



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, November 1, 2022

Port Conference Room

1000 E. Port Marina Drive, Hood River

1. Call to Order – 5:00 p.m.
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit)
2. Consent Agenda
 - a. Approve Minutes from the October 18, 2022 Regular Session (*Patty Rosas, Page 3*)
 - b. Approve 2023 Event Rate Schedule (*Daryl Stafford, Page 9*)
 - c. Approve 2023 Schedule of Parking Rates & Charges for Waterfront Parking (*Daryl Stafford, Page 13*)
 - d. Approve 2023 Marina Rules and Regulations and Marina Moorage Lease Rate Schedule (*Daryl Stafford, Page 19*)
 - e. Approve 2023 T-Hangar Lease Rate Schedule (*Greg Hagbery, Page 49*)
 - f. Approve Lease with CG Operations LLC in the Timber Incubator Building (*Greg Hagbery, Page 51*)
 - g. Approve 22/23 Parking Permits with Mt. Hood Meadows and Columbia Area of Transit for Guest Parking Use at Event Site and for Employee Bus Parking on E. Portway Ave (*Greg Hagbery, Page 65*)
3. Informational Reports
 - a. Bridge Replacement Project Update (*Michael Shannon, HNTB, Page 75*)
4. Presentations & Discussion Items
 - a. Load Rating Presentation, Mark Libby, HDR Engineering (*John Mann, Page 79*)
 - b. City of Hood River Easement Request Presentation (*Greg Hagbery, Page 81*)
5. Executive Director Report (*Kevin Greenwood, Page 87*)
6. Commissioner, Committee Reports
7. Action Items – None
 - a. Approve Contract with James Dean Construction not to exceed \$313,061 for stormwater project on Portway Ave. (*John Mann, Page 91*)
8. Commission Call
9. Confirmation of Commission Directives to Staff

10. Executive Session under ORS 192.660 (2)(e) real estate negotiations; ORS 192.335(9)(a); and 192.660(2)(f) to consider information or records that are exempt by law from public inspection.
11. Possible Action

12. Adjourn

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

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

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

5:00 p.m.
Regular Session

PRESENT: Commissioners: Kristi Chapman, Mike Fox, Hoby Streich, and Heather Gehring (arrived at 5:07 p.m.).
Legal Counsel: Anna Cavaleri and Joyce Brake. From Staff: Genevieve Scholl, Kevin Greenwood, Greg Hagbery, Michael Shannon, and Patty Rosas. Guests: Scott Phelan, Lance Larivee, Tom Cody, Christopher Jones

ABSENT: Ben Sheppard, Daryl Stafford, John Mann

MEDIA: None

1. CALL TO ORDER: Vice President Kristi Chapman called the meeting to order at 5:04 p.m.

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

1) Start meeting with Action Item 7(a) to approve Resolution 2022-23-2

b. **Public Comment:** Lance Larivee, Hood River resident, is seeking a 3-year lease option for Marina Green to transform the lot into a turf field for a variety of user groups.

2. CONSENT AGENDA:

a. Approve Minutes from October 4, 2022 Regular Session

b. Approve Lease with Chief Consulting in the Timber Incubator Building

c. Approve Amendment No. 2 to Lease with Columbia River Acupuncture in the Marina Park #1 Building

d. Approve Accounts Payable to Jaques Sharp in the Amount of \$19,062.14

Motion: Approve consent agenda

Move: Hoby Streich

Second: Mike Fox

Discussion: None

Vote: Unanimous

MOTION CARRIED

3. INFORMATIONAL REPORTS:

a. **Bridge Replacement Project Update** – Kevin Greenwood, Executive Director, reported that the October 14 legislative meeting was a success. There were 17 Washington legislators and about 15 Oregon legislators that attended the meeting. Greenwood thanked Commissioner Kristi Chapman for coordinating the event.

Michael Shannon, Project Manager, noted that geotechnical work for the bridge replacement project is getting ready to start. Commissioner Mike Fox commented that legislator meetings are underway. There have been approximately 9 meetings with Oregon legislators thus far. Greenwood added that there were some requests to have a smaller legislative meeting such as the one on October 14 in Salem during the session. Greenwood also suggested presenting something during the Gorgeous Nights event.

Anna Cavaleri noted that the legal counsel is still reviewing the 2nd draft of the Commission Formation Agreement (CFA). Legal counsel has not reviewed the report regarding the Primary Place of Business (PPB) or local nomination appointments for the Bi-State Bridge Authority (BSBA).

Commissioner Fox commented that at the last Bi-State Working Group (BSWG) meeting there was consensus to conduct a public outreach event to get input from the community on the PPB.

4. PRESENTATION & DISCUSSION ITEMS:

- a. **Bridge Fracture Critical Inspection Report & Load Limit Update** – Greenwood introduced Mark Libby of HDR Engineering for an overview of the load rating analysis and proposed maintenance work based on the recent bridge inspection report. Libby reported that the supplemental load rating now requires no additional rehab work due to the presence of splice plates in Span 3. Commissioner Fox asked how Libby’s findings relate to the recent sufficiency rating at 6. Libby replied by clarifying the meaning of the term, explaining that the sufficiency rating is tied to the broad, federal inventory rating on the bridge. The sufficiency rating compares a bridge to what the current design criteria is for a highway bridge and added that a 100-year-old bridge will never meet those criteria.

Libby has identified two bridge repair projects. The first project includes repairs such as replacement of loose bolts, chord splices, patching void pockets in piers as well as cleaning and sealing cracks in pier tops. Libby anticipates the overall cost of the maintenance repairs to be \$200,000 and expects 1-2 weeks of night closures. The second project is underwater pier repairs that is estimated at \$300,000 to complete.

Shannon asked for a brief overview of the process for repainting the bridge. Libby replied that repainting the bridge would require several multimillion dollar projects. Commissioner Fox asked if repainting the bridge could be postponed for another 8 years. Libby believes that it is possible but the problem areas with corrosion or material build up would need to be addressed. There was consensus from the Commission to add an additional action item to conduct a paint inspection for the purpose of producing a scope of work.

5. **EXECUTIVE DIRECTOR REPORT:** Greenwood reported that they have received one response packet for legal counsel services RFQ, and it is possible that another firm will be submitting a packet as well. The Finance Director recruitment deadline is October 30 and only 3 applications have been received.

6. Commissioner, Committee Reports:

- a. **Pacific Northwest Waterways Association (PNWA)** – Commissioner Fox reported that he attended the PNWA convention last week. Some of the items discussed at the convention were the use of Tax Increment Area, EPA geographic grant opportunities, river cruise industry, and the Inflation Reduction Act. Commissioner Fox believes that some of these things could be implemented at the Port and suggested a work session with the Chamber of Commerce, Parks and Recreation and other community members to discuss these and other options. Commissioner Fox also provided an update on the I-5 bridge and noted that this project is far more complex than the Hood River Bridge Replacement project. The I-5 project is moving back into supplemental EIS because of significant changes to configuration and will take several more years for completion.

7. ACTION ITEMS:

- a. **Approve Resolution 2022-23-2 Authorizing Bank Account Signatories.**

Motion: Approve Resolution No. 2022-23-2 Authorizing Kevin Greenwood, Ben Sheppard, Kristi Chapman, Hoby Streich, Heather Gehring, and Genevieve Scholl as signatories for Port bank accounts.

Move: Hoby Streich

Second: Mike Fox

Discussion: None

Vote: Unanimous

MOTION CARRIED

- b. **Approve Amendment No. 1 to Contract with HNTB for Consulting Services Related to Bridge Replacement.** Greenwood noted that the BSWG recommends Commission approval of this Amendment.

Motion: Approve Amendment No. 1 to Contract with HNTB for consulting services related to bridge replacement.

Move: Heather Gehring

Second: Mike Fox

Discussion: None

Vote: Unanimous

MOTION CARRIED

- c. **Approve Issuance of Request for Developer Interest for the N. Apron at the Airport.** Anna Cavaleri of legal counsel noted that the RFDI does not state anything with regards to being compliant with FAA requirements and recommends that suggested language be added. Cavaleri also commented that the only way for this arrangement to be reasonable and compliant with public contracting laws is if it's a long-term ground lease.

Motion: Approve issuance of a Request for Developer Interest for the N. Apron at the Ken Jernstedt Airfield subject to legal review.

Move: Heather Gehring

Second: Mike Fox

Discussion: None

Vote: Unanimous

MOTION CARRIED

- d. **Approve Task Order No. 2 with Precision Approach Engineering for Phase 1 (Design & Bidding) Services for the AWOS Replacement Project at the Airport Not to Exceed \$84,650.**

Motion: Approve of Task Order No. 2 with Precision Approach Engineering for Phase 1 – Design and Bidding services for the AWOS replacement project at Ken Jernstedt Airfield, not to exceed \$84,650.

Move: Hoby Streich

Second: Mike Fox

Discussion: Commissioner Hoby Streich requested that the AWOS replacement be upgradeable and detects smoke.

Vote: Unanimous

MOTION CARRIED

8. COMMISSION CALL:

- a. Commissioner Fox suggested that the Commission start thinking about the November Planning meeting and provide discussion items to Port staff.
- b. Commissioner Streich requested that the Commissioner compensation for service payment policy be reviewed at the next Commission meeting. Commissioner Streich also requested that staff use the Commissioners knowledge and connections for the upcoming roundtable. Commissioners requested a list of discussion items and criteria before the roundtable for review.

9. CONFIRMATION OF COMMISSION DIRECTIVES TO STAFF:

- a. Add action item for a paint inspection and scope of work.
- b. Add River Cruise Industry to the roundtable discussion items.
- c. Begin November planning meeting agenda preparation.
- d. Review Commission compensation for service payment policy at the next Commission meeting.
- e. Investigate if a Tax Increment Area approach could be applied to the Port.

10. EXECUTIVE SESSION: Vice President Kristi Chapman recessed Regular Session at 6:30 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) to conduct deliberations with persons designated to negotiate real property transactions.

11. POSSIBLE ACTION:

- a. **Approve Amendment No. 1 to MOU with Project^ for Lot 900 Development.**

Motion: Approve Amendment No. 1 to MOU with Project^ for Lot 900 Development.
Move: Mike Fox
Second: Heather Gehring
Discussion: None
Vote: Unanimous

MOTION CARRIED

12. ADJOURN:

Motion: Adjourn the meeting
Vote: Unanimous

MOTION CARRIED

The meeting was adjourned at 6:59 p.m.

Respectfully submitted,

 Patty Rosas

ATTEST:

 Mike Fox, Secretary

Ben Sheppard, President (In absence of Secretary)

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Prepared by: Daryl Stafford
Date: November 1, 2022
Re: 2023 Event Rate Schedule

As part of annual review of Events on Port property, staff considers any changes for the Event Rates or Rules and Regulations and presents them to the Commission. Public demand for a variety of usages along the Port's waterfront properties require staff to carefully balance the strains that events have on the public displacement and the property itself versus the financial or public benefits.

The key points that were reviewed were:

- Commission directive for cost-centers to work towards financial self-reliance and not utilizing bridge revenue
- Availability for parking for patrons and season pass holders
- Waterfront beach access for the public
- Potential loss of Parking Revenue due to the parking lot being exclusively reserved for the events
- Impact on Port Facilities Crew
- Financial impact- Staff, landscape, trash, water

Staff does not have any recommended changes for the Event Rules and Regulations.

Staff has considered all user groups and recommends the proposed rate increases in the attached proposal (See Attachment "A").

RECOMMENDATION: Approve 2023 Event Rate Schedule.

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2022 Rates & Fees

MARINA PARK / HOOK / SPIT /LOT #1/ NICHOLS BEACH	
Up to 50 people	\$150 per day
50 – 100 people	\$250 per day
Over 100 people	\$600 Exclusive Use per day
PICNIC SHELTER Fees Apply only to advanced reservation of shelter	
Up to 50 people-Not available for reservations in 2022	\$100 per day- Picnic Shelter closed for reservations 2022

2023- proposal

2023 Proposal-	
Up to 50 people	\$ 200
Over 50 up to 100	\$ 325
100 - 200 people	\$ 800

2023 Proposal	
Up to 50 people	\$ 200

MARINA GREEN:	
Up to 50 people	\$150 per day- nonexclusive
50 – up to 100 people	\$250 per day- nonexclusive
100 – 200 people	\$600- Exclusive use per day
Over 200 people	\$1000- Exclusive use per day

2023 Proposal	
Up to 50	\$ 200
50- up to 100	\$ 325
100-200	\$ 800
Over 200	\$ 1300

EVENT SITE RECREATION PARK	After Labor Day – June 15	June 16-Labor Day	2023 Proposal
Up to 50 people	\$150 per day- nonexclusive use	\$200-per day	\$200 / \$300
50 – 100 people	\$300 per day- nonexclusive use	\$375 per day	\$375 / \$500
Over 100 people- exclusive use of grass area only. Seasonal parking passes remain valid in Event Site Parking Lot	\$1200 per day	\$1700 per day	\$1500 / \$2200
Over 100 people- exclusive use of grass area and Event Site parking lot. Season Passes not valid in Event Site Lot.	New for 2023 \$1800 per day	\$2700 per day	\$1800 / \$2700

*** fees do not include restrooms, port-a-potties, or trash service. Water is not available in all locations and is turned off October-April.

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Prepared by: Daryl Stafford
 Date: November 1, 2022
 Re: Waterfront Parking Plan for 2023

Annually, staff review the Waterfront Parking fee structure and rules comparing them to previous years and make recommendations to the Commission for the upcoming year.

The direction of the Commission has been to work towards achieving self-sustainability for all Port facilities. Staff has assessed the plan’s performance and identified areas where changes can be made to increase revenue and efficiencies.

This memorandum is intended to provide the Commission with key recommended changes, along with Commission approval of the summary “2023 Schedule of Parking Rates & Charges Proposal” (Attachment “A”).

2022 Financial Summary: Waterfront Recreation Revenues & Expenditures (Attachment "B")

Street Parking Kiosk revenue-

- ❖ FY 2021/2022- \$133,218 (-6%)
- ❖ FY 2020/2021- \$141,970

Event Site Parking Day pass & Season pass revenue-

- ❖ FY 2021/2022- \$235,654 (+14%)
- ❖ FY 2020/2021- \$205,996

2022 Event Site Parking Lot Stats from January 1st-Labor day				
Year	Daily Passes	Total Annual Passes	Revenue	% Revenue Change from year prior
2022	4993	1227	\$ 241,380.00	12%
2021	6874	1417	\$ 214,554.93	36%
2020	4682	1005	\$ 157,274.00	-2%
2019	6312	961	\$ 159,709.00	14%
2018	5479	1081	\$ 139,747.00	45%
2017	5197	614	\$ 96,222.00	-1%
2016	5410	788	\$ 96,812.00	-16%
2015	6203	844	\$ 114,128.00	53%

2022 Parking takeaways and issues to address

- ❖ The reduction of revenue for street parking was likely due to only having 1 parking enforcement person (years past there were 2-3) who frequently got pulled to cover shifts at the bridge Toll booth, along with the machines not working consistently.
- ❖ The reduction in day pass numbers is likely due to allowing customers the option to pay at the kiosks to avoid congestion and several days the booth was closed due to staffing shortages.
- ❖ Event Site and Jensen West Parking lots continue to be in high demand and fill up almost every windy day June through August. Overflow parking utilizes Lot #1.
- ❖ The Hook became inundated with avid wingers. Parking became congested causing unsafe conditions, so signs went up that now limit the spaces available to park. Staff is considering paid parking at that location.
- ❖ Several incidents of the parking pay kiosks overheating or for other reasons being inoperable. Tech support has been limited. The existing equipment is becoming outdated therefore staff is researching possible replacement options.
- ❖ The increased amount and size of Sprinter vans utilizing regular sized parking spaces has contributed to congestion and unsafe scenarios therefore causing staff to reconsider vehicle size allowed in those spots.

Parking policy changes recommended for 2022

- ❖ Vehicle length allowed for regular parking spaces gets reduced from 23' to 20', including racks off the back and front.
- ❖ Parking rate increases for all paid parking locations. See Parking Rate Proposal, (Attachment "A").

Future Considerations

- ❖ Create paid parking zones for the The Hook, Marina Beach, and the Marina Boat Ramp.
- ❖ Create a new Zone for enforcement at Marina Moorage and DMV Lots. Make these areas subject to fine for parking during the hours between 11PM-6AM.
- ❖ Increase wage offering for parking enforcement to entice more applicants.
- ❖ Hire additional part-time staff to cover Event Site booth shifts when needed.

