



PORT OF HOOD RIVER

REGULAR SESSION

Tuesday, May 19, 2026 at 5:00 PM

Port Conference Room

1000 E. Port Marina Drive, Hood River

View the live stream at: <https://www.youtube.com/@portofhoodriver2178/streams>

AGENDA

1. **4:00 PM – Call to Order: Commission Workshop** – Strategic Business Plan
2. **Adjourn Commission Workshop**
3. **Call to Order: Regular Session** – 5:00 PM
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute total limit)
 1. Amazon Facility Appeal #26-0035, Josh Owen (*Written Comment, Pg. 3*)
4. **Consent Agenda**
 - a. Approve Minutes from the April 21, 2026 Regular Session and Spring Planning (*P. Rosas, Pg. 23*)
 - b. Approve Purchase and Sales Agreement for Facilities Building (*A. Rose, Pg. 29*)
 - c. Approve Res. 2025-26-24 Updating Marina Rules & Regs. (*M. Channell, Pg. 37*)
 - d. Approve Contract with Kapsch for Tolling Equipment Maintenance (*D. Smith-Wagar, Pg. 71*)
 - e. Approve Oregon Energy Trust Agreements for Airport Terminal Building (*K. Greenwood, Pg. 91*)
 - f. Approve Task Order 15 with HDR for Construction Mgt. Services (*K. Greenwood, Pg. 105*)
 - g. Approve Letter of Support for Mt. Hood Railroad (*K. Greenwood, Pg. 117*)
 - h. Approve Proposal with SUM Design for Renovation of 200 N Wasco Court Bldg. (*A. Rose, Pg. 121*)
 - i. Approve Accounts Payable to Cable Huston LLP (*D. Smith-Wagar, Pg. 137*)
5. **Informational Reports**
 - a. Monthly Financial Report (*D. Smith-Wagar, Pg. 141*)
6. **Presentations & Discussion Items**
 - a. Anchor Way Parking Lot Rental (*M. Channell, Pg. 153*)
7. **Executive Director Report** (*K. Greenwood, Pg. 155*)
8. **Commissioner, Committee Reports**
9. **Action Items**
10. **Commission Call/Upcoming Meetings**
 - a. Upcoming Meetings:
 1. Regular Session – June 16, 2026

2. Regular Session – July 21, 2026
3. Regular Session – August 18, 2026

11. **Executive Session – Call to Order:** An Executive Session will be held in accordance with:

- a. **ORS 192.660(2)(h)** – Conferring with Legal Counsel regarding litigation
- b. **ORS 192.660(2)(e)** – Real Property Transactions
- c. **ORS 192.660(2)(f)** – To consider information or records that are exempt by law from public inspection

Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the conclusion of the executive session, the Board may either return to open session to take further action or adjourn the meeting.


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.*

Re: Public Comment Request — Amazon Facility Appeal #26-0035

From Josh Owen [REDACTED]
Date Mon 5/4/2026 2:58 PM
To Patty Rosas <prosas@portofhoodriver.com>
Cc Amanda Rose <amanda.rose@portofhoodriver.com>; Kevin Greenwood <kgreenwood@portofhoodriver.com>

 1 attachment (392 KB)
Owen-Rebuttal-Appeal-26-0035-Final (1).pdf

You don't often get email from [REDACTED]

Ms. Rosas,

Per Kevin Greenwood's guidance, I am resubmitting my materials for inclusion in the Port Commission meeting packet ahead of the May 19 meeting. Please find my rebuttal testimony submitted to the Hood River County Planning Commission (Appeal #26-0035) attached.

To Port Commission President, Heather Gehring:

I am a Hood River County resident and an active participant in the land use appeal proceedings regarding the proposed Amazon last-mile delivery facility on Port-owned land near Odell (Appeal #26-0035). I am writing to request that this letter and my attached rebuttal submission be entered into the public record as part of your meeting packet.

My attached rebuttal, submitted April 29, 2026 to the Hood River County Planning Commission, documents what I believe are significant deficiencies in the approval record — including the misclassification of this facility under the applicable zoning code, unresolved environmental contamination at the former Hanel Mill brownfield site, and the applicant's failure to satisfy the traffic safety standard under Section 31.60(A) of the Hood River County Zoning Ordinance. I will not repeat those arguments in full here, but I ask that commissioners review them, as they bear directly on the validity of the land use approval upon which your pending sale is contingent.

I write to the Port specifically because the County's land use process — by design — cannot address what happened before this application was ever filed. The Port negotiated and executed a sale agreement with Amazon under nondisclosure agreements, deliberately excluding the public from any meaningful opportunity to weigh in on the disposition of public land. This concern is compounded by the fact that the site itself was remediated and prepared for development using public funds — including state brownfield grants — making the exclusion of the public from the negotiation process all the more difficult to justify. The community that funded this land's transformation deserved a voice in determining who benefits from it and under what terms. By the time the community learned of this

project, the deal was structurally complete and the County's review was the only remaining forum — a forum limited to narrow zoning criteria and unavailable to address the broader public interest concerns that your NDA process foreclosed.

Your own Strategic Business Plan identifies Transparency as a core Port value. Your own website states that "wise stewardship of public assets requires public oversight and input." The process by which this deal was structured is irreconcilable with those stated commitments. These are not abstract values — they are the commitments this board made to the voters who elected you. I believe the commissioners should be on record as having heard that clearly.

I appreciate Executive Director Greenwood's confirmation that the purchase agreement is expressly conditioned on the outcome of the land use process, including all applicable appeals. I am writing to request that the Port Commission formally acknowledge this publicly and commit to honoring that contingency through every stage of the appeal process, including any review by the Hood River County Board of Commissioners and the Oregon Land Use Board of Appeals.

I would also note that this matter has attracted attention at the state legislative level. I am hopeful that the Port commissioners will take the opportunity now to demonstrate the transparency your governing documents promise, rather than wait for that scrutiny to intensify.

Respectfully,

Josh Owen



Appeal #26-0035: Comprehensive Rebuttal Arguments

Supplemental Submission — First Open Record Period

I live at 3355 Neal Creek Mill Road, approximately one quarter mile from the proposed Amazon facility site. I have lived on this road for approximately 18 years, and I selected this home specifically because of its rural, quiet character. Over those 18 years I have watched traffic on this corridor increase steadily, and the area has grown louder and busier as new businesses and warehouses have expanded in the adjacent industrial park. The proposed facility represents by far the most significant increase in heavy commercial traffic this corridor has ever faced, and I submit this testimony as someone who experiences these roads every single day — pulling out of my driveway, walking my dog, riding my bike, and navigating blind corners that are already dangerous under current conditions.

Even before this facility is built, Amazon delivery vans already travel Neal Creek Mill Road regularly to make residential deliveries. I have had multiple dangerous personal encounters with these drivers on this road. While riding my motorcycle, I have been nearly run off the road by Amazon vans speeding around blind corners. I have been aggressively tailgated by Amazon drivers while driving the posted 35 mph speed limit. These drivers operate under significant schedule pressure, and their driving behavior on this narrow, winding rural road reflects urban delivery habits that are incompatible with blind curves, no shoulders, and residential driveways. If Amazon's routine delivery traffic already creates dangerous conditions on Neal Creek Mill Road, the addition of a dedicated facility generating up to 700 daily vehicle trips — including 32 semi-trucks and three commercial driveways feeding directly onto this road — will make an already dangerous situation dramatically worse.

I note, for relevance only, that I hold a Bachelor of Science in Environmental Science with a minor in Fisheries and Wildlife, and have worked as an environmental consultant for approximately 18 years. I mention this not to overstate my role in these proceedings, but because that background directly informs the technical concerns I raise below regarding the Traffic Impact Study methodology, watershed contamination risks, and wildlife habitat impacts.

This document provides a comprehensive, technical, and legal record of arguments and rebuttals concerning the Traffic Impact Study (TIS), the "Wholesale" land-use classification, and the permanent safety and ethical risks posed by the proposed warehouse facility. These points challenge the developer's claims and the tentative approval granted by the Planning Department.

1. Statistical Inadequacy of the Sampling Methodology

The applicant's Traffic Impact Study relies on a statistically deficient data set that fails to meet the standard of 'substantial evidence.'

- **The '4-Hour Snapshot' Fallacy:** The study was limited to a total of 4 hours of data collection (7:00–9:00 AM and 4:00–6:00 PM) on a single Wednesday in September. A 240-minute window captures the corridor at its lowest volume baseline and cannot represent the 24-hour, year-round operational reality of a high-volume facility.
- **Significant Omissions:** The study completely omitted critical safety data, including crash history, site distance evaluations, queuing analysis, and specific impacts on bicyclists and pedestrians.

2. Seasonal and Weekend Traffic Surges

The claim that seasonal variations 'rarely make a difference' is factually incorrect for the Highway 35 corridor. The TIS's single-date September baseline cannot represent the 24-hour, year-round operational reality of this road.

- **Resident Lay Testimony on Ski Season Volume Surges:** As an 18-year resident who regularly travels Highway 35 for winter snowboarding, I observe firsthand that weekend volumes on this corridor during the ski season reach levels that routinely appear to double or triple the baseline counts captured in the September 10th study. Saturdays and Sundays are both heavily impacted, and the busiest ski days — often coinciding with the heaviest snowfall — bring snow accumulation all the way down to Neal Creek Mill Road itself. On these days, road conditions compound the volume problem dramatically. I have left my home for work at 7:45 AM on winter mornings when Neal Creek Mill Road had not yet been plowed, navigating two feet of unplowed snow in a four-wheel-drive, high-clearance vehicle with studded tires — and barely making it through. Snow plows simply cannot keep up during heavy snowfall events. The proposed facility's 32 nighttime semi-trucks and 134 delivery vans — operating without four-wheel drive, winter tires, or chains — would be operating in these same conditions. Long vehicle queues, extended wait times at intersections, and backed-up traffic extending onto Neal Creek Mill Road are common and recurring seasonal conditions that are entirely invisible in a single mid-week September snapshot. The Commission is legally required to weigh this lay testimony from residents with direct, daily experience against a theoretical traffic model built from a single data point.
- **Combined Mt. Hood Recreation Infrastructure Creates Massive Vehicle Volumes:** The Mt. Hood recreation corridor served by Highways 26 and 35 encompasses multiple major ski and recreation destinations, each with substantial independently documented parking capacity. Mt. Hood Meadows — the largest ski area — has parking for approximately 3,000 to 3,500 vehicles and regularly reaches 100% capacity before 9:00 AM on peak weekends. Timberline Lodge and Ski Area draws thousands of both skiers and non-skiing tourists with its own large parking infrastructure. Mt. Hood Skibowl operates the largest night-

skiing terrain in the United States and draws visitors continuously from morning through late evening. Cooper Spur Mountain Resort sits directly on Highway 35 and draws visitors who already travel this corridor. Teacup Lake Nordic Center and additional cross-country skiing, snowshoeing, snowmobiling, and sledding areas — including multiple Sno-Parks — add thousands more vehicles to the mountain on peak days. The combined parking and staging capacity across all of these destinations represents many thousands of vehicles on the mountain simultaneously on a busy weekend, before accounting for multiple visitor rotations throughout the day.

- **Highway 26 Diversion Concentrates All of This Traffic on Highway 35:** The vast majority of Portland-area visitors to all of these destinations — including those at Cooper Spur and the Highway 35 corridor areas — travel via Highway 26 from Portland and typically return the same way. When Highway 26 backs up for hours or closes entirely near Government Camp due to snow, ice, or accident events — which ODOT documents occurs multiple times per winter season — all of these visitors are forced to funnel down Highway 35 through Hood River Valley to reach Interstate 84. The same mass diversion occurs during wildfire-related closures, which have become increasingly frequent. On these diversion days, Highway 35 past Neal Creek Mill Road carries traffic volumes that dwarf anything captured in a September Wednesday baseline study. This is not a rare edge case — it is a predictable, recurring, and documentable seasonal reality that the TIS completely ignores.
- **Agricultural Hazards:** Peak harvest involves slow-moving machinery (5–10 mph) navigating the same lanes as fast-moving highway traffic. At least twice per year, bins of pears, cherries, and other fruits spill from agricultural trucks onto the roadway in this immediate area, completely covering large sections of the road surface and requiring hours to clean up—a recurring hazard the applicant failed to analyze.

The Commission should require ODOT to provide actual seasonal traffic count data for the Highway 35 / Neal Creek Mill Road corridor before making a safety finding. This data exists and was not included in the TIS.

3. Discretionary Nature of Safety Standards

The requirement that development not cause ‘dangerous intersections’ (Article 31.60 A) is a discretionary standard requiring a qualitative safety finding.

- **School Bus Stop Vulnerability:** An active school bus stop is located on a blind corner near the proposed facility, placing local children in direct proximity to increased commercial traffic.
- **Resident Expertise:** The Commission is legally required to weigh the testimony of residents who navigate these curves daily—frequently observing vehicles crossing center lines—against theoretical engineering models.

4. Legal Misclassification: Wholesale vs. Retail

The classification of 'Wholesale Distribution' is a legal fiction intended to bypass zoning prohibitions on commercial retail use.

- **The 'Final Step' Doctrine (OAR 660-022-0010):** 'Commercial Use' is defined as the retail sale of products to an end-user. This 'Last Mile' facility is the terminal point of a retail transaction. Wholesale is an intermediate step for resale to other businesses; direct-to-consumer delivery is per-se retail.
- **NAICS Classification:** Under the National American Industry Classification System, these facilities fall under NAICS 454110 (Electronic Shopping and Mail-Order Houses)—a Retail category—not 423 (Merchant Wholesalers).
- **The Will-Call Precedent:** Like UPS and FedEx facilities, which allow customers to pick up packages that were not delivered, these sites functionally operate as retail customer centers. Once established as 'wholesale,' the applicant will likely evolve into a retail hub (returns/pickups), bypassing County oversight.

