates.
  - Move:** Everitt
  - Second:** Shortt
  - Discussion:** None
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

**8. COMMISSION CALL:** Commissioner David Meriwether will attend Urban Renewal Agency meeting on November 13, 2017. Commissioner Brian Shortt encouraged employers to be part of the solution for the 2018 toll increase and consider compensating their employees for bridge tolls to offset some of the expenses low-income individuals face. Commissioner Shortt also commented that Staff needs to ensure that moorage rates are market comparable.

**9. EXECUTIVE SESSION:** President Streich called for more public comment on the proposed toll increase and hearing none, closed the Public Hearing and recessed Regular Session at 8:16 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation.

**10. POSSIBLE ACTION:** The Commission was called back into Regular Session at 9:15 p.m. No action was taken as a result of Executive Session.

**11. ADJOURN:**

- Motion:** Motion to adjourn the meeting.
  - Move:** Shortt
  - Second:** Meriwether
  - Discussion:** None
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

The meeting was adjourned at 9:15 p.m.

Respectfully submitted,

\_\_\_\_\_  
 Jana Scoggins

**ATTEST:**

\_\_\_\_\_  
 Hoby Streich, President, Port Commission

\_\_\_\_\_  
 John Everitt, Secretary, Port Commission

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# Commission Memo

Prepared by: Fred Kowell  
Date: November 21, 2017  
Re: Technical Support Professional Services  
Contract



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Our current IT technical services contract is with Jack Lerner Computer Support. In the event Mr. Lerner is unavailable due to illness or vacations, this contract with Radcomp Technologies can be used for our office IT technical support needs. This contract does not relate to the bridge support systems that are currently covered by PSquare.

Cost associated are included in the FY17/18 approved budget.

**RECOMMENDATION:** Approve Personal Services Contract for on-call IT technical support services not to exceed \$8,000.

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**Personal Services Contract**

1. This Contract is entered into between the Port of Hood River ("Port") and **Radcomp Technologies** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$8,000**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through the date at which funds are exhausted. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

**RADCOMP TECHNOLOGIES**

**PORT OF HOOD RIVER**

\_\_\_\_\_  
 Signature Date  
 CEO, Ryan Kreps  
 136 N Main Ave  
 White Salmon, WA 98672  
 (866) 490-2426  
 Federal ID or Social Security Number: 20-4161043

\_\_\_\_\_  
 Michael S. McElwee Date  
 Executive Director  
 1000 E. Port Marina Drive  
 Hood River OR 97031

**Personal Services Contract  
Exhibit A**

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**I. SCOPE OF WORK:**

All information technology requests that are approved by Port management which relates directly to the Port's internet, computer hardware (servers, PC's, laptops, netbooks, etc.), mobile devices, telecommunications including phone systems, switches, security systems, computer software applications including the BreezeBy, copier, fax, wireless routers, and other IT applications (web portal for payment gateway).

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**II. DELIVERABLES AND TIMEFRAME:**

The deliverable(s) covered under this Contract shall be: Respond within a 24 hour period or less based upon the severity and risk related to the issue at hand. Servers, tolling software, and telecommunications may need immediate attention versus the development of a program to accept payments. Thus, the timeframe for the deliverable(s) shall be: **as requested by Port of Hood River management.**

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**III. CONSIDERATION:**

Hourly rates under this Contract shall be \$139/hr.

**Port shall reimburse Contractor for reasonable expenses associated with the purchases that are made on behalf of the Port to repair or replace equipment or materials, that are not considered part of this contract limit.**

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**IV. BILLING AND PAYMENT PROCEDURE:**

The Contractor shall submit to the Port for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

- Invoice date
- Project or task title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

Invoices may be submitted monthly, or at such other interval as is specified below:

The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.

**Personal Services Contract  
Exhibit B**

**INSURANCE**

During the term of this Contract, Contractor shall maintain in force at its own expense, each insurance noted below:

- 1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt order ORS 656.027.)

\_\_\_\_\_ Required and attached      OR      \_\_\_x\_\_\_ Contractor is exempt

Certified by Contractor: \_\_\_\_\_  
Signature/Title

- 2. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.

\_\_\_\_\_ Required and attached      Waived by Chief Financial Officer \_\_\_\_\_

- 3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

\_\_\_\_\_ Required and attached      Waived by Chief Financial Officer \_\_\_X\_\_\_\_\_

- 4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

\_\_\_x\_\_\_ Required and attached      Waived by Chief Financial Officer \_\_\_\_\_

- 5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.

- 6. Certificate of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract. The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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# Commission Memo



Prepared by: Anne Medenbach  
Date: November 21, 2017  
Re: Bob Holliston T-Hangar Lease Amendment

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Bob Holliston currently leases a T-hangar in Block C at the Airport. The standard T-hangar lease specifically prohibits the storage of more than one aircraft in each hangar. Mr. Holliston built and regularly flies his kit airplanes and they are smaller than the typical piston engine aircraft stored in T-hangars. During the November 7 meeting, he requested that the Commission allow two aircraft to be stored in his hangar.

**RECOMMENDATION:** Approve Amendment No. 1 to T-Hangar lease of Unit C-12 with Bob Holliston.

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**AMENDMENT 1 TO LEASE**

Whereas, the Port of Hood River ("Lessor") and Bob Holliston ("Lessee") entered into a lease of T-Hangar unit C-12 located at the Ken Jernstedt Airfield on January 1, 2017("Lease"); and,

Whereas, Lessee would like to store two kit aircraft in the space. These aircraft are kit planes and smaller than the average piston engine and can fit two per hangar.

Therefore, all parties agree to the following changes to the Lease,

“The hangar may be used for the storage of up to two kit aircraft owned or leased by Tenant.”

Except as modified by this Amendment No. 1, Lease shall remain in full force and effect.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017

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

By: \_\_\_\_\_  
Bob Holliston

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# Commission Memo



Prepared by: Fred Kowell  
Date: November 21, 2017  
Re: Accounts Payable Requiring Commission Approval

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<b>Jaques Sharp</b>	<b>\$8,551.00</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$8,551.00</b>
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# JAQUES SHARP

— ATTORNEYS AT LAW —

205 3RD STREET / PO BOX 457  
HOOD RIVER, OR 97031  
(Phone) 541-386-1311 (Fax) 541-386-8771

RECEIVED  
NOV 09 2017  
BY: \_\_\_\_\_

CREDIT CARDS ACCEPTED

HOOD RIVER, PORT OF  
1000 E. PORT MARINA DRIVE  
HOOD RIVER OR 97031

Page: 1  
November 03, 2017  
Account No: PORTOHaM

	Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS JJ	780.00	620.00	0.00	0.00	-440.00	\$960.00
LOT 3 DDA (Key Devp/Jeff Pickhardt)	0.00	20.00	0.00	0.00	0.00	\$20.00
NORTHWAVE LEASE (Northwave, Inc/Blake Richards)	0.00	126.00	0.00	0.00	0.00	\$126.00
LEASE (Hitch Source, LLC/Kenneth Whiteman)	0.00	60.00	0.00	0.00	0.00	\$60.00
AUDIT LETTERS	0.00	0.00	0.00	0.00	0.00	\$0.00
HVAC-HALYARD BUILDING (PFRIEM)	0.00	20.00	0.00	0.00	0.00	\$20.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)	0.00	220.00	0.00	0.00	0.00	\$220.00
JENSEN BUILDING - HVAC CONTRACT	0.00	133.00	0.00	0.00	0.00	\$133.00
LEASE (Big Winds & Hood River, Inc.)	0.00	152.00	0.00	0.00	0.00	\$152.00
DOG PARK	20.00	0.00	0.00	0.00	-20.00	\$0.00

HOOD RIVER, PORT OF

Account No: Novemb  
P

Previous Balance	Fees	Expenses	Advances	Payments	Balance
JANITOR SERVICES CONTRACT (Allied Maintenance LLC)	0.00	60.00	0.00	0.00	\$60.00
BRIDGE SPAN GUIDE REPLACEMENT CONTRACT	0.00	80.00	0.00	0.00	\$80.00
WATER ISSUES ODELL (Crystal Springs Water District	4,400.00	560.00	0.00	0.00	\$2,060.00
LEASE (PFriem Brewing)	0.00	200.00	0.00	0.00	\$200.00
BRIDGE REPLACEMENT 2016 (ODOT/WDOT)	80.00	1,160.00	0.00	0.00	\$1,160.00
AIRPORT DEVELOPMENT (Tac-Aero)	60.00	0.00	0.00	0.00	\$0.00
PROPERTY SALE (Neal Creek Forest Products, LLC)	0.00	160.00	0.00	0.00	\$160.00
2016 TOLL INCREASES	160.00	0.00	0.00	0.00	\$140.00
WSDOT BRIDGE SIGNS AGREEMENT (WSDOT)	40.00	0.00	0.00	0.00	\$0.00
TIMBER INCUBATOR LEASE (Gianino Marble & Granite)	0.00	60.00	0.00	0.00	\$60.00
SOUTH TAXIWAY REHAB. (Airport)	80.00	0.00	0.00	0.00	\$0.00
BIG 7 CONSTRUCTION CONTRACT	0.00	40.00	0.00	0.00	\$40.00
LOT LEASE FOR DEVELOPMENT PUBLIC CONTRACT ISSUES	460.00	0.00	0.00	0.00	\$0.00
DDA AIRPORT GRANT SOUTH TAXIWAY	320.00	0.00	0.00	0.00	\$0.00
MARINA BUILDING LEASE (Aletta Wilson)	120.00	0.00	0.00	0.00	\$0.00
UTILITY NOTIFICATION CENTER ISSUES	1,140.00	0.00	0.00	0.00	\$0.00
MARINA BUILDING LEASE (Gilpatrick)	60.00	0.00	0.00	0.00	\$0.00
CONTRACT (Coral Construction)	140.00	0.00	0.00	0.00	\$0.00

HOOD RIVER, PORT OF

Account No: Novemb  
P

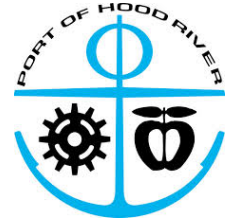
Previous Balance	Fees	Expenses	Advances	Payments	Balance
Lease (Soniq Aerospace, LP) Big 7 Suite 204 140.00	0.00	0.00	0.00	0.00	\$140.00
CONTRACT (Boswell Consulting, Inc.) 60.00	0.00	0.00	0.00	0.00	\$60.00
CONTRACT (Twice The Light, Inc.) 0.00	340.00	0.00	0.00	0.00	\$340.00
TOLL ENFORCEMENT 0.00	680.00	0.00	0.00	0.00	\$680.00
PRIVACY POLICY 0.00	960.00	0.00	0.00	0.00	\$960.00
LEASE (Chief Consulting Group, LLC) 0.00	140.00	0.00	0.00	0.00	\$140.00
CITY SEWER LIFT STATION IGA; MARINA DRIVE 0.00	440.00	0.00	0.00	0.00	\$440.00
LEASE AMENDMENT (Electronics Assemblers, Inc.) JJ 20.00	0.00	0.00	0.00	0.00	\$20.00
CONTRACT FOR LOBBY SERVICES (Summit Strategoes) JJJ 120.00	0.00	0.00	0.00	0.00	\$120.00
<u>8,200.00</u>	<u>6,231.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-5,880.00</u>	<u>\$8,551.00</u>

**THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 31ST of OCTOBER UNLESS OTHERWISE STATED**

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# Commission Memo



Prepared by: Anne Medenbach  
Date: November 21, 2017  
Re: Hood Tech Corp., Aero Inc.- Business update

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Tac Aero has been the Fixed Base Operator (FBO) at the Airport since May 2015. Hood Tech Corp., Aero Inc. is an aviation technology company run by the same individuals, also operating at the Airport providing pilot instruction, scenic flights, and aircraft maintenance services. Brian Prange, TacAero VP, will attend the meeting and give a presentation on the FBO operational data and an update on their business development.