The "2023 Schedule of Parking Rates & Charges" proposal is attached (Attachment "A") Staff seeks Commission approval before 2023 passes are printed and signage is ordered. Pass sales start late December 2022 for the upcoming year.

RECOMMENDATION: Approve 2023 Schedule of Parking Rates & Charges for waterfront parking.

Event Site Day & Season Pass Rates	2022	2023
- Daily regular length	\$ 10.00	\$ 15.00
- Daily Oversize	\$ 20.00	\$ 25.00
- Annual Regular Pass	\$ 150.00	\$ 200.00
- Annual Oversize Pass	\$ 250.00	\$ 350.00

- ❖ Regular size/length = Passenger vehicles 20' and under (including racks off front or back of vehicle).
- ❖ Oversize = Vehicles, Vans, Trucks over 20'; RVs, campers, buses, trailers (including racks off front or back of rigs).
- ❖ Regular size/length vehicle annual passes valid in the Event Site, Lot #1 and West Jensen parking lots.
- ❖ Oversize vehicle annual passes valid in the Event Site and Lot #1 parking lots. NOT VALID AT WEST JENSEN PARKING LOT.
- ❖ Passes must be displayed on the driver's side windshield affixed to glass at all times when parking in designated areas to be valid.
- ❖ Trailers must be attached to vehicles at all times.
- ❖ Lost/Stolen passes will NOT be replaced or refunded.

Hourly Rates for Street Parking and Parking Lots with Kiosks	2022 hourly rate	Proposed 2023 Rate
Zones 1-5- (Commercial Trucks Prohibited)	\$2/hr.	\$2.50/hr.
Zone 6 Passenger Vehicles	\$2/hr.	\$2.50/hr.
Zone 6 Commercial Trucks	\$20 per stop for trucks	\$30 per stop

Complaint & Late Payment Charges	2022 Violation Fees	2023 proposed violation fees	2022 30+days	2023 30+days	2022 60+days	2023 60+days	2023 90+days	2023 90+days
Overtime Parking	\$10	\$20	\$10	\$20	\$10	\$20	\$20	\$20
Non-Payment (Each Occupied Space)	\$18	\$50	\$18	\$20	\$18	\$20	\$20	\$20
Parking in Unauthorized Space	\$20	\$50	\$20	\$20	\$20	\$20	\$30	\$20
Car/Van Overnight Parking	\$75	\$90	\$40	\$40	\$40	\$40	\$40	\$40
Truck No-Pay/Time Expired (Zone 6)	\$40	\$50	\$40	\$40	\$40	\$40	\$80	\$80
H/C Ramp, Fire Lane, etc.	Call police	\$75		\$40		\$40		\$40

- ❖ Payment for parking shall be required from 9:00 a.m. to 8:00 p.m.
- ❖ Afterhours violations for vehicles parked between 11:00 p.m. and 6:00 a.m.

2023 Street Parking & Parking Lot locations with Kiosks	
Zone 0001: Nichols Basin	
<i>Meter ID: 1.1</i>	<i>Max.4 Hr. Stay</i>
Zone 0002: N. 1st St./E. Portway Ave.	
<i>Meter ID: 2.1, 2.2, 2.3, 2.4, 2.5</i>	<i>Max. 4 Hr. Stay</i>
Zone 0003: Lot #1	<i>Max. 8 Hr. Charge</i>
<i>Meter ID: 3.1, 3.2</i>	
Zone 0004: Event Site	
<i>Meter ID: E=4.1, W=4.2</i>	<i>When Booth Closed</i>
Zone 0005: West Jensen	
<i>Meter ID: 5.2</i>	<i>Max. 4 Hr. Stay</i>
Zone 0006: West Portway Ave. & The Hook	
<i>Meter ID: 6.1</i>	<i>Max. 8 Hr. Stay</i>

- ❖ No overnight parking is allowed on Port Property except for Commercial trucks with paid passes in Zone 6.

**PORT OF HOOD RIVER
WATERFRONT RECREATION REVENUES AND EXPENDITURES**

	Actuals								Budget
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
<i>Operating Revenues</i>									
Event Site passes	\$ 108,486	\$ 99,246	\$ 109,984	\$ 141,775	155,977	155,630	\$ 205,996	\$ 235,654	\$ 208,000
Event Site special events	8,350	8,100	12,733	9,832	12,550	8,800	2,604	14,100	16,200
Event site sailing schools/concessions	3,900	17,532	16,730	21,325	18,233	20,073	54,899	18,072	14,500
Total Event Site	120,736	124,878	139,447	172,932	186,760	184,503	263,499	267,826	238,700
Hook/Spit/Nichols sailing schools/special events	1,595	3,450	7,669	8,495	7,812	3,514	4,850	8,710	10,000
Nichols concession/special events/lease	-	7,833	5,170	4,288	3,280	1,468	1,638	2,123	2,600
Grant	65,250	148,733	-	-	-	-	27,000	-	-
Total Hook/Spit/Nichols	66,845	160,016	12,839	12,783	11,092	4,982	33,488	10,833	12,600
Marina Park shop building #3	6,240	6,532	6,518	6,693	7,061	7,303	7,426	7,562	7,800
Marina Park utilities/taxes	600	1,934	1,994	2,032	860	2,581	11,739	5,690	2,800
Marina Park other	375	533	2,914	4,936	4,434	2,832	8,200	5,610	6,000
Marina Park showers	2,255	2,699	3,114	4,319	3,798	2,144	221	1,038	1,000
Marina Park special events	3,200	3,450	3,075	2,475	3,105	2,400	1,050	1,150	3,300
Grant	-	-	-	-	-	-	9,000	-	-
Total Marina Park	12,670	15,148	17,615	20,455	19,258	17,260	37,636	21,050	20,900
Total Parking	-	-	-	6,355	87,313	104,558	141,970	133,218	154,300
<i>Operating Revenues</i>	200,251	300,042	169,901	212,525	304,423	311,303	476,593	432,927	426,500
<i>Operating Expenses</i>									
Labor, taxes and burden	290,737	312,914	285,711	263,689	299,178	291,935	350,817	333,472	461,300
Electric, water and garbage	34,995	51,293	34,855	32,592	37,050	32,350	34,321	57,020	57,000
Insurance	2,112	2,130	3,773	5,111	5,511	6,425	6,924	7,480	7,500
Maintenance	32,982	46,287	61,876	39,586	53,437	48,261	57,135	47,273	53,000
Miscellaneous	27,714	21,976	19,371	38,131	39,786	50,415	91,369	48,557	56,000
Property tax	-	-	1,351	1,387	1,413	1,442	1,545	-	1,600
Professional Services	11,745	1,204	27,486	586	14,442	13,725	1,615	10,445	18,000
Legal	285	2,523	2,136	60	616	-	2,900	1,025	9,000
<i>Operating Expenses before Capital Outlay</i>	400,570	438,327	436,559	381,142	451,433	444,553	546,626	505,272	663,400
<i>Net Cashflow before Capital Outlay</i>	(200,319)	(138,285)	(266,658)	(168,617)	(147,010)	(133,250)	(70,033)	(72,345)	(236,900)
<i>Capital Outlay</i>	138,094	\$ 302,008	\$ 61,375	\$ 28,659	29,450	50,197	\$ 72,679	\$ -	\$ 238,000

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Prepared by: Daryl Stafford
Date: November 1, 2022
Re: Recommendations for Marina Rules & Regulations, and Rates for 2023

MARINA RULES AND REGULATIONS

As part of an annual review and update, staff and the Marina Committee recommend changes to the Marina Rules and Regulations to be implemented in January of the following year. The purpose of the proposed changes is to streamline processes; improve Marina administration efficiency, safety, and security; to encourage best practices for the Marina; and to increase revenue and reduce expenses.

Commission consideration is requested of the following notable changes, recommended by staff and the Marina Committee:

1. ***Increase jet ski/dinghy fee from \$35 per month to \$50.*** Tenants are allowed to have a dinghy or jet ski in their slip in addition to their vessel if it fits within the perimeter of their slip for an additional monthly fee. There has not been an increase in this fee for over 5 years.
2. ***Increase sublease fee from \$100 to \$150.*** Tenants are allowed to sublease their slips for up to 6 months if their account is in good standing and they have met the utilization requirement. The Port charges the sublessee a 1-time flat fee for the sublease, and the tenant charges the sublessee a monthly fee to use the slip which is not to exceed the prorated amount they pay. There has not been an increase in this fee for over 5 years.
3. ***Incorporate the flat fee water/garbage annual fee of \$60 into the annual moorage fee.*** Tenants are charged a separate line item from their annual moorage that is identified for water and garbage. Water is not metered in the Marina basin or separated from the upland area for the billing. Same for the garbage. It complicates the billing unnecessarily. Most Marinas include this as part of the moorage. There has not been an increase in this fee for over 5 years.
4. ***Incorporate the flat electric annual fee of \$60 into the annual moorage fee.*** Tenants are charged a separate line from their moorage of \$60 for a base electric charge, regardless of whether they plug in or not. Tenants who do use electric are charged if they use over \$15 per quarter. This procedure complicates the billing process significantly and is not compatible with the new Marina software. We recommend incorporating this flat fee into the annual moorage and charging tenants for what they use if it's over \$5 per quarter. There has not been an increase in this fee for over 5 years.

The attached draft 2023 Marina Rules and Regulations, Exhibit “A” has the suggested changes highlighted.

MARINA RATES

Last Fall the Commission evaluated the Marina moorage rates by rate comparisons to other Marinas along the Columbia, the size of the Marina waitlist, and the Port’s Marina financial reports. The Commission consensus was that they would like to see the Port’s rates closer to the top 20% versus the current below average rates. The direction to staff was to start charging more competitive rates and they directed staff to increase the 2022 Marina moorage rates by 10%, and to continue to raise them for the next 3 years to put them at a minimum above average when looking at the comparisons. The 10% increase did not affect the separate assessment charge, so the tenants’ average 2022 rates went up between 7-8% overall.

In FY 2021-2022, Marina Revenues exceeded expenses by \$63,265. The total number of boat slips in the Marina moorage is 156 and the waitlist is currently at 97 people. The turnover rate has been slow with possible wait times of 3+ years for the small boats and much longer for the large vessels.

The results of the 2022 Marina slip rate survey showed the Port of HR rates for 30’ and under slips were 5% below the average; 30’-40’ rates are 17% below the average; and the over 40’ rates are 30% below the average. The Boathouse slip fee survey shows the Port’s rates as one of lowest.

To address the lower rates for the larger vessels, staff recommends switching from a per foot charge to a flat moorage fee, the same way the 30’ and under slips are billed. This is common practice in most marinas. Staff also recommends raising the larger vessel rates more than the 30’ and under rates to get them closer to average as opposed to the current below average. Staff looked at each rate and is proposing increases in areas that seem reasonable. A few items were not increased because they are at the high end for our Marina.

Attached Documents for reference:

Exhibit “B”- Marina Rate Comparisons

Exhibit “C”- Marina Revenues and Expenses & Multi-year Operating financial

Exhibit “D”- Proposed Marina Rate Schedule

Bond covenant Special Assessments that correspond with the Marina Electrical and Boathouse Dock Replacement projects will remain the same for 2023:

- ❖ Marina Tenants Electrical Project: \$442.55 assessed until 2028
- ❖ Boathouse Tenants Dock Replacement: \$1,650.77 assessed until 2023

Staff requests the Commission consider the changes to the Rules and Regulations along with the proposed rate increases for the moorage fees to be implemented January 1, 2023. A decision is needed before November 29th so that any changes may be properly

communicated to the Marina tenants by December 1, as Port practice is to provide 30 days-notice to tenants before implementation on January 1st.

RECOMMENDATIONS:

Approve 2023 Marina Rules and Regulations, subject to legal counsel review.

Approve 2023 Marina Moorage Lease Rate Schedule.

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PORT OF HOOD RIVER
2023 MARINA MOORAGE RULES & REGULATIONS
Effective January 1, 2023

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

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

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

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

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

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

The Port was originally certified by the Oregon State Marine Board in 2012 as a “Clean Marina.” Annual surveys are submitted to the OSMB and site visits are conducted every three years for recertification. The Port of Hood River Marina was recertified as a Clean Marina in ~~2018~~ 2021. Review the Clean Boater information available from the Oregon State Marine Board here: <https://www.oregon.gov/OSMB/boater-info/Pages/Clean-Marinas.aspx>

Information is listed by topic in alphabetic order.

Agreements

Moorage Rental Agreements with the Port will be executed only with the owner of the boat that is to occupy the assigned slip. Leasing 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.

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

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

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

- Tenant acknowledges that Tenant has inspected the assigned slip and is satisfied the 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 and understands that the Marina dock and slip is being rented "AS-IS".
- The Port reserves the right to relocate any Tenant to another moorage slip at any time, and to allocate the use of any moorage as it deems necessary.
- No offensive activities shall be carried on by a Tenant at or in the immediate vicinity of the Marina. A 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, in the Marina, or on adjacent premises, nor do anything which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the Marina or of the adjoining property by others. The Port reserves the right in its sole discretion to determine whether an activity is considered "offensive."
- A Tenant shall be responsible for and assure compliance with the terms of these rules and regulations by Tenant's invitees, guests and family members. Any violation or breach by them is a breach by Tenant.

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

Betterment Lists

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

- A Tenant must respond within three (3) business days after offered a vacated slip. If a tenant declines, no response is received or if the Tenant fails to move their vessel within the time allowed, the Tenant's right to occupy the Betterment slip will expire and the slip will be offered to the next person on the list.
- If a Betterment List offer expires, a Tenant who receives but does not accept an offer will retain their place on the Betterment List. However, if a Tenant is offered another Betterment move within twelve

(12) months after the Tenant declines or fails to respond to the first Betterment offer within the time allowed, the Tenant will be removed from the Betterment List.

- Outside end slips are exempt from Betterment List requests.
- \$35 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.

Bulletin Board

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

Defaults

The following are a default of a Tenant’s moorage obligations:

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

Dinghies and Accessory Watercrafts

- A dinghy is considered a small boat carried or towed for use as a lifeboat or tender by a larger vessel and are typically less than 12 feet in length including any overhangs or protrusions from the Vessel including the motor. Accessory watercrafts or dinghies over 12’ in length are not allowed as secondary watercrafts.
- Personal Watercrafts (PWC), jet skis, wave runners or boats under 16 feet do not qualify for slips in the Marina moorage.

- Accessory watercrafts are considered jet skis, kayaks, skiffs, rowboats, etc.
- Accessory watercrafts are only allowed if they belong to the tenant and are secondary to the tenant's vessel of record. They must be less than 12' and fit within the perimeter of the slip.
- Dinghies or accessory watercrafts must be stowed on the Tenant's vessel or if small enough so as not to interfere with the regular moorage of any vessel (at the discretion of the Marina Manager), moored in the water at the stern or bow of the vessel so as not to exceed maximum overhang criteria and fit in the perimeter of the Tenant's slip. Dinghies may not be stored on the port or starboard side of the tenant's vessel.
- Dinghies or accessory watercrafts are not allowed on the docks or dock fingers.
- The Port has discretion to allow or not allow any dinghy or accessory watercraft in the water, based on the size, type or location. If the Port denies permission for maintaining an accessory watercraft at a Tenant's slip the Tenant must immediately remove the watercraft from the water or the slip.
- Non-motorized accessory watercraft including a dinghy, kayak or inflatable, are allowed at no charge if secured within the leased footprint within the slip.
- Fees: ~~\$35~~ \$50 per motorized watercraft, per month, unless watercraft is an inflatable Tender used in service of boat and proper registration and insurance is provided.

Electric Power

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

- The Marina is an area where electrical shock hazards can occur. It is the Tenant's responsibility to ensure that electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. NO SWIMMING is allowed in the Marina.

Fees

Moorage rates and fees are published online at www.portofhoodriver.com. Tenants are provided 30 days written notice of any rate adjustments.