5. Operational Reality vs. Theoretical AI Routing (The Enforcement Void)

The applicant admitted that 'expected' routes are non-binding and drivers may follow their 'own free will.' Traffic patterns will be dictated by proprietary, dynamic algorithms designed for efficiency, not local safety. These routes were purely 'made up' in advance for the TIS; the applicant has no intention or mechanism to maintain these routes or prevent drivers from navigating rural roads at their discretion. The Planning Commission cannot find intersection safety based on an un-auditable algorithm.

6. Geographic, Climatic, and Fleet Hazards

Florida-based 'Standard Protocols' are invalid for a 5%+ steep alpine downgrade prone to 'black ice.'

- **Autonomous Vehicle Risks:** Emerging self-driving and unattended vehicle technology is currently unproven in rural snow/ice conditions on steep grades.
- **Fleet Inadequacy:** While local residents utilize four-wheel drive and all-wheel drive vehicles with studded and winter tires to navigate the winter, the applicant's fleet lacks these safety requirements, posing a risk of sliding into controlled vehicles or blocking emergency transit routes. Furthermore, chains are often required on this entire Highway 35 area; there is no evidence the applicant's fleet is equipped for such mandatory measures.

7. Workforce and Environmental Performance

- OAR 660-022-0030: Industrial uses in rural communities must not exceed the projected local workforce and must not rely on workers from inside Urban Growth Boundaries.
- Watershed Contamination: 548 daily vehicle trips will introduce toxic brake dust and antifreeze onto impervious surfaces that drain directly into the Neal Creek watershed.
- Automation Displacement: Claimed 'job creation' is undermined by the rapid industry-wide shift toward robotics, which will leave the community with the permanent industrial impact while automating away the promised economic benefits.

8. National Safety Data: Amazon Facility and Worker Injury Record

National data on last-mile Amazon facilities and Amazon's delivery operations documents a consistent pattern of elevated crash and injury rates that is directly relevant to this application.

- **NYC Comptroller Report — Fast Shipping. Slow Justice (2025):** In November 2025, New York City Comptroller Brad Lander released a comprehensive report titled 'Fast Shipping. Slow Justice' examining real-world impacts of 18 last-mile delivery facilities. The findings are directly applicable here: truck-related crashes near these facilities increased by 146%, and truck-injury crashes rose by 137%. In the worst-affected areas, crashes near individual Amazon facilities rose by 53%. Amazon's Delivery Service Partner subcontractor model had an injury rate of 9.2 per 100 employees — more than triple the national average for private employers. These impacts were documented in urban areas with wider roads, dedicated turn lanes, traffic signals, and sidewalks — infrastructure that Neal Creek Mill Road entirely lacks. (These figures were submitted in the appellant's April 1, 2026 written comments, which are part of the record.)
- **Additional National Injury Data:** According to a report by the Strategic Organizing Center, Amazon's contracted delivery drivers were injured at a rate of 18.3 per 100 full-time workers in 2021 — 13% higher than the national industry average for courier workers. In 2024, Amazon's warehouse injury rate was 66% higher than the rate at non-Amazon warehouses. A separate NYC-specific study found a 78% increase in injury-causing car accidents after last-mile facilities opened nearby.
- **Peak Holiday Traffic Surge:** According to the applicant's own traffic data, passenger vehicles and vans will increase approximately 30% during peak online shopping periods such as the holiday season, bringing the maximum daily vehicle total to just over 700 trips — not the 548 figure cited in baseline planning. This peak-period figure was not the basis for the TIS safety analysis.
- **Employee Traffic May Not Be Fully Accounted For:** The applicant has stated the facility will employ approximately 190 people between delivery drivers and on-site workers — a figure significantly higher than the approximately 110

referenced at the hearing. The Commission should require the applicant to explicitly confirm whether employee commute trips are included within the 548 daily trip figure, or whether they are additive to it. If additive, the actual daily trip count could exceed 900 on peak days.

9. Infrastructure and Recreational Impact

- **The Fruit Loop:** Neal Creek Mill Road is part of the nationally marketed Hood River County Fruit Loop; forcing recreational cyclists onto narrow roads with no shoulders and up to 700+ daily commercial trips during peak periods creates extreme danger.
- **ODOT Crash Record on Highway 35:** ODOT recorded 451 crashes along the entirety of Highway 35 between 2015 and 2024. NV5's supplemental crash analysis identified only 16 accidents at four studied intersections over the same period. This disparity illustrates how narrowly scoped the TIS crash analysis was — the four-intersection review captured approximately 3.5% of the corridor's documented crash history.
- **Taxpayer Burden:** The road was not engineered for heavy semi-trucks, and the application lacks a mechanism to prevent local taxpayers from funding inevitable road repairs.

10. Professional Disregard

During community safety testimony, members of the applicant's legal and technical team (Carrie Richter and John Karnowski) were observed appearing visibly bored, yawning, and covering their faces. This signaling of professional disregard for the serious risks being discussed reinforces the perception that the applicant treats local lives as a procedural inconvenience. This dismissiveness toward resident testimony is consistent with a broader pattern of minimization in the applicant's written submissions, addressed in Section 25 below.

11. Governance Structure and Decision Weight

I raise the following not as criticism of the individuals serving on this Commission — I genuinely appreciate their public service and the time they volunteer to these proceedings. However, as a structural observation: this decision carries permanent, irreversible consequences for the safety and quality of life of residents who live on Neal Creek Mill Road and the surrounding area. Decisions of this magnitude — involving detailed traffic engineering analysis, environmental contamination law, and complex land use classification questions — arguably deserve a decision-making body whose members are both elected by and directly accountable to the community most affected. One member's remark that 'I've got a real job' is not something I hold against that individual, but it does illustrate the genuine tension between the volunteer nature of this body and the technical depth and consequence of what is being decided.

12. Ethical Concerns and Transparency

The approximately \$3.4 million purchase price—significantly above rural market values for an encumbered brownfield site—functions as a financial inducement for approval. The Port conducted executive sessions behind closed doors and added the authorization to the agenda last-minute, deliberately limiting public awareness of a transaction that funds unrelated infrastructure.

13. Strategic Mischaracterization of Public Testimony

Attorney Carrie Richter’s attempt to frame community opposition as a simple desire for ‘zoning changes’ is a deliberate manipulation of the law. Residents are not seeking to rezone; they are identifying technical and legal failures of the project to comply with existing M1 industrial safety and classification standards. The attorney’s rhetoric is a diversionary tactic to bypass substantive safety requirements.

— SUPPLEMENTAL ARGUMENTS — Submitted During First Open Record Period (by April 29, 2026, 5:00 PM)

14. Nighttime Semi-Truck Operations on Unlit Blind Corners

The staff report and TIS disclosed that approximately 32 line-haul semi-trucks are expected to enter and exit the facility between 9:30 PM and 6:00 AM. This nighttime heavy-truck operating window—the most dangerous operational period on Neal Creek Mill Road—received zero safety analysis in the TIS.

- **Complete Darkness:** Neal Creek Mill Road has no roadway lighting. Semi-trucks navigating blind corners in full darkness introduces a fundamentally different and more dangerous risk profile than daytime operations, which the TIS—conducted during daylight peak hours—cannot account for.
- **Wildlife and Frost Hazard:** The late-night and pre-dawn window corresponds with peak deer, elk, and other wildlife crossing activity in this rural corridor. Additionally, frost and early black ice form overnight on this shaded roadway well before morning commute hours. The TIS contains no analysis of these compound nighttime hazards.
- **Emergency Access Risk:** Semi-trucks blocking or navigating narrow blind corners at night creates a material risk of obstructing emergency vehicle response along the only access route serving residences on Neal Creek Mill Road.

The Commission cannot find ‘adequate visibility for motorists’ under Article 31.60A based solely on a daytime peak-hour study that ignores a 32-truck nightly operating window.

15. Evening Van Return Window: A Visibility and Mixed-Use Hazard

Staff characterized all delivery vehicle travel times as falling ‘outside of the previously mentioned peak hours,’ presenting this as a mitigating factor. This framing is misleading and analytically incomplete.

- **6:30–8:30 PM Return Window:** 134 delivery vans are expected to return each evening during this period—a window of diminishing and low light conditions, not simply reduced traffic volume. Evening dusk is statistically one of the highest-risk periods for vehicle-pedestrian and vehicle-cyclist collisions nationally.
- **Fruit Loop Recreational Overlap:** Evening rides are common among recreational cyclists using the Hood River Fruit Loop, which traverses Neal Creek Mill Road. The return of 134 commercial vans during the same window creates direct and unanalyzed conflict with vulnerable road users on a road with no shoulders.
- **‘Outside Peak Hours’ Is Not a Safety Finding:** The TIS measured peak-hour vehicle volume—not pedestrian, cyclist, or wildlife exposure. Reduced traffic volume at dusk does not reduce collision severity risk from 134 large vans navigating blind corners with degraded visibility. Staff’s characterization misrepresents a volume metric as a safety finding.

16. The September 10th Study Date Systematically Excluded the Most Hazardous Conditions

Traffic counts were collected on Wednesday, September 10th, 2025. This date is not a neutral or representative choice—it is among the worst possible dates for establishing a safety baseline for this corridor.

- **Pre-Harvest Baseline:** The primary commercial harvest for Hood River County pears—the crop most associated with slow-moving machinery and spill events on Highway 35—begins in mid-to-late September and runs through October. September 10th falls immediately before this peak hazard period. The TIS captured a corridor temporarily free of the harvest machinery and fruit-spill hazards that define its most dangerous seasonal conditions.
- **No Ski Season Traffic:** The study date also predates the Hood River ski season on Mt. Hood by approximately two months. As documented in Section 2, weekend ski traffic volumes routinely double or triple baseline counts. The September 10th Wednesday count represents a low-volume, low-hazard snapshot that the applicant then extrapolated to a year-round safety finding.
- **Methodological Bias:** A traffic consultant selecting a single mid-week date in early September to establish a safety baseline for a 24-hour, year-round industrial facility on a seasonally variable rural highway corridor represents a methodological choice that, whether intentional or not, systematically minimizes hazard findings. The Commission should require data collected across multiple seasons and days of the week before making a safety finding.

17. The Four Studied Intersections Exclude the Actual Residential Corridor

The TIS's 'nominal impact' finding applies to exactly four intersections: OR-35/Neal Creek Mill Road, OR-35/Sunday Drive, Neal Creek Mill Road/Sunday Drive, and OR-35/Davis Drive. This finding says nothing about corridor safety.

- **Residential Driveways Not Studied:** Residents on Neal Creek Mill Road—including the appellant—access the public road through driveways on blind corners situated between the studied intersection nodes. The TIS contains no sight-distance evaluation, queuing analysis, or conflict-point assessment for the road segment itself. A finding that four intersections experience 'nominal impact' does not support a finding that the corridor is safe.
- **The Legal Standard Requires Corridor Analysis:** Article 31.60A requires that 'side access will not cause dangerous intersections or traffic congestion' and that there be 'adequate visibility for motorists and pedestrians.' The phrase 'adequate visibility' is a corridor-wide standard, not a four-intersection standard. The staff's approval based on a four-intersection study fails to satisfy the legal requirement.
- **Cumulative Driveway Conflict Points:** Neal Creek Mill Road serves dozens of residential properties, farm stands, and orchards—each with its own access point that represents a potential vehicle conflict. The TIS evaluated none of these. Adding 548 daily vehicle trips to a corridor with multiple unanalyzed conflict points cannot be found 'safe' based on intersection counts alone.

18. The Cardinal Glass Comparison Is Structurally Misleading

Staff and the applicant's attorney repeatedly cited the Cardinal Glass facility as a favorable comparator to minimize the proposed facility's traffic impact. This comparison is analytically invalid and should be rejected.

- **Predictable vs. Distributed Traffic Profile:** Cardinal Glass is a manufacturing facility operating on defined production shifts, generating predictable, shift-concentrated commute traffic. A last-mile distribution facility generates 134 delivery vans and 32 semi-trucks distributed across an approximately 21-hour operating window—a fundamentally different and less predictable traffic pattern that creates more frequent and more dispersed conflict events throughout the day and night.
- **No Study of Cardinal Glass Cumulative Impact:** The comparison also ignores that the proposed facility traffic is additive to existing Cardinal Glass and other industrial park traffic—not a substitution. A cumulative impact analysis is required and was not performed.
- **Size Comparison Is Misleading:** The attorney cited the Cardinal Glass 145,000 sq ft expansion approval as precedent. That addition to an existing established industrial plant with known traffic patterns is not comparable to a new last-mile delivery operation introducing an entirely new vehicle fleet and 24-hour operational model.

19. Attorney Richter Understated the Approved Building Size

During oral argument at the April 22nd hearing, attorney Carrie Richter repeatedly characterized the proposed facility as “45,000 square feet.” The actual approved building footprint is 48,960 square feet—approximately 8.2% larger than the figure the applicant’s own attorney stated on the record.

While this may appear minor in isolation, it is consistent with a pattern of minimization in the applicant’s presentations. The Commission should rely on the actual figures in the staff report, not the attorney’s oral characterizations, when making findings.

20. The ‘Nominal Impact’ Finding Has a Narrow Scope That Cannot Support a Broad Safety Approval

The staff report’s central traffic finding—that the project will have a ‘nominal impact’ on traffic operations—is drawn directly from the TIS conclusion that ‘improvements at the study intersections are not required.’ The Commission should carefully evaluate what this finding actually covers.