**RECOMMENDATION:** Informational.

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# Commission Memo

Prepared by: Fred Kowell  
Date: November 21, 2017  
Re: Financial Review for the Three Months  
Ended September 30, 2017

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Attached are four spreadsheets for this financial review:

- Bridge Traffic and Revenue Report
- Schedule of Expenditures by Cost Center by Fund
- Schedule of Revenues by Cost Center by Fund
- Statement of Operating Revenues, Expenditures and Other Sources and Uses

### Bridge Traffic and Revenue Report

The Bridge Traffic and Revenue report shows traffic is up by 4% over last year, but revenues are down by 4%. This is largely due to the Eagle Creek fire. Although the Port suspended tolls for several days, throughout the weeks-long incident, there were many times cash paying customers were waved through at no charge to avoid delays in the toll booth compounding the congestion from freeway detours. Although staff has not completed the financial analysis for this period, initial indication is that revenue loss due to the Eagle Creek Fire is close to \$80,000.

### Schedule of Expenditures by Cost Center by Fund

Personnel services is slightly ahead of budget due to there being seven pay periods in the first quarter. Recreation is slightly higher for this first quarter but that is expected based upon the seasonality of the program.

Materials & Services is tracking below the budget, as is expected for this early in the year, with the exception of Recreation which is expected to be higher for this time of year. Maintenance is higher than budget as most purchases occur during this time of year.

Capital Outlay is tracking below budget as most of the capital projects are just starting to move forward. The six-month report will shed more light on the status of our capital projects to date and what to expect going forward. Regarding Maintenance, the budget didn't reflect the higher costs for the equipment that was purchased (i.e., electronic signage and Bobcat).

### Schedule of Revenues

While toll revenue is below budget, leases are tracking according to budget for this time of year. The Marina and Airport leases will catch up starting in January, when annual billings occur.

Statement of Operating Revenues, Expenditures and Other Sources and Use

Overall, the actuals are tracking according to the activities we have incurred during the first quarter as outlined in the budget, with the exception of the financial impact of the Eagle Creek fire. On a cashflow basis, we're depicting an overall negative of \$144,440, which is due to timing of our reimbursable grants from the FAA.

Accounts Receivables Update

Pfriem has presented staff with a payment plan that will bring their account current over a six-month period. Other accounts receivables are within a reasonable aged period, based upon their billings.

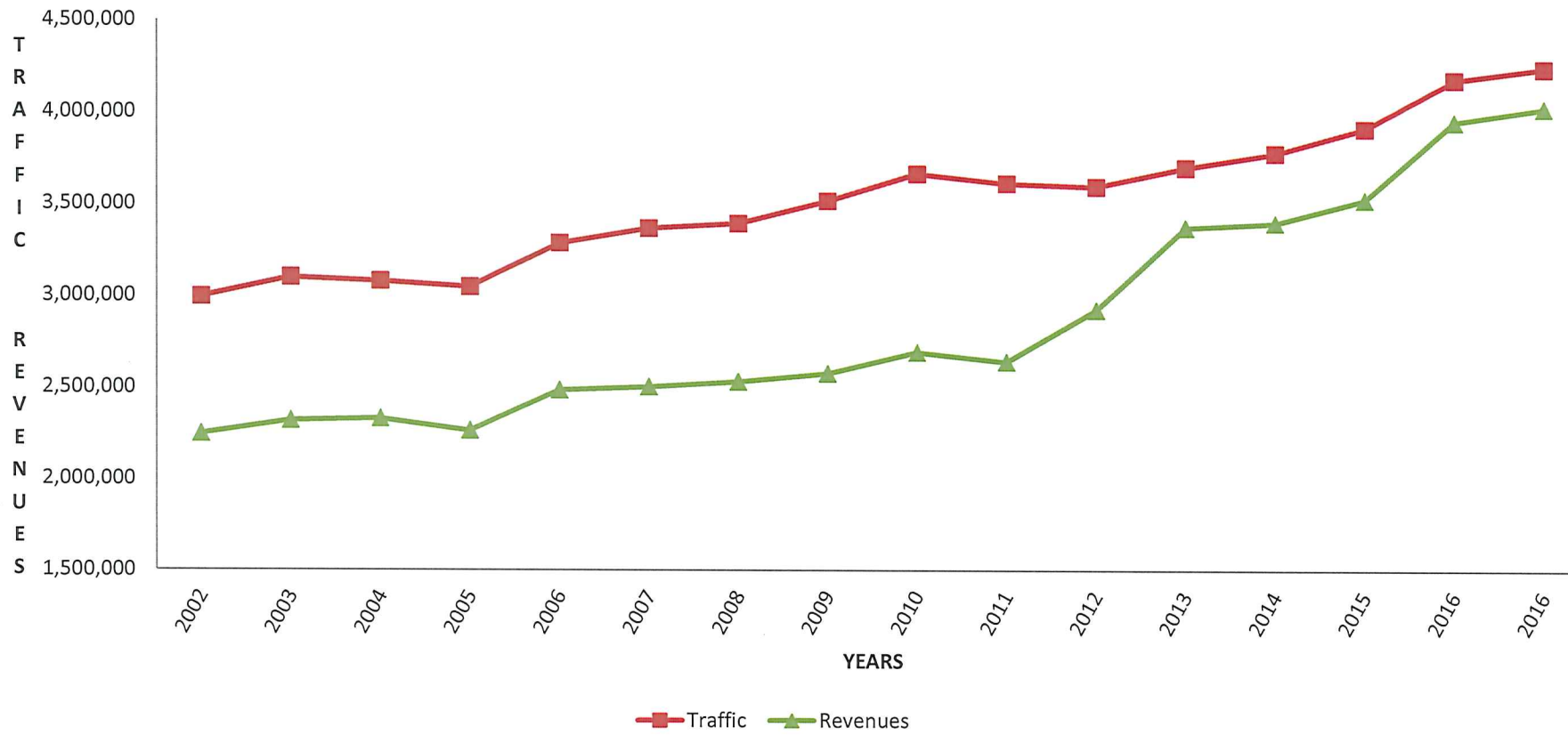
It will be important to see whether we have any winter weather events that are significant enough to curtail our bridge traffic and revenues like that of last year. Such a reduction will have a material impact to our financial outlook for the year which has been affected by the Eagle Creek fire.

**RECOMMENDATION:** Discussion.

**PORT OF HOOD RIVER**  
**Bridge Traffic and Revenue Report - Quarterly**  
**Exhibit B**  
**Columbia State Bank Loan - Covenant - 3.9 (g)**

	2012-13		2013-14		2014-15		2015-16		2016-17		2017-18		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	355,233	\$297,432	372,181	\$ 339,743	379,536	\$ 341,480	399,634	\$ 382,921	423,744	\$ 402,074	442,251	\$ 399,618	1.04	0.99
AUG	364,506	\$318,526	372,950	\$ 344,140	380,914	\$ 348,030	391,499	\$ 376,690	425,567	\$ 407,839	435,364	\$ 401,815	1.02	0.99
SEPT	328,071	\$380,237	330,147	\$ 304,490	344,693	\$ 317,989	364,125	\$ 350,020	387,860	\$ 372,099	412,452	\$ 332,996	1.06	0.89
OCT	317,197	\$287,740	326,995	\$ 299,209	336,623	\$ 303,073	353,313	\$ 339,194	357,180	\$ 337,294			1.01	0.99
NOV	277,328	\$249,148	281,772	\$ 252,702	274,601	\$ 244,065	312,731	\$ 297,037	330,795	\$ 313,529			1.06	1.06
DEC	265,925	\$233,136	272,528	\$ 237,524	290,855	\$ 249,793	289,296	\$ 269,344	285,209	\$ 260,625			0.99	0.97
Calendar Year Total	3,617,141	\$3,300,132	3,749,551	\$3,384,542	3,829,791	\$3,424,449	4,063,317	\$3,814,690	4,280,160	\$4,028,417	3,322,865	\$ 3,065,955	1.05	1.06
JAN	257,781	\$240,242	274,253	\$ 244,374	286,390	\$ 259,626	291,674	\$ 272,828	245,670	\$ 238,709			0.84	0.87
FEB	259,626	\$241,084	248,373	\$ 219,088	281,351	\$ 259,207	305,800	\$ 286,071	266,202	\$ 244,472			0.87	0.85
MAR	320,340	\$269,257	297,531	\$ 265,325	324,912	\$ 299,162	342,162	\$ 317,959	350,470	\$ 324,146			1.02	1.02
APR	300,672	\$268,777	317,218	\$ 282,097	334,016	\$ 307,643	365,654	\$ 338,556	\$ 362,559	\$ 334,362			0.99	0.99
MAY	325,314	\$290,897	343,575	\$ 301,985	360,643	\$ 341,172	381,248	\$ 357,119	\$ 399,271	\$ 368,296			1.05	1.03
JUN	329,245	\$296,477	341,619	\$ 307,150	365,407	\$ 332,673	383,267	\$ 362,425	\$ 408,626	\$ 421,541			1.07	1.16
Fiscal Year Total	3,701,238	\$3,372,952	3,779,142	\$3,397,826	3,959,941	\$3,603,914	4,180,403	\$3,950,164	4,243,153	\$4,024,985	1,290,067	\$ 1,134,429	1.02	1.02

## Port of Hood River Bridge Traffic and Revenues



PORT OF HOOD RIVER  
SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND  
BUDGET AND ACTUAL - 25% THROUGH THE BUDGET  
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2017