- Lease terms are from January 1st through December 31st of any given year.
- Tenants must make the annual payment in full within 60 days of the billing date, January 1st. Invoices will typically be sent on or about January 2nd. Payment in full is due on March 1st. A ~~\$50~~ \$75 per month late fee applies to any unpaid balance after the due date. Tenants who have not made full payment within 90 days of the billing date, (April 1, 2023), identified on the statement will be considered in default.
- Utility Charges:
 - ◊ Water/Garbage – Starting in 2023, the water and garbage fees will be included as part of the annual moorage fees. each slip and boathouse Tenant will pay a flat \$5/month fee for water and garbage services 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, whether or not a Tenant uses electricity. This is a non-refundable fee. Starting in 2023, the base electric fee is included in the annual moorage. Electric consumption is metered at each slip and boathouse in the marina and is billed quarterly based on kilowatt usage. Tenants using less than \$5 per quarter will not get billed. If the electrical usage is more than \$5/month per quarter, the overage for actual cost will be billed quarterly.
- Quarterly Electric and miscellaneous charges are payable by the Tenant within thirty (30) business days of the statement date. Outstanding electric utility invoices provided by the Port that are 60 days past due will incur a \$15 per month late fee.
- The Port reserves the right to terminate a moorage lease at any time if moorage payments or Marina charges are not paid by a Tenant when due.
- Time and material 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 damage to other boats or Port property.
- Fee for motorized accessory watercraft in water is ~~\$35~~ \$50 per month, unless watercraft is an inflatable Tender used in service of the vessel of record. Proper registration and insurance must be provided, and watercraft must fit in the leased footprint of the slip.

Garbage/Water

Garbage receptacles are available at or near the Marina gate for use by Marina Tenants. Recycling is the responsibility of the tenant.

- See "Fees" section regarding the annual garbage and water charges.
- Garbage or other refuse of any type must always be placed in appropriate container. It may not be left at the Tenant's slip or on the walkways. Marina garbage receptacles may not be used for disposal of personal belongings brought from home or elsewhere, unrelated to Marina activities.
- Water is turned off in the Marina generally early October through April.
- It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.

Guest Moorage

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

Hold Harmless

- Tenants agree at all times to release the Port from any claim of liability and hold the Port harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant, their agents, invitees or employees, and Tenant does specifically acknowledge and agree that the Port 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.
- 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.
- The Port is not responsible for any losses or damage to boats, boathouses or airplanes in the Marina. Each Tenant will be responsible for damages that he or she causes to other boats, structures, property or to persons in the Marina.

Insurance

- Appropriate insurance coverage must be maintained by each Tenant. Tenants must at all times during their moorage occupancy keep in effect a marine/watercraft insurance policy with general liability limits of at least \$500,000.
- Floatplane Tenants must keep in effect aircraft liability insurance with minimum coverage of \$1,000,000.
- Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of insurance shall be provided to the Port at the beginning of Tenant's moorage term. The Port may require that a Tenant provide proof of required insurance coverage renewal and at any time during moorage occupancy.
- It is the Tenant's responsibility to provide the Port with annual renewal documentation.
- The Port shall be entitled to receive written notice from a Tenant's insurance carrier thirty days prior to any insurance cancellation or expiration.
- Failure to provide or keep in force insurance required by this section shall be a Tenant violation of these rules and regulations, be a default of the Tenant's Moorage Rental Agreement and be grounds for the Port to terminate the Tenant's lease.
- Required insurance must remain in force even when the vessel is not occupying the slip.

Inspections

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

Keys/Key Cards

- Tenants may receive up to two (2) key cards with 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 cards will be de-activated and replaced at no charge for the first two replaced cards.
- Lost Cards will be replaced for a \$35 charge.
- Key cards will be only issued to Marina Tenants.
- South Basin Dock keys shall not be duplicated.

Liveboards

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

Maintenance and Vessel Repairs

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

Notice to Tenants

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

address and contact information by personally delivering or sending the change via certified mail to the Port.

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

Pets

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

Proof of Vessel Ownership & Partnerships

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

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

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

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

Registration

- All Vessels entering or leasing moorage in the Marina must have a valid identification permanently affixed to the hull and clearly visible from the outside. It is the Tenants responsibility to know and understand the Vessel registration requirements. Failure to display the registration number on the hull may be cause for moorage agreement termination, refusal of moorage or other access to the Marina. State or Coast Guard registered vessels shall display registration numbers and a valid registration decal. Documented vessels shall have the documented name of the vessel and a valid registration decal displayed on the hull.
- A current copy of boat registration or Coast Guard Documentation will be presented to Port at the beginning of a moorage lease, and annually thereafter. Failure to provide these copies or failure to keep registration current shall be construed a default and breach of these rules and be grounds for the Port to terminate a Tenant’s lease.
- Any Tenant who attempts to retain their assigned slip using a boat that is not registered in the Tenant’s name will immediately lose their right to occupy the leased slip and the moorage agreement will be terminated.

Safety/Security

- **No swimming**, diving, fishing, or fish cleaning will be permitted in the Marina. The Marina is an area where electrical shock hazards can occur. It is the Tenant’s responsibility to ensure electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. **FOR YOUR SAFETY PLEASE DO NOT SWIM IN THE MARINA.** For more information on Electrical Shock Drowning go to: <https://www.boatus.com/seaworthy/assets/pdf/electric-shock-drowning-explained.pdf>
- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates on moorage walkways or ramps is prohibited.
- Tenants shall accompany children under 16 years and guests at all times.
- The conduct of a Tenant’s guest’s while in the Marina is the full responsibility of a host Tenant. A host Tenant shall meet all Tenant’s guests at the Marina locked gate to let them in and shall accompany their guests at all times while in the Marina.
- Disorderly conduct by 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.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- All boats shall be tied up in berths or at moorings according to good maritime practice. Boats shall be tethered only to the cleats for their assigned slip, and be securely moored with adequate bow, stern and spring lines. No lines shall cross walkways.

- Boats must be tied so that no part of the boat or its attachments extends over the walkway. Bowsprits hanging over the dock float are prohibited.
- All mooring lines must be in good condition and not have any visible fraying.
- The Marina is a NO WAKE ZONE. Boats within the Marina must be operated at a speed less than that which will create a wake.

Sale of Vessel or Change of Vessel

- The assigned slip is for the use of the lessee/Moorage Tenant. In the event the Tenant sells the vessel of record, he/she must either terminate their lease, or purchase another boat within 6 months of the sale and provide proof of ownership to the Port office. The tenant is responsible for providing information on any change of vessel in the assigned slip whether permanent or temporary. Failure to do so is cause for termination of tenant's lease agreement.
- Moorage is non-transferable. The assigned slip is only for the use of the Tenant who is assigned the slip. If a vessel in the Marina is sold and the new owner would like to continue to keep the vessel in the Marina, the new owner must submit an application for moorage, and be placed on the appropriate waitlist, like any other person seeking moorage at the marina.
- If a tenant sells their vessel and their account is in good standing and tenant has met all terms of their lease agreement and the Rules & Regulations, the tenant may sublease their slip to the new owner for up to 6 months. Sublease must go through the Port and meet all of the terms for subleasing.
- A purchaser of a moorage user's vessel does not acquire the moorage user's assigned moorage slip or any other space in the Marina.
- If the Tenant sells their boat and gives notice to the Marina Manager that they are giving up their slip, the purchasing party may rent the slip as a sublease from the Port for a maximum of 6 months from the date of purchase, subject to prior approval from the Marina Manager. Proof of insurance, bill of sale and copy of registration application is required.
- A Tenant selling their boat does not have authority to transfer their interest in their moorage slip or key cards or to transfer their obligation to pay annual payments to a new boat owner.
- A Tenant may replace their vessel with another so long as it is compatible with their assigned slip, and updated registration, title and insurance information is provided to the Marina Manager prior to placement of the vessel in marina.
- If a Tenant chooses to give up their slip, once vacated, the slip will be offered to the next eligible betterment or waitlist participant in the manner defined in this document. Every effort will be made to rent the slip, and when a new rental agreement has been signed a pro-rated refund will be issued to the owner for any overpaid amount.

Sanitation

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

Seaworthiness

Vessels moored in the Marina must, at all times, be operable and maintained in a safe seaworthy condition and not constitute a fire hazard or present a risk of sinking. Vessel hull, keel, decking, cabin and mast must be structurally sound and free from dry rot or other similar defects or deficiencies. If a vessel does not comply with these conditions, the vessel owner must immediately remove it from the Marina for repair.

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

- A vessel that in the opinion of the Marina Manager is hazardous to Marina property or facilities, other vessels or persons may be denied permission to remain on Marina premises.
- Any vessel which is poorly maintained, badly deteriorated or may damage persons or property may be required by the Port to be removed from the Marina at the owner's expense upon receipt of written request from the Port. At least thirty (30) day's advance written notice must be given to the vessel's owner to effect repairs except in cases where the Port believes there is an imminent threat or emergency. If a vessel owner who has been requested to remove a vessel from the Marina by the Port is unavailable or available but refuses to act upon such request, the Port shall have the right to cause removal of the vessel from the Marina at the owner's expense, and to terminate the moorage lease.
- Port and its agents and employees shall at all times have immediate access to each Tenant's boat while moored at the Marina in case of emergency: including fighting fires, remedying or preventing any casualty or potential hazard to the boat or the Marina, such as sinking.
- In an emergency situation, contact will be made with the primary Tenant on file. If the Tenant cannot be reached, the person they have designated as their emergency contact person will be called. If it is necessary for Port staff or agents to board a boat, Port and its agents and employees will not be responsible for any damage to the boat. The Port may charge Tenant costs of any Port staff time or contractor time and materials for stabilizing the boat.
- In non-emergency situations, it may be necessary for the Port to board a boat, primarily for purposes of Inspection. In such situations, the Port will contact the primary contact 24 hours in advance and board the boat with permission of the Tenant or accompanied by the Tenant.
- Tenant shall be responsible for any and all damage to the Marina, including a slip, caused by Tenant's boat or activities. Any boat that sinks in the Marina may require professional salvage at the Tenant's expense, as determined by the Port. If the Port believes a vessel is not being promptly and properly removed from the marina by a Tenant the Port may incur salvage expenses to remove the vessel, in which case Tenant will promptly reimburse the Port for those salvage expenses and any related expenses.

Shell Dock

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

Storage on Piers or Dock Fingers

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

Subleasing

- The Port reserves the right to allow or suspend subleasing privileges at any time.
- Marina Wait list applicants shall have first consideration if a sublease becomes available.
- In order to sublease a slip an annual tenant's account must have been in good standing for the previous 12 months and tenant must have met all terms of the Rules and Regulations and their Lease Agreement, including the utilization requirement of having their vessel in their slip for at least 3 months out of the previous 12-month period, with the exception of long-term voyages or leave of absence granted by the Executive Director.
- Tenant may sublease their slip to another boat owner for a maximum sublease term of **6** continuous months during a calendar year. A sublease of less than 30 days will not be permitted. Any agreement by a Tenant to sublease a slip without prior Port approval is a violation of the Tenant's lease and may result in lease termination.
- Sub-Lessees must provide their boat title, proof of insurance, current registration and State ID to the Port prior to a sublease taking effect. Vessel must be seaworthy.
- An annual Tenant who applies for and receives Port permission to sublet a slip is responsible to promptly pay the Port all Marina fees and costs associated with the Tenant's slip when due and to assure their subtenant's compliance with all Marina Rules and Regulations during the sub-tenancy. All Port Marina bills will be sent to the Tenant. Notwithstanding a sub-tenancy, a Tenant is fully responsible to pay all charges that accrue on his/her account while subleasing and for collecting such charges from their sub lessee.
- A Tenant is responsible for the removal of their sub-lessee's boat from the Tenant's slip at the expiration of the sublease. A Tenant's violation of this requirement is grounds for termination of the Tenant's lease.
- **The sublease initiation fee payable to the Port is \$150.** Monthly Payment of a moorage fee and Marina charges by a subtenant to a Tenant cannot exceed 1/12 the annual moorage fee and Marina charges payable by the Tenant. All sublease payments shall be between a Tenant and their subtenant.
- Sub-lessee must abide by Marina Rules and Regulations at all times. Violations will result in immediate termination of the sublease.
- A Tenant is responsible to provide Marina gate cards to their subtenant.
- A subtenant's vessel shall not occupy a Tenant slip until ALL required information and **the** payment of the ~~\$100~~ **\$150** administrative fee **to the Port** has been provided to the Port by the ~~Tenant~~ sub-lessee, the subtenant has met with the Marina Manager to review Marina rules & regulations, and the sublease has been approved by the Port. Any proposed change in a sublease must be approved by the Port. If a sublease change is approved, the Tenant is responsible to pay the Port a \$35 fee for each change.
- Sublease Application available by contacting Marina Manager waterfront@portofhoodriver.com

Termination

- A Tenant who wishes to voluntarily terminate their moorage tenancy before the end of the term must notify the Port in writing not less than 60 days prior to the Tenant's proposed termination date. After a termination request is received the Port shall attempt to re-lease the slip for the remainder of the Tenant's 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 full calendar months following the month in which notification is received by the Port.
- If within the three month period after the Tenant's notice is received by the Port another boat owner executes 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 and costs paid to the Port after the date a new tenant executes a moorage lease. If no new tenant signs a lease within the three month period the Tenant will remain responsible to pay accruing rent and Marina charges until the slip has been leased to another tenant or until the end of the Tenant's lease term, whichever occurs first.

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

Unauthorized Moorage

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

Utilization

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

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

Wait List

- A \$100 administrative fee is charged to be on a Port moorage Wait List. This fee is non-refundable and not applied to moorage. A separate administrative fee shall be paid to be on any separate list. Updated

Wait Lists are posted on the Port of Hood River website.

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

Waiver

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

Boathouse Policies

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

Responsibilities of Boathouse Owners:

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

extinguishers and smoke detectors are required and are the responsibility of the tenant to be purchased and maintained.

- A boathouse that in the opinion of Port Staff or the Marina Committee is in danger of sinking, hazardous to Marina property or facilities, other boathouses or persons and determined to be an imminent threat or emergency, may be denied permission to remain on Marina premises and may be required to be removed or repaired to the Port's satisfaction at once.
- Any boathouse which is poorly maintained, badly deteriorated or may damage persons or property may be required by the Port to be removed from the Marina at the owner's expense upon receipt of written request from the Port. At least thirty (60) day's advance written notice must be given to the boathouse's owner to effect repairs, except in cases where the Port believes there is an imminent threat or emergency. If a boathouse owner who has been requested to remove a boathouse from the Marina by the Port is unavailable or available but refuses to act upon such request, the Port shall have the right to cause removal of the boathouse from the Marina at the owner's expense, and to terminate the moorage lease.
- Adequate flotation must be installed and maintained to ensure the stability of Tenant's boathouse and the safety of neighboring boathouses. Other than logs, any Flotation not encapsulated must be replaced and replacement flotation must be properly encapsulated expanded polystyrene foam or extruded polystyrene foam (XPS) material meeting current USACE specifications by November 1, 2022.
- Tenant shall be responsible for any and all damage to the Marina, including a slip, caused by Tenant's boathouse or activities. Any boathouse that sinks in the Marina may require professional salvage at the Tenant's expense, as determined by the Port. If the Port believes a boathouse is not being promptly and properly removed from the marina by a Tenant the Port may incur salvage expenses to remove the boathouse, in which case Tenant will promptly reimburse the Port for those salvage expenses and any related expenses.
- All boathouses shall maintain a reasonable amount of freeboard in a uniform manner for safety reasons and to accommodate snow loads.
- Removal of snow build-up on boathouses will be the responsibility of the boathouse owner.
- The boathouse owner is responsible for providing and maintaining the electricity, meter base, and wire for the connection to the main power source. Installation and upkeep of the water hose or other connection to the main water line will be the responsibility of the boathouse owner.
- The boathouse owner is responsible for providing and maintaining chain and connectors on the boathouse for the attachment to the dock. The boathouse must have adequate structural capabilities to accept moorage attachments. Connections shall have enough clearance between the Port owned dock and the tenant's boathouse to allow space for maintenance work on the docks and utilities. This space can be left open or provide a hinged, removable cover that will provide the required clearance. All mooring connection and revision to existing systems must have prior Port approval.
- Boathouse owners, upon request, will provide access to their boathouses for the purpose of fire, electric, sanitation and safety inspection.
- Boathouse and boat owners must comply with Oregon Clean Marina requirements.
- There shall be no discharge of gray water, blackwater or sewage from a boathouse.

Responsibilities of the Port:

- The Port will be responsible for supplying and maintaining the electric meter and the connection to the main power source.