- **Scope Is Limited to Four Intersections:** As noted above, the finding addresses four specific intersections, not the corridor. Staff applied a four-intersection finding to a road-network-wide safety conclusion that the data does not support.
- **Scope Is Limited to Peak-Hour Volume:** The ‘nominal impact’ finding is a level-of-service analysis measuring vehicle delay at intersections during morning and afternoon peak hours. It is not a safety analysis, a sight-distance analysis, a pedestrian/cyclist risk analysis, a nighttime operations analysis, or a seasonal variation analysis.
- **Article 31.60A Requires More Than Level-of-Service:** The applicable standard requires findings about dangerous intersections, adequate visibility, pedestrian safety, and consideration of roadway capacity, speed limits, and turning movements. A level-of-service finding at four intersections satisfies none of these qualitative safety requirements. Adopting staff’s recommendation based on this TIS would constitute an inadequate findings of fact under Oregon land use law.

21. Oregon Statewide Planning Goal 5 and Wildlife Protection Compliance

Oregon does not require a federal-style Environmental Impact Statement for county land use permits. However, Oregon’s Statewide Planning Goal 5 (Natural Resources, Scenic and Historic Areas, and Open Spaces) and its implementing rules under OAR 660-023 impose independent requirements that the approval record does not appear to satisfy.

- **Goal 5 Wildlife Habitat Inventory:** Oregon Statewide Planning Goal 5 requires Hood River County to inventory significant wildlife habitat areas and adopt land use regulations to protect them. If any portion of the Neal Creek corridor, the adjacent riparian areas, or the proposed facility’s traffic corridor falls within or

near an inventoried Goal 5 resource site, the County must make explicit findings that the approval is consistent with its adopted Goal 5 program. The record contains no such findings and no analysis of whether the project's traffic impacts conflict with any inventoried wildlife habitat resources in the County's acknowledged comprehensive plan.

- **Failure to Coordinate with Oregon Department of Fish and Wildlife:** Oregon land use law requires coordination with state agencies whose programs are relevant to the approval. ODFW manages fish and wildlife resources statewide and maintains Priority Wildlife Connectivity Area mapping for the region. There is no evidence in the record that ODFW was notified or consulted regarding the proposed facility's impacts on wildlife in the Neal Creek corridor. This omission represents a potential procedural defect in the approval.
- **Bald Eagle and Migratory Bird Federal Exposure:** The Neal Creek Mill Road corridor supports documented populations of bald eagles, owls, and other raptors—species I personally observe regularly as an 18-year resident. Bald and golden eagles are protected under both the Bald and Golden Eagle Protection Act (16 U.S.C. 668) and the Migratory Bird Treaty Act (16 U.S.C. 703). Eagles routinely forage roadkill along rural highways. Adding 548 daily vehicle trips—including 32 nighttime semi-trucks—to a corridor with documented raptor activity creates a material and foreseeable risk of incidental take under federal law. This risk was not analyzed and the applicant has offered no mitigation. The Commission should require the applicant to address federal wildlife exposure as a condition of any approval.
- **Neal Creek Watershed and Riparian Corridor:** Neal Creek and its tributaries represent a significant natural resource under Goal 5 and OAR 660-023-0090 (Riparian Corridors). The watershed contamination risk from brake dust, antifreeze, and other vehicle-related pollutants documented in Section 7 of this record is also a Goal 5 compliance issue. The approval contains no findings regarding impacts to the Neal Creek riparian corridor.

The Commission is requested to require the applicant to provide a Goal 5 compatibility analysis for the Neal Creek corridor, confirm that ODFW coordination occurred, and address federal raptor exposure before any final approval is issued.

22. Unresolved Site Contamination: DEQ NFA Does Not Authorize Construction Disturbance

The proposed Amazon facility is to be constructed on the former Hanel Mill site at 3289 Neal Creek Mill Road, a documented brownfield with a complex environmental history. Oregon DEQ issued a No Further Action (NFA) determination for the site on January 7, 2015 (ECSI No. 2872, LUST No. 14-14-1048). The approval record for the proposed facility does not appear to address the constraints and risks created by this NFA in the context of large-scale grading, foundation, and utility trenching construction.

- **Contamination Remains on Site — Confirmed by DEQ:** The NFA letter explicitly states: 'Contamination remains on the site.' DEQ approved leaving this contamination in place because, under the site's conditions at the time of

evaluation, it did not present an unacceptable risk. That determination was made for an undisturbed industrial storage yard — not for a site undergoing extensive excavation, grading, foundation installation, and utility trenching associated with a 48,960-square-foot warehouse. The NFA does not authorize the disturbance of contaminated soil and groundwater; it requires that any such future work ‘must be performed in accordance with DEQ regulations and policies.’ There is no evidence in the approval record that DEQ has been consulted regarding the construction phase.

- **Multiple Confirmed Contamination Areas Within the Amazon Parcel:** The NFA Decision Document (December 2, 2014, prepared by Hart Crowser for DEQ) identifies the following areas of residual contamination confirmed to fall within the Amazon parcel boundary: (1) TPH-gasoline contamination near probe P-4 in the former AST area, for which the document states ‘further investigation would be needed to fully assess the extent of contamination’ — meaning its boundaries remain undefined; (2) TPH as diesel and oil in both soil and groundwater adjacent to the steam clean pad — the only location with confirmed groundwater contamination; (3) TPH as oil in surface soils across Area B in the central portion of the site; and (4) low-level TPH, PAHs, and phthalates in the former AST area and former sawmill location. Amazon’s construction footprint will directly disturb all of these areas.
- **Steam Clean Pad — Highest Priority: Confirmed Groundwater Contamination:** Of all contamination areas on the parcel, the steam clean pad presents the most acute construction risk. Unlike the other areas where residual contamination is limited to soil, the NFA Decision Document specifically documents TPH as diesel and oil in groundwater at this location. At a site where groundwater is only 9 to 12 feet below ground surface, foundation excavation and utility trenching will directly intersect this contaminated groundwater. Dewatering operations could mobilize this plume laterally toward Lenz Creek. No construction-phase groundwater management plan appears in the approval record.
- **Shallow Groundwater Across the Entire Parcel:** Groundwater was encountered at only 9 to 12 feet below ground surface during the 2014 site assessment. This is exceptionally shallow for a project of this scale and means foundation excavation, utility trenching, and stormwater infrastructure will intersect the saturated zone across most of the parcel. There is no DEQ-approved construction management plan in the record addressing how contaminated soils and groundwater will be handled during these activities.
- **Ditch Drainage to Lenz Creek — Unresolved Pathway to Salmonid Habitat:** The NFA Decision Document identifies lead contamination in ditch soils at 58 mg/kg and 120 mg/kg — both above background (34 mg/kg) and above EPA ecological soil screening levels for mammals and birds. The document states the drainage ditch ends at a culvert whose discharge point is unknown, and that if it discharges to Lenz Creek, contaminated water could reach that creek. Lenz Creek drains to the Hood River, designated habitat for ESA-listed steelhead and Chinook salmon. Construction stormwater runoff and dewatering discharge from a site with confirmed lead-impacted soils and shallow petroleum-contaminated

groundwater creates a foreseeable and legally significant pathway to this protected watershed — a pathway not analyzed in the approval record.

- **History of Discovering Unknown Tanks During Grading:** The NFA Decision Document records that in 1992, two previously unknown underground storage tanks were uncovered during grading of the adjacent Stadelman property — one of which had leaked gasoline. This establishes a documented precedent: grading at and adjacent to this site has previously revealed unknown subsurface contamination sources. Amazon’s large-scale site preparation creates a historically precedented risk of the same. The approval record contains no protocol for encountering unknown contamination during construction.
- **Adjacent Chemical Fertilizer Facility — Unresolved Cross-Contamination Source:** The 2014 site assessment installed probe borings P-13 and P-14 specifically to evaluate groundwater migrating onto the Hanel Mill parcel from an adjacent chemical fertilizer distribution facility. This cross-boundary contamination pathway was identified but not fully resolved before the NFA was issued. Large-scale construction dewatering on the Amazon parcel could mobilize and redistribute groundwater from this unresolved adjacent source.
- **NFA Is Subject to Reopening Upon New Information:** The NFA determination applies, by its own terms, ‘unless new or previously undisclosed information becomes available.’ The conversion of an undisturbed storage yard into an active large-scale construction project and 24-hour delivery facility constitutes a material change in site conditions warranting DEQ re-evaluation before construction begins. The Commission should require documented DEQ concurrence with the construction phase before issuing any grading or building permits.

The Commission cannot find that the proposed development is consistent with applicable environmental protection standards without first requiring the applicant to demonstrate that DEQ has reviewed and approved a construction-phase environmental management plan for the known contaminated areas, and that a protocol exists for encountering unknown contamination during grading.

23. The Applicant’s Misreading of Section 31.60(A) Must Be Rejected

In her written response dated April 7, 2026, attorney Carrie Richter argues that Article 31, Section 31.60(A) applies only to the facility’s own driveway access points — not to the surrounding road network or intersections. This interpretation is contradicted by the plain language of the ordinance on three independent grounds.

- **‘Intersections’ Is Plural and Not Limited to Driveways:** The standard states: ‘Site access will not cause dangerous intersections or traffic congestion.’ The word is ‘intersections,’ not ‘driveways.’ The Commission must evaluate whether the site access will cause dangerous conditions at the intersections through which the facility’s traffic will pass — including Highway 35 at Neal Creek Mill Road, Highway 35 at Davis Drive, Highway 35 at Sunday Drive, and Neal Creek Mill Road at Sunday Drive. These are the four intersections the applicant’s own

traffic study identified as relevant. The attorney's narrow reading would render the word 'intersections' meaningless.

- **'Adequate Visibility for Motorists and Pedestrians' Is a Corridor Standard:** The standard requires 'adequate visibility for motorists and pedestrians.' Neal Creek Mill Road has no sidewalks, no shoulders, and multiple blind curves. The photo log submitted with the appellant's April 1, 2026 comments (Attachment B, Photos 1–10) documents severe sight distance limitations at every major approach to the facility. The applicant's traffic study performed no sight distance analysis at any location. The Commission cannot find that 'adequate visibility' exists when nobody measured it.
- **'Shall All Be Considered' Is Mandatory Language:** The standard states that 'roadway capacity, speed limits and number of turning movements shall all be considered.' 'Shall' is mandatory. The traffic study evaluated capacity but did not evaluate the interaction of speed limits with sight distance on blind curves, did not evaluate how turning movements at those curves affect safety, and did not evaluate the corridor-wide impact of adding 548 new daily commercial trips. Evaluating capacity alone does not satisfy a standard that requires 'all' factors to be considered.
- **Staff's 'Not Qualified' Admission Underscores the Problem:** The staff report stated that staff is 'not qualified' to determine whether the traffic study should have included additional analyses. The Commission is not being asked to perform a technical traffic analysis. It is being asked to determine whether the applicant has met its burden of demonstrating compliance with Section 31.60(A). A traffic study that evaluates only capacity while ignoring sight distance, crash history, pedestrian safety, and seasonal conditions does not satisfy a standard that requires findings about 'dangerous intersections,' 'adequate visibility,' and consideration of 'all' relevant roadway factors. Staff's inability to evaluate this is itself a reason to require an independent supplemental analysis.

24. Traffic Capacity Is Not the Same as Traffic Safety

The applicant, staff, and ODOT all emphasize that the traffic study found the intersections operate at acceptable levels of service (LOS A and B). This means the roads have sufficient volume capacity to absorb the additional trips without significant delay. But Section 31.60(A) does not ask whether the roads have sufficient capacity. It asks whether site access will 'cause dangerous intersections.' These are fundamentally different questions.

A road can have excellent capacity and still be dangerous. A two-lane rural road with blind curves and no shoulders will always score well on volume-to-capacity ratios — precisely because low traffic volumes are what allow rural roads to function despite their geometric deficiencies. But adding up to 700 daily commercial vehicle trips, including 32 semi-trucks and 134 delivery vans, to roads that were never engineered for that type or volume of traffic is a safety question, not a capacity question. The TIS answered the capacity question. It did not answer the safety question that Section 31.60(A) actually requires.

25. The ‘No Reported Crashes’ Claim Does Not Establish Safety

The applicant’s attorney claimed in her April 7, 2026 response that there is ‘no reported incident of crashes directly related to traffic turning onto OR-35 over the past five years.’ This statement is carefully and narrowly constructed, and it does not establish what the applicant implies.

- **The Claim Is Geographically Narrow:** The statement addresses only crashes ‘directly related to traffic turning onto OR-35.’ It does not address crashes on Neal Creek Mill Road itself, at the Davis Drive intersection, at Sunday Drive, or anywhere along the corridor between the facility and Highway 35. The claim is silent on the roads where most of the facility’s traffic will actually travel.
- **Absence of Data Is Not Evidence of Safety:** The traffic study did not perform a crash history analysis at any location. The absence of crash data in the record is not evidence that crashes have not occurred — it is evidence that nobody looked. ODOT’s own records document 451 crashes along Highway 35 between 2015 and 2024. The claim that there are ‘no reported crashes’ at four intersections is contradicted by the broader corridor data.
- **The Standard Looks Forward, Not Backward:** Section 31.60(A) requires a finding that ‘site access will not cause dangerous intersections.’ This is a forward-looking standard. The question is not whether crashes have occurred in the past, but whether adding up to 700 daily commercial vehicle trips to these roads will create dangerous conditions in the future. Historical crash absence — even if accurate — does not answer that question.
- **Recurring Agricultural Hazards Are Unaddressed:** The applicant’s claim ignores the recurring agricultural incidents that occur at least twice annually in this corridor, in which bins of apples, pears, or other fruit spill from agricultural trucks onto the roadway, completely covering large sections of the road surface and requiring extended cleanup before the road can be safely used. These are documented, recurring safety events on the same roads the facility’s traffic will use, and they were never analyzed in the TIS.