EXPENDITURES	Personal Services				Materials & Services				Capital Outlay					Debt Service				Total Appropriation		
	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Total	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent
<i>Toll Bridge</i>	882,600	227,664	654,936	26%	623,100	144,041	479,059	23%	258,000	49,050	49,050	208,950	19%	-	-	-		1,763,700	420,754	1,342,946
<i>Industrial Facilities</i>																				
Big 7	49,900	14,174	35,726	28%	142,200	32,064	110,136	23%	55,000	9,150	9,150	45,850	17%	-	-	-		247,100	55,387	191,713
Jensen Property	61,500	17,233	44,267	28%	171,900	25,822	146,078	15%	466,000	1,444	1,444	464,556	0%	145,000	36,295	108,705	25%	844,400	80,794	763,606
Maritime Building	38,900	10,967	27,933	28%	88,000	9,040	78,960	10%	10,000	-	-	10,000	0%	-	-	-		136,900	20,007	116,893
Halyard Building	64,300	18,444	45,856	29%	227,500	43,687	183,813	19%	10,000	-	-	10,000	0%	-	-	-		301,800	62,131	239,669
Timberline Incubator Building	29,900	8,549	21,351	29%	34,300	4,338	29,962	13%	23,000	-	-	23,000	-	-	-	-		87,200	12,887	74,313
Wasco Building	48,900	14,096	34,804	29%	91,700	16,509	75,191	18%	30,000	-	-	30,000	-	-	-	-		170,600	30,605	139,995
Hanel Site	43,300	11,795	31,505	27%	49,900	5,890	44,010	12%	625,000	55,605	55,605	569,395	9%	140,800	-	140,800	0%	859,000	73,290	785,710
	336,700	95,257	241,443	28%	805,500	137,350	668,150	17%	1,219,000	66,199	66,199	1,152,801	5%	285,800	36,295	249,505	13%	2,647,000	335,102	1,526,189
<i>Commercial Facilities</i>																				
State Office (DMV) Building	26,100	7,170	18,930	27%	39,500	7,147	32,353	18%	25,000	7,857	7,857	17,144	-	-	-	-		90,600	22,173	68,427
Marina Office Building	37,700	10,460	27,240	28%	46,100	8,254	37,846	18%	43,000	34,747	34,747	8,253	81%	-	-	-		126,800	53,461	73,339
Port Office Building	36,100	10,943	25,157	30%	24,600	4,052	20,548	16%	25,000	-	-	25,000	0%	-	-	-		85,700	14,995	70,705
	99,900	28,572	71,328	29%	110,200	19,453	90,747	18%	93,000	42,603	42,603	50,397	46%	-	-	-		303,100	90,629	212,471
<i>Waterfront Industrial Land</i>	40,700	11,029	29,671	27%	78,000	8,330	69,670	11%	85,000	-	-	85,000	0%	-	-	-		203,700	19,359	184,341
<i>Waterfront Recreation</i>																				
Eventsite	128,200	42,986	85,214	34%	40,000	12,535	27,465	31%	15,000	-	-	15,000	0%	-	-	-		183,200	55,521	127,679
Hook/Spit/Nichols	45,200	12,683	32,517	28%	29,000	9,774	19,226	34%	54,500	-	-	54,500	0%	-	-	-		128,700	22,457	106,243
Marina Park	154,500	43,000	111,500	28%	63,900	11,962	51,938	19%	43,000	-	-	43,000	0%	-	-	-		261,400	54,962	206,438
	327,900	98,668	229,232	30%	132,900	34,271	98,629	26%	112,500	-	-	112,500	0%	-	-	-		573,300	132,940	440,360
<i>Marina</i>	132,800	35,867	96,933	27%	110,200	25,429	84,771	23%	79,000	-	-	79,000	0%	96,700	-	96,700	0%	418,700	61,297	357,403
<i>Airport</i>	128,800	35,365	93,435	27%	169,000	33,582	104,680	20%	1,966,100	733,492	733,492	1,232,608	37%	-	-	-		2,263,900	802,439	1,461,461
Administration	6,000	-	6,000	0%	151,300	35,316	115,984	23%	20,000	-	-	20,000	0%	-	-	-		177,300	35,316	141,984
Maintenance	-	-	-	-	84,600	36,582	48,018	43%	43,500	51,329	51,329	(7,829)	118%	-	-	-		128,100	87,911	40,189
<i>Total Expenditures</i>	1,955,400	532,423	1,422,977	27%	2,264,800	474,355	1,759,707	21%	3,876,100	942,673	942,673	2,933,427	24%	382,500	36,295	346,205	9%	8,478,800	1,985,746	5,707,344
Bridge Repair & Replacement Fund	90,100	22,586	67,514	25%	305,000	5,794	299,206	2%	2,224,500	4,676	4,676	2,219,824	0%	677,500	-	677,500	0%	3,297,100	33,056	3,264,044
General Fund	173,000	32,233	140,767	19%	417,950	66,880	351,070	16%	-	-	-	-	-	-	-	-		590,950	99,113	491,837

**Unfavorable Variance - Expenditures**

Payroll overall in most areas is slightly higher than the budget due to an extra payroll (26 pay periods in a year versus 24) in the 1st quarter. Recreation is seasonal and is expected to run higher for the 1st quarter of the year. Maintenance purchase of the electronic sign and Bobcat were more than anticipated in the budget.

**PORT OF HOOD RIVER**  
**Schedule of Revenues by Cost Center By Fund**  
**Budget to Actuals - 25% Through Budget**  
**For the Three Months Ended September 30, 2017**

	REVENUES				
	Budget	Actual	Total	Variance	%
<b>REVENUE FUND</b>					
<i>Toll Bridge</i>					
Bridge Tolls	5,250,000	1,134,429	1,134,429	(4,115,571)	22%
Cable Crossing Leases	10,000	-	-	(10,000)	0%
Other	1,000	-	-	(1,000)	0%
	<u>5,261,000</u>	<u>1,134,429</u>	<u>1,134,429</u>	<u>(4,126,571)</u>	<u>22%</u>
<i>Industrial Facilities</i>					
<i>Big 7</i>					
Lease Revenues	189,800	56,879	\$ 56,879	(132,921)	30%
Reimbursements/Other	76,800	15,489	\$ 15,489	(61,311)	20%
<i>Jensen Property</i>					
Lease Revenues	340,900	85,835	85,835	(255,065)	25%
Reimbursements/Other	130,600	21,253	21,253	(109,347)	16%
<i>Maritime Building</i>					
Lease Revenues	202,000	49,558	49,558	(152,442)	25%
Reimbursements/Other	57,800	9,341	9,341	(48,459)	16%
<i>Halyard Building</i>					
Lease Revenues	218,500	54,043	54,043	(164,457)	25%
Reimbursements/Other	185,400	33,588	33,588	(151,812)	18%
Note Receivable	19,550	4,887	4,887	(14,663)	25%
<i>Timberline Incubator Building</i>					
Lease Revenues	69,000	17,590	17,590	(51,410)	25%
Reimbursements	15,000	1,773	1,773	(13,227)	12%
<i>Wasco Building</i>					
Lease Revenues	145,500	40,059	40,059	(105,441)	28%
Reimbursements	47,500	6,246	6,246	(41,254)	13%
<i>Hanel</i>					
Reimbursements		-	-	-	
Sale of Property	490,000		-	(490,000)	0%
	<u>2,188,350</u>	<u>396,541</u>	<u>396,541</u>	<u>(1,791,809)</u>	<u>18%</u>
<i>Commercial Facilities</i>					
<i>State Office (DMV) Building</i>					
Lease Revenues	45,100	11,139	11,139	(33,961)	25%
Reimbursements	-		-	-	#DIV/0!
<i>Marina Office Building</i>					
Lease Revenues	68,900	15,560	15,560	(53,340)	23%
Reimbursements	22,500	2,568	2,568	(19,932)	11%
<i>Port Office Building</i>					
Lease Revenues	48,550	12,138	12,138	(36,413)	25%
Reimbursements	500	-	-	(500)	0%
	<u>185,550</u>	<u>41,405</u>	<u>41,405</u>	<u>(144,145)</u>	<u>22%</u>
<i>Waterfront Industrial Land</i>					
Lease Revenues	600	-	-	(600)	0%
Land Sale	-		-	-	#DIV/0!
Parking	-		-	-	0%
Other Income	-	1,125	1,125	1,125	#DIV/0!
URA Payments	339,100	200,000	200,000	(139,100)	59%
	<u>339,700</u>	<u>201,125</u>	<u>201,125</u>	<u>(138,575)</u>	<u>59%</u>
<i>Waterfront Recreation</i>					
<i>Eventsite, Hook and Spit</i>					
Eventsite - Passes/Permits and Concessions	124,200	53,522	53,522	(70,678)	43%
Hook/Spit/Nichols	24,100	750	750	(23,350)	3%
<i>Marina Park</i>					
Sailing Schools, Showers and Events	9,200	4,912	4,912	(4,288)	53%
Lease Revenues	6,500	1,668	1,668	(4,832)	26%
Reimbursements	2,000	150	150	(1,850)	8%
Grant	-		-	-	#DIV/0!
	<u>166,000</u>	<u>61,002</u>	<u>61,002</u>	<u>(104,998)</u>	<u>37%</u>
<i>Marina</i>					
Lease Revenues	196,000	327	327	(195,673)	0%
Moorage Assessment	85,200	81,826	81,826		
Reimbursements/Other	61,400	8,795	8,795	(52,605)	14%
Grant	7,050	-	-	(7,050)	0%
Other Financing Sources	-		-	-	#DIV/0!
	<u>349,650</u>	<u>90,948</u>	<u>90,948</u>	<u>(255,328)</u>	<u>26%</u>
<i>Airport</i>					
Lease Revenues	179,900	16,090	16,090	(163,810)	9%
Reimbursements	21,000	3,538	3,538	(17,462)	17%
Grants	1,740,000				
Other Financing Sources	-		-	-	#DIV/0!
	<u>1,940,900</u>	<u>19,628</u>	<u>19,628</u>	<u>(181,272)</u>	<u>1%</u>
<b>Budget to Actual Revenues</b>	<u>10,431,150</u>	<u>1,945,079</u>	<u>1,743,954</u>	<u>(6,604,122)</u>	<u>19%</u>
<b>Revenues less Other financing sources</b>	<u>7,834,450</u>	<u>1,740,132</u>	<u>1,539,067</u>	<u>(5,952,309)</u>	<u>22%</u>
<b>GENERAL FUND</b>					
Property taxes	68,400	736	736	(67,664)	1%
Transfers from other funds	522,600	99,113	99,113	(423,487)	19%
	<u>\$ 591,000</u>	<u>\$ 99,849</u>	<u>\$ 99,849</u>	<u>\$ (491,151)</u>	<u>17%</u>
<b>BRIDGE REPAIR &amp; REPLACEMENT FUND</b>					
Transfers from other funds	<u>\$ 3,164,300</u>	<u>\$ 41,326</u>	<u>41,326</u>	<u>(3,122,974)</u>	<u>1%</u>



**PORT OF HOOD RIVER**  
**STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS**  
**AND BUDGET VS ACTUAL PERFORMANCE**  
**FOR THE YEAR NINE MONTHS ENDED MARCH 31, 2017**