- The Port will be responsible for providing connectors on the float for attaching the boathouse to the dock. Port will execute emergency repairs to boathouse attachment/chains at the expense of the boathouse owner.

Rebuilding, Remodeling or Replacement:

- The Port must approve the rebuilding, exterior remodeling or replacement of private boathouses in advance and in writing. Detailed plans of the proposed construction must be submitted to the Port Marina Manager and Executive Director, for approval by the Commission for construction, placement, design and or improvements. Failure to acquire prior authorization to rebuild or remodel may result in work stoppage and possible eviction.
- All construction involving boathouses shall conform to applicable codes of the City of Hood River, State of Oregon Floating Buildings, Port of Hood River Rules and Regulations and OSMB Clean Marina guidelines. It is the tenant's responsibility to acquire all necessary information.
- Floatation: Boathouses shall be constructed and maintained to provide a floatation system that shall be structurally sound and securely integrated with the framing for the structure. The external surfaces of all floatation devices shall be water resistant and protected from deterioration, or corrosion, and from damage by impact or chafing. The normal freeboard as measured from the waterline to the lowest point on the floor or deck including all dead loads but not live loads, shall not be less than 14 inches. (full specs on Portland Floating Homes.com) Floatation shall meet USACE specifications and shall be fabricated of materials manufactured for marine use. The use of un-encapsulated whitebead foam is strictly prohibited and illegal on Oregon waters. The float and its floatation material shall be 100% warranted for a minimum of 8 years against sinking, becoming waterlogged, cracking, peeling, fragmenting, or losing beads. All floats shall resist puncture and penetration and shall not be subject to damage by animals. Polystyrene floatation material used inside them shall be fire resistant. Floatation must be permanently affixed to the underside of the boathouse.
- Stability- The structure when subject to off-center loading of the live loading, shall not exceed the 4 degrees.
- The use of new or recycled plastic or metal drums or non-compartmentalized air containers for encasement or floats is prohibited.

Sale of a Boathouse:

- A boathouse owner must inform Marina Manager that Boathouse is for sale, and as soon as there is a likely sale or sale pending.
- No boathouse moorage space lease may be sold or assigned without the prior written consent of the Port. A boathouse owner must contact the Marina Manager to obtain current criteria and guidelines applicable to the owner and purchaser to continue or replace a boathouse moorage lease.
- Before a boathouse sale contract is signed the boathouse owner must schedule an inspection of the boathouse and moorage space with the Marina Manager, or another Port staff person or person under Port directive designated by the Marina Manager, to confirm boathouse compliance with OSMB Clean Marina Standards and that the boathouse complies with Port rules and regulations and does not pose any hazards A boathouse owner and buyer must demonstrate to the Port's satisfaction that the boathouse to be sold and all boathouse connections comply with Port requirements.
- A lease of moorage space to a new boathouse owner will be granted by the Port, subject to compliance with this section and satisfactory compliance with the following checklist items.

Check List – Pending Boathouse Sale:

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

Bill of Sale transferring ownership:

- FEE: The Port will charge a fee to review and approve a boathouse sale and moorage lease transfer or new moorage lease based on Port actual costs and Port staff time, plus an administrative fee of \$500. The fee will be assessed to the seller of the boat house.

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MARINA BOATHOUSE SLIP RENTAL FEE SURVEY- Estimates based on averages to compare to the Hood River Marina rates.

	Marina Name	Location	Own or Rent	Average Yearly Slip Rent
	Tomahawk Island Marina	Columbia	Rented slip	\$14,400
	Island Cove Moorage	Columbia	Rented slip	\$13,200
1	Five Cedars	Columbia	Rented slip	\$12,000
2	Larson's Moorage	Multnomah Channel	Rented slip	\$12,000
3	Wayne's Moorage	Columbia	Rented slip	\$12,000
4	Big Eddy Marina	Columbia	Rented slip	\$9,600
5	Blue Frog Landing	Columbia	Rented slip	\$9,600
6	Bridgeton Harbor Moorage	Columbia	Rented slip	\$9,600
7	Buoy One	Columbia	Rented slip	\$9,600
8	Columbia Way West	Columbia	Rented slip	\$9,600
9	Ducks Moorage	Columbia	Rented slip	\$9,456
10	Wil-Jan Moorage	Columbia	Rented slip	\$9,456
11	Rocky Pointe Marina	Multnomah Channel	Rented slip	\$9,300
12	Suttle Road Moorage	Columbia	Rented slip	\$9,300
13	Kappler's Moorage	Columbia	Rented slip	\$9,000
14	Fred's Marina	Multnomah Channel	Rented slip	\$8,700
15	Wilert Moorage	Multnomah Channel	Rented slip	\$8,700
16	Columbia Crossings - Row 9	Columbia	Rented slip	\$8,400
17	Columbia Harbor - McCuddys	Columbia	Rented slip	\$8,400
18	Multnomah Yacht Harbor	Multnomah Channel	Rented slip	\$8,400
19	Wapato- rented slip	Multnomah Channel	Rented slip	\$8,316
20	Meiier's Marina	Columbia	Rented slip	\$8,100
21	Skyline (was Happy Rock)	Multnomah Channel	Rented slip	\$8,100
22	McCuddy's Big Oak Marina	Multnomah Channel	Rented slip	\$7,800
23	Scappoose Moorage	Multnomah Channel	Rented slip	\$7,800
24	Dillard's Moorage	Columbia - St. Helens	Rented slip	\$7,200
25	Harrison Moorage	Columbia	Rented slip	\$7,200
26	Mayfair Moorage	Multnomah Channel	Rented slip	\$7,200
27	Paradise Moorage	Multnomah Channel	Rented slip	\$7,200
28	St Helens Marina	Columbia - St. Helens	Rented slip	\$7,200
29	McCuddy's Landing	Multnomah Channel	Rented slip	\$7,056
30	Bridgeview Moorage- Slip rental	Multnomah Channel	Rented slip	\$6,300
31	Kurt's Moorage	Multnomah Channel	Rented slip	\$6,000
32	Lighthouse Moorage	Multnomah Channel	Rented slip	\$6,000
33	Sauvie Island Moorage	Multnomah Channel	Rented slip	\$5,856
34	Max's Moorage	Columbia - St. Helens	Rented slip	\$5,700
35	Hood River Marina- Boathouse Averages including Assessment	Columbia	Rented slip	\$3,824
	Marina Way	Multnomah Channel	Rented slip	\$3,600
	The Dalles Marina- boathouses not including sewer or electric	Columbia	Rented slip	\$1,861
Average Annual Slip Rent for Boathouses removing the 2 highest and 2 lowest rates				\$8,285

Boathouse Definitions:

1. Floating Homes- floating structures that are designed for living in.
2. Boathouse- floating structures that are designed primarily for housing boats.
3. Combos- Floating structures that house boats combined with living quarters. POHR boathouses are considered combos.

Port or Hood River Boathouses

- ❖ Hood River boathouses are considered Combos- structures that house boats and have living quarters. Tenants are allowed to stay overnight any 3 out of 7 consecutive days, but are not allowed to live in full time.
- ❖ The boathouses do not have running water and are not allowed to have any plumbing fixtures due to the DEQ laws that require a continuous sewage hook-up.
- ❖ When looking at comparisons all variables should be considered.

Marina boathouse HOA fee estimates for slips that are owned by the tenant

	Marina Name	Location	Own or Rent	Average Yearly HOA Fees
	Oregon Yacht Club	Willamette River	Owned slip	\$7,200
	Channel Island Moorage	Multnomah Channel	Owned slip	\$6,180
1	Captain's Moorage	Columbia	Owned slip	\$6,000
2	Macadam Bay Club	Willamette River	Owned slip	\$5,880
3	West Hayden Island Moorage	Columbia	Owned slip	\$5,280
4	Jantzen Beach Moorage	Columbia	Owned slip	\$4,800
5	Class Harbor	Columbia	Owned slip	\$4,500
6	Columbia Ridge Marina	Columbia	Owned slip	\$4,500
7	Bridgeview Moorage-Owned	Multnomah Channel	Owned slip	\$4,356
8	Portland Rowing Club	Willamette River	Owned slip	\$4,236
9	Wapato- owned slip	Multnomah Channel	Owned slip	\$4,104
10	Multnomah Channel Yacht Club	Multnomah Channel	Owned slip	\$3,936
11	River's Bend	Multnomah Channel	Owned slip	\$3,900
12	Tomahawk Island Moorage	Columbia	Owned slip	\$3,900
13	McGuire Point Marina	Columbia	Owned slip	\$3,840
14	Islands Moorage	Columbia	Owned slip	\$3,660
15	Bridgeton Moorage Association	Columbia	Owned slip	\$3,600
16	Lotus Bridge Marina	Columbia	Owned slip	\$3,600
17	Osprey	Columbia	Owned slip	\$3,600
	East Wind Moorage	Columbia	Owned slip	\$3,000
	Dikeside Moorage	Multnomah Channel	Owned slip	\$2,700
Average Annual HOA Fees removing the 2 highest and 2 lowest rates				\$4,335

MARINA SLIP SURVEY- The rates shown below are estimates based on averages for comparison to the HR Marina. The dollar amounts represent annual moorage fees and any other stated base fees, leasehold fees and taxes. Many have water, electric, and other assorted fees not included.

Several marinas do allow liveaboards for an additional fee. The HR does not allow full time liveaboards, however tenants are allowed to stay overnight any 3 days in a 7-day period. Several of the more expensive marinas offer amenities such as clubhouses, high speed internet, and full-service dockhands.

MARINA- Annual Rate up to 30'		MARINA- Annual Rate 40'		MARINA- Annual Rate 45'	
Tidewater Cove- Vancouver WA	\$3,960	Salpate Bay Marina- Portland	\$4,524	Garibaldi Marina- Oregon Coast	N/A
Salpate Bay Marina- Portland	\$3,768	Big Eddy Marina- Portland	\$4,440	Hayden Bay Marina	N/A
Big Eddy Marina- Portland	\$3,330	McCuddy's Big Oak Multnomah Channel	\$4,320	Port of Camas	N/A
McCuddy's Ridgefield- Ridgefield WA	\$3,180	McCuddy's Hayden Island Marina- Portland	\$4,320	Port of Kalama	N/A
McCuddy's Steamboat Landing- Vancouver WA	\$2,640	Tidewater Cove- Vancouver WA	\$3,960	Port of Kennewick	N/A
St. Helens Marina	\$2,610	McCuddy's Steamboat Landing- Vancouver WA	\$3,840	The Dalles Marina- City of TD	N/A
McCuddy's Hayden Island Marina- Portland	\$2,580	Hayden Bay Marina	\$3,500	McCuddy's Big Oak Multnomah Channel	N/A
McCuddy's Marine Drive Marina- Portland	\$2,580	Tomahawk Bay Marina	\$3,500	McCuddy's Ridgefield- Ridgefield WA	N/A
Hayden Bay Marina	\$2,560	Port of St. Helens (Columbia County)	\$3,480	Salpate Bay Marina- Portland	\$5,400
Tomahawk Bay Marina	\$2,560	St. Helens Marina	\$3,480	McCuddy's Steamboat Landing- Vancouver WA	\$5,160
Columbia Way West	\$2,520	McCuddy's Marine Drive Marina- Portland	\$3,360	McCuddy's Hayden Island Marina- Portland	\$5,100
McCuddy's Landing Marina- Scappoose, OR	\$2,100	McCuddy's Ridgefield- Ridgefield WA	\$3,360	Big Eddy Marina- Portland	\$4,995
Port of Camas	\$2,007	Port of Camas	\$2,778	Tidewater Cove- Vancouver WA	\$4,860
Port of Kalama	\$1,944	Columbia Way West	\$2,760	McCuddy's Landing Marina- Scappoose, OR	\$4,380
Port of Hood River	\$1,941	McCuddy's Landing Marina- Scappoose, OR	\$2,700	McCuddy's Marine Drive Marina- Portland	\$4,380
Port of St. Helens (Columbia County)	\$1,872	Port of Hood River	\$2,332	Tomahawk Bay Marina	\$4,140
Port of Kennewick	\$1,739	Port of Kalama	\$2,280	Port of St. Helens (Columbia County)	\$3,915
Port of Brookings	\$1,519	Port of Kennewick	\$2,197	St. Helens Marina	\$3,915
The Dalles Marina- City of TD	\$1,460	Port of Brookings	\$2,025	Columbia Way West	\$2,760
Warrenton Marina- Astoria	\$1,420	Port of Astoria- West Mooring Basin	\$1,880	Port of Hood River	\$2,535
Port of Astoria- West Mooring Basin	\$1,410	The Dalles Marina- City of TD	\$1,880	Port of Brookings	\$2,278
Garibaldi Marina- Oregon Coast	\$1,390	Warrenton Marina- Astoria	\$1,860	Port of Astoria- West Mooring Basin	\$2,115
Siuslaw- Florence, or	\$1,345	Siuslaw- Florence, or	\$1,680	Siuslaw- Florence, or	\$2,115
Walla Walla Yacht Club- Kennewick WA	\$1,005	Port of Cascade Locks	\$1,440	Warrenton Marina- Astoria	\$2,080
Port of Illwaco	\$1,002	Garibaldi Marina- Oregon Coast	\$1,390	Port of Cascade Locks	\$1,620
Port of Cascade Locks	\$1,000	Port of Illwaco	\$1,360	Port of Illwaco	\$1,530
Port of Arlington	\$720	Port of Arlington	\$1,080	Port of Arlington	\$1,215
McCuddy's Big Oak Multnomah Channel		Walla Walla Yacht Club- Kennewick WA	\$1,055	Walla Walla Yacht Club- Kennewick WA	\$1,080
Average moorage not including the 2 highest and lowest rates	\$2,031	Average moorage not including the 2 highest and lowest rates	\$2,737	Average moorage not including the 2 highest and lowest rates	\$3,295

**PORT OF HOOD RIVER
MARINA REVENUES AND EXPENDITURES**

	Actuals								Budget	
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
<i>Operating Revenues</i>										
Moorage - including subleases	\$ 157,356	\$ 175,341	\$ 185,313	\$ 194,337	220,547	228,752	\$ 243,594	\$ 263,454	\$ 268,700	
Special Assessment	87,031	87,031	87,031	83,619	87,746	84,671	80,530	84,743	84,900	
	244,387	262,372	272,344	277,956	308,293	313,423	324,124	348,197	353,600	
Utility Service fee (Water, Garbage)		5,334	15,014	10,161	9,930	9,792	9,994	10,998	4,300	
Electric Reimbursement	10,079	16,385	27,203	19,684	17,514	15,805	15,163	17,839	18,000	
Miscellaneous	11,536	20,007	20,485	22,554	23,092	21,424	24,295	29,581	42,100	
Grant	6,244	7,050	14,011	8,425	7,050	7,000	9,000	-	139,300	
<i>Operating Revenues</i>	<u>272,246</u>	<u>311,148</u>	<u>349,057</u>	<u>338,780</u>	<u>365,879</u>	<u>367,444</u>	<u>382,576</u>	<u>406,615</u>	<u>557,300</u>	
<i>Operating Expenses</i>										
Labor, taxes and burden	128,431	123,977	134,317	136,701	142,157	142,594	155,622	149,802	189,600	
Electric, water and garbage	18,300	23,540	31,361	27,056	25,103	24,075	25,061	38,252	42,000	
Insurance	14,681	15,053	12,709	7,473	5,888	6,865	7,398	7,992	7,800	
Maintenance	15,371	19,729	28,789	29,505	46,196	28,451	10,403	19,297	25,000	
Miscellaneous	15,287	12,158	11,121	11,658	15,630	10,635	19,316	15,096	18,000	
Security/IT	5,491	3,547	5,115	4,699	5,377	6,879	5,991	4,095	7,000	
Professional Services	10,131	11,764	5,675	8,566	7,290	6,330	18,401	3,903	25,000	
Legal	5,298	2,551	2,369	2,080	3,740	2,306	725	8,100	5,000	
<i>Operating Expenses before 2010 FlexLease Debt</i>	<u>212,990</u>	<u>212,319</u>	<u>231,456</u>	<u>227,738</u>	<u>251,381</u>	<u>228,135</u>	<u>242,917</u>	<u>246,537</u>	<u>319,400</u>	
Debt Service - 2010 FlexLease	23,901	28,425	27,820	27,515	26,435	25,670	24,840	28,850	27,750	
Debt Service - 2013 FlexLease	65,996	70,112	69,076	69,088	66,624	66,196	68,587	66,725	64,625	
<i>Operating Expenses before Capital Outlay</i>	<u>302,887</u>	<u>310,856</u>	<u>328,352</u>	<u>324,341</u>	<u>344,440</u>	<u>320,001</u>	<u>336,344</u>	<u>342,112</u>	<u>411,775</u>	
<i>Net Cashflow before Capital Outlay</i>	<u>(30,641)</u>	<u>292</u>	<u>20,705</u>	<u>14,440</u>	<u>21,440</u>	<u>47,443</u>	<u>46,232</u>	<u>64,503</u>	<u>145,525</u>	
<i>Capital Outlay</i>	<u>98,544</u>	<u>\$ 10,973</u>	<u>\$ 45,924</u>	<u>\$ 22,374</u>	<u>9,063</u>	<u>9,063</u>	<u>\$ 20,683</u>	<u>\$ 10,479</u>	<u>\$ 333,600</u>	