26. The Applicant Has Not Met Its Burden of Proof

The applicant’s attorney correctly states that where a use meets all objective siting and design standards, the County has no discretion to deny. But this principle works both ways: the applicant bears the burden of affirmatively demonstrating that every standard is met. The applicant has not met that burden with respect to Section 31.60(A). The following elements of the required safety showing are entirely absent from the record:

- No sight distance analysis was performed at any intersection, driveway, or residential access point on Neal Creek Mill Road.
- No pedestrian or bicycle safety evaluation was conducted, despite Neal Creek Mill Road being part of the nationally promoted Hood River County Fruit Loop cycling route.

- No crash history was analyzed for the corridor — only a post-appeal supplemental count at four intersections was provided.
- No seasonal traffic analysis was performed — the study was conducted on a single Wednesday in September, outside of both ski season and peak harvest season.
- No analysis addressed the facility’s actual operating hours. Delivery vans return 6:30–8:30 PM and semi-trucks operate 9:30 PM–6:00 AM — windows entirely outside the study’s peak-hour data collection.
- No analysis addressed the three commercial driveways feeding onto Neal Creek Mill Road and their interaction with existing residential driveways and blind corners on the same road.

Photographic evidence in the record (Attachment B of the April 1, 2026 submission, Photos 1–10) affirmatively demonstrates that ‘adequate visibility for motorists and pedestrians’ does not exist at multiple locations on the roads serving this facility. The applicant has not rebutted this photographic evidence with any sight distance measurements or analysis.

27. Noise and Light Pollution: Unaddressed Impacts on Adjacent Residential Properties

The application fails to adequately address the severe quality-of-life impacts that a 24-hour industrial delivery facility will impose on neighboring residential properties. These impacts are directly relevant under Article 31 industrial zone criteria and were not analyzed in the approval record.

- **Noise Pollution — 24-Hour Industrial Operations:** The proposed facility will operate 24 hours a day, 7 days a week. It includes 6 truck docks, 224 van parking spaces, and 125 employee parking spaces. The constant sound of commercial backup alarms, air brakes, idling diesel engines, and high-volume van traffic will generate continuous industrial-level noise. The 32 line-haul semi-trucks operating between 9:30 PM and 6:00 AM will subject neighboring residential properties — including my home approximately one quarter mile away — to heavy diesel engine noise during sleeping hours. No noise study, noise impact assessment, or mitigation plan was submitted with this application. The approval record contains no findings regarding noise impacts on adjacent residential uses.
- **Light Pollution — No Photometric Plan Submitted:** Securing a distribution hub of this scale operating through the night requires extensive exterior lighting across the building, loading docks, van staging areas, and parking lots. This facility will introduce significant artificial light into what is currently a dark rural corridor. The application does not include a photometric plan demonstrating how light trespass into adjacent residential properties will be prevented. No lighting standard, shielding requirement, or cutoff specification was imposed as a condition of the tentative approval. Neighbors have a reasonable expectation that a rural residential setting will not be transformed into a commercially lit industrial environment without any analysis of the impact.

- **Combined Impact on Rural Character:** Hood River County’s own mission statement identifies sustaining and enhancing livability in rural communities as a core purpose. The combined effect of 24-hour noise, nighttime industrial lighting, and up to 700 daily commercial vehicle trips on a narrow rural road represents a fundamental and permanent alteration of the rural character of this neighborhood — an impact the approval record does not acknowledge, let alone analyze or mitigate.

Conclusion and Reservation of Rights

Should the Commission fail to sustain this appeal, I am prepared to exhaust all available administrative and legal remedies. This record is built with the full intent of seeking higher-level review if the County prioritizes land sale revenue over established Oregon land-use and safety standards.

Respectfully submitted,

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Josh Owen

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SPRING PLANNING WORK SESSION

PRESENT: Commissioners: Kristi Chapman, Heather Gehring, Ben Sheppard, Kathryn Thomas, and Tor Bieker. **Staff:** Kevin Greenwood, Daryl Stafford, Debbie Smith-Wagar, Amanda Rose, Megan Channell, Emily Curtis, and Patty Rosas. **Guests:** Jeff Renard, Aviation Management Services; Gretchen Goss, Gretchen Goss Creative; Steve Tessmer, Hood River Resident; Patti Tessmer, Hood River Resident; Victoria Reed, Hood River Resident; Steve Carlson, Hood River Resident; Brian Points, Points Consulting; Carson Valley, Points Consulting.

I. **WELCOME & INTRODUCTION:** President Heather Gehring called the Spring Planning Work Session to order at 3:09 p.m., welcomed attendees, and led introductions. She then turned the meeting over to Executive Director Kevin Greenwood for the meeting overview.

II. **MEETING OVERVIEW:**

Greenwood provided an overview of the Spring Planning Work Session, reviewing the Commission’s goals and themes from the Fall Planning Session, including safety, transparency, financial sustainability, cost reduction, policy development, bridge replacement preparation, and employee training. He emphasized the importance of developing Port assets to support operations as toll revenue is phased out, while continuing to support economic and recreational development. Greenwood noted that staff used these goals and the Strategic Business Plan to guide current projects, introduced Points Consulting for the upcoming Strategic Business Plan update, and invited Commission feedback. The Commission supported the goals as written and emphasized that providing quality service to constituents remains the overarching priority. Greenwood then turned the meeting over to Finance Director Debbie Smith-Wagar.

III. **CURRENT FINANCIAL OVERVIEW:**

a. **10-Yr. Financial Model** – Smith-Wagar provided an overview of the draft fiscal year 2027 budget and 10-year financial forecast. She noted anticipated property sales and capital needs, including facility relocation related to the bridge replacement, and outlined key assumptions such as future land leases and successful grant funding. Smith-Wagar stated that the Port remains financially stable overall, with revenues from industrial properties, commercial development, parking, and other sources supporting ongoing operations, including parks and waterfront facilities.

She explained that toll revenues are tracked separately, with the 2023 toll increase dedicated to bridge replacement funding and transferred to the Hood River-White Salmon Bridge Authority (HRWSBA), while future federalization will require all toll revenue to remain dedicated to bridge-related expenses. Commissioners asked clarifying questions regarding capital costs, internal service charges, and toll revenue allocation, and expressed general support for the financial outlook and capital planning. Smith-Wagar also discussed succession planning within the finance department, including the addition of a new position and development of internal staff.

b. **Fees, Charges, Rates** – Smith-Wagar presented the draft rates and fees schedule, noting it was developed collaboratively with staff and will be adopted with the budget in June. She highlighted updates including new fines for guest dock overstays and unauthorized bridge activities, as well as the addition of mobile concession rates. Commissioners discussed whether event site rental fees adequately cover costs, with staff noting pricing constraints and potential impacts on event participation. Overall, Commissioners expressed general support for the proposed rates and fees.

IV. KEY ISSUES/PROJECTS FOR FY 2026-27

A. PROJECTS FOR CONSIDERATION/DISCUSSION ITEMS:

Staff provided an overview of projects generated from recent Spring and Fall Planning Sessions, noting approximately 20 projects are currently underway and summarized in the meeting packet. Commission members were invited to ask questions or request additional detail. Discussion included an update on the Marina RFDI, with submissions due April 23, and anticipated staff and potential Commission involvement in the review process. Commissioners also discussed the 12-year Capital Improvement Plan for the bridge, including maintenance tracking and coordination with ODOT inspections, with staff noting updates and adjustments would be made following the next inspection.

B. Projects for Consideration/Discussion Items:

- a. Introduction of Capital Projects Fund** – Smith-Wagar presented a proposed Capital Projects Fund intended to improve financial planning and transparency by setting aside funds annually for future capital needs, such as roof and equipment replacements. The fund would track contributions and expenditures by asset to help smooth fluctuations in expenses and provide a clearer picture of available resources for future projects. Commissioners discussed the structure of the fund, including how contributions would be determined and whether funds would be restricted by asset. Staff clarified that the fund would primarily serve as a tracking tool rather than a restriction, allowing the Commission flexibility in how funds are ultimately used.
- b. Big 7 Capital Repairs** – Director of Real Estate and Asset Management, Amanda Rose, provided an update on the Big 7 building, noting that a recent inspection identified water intrusion issues primarily caused by drainage problems rather than structural deficiencies. The report recommended redirecting water away from the building and addressing sealing and interior damage, with estimated costs ranging from approximately \$200,000 to \$400,000. Staff discussed the potential to fully lease the building if repairs are completed and emphasized the importance of addressing the issue to prevent further deterioration. Commissioners discussed funding for the repairs and long-term considerations for the building, including future investment and potential sale. Staff recommended proceeding with necessary repairs to protect the asset and maximize its value.
- c. Waterfront Transportation Improvements** – Director of Capital Development and Planning, Megan Channell, provided an update on the Waterfront Transportation Improvements project, including Phase 1 (Riverside Roundabout) and Phase 2 (First Street Realignment), noting progress on design and ongoing efforts to secure federal funding. Channell outlined a funding strategy that includes grant applications and local contributions, and identified a need for approximately \$1 million to complete design and bring both phases to a shovel-ready stage. Commissioners discussed the overall project costs, funding strategy, and advocacy efforts, including upcoming meetings with federal representatives. Channell noted that, if grant funding is not secured, the project timeline may be delayed while alternative funding opportunities are pursued. Commissioners expressed support for continuing to advance the project and recognized its importance to future development and transportation improvements.
- d. Marina Planning** – Channell presented a proposal to initiate marina planning focused on the water-based components, including development of a capital improvement program to assess existing conditions, identify needed investments, and plan for future improvements. Channell noted the marina is both a key community asset and revenue source, but currently operates at a deficit, and emphasized the need to align future improvements with financially sustainable funding strategies. Commissioners discussed priorities for the marina, including increasing moorage capacity, maintaining existing facilities, and developing a long-term master plan for both upland and water-based elements. Commissioners also emphasized the importance of

stakeholder and tenant engagement in the planning process, with staff indicating plans to incorporate community input through surveys and a potential stakeholder group.

- e. **Airport Development Sites** – Airport Manager, Jeff Renard, provided an overview of airport development opportunities and constraints, including environmental assessment requirements, infrastructure needs, and potential project costs. Renard highlighted efforts to extend an existing environmental assessment for near-term development areas and noted additional evaluation would be required for undeveloped areas. Discussion included proposed improvements such as relocating the fire apparatus turnaround to create a new buildable lot, advancing hangar development, and improving infrastructure along Jeanette Road to support future leasing opportunities. Commissioners discussed project priorities, expressing support for near-term, cost-effective improvements while suggesting deferral of more costly development projects until additional funding opportunities become available. Staff also emphasized the importance of preparing “shovel-ready” projects to take advantage of future grant funding.

- f. **Strategic Business Plan Kickoff** – Points Consulting presented an overview of the Strategic Business Plan (SBP) process, including scope, timeline, stakeholder engagement, and opportunities for Commission input. They emphasized a collaborative approach, with Commissioners providing high-level guidance while consultants develop draft materials for review and feedback. Commissioners discussed engagement strategies, expressing interest in broader community outreach while being mindful of staff capacity and budget constraints. They identified key community considerations, including balancing economic development with quality of life and limited revenue sources. Commissioners supported including an economic impact analysis as part of the SBP and expressed interest in adding a marina-focused planning component, while generally not supporting additional work related to bridge governance. Staff indicated they would return with a proposed scope and contract amendment for further consideration.

V. **ADJOURN:** The meeting was adjourned at 5:34 p.m.

ATTEST:

Heather Gehring, President

Kristi Chapman, Secretary

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REGULAR SESSION

PRESENT: Commissioners: Kristi Chapman, Ben Sheppard, Kathryn Thomas, and Tor Bieker. **Staff:** Kevin Greenwood, Daryl Stafford, Debbie Smith-Wagar, Amanda Rose, Megan Channell, Emily Curtis, and Patty Rosas. **Guests:** Jeff Renard, Aviation Management Services; Gretchen Goss, Gretchen Goss Creative; Steve Tessmer, Hood River Resident; Patti Tessmer, Hood River Resident; Victoria Reed, Hood River Resident; Steve Carlson, Hood River Resident; Brian Points, Points Consulting; Carson Valley, Points Consulting; Kristen Godkin, Art of Community.

EXCUSED: Commissioner Heather Gehring

1. CALL TO ORDER: Vice President Tor Bieker called the meeting to order at 5:34 p.m.

a. **Modifications, Additions to Agenda:** None

b. **Public Comment:**

1. **Steve Carlson, Hood River Resident**, provided public comment regarding marina subleasing, encouraging the Commission to reconsider its suspension and noting its benefits to slip holders and individuals on the waitlist.

2. **Kristen Godkin, Art of Community**, provided an overview of the rotating public art initiative and noted the upcoming selection process for new installations. Godkin requested the Port's continued support for two art sites and asked the Commission to consider serving as a cornerstone sponsor for the program.

2. CONSENT AGENDA:

- a. Approve Minutes from March 17, 2026, Regular Session
- b. Approve Bid Solicitation for Hood River Bridge Maintenance Painting & Miscellaneous Steel Repairs
- c. Approve Contract with Bulldog Welding for Deck Welding
- d. Approve KPFF Amendment for Waterfront Infrastructure A/E Design
- e. Approve WSP No-Cost Amendment for Waterfront Infrastructure O/R Services
- f. Approve Accounts Payable to Cable Huston LLP

Motion: Move to approve the Consent Agenda.

Move: Chapman

Second: Sheppard

Discussion: Commissioners discussed bridge maintenance and procurement items, including tracking the effectiveness and cost of welding repairs. Staff noted that historical tracking has been limited but new processes are being implemented to better monitor repairs, including consideration of longer-lasting welding methods and improved documentation. Commissioners also asked questions regarding procurement for bridge painting and consultant contracts, including ensuring competitive bidding and clarifying scope and cost increases for engineering services. Staff explained the procurement approach, project phasing, and contract structure, and emphasized oversight of consultant work and costs.