	REVENUE FUND							GENERAL FUND	BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport				Administration Maintenance
<b>OPERATING REVENUES</b>											
Tolls	\$ 1,134,429									\$ 1,134,429	
Leases		\$ 303,964	\$ 38,837	\$ -	\$ 1,668	\$ 82,153	\$ 16,090			442,712	
Reimbursements		87,690	2,568	-	150	8,795	3,538			102,742	
Fees, Events, Passes and Concessions					58,434					58,434	
Property taxes								736		736	
<b>Total Operating Revenues</b>	<b>1,134,429</b>	<b>391,654</b>	<b>41,405</b>	<b>-</b>	<b>60,252</b>	<b>90,948</b>	<b>19,628</b>	<b>-</b>	<b>736</b>	<b>1,739,053</b>	
<b>Operating Expenses</b>											
Personnel Services	227,664	95,257	28,572	11,029	98,668	35,867	35,365	-	32,233	22,586	587,242
Materials & Services	144,041	137,350	19,453	8,330	34,271	25,429	33,582	71,898	66,880	5,794	547,029
<b>Total Operating Expenses</b>	<b>371,705</b>	<b>232,608</b>	<b>48,025</b>	<b>19,359</b>	<b>132,940</b>	<b>61,297</b>	<b>68,947</b>	<b>71,898</b>	<b>99,113</b>	<b>28,380</b>	<b>1,134,271</b>
<b>Operating income/(Loss)</b>	<b>762,724</b>	<b>159,047</b>	<b>(6,620)</b>	<b>(19,359)</b>	<b>(72,687)</b>	<b>29,652</b>	<b>(49,318)</b>	<b>(71,898)</b>	<b>(98,377)</b>	<b>(28,380)</b>	<b>604,782</b>
<b>Other Resources</b>											
Income from other sources	-	-		1,125	-	-	-	23,773	506	3,381	28,785
Grants	-										
Sale of land	-										
Note receivables	-	4,887		200,000	750						205,637
<b>Total Other Resources</b>	<b>-</b>	<b>4,887</b>	<b>-</b>	<b>201,125</b>	<b>750</b>	<b>-</b>	<b>-</b>	<b>23,773</b>	<b>506</b>	<b>3,381</b>	<b>234,422</b>
<b>Other (Uses)</b>											
Capital projects	(49,050)	(66,199)	(42,603)	-	-	-	(733,492)	(51,329)	-	(4,676)	(947,349)
Debt service	-	(36,295)	-	-	-	-	-	-	-	-	(36,295)
<b>Total Other (Uses)</b>	<b>(49,050)</b>	<b>(102,494)</b>	<b>(42,603)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(733,492)</b>	<b>(51,329)</b>	<b>-</b>	<b>(4,676)</b>	<b>(983,644)</b>
Transfers In/(Out)	(41,326)							(99,113)	99,113	41,326	-
<b>Net Cashflow</b>	<b>\$ 672,348</b>	<b>\$ 61,439</b>	<b>\$ (49,224)</b>	<b>\$ 181,766</b>	<b>\$ (71,937)</b>	<b>\$ 29,652</b>	<b>\$ (782,811)</b>	<b>\$ (198,567)</b>	<b>\$ 1,242</b>	<b>\$ 11,651</b>	<b>\$ (144,440)</b>
<b>BUDGET VS ACTUAL PERFORMANCE</b>											
<b>FY 2016-17 Budget</b>											
Operating revenues - Budget	\$ 5,260,000	\$ 1,678,800	\$ 185,550	\$ 600	\$ 141,900	\$ 342,600	\$ 200,900	\$ -	\$ 68,400	\$ -	\$ 7,878,750
Operating revenues - Actuals	1,134,429	391,654	41,405	-	60,252	90,948	19,628	-	736	-	1,739,053
Actuals greater/(Less) than budget	(4,125,571)	(1,287,146)	(144,145)	(600)	(81,648)	(251,652)	(181,272)	-	(67,664)	-	(6,139,697)
	22%	23%	22%	0%	42%	27%	10%		1%	#DIV/0!	22%
Operating expenses - Budget	1,505,700	1,142,200	210,100	118,700	460,800	243,000	297,800	241,900	590,950	395,100	5,206,250
Operating expenses - Actuals	371,705	232,608	48,025	19,359	132,940	61,297	68,947	71,898	99,113	28,380	1,134,271
Actuals (greater)/Less than budget	1,133,995	909,592	162,075	99,341	327,860	181,703	228,853	170,002	491,837	366,720	4,071,979
	25%	20%	23%	16%	29%	25%	23%		17%	7%	22%
Other Resources - Budget	1,000	509,550	-	339,100	24,100	7,050	1,740,000	66,000	500	8,500	2,695,800
Other Resources - Actuals	-	4,887	-	201,125	750	-	-	23,773	506	3,381	234,422
Actuals greater/(Less) than budget	(1,000)	(504,663)	-	(137,975)	(23,350)	(7,050)	(1,740,000)	(42,227)	6	(5,119)	(2,461,378)
Other (Uses) - Budget	258,000	1,504,800	93,000	85,000	112,500	175,700	1,966,100	63,500	-	2,902,000	\$ 7,160,600
Other (Uses) - Actuals	49,050	102,494	42,603	-	-	-	733,492	51,329	-	4,676	\$ 983,644
Actuals (greater)/Less than budget	208,950	1,402,306	50,397	85,000	112,500	175,700	1,232,608	12,171	-	2,897,324	6,176,956
	19%	7%	46%	0%	0%	0%	37%	81%	#DIV/0!	0%	14%
<b>Net Position - Budget vs Actuals @ 25%</b>	<b>\$ (2,783,626)</b>	<b>\$ 520,089</b>	<b>\$ 68,326</b>	<b>\$ 45,766</b>	<b>\$ 335,363</b>	<b>\$ 98,702</b>	<b>\$ (459,811)</b>	<b>\$ 139,946</b>	<b>\$ 424,179</b>	<b>\$ 3,258,925</b>	<b>\$ 1,647,860</b>

# Commission Memo



Prepared by: Michael McElwee  
Date: November 21, 2017  
Re: Potential 2018 Toll Increase

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During consideration of the FY 2017/18 Budget, staff recommended that a toll increase be implemented in early 2018. This recommendation was included in the Adopted Budget contingent upon approval of such an increase.

At the October 3, 2017 regular meeting, the Commission directed staff to initiate an outreach effort to gather public input on the potential increase and to conduct informational outreach meetings with other public agencies. Much of that effort has now been completed and is summarized as follows:

- The Commission held two public hearings, October 17, 2017 and November 7. Approximately 25 people attended and 20 testified.
- Staff presented information and provided handouts to the White Salmon City Council, Hood River County Board of Commissioners and the Hood River City Council. An additional presentation is scheduled with the Bingen City Council.
- Two press releases were prepared prior the hearings and a front-page article about the proposed toll increase was published in the “Hood River News” on October 15. A related article also appeared in the White Salmon Enterprise.
- The “Hood River News” posted the article on its Facebook page, and it generated 124 comments and 206 reactions. The article was shared 131 times.
- The Port posted notifications of the public hearings on its own Facebook page October 16, October 31 and November 7. The October 16 post reached 3,589 people, had 17 reactions, 23 shares, and 10 comments. The October 31 post reached 483 people, had no comments. The November 7 post reached 675 people, had 2 Likes and 1 comment.
- Three new web pages were published in the Bridge section of the Port’s website on October 16: Toll Rates & Capital Upgrades; Bridge Replacement Project Summary; and Proposed Toll Increase Public Comment Form. The Port received 12 public comments via email -- these have been forwarded to the Commission.

Most of the public comments received can be characterized by four broad themes:

1. Uncertainty as to whether the Port really needs the additional funding.
2. Concern as to whether the additional toll revenue would be used solely for the Bridge.

3. A strong preference that existing and any new toll revenue be used primarily/exclusively for a new bridge, not the existing bridge.
4. Concern about the negative financial impact of a toll increase on lower income bridge users.

A draft resolution that would implement a toll increase starting February 1, 2018 is attached. Exhibit 'A' provides the new, staff-recommended toll rates. The November 21<sup>st</sup> meeting is an opportunity for the Commission to discuss the public input received and the draft resolution to give staff direction on this potential action.

**RECOMMENDATION:** Discussion.

**PORT OF HOOD RIVER**  
**Resolution No. 2017-XX-X**  
**DRAFT 11/21/17**

**WHEREAS**, the Hood River-White Salmon Interstate Bridge ("Bridge") is a critical transportation facility in the Mid-Columbia Region, and the Port of Hood River ("Port") must manage, maintain, inspect and operate the Bridge in a safe manner for the long-term use of residents, visitors, and businesses; and

**WHEREAS**, the Bridge is beyond its design life, is functionally obsolete and insufficient for modern vehicle and marine freight configurations, is subject to impacts of heavy trucks, traffic volumes and costs to maintain and operate the facility continue to increase; and

**WHEREAS**, an engineering assessment completed in 2011 and updated in 2017 demonstrated that capital and operational expenditures to keep the existing Bridge in good repair, safe, and operational, will continue to increase significantly; and

**WHEREAS**, in 2016 the Port commenced a sustained effort to construct a new bridge in the next fifteen years and in July 2017 obtained a financial commitment from the Oregon State Legislature to complete a Final Environmental Impact Statement and carry out other pre-construction efforts to identify the most appropriate method for financing and developing of a new Bridge; and

**WHEREAS**, financing the capital and operational costs of the existing Bridge or constructing a new Bridge, whether it is publicly-funded or through a public/private partnership (P3) will need to be partially or wholly funded by Bridge tolls ("Toll" or "Tolls"); and

**WHEREAS**, on June 15, 1993 the Port established a Bridge Repair and Replacement Fund ("Bridge Fund") per Resolution No. 1992-1993-5 to finance studies, engineering, repair projects, and moneys for replacement; and

**WHEREAS**, on December 6, 1994 the Port approved Resolution No. 1994-1995-3 which increased the cash toll from \$.50 per axle to \$.75 per axle, with the sole purpose of additional revenue to fund the Bridge Fund, excepting some restrictive discounted tickets; and

**WHEREAS**, on October 18, 2011 the Port Commission approved Resolution No. 2011-12-1 which increased cash tolls to \$1 and increased the electronic toll to \$.80 effective January 1, 2012 and dedicated the increase to the Bridge Fund; and

**WHEREAS**, the use of revenues derived from the 1994 and 2012 toll increases were limited to (a) payment of Bridge expenditures, including capital projects, maintenance, operations (including direct and overhead expenses), equipment, reserves, financing costs (including debt service), and expenses to promote mass transit use of the Bridge, and (b) expenses associated with borrowings and any bond covenants, authorized by the Port Board of Commissioners; and

**WHEREAS**, the net revenues derived from the 1994 and 2012 toll increases have been transferred to the Bridge Fund and utilized exclusively for those purposes; and

**WHEREAS**, the Port of Hood River Commission finds it is necessary to increase Bridge toll rates to provide additional revenue to meet the increasing costs for repair and capital upgrades to the existing bridge as well as future efforts to replace the Bridge;

NOW, THEREFORE, BE IT

**RESOLVED**, the Port Board of Commissioners hereby adopts and incorporates by reference Attachment 'A' attached hereto, and approves new toll rates listed in Exhibit "A" which shall be effective beginning February 1, 2018;

**RESOLVED**, that the Bridge Repair and Replacement Fund continue as one fund instead of two separate funds, whereby net revenues derived from the 1994, 2012, and 2018 toll increases shall be deposited in this fund and their use limited to (a) payment of any expenditure associated with the Bridge, including, without limitation, capital projects, maintenance, operations (including direct and overhead expenses), equipment, reserves, financing costs including debt service, and expenses to promote mass transit use of the Bridge; (b) payment of any expense (including without limitation payment of debt service, premium costs, and issuance costs) or meeting any other bond requirements (including without limitation coverage and reserve requirements) associated with borrowings authorized by the Port Board of Commissioners; and (c) payment of any expense associated with any activity related to replacement of the existing Bridge with a new bridge including but not limited to engineering, financial feasibility analyses, permitting, advocacy, construction, grant match funding or other debt expenses or debt related expenses, project management, traffic analyses, bid or quote solicitations of any of these, and staff expenses and associated overhead. As used in this resolution, net revenues are defined as earned toll revenues less payment of any expenditure associated with the Bridge or a replacement bridge authorized by this Resolution; and

**RESOLVED**, that this Resolution supplements and modifies the 1993 Resolution and 1994 Resolution; if there is a conflict with the 1993 Resolution or 1994 Resolution the terms of this Resolution shall be followed.

ADOPTED BY THE PORT BOARD OF COMMISSIONERS on this \_\_\_ day of December, 2017.