Boat Ramp Repairs - \$283,600
Paving Parking Lot - \$15,000
Dock & Float Repairs - \$35,000

Fiscal Year 2021-2022 Marina Financials	2017-18	2018-19	2019-20	2020-21	2021-22
MARINA EXPENSES					
Personnel Services	\$136,701	\$142,157	\$142,594	\$ 155,622	\$ 149,802
Materials and Services	\$91,037	\$109,224	\$85,541	\$ 87,295	\$ 96,735
Interest Expense	\$30,073	\$28,059	\$25,876	\$ 23,428	\$ 20,575
Depreciation Expense	\$79,870	\$79,870	\$78,759	\$ 77,781	\$ 76,238
Total	\$337,681	\$359,310	\$332,770	\$344,126	\$343,350
<i>CIP Projects not included in formula</i>	\$ 22,374	\$ 9,063	\$ -	\$ 15,290	\$ 10,479
MARINA REVENUE					
Marina	\$330,355	\$ 358,829	\$360,444	\$ 373,576	\$ 406,615
Grants	\$8,425	\$ 7,050	\$7,000	\$ 9,000	\$ -
Total Marina Revenue	\$338,780	\$365,879	\$367,444	\$382,576	\$406,615
2022 Revenue Exceeding Expenses					\$63,265
2021 Revenue Exceeding Expenses				\$38,450	
2020 Revenue Exceeding Expenses			\$34,674		
2019 Revenue Exceeding Expenses		6,569			
2018 Revenue Exceeding Expenses	\$1,099				

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Marina Moorage Slip Rate Proposal	2022 Slip Rate	2022 Total Slip fee including base Utilities & Assessment	Proposed 2023 Slip Rate	Proposed 2023 Total Slip Fee including base Utilities and Assessment	Total \$ Difference from 2022 to 2023	Total % difference from 2022 to 2023
Moorage Boathouse Slip annual per square foot	1.66 per sqft	Example: 1200 sqft= \$3763	1.826 per sqft	Example: 1200 sqft= \$3962	\$ 199.00	5%
Moorage Slips 30' and under A&B docks and C West facing- annual flat fee based on 30' (2022=\$46.90 per foot, 2023=\$51.59 per foot)	\$ 1,407.00	\$ 1,969.50	\$ 1,547.70	\$ 2,110.25	\$ 140.75	7%
Moorage Slips 30' and under C-Dock North East facing annual flat fee (2022=\$53.20 per foot, 2023=58.52 per foot)	\$ 1,596.00	\$ 2,158.55	\$ 1,755.60	\$ 2,318.15	\$ 159.60	7%
2022 Moorage Slips Over 30' C-Dock North annual per foot vessel length 40' dock fingers	\$ 44.16		\$ 48.58			
2022 Moorage Slips Over 30' C-Dock South annual per foot vessel length 35' dock fingers	\$ 48.79		\$ 48.79			
2023 NEW C-Dock Moorage flat fee based on boat length of over 30- 35' (\$54 per foot *35)	\$ 1,707.65	\$ 2,270.20	\$ 1,907.50	\$ 2,470.05	\$ 199.85	9%
2023 NEW C-DockMoorage flat fee based on boat length of 35-40' (\$53 per foot *40)	\$ 1,766.40	\$ 2,328.95	\$ 2,120.00	\$ 2,682.55	\$ 353.60	15%
2023 NEW C-Dock Moorage flat fee based on boat length over 40-43' (\$53 per foot*43)	\$ 1,898.88	\$ 2,461.43	\$ 2,279.00	\$ 2,841.55	\$ 380.12	15%
2023 New End Slip Moorage - 60' flat fee (\$53*60)	\$ 2,649.60	\$ 3,212.15	\$ 3,120.00	\$ 3,682.55	\$ 470.40	15%

Marina Rates & Fee Proposal 2023	2022 Moorage Rate/fee	2023 Proposed Moorage Rate/fee	Rate Change	Percentage Difference
Cruise Ship- Marina Basin North Jetty Commercial Dock Shuttle docking fee per stop	\$ 150.00	\$ 175.00	\$ 25.00	17%
Cruise Ship- Marina Basin North Jetty Commercial Dock fee per stop	\$ 250.00	\$ 300.00	\$ 50.00	20%
Marina Basin North Jetty Commercial Dock Private vessels 60-74' no power per night	\$ 60.00	\$ -	\$ -	
Marina Basin North Jetty Commercial Dock Private vessels 60-74' includes power	\$ 75.00	\$ 75.00	\$ -	0%
Marina Basin North Jetty Commercial Dock Private vessels 75-100' no power per night	\$ 75.00	\$ -	\$ -	
Marina Basin North Jetty Commercial Dock Private vessels 75-100' includes power	\$ 100.00	\$ 100.00	\$ -	0%
Marina Basin North Jetty Commercial Dock Private vessels 100-150' no power per night	\$ 100.00		\$ -	
Marina Basin North Jetty Commercial Dock Private vessels 100-150' includes power	\$ 130.00	\$ 145.00	\$ 15.00	12%
Guest Dock under 20' per night	\$ 12.00	\$ 15.00	\$ 3.00	25%
Guest Dock 20-29' no power per night- DELETE	\$ 20.00		\$ -	
Guest Dock 20-29' includes power	\$ 25.00	\$ 25.00	\$ -	0%
Guest Dock 30-39' no power per night-DELETE	\$ 25.00		\$ -	
Guest Dock 30-39' includes power	\$ 30.00	\$ 30.00	\$ -	0%
Guest Dock 40-49' no power per night-DELETE	\$ 30.00		\$ -	
Guest Dock 40-49' includes power	\$ 35.00	\$ 35.00	\$ -	0%
Guest Dock 50-59' no power per night-DELETE	\$ 40.00		\$ -	
Guest Dock 50-59' includes power	\$ 45.00	\$ 45.00	\$ -	0%
Moorage All Slips and Boathouses Base Electric- annual fee 2023 add to annual moorage fee	\$ 60.00	\$ 60.00	\$ -	0%
Moorage All Slips and Boathouses Base Water/Garbage annual fee 2023 add to annual moorage fee	\$ 60.00	\$ 60.00	\$ -	0%
Moorage Boathouse Slip Annual Assessment Fee- FIXED RATE	\$ 1,650.77	\$ 1,650.77		0%
Moorage All Boat Slips Annual Assessment fee- FIXED RATE	\$ 442.55	\$ 442.55	\$ -	0%
Moorage Annual Payment Late fee- per month	\$ 50.00	\$ 55.00	\$ 5.00	10%
Moorage Dingy & Jet Ski Fee- must fit in the perimeter of the slip with vessel- per month	\$ 35.00	\$ 50.00	\$ 15.00	43%
Moorage Shell Dock- annual fee	\$ 390.00	\$ 429.00	\$ 39.00	10%
Moorage Slip Sublease fee to the Port- set up fee	\$ 100.00	\$ 150.00	\$ 50.00	50%
South Basin Dock- Float plane annual	\$ 1,352.00	\$ 1,487.20	\$ 135.20	10%
South Basin Dock- Seasonal Lottery 6 month term	\$ 946.00	\$ 1,040.60	\$ 94.60	10%

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Prepared by: Greg Hagbery
 Date: November 1, 2022
 Re: T-Hangar Lease Rate Increase for 2023

At the direction of the Commission, staff continues to seek ways to increase revenue streams at the Ken Jernstedt Airfield to alleviate the necessity for the airfield to be subsidized by the bridge. The Port has historically maintained a 6% increase in lease rates since 2018 for the 36 T-Hangars.

At the November 16, 2021, Commissioners Meeting, the Commission approved a 10% increase for T-Hangar rates consecutively over the next three years. The table below illustrates the 10% increase from 2022 to 2023 T-Hangar rates.

Hangar	2022 Annual T-Hangar Rent	2022 Annual Revenue	2023 Annual T-Hangar Rent	2023 Annual Revenue
A	\$3,999	\$47,988	\$4,399	\$52,787
B	\$4,038	\$48,456	\$4,442	\$53,302
C	\$4,469	\$53,628	\$4,916	\$58,991
		\$150,072		\$165,079

There are currently 34 applicants on the T-Hangar waitlist with the oldest application submitted in 2019.

RECOMMENDATION: Approve 10% increase for the 2023 Airport T-Hangar Rates.

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Prepared by: Greg Hagbery
Date: November 1, 2022
Re: CG Operations – Lease
Timber Incubator Building

CG Operations, LLC is a small hemp processing and distribution company, with primary operations in Cottage Grove, Oregon. The market opportunity for processing and market distribution of hemp (non-THC plant) based products in the Hood River region is desirable as there are multiple industrial hemp growers, but few processing facilities in our region.

They would like to rent 5,000sf of space in the 3875 Heron Drive building in Odell. The base rate on the lease is \$0.65/sf + \$0.22/sf for Additional Rent. The term is for 1 year with two (2) year renewal options through 2027.

Their use is compatible with both the zoning and existing tenants in the building. They are an agricultural product processor and fall under USDA rules and regulations, not the OLCC, as their product is strictly regulated for THC content.

RECOMMENDATION: Approve lease with CG Operations, LLC for 5,000 square feet of flex industrial space in unit 100 & 200 located at 3875 Heron Drive, Odell.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor,” and CG Operations LLC an Oregon limited liability company, hereinafter referred to as “Lessee.” Lessor and Lessee may hereafter be referred to individually as a “party” or collectively as the “parties”.

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 5,000 square feet of space in Lessor’s building commonly known as the Timber Incubator Building (“Building”) located at 3875 Heron Drive, Oregon (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.”

Building Name:	Timber Incubator
Building Address:	3875 Heron Drive. Odell, OR 97044
Lessee Suite/Description:	Suite 100 & Suite 200
Leased Area:	5,000 SF
Rentable Area:	5,000 SF

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **November 2, 2022 and** continuing through September 30, 2023. If not in default under the Lease, and if Lessee pays Lessor all Rent Lessee owes or may be responsible to pay under the Lease, Lessee has the option to extend the Lease for two extension term(s) of two year(s) each, through September 30, 2027, provided Lessee gives Lessor written notice of Lessee's intent to renew the Lease for the additional term while the Lease is in effect. To be effective, Lessee’s notice to renew must be received by Lessor no later than ninety (90) calendar days prior to the Lease termination date.

Effective Date:	November 2, 2022
Lease Expiration Date:	October 31, 2023
Renewal Options:	Two (2) options, each for term of Two (2) years
Renewal Notice Requirement:	Ninety (90) days

- 3. Allowed Use.** Lessee shall use the Leased Premises for Hemp processing and wholesale distribution and the manufacture and wholesale distribution of Hemp based products (excluding Federally illegal drugs such as marijuana or hashish). The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor’s discretion. Lessee shall comply with all current and later adopted federal, Oregon and local county statutes and rules that apply to Hemp processing and distributions. Furthermore, Lessee, at Lessee's sole cost and expense, shall comply with all laws, orders and regulations of federal and municipal authorities, and with all directions, pursuant to law, of all public officers, that shall impose any duty upon Lessor or Lessee with respect to the Leased Premises or the use or occupancy thereof.

- 4. Rent**

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

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

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
100 & 200	5,000	\$0.65	\$3,250

4.1.1 Consumer Price Index (CPI). Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (“CPI”) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than one (1) percent or more than five (5) percent.

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

4.3 Additional Rent Calculation.

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
5,000	\$0.22	\$1,100

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

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

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

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

- 4.3.1.1.3** Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;
- 4.3.1.1.4** General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.
- 4.3.1.1.5** Property management and administration fees required to enable the Building to be used by tenants and maintained.

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

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

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

4.3.3 **Annual Adjustment/Reconciliations.** Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent

payments exceed the actual Additional Rent owed, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

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

4.3.4 Market Rent Payable If Lease Option Is Exercised. If the Lease is in effect one hundred eighty (180) calendar days prior to its renewal term, then not more than one hundred eighty (180) days from such renewal term, Lessor will notify Lessee in writing what the monthly Rent amount for the Leased Premises will be on the date of the renewal term if Lessee exercises Lessee's option to renew the Lease. The renewal term Rent amount will be based on Lessor's good faith estimate of the fair market monthly rental rate for the Leased Premises upon the start of the renewal term including a CPI adjustment, provided however, the Rent amount will not be less than the most recent monthly Rent amount payable by Lessee prior to the renewal term. When Lessor notifies Lessee what the renewal term monthly Rent amount will be, Lessor will provide Lessee with information Lessor has used to determine the fair market monthly Rent amount, in Lessor's opinion. If Lessee exercises Lessee's option to renew the Lease the fair market monthly Rent amount established by Lessor will be payable by Lessee beginning on the first day of the renewal term. The foregoing notwithstanding, if Lessee is dissatisfied with or has questions about the fair market monthly Rent amount Lessor will charge Lessee beginning at the renewal term, Lessee may discuss the matter with Lessor prior to exercising Lessee's option to renew the Lease. Lessor may agree to change the monthly Rent amount payable beginning of the renewal term, or not, in Lessor's discretion. If Lessor agrees to change the monthly Rent amount beginning at the renewal term, that agreement must be in writing signed by Lessee and Lessor.

5. Building Common Areas and Building Exterior Areas. Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use and benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit B". Use of available Building Common Areas and Building Exterior Areas shall be subject to compatible, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the

exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.

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

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

6. Parking. Lessee may park vehicles in Building Exterior Areas designated by Lessor for vehicle parking when parking spaces are available. [As part of this Lease Lessee shall have the right to use 8 parking spaces as shown on "Exhibit B". Lessor shall have no obligation to monitor parking or enforce parking restrictions associated with Lessee's designated parking spaces.]

7. Maintenance and Repair.

Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. A portion of the cost of Lessor maintenance and repair activities related to Lessee's occupancy of the Leased Premises shall be payable by Lessee as Additional Rent.

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

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

8. Insurance

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

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

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

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

8.3 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall

terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

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

10. Tenant Alterations. Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor.

12. Fixtures and Personal Property. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises or Building. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require

Lessee to remove personal property and Lessee fails to promptly do so, Lessor may affect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

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

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

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

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

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

Lessor shall provide up to 5 access keys to the Leased Premises or up to five (5) access cards. Additional keys or lost keys may be purchased from Lessor for \$20 per key. Additional access cards may be purchased from Lessor for \$25 per card. If Lessor is managing a key system which

requires issuance of a rekey Lessee shall be responsible for the cost associated with Lessor issuing a rekey.

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

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

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

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

20. Default. Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the Lease may be terminated at the option of Lessor. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages shall survive such termination and Lessor may re-enter, take possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

21. Holdover. If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a month-to-month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Lessor may choose to lower the rental rate and will notify Lessee of such choice in writing once Lessee is holding over. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-

month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than ten (10) calendar days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

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

23. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute involving this Lease may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.

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

DATED this ____ day of _____, 2022.