Vote: **Ayes:** Chapman, Sheppard, Thomas, and Bieker

Excused: Gehring

MOTION CARRIED

- 3. **INFORMATIONAL REPORTS:** Finance Director Debbie Smith-Wagar noted that the financial report reflects the current budget and organizational restructuring, including an updated format to accommodate expanded industrial property data.

- 4. **PRESENTATIONS & DISCUSSION ITEMS:** None

- 5. **DIRECTOR REPORT:** No Discussion

- 6. **COMMISSIONER, COMMITTEE REPORTS:**
 - a. Commissioner Bieker shared highlights from an inter-port exchange visit to the Port of Camas-Washougal, noting it was a valuable learning opportunity related to airport operations, waterfront development, and community engagement, and suggesting future collaboration.

 - b. Commissioner Kathryn Thomas provided a bridge update, noting the project did not receive 2025 funding but remains highly ranked for the 2026 application. She emphasized ongoing federal advocacy efforts, the importance of community and stakeholder outreach, and the need to secure remaining federal funding to avoid increased project costs.

- 7. **ACTION ITEMS:** None

- 8. **COMMISSION CALL:** None

- 9. **UPCOMING MEETINGS:** No Discussion

- 10. **ADJOURN:** The meeting was adjourned at 5:55 p.m.

ATTEST:

Heather Gehring, President

Kristi Chapman, Secretary

Commission Memo

Prepared by: Amanda S. Rose, Director of Real Estate
Date: May 19, 2026
Re: Approval of Purchase and Sale Agreement
For 211-213 N Wasco Court



BACKGROUND:

During the Executive Session on April 21, 2026, the Commission directed staff to proceed with negotiations related to the acquisition of 211–213 N. Wasco Court based on the remaining contract terms requiring resolution. Following that direction, Port staff continued negotiations with the seller and successfully reached agreement on a finalized Purchase and Sale Agreement (“PSA”).

The negotiated PSA includes a purchase price of \$1,200,000, contingent upon completion of an independent real estate appraisal. The agreement also provides the Port with a ninety (90) day due diligence period to complete inspections, review property materials, evaluate financing, and complete appraisal review. Additionally, the agreement includes refundable earnest money in the amount of \$15,000 throughout the due diligence process and an agreement that the Port will share the appraisal with the Seller upon its completion.

This negotiated outcome is consistent with the direction and guidance provided by the Commission during Spring Planning and reflects staff’s efforts to protect the Port’s interests while continuing to advance the proposed acquisition.

RECOMMENDATION:

MOTION to retroactively authorize and ratify the Executive Director’s execution of the Purchase and Sale Agreement for 211–213 N. Wasco Court, consistent with the terms presented to the Commission.

ATTACHMENTS:

211-213 N Wasco Court, Purchase and Sale Agreement

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COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Oregon Commercial Form)

FINAL AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

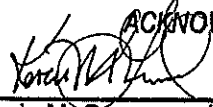
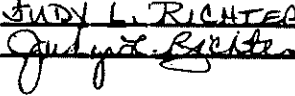
Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: _____ of _____ firm (the "Selling Firm") is the agent of (check one):
 Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: _____ of _____ firm (the "Buying Firm") is the agent of (check one):
 Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

| | | |
|-----------------|--|-----------------|
| Buyer: (print) | (sign)  | Date: _____ |
| Buyer: (print) | (sign) Kevin M. Greenwood, Exec. Director | Date: 4/29/2026 |
| Seller: (print) | (sign) JUDY L. RICHTER | Date: 4-22-26 |
| Seller: (print) | (sign)  | Date: 4-22-26 |

[No further text appears on this page.]

51
52 (c) The purchase and sale of the Property shall be accomplished through an escrow (the
53 "Escrow") that Seller has established or will establish with Jennifer Lyke of Chicago Title Insurance Company (the
54 "Escrow Holder") within three (3) days after the Execution Date. Except as otherwise provided in this Agreement:
55 (i) any interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest
56 Money shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the
57 Earnest Money shall be applied to the Purchase Price at Closing.

58
59 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing by
60 cash or other immediately available funds; or Other: ____.

61
62 1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the
63 "Exchanging Party") may elect to engage in and effect a like-kind exchange under Section 1031 of the Internal Revenue
64 Code, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-Exchanging Party with respect to
65 a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller each hereby agree to reasonably
66 cooperate with the other in completing each such 1031 Exchange; provided, however, that such cooperation shall be
67 at the Exchanging Party's sole expense and shall not delay the Closing for the Property. An assignment of this
68 Agreement by the Exchanging Party to a 1031 Exchange accommodator shall be permitted but shall not delay Closing
69 or release the Exchanging Party from its obligations under this Agreement. The Cooperating Party shall not suffer any
70 costs, expenses or liabilities for cooperating with the Exchanging Party and shall not be required to take title to the

74 2. Conditions to Purchase.

75
76 2.1 Buyer's obligation to purchase the Property is conditioned on the following:

- 77
78 None;
- 79 Within 90 (ninety) days of the Execution Date, Buyer's approval of the results of (collectively,
80 the "General Conditions"): (a) the Property inspection described in Section 3 below; and (b) the
81 document review described in Section 4 below;
- 82 Within 90 (ninety) days of the Execution Date, Buyer's receipt of confirmation of satisfactory
83 financing (the "Financing Condition"); and/or
- 84 Buyer shall have the right to extend the General Conditions contingency one (1) time for thirty
85 (30) days by providing written notice of extension to Seller no later than five (5) days prior to the
86 expiration of the General Conditions contingency period. As consideration for exercising such
87 extension, Buyer shall deposit an additional five thousand dollars (\$5,000) Earnest Money into
88 Escrow, which amount shall be applicable toward the Purchase Price.
- 89 Within 30 (thirty) days following receipt of a completed appraisal report ("Appraisal Review
90 Period"), Buyer's approval of the appraisal, subject to the following.
- 91 - Buyer shall have 45 days from the date of Execution to secure an appraisal, at Buyer's
92 expense. Buyer must provide Seller with a copy of the appraisal report within seven (7)
93 days of receipt.
 - 94 - Buyer must approve the appraisal so long as the appraised value of the property is no
95 less than 95% of the agreed purchase price. If the appraised value of the property is
96 less than 95% of the agreed purchase price, Buyer may terminate this contract upon
97 delivering a notice of termination to Seller.

98
99 The General Conditions, Financing Condition and any other conditions in Section 2.1 above shall be collectively defined
100 as the "Conditions."
101

154 the conditions, if any, to Buyer's obligation to close this transaction are satisfied or waived by Buyer and Buyer fails,
155 through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain the Earnest
156 Money paid by Buyer as liquidated damages. If the conditions, if any, to Seller's obligation to close this transaction are
157 satisfied or waived by Seller and Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be
158 entitled as its exclusive remedies to either: (i) terminate this Agreement, receive a refund of the Earnest Money, and
159 be reimbursed for Buyer's out-of-pocket costs related to this transaction up to \$5,000.00; or (ii) to pursue the remedy
160 of specific performance. If Buyer has not filed an action for specific performance within one hundred eighty (180) days
161 after the scheduled Closing Date, Buyer shall be deemed to have elected remedy (i) above. In no event shall either
162 party be entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale
163 of the Property. BUYER AND SELLER EACH AGREE THAT IF BUYER DEFAULTS UNDER THIS AGREEMENT,
164 THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND
165 THAT THEREFORE, IF BUYER DEFAULTS HEREUNDER THE LIQUIDATED DAMAGES AMOUNT SHALL SERVE
166 AS DAMAGES FOR THE DEFAULT BY BUYER, AS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER,
167 INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN
168 SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN
169 KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION
170 HERewith.

171
172 7. Closing of Sale.

173
174 7.1 Buyer and Seller agree the sale of the Property shall be closed ("Closing"), in Escrow, on or
175 before thirty (30) days after the Conditions have been satisfied or waived in writing by Buyer (the "Closing Date").
176 The sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered
177 and recorded and the Purchase Price is disbursed to Seller.

178
179 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required
180 to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification
181 confirming whether Seller is or is not a "foreign person" as such term is defined by applicable law and regulations.

182
183 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by statutory warranty deed
184 or _____ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form
185 owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the
186 Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the
187 Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title
188 insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements
189 required by Buyer.

190
191 8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer
192 elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the
193 difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees
194 charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid by Seller Buyer split equally
195 between Seller and Buyer. Real property taxes for the tax year of the Closing, assessments (if a Permitted Exception),
196 personal property taxes, rents and other charges arising from existing Tenancies paid for the month of Closing, and
197 interest on assumed obligations shall be prorated as of the Closing Date based on amounts collected. Seller shall use
198 reasonable efforts to cause any applicable utility meters to be read on the day prior to the Closing Date, and will be
199 responsible for the cost of any utilities used prior to the Closing Date. If applicable, prepaid rents, prepaid common
200 area maintenance charges, reserves, security deposits, and other unearned refundable deposits relating to Tenancies
201 shall be assigned and delivered to Buyer at Closing. Seller Buyer N/A shall be responsible for payment of
202 all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program. If any
203 of the aforesaid prorations cannot be definitely calculated on the Closing Date, then they shall be estimated at Closing
204 and definitely calculated as soon after the Closing Date as feasible.

258 EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE Columbia River Gorge GEOGRAPHIC AREA
259 (IF BLANK IS NOT COMPLETED, PORTLAND METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE
260 COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR,
261 FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF
262 THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION
263 AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT, BY
264 AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS RIGHTS
265 TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY PROCESSES
266 THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS ACTION.

267
268 Initials of Buyer

267
268 Initials of Seller

269
270 15. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever,
271 including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney
272 are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this
273 Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its
274 attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred
275 in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees
276 shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review,
277 and shall be in addition to all other amounts provided by law.

278
279 16. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE
280 PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND
281 REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A
282 RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS
283 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING
284 FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND
285 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17,
286 CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE
287 SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY
288 SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE
289 UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS
290 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE
291 OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING
292 PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO
293 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND
294 SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

295
296 17. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS
297 CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE
298 PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY
299 BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT
300 GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE PROPERTY. THIS INCLUDES,
301 BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A
302 PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY
303 AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

304
305 18. Brokerage Agreement. Deleted Intentionally

306
307 19. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement
308 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally
309 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery);

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- Exhibit B – Form of Earnest Money Promissory Note
- Exhibit C – Assignment of Lessor's Interest under Lease (if applicable)
- Exhibit D – Bill of Sale (if applicable)
- Exhibit E – Form of Estoppel Certificates

25. **OFAC Certification.** The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Seller and Buyer certify to each other that:

25.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

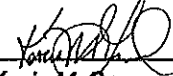
25.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

Seller and Buyer hereby agree to defend, indemnify, and hold harmless each other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification and agreement to indemnify, hold harmless, and defend shall survive Closing or any termination of this Agreement.


CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer Port of Hood River, an Oregon municipal corporation.

By: 
 Name: Kevin M. Greenwood
 Title: Executive Director
 Date: 4/29/2026

Seller Judy L. Richter, Trustee of the Judy Richter Trust dated July 31, 2018.

By: 
 Name: Judy L. Richter
 Title: Trustee
 Date: 4-21-2026

Time for Acceptance. If the second party to execute this Agreement has not executed and delivered this Agreement within _____ days (five (5) if not filled in) after the date this Agreement was signed by the first party to execute this Agreement set forth above, then any Earnest Money deposited shall be promptly refunded to Buyer and neither party shall have any right or obligation hereunder.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

A parcel of land located in a portion of Block 2, ERWIN & WATSON'S FIRST ADDITION to the City of Hood River, being located in the Northeast quarter of the Southwest quarter of Section 26, Township 3 North, Range 10 East of the Willamette Meridian, in the City of Hood River, County of Hood River and State of Oregon, being more particularly described as follows:

Lots 29, 30, 31, 32 and 33, Block 2 of said ERWIN & WATSON'S FIRST ADDITION.

TOGETHER WITH the following described parcel of land:

Beginning at the Southwest corner of Lot 34, Block 2, ERWIN & WATSON'S FIRST ADDITION; thence North $0^{\circ}27'53''$ East along the West line of Lots 34, 35 and 36 of said Addition, a distance of 75 feet to the Northwest corner of said Lot 36; thence South $57^{\circ}29'17''$ East a distance of 141 feet to the Southeast corner of said Lot 34; thence North $89^{\circ}37'15''$ West along the South line of said Lot 34 a distance of 119.51 feet to the point of beginning.

Parcel 2:

A parcel of land located in a portion of Block 2, ERWIN & WATSON'S FIRST ADDITION to the City of Hood River, being located in the Northeast quarter of the Southwest quarter of Section 26, Township 3 North, Range 10 East of the Willamette Meridian, in the City of Hood River, County of Hood River and State of Oregon, being more particularly described as follows:

Beginning at the Lot corner common to Lots 18, 19, 30 and 31 of said Block 2; thence South $89^{\circ}39'32''$ East along the South Lot Line of said Lot 18 of said Block 2 a distance of 32.52 feet; thence North $0^{\circ}29'08''$ East parallel with the West line of Lots 16, 17 and 18 of said Block 2 a distance of 54.92 feet; thence North $58^{\circ}01'15''$ West a distance of 38.14 feet to the Southeast corner of Lot 34, also being the Northwest corner of Lot 16 of said Block 2; thence South $0^{\circ}29'08''$ West along the West lot lines of said Lots 16, 17 and 18 a distance of 74.93 feet to the point of beginning.