Attachment 'A'  
2018 Toll Rates

Approved: December \_\_, 2017  
Effective February 1, 2018

**Cash Tolls**

Class 0 Vehicles (Motorcycles)	\$ 1.00
Class 1 Vehicles	\$ 2.00
Class 2 & above Vehicles (per axle)	\$ 3.00

**Electronic Tolls**

Class 0 Vehicles (Motorcycles)	\$ 0.75
Class 1 Vehicles	\$1.00
Class 2 Vehicles (per axle)	\$ 2.00

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# Commission Memo

Prepared by: Michael McElwee  
Date: November 21, 2017  
Re: Bridge Replacement Project  
Administration



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On November 7, 2017, the Commission reviewed the attached organizational diagram and discussed the team of staff and consultants that will be needed to implement pre-development tasks associated with future replacement of the Hood River Interstate Bridge. One key position is the Project Manager who would play a primary role in managing various consultants and carry out essential coordination and communication tasks.

Over the past six weeks, I have been in discussions with various individuals and firms that could play this role. Each would bring relative strengths and potential weaknesses. One individual with whom I have discussed the project with is Kevin Greenwood, who has an impressive background in public project administration and contracting. Mr. Greenwood is expected to attend the Commission meeting to discuss his background. This is an opportunity to become acquainted with Kevin, and for him to understand more about the Commission and this Port's governance approach.

Mr. Greenwood may be a candidate for the Project Manager position in the future, although I am not yet prepared to make a specific recommendation to the Commission.

**STAFF RECOMMENDATION:** Information.



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# HOOD RIVER BRIDGE REPLACEMENT

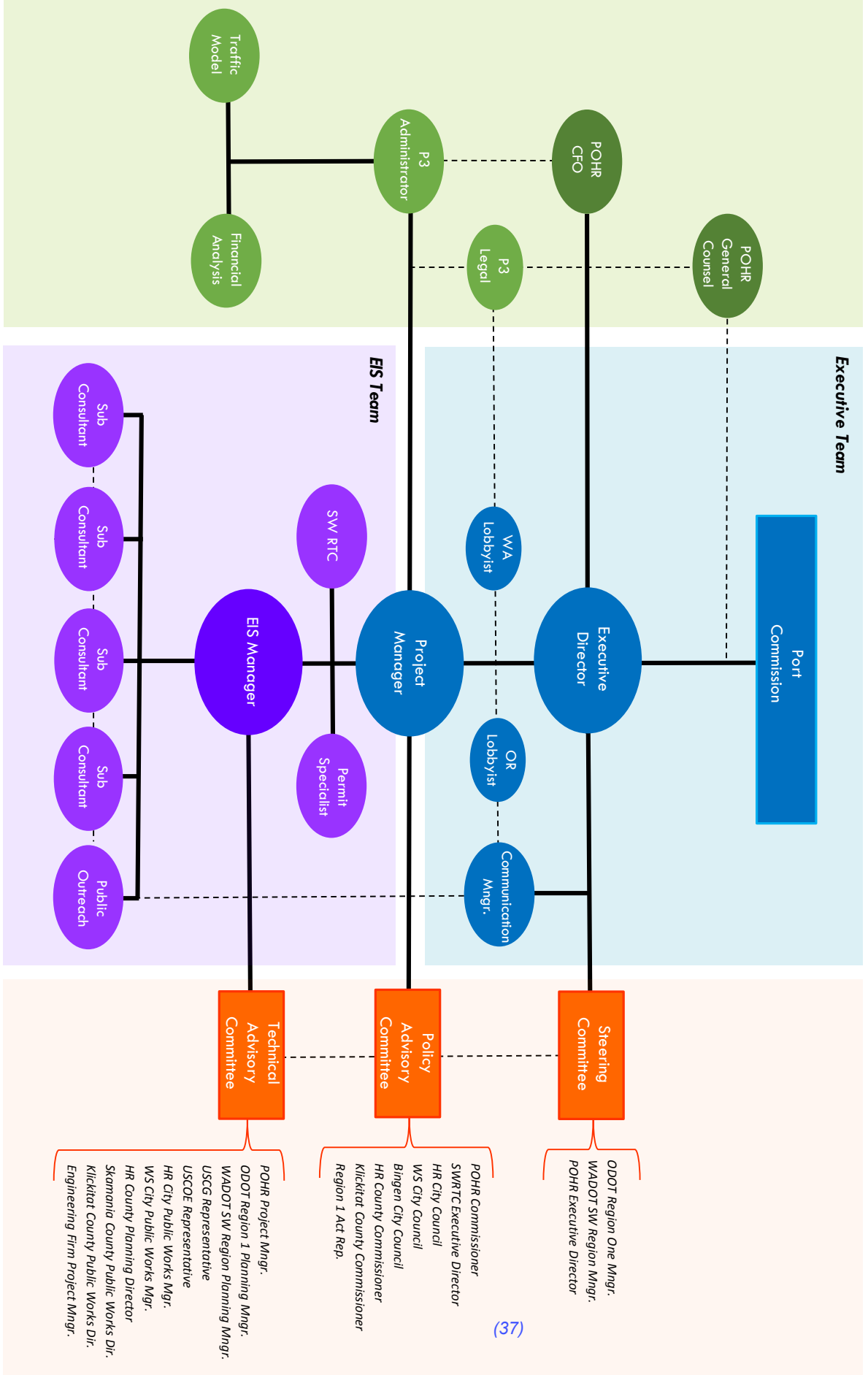
PROJECT ORGANIZATION

Draft 11/16/17

P3 PROJECT CONSIDERATION

PROJECT ADMINISTRATION

PROJECT OVERSIGHT



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# Commission Memo



Prepared by: Michael McElwee  
Date: November 21, 2017  
Re: Executive Director Report

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Michael McElwee will provide an oral report on key project and program activities that have occurred over the past two weeks.

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# Commission Memo



Prepared by: Anne Medenbach  
Date: November 21, 2017  
Re: Hood Tech Corp., Aero Inc. FBO Agreement Extension

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On May 31, 2015, the Port executed a transfer of the Fixed Base Operator (“FBO”) agreement and land lease assignment from Classic Wings to Hood Tech Corp., Aero Inc. (“HTCAI”). The original agreement had a termination date in 2019, however, the new assignment terminated the agreement on December 1, 2017. The reason for this termination date was that HTCAI and the Port were in negotiations regarding development on the north and south sides of the Airport. Anticipating substantial changes as a result of this development, both parties understood that the current FBO agreement would also require changes and a closer deadline was desired by both parties to ensure negotiation for those changes was complete before development began on the north side.

Then, the FAA required an Environmental Assessment (EA) be completed on the north side, which delayed the development timeline by at least a year. Port staff and HTCAI feel that we can get to an understanding of FBO operations on the north side by March of 2018 based on the following:

1. They have been the FBO for nearly 2 years.
2. Both Port and HTCAI have better understanding of how airport development, the agreements, and changes to the north side will impact FBO operations.
3. Schedules and unknowns regarding the EA will be resolved by March.

The attached agreement extension gives both the Port and HTCAI time to finalize not only the FBO agreement, but also the Minimum Standards which tie into their operations. Both documents are in draft form and currently under review.

**RECOMMENDATION:** Approve FBO Agreement and land lease extension with Hood Tech Corp., Aero Inc. through March 1, 2018.

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**AMENDMENT No. 1 TO FIXED BASED OPERATOR AGREEMENT  
AND LAND LEASE TENANT RIGHTS**

Whereas, the Port of Hood River ("Lessor") and Hood Tech Corp., Aero Inc. ("Lessee") entered into a Fixed Based Operator Agreement and a land lease of 3,000sf effective May 31, 2015 ("Agreement"); and,

Whereas, Lessee would like to extend the Agreement to terminate March 1, 2018, and;

Whereas, per the Agreement, Section 4. A, an extension is allowed with written agreement;

Therefore, all parties agree to the following changes to the Agreement:

1. The term shall be extended to a new termination date of March 1, 2018.

Except as modified by this Amendment No. 1, the Agreement shall remain in full force and effect.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017

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

By: \_\_\_\_\_  
Jeremy Young, President



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# Commission Memo



Prepared by: Steve Carlson  
Date: November 21, 2017  
Re: Modifications to Marina Rules and Regulations

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As part of an annual review and update, staff recommends changes to the Marina Rules and Regulations to be implemented in 2018. These changes involve: modifications to insurance requirements, change of payment terms, and clarifications.

With the guidance of Port insurance representative Scott Reynier, the insurance requirements for the Marina have been modified to be attainable by tenants and verifiable by Port staff, to unify current tenant policies and existing insurance requirements.

The existing moorage billing schedule has allowed two payment options, requiring a significant amount of staff time to administer. The new proposed billing schedule gives tenants a single timeframe in which to make payment, after which a late fee is applied followed closely by a Notice of Intent to Terminate. The intent of this change is to concentrate staff collections efforts to a single fiscal quarter.

The Marina Rules and Regulations have historically contained a moorage sublease application and third party clean marina best practices. Both documents have been replaced with hyperlinks. The attached draft shows proposed changes with markup.

**RECOMMENDATION:** Approve 2018 Marina Rules and Regulations.

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**PORT OF HOOD RIVER**  
**201~~87~~ MARINA MOORAGE RULES & REGULATIONS**  
**Effective January 1, 201~~87~~**

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

Tenant agrees to comply with all applicable federal, state, county, city, and Port laws, codes, and ordinances in addition to these Marina Moorage Rules & Regulations. The Port may from time to time modify these Marina Moorage Rules & Regulations. 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.

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

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

The Port of Hood River was certified by the Oregon State Marine Board in 2012 as a "Clean Marina." Annual surveys are submitted and site visits are conducted every three years for recertification. The Port of Hood River Marina was recertified as a Clean Marina in 2015. Clean Marina "Best Management Practices," as attached, shall be observed. [Review the Clean Boater information available from the Oregon State Marine Board here: http://www.oregon.gov/OSMB/boater-info/Pages/Clean-Boater.aspx](http://www.oregon.gov/OSMB/boater-info/Pages/Clean-Boater.aspx)

### **Agreements**

- A Moorage Rental Agreement with the Port will be executed only with the owner of the boat that is to occupy the assigned slip. Leasing of a boat slip by a person who is not a boat owner is prohibited [unless temporary permission is granted by the Marina Manager in limited circumstances](#).
- All boats MUST be moored in the slip assigned to Tenant per Moorage Agreement. All boats shall be tied up in berths or at moorings according to good practice. The **overall length** of the vessel must NOT exceed the assigned slip allowance without Port approval.
- Tenant acknowledges that ~~the~~ Tenant has inspected the assigned slip and is satisfied slip is in good condition and adequate for the safe mooring of Tenant's boat. Each Tenant accepts the Marina and Slip in their present condition.
- The Port reserves the right to relocate Tenants to another moorage slip at any time.
- Contact information provided to the Port by the Tenant shall be kept current at all times, including emergency contact information.
- Boat partnerships must have all parties identified on the agreement, title and insurance coverage.
- No offensive activities shall be carried on by the Tenant at or in the immediate vicinity of the Marina. Tenant shall not engage in any activity that might be dangerous to life or limb nor permit any objectionable noise or odor on Tenant's boat, the Marina, or the premises adjacent to, nor shall anything be done thereon which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the Marina or of the adjoining property. The Port reserves the right in its sole discretion to determine whether an activity is considered "offensive."