Lessee: CG Operation, LLC

Lessor: Port of Hood River

Signed:

Signed:

By: Ethan Anderson

By: Kevin M. Greenwood

Its: Member

Its: Executive Director

Address: 405 North P Street
Cottage Grove, OR 97424

Address: 1000 E. Port Marina Drive
Hood River, OR 97031

Email/phone: (914) 715-0086
ethan.anderson@cgoperations.com

Email/phone: (541) 386-1645
kevin@portofhoodriver.com

Exhibit A
LEASED PREMISES

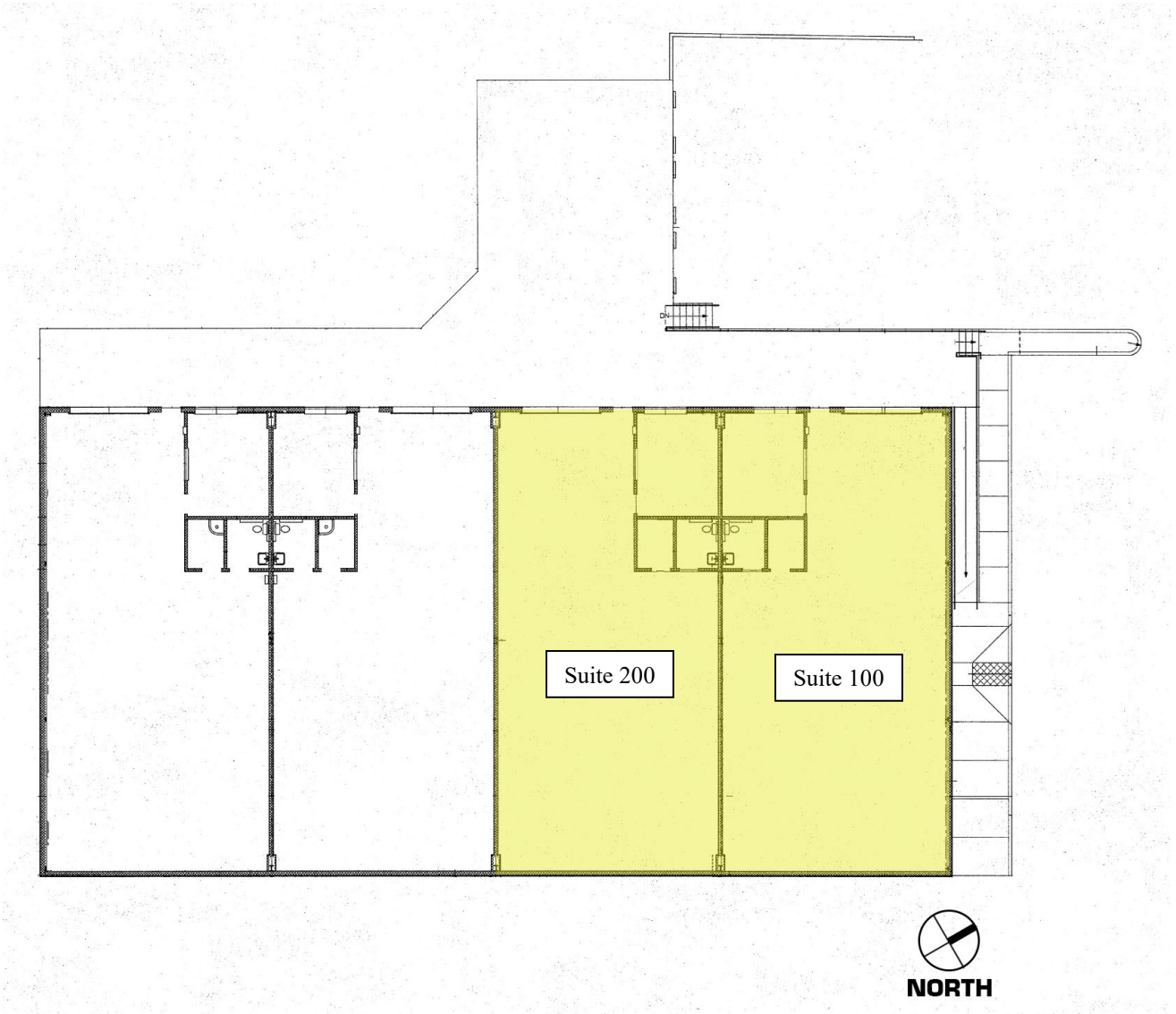


Exhibit B
COMMON AREAS AND BUILDING EXTERIOR AREAS





Prepared by: Greg Hagbery
Date: November 1, 2022
Re: Event Site Seasonal Parking Agreements
Mt Hood Meadows & Columbia Area Transit (CAT)

In 2016, the Port entered into temporary use agreements with Mt. Hood Meadows to allow winter parking at two waterfront locations. These are:

Event Site: This parking permit is valid for weekends and holidays over the winter and into mid-Spring. Skiers may park private vehicles in the Event Site parking lot and board busses for free transport to Mt. Hood Meadows Ski Area. There are multiple round trips back and forth during each day of operations.

Portway Avenue: The south side of Portway Ave, in front of the Event Site is made available for overnight parking of Mt. Hood Meadows employee busses. This agreement is valid all days through mid-April depending on snow conditions and the length of the ski season.

In prior years these agreements have provided support to a major employer in Hood River County and facilitated an alternative means of transport to the mountain; reducing both vehicle congestion and carbon emissions.

Since 2020, the Port has approved similar temporary use agreements with Columbia Area Transit (CAT), who is partnered with Mt Hood Meadows and the US Forest Service to provide weekday shuttle services. Both organizations wish to enter into agreements with the Port again this 22/23 ski season.

Staff has reviewed Port costs associated with these agreements and has ensured that the usage fees are adequate to cover Port expenses. Staff believes these agreements are worth continuing. All four agreements are attached for Commission review.

RECOMMENDATION:

Authorize Parking Permit with Mt. Hood Meadows Org., LLC. for parking use at the Event Site on weekends and holidays during the 22/23 ski season.

Authorize Parking Permit with Mt. Hood Meadows Org., LLC. for employee bus parking on East Portway Ave. during the 22/23 ski season.

Authorize Parking Permit with Columbia Area Transit. for parking use at the Event Site on weekends and holidays during the 22/23 ski season.

Authorize Parking Permit with Columbia Area Transit. for employee bus parking on East Portway Ave. during the 22/23 ski season.

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PORT OF HOOD RIVER

EVENT SITE PARKING LOT PERMIT

The PORT OF HOOD RIVER (hereafter “Port”) hereby authorizes Mt Hood Meadows Oreg., LLC (hereafter “Permittee”) to utilize the Port Waterfront Event Site parking lot (“Parking Lot”) for a park and ride shuttle parking location for Permittee’s guests during days referenced below, subject to the terms of this Permit and applicable statutes, ordinances and rules.

The Port reserves the right, in the Port’s sole discretion, at any time during the term of this permit to require Permittee to cease operations for a specified period, to change Permittee’s permitted hours of operation, to change Permittee’s location of operation, to require removal or concealment of signs or other advertising used by Permittee and reserves the right to restrict or prohibit the sale of any product by Permittee at the Parking Lot. The Port will provide two weeks’ notice prior to any change to this authorization.

The Event Site Parking Lot Permit will be valid for the following days (“Permit Days”):

- **December 25-31, 2022**
- **Saturdays and Sundays in January plus January 20, 2023 (MLK Day)**
- **Saturdays and Sundays in February plus February 17, 2023 (Pres. Day)**
- **March 7, 8, 14, 15, 21, 22, 28 and 29**

The fee for the Parking Lot use will be **\$700** which shall be paid no later than **December 31, 2022**.

Permittee’s employees may leave personal vehicles overnight on the Parking Lot when necessary due to circumstances such as weather conditions or engine trouble. Any such vehicles should be parked on the south edge of the Parking Lot or a Port citation may be issued.

Permittee will be allowed to post temporary-low impact (sandwich board) signage designating the Parking Lot as a park and ride during the Permit Days. Permittee shall not display any other advertising signs without the Port’s prior consent.

To the extent reasonably possible, Permittee shall refer to the “Port of Hood River Event Site” in flyers or electronic communication advertising or promoting the use of the Parking Lot for skier park and ride activities.

Permittee agrees to promptly remove any debris caused by or related to Permittee’s use of the Parking Lot and to keep the area in a clean condition. Standard garbage dumpster collection services shall be provided by the Port. Should additional garbage services be required during the terms of this contract, the Port and Permittee shall negotiate a proportional share of the additional costs. Permittee shall repair any damages to Parking Lot caused by Permittee’s activities, including snow plowing, as requested by Port.

Permittee shall comply with any conditions imposed by the City of Hood River applicable to Permittee’s activities at the Parking Lot. Failure to comply with those conditions will lead to the revocation of this Parking Permit.

The Port makes no representations that vehicular ingress or egress routes, or parking spaces will be accessible to Permittee or Permittee’s customers on Permit Days due to snow, ice or other conditions. Port will not be responsible for plowing or sanding of any part of the Parking Lot or Parking Lot entrance areas. Permittee acknowledges that the existing restroom facility near the Parking Lot will be closed; however, the Port will maintain a temporary restroom. Permittee also

acknowledges that the Port has installed pay parking kiosks near the Parking Lot. Employee and/or guest vehicles parked along the southern border of the event site will not be ticketed.

Permittee agrees to pay for and maintain a comprehensive business liability insurance policy with a company or companies satisfactory to the Port with **insurance limits of a minimum of \$1,000,000**, to name the Port as additional insured, and to promptly provide to the Port proof of insurance during the Permit period.

Permittee agrees to hold the Port, the Port's Commissioners, officers, employees or agents harmless from and to indemnify them against all losses, including expenses and attorneys' fees incurred by them before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with Permittee's negligence or wrongful acts on Port property or in any way connected with Permittee's use of the Parking Lot to the extent any such loss is not covered by Permittee's insurance.

The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the Permit. In addition, the Port may revoke the permit, in its complete discretion, after giving Permittee at least fourteen (14) days prior notice of its intent to do so.

Permittee shall not be entitled to receive a refund of any part of the Permit fee nor be entitled to be compensated by the Port for damages of any kind caused by or related Permittee's use of the Parking Lot or resulting from Port actions or restrictions, loss of parking during Permit Days or resulting from Port suspension or termination of this Permit.

THE ABOVE CONDITIONS ARE AGREED TO.

DATED: _____, 2022.

PERMITTEE: _____
Ann Gilbert, Transportation Manager
Mt. Hood Meadows Org., LLC
14040 Hwy 35
PO Box 470
Mt Hood OR 97041
503.337.2222 x 1308
ann.gilbert@skihood.com

PORT: _____
Kevin M. Greenwood, Executive Director
PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River OR 97031
(541) 386-1645
kgreenwood@portofhoodriver.com

PORT OF HOOD RIVER

PARKING PERMIT

The PORT OF HOOD RIVER (hereafter "Port") hereby authorizes Mt Hood Meadows Org., LLC hereafter ("Permittee") to park **FIVE** busses (no more than four large busses at one time) for employee transportation overnight, subject to applicable statutes, ordinances, and rules, at the Port's waterfront site. Parking will be allowed on Portway Avenue between North 1st and North 2nd Streets ("Use Area"). Parallel parking adjacent to the south curb is permissible in that location. The parking of busses in the Event Site parking lot overnight is not permitted.

The Port reserves the right, in the Port's sole discretion, at any time during the term of this permit to require Permittee to cease operations for a specified period, to change Permittee's permitted hours of operation, to change Permittee's location of operation, to require removal or concealment of signs or other advertising used by Permittee and reserves the right to restrict or prohibit the sale of any product by Permittee.

This permit shall be valid from November 2, 2022 through April 30, 2023.

Permittee shall pay the Port a total fee of **\$625** for use of the Use Area. Full payment shall be made by **December 31, 2022**.

Permittee shall not display any advertising signs without the Port's prior consent. Permittee agrees to be responsible for removal of any debris directly related to this use from Permittee's parking area. Permittee agrees that it will not use any of the adjacent property area without the express consent of the Port.

Permittee agrees to pay for and maintain a comprehensive business liability insurance policy with a company or companies satisfactory to the Port with **insurance limits of a minimum of \$1,000,000**, and to name the Port as additional insured.

Permittee agrees to hold the Port, the Port's Commissioners, officers, employees or agents harmless from and to indemnify the Port against all losses, including expenses and attorneys' fees incurred by the Port before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with Permittee's negligence in any way connected with Permittee's use of the Use Area, to the extent any such loss if not otherwise covered by Permittee's insurance.

Permittee shall be responsible to obtain any required local licenses and permits as a condition of granting this concession, including a City of Hood River Event License (if applicable).

Permittee acknowledges that the existing restroom facility near the Event Site will be closed; however, the Port will maintain a temporary restroom. Permittee also acknowledges that the Port has installed pay parking kiosks Portway Ave. Employee and/or guest vehicles parked along the southern border of the Event Site will not be ticketed.

The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the permit, as set forth herein. In addition, the Port may revoke the permit, in its complete discretion, after giving Permittee at least seven (7) days prior notice of its intent to do so.

THE ABOVE CONDITIONS ARE AGREED TO.

DATED: _____, 2022

PERMITTEE: _____
Ann Gilbert, Transportation Manager
Mt. Hood Meadows Org., LLC
14040 Hwy 35
PO Box 470
Mt Hood OR 97041
503.337.2222 x 1308
ann.gilbert@skihood.com

PORT: _____
Kevin M. Greenwood, Executive Director
PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River OR 97031
(541) 386-1645
kgreenwood@portofhoodriver.com

PORT OF HOOD RIVER

EVENT SITE PARKING LOT PERMIT

The PORT OF HOOD RIVER (hereafter "Port") hereby authorizes Hood River County Transportation District, dba Columbia Area Transit (hereafter "Permittee") to utilize the Port Waterfront Event Site parking lot ("Parking Lot") for a seasonal park and ride shuttle parking location for Permittee's guests subject to the terms of this Permit and applicable statutes, ordinances and rules.

The Port reserves the right, in the Port's sole discretion, at any time during the term of this permit to require Permittee to cease operations for a specified period, to change Permittee's permitted hours of operation, to change Permittee's location of operation, to require removal or concealment of signs or other advertising used by Permittee and reserves the right to restrict or prohibit the sale of any product by Permittee at the Parking Lot. The Port will provide two weeks' notice prior to any change to this authorization.

The Event Site Parking Lot Permit will be valid for the following days ("Permit Days"):

- **All days between December 8, 2022 – April 30, 2023 from 7:00am – 8:00pm**

The fee for this Parking Lot use will be **\$2,200** which shall be paid no later than **December 31, 2022**.

Permittee will be allowed to post temporary-low impact (sandwich board) signage designating the Parking Lot as a park and ride and outlying the bus schedule during the Permit Days. Permittee shall not display any other advertising signs without the Port's prior consent.

To the extent reasonably possible, Permittee shall refer to the "Port of Hood River Event Site" in flyers or electronic communication advertising or promoting the use of the Parking Lot for skier park and ride activities.

Permittee agrees to promptly remove any debris caused by or related to Permittee's use of the Parking Lot and to keep the area in a clean condition. Standard garbage dumpster collection services shall be provided by the Port. Should additional garbage services be required during the terms of this contract, the Port and Permittee shall negotiate a proportional share of the additional costs.

Permittee shall comply with any conditions imposed by the City of Hood River applicable to Permittee's activities at the Parking Lot. Failure to comply with those conditions will lead to the revocation of this Parking Permit.

The Port makes no representations that vehicular ingress or egress routes, or parking spaces will be accessible to Permittee or Permittee's customers on Permit Days due to snow, ice or other conditions. Port will not be responsible for plowing or sanding of any part of the Parking Lot or Parking Lot entrance areas. Permittee shall be liable for any damages to curbs due to plowing of Event Site parking lot. Permittee acknowledges that the existing restroom facility near the Parking Lot will be closed; however, the Port will maintain a temporary restroom.

Permittee acknowledges that the Port has installed parking payment kiosks in the Parking Lot. Permittee shall inform its customers that Parking Lot requires a daily parking fee during Permit

Days. Overnight parking in the Parking Lot is not allowed between the hours of 11:00 p.m. and 6:00 a.m. Employee vehicles parked along the southern border of the event site will not be ticketed.

Permittee agrees to pay for and maintain a comprehensive business liability insurance policy with a company or companies satisfactory to the Port with **insurance limits of a minimum of \$1,000,000**, to name the Port as additional insured, and to promptly provide to the Port proof of insurance during the Permit period.

Permittee agrees to hold the Port, the Port's Commissioners, officers, employees or agents harmless from and to indemnify them against all losses, including expenses and attorneys' fees incurred by them before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with Permittee's negligence or wrongful acts on Port property or in any way connected with Permittee's use of the Parking Lot to the extent any such loss is not covered by Permittee's insurance.