Commission Memo



Prepared by: Megan Channell, Director of Capital Development and Planning
Date: May 19, 2026
Re: Proposed Update to Marina Rules, Regulations, and Requirements

BACKGROUND

The Port periodically reviews and updates the Marina Rules, Regulations, and Requirements to ensure they remain aligned with current operational needs, safety considerations, legal requirements, environmental compliance obligations, and overall marina management objectives.

Staff has identified several areas where additional clarification, updated procedures, and policy modifications are needed to improve operational consistency, reduce administrative challenges, support equitable public access, and strengthen enforcement capabilities.

Staff has prepared a redlined version of the current Marina Rules, Regulations, and Requirements for Commission review and consideration.

The proposed revisions are intended to:

- Improve clarity, consistency, and enforceability of Marina policies;
- Address recurring operational and compliance issues;
- Support environmental stewardship and Clean Marina standards;
- Improve safety and risk management practices;
- Clarify administrative authority and enforcement procedures; and
- Better align Marina operations with current Port management priorities.

RECOMMENDATION:

MOTION to approve Resolution 2025-26-24 adopting the revised Port Marina Rules, Regulations and Requirements, as presented in the attached redlined document, pending final legal review and authorize staff to finalize and implement the updated Marina Rules, Regulations and Requirements.

ATTACHMENTS:

Resolution 2025-26-24
Exhibit A – Marina Rules, Regulations and Requirements

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PORT OF HOOD RIVER
Resolution No. 2025-26-24

**A RESOLUTION ADOPTING UPDATED MARINA RULES, REGULATIONS,
REQUIREMENTS, AND FEES**

WHEREAS, the Port of Hood River maintains ongoing rules, regulations, requirements, and fees for the Marina and its use; and

WHEREAS, the Port previously adopted Marina Rules, Regulations, Requirements, Fees, and Moorage Agreements through Resolution No. 2025-26-2; and

WHEREAS, it is considered best practice to review and update these policies regularly; and

WHEREAS, the Port of Hood River has reviewed and updated its Marina rules, regulations, fees, and requirements to meet current needs and operational costs;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of Hood River as follows:

- 1. Adoption of Updated Marina Rules, Regulations, Requirements, and Fees:** The updated Marina Rules, Regulations, Requirements, and Fees as presented and attached as *Exhibit A* to this resolution, are hereby adopted and shall take effect when approved.
- 2. Availability of Rules:** The adopted rules, regulations, fees, and requirements will be made available to the public on the Port’s official website and at the Port office upon request.
- 3. Superseding of Previous Provisions:** All previously adopted Marina rules, regulations, requirements, and fees, and Marina Moorage Agreements, that conflict with this resolution are hereby repealed.

Adopted by the Board of Commissioners of the Port of Hood River this 19th day of May 2026.

SIGNED

Heather Gehring, President

ATTEST

Kristi Chapman, Secretary

PORT OF HOOD RIVER MARINA RULES, REGULATIONS, FEES, & REQUIREMENTS

PURPOSE

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

Definitions

- **Accessory watercrafts** – shall mean jet skis, kayaks, skiffs, rowboats, etc.
- **Agreement** – shall mean mutually executed Moorage Rental Agreement, Boathouse Lease, or other contract between the Port and a Tenant/Licensee.
- **Berth** – shall mean a designated space or location where a boat is moored or tied up at a Marina dock.
- **Betterment List** – shall mean a waitlist for requested slip location changes created and maintained by the Port.
- **Boathouse** – shall mean a stationary sheltered structure over water designed primarily for storage and protection of boats and their related equipment, though some may include small recreation areas.
- **Dinghy** – shall mean a small open boat designed as a tender or lifeboat.
- **Marina** – shall mean all areas encompassing the Port of Hood River Marina Basin, both upland, parking lots, and docks.
- **Port** – shall mean the Port of Hood River, and when appropriate may mean any person authorized to represent the Port.
- **Secondary Vessels** – shall mean any dinghy, accessory watercraft, or jet ski.
- **Slip** – shall mean a mooring space located within the Marina.
- **South Basin** – shall mean the dock located on the southern shore of the Marina.
- **Tenant/Licensee** – shall mean the owner of a boat, boathouse, or floatplane moored legally within the Marina.
- **User** – shall mean a person or entity that utilizes the facilities and services of the Marina, including tenants, commercial operators, tourists, and the public accessing Marina adjacent amenities.
- **Vessel and Boat** – shall mean any floating watercraft used for transportation on water that has the capacity for movement or navigation and a purpose of carrying people, goods, or equipment across water.

Boathouses or ~~floatplane~~ floatplanes shall also be considered boats for these Rules & Regulations, where appropriate. Personal watercrafts (PWC), wave runners, jet skis or vessels under 16' do not qualify for slips.

General

1. The Port reserves the right to change the Marina Rules and 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 date specified in the adopting resolution unless a later date is specified by the Port.

Marina users are responsible for knowing, understanding and complying with the current and updated Marina Rules and Regulations. Failure to adhere to these Marina 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. The Port reserves the right to interpret and enforce these Rules and Regulations as determined necessary by the Port in its sole discretion to protect safety, Marina operations, environmental compliance, infrastructure, and equitable public access.

2. Marina users shall comply with lawful directions issued by authorized Port staff related to safety, operations, moorage management, parking, vessel movement, and enforcement of these Rules and Regulations. Failure to comply may result in removal from Port property, termination of moorage privileges, citation, or other enforcement action.

2.3. 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. If Port staff determines that a vessel is not sea-worthy, moorage may be denied.

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

4.5. The Port is certified by the Oregon State Marine Board 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 2024. 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

1. Agreements with the Port will only be executed with the owner of the boat that is to occupy the assigned slip and noted as the Tenant/Licensee of record. Marina slips are assigned solely to the approved Tenant/Licensee and approved vessel of record. Unauthorized occupancy, use, or placement of any vessel in a slip by a person or vessel not approved by the Port is strictly prohibited and shall constitute a material breach of the Agreement. The Port may terminate the Agreement, revoke Marina access privileges, and require immediate removal of the vessel without additional warning or opportunity to cure. Subleasing a boat slip is generally prohibited, but may be granted through the Marina Manager in limited circumstances.

2. Subleasing, sharing, lending, transferring, or allowing occupancy of a slip by another person or vessel is prohibited unless expressly authorized in writing by the Port.

3. Marina moorage is a revocable privilege and not a property right. Execution or renewal of an Agreement does not create any right or expectation to continued moorage beyond the stated Agreement term.

1.—

2.4. Personal Watercrafts (PWC), jet skis, wave runners, or boats under 16 feet do not qualify for slips

in the Marina moorage.

~~3.5.~~ All agreements executed with a tenant/licensee ~~shall contain~~ must include the following language: "Tenant/Licensee agrees to comply with all applicable federal, state, county, and city laws and rules, ~~and to comply with as well as~~ all Port ordinances, in addition to the Marina Moorage Rules & Regulations." ~~Any Violations~~ may result in immediate termination of this agreement.

~~4.6.~~ Tenant/Licensees must annually provide proof of ownership of the vessel that will occupy their assigned slip. Failure or inability to provide satisfactory proof of ownership will result in denial of moorage privileges or termination.

~~7.~~ Documents, including but not limited to the following, will be required before executing an Agreement and must name the Tenant of record:

- Current certificate of Title showing proper owner(s), or loan documents.
- Current State Registration Certificate or USCG Documentation showing owner(s).
- Certificate of Insurance showing with proper owner(s) as a primary policy holder listed and naming the Port as additional insured.

~~5.8.~~ Tenant/Licensee agreements may be denied, or tenancy may be terminated immediately 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 Agreement, and to deny any application for any reason not specifically restricted by law.

~~6.9.~~ Contact information provided to the Port by the Tenant/Licensee shall be kept current at all times, including emergency contact information. It is the Tenant/Licensee's responsibility to inform the Port of any changes.

~~7.10.~~ New Tenant/Licensees that do not have vessels have 90 days from slip acceptance to purchase a vessel and provide evidence of the purchase to the Port. Permission for extension must be approved by the Marina Manager. Extensions longer than 6 months will not be considered unless there are extreme circumstances and must be approved by the Port Executive Director.

~~8.11.~~ All Tenant/Licensee boats MUST be moored in the slip assigned to the Tenant/Licensee in an 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 written approval.

~~9.12.~~ By signing an agreement with the Port, Tenant/Licensee acknowledges that Tenant/Licensee has inspected the assigned slip and is satisfied the slip is in good condition and adequate for the safe mooring of Tenant/Licensee's boat. Each Tenant/Licensee accepts the Marina and Slip in their present condition and understands that the Marina dock and slip is being rented "AS-IS".

~~10.13.~~ The Port reserves the right to relocate any Tenant/Licensee to another moorage slip at any time, and to allocate the use of any moorage as ~~it deems necessary~~ determined necessary by the Port in its sole discretion.

~~11-14.~~ No offensive activities shall be carried on by a Tenant/Licensee at or in the immediate vicinity of the Marina. A Tenant/Licensee shall not engage in any activity that might be dangerous to life or limb nor permit any objectionable noise or odor on Tenant/Licensee's boat, in the Marina, or on adjacent premises, nor do anything which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the Marina or of the adjoining property by others. The Port reserves the right in its sole discretion to determine whether an activity is considered "offensive."

~~12-15.~~ A Tenant/Licensee shall be responsible for and assure compliance with the terms of these rules and regulations by Tenant/Licensee's invitees, guests and family members. Any violation of these terms by Tenant/Licensee, or their invitees, guests, or family members is considered a breach of Agreement by Tenant/Licensee.

Anchoring and Shoreline Tie-Up

Anchoring within the Marina Basin is prohibited unless expressly authorized in writing by the Marina Manager or required due to an emergency condition affecting the safety of the vessel or Marina. Shoreline tie-up, beaching, or securing vessels to rocks, riprap, docks, railings, vegetation, signs, fences, or other Port property within the Marina Basin or adjacent shoreline areas is prohibited unless specifically authorized by the Port. Vessels may not be stored, moored, or left unattended while anchored or tied along the shoreline, seawall, or other unauthorized areas of the Marina. Any vessel found in violation of this section may be subject to immediate removal at the owner's expense and may result in enforcement action, including termination of moorage privileges.

Betterment Lists

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

1.2. A Tenant/Licensee must respond within three (3) business days after offered a vacated slip. If a Tenant/Licensee declines, the Port receives no response, or if the Tenant/Licensee fails to move their vessel within the time allowed, the Tenant/Licensee's right to occupy the new slip will expire and the slip will be offered to the next person on the list.

2.3. If a Betterment List offer expires, a Tenant/Licensee who receives but does not accept an offer will retain their place on the Betterment List. However, if a Tenant/Licensee is offered another Betterment List move within twelve (12) months after the Tenant/Licensee declines or fails to respond to the first Betterment List offer within the time allowed, the Tenant/Licensee will be removed from the Betterment List.

3.4. Outside end slips are exempt from Betterment List requests.

4.5. The Port will charge ~~\$35~~ fee when a Tenant/Licensee requests a "Betterment" move to a slip with the same length classification, consistent with the Master Fee Schedule. ~~Tenant/Licensees seeking a boat slip with a different classification should apply for the appropriate "Wait List" on the Port's website. There is a \$100 non-refundable administrative fee to be on the wait list. All fees to be annually reviewed and updated through the Port's Master Fee Resolution.~~

Boat Lifts

In the interest of maintaining uniform dock aesthetics, preserving the structural integrity of Marina infrastructure, and ensuring safe navigation, the installation or use of any private boat lift, hoist, or vessel storage system is strictly prohibited in moorage ~~slips~~ slips unless otherwise authorized by the Port in its sole discretion. –This includes, but is not limited to:

1. Freestanding or shore-mounted lifts.
2. Lifts attached to or suspended from marina docks or pilings.
3. Floating docks or lift systems (e.g., drive-on jet ski docks) that are tied to or placed within a leased slip.

No alterations, attachments, or modifications may be made to any Marina-owned dock or slip, including for the purpose of accommodating a private boat lift.

Bulletin Board

1. All notices will be posted by Port Staff only. Notice requests may be emailed to ~~waterfront@portofhoodriver.com~~ info@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.
2. Notices posted without permission will be REMOVED.
3. 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.
4. Non-event notices, such as items “For Sale” will be posted for no more than three (3) weeks.

Commercial Dock

1. The Commercial Dock is intended primarily for commercial, operational, passenger service, governmental, emergency response, maintenance, and other Port-authorized uses.
2. Recreational use of the Commercial Dock is discouraged and may only occur by reservation on a short-term, space-available basis as determined by the Port in its sole discretion.
3. Recreational vessels utilizing the Commercial Dock shall not interfere with commercial operations, cruise vessel activity, loading and unloading, maintenance operations, or other Port operational needs.
4. Recreational use of the Commercial Dock shall be subject to the same maximum stay limitations, fees, and operational requirements applicable to Guest Dock moorage unless otherwise authorized in writing by the Port.
5. Recreational moorage at the Commercial Dock is temporary only and may be limited, denied, revoked, modified, or terminated by the Port in its sole discretion.
6. The Port may require any recreational vessel to immediately relocate or vacate the Commercial Dock at any time without prior notice.

7. Overnight occupancy, long-term moorage, storage, fueling, maintenance activities, and liveboard activity are prohibited unless expressly authorized in writing by the Port.