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

### **Betterment Lists**

- A "Betterment List" requesting notice of slip vacancies is available for annual Tenants whose accounts are in good standing, i.e., no unpaid balances. At the discretion of the Marina Manager, ~~Tenants~~ on the Betterment List will be contacted ~~by the Marina Manager~~ when a slip becomes vacant and must respond within three (3) business days after offered. If a tenant declines, no response is received or if Tenant fails to move their vessel within the time allowed, the Tenant's right to the Betterment slip will expire. The Tenant will retain their place on the Betterment List. However, if a tenant is offered another Betterment move within twelve (12) months and declines or does not respond they will be removed from the Betterment List. Outside end slips are exempt from Betterment List requests. Date order priority is considered for Betterment List requests.
- No fee will be charged when a Tenant requests a "Betterment" move to a slip with the same length classification. Tenants seeking a boat slip with a different classification should apply for the appropriate "Wait List" and pay an Administrative fee.
- Tenants seeking to be on the Betterment List should contact the Marina Manager.

### **Bulletin Board**

- All notices will be posted by Port of Hood River staff only. Notice requests may be emailed to [marinawaterfront@portofhoodriver.com](mailto:marinawaterfront@portofhoodriver.com); by calling the Marina Manager at (541) 386-~~7263~~0972; 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.

### **Fees**

- Annual Tenants must make payment in full within 90 days of the billing date identified on the statement. A \$35.00 late fee applies to any payment made after 90 days of the billing date identified on the statement. Tenants who have not made full payment within 120 days of the billing date identified on the statement will be considered in default. ~~have two moorage payment options: single payment due by January 31; or half payment due by January 31 with balance paid in full by April 30, plus a \$15 fee. If at least half payment is not received by the Port by January 31, moorage must be immediately paid in full, plus a \$15 fee.~~
- Utility Charges: Water/Garbage – each slip and boathouse Tenant will pay a flat \$5/month fee for water/garbage/recycling that will be billed annually in January. This is a non-refundable fee. Electrical – each slip and boathouse Tenant will pay a minimum of \$5/month for electricity that will be billed annually in January. This is a non-refundable fee. If the electrical usage is more than \$5/month, the overage for actual cost will be billed quarterly.
- Time and materials charges may be charged to the Tenant 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.
- Accessory Watercraft In Water:
  - o Motorized: \$25 per motorized watercraft, per month, unless watercraft is an inflatable used in service of boat and proper registration and insurance is provided.
  - o Non-Motorized: Non-motorized accessory watercraft such as dinghies, kayaks or inflatables, are allowed if secured within the leased footprint within the slip. The Port

has the final judgment on whether any accessory watercraft in the water is too big for the slip. If the Port determines a n accessory watercraft is too big for a Tenant's slip the Tenant must ~~immediate~~immediately remove the watercraft.

- o Non-Motorized (On Walkways or Slip Fingers): Main walkways and slip fingers shall be obstacle-free of boat supplies, accessories, and debris of a Tenant, Tenant guest or visitor. After describing type and manner of installation and receiving written permission from the Port, Tenants may install a storage box in the slip "triangle" so long as it does not extend on to the adjacent walkways or slip fingers.
- o Statements are payable by the Tenant within thirty (30) business days of the statement date.

### Guest Moorage

- No Tenant may allow a guest to moor a boat in the Tenant slip without a Sublease Agreement in effect.
- 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 available for floatplanes in the Marina.

### Hold Harmless

- Tenants agree at all times to release the Port of Hood River from any claim of liability and hold the Port of Hood River harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant, their agents, invitees or employees, and Tenant does specifically acknowledge and agree that the Port of Hood River is not liable under any circumstances for any loss or damage to Tenant's boat, person or property, except as the result of intentional misconduct on the part of the Port of Hood River.
- Port may provide or make available utility services at the Marina; however, Port shall not be liable to Tenants 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.

### Insurance

- Tenants must provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. ~~Tenants whose vessels have fuel capacity of 30 or more gallons shall also provide, as part of the general liability coverage, proof of Pollution Liability coverage to a limit no less than \$100,000.~~
- Floatplane Tenants agree to provide aircraft liability insurance with minimum coverage of \$1,000,000.
- Without exception, the Port of Hood River, 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 Tenant in a form acceptable to the Port. A certificate of ~~said~~ insurance, ~~issued in the name of the Port,~~ shall be provided at the beginning of Tenant's moorage term. The Port shall ~~have the right to~~ receive written notice thirty days prior to insurance cancellation. Failure to provide or keep in force such insurance shall be a Tenant violation of these rules, and default of the Tenant's moorage rental agreement and be grounds for the Port to terminate the Tenant's lease. Insurance must remain in force even when the boat is not occupying the slip.
- The Port is not responsible for any losses or damage to boats in the Marina. Each Tenant will be held responsible for damage that he or she may cause to other boats in the Marina or for damage to any structure. Any boat that may sink in the Marina may require professional salvage at the Tenant's expense, as determined by the Port. If the Port incurs salvage expenses Tenant will promptly reimburse the Port for said expenses.

**Keys/Key Cards**

- Tenants may receive up to two key cards at no charge.
- Tenants may receive a maximum of four (4) cards issued per slip at any given time.
- Tenants shall pay a \$35 non-refundable fee, per additional key card issued after two key cards.
- Damaged or lost key cards will be de-activated and replaced at no charge for the first two replaced cards.
- Key cards will be only issued to Marina Tenants and ~~Sublease Tenants approved by the Port.~~
- South Basin Dock keys, which require payment of a refundable \$50 key deposit per key, shall not be duplicated.

**Liveboards**

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

**Maintenance**

- Boats shall be in a seaworthy condition and not constitute a fire hazard, or present a reasonable risk of sinking. If a vessel is subject to these conditions, it shall be immediately removed from the Marina for repair.
- Port and its agents and employees shall at all times have immediate access to each Tenant's boat while moored at the Marina in case of emergency: including for the purpose of inspection, fighting fires, or remedying or preventing ~~ing~~ ion of any casualty or potential hazard to the boat or the Marina, such as sinking.
- ~~Any alteration of a slip is subject to prior written approval by the Port.~~
- In an emergency situation, primary contact will be made with the Tenant via the emergency contact information on file. If the Tenant cannot be reached, the person they have designated as their emergency contact person will be called. In the event there is no response within 12 hours or if Port staff determines that a boat is in danger of sinking or causing damage to other boats or Port property, the If it is necessary for Port staff or agents to may board a the boat, and stabilize it. The Port and its agents and employees will not be responsible for any damage to the boat. The Port may charge Tenant costs of any Port staff time or contractor time and materials for stabilizing the boat.
- 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 and board the boat only with permission of the Tenant or accompanied by the Tenant.
- Tenant shall be responsible for any and all damage to the Marina, including slip, caused by Tenant's boat or activities.
- No major repairs, as defined by the Port, shall be made to boats while in slips or parking lots. In-water hull scraping or removal of paint below the water line is prohibited.
- All maintenance issues are to be reported to the Port of Hood River office by phone, by email to marina@portofhoodriver.com, or in person to ensure appropriate follow-up of items reported.
- Tenants will be notified 24-hours in advance of any scheduled maintenance work affecting all slips so that the Tenant has the option of being present when the work is done.
- Any alteration of a slip is subject to prior written approval by the Port.

**Notices to Tenants**

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

address stated in the moorage agreement.

### Parking/Special Events

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

### Pets

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

### Safety/Security

- Main walkways and slip finger walkways shall be obstacle-free of boat supplies, accessories or debris. Water hoses and electrical cords shall be neatly coiled when not in use. The Tenant must remove anything from the Marina that does not fit onto the boat or into a locker. Authorization shall be obtained from the Port prior to placement of lockers, chests, dock boxes, cabinets, steps, ramps or similar structures in the Marina. All lockers, chests, dock boxes and cabinets must fit within the triangle space at each slip and must not overhang or be placed in walkways.
- No swimming, diving, fishing, or fish cleaning will be permitted in the Marina.
- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates on moorage walkways or ramps is prohibited.
- Tenants shall accompany children under 16 years and guests at all times. Disorderly conduct by Tenants and/or guests is cause for immediate termination of the Moorage Agreement and removal of the Tenant's boat from the Marina. This includes offensive language and loud and rude behavior to others. The Port shall have sole discretion to determine whether conduct is considered disorderly. Please do your part to maintain a family atmosphere at the Marina.
- Graywater and sanitary waste shall not be discharged in the Marina except at an operable pump-out station, nor will refuse be thrown overboard. Garbage shall be deposited in receptacles supplied by the Port. Hazardous materials, including batteries, oil, paint, etc., shall be immediately removed from the Marina slips and Marina Park by the Tenant.
- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps when cleaning your boat.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- Boats not marked or identified as required by law will not be permitted within the Marina.
- All boats shall be tied up in berths or at moorings according to good practice. Boats shall be



tethered only to the cleats for their assigned slip.

- All mooring lines must be in good condition and not have any visible fraying.
  - Boats must be tied so that no part of the boat or its attachments extends over the walkway.
  - The Marina is a **NO WAKE ZONE**. Boats within the Marina must be operated at a speed less than that which will create a wake.
  - Electrical cords must be kept in good condition and be coiled, with no cords in the water. Tenant must use a proper 30/50 amp cord and plug that is approved for Marina use. Port-approved electrical cords are available for purchase at the Port office.
- 
- The Marina is an area where electrical shock hazards can occur. It is the Tenant's responsibility to insure that electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. **NO SWIMMING** is allowed in the Marina.
  - The Marina's main electrical system is designed to cut the power supply to an individual dock if a low level ground fault is detected. It is critical that each Tenant maintain their vessel's electrical system and connection to the dock pedestal to insure no ground faults occur. If the Port determines that a vessel has tripped the GFI system, the Tenant responsible for the vessel shall be notified and access to the Marina power supply shall be immediately terminated until the Tenant can demonstrate to the Port's satisfaction that the ground fault hazard has been resolved and the vessel's electrical system is in good working order. **NO EXCEPTIONS.**

#### Garbage/Recycling

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

#### Subleasing (See Attached "Sublease Request Form and Agreement")

- Annual Tenants in good standing for a minimum of 12 months may sublease their slip to another boat owner for a maximum sublease term of 12 months. A sublease of less than 30 days will not be permitted. Without exception, all subleases must have Port approval. Any agreement by a Tenant to sublease a slip without Port approval is a violation of the lease and may result in Lease termination.
- A sublease may be approved for a time period up to an additional 12 months if special circumstances exist such as an extended voyage. To obtain the sublease extension, the tenant must submit a written request detailing the need for an extension prior to the end of the 12-month term, make payment for all fees (moorage, special assessment, utilities) in advance prior to the start of the extended term, and receive Port approval. A sublease for an extended term may be offered to a Wait List person at the Port's discretion. Monthly Payment of a moorage fee to a Tenant by the sublessee cannot exceed 1/12 of the annual moorage paid by the Tenant. All sublease payments are to be handled between sublessor and sublessee. Sublessor shall provide gate card(s) to Sublessee.
- The sublessee's vessel shall not occupy the slip until ALL required information and payment of an administrative fee has been provided to the Port by the Tenant, the sublessee has met with the Marina Manager to review Marina Moorage Rules & Regulations, and the sublease has been

approved by the Port.