The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the Permit.

In addition, the Port may revoke the permit, in its complete discretion, after giving Permittee at least fourteen (14) days prior notice of its intent to do so.

Permittee shall not be entitled to receive a refund of any part of the Permit fee nor be entitled to be compensated by the Port for damages of any kind caused by or related Permittee's use of the Parking Lot or resulting from Port actions or restrictions, loss of parking during Permit Days or resulting from Port suspension or termination of this Permit.

THE ABOVE CONDITIONS ARE AGREED TO.

DATED: _____, 2022.

PERMITTEE: _____
Amy Schlappi, Executive Director
Hood River County Transportation District
224 Wasco Loop
Hood River, Oregon 97031
541-386-4202
Amy.schlappi@catransit.org

PORT: _____
Kevin Greenwood, Executive Director
PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River OR 97031
(541) 386-1138
kgreenwood@portofhoodriver.com

PORT OF HOOD RIVER

PARKING PERMIT

The PORT OF HOOD RIVER (hereafter "Port") hereby authorizes Hood River County Transportation District, dba Columbia Area Transit (hereafter "Permittee") to park **TWO** bus for employee transportation overnight, subject to applicable statutes, ordinances, and rules, at the Port's waterfront site. Parking will be allowed on Portway Avenue between North 1st and North 2nd Streets "Use Area"). Parallel parking adjacent to the south curb is permissible in that location. The parking of busses in the Event Site parking lot overnight is not permitted.

The Port reserves the right, in the Port's sole discretion, at any time during the term of this permit to require Permittee to cease operations for a specified period, to change Permittee's permitted hours of operation, to change Permittee's location of operation, to require removal or concealment of signs or other advertising used by Permittee and reserves the right to restrict or prohibit the sale of any product by Permittee.

This permit shall be valid from November 2, 2022 through April 30, 2023. This period may be extended for four weeks without additional payment if approval is sought and received in writing from Port Executive Director.

Permittee shall pay the Port a total fee of **\$250** for use of the Use Area. Full payment shall be made by **December 31, 2022**.

Permittee shall not display any advertising signs without the Port's prior consent. Permittee agrees to be responsible for removal of any debris directly related to this use from Permittee's parking area. Permittee agrees that it will not use any of the adjacent property area without the express consent of the Port.

Permittee agrees to pay for and maintain a comprehensive business liability insurance policy with a company or companies satisfactory to the Port with **insurance limits of a minimum of \$1,000,000**, and to name the Port as additional insured.

Permittee agrees to hold the Port, the Port's Commissioners, officers, employees or agents harmless from and to indemnify the Port against all losses, including expenses and attorneys' fees incurred by the Port before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with Permittee's negligence in any way connected with Permittee's use of the Use Area, to the extent any such loss if not otherwise covered by Permittee's insurance.

Permittee shall be responsible to obtain any required local licenses and permits as a condition of granting this concession, including a City of Hood River Event License (if applicable).

The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the permit, as set forth herein. In addition, the Port may revoke the permit, in its complete discretion, after giving Permittee at least seven (7) days prior notice of its intent to do so.

THE ABOVE CONDITIONS ARE AGREED TO.

DATED: _____, 2022

PERMITTEE: _____

Amy Schlappi, Executive Director
Hood River County Transportation District
224 Wasco Loop
Hood River, Oregon 97031
541-386-4202
Amy.schlappi@catransit.org

PORT: _____

Kevin Greenwood, Executive Director
PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River OR 97031
(541) 386-1645
kgreenwood@portofhoodriver.com



Project Director Report

October 31st, 2022

The following summarizes Bridge Replacement Project activities from Oct 17th to Oct 31st, 2022:

PROJECT MANAGEMENT

- *HTNB is continuing to meet with WSP, ODOT and FHWA related to the NEPA/FEIS process.*
- *HNTB Amendment 1 has been approved. The amendment covers early Geotechnical Work, Preliminary Engineering that will support the development of an RFP/RFQ for the final designer/contractor on the project and bring key staff to full time on the project. HNTB is completing agreements with sub consultants.*
- *HNTB Amendment 2 has been submitted for review by ARUP. The amendment covers a Revenue Optimization Study and increased Grant Support and Advocacy, Cultural resources work related to Geotechnical Exploration on tribal lands, Development of Treaty Tribe Fishing MOA's and increased communication outreach for the project.*

FUNDING FINANCE & TOLLING

- *WSTC T&R Analysis*
 - *WSTC team will do an update presentation to the BSWG and PORT Commission in December.*
 - *HNTB and the PORT continue to coordinate with WSTC, providing traffic data and historical information as requested. WSTC is performing traffic counts in the area.*

GRANT FUNDING UPDATES

- *Multimodal Project Discretionary Grant (MPDG)*
 - *Mega Project is still pending*
 - *Rural is still pending*
- *Bridge Infrastructure Program (BIP)*
 - *Should hear back this fall before the November election.*
 - *50% match required (other state grants/appropriations and bonds count)*
 - *Obligation date: September 30, 2025 (within 18-month period)*
 - *Amount requested: \$100M*
- *Build20*
 - *Grant Awarded 9/23/22*
 - *Funding: \$5M – Federal Share, \$1.25M Local Match (Washington Grant) – Total \$6.25M with an Expenditure Deadline of 12/31/2024*
 - *Coordinating with FHWA on training related to reporting process.*
- *ARPA (Oregon Grant)*
 - *Grant Awarded 5/12/22*
 - *Funding: \$5M with an Expenditure Deadline of 12/31/26*

- *Our 3rd Quarter report was submitted to ODOT/FHWA on 9/10/2022 \$107,824.28 was submitted for reimbursement for this Quarter which ran from 7/1/2022 thru 9/30/2022.*
- **WA SB 5165 Grant**
 - *Grant Awarded 2/2/22*
 - *Funding: \$5M with an Expenditure Deadline of 6/30/23 (\$3M) and 6/30/23 (\$2M)*
 - *Preparing our 3rd Quarter reimbursement for \$320,633.69 (covers from 4/1/22 to 9/30/22)*

GOVERNMENT AFFAIRS UPDATE

- *One on one Oregon Legislative briefings have begun, Mayor McBride, Commissioner Fox and Commissioner Anderson were able to attend the meetings with the following members:*
 - *Oregon*
 - *Representative Sosa (D-Hillsboro)*
 - *Representative Scharf (R-Amity)*
 - *Sen. Gorsek (D-Troutdale)*
- *Meetings will continue thru 11/9/22.*
- *The next trip to Washington DC has been set for Dec 6th – 8th. Hal Hiemstra is finalizing the details of this trip. He has submitted a dinner request to Marteza with USDOT and is awaiting a response.*

GOVERNANCE/BRIDGE AUTHORITY PROGRESS

- *The 2nd Draft of the Commission Formation Agreements is in review by all parties. Upon receipt and resolution of comments a 3rd and final draft will be presented to the BSWG for approval.*
- *Public input will be solicited in WA and OR on the Primary Place of business determination. Once this input has been received and evaluated the BSWG will determine the next steps.*
- *Local Govt nominations/appointments options will be evaluated by a sub committee and a recommendation will be brought back to the BSWG at the Nov 14th meeting.*

FINAL EIS/RECORD OF DECISION/TREATY MOA'S

- *Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisId=314171>*
- *Update from Dennis Reich with ODOT indicated that Tom Loynes and Cash Cesselet have meet with QC and NOAA and are anticipating to have most of the draft completed by 10.28.22*
- **Tribal Consultation Update**
A semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. The first meeting was held on 10/18/22. A collaboration space has been created on the Project Portal site.
 - **Yakama Nation (YN).**

- Draft MOA was reviewed by PORT legal counsel and submitted to ODOT, Comments were received by ODOT and a revised draft addressing ODOT comments is being finalized for resubmittal to ODOT by 10.28.22
- **Nez Perce**
 - A meeting will be set up with David Cummings our new point of contact through the end of the year.
- **Umatilla (CTUIR).**
 - A meeting was held on 10.24.22 with Joe Pitt the new legal contact for CTUIR to introduce the project and team that will be working with him to finalize the MOA. Joe was very open to the submittal of a draft agreement. HNTB will be drafting an MOA for his review by the end of November.
- **Warm Springs.**
 - ODOT managing this relationship.

DELIVERY METHOD

- Request for letter of interests is developed and will be sent for industry feedback
- Delivery Method Industry Forum is being scheduled for Nov 7th
- Industry one on one meetings will be scheduled in Mid Nov

GEOTECHNICAL

- A work plan is being developed, it is anticipated that on land borings will begin on the Oregon side by the end of the year followed by Washington on land borings and then moving to in water borings in the Spring of 2023.

OTHER ITEMS

KEY STAKEHOLDER MEETINGS

Date:	Subject:
10.17	Briefing with Rep. Sosa
10.18	Meeting with Megan Ramey from Bike Community
10.18	Treaty Tribe MOAs with FHWA and ODOT
10.19	Briefing with Rep Scharf
10.20	Financial Advising meeting with PFM
10.20	Briefing with STV Engineering Firm
10.21	Briefing with Sen. Gorsek
10.24	Briefing with TyLin
10.24	Joe Pitts legal counsel from CTUIR on Treaty MOA
10.25	Legal Review of YN MOA with Schwabe

<i>10.25</i>	<i>WA and OR Lobbyist Call</i>
<i>10.25</i>	<i>Briefing with Sundt Construction Company</i>
<i>10.26</i>	<i>Briefing with Sen. Beyer</i>
<i>10.27</i>	<i>NEPA/Cultural Resource with FHWA and ODOT</i>



Prepared by: John Mann
Date: November 1, 2022
Re: Load Rating Presentation by Mark Libby HDR Engineering

Mark Libby will be attending our meeting to present information about the load rating and the choices we need to make for the path forward. The objective of this presentation is to determine the Board's direction on load rating increase and if this is the direction the Board would like to continue down in order to raise the load limits. ODOT lowered our load rating on March 3, 2021. Mark Libby will help describe the pros and cons of completing this load rating recovery. He will also be informing the Board about how this affects the health of the bridge and the importance of keeping our aging bridge functional until the new bridge is constructed.

RECOMMENDATION: Informational

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Prepared by: Greg Hagbery
Date: November 1, 2022
Re: City of Hood River – Stormwater Plan

The City of Hood River is designing a city-wide storm water outfall system. The proposed infrastructure could have an impact on Port owned properties by way of easements that will be required to be in place to protect city installed infrastructure. The city manager, Abigail Elder would like to present the topic and planning efforts thus far, to the Port Commission for discussion.

RECOMMENDATION: Discussion

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CITY OF HOOD RIVER

211 2nd Street, Hood River, OR 97031 Phone: 541-386-1488

TO: Port of Hood River Board of Commissioners
CC: Kevin Greenwood, Executive Director
FROM: Abigail Elder, City Manager
DATE: November 1, 2022
SUBJECT: City of Hood River Low Impact Development (LID) Approach to Water Quality Treatment of Stormwater Runoff

The City of Hood River is working on a comprehensive approach to stormwater for the 26-acre downtown drainage basin that flows to a wetland north of the Union Pacific Railroad tracks and south of I-84. The primary project is the Waterfront Stormline relocation. Existing pipelines are located under private property and are in poor condition. To construct the new Waterfront storm pipe at a reasonable depth (i.e., above the ordinary high-water level of the Columbia River), the downtown storm runoff must be routed to a new outfall to the river.

Permit agencies, triggered by the outfall to the wetland, require that the City provide water quality treatment for the drainage basin. The original plan for this treatment was via a combined treatment facility north of the Union Pacific Railroad tracks. Upon further review, this approach was determined to be not viable due to constructability and maintenance issues. The City now seeks to create a system of distributed water quality treatment facilities.

In addition to maintenance concerns, City staff anticipate further treatment regulation from Oregon DEQ through a MS-4 permit requirement as the City approaches a population of 10,000. Current MS-4 permit requirements promote “green” stormwater treatment to the point where the permittee must demonstrate why LID-type treatment is not feasible before being allowed to employ mechanical treatment devices.

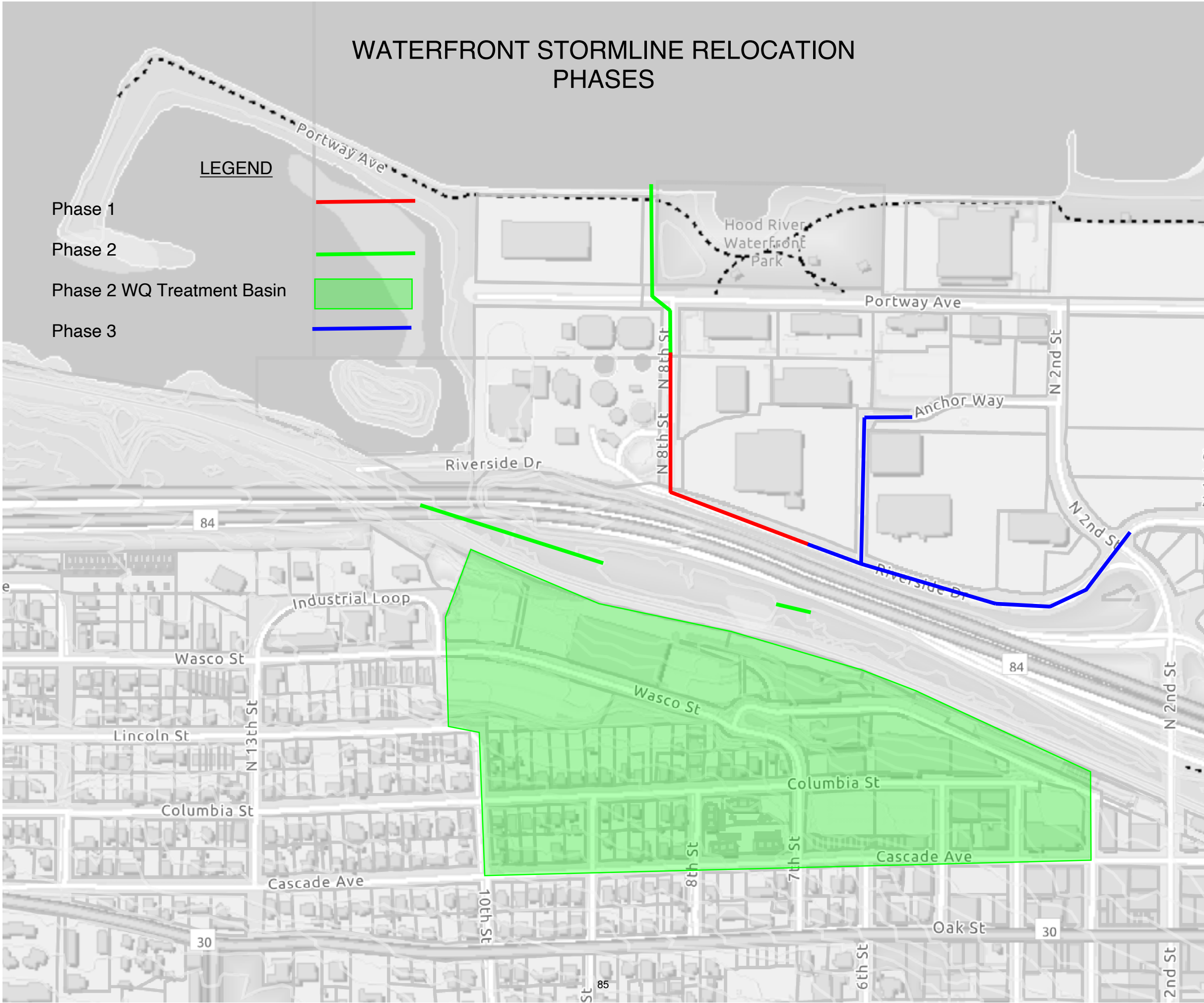
Multiple, smaller vegetated facilities will be constructed throughout the 26-acre drainage basin. Most green stormwater treatments will be located within the road rights-of-way or in parking lots. However, a small number of facilities will need to be constructed on property not owned by the City of Hood River. There is one, possibly two, easements needed on Port property. These are:

1. Easement to build the waterfront storm outfall on Port-owned property immediately west of the Waterfront Park.
2. Possible easement on the eastern hillside of the Big 7 property to treat stormwater runoff from the pipes on Industrial Avenue.