Cranes

1. The Port craning policy applies to all boat owners, operators, contractors, and third-party service providers who wish to crane boats in or out of the Marina. Acquiring a craning permit from the Port is mandatory for any crane operations within the Marina to ensure the safe and efficient handling of boats during craning operations at the Marina, and that the commercial craning activity is conducted in a manner that respects public resources, minimizes disruptions, and complies with applicable regulations.
2. This permit requirement applies to: boats being launched into the water, boats being lifted out of the water, and any maintenance or service-related craning. No boat shall be craned without prior approval from the Marina management.
3. Boat owners or contractors must apply for a craning permit at least 14 days in advance of the scheduled craning operation. Applications can be submitted online via the Port's website, emailed to ~~the Marina Manager~~ waterfront@portofhoodriver.com or info@portofhoodriver.com, or submitted in person at the Port Marina office. The Port reserves the right to approve or not approve any application, and to deny or revoke a permit if safety standards are not met.
4. All craning operations must adhere to the following minimum safety protocols: A safety zone of 100 feet around the crane site must always be maintained; proper communication between the crane operator and ground crew must be established; and any operation must be halted immediately if unsafe conditions arise (e.g., high winds, equipment failure).
5. A non-refundable permit fee is required upon submission of the application. ~~Additional fees may apply for extended or complex craning operations.~~ The fee is posted on the Port's website as set by the annual Master Fee Schedule Resolution.
6. Failure to obtain a permit before craning or violating the terms of the permit may result in the following: Agreement termination, trespassing charges, suspension of craning privileges at the Marina, liability for any damages caused by unauthorized craning, and any other remedies that the Port may pursue at law or in equity.

Defaults

1. If a tenant is in default or violates any term of these Marina Rules and Regulations, they are at risk of having their agreement terminated. The following are considered a default of a Tenant/Licensee's moorage obligations:
 - Failure to pay the Port moorage rent as per the Agreement or any other Marina fees or charges within ten (10) days after Port written notice of non-payment is sent to a Tenant/Licensee.
 - Failure of a Tenant/Licensee to comply with any of the terms or conditions of any Port Ordinance or Marina rule or regulation within ten (10) days after written notice from

the Port is sent to the Tenant/Licensee. If such noncompliance cannot be cured within ten (10) days but may be cured within a short time thereafter, the Tenant/Licensee may apply for and receive approval for an extension of time from the Port Executive Director, which may be granted or denied in their discretion.

2. If a default is not remedied, the Port may pursue any and all rights and remedies available to it at law or in equity, including but not limited to:

- Terminate the Agreement, evict the Tenant/Licensee and boat, and re-lease the slip.
- Recover any unpaid rent, charges or fees and any of Port's direct costs including staff and attorney's fees, if any, before suit, after suit is filed and on appeal.
- Take possession of the boat, its apparel, fixtures, equipment and furnishings, and retain possession at the Marina or elsewhere until all charges then owing, and all charges arising thereafter are fully paid, and all violations of the terms of any 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.

2-3. 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.

4. If a past-due payment default is cured, the Tenant/Licensee may be required, in the Port's discretion, to make a single payment by January 1 for the following moorage year.

5. The Port reserves the right to deny issuing a new Agreement for accounts with unresolved delinquent balances, repeated late payments, prior collection activity, or a history of non-compliance with Marina Rules and Regulations.

Dinghies & Secondary Vessels

1. Secondary vessels, accessory watercraft, and dinghies are permitted only if they are owned solely by the Tenant/Licensee and serve as an accessory to the approved vessel of record.

2. Shared use, partnerships, co-ownership arrangements, or use by non-tenants are prohibited.

3. All secondary vessels and motorized accessory watercraft must be properly titled, insured, and registered with the appropriate state or federal authority, as applicable, with the Tenant/Licensee identified as the sole owner. Current registration and ownership documentation must be provided to the Port upon request.

4. Accessory watercraft and dinghies must:

- Be less than twelve (12) feet in length
- Fit entirely within the perimeter of the assigned slip
- Be stored on the Tenant/Licensee's vessel or secured at the bow or stern of the vessel in a manner that does not interfere with neighboring slips, dock access, navigation, or Marina operations
- Not be stored on docks, dock fingers, or along the port or starboard side of the vessel.

5. The Port may allow, condition, restrict, or prohibit any secondary vessel, dinghy, or accessory watercraft as determined by the Port in its sole discretion based upon size, type, storage method, operational impacts, safety considerations, navigation impacts, or Marina management needs.
6. If the Port determines that a secondary vessel, dinghy, or accessory watercraft is not compliant with Marina Rules and Regulations, the Tenant/Licensee shall immediately remove or relocate the watercraft upon direction from the Port.
7. Fees, charges, and administrative requirements applicable to secondary vessels, dinghies, and accessory watercraft shall be established by the Port's Master Fee Schedule.

Secondary Vessels

Secondary Vessels:

1. ~~Secondary vessels moored with a boat must be legally and solely owned by the Tenant.~~
2. ~~Partnerships and Joint Ownership Prohibited: The storage of any secondary vessel under a partnership, co-ownership, or shared-ownership arrangement is strictly prohibited. The Tenant shall not enter into any agreement that would grant a third party any ownership interest or rights of usage to a secondary vessel moored at the Marina.~~
3. ~~Title and Registration: All secondary vessels must be properly titled and registered with the appropriate state or federal authority, as applicable, with the Tenant's name appearing as the sole owner on the official title and registration documentation. This documentation must be kept current and provided to the Marina Manager before the secondary vessel goes in the slip.~~

Accessory Watercrafts and Dinghies:

1. ~~Accessory watercrafts are only allowed if they belong to the Tenant/Licensee and serve as a secondary vessel to the Tenant/Licensee's vessel of record. They must be less than 12' and fit within the perimeter of the slip. Accessory watercrafts or dinghies over 12 feet in length are not allowed as secondary vessels.~~
2. ~~Dinghies or accessory watercrafts must be stowed on the Tenant/Licensee's vessel or if small enough so as not to interfere with the regular moorage of any vessel (at the discretion of the Marina Manager), moored in the water at the stern or bow of the vessel so as not to exceed maximum overhang criteria and fit in the perimeter of the Tenant/Licensee's slip. Dinghies may not be stored on the port or starboard side of the Tenant/Licensee's vessel.~~
3. ~~Dinghies or accessory watercrafts are not allowed on the docks or dock fingers.~~
4. ~~The Port has the discretion to allow or not allow any dinghy or accessory watercraft in the water, based on the size, type or location. If the Port denies permission for maintaining an accessory watercraft at a Tenant/Licensee's slip the Tenant/Licensee must immediately remove the watercraft from the water or the slip.~~

~~Fees: \$50 per motorized secondary vessel, per month, unless watercraft is an inflatable tender used in service of boats and proper registration and insurance is provided. 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 to be reviewed annually and updated by the Master Fee Resolution.~~

Electric Power

1. Electrical meters are read and billed by the Port every three months (quarterly) and on termination of an Agreement.
2. Electricity to the Marina is provided by Pacific Power. The Port does not guarantee the continuity of electrical service to any boat.
3. All electrical service connections by Marina users and Tenant/Licensees between Marina outlets and any boat must conform to National and State Electrical Codes. Shore power cords are to be secured so that they cannot cause damage to meter bases. Damage done to meter bases is the financial responsibility of the Vessel owner.
4. 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.
5. Splitters or adapters are not allowed at the shore power pedestal. Tenant/Licensees are prohibited from plugging splitters or adapters into their shore power cords unless approved by Port Staff.
6. Port staff may disconnect undersized or non-compliant cords and may discontinue electrical service to such Tenant/Licensee. Any damages resulting from disconnection of an unsatisfactory shore power cord will be at the Tenant/Licensee’s sole risk. Tenant/Licensee expressly authorizes the Port to disconnect any unsuitable shore power cord and releases the Port from any claims resulting from such action. The use of house-hold extension cords or any other cord not complying with the foregoing requirements for shore power connections is strictly prohibited.
7. The Marina’s main electrical system is designed to cut the power supply to an individual dock if a low-level ground fault is detected or to individual Ground Fault pedestals. It is critical that each Tenant/Licensee maintain their vessel’s electrical system and connection to the dock pedestal to ensure no ground faults occur. If the Port determines that a vessel has tripped the GFI system, the Tenant/Licensee responsible for the vessel shall be notified and access to the Marina power supply shall be immediately terminated until the Tenant/Licensee can demonstrate to the Port’s satisfaction that the ground fault hazard has been resolved and the vessel’s electrical system is in good working order. NO EXCEPTIONS.
8. The Marina is an area where electrical shock hazards can occur. It is the Tenant/Licensee’s responsibility to ensure that electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. NO SWIMMING is allowed in the Marina.

Environmental Compliance

1. Tenant/Licensees shall comply with all applicable local, state, and federal environmental laws, regulations, permits, and Marina Rules and Regulations while occupying or using Port Marina facilities.
2. No person shall discharge, throw, drain, dump, spill, or release into Marina waters, storm drains, upland areas, or Port property any fuel, oil, petroleum products, oily bilge water, sewage, graywater, chemicals, detergents, paint, solvents, hazardous materials, trash, debris, fish waste, or other pollutants.
3. All vessels with installed marine sanitation devices or holding tanks must maintain such systems in proper working order and comply with all applicable sewage discharge regulations. Untreated sewage discharge into Marina waters is strictly prohibited.
4. Tenant/Licensees shall immediately report all fuel spills, oil spills, hazardous material releases, sewage discharges, or environmental incidents to the Port and all other agencies required by law.
5. Tenant/Licensees are responsible for the containment, clean-up, remediation, disposal, and all related costs associated with any spill, discharge, contamination, or environmental damage caused by their vessel, equipment, contractors, guests, or activities.
6. Vessel maintenance activities including, but not limited to, painting, sanding, scraping, fiberglass work, pressure washing, engine repair, fuel system work, or hazardous material handling shall be conducted only in compliance with Port requirements and applicable environmental regulations.
7. In-water hull cleaning that results in the discharge of paint, marine growth, debris, or contaminants into Marina waters is prohibited unless specifically authorized by applicable regulatory agencies and the Port.
8. Heavy hull fouling, invasive aquatic species growth, or vessels creating environmental concerns may require haul-out, cleaning, repair, or removal from the Marina at the vessel owner's expense.
9. Tenant/Licensees shall properly store, handle, and dispose of all fuels, oils, batteries, solvents, chemicals, oily absorbents, hazardous waste, garbage, recycling, and other regulated materials in accordance with applicable laws and Port requirements.
10. Fueling operations shall be conducted in a safe manner and with adequate spill prevention measures. The Port may require immediate corrective action if unsafe fueling conditions or environmental hazards are observed.
11. The use of soaps, detergents, degreasers, or cleaning chemicals that may enter Marina waters is prohibited unless specifically approved for marine use and used in accordance with applicable environmental regulations.
12. The Port may require immediate corrective action, vessel stabilization, environmental mitigation measures, haul-out, repair, or removal of any vessel that creates or threatens to create pollution, contamination, environmental damage, or hazardous conditions.
13. Any violation of this section shall constitute a violation of these Rules and Regulations and may result in enforcement action, cost recovery, termination of moorage privileges, vessel removal, or other remedies available to the Port under applicable law.

Fees

1. ~~Moorage rates and fees are published online at <https://www.portofhoodriver.com/master-fee-schedule>. Tenant/Licensees are provided 30 days written notice of any rate adjustments.~~
2. ~~Agreement terms are from January 1st through December 31st of any given year.~~
3. ~~Tenant/Licensees must make the annual payment in full within 60 days of the billing date, January 1st. Invoices will typically be sent on or about January 2nd. Payment in full is due on March 1st. A \$75 per month late fee applies to any unpaid balance after the due date. Tenant/Licensees who have not made full payment within 90 days of the billing date, (April 1, of the given year), identified on the statement will be considered in default and are at risk of moorage termination.~~
4. ~~Utility Charges:~~
 - ~~Water/Garbage~~ Water and garbage fees are included as part of the annual moorage fees.
 - ~~Electrical~~ The base electric fee is included in the annual moorage slips. Electric consumption is metered at each slip and boathouse in the marina and is billed quarterly based on kilowatt usage.
5. ~~Quarterly Electric and miscellaneous charges are payable by the Tenant/Licensee within thirty (30) business days of the statement date. Outstanding electric utility invoices provided by the Port that are 60 days past due will incur a \$15 per month late fee.~~
6. ~~The Port reserves the right to terminate a moorage lease at any time if moorage payments or Marina charges are not paid by a Tenant/Licensee when due. The Port reserves the right to differ from these terms within a particular Agreement, as determined necessary or appropriate in its sole discretion.~~
7. ~~Time and materials charges may be charged to the Tenant/Licensee if Port staff spends substantial time or incurs costs attending to boats in danger of sinking or that may be causing damages to other boats or Port property.~~
8. ~~Fee for motorized secondary vessel is \$50 per month, per the terms of the "Secondary Vessel" section above.~~
9. ~~All fees to be reviewed annually and updated by the Master Fee Resolution.~~
 1. Moorage rates, utility charges, administrative fees, payment schedules, late fees, installment options, deposits, and other Marina-related fees and charges shall be established by the Port's Master Fee Schedule, as amended from time to time.
 2. The Port may recover all costs incurred by the Port related to enforcement, emergency response, vessel stabilization, environmental response, towing, salvage, storage, staff time, contractor expenses, administrative costs, legal expenses, and damages caused by a Tenant/Licensee, vessel owner, guest, or Marina user.

3. Applicable rates, charges, fees, penalties, and cost recovery amounts may be established by the Port's Master Fee Schedule or based upon actual costs incurred by the Port.
4. The Port may establish annual, semi-annual, monthly, prorated, installment, automatic payment, or other billing structures as determined appropriate by the Port.
5. Tenant/Licensees shall timely pay all amounts due in accordance with the billing schedules, payment deadlines, and terms established by the Port.
6. Failure to pay moorage fees, utility charges, administrative fees, or other charges in accordance with Port-defined billing schedules may result in late fees, default, termination, denial of renewal, collections, revocation of privileges, or other enforcement remedies available to the Port.
7. The Port reserves the right to modify billing schedules, payment structures, fee schedules, administrative charges, and related financial requirements through adoption of the Master Fee Schedule without amendment to these Marina Rules and Regulations.