- [Sublease Application available here:](#)

### Slip Transfers

- ~~If a Tenant sells their boat and boat is not replaced by the Tenant with a boat acceptable to the Port, Tenant's moorage term will terminate, provided the Port may allow the party who buys the Tenant's boat to lease the slip for a maximum of 6 months.~~ Slips are not transferable. If a tenant sells their boat, the port may allow the purchasing party the opportunity to rent the slip for a maximum of 6 months from the date of purchase. The new owner may be added to the Wait List for a \$100 non-refundable administrative fee if they so choose. ~~No later than 6 months after the purchase of Tenant's boat, the new owner will need to find other accommodations.~~
- Once the new owner vacates the slip, the slip will be offered to the next person on the Wait List UNLESS the vacated slip is a "Betterment" move; i.e. an eastside slip. A tenant would then be offered the Betterment move and the slip that then opens will be offered to the next person on the Wait List.

### Termination

- A Tenant who wishes to voluntarily terminate their moorage tenancy before the end of the term shall notify the Port in writing not less than 60 days prior to the Tenant's proposed termination date. After a termination request is received, the Port shall attempt to re-lease the slip for the remainder of the term to someone else. The Tenant will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for ~~three~~two full calendar months following the month in which notification is received by the Port. After that date, or if another boat owner agrees to execute a lease for the Tenant's slip and signs and provides lease documents satisfactory to the Port, the Tenant's lease shall be terminated and the Tenant shall receive a prorated refund of prepaid moorage from the date that a new tenant occupies the slip or three months after the Tenant's written termination notice is received by the Port, whichever is earlier. The Special Assessment is not refunded due to the Tenant already having received the benefit of the capital improvement.
- ~~Tenants selling boats do not have the authority to transfer moorage slips, key cards, or annual payments to new owners. "For Sale" signs may be posted in the bulletin board at the ramp gate.~~
- If the moorage agreement is terminated because the Tenant is in default the Tenant will receive written notification via email and/or US Postal service mail sent to the address stated in the Moorage Agreement.

### Defaults

- Failure to pay moorage rental as per the moorage agreement or any other Marina fees or charges within ten (10) days after Port written notice is sent to Tenant.
- Failure of a Tenant to comply with any of the terms or conditions of any Port Marina rule or regulation within ten (10) days after written notice from the Port is sent. If such noncompliance cannot be cured within ten (10) days but may be cured within a short time thereafter, the Tenant may apply for and receive approval from the Port Executive Director for an extension of time, or not, in the Port's discretion
- If the default is not remedied the Port may:
  - Terminate the moorage and re-lease the slip.
  - Recover any unpaid rent, charges or fees and any of Port's direct costs including staff and damages, plus pay the Port's attorney's fees, if any, before suit, after suit is filed and on appeal.

- Take possession of the boat, its apparel, fixtures, equipment and furnishings, and retain possession at the Marina or elsewhere until all charges then owing, and all charges arising thereafter are fully paid, and all violations of the terms of any moorage agreement or Port moorage rules and regulations have been cured, or if not cured dispose of the boat and items the Port has taken possession of
- These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.
- If a past-due payment default is cured, the tenant may be required, at the Port's discretion, to make a single payment by January 31 of the following moorage year.

### **Unauthorized Moorage**

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

The boat, boathouse or floatplane and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the Marina or elsewhere, until all charges then owing and all charges which shall thereafter accrue are fully paid and all violations of Port moorage rules and regulations are cured. These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.

### **Wait List**

- A \$100 administrative fee is charged to be on a moorage Wait List. This fee is non-refundable and not applied to moorage. A separate administrative fee shall be paid to be on multiple lists. 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. The slip(s) 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. The slip will be offered to the respondent listed highest of the three people that were contacted. The other individuals will maintain their current standing on the Wait List.
- Within fifteen (15) days of the acceptance of an offer, the Wait List person must enter into a signed lease and make a payment for the prorated moorage. If the prospective tenant 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 would like to remain on the Wait List, his or her name will be moved to the bottom of the 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 within a 12-month period 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 would be required to pay another \$100 administrative fee and their name will be placed according to the date the form is received.
- If a slip becomes available for sublease, the Port will notify Wait List persons unless a Tenant has identified a boater who meets all sublease requirements.
- [Waitlist Application available here: https://portofhoodriver.com/product/marina-wait-list-entry/](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 moorage agreement requirements and of performance of the terms and conditions of these Port Marina moorage rules and regulations.

**CLEAN MARINA BEST MANAGEMENT PRACTICES (Oregon State Marine Board)****ENGINES AND BILGES**

- Use absorbent bilge pads or socks to soak up oil and fuel
- Recycle and/or dispose of petroleum products properly
- Dispose of used oil filters properly and make sure they are thoroughly drained
- Do not discharge bilge water if there is a sheen to it
- Do not dispose of any fuels or used oil in the marina's dumpsters
- Contact the Moorage office for the nearest oil recycling locations

**PAINTING AND VARNISHING**

- It is prohibited to do any in-water hull scraping or any process that occurs underwater which removes paint from the boat hull
- Limit the amount of open solvents or paints on dock to one gallon or less
- Always mix paints and epoxy over a tarp
- Always use a drip pan and/or drop cloth (tarp) when painting
- Spray painting is not allowed within the marina
- Do not dispose of paints or solvents in the marina's dumpster

**SURFACE PREPARATION**

- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps
- Liberally use tarps to capture all scrapings, debris and drips or use a vacuum sander
- Stretch tarps between the side of the boat and the dock when working over the water

**SEWAGE**

- Untreated sewage should never be discharged directly overboard
- Store sewage in holding tanks and dispose of properly at pump-out stations
- Ensure Marine Sanitation Devices (MSD's) Type I and II systems are working properly and discharge the treated waste only when your boat is underway (in coastal waters and rivers navigable from the ocean). Do not discharge any MSD while moored in the marina or at any time on inland lakes and reservoirs.
- Type III MSD's are NOT treatment systems; they are only holding tanks and are always required to use pump-out stations
- Use shore-side facilities as often as possible

**SOLID WASTE DISPOSAL**

- Pets must remain on a leash at all times and immediately pick up after your pet and dispose of the waste in a garbage receptacle
- All solid fish waste must be disposed of into garbage receptacles as it is illegal to dispose of fish carcasses in Oregon waterways
- Dispose of all garbage in the proper shore-side receptacles
- Recycle all plastics, newspapers, cardboard and aluminum in appropriate receptacles

\* No open burning is allowed in the marina from petroleum-containing waste or garbage that would generate black smoke or noxious fumes.

ALL HAZARDOUS WASTE MUST BE DISPOSED OF PROPERLY. CONTACT THE MARINA OFFICE FOR MORE INFORMATION AT: (541) 386-1645

**Thank you for helping us to protect the environment and keep a clean and enjoyable facility!**

Tenant and Sublessee(s) to complete and sign form and return to the Port of Hood River Office for approval. Port shall approve or deny request within a period of ten (10) business days from receipt. Sublease does not take effect until approved by the Port.

**SUBLEASE REQUEST FORM AND AGREEMENT**

**Tenant Section**

Printed Name: \_\_\_\_\_ Slip \_\_\_\_\_

Sublease Dates: from \_\_\_\_\_ to \_\_\_\_\_

Gate/Restroom Cards Provided to Sublessee: TO BE PROVIDED BY SUBLESSOR

Insurance Policy Dates: from \_\_\_\_\_ to \_\_\_\_\_

Payment of a moorage fee to a Tenant from the sublessee cannot exceed 1/12 of the annual moorage paid by the Tenant.

**Tenant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Sublessee Section**

Printed Name: \_\_\_\_\_ Insurance Agent: \_\_\_\_\_

Address: \_\_\_\_\_ Agent Phone Number: \_\_\_\_\_

Home or Cell Number: \_\_\_\_\_ Marine Board Registration Decal: \_\_\_\_\_

Email Address: \_\_\_\_\_ Powerboat \_\_\_\_\_ Sailboat \_\_\_\_\_ Fuel Capacity \_\_\_\_\_

Name of Emergency Contact: \_\_\_\_\_ Boat Length: \_\_\_\_\_ Boat Width: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_ Primary Colors: \_\_\_\_\_

Is vessel co-owned: Yes \_\_\_\_\_ No \_\_\_\_\_ Boat Name: \_\_\_\_\_

Marina Rules & Regulation have been read (available on Port website at portofhoodriver.com/marina)

**Sublessee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Vessel Co-owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home or Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Marina Rules & Regulation have been read (available on Port website at portofhoodriver.com/marina)

**Co-owner Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**FOR PORT USE ONLY:**

- ~~Tenant's account is in good standing.~~
- ~~Ownership documentation provided by sublessee (title, marine board registration).~~
- ~~COI for \$500,000 watercraft liability; \$100,000 for fuel spill liability.~~
- ~~Port is certificate holder.~~
- ~~Port is named Additional Insured.~~
- ~~\$100 administrative fee paid by Tenant.~~
- ~~Meeting scheduled with Sublessee to review Marina Rules & Regulations~~

**DATES APPROVED:** \_\_\_\_\_ **TO** \_\_\_\_\_

**FOR THE PORT OF HOOD RIVER by:** \_\_\_\_\_ **Date** \_\_\_\_\_

1000 E. Port Marina Drive, Hood River, OR 97031 — (541) 386-1645 — marina@portofhoodriver.com — www.portofhoodriver.com

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# Commission Memo

Prepared by: Steve Carlson  
Date: November 21, 2017  
Re: Modifications to T-Hangar Lease Billing  
Terms



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As part of a standard contract review and update, staff recommends changes to T-Hangar Lease Agreement payment terms at the Airport. The existing T-Hangar billing schedule has allowed three payment options, requiring significant staff time to administer. The proposed new billing schedule gives tenants a single time frame in which to make payment after which a late fee is applied, followed closely by a Notice of Intent to Terminate. The intent of this change is to concentrate staff collections efforts to a single fiscal quarter.

**RECOMMENDATION:** Approve 2018 T-Hangar standard lease agreement and new billing schedule.



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**PORT OF HOOD RIVER  
KEN JERSTEDT AIRFIELD**

1000 E. Port Marina Drive  
Hood River, OR 97031

Phone: (541) 386-1645 FAX: (541) 386-1395 Email: porthr@gorge.net

**T-HANGAR LEASE AGREEMENT**

**Effective Date:**

**Hangar Number:**

**Term/Automatic Renewal.** The undersigned ("Tenant") agrees to lease the Hangar Number location listed above at the Port of Hood River Ken Jernstedt Airfield ("premises" or "hangar"), to comply with all terms of this Agreement, and to abide by the ordinances, and applicable rules and regulations of the Port of Hood River ("Port"). The hangar shall be used for the storage of only one aircraft owned or leased by Tenant. Tenant shall provide written proof of aircraft ownership or lease interest to the Port upon request. This Agreement shall be considered in effect on and after the Effective Date stated above ("Effective Date"), provided the Port and Tenant both sign this Agreement. This Agreement shall remain in effect during the Effective Date calendar year, unless terminated earlier as provided in this Agreement. 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 that calendar year unless: (1) notice is given by the Port or Tenant prior to December 1 that the Agreement will be terminated, or (2) the Port notifies Tenant that the Agreement may be renewed subject to Tenant signing a new Agreement or Agreement amendment. A condition of Agreement renewal may be that Tenant has fully complied with the terms and conditions of this Agreement, or that Tenant provides adequate assurances satisfactory to Port of future compliance. The Port reserves the right to terminate the automatic renewal of this Agreement prior to December 1 of any year, for any reason.