The City seeks to start this winter with construction of the waterfront storm outfall during the annual “fish window” when construction is allowed within the waters of the Columbia River. City and project staff will work closely with Port staff to minimize the project’s impact on Port property, identify and negotiate needed easements, and provide information to the Port Board of Commissioners for their consideration at a future meeting.

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WATERFRONT STORMLINE RELOCATION PHASES



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Executive Director's Report
November 1, 2022

ADMINISTRATION

- *Patty Rosas, Contracts Administrator, prepared this meeting packet while Genevieve is on leave. She is also learning to update the Port's website as well.*
- *Letter of Support signed for Gorge TransLink Alliance for a transit grant application.*
- *Attended Candidates Forum at Hood River Hotel on Oct. 26.*
- *Legal continues to work through liability issues on the NW Pipeline easement.*
- *Joint meeting with managers with the city, rec district, county and school district. Also met with new White Salmon city administrator.*
- *Fielded a conversation with a stormwater district looking for a municipality to provide billing service for its customers. Gross revenue for the service could be as much as \$3M annually.*
- *Staff has digitized audits going back to 1981.*
- *First review of fee schedules in front of Commission this evening.*
- *Commissioner Gehring's name was re-submitted to HR Urban Renewal Board for re-appointment.*
- *The Port has received at least four proposals for legal services. A sub-committee of commission president, executive director and outgoing legal counsel will review proposals.*
- *Staff is preparing a plaque to post on the waterfront commemorating outgoing legal counsel, Jerry Jaques' 43 years of service to the Port.*
- *Special Work Session/Regular Meeting scheduled for November 15. Work Session will begin at 11:00am at the Mountainview Room at the Best Western. Lunch will be provided, and a brief regular business meeting will be conducted afterwards. Draft agenda for the work session looks like the following:*
 - *Future of the Port, 15 min.*
 - *Waterfront Development, 30 min.*
 - *Airport Development, 30 min.*
 - *Lower Mill, 30 min.*
 - *Exec. Session to discuss legal memo regarding Commission Formation Agreement, 15 min.*
 - *Staff Directives, 15 min.*
- *Please be cautious about pressing any suspicious links in your Port email. There have been several reports of "phishing" attempts. If you are ever asked for credentials for Port-related emails, please contact Staff.*
- *SDAO Annual Conference has been scheduled for Feb. 10-12 in Sunriver. This is an excellent opportunity to network with other elected officials and participate in training sessions. Please check your calendars and let Staff know if we can sign you up.*
- *Arup has begun review of HNTB Amendment No. 2 which will cover increased resources for tribal consultation, communications/PR, and toll optimization study in conjunction with WSDOT traffic and revenue study. Amendment No. 2 should come to Port Commission after BSWG review in December.*

FINANCE – JANA SCOGGINS, DEPUTY FINANCE MANAGER

- *Working with P-Square to modify grace period from 10 to 21 days from first invoice; and 5 to 9 days before delinquent invoice is generated. This will increase the escalation from 15 to 30 days.*
- *Internal budget departmental requests have begun.*
- *FY21-22 Audit underway.*
- *Property Tax Reconciliation and Billing taking place*
- *Fixed Assets and Depreciation in progress*
- *Beginning stages of creating financial reporting*
- *Payroll wage schedule/employee handbook updates for 2023 in progress.*

RECREATION/MARINA – DARYL STAFFORD, WATERFRONT MANAGER

- *Marina fees shared with marina user group.*

DEVELOPMENT/PROPERTY – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *Port staff met with City regarding stormwater project. City Manager, Abigail Elders will be presenting tonight for discussion.*
- *Staff has evaluated various options for food cart locations at the waterfront. This topic will be included in the November 15th round table discussion.*
- *Security cameras at the Port office and Marina are up and running. A publicly accessible live stream of the Marina provided by the camera installed on Marina Park #1 Building will be available on the Port’s website soon.*
- *Staff is preparing to issue an RFP for building inspection report of all Port owned buildings. This assessment will provide guidance on the condition and overall shelf life of Port assets.*
- *The eastern portion of the Maritime lot is being researched as a summer season freight vehicle parking area. This would alleviate congestion between passenger vehicles and freight vehicles along the western portion of Portway Avenue during the peak tourist season.*
FEMA is in the process of updating their Flood Maps for our region. More information to follow on the likely impacts once maps are reviewed by staff.

AIRPORT – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *Staff is continuing to work with Pacific Power and Port Facilities staff to install three phase power to the Fuel Tank.*
- *An internet service contract to provide adequate internet bandwidth to the Airport cameras has been established through Spectrum. Staff is waiting for communication on installation. Once installed all three cameras will then be connected. One camera, providing a view north from the FBO building will be publicly accessible through the Port’s website.*
- *Staff continues to work with Ecological Land Services, US Army Corps of Engineers and the Department of State Lands to develop a refined action plan to bring the wetland remediation project into compliance. First year monitoring determined that the percentage of invasive species was above acceptable thresholds.*
- *Staff is researching solar opportunities to offset electrical usage at the airport.*
- *The 2022 COAR Grant was applied for and accepted by Oregon Department of Aviation (ODA) prior to an FAA requirement that the AWOS replacement project be split into two projects, “Design” and*

“Construction”, respectively. As such, ODA will not allow multiple COAR Grants for the same project. Since the 2022 COAR Grant request was already accepted, the Port would not be allowed a 2023 COAR Grant acceptance for the AWOS project. After discussions with ODA, it was determined that the best way to proceed was to cancel the 2022 COAR Grant request for \$20,700 and submit a 2023 COAR Grant application for \$43,650 towards the construction portion of the project.

- *AWOS update: The AWOS III P/T, which will replace the current AWOS equipment, detects visibility, variable visibility, sky conditions, cloud ceiling height, liquid precipitation, precipitation type identification and thunderstorms*
- *The Hood River Soaring Club wished to share the following sentiment.*

...On behalf of Hood River Soaring, I’d like to thank you for the generous support. By pooling resources to upgrade one of our tow planes to a 4-blade prop, we’re demonstrating best efforts to fly friendly. Now with reduced noise emissions, HRS is one step closer to achieving its sustainability goal while continuing to embrace its primary mission: “We promote the art and science of soaring by making aviation and aviation education accessible to all, including special outreach to youth.”

The attached image shows club leaders and some of our most active youth members, celebrating the new prop installed on “Tow Lima”. Next step is to upgrade Tow Lima’s exhaust system, and we



From left to right top: HRS Club President, Steve, Morrow; Vice President and Chief Tow Pilot, Ty Sibley.

anticipate that this will reduce noise emissions even more now that the prop upgrade is complete. Our other tow plane, Tow Zulu, already has an effective exhaust system, and it seems to have drawn fewer noise complaints.

BRIDGE/TRANSPORTATION – JOHN MANN, FACILITIES DIRECTOR

- *Annual Snow Season multi-agency coordination meeting was held last week. “All person” notification test system is being reorganized. ODOT will be writing a toll reimbursement agreement for the Port when the DOTs close I-84 for snow or other emergencies.*
- *Continuing to investigate security options.*
- **Portway Stormwater Bid Process;** *Bids were received 10/25/22 for the Portway Stormwater project. This project catches the storm water from the west end of Portway and redirects it to the new city outfall being constructed this winter. This is a beneficial project as it allows the city to abandon the storm water pipeline that currently runs under the Maritime building. Our Portway project ties the storm water for the West end of Portway and the entire Maritime property when that is developed. 4 bids were received ranging from \$313,061.00- \$415,000.00. The engineer’s estimate for the project is \$361,392.00. James Dean is the apparent low bidder. The bid process is currently in the contest period for 10 days. Staff will be bringing this contract to the board for approval November 15, 2022.*
- **Hanel Mill Wetland Recovery Project;** *This CIP project is being performed in house. The new pipeline has been installed and connected to the existing and the pipeline work is complete. Facilities now will dig out the wetlands and fill this area with controlled fill. Project completion estimated for late November or early December with a permit expiration of December 31, 2022.*
- **Boat Launch Floats and Ramp project;** *We have hit some obstacles in the design of the new docks floats. The weight difference between the old docks and the new docks is causing an unforeseen balance issue. The project engineer of record is working through solutions for the problems discovered during installation. There will be a change order coming for board approval for moving the existing dock a few feet to the south to meet the new floats and for correcting the balance issues.*
- **Wire Ropes Replacement Project;** *The Port of Hood River executed the contract for this work 10/26/22 which kicks off the working days for the project. Port staff will be working with the contractor, so we have a long period of time to begin the public notification of the 4-day weekend closure. The fabrication and stretching of the new ropes take approximately 6 months. Once the new wire ropes have been installed there will be a 6-month check to be sure we have not stretched more. If there has been cable stretch, the 4-day process and closure would need to take place again.*

COMMISSION ACTION ITEMS

- **Compensation and Expenses.** As permitted by ORS 198.190, each Port Commissioner may receive up to \$50 per day as compensation for services performed as a member of the governing body. Currently, the Port provides up to \$100 per month for each Commissioner. The Port also may provide for reimbursement of Commission members for actual and reasonable traveling and other expenses incurred in the performance of official Commission duties (ORS 198.190). Port funds shall not be used to pay expenses incurred by a Commissioner’s spouse, family member, or guest.



Prepared by: John Mann
Date: November 1, 2022
Re: Authorize Contract with James Dean Construction for the
Portway Stormwater Project

The City of Hood River is going into the construction phase of the stormwater outfall project. Once this project has been completed, they will be abandoning the line that currently services the west end of Portway. This project ties both the storm water from Portway, and the future stormwater needs for the Maritime property, into one storm water pipeline connected to the city outfall project. Once the city has abandoned the existing line under the Maritime building, the city will fill this line with concrete.

Four bids were received with a low bid of \$313,061.00. Bids ranged from \$313,061.00-\$415,00.00. The engineer's estimate for the project was \$361,392.00.

RECOMMENDATION: Authorize Contract with James Dean Construction for Portway Stormwater Project in an amount Not to Exceed \$313,061.00, subject to legal review and barring no protests.

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**PORT OF HOOD RIVER
PUBLIC IMPROVEMENT CONTRACT**

This Public Improvement Contract ("Contract") entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, ("PORT") and James Dean Construction, an Oregon corporation ("CONTRACTOR"), for completion of the Portway Stormwater Pipeline Project ("Project"). PORT and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, PORT issued a Bid Solicitation for the Project on September 28, 2022, inviting bids to replace the construct the Portway Stormwater Pipeline Project. This Project consists of installing approximately 326 linear feet of new 18" ASTM 3034 DR35 PVC storm sewer pipeline along Portway Ave. from the existing catch basins north of the City's wastewater treatment plant to a proposed City stormwater pipeline at N. 8th St. In addition, 92 linear feet of 12" ASTM 3034 DR35 PVC storm sewer pipeline will be installed to serve two (2) Port properties north of Portway Ave. and 40 linear feet of existing 6" storm sewer pipeline will be replaced with 10" ASTM 3034 DR35 PVC storm sewer pipeline between the existing catch basins. This Project also includes removing an existing catch basin and replacing it with a Contech StormFilter catch basin; installing two (2) new 48" manholes; replacing 70 linear feet of curb and gutter; replacing 70 square feet of sidewalk; replacing a concrete driveway approach; and replacing 540 square yards of asphalt. All Work is to be performed per the requirements of the Contract Documents. (the "Work");

WHEREAS, CONTRACTOR submitted a bid in response to Port's Bid Solicitation, offering to perform the Work under the terms and conditions of this Contract;

WHEREAS, PORT evaluated all offers and selected CONTRACTOR to perform the Work; and,

WHEREAS, the Parties hereto desire that this Contract be undertaken and completed on the terms and conditions as hereafter set forth;

THEREFORE, IT IS AGREED AS FOLLOWS:

I. TERMS OF PERFORMANCE

CONTRACTOR agrees to perform the Work and provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to complete the Work in accordance with all terms specified in (i) this Contract; (ii) the Portway Stormwater Pipeline project Solicitation ("Solicitation"), including the Port of Hood River General Conditions for Public Works Contracts ("General Conditions") incorporated therein; and (iii) CONTRACTOR's submission to Solicitation ("CONTRACTOR's Submission"). This Contract, Solicitation, General Conditions, and CONTRACTOR's Submission are collectively referred to herein as the "Contract Documents." The Contract Documents are incorporated by reference and constitute the entire agreement between PORT and CONTRACTOR.

In the event of a conflict between the Contract Documents, the controlling document shall be this Contract, then the General Conditions, then the Solicitation, and finally CONTRACTOR's Submission. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

II. COMPENSATION

Subject to the provisions of the Contract Documents and in consideration of CONTRACTOR's faithful performance of the terms and conditions thereof by the CONTRACTOR and CONTRACTOR's completion of the Work, PORT

agrees to pay CONTRACTOR in the manner provided in the Contract Documents. Compensation is for completion of the Work pursuant to the Contract Documents.

III. CONTRACT DATES

- 1) Project Start Date: Ten (10) calendar days from issuance of Notice to Proceed
- 2) Substantial Completion: Substantial completion of the Project will be determined by PORT on the date immediately following the date CONTRACTOR has completed the Work.
- 3) Final Completion: Not later than March 8, 2023.

IV. LIQUIDATED DAMAGES

Time is of the essence for this Contract. If CONTRACTOR fails to complete the Work within the Physical Working Days, or any extension thereof granted by PORT, the actual damage to the public and PORT will be substantial but will be difficult or impractical to determine. Therefore, it is agreed CONTRACTOR will pay PORT, not as a penalty but as liquidated damages, Ten Thousand US Dollars (\$10,000.00) for each hour of delay in excess of the Physical Working Days set forth hereinabove.

Permitting CONTRACTOR to continue and finish the Work, or any part thereof, after the Physical Working Days period, or Alternate Physical Working Days period, as pertinent, has expired shall in no way operate as a waiver on the part of PORT or any of its rights under the Contract.

Payment of liquidated damages shall not release CONTRACTOR from obligations in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of PORT's right to collect any additional damages which may be sustained by failure of the CONTRACTOR to carry out the terms of the Contract, it being the intent of the Parties that said liquidated damages be full and complete payment only for failure of CONTRACTOR to complete the Work on time.

V. REPRESENTATIVES

PORT designates Kevin M. Greenwood, its Executive Director as its Authorized Representative in the administration of this Contract. Kevin Greenwood's contact phone is (541) 386-1138 and email is kgreenwood@portofhoodriver.com. CONTRACTOR designates _____, its title _____, as its Authorized Representative to act on its behalf. [CONTRACTOR's Authorized Representative's contact phone is _____ and email is _____]. Either Party shall be entitled to remove and/or substitute their respective Authorized Representative by providing written notice to the other Party.

Notwithstanding the foregoing, the below-named individuals shall be the designated points of contact for matters relating to performance, payment, authorization, and to carry out the responsibilities of the Parties. Any notice, request, report, or other communication required or permitted hereunder shall be in writing and shall be delivered personally (by courier or otherwise), by electronic mail, sent by certified or registered mail, postage prepaid and return receipt requested, or by express mail or other nationally recognized overnight or same-day delivery service. Any such notice shall be deemed given when so delivered by electronic mail, by such delivery service, or by the United States mail to each Party's Authorized Representative and to the following individuals:

If to PORT:

Attn: John Mann, Facilities Director
1000 E. Port Marina Drive
Hood River, OR 97031
Email: jmann@portofhoodriver.com
Phone: (541) 399-9228

If to CONTRACTOR

Attn: [_____]
[_____]
[_____]
Email: [_____]
Phone: [_____]

I. INTEGRATION

The Contract Documents constitute the entire agreement between the Parties. No modification or change of terms of this Contract shall bind either Party unless in writing and signed by the Authorized Representatives of both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. CONTRACTOR, by the signature below of its Authorized Representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

II. COUNTERPARTS, EXECUTION, ELECTRONIC SIGNATURES

This Contract may be executed in counterparts. This Contract may be executed using original signatures, facsimile signatures, or only with PORT’s prior approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, that can be authenticated. Under ORS 84.014, CONTRACTOR’s consent is not required for this Contract to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, CONTRACTOR grants such consent.

Not to exceed Amount of \$313, 061.00.

IN WITNESS WHEREOF the Parties have executed this Contract on _____.

CONTRACTOR
James Dean Construction, Inc.

PORT OF HOOD RIVER

By _____
[Name]
Its [Title] _____

By _____
Kevin Greenwood
Its Executive Director _____

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