**Charges.** Tenant has received, read, and agrees to pay applicable charges described in the Port's T-Hangar Rate Schedule, in effect on the Effective Date stated above. Tenant also agrees to pay new or revised T-Hangar charges adopted by the Port hereafter. If charges for annual tenancies are changed, the new charges payable by Tenant shall take effect on the next January 1 after being posted on the Port's website at [www.portofhoodriver.com](http://www.portofhoodriver.com), or a later date if so specified by the Port. ~~Payments may be made in advance on the first day of January (annual, semi-annual and quarterly payments), April (quarterly payment), July (semi-annual and quarterly payments), and October (quarterly payment). Charges not paid within ten days of its due date shall constitute a breach of this Agreement and may be cause for termination.~~ **Annual Tenants must make payment in full within 90 days of the billing date identified on the statement. A \$35 late fee applies to any payment made after 90 days of the billing date identified on the statement. Tenants who have not made full payment within 120 days of the billing date identified on the statement will be considered in default of the T-hangar Lease Agreement.**

**Insurance.** Tenant shall provide the Port with a Certificate of Insurance for Airport Premises Liability with the following coverage provided: minimum limits of \$1,000,000 CSL (combined single limit). The policy shall be issued in the name of the Port of Hood River, who shall also be named as Additional Insured, with the right to receive at least 30 days prior written notice of insurance cancellation and notice of renewal. Failure to provide or keep in force such insurance shall be construed as a default of the T-Hangar agreement and is cause for termination of the Agreement.

**Location.** The premises leased shall be the hangar number location at the Ken Jernstedt Airfield property, together with reasonably necessary rights of access across Port's adjoining areas. Access to "A" and "B" Hangars will be from the north access road only. Access to "C" Hangars will be from the south access road only. Crossing an active runway and taxiway by vehicle to access north or south hangars is a violation of this Agreement.

**Access.** Tenant shall use only the hangar padlock and key provided by the Port to access the premises. Use of this lock is mandatory and is provided at the direction of the West Side Fire Department Fire Marshal. Replacement of this lock will be a violation of this Agreement with the Port, and a violation of the Fire Marshal's requirement. Tenant accepts as a condition of this Agreement Port's and the Fire Marshall's right of access to the hangar premises. Port will generally provide at least 24 hours' notice to Tenant if non-emergency access is needed for inspection or other reasons, but may provide less notice in the Port's discretion.

**Maintenance.** Port will maintain the structural components of the hangar including the doors and door mechanisms. Tenant shall be responsible and liable for any damage to the hangar caused by or related to Tenant's use or use of any Tenant invitees, including but not limited to, bent or broken interior and exterior walls or ceilings, damage to doors and door mechanism, damage to unsealed floors due to fuel or oil spilling, and damage due to improper or negligent use of the premises. Tenant is required to equip and maintain a metal drip pan under the engine of the aircraft in the hangar. Tenant shall not allow the premises to be in or remain in such a condition as would constitute a fire hazard.

No maintenance of the stored aircraft shall be conducted in the hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Oily rags and similar materials shall be stored in metal, metal-lined or other approved containers equipped with tight-fitting covers. Combustible rubbish shall be removed from the premises daily.

**Liability.** The Port hereby expressly disclaims any and all liability for damage to aircraft or any other items stored or placed in or about the hangar. Tenant shall be liable for any damage to Port's property or to aircraft arising from Tenant's negligence, including but not limited to the carrying on of unauthorized activities in the hangar.

**Unauthorized Activities.** Tenant may not park automobiles in the hangar. Parking is to be confined to designated automobile parking areas only. Tenant agrees that no commercial activities will be conducted on Port airport property, including the premises, without the express approval of the Port. This includes, but is not limited to, aircraft rental, charter, leasing, flight instruction, aerial survey work or photography work. Hangars are not to be used for material storage unrelated to aviation. Material expressly prohibited includes, but is not limited to, the following: motor vehicles, ammunition, snowmobiles, chainsaws, motor homes, travel trailers and recreational gear.

**Safety.** Flammable and combustible liquids shall not be dispensed into or removed from the fuel system of an aircraft within the aircraft hangar. Quantities of flammable and combustible liquids used for maintenance purposes shall not exceed 10 gallons stored in safe, approved containers. Aircraft, engines and parts of aircraft shall not be cleaned with a flammable liquid in the premises or within 50 feet of another aircraft, building or other hangar. Open flames, flame-producing devices and other sources of ignition are not permitted. Aircraft engines shall not be run in the hangar. Use of combustible materials for minor maintenance purposes requires Tenant to provide at a minimum, a 10 pound, 2A-10BC extinguisher for the premises. This extinguisher will be securely mounted near the premises entry. ABC type extinguishers should not be used on aircraft due to their corrosive nature.

**Sub-Leasing Prohibited.** The hangar shall not be sub-leased by Tenant nor shall this Agreement or any rights to use the hangar be assigned without the express written approval of the Port, which may be granted or denied in the Port's discretion. Storage or parking of aircraft not owned by or leased by Tenant shall be construed as a sub-lease and shall be grounds for termination of this Agreement.

**Termination.** This Agreement may be terminated by Tenant upon thirty (30) days' written notice, in which case the Port will refund prepaid rental for the remaining months of this Agreement, excluding rent payable through the month of termination which the Port shall be entitled to keep.

Port may terminate this Agreement upon the occurrence of any of the following which shall constitute a breach of this Agreement by Tenant: (a) Rent not paid within ten (10) days of its due date; (b) Tenant has failed to comply with any condition of this Agreement and has not reasonably corrected the deficiency after not less than ten (10) days' notice by Port. In the event of such a breach, Port shall notify Tenant of the termination in writing. Port shall be entitled to keep rent owed through the month the lease is terminated. Tenant shall have three (3) days after the date of the Port's notice terminating the Agreement to remove the aircraft from the hangar, after which Tenant shall be considered a hold over tenant in breach of this Agreement, who shall be responsible to pay rent and comply with all Agreement terms during Tenant's hold over occupancy, prior to being legally evicted or vacating the premises voluntarily. In addition to the Port's right to terminate this Agreement, the Port shall have any other available legal remedy to enforce the terms of this Agreement.

**Hold Harmless.** Tenant shall conduct their activities under this Agreement at Tenant's own risk, and shall defend, hold harmless and indemnify the Port of Hood River, its Commissioners, agents, officers and employees from any and all damages, demands, suits and actions whatsoever resulting from or because of any damage to property, or injury or death to any person(s) arising out of Tenant's or Tenant's invitee's negligent construction, maintenance, repair, alteration, operations, control or use of the premises, or any breach of terms of this Agreement.

**Security.** Tenant agrees to abide by and cooperate with Port in the enforcement and implementation of applicable FAA or Port airport security regulations and measures. Security of the hangar itself shall be the responsibility of Tenant. Port shall have the right of reasonable access to the hangar for general inspection and access in the event of an emergency with the Port to be the sole determiner as to whether or not an emergency exists and whether or not it is necessary for the Port to enter the leased premises, without prior notice. Tenant agrees to keep the doors to the hangar closed whenever possible. Tenant agrees not to unreasonably interfere with the use by others of an adjacent hangar.

**Excesses.** The parties agree that the Port may impose an extra charge over and above the rental herein specified for any abnormal amounts of electric power utilized by the Tenant. The Port shall be the sole determiner as to what constitutes an abnormal amount of power. Such charges shall be paid within ten (10) days' written notice to the Tenant by the Port of the imposition of said charges.

**Enforcement.** If a legal action is brought to enforce this Agreement, the prevailing party shall be entitled to receive attorney's fees and court costs at trial and on appeal.

All payments due under the terms of this Agreement shall be payable to the PORT OF HOOD RIVER at its office at 1000 E. Port Marina Drive, Hood River, OR 97031.

**FAA Requirements.**

1. Tenant for Tenant, Tenant’s heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on or at the premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits (“facilities”), Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. Tenant for Tenant, Tenant’s heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**Prior and Future Agreements.** Any agreement in effect between Tenant and the Port concerning the premises on December 31, 2013, is extinguished after that date, and replaced by this Agreement if this Agreement is signed by the Port and Tenant. 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 Tenant of the new Agreement terms by December 1 prior to the following January 1.

**Time of Performance; Non-waiver.** Time is of the essence of payment dates and performance obligations required by this Agreement. Waiver by the Port of strict performance of any provision of this Agreement shall not be a waiver of the Port’s right to require strict performance of the same or a different provision in the future.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Hangar Tenant Signature:**\_\_\_\_\_

**Port of Hood River Signature:**\_\_\_\_\_

***Please sign and date above; provide full information as requested below; and then return all pages to the Port of Hood River.***

***Please complete the following information.  
The Port will not sign the Agreement without this information.***

Name: \_\_\_\_\_ Airplane Make: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Model: \_\_\_\_\_  
FAA (N Number) Registration: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Insurance Agent Name/Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Emergency Contact Name/Phone: \_\_\_\_\_

*Is this aircraft owned and/or operated by a partnership, including flying clubs? Yes\_\_\_ No\_\_\_*

*If yes, please include the names, addresses, phone numbers, and email addresses of all partners below:*

**Port-issued padlock with two keys (# \_\_\_\_\_)**

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# Commission Memo



Prepared by: Michael McElwee  
Date: November 21, 2017  
Re: Hood River Bridge Lift Span

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At the August 8, 2017, regular meeting the Commission approved a contract with Stafford Bandlow Engineering, Inc. ("SBE") to carry out inspections of the lift span drive motors and skew system on the bridge to plan for rehabilitation and upgrade projects next year that would improve reliability. These items were in the Adopted FY 17/18 budget.

In late November, the bridge control room and tower incurred considerable damage from vandalism. Emergency inspections and repairs were required over several weeks. The lift span was non-operational during this time. As the Port's engineer for the bridge mechanical and electrical systems, SBE was retained to carry out this emergency inspection and repair work under their current contract.

The total cost of SBE's work was \$29,780. Staff recommends amending the original contract to include this cost, plus provide an additional \$6,000 for possible unanticipated tasks associated with the lift span that may be necessary.

**RECOMMENDATION:** Authorize Amendment No. 1 to contract with Stafford Bandlow Engineering, Inc. for emergency and on-call services associated with the Hood River Bridge not to exceed \$35,780.



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**AMENDMENT NO. 1  
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 1 to the Personal Services Contract ("Contract") is entered into this **21st day of November, 2017** by and between Stafford Bandlow Engineering, Inc. ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

**RECITALS:**

WHEREAS, Contractor and Port entered into a Contract dated August 8, 2017 for engineering services associated with the Hood River Bridge Lift Span ("Project") for an amount not to exceed \$50,000 plus reasonable reimbursable expenses; and

WHEREAS, the Port requested that emergency inspection and repair services be performed by Contractor following damage that occurred to the lift span from acts of vandalism on or about September 22, 2017 and the work was subsequently completed for a total amount of \$23,260 in direct labor costs and \$6,520 in indirect costs for a total of expected final invoiced amount \$29,780; and

WHEREAS, the Port anticipates that additional, engineering services, not to exceed \$6,000 may be required in the future when specifically requested by Port staff; and

WHEREAS, all terms used in this Amendment No. 1 have the meaning given to them as in the original Contract, except as amended hereby.

NOW THEREFORE, Port and Contractor agree to increase the contract amount by **\$35,780** for a total contract amount not to exceed **\$85,780** plus reasonable reimbursable expenses.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed the day and year first above written.

**Stafford Bandlow Engineering, Inc.**

**Port of Hood River**

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Paul Bandlow, P.E.  
Principal

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Michael S. McElwee  
Executive Director

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