Garbage/Water

1. Garbage receptacles are available at or near the Marina gate for use by Marina Tenant/Licensees. Recycling is the responsibility of the Tenant/Licensee.
2. See "Fees" section regarding the annual garbage and water charges.
3. Garbage or other refuse of any type must always be placed in an appropriate container. It may not be left at the Tenant/Licensee's slip or on the walkways. Marina garbage receptacles may not be used for disposal of personal belongings brought from home or elsewhere, unrelated to Marina activities.
4. Water is turned off in the Marina generally from early October through April. The Port reserves the right to turn water off outside of these months, as deemed necessary or appropriate in its sole discretion.
5. It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.

Guest Moorage

~~No Tenant/Licensee may allow a guest to moor a boat in the Tenant/Licensee slip unless the guest has signed a sublease agreement previously approved by the Port.~~

~~Visitors may use the boat launch guest dock at the Marina. Overnight fees apply and use of the guest dock shall not exceed the maximum limits posted unless permission is granted by the Marina Manager.~~

~~Guest moorage is not allowed for floatplanes in the Marina without prior approval of the Port Executive Director.~~

~~Tenant/Licensees with vessels moored at the guest dock must pay for usage in accordance with the Moorage Fee Schedule and Master Fee Resolution, as applicable, unless permission is granted by Marina~~

~~Manager. Failure to pay for guest moorage is considered theft of services and could result in trespassing charges or other charges from the Marine Sheriff.~~

- ~~1. No Tenant/Licensee may allow another vessel or user to occupy their assigned slip without prior written approval from the Port.~~
- ~~2. Visitors may utilize the Marina guest dock on a temporary basis, subject to posted time limits, applicable fees, and space availability. Overnight moorage fees apply as established by the Port's Master Fee Schedule unless otherwise approved by the Marina Manager.~~
- ~~3. Guest Dock and Commercial Dock moorage is limited to a maximum of ten (10) days within any thirty (30) day period unless otherwise authorized in writing by the Port.~~
- ~~4. Any vessel exceeding authorized moorage time limits may be subject to additional moorage charges, overstay penalties, administrative fees, removal costs, denial of future dock privileges, or other enforcement remedies or fees as established by the Port's Master Fee Schedule.~~
- ~~5. Guest moorage for floatplanes is prohibited unless expressly authorized by the Port Executive Director.~~
- ~~6. All vessels utilizing guest moorage facilities must pay applicable fees established by the Port's Master Fee Schedule unless otherwise approved by the Marina Manager. Failure to pay required fees may result in citation, trespass action, revocation of dock privileges, or other enforcement remedies available to the Port.~~
- ~~7. Use of the Guest Dock or Commercial Dock does not grant permission for free or overnight parking of vehicles, trailers, campers, or recreational vehicles on Port property. Applicable parking fees, time limits, and Port parking regulations shall apply unless otherwise expressly authorized in writing by the Port.~~
- ~~8. Overnight parking associated with Guest Dock or Commercial Dock use is prohibited and subject to Port Ordinance 27 parking regulations. Unauthorized overnight parking may result in citation, towing, revocation of moorage privileges, or trespass action.~~

Hold Harmless

By executing an agreement with the Port, Tenant/Licensees agree to the following:

1. At all times to release the Port and the Port's elected and appointed officials, agents, and employees from and against any claim of liability and defend, indemnify, and hold the Port and the Port's elected and appointed officials, agents, and employees harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant/Licensee, their agents, invitees or employees; and Tenant/Licensee does specifically acknowledge and agree that the Port is not liable under any circumstances for any loss or damage to Tenant/Licensee's boat, person or property, except as the result of gross negligence or intentional misconduct on the part of the Port.
2. Port may provide or make available utility services at the Marina; however, Port shall not be liable to Tenant/Licensees or others resulting from, or be responsible to pay any costs associated with,

an interruption in or failure to supply electricity or any other utility service at the Marina.

3. The Port is not responsible for any losses or damage to boats, boathouses, airplanes, or secondary vessels in the Marina. Each Tenant/Licensee will be responsible for damage that he or she causes to other boats, secondary vessels, structures, property or to persons in the Marina.

Insurance

1. Appropriate insurance coverage must be maintained by each Tenant/Licensee. Tenant/Licensees must at all times during their moorage occupancy keep in effect a marine/watercraft insurance policy with general liability ~~limits of at least \$500,000.-~~ limits as established by the Port's Master Fee Schedule.
2. Policy must cover the cost of salvage (boat hull and equipment) in the event of a sinking at the dock and coverage in the event of an oil or fuel spill requiring environmental clean-up activities.
3. Floatplane Tenant/Licensees must keep in effect aircraft liability insurance with minimum coverage ~~of \$1,000,000.-~~ limits as established by the Port's Master Fee Schedule.
4. Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be named as additional insured on all insurance policies required to be maintained by the Tenant/Licensee in a form acceptable to the Port. A certificate of insurance shall be provided to the Port at the beginning of Tenant/Licensee's moorage term. The Port may require that a Tenant/Licensee provide proof of required insurance coverage renewal and at any time during moorage occupancy.
5. It is the Tenant/Licensee's responsibility to provide the Port with annual renewal documentation.
6. The Port shall be entitled to receive written notice from a Tenant/Licensee's insurance carrier thirty days prior to any insurance cancellation or expiration.
7. Failure to provide or keep in force insurance required by this section shall be a Tenant/Licensee violation of these rules and regulations and default of the Tenant/Licensee's Moorage Rental Agreement and be grounds for the Port to terminate the Tenant/Licensee's lease.
8. The Port reserves the right to establish and modify minimum insurance requirements, coverage types, and liability limits through the Port's Master Fee Schedule, as amended from time to time.
- ~~8. Required insurance must remain in force even when the vessel is not occupying the slip.~~
- ~~9. The Port reserves the right to adjust insurance coverage limits via annual Master Fee Resolution.~~

Inspections

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

Keys/Key Cards

1. Tenant/Licensees may receive up to two (2) key cards with no charge.
2. Tenant/Licensees may receive a maximum of four (4) cards issued per slip at any given time.
- ~~3. Tenant/Licensees shall pay a \$35 non-refundable fee per additional key card issued after two (2) key cards.~~
- ~~4.3.~~ Damaged cards will be de-activated and replaced at no charge for the first two (2) replaced cards.
- ~~5. Lost Cards will be replaced for a \$35 charge.~~
- ~~6.4.~~ Key cards will be only issued to Tenant/Licensees. Tenants/Licensees shall not duplicate any keys or key cards.
- ~~7.5.~~ For South Basin Dock keys only, Tenants/Licensees may receive one (1) key with no charge. ~~Tenants/Licensees shall pay a \$50 non-refundable fee per additional key issued.~~ The Port shall issue Tenants/Licensees no more than two (2) keys each, except that the Port may issue more than two (2) keys to vendors or concession providers, in the Port's sole discretion.
- ~~8.6.~~ Fees to be reviewed annually and modified via Master Fee Schedule-Resolution.

Liveboards

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

Maintenance and Vessel Repairs

1. 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, is permitted.
2. 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 rules and regulations. Vessel owners shall abide by all Port, City, State, U.S Coast Guard, and other applicable regulations.
3. All Tenant/Licensee maintenance activities to be undertaken by a Tenant/Licensee which may affect other boats, persons or the Marina must be reported by the Tenant/Licensee to the Port Marina Manager in advance by phone, email sent to waterfrontinfo@portofhoodriver.com, or in person to Port staff to ensure the Tenant/Licensee has permission for the proposed activity and for appropriate follow-up after maintenance activities are undertaken.

4. Tenant/Licensees will be notified at least 24-hours in advance of any scheduled maintenance work affecting all slips so that Tenant/Licensees have the option to ~~be~~ being present when the work is done.
5. Any alteration of a Marina slip is subject to prior written approval by the Port.
6. All Marina users and Tenant/Licensees must use biodegradable, non-toxic, phosphate free cleaners and/or soaps when cleaning their boat.

Notice to Tenant/Licensees

1. News of interest from the Port to the Tenant/Licensees will be by means of email. Tenant/Licensees will need to update spam filters to allow mail from the portofhoodriver.com domain. It is the responsibility of the Tenant/Licensee to inform the Marina Manager of any changes in their email, address or phone number.
2. Port notification of Marina Rules and Regulations shall be effective when posted on the Port's website at www.portofhoodriver.com. It is the Tenant/Licensee's responsibility to know them. Tenant/Licensees may obtain a copy online or request to have one mailed.
3. Port notice to Tenant/Licensee of a lease or rule and regulation violation, account default, or termination shall either be personally delivered or sent certified mail to the Tenant/Licensee's address on file. All notices to the Port shall either be emailed to the Marina Manager, personally delivered, or sent certified mail to the Port. Tenant/Licensee may change the address and contact information by emailing the Marina Manager or personally delivering or sending the change via certified mail to the Port.
4. Adjustments to rates, fees and charges will be listed on the Commission's agenda prior to adoption.

Parking/Special Events

1. Tenant/Licensee parking in the lot adjacent to the moorage entrance gate is on a first-come basis and a parking space is not guaranteed. Parking shall be in a neat and orderly fashion. The Port may request removal or may remove, at Tenant/Licensee's expense, any vehicle or boat trailer parked in an improper manner, as determined by Port.
2. Parking for a vehicle or boat 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 and may be removed at the Tenant/Licensee expense.
3. Boat trailers shall not be parked in the lot adjacent to the moorage entrance gate or anywhere on Port Property without Port written approval.
4. Tenant/Licensees without boats in the water do not qualify for overnight parking of vehicles or trailers without permission from Port Marina Manager.
5. Overnight camping is prohibited in the parking areas, and on all Port property. Port Ordinance 27 Parking rules apply. No person, including Marina tenants, shall remain within their parked vehicle between the hours of 11p.m.-6.a.m.

6. 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).
7. If the Port posts a sign or signs in the Marina area requiring that vehicle parking comply with these regulations or conditions listed on the sign, and a vehicle is parked in violation of sign requirements, the vehicle owner may be cited for violating a Port Ordinance, and if a Tenant/Licensee is the owner of a vehicle violating posted parking requirements, or if a Tenant/Licensee allows a guest to park a vehicle violating posted parking requirements, the Port may consider the Tenant/Licensee to be in breach of the Tenant/Licensee's Agreement.
8. Tenant/Licensees leaving vehicles overnight must have a valid Port Tenant/Licensee parking pass adhered to the driver's side lower right window visible to parking enforcement.

Pets

Dogs MUST always be kept on leashes attached to their person while on Port property within the Marina, 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

1. 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 and immediate agreement 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:
 - Current Certificate of Title or financing papers.
 - Current State registration certificate or U.S. Coast Guard documentation papers. Registration information must be provided to the Port on an annual basis.
 - Current Insurance documentation as required by the Port.
- 1.2. The Port recognizes partnerships that are declared **prior** to signing 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.
- 2.3. 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.
- 3.4. The Port recognizes the individual who signed up on the waitlist for the slip and is identified as the primary responsible partner, as the individual with the contractual right to remain at a particular slip.
- 4.5. **Partners taken on after the Agreement has been executed will have no rights to the moorage slip or tenancy in the Marina.**

Registration

1. All Tenants/Licensees are required to maintain state registration of their vessel when moored in a slip (OAR 250-010-005 and ORS 830.770). ALL FEDERALLY DOCUMENTED RECREATIONAL BOATS ARE REQUIRED TO MAINTAIN A VALID State REGISTRATION AND DISPLAY A STICKER ON THE STERN OF THE VESSEL (ORS 830.775). Vessels entering, or leasing moorage in, the Marina must have a valid/current identification permanently affixed to the hull and clearly visible from the outside. No vessels shall have expired stickers displayed. It is the Tenant/Licensees responsibility to know and understand the Vessel registration requirements. Failure to display the registration number on the hull may be cause for agreement termination, or 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.
2. A current copy of boat registration or Coast Guard Documentation will be presented to Port at the beginning of an agreement, and annually thereafter. Failure to provide these copies or failure to keep registration current shall be a default and breach of these Marina Rules and Regulations and be grounds for the Port to terminate a Tenant/Licensee's agreement.
3. Any Tenant/Licensee who attempts to retain their assigned slip using a boat that is not registered in the Tenant/Licensee's name will immediately lose their right to occupy the slip and the agreement will be terminated.

Safety/Security

- 1.** **No swimming**, diving, fishing, or fish cleaning will be permitted in the Marina. The Marina is an area where electrical shock hazards can occur. It is the Tenant/Licensee's responsibility to ensure electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 feet away from any dock. **FOR YOUR SAFETY PLEASE DO NOT SWIM IN THE MARINA.** Electric Shock Drowning (ESD) is a recognized freshwater marina hazard associated with electrical systems and shore power connections. Additional information is available from the National Fire Protection Association (NFPA) and the Electric Shock Drowning Prevention Association.
For more information on Electrical Shock Drowning go to:
<https://www.boatus.com/seaworthy/assets/pdf/electric-shock-drowning-explained.pdf>
- 1.2.** Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards, or roller skates on moorage walkways and ramps is prohibited.
- 2.3.** Tenant/Licensees shall accompany children under 16 years and guests at all times.
- 3.4.** The conduct of a Tenant/Licensee's guest's while in the Marina is the full responsibility of a host Tenant/Licensee. A host Tenant/Licensee shall meet all Tenant/Licensee's guests at the Marina locked gate to let them in and shall accompany their guests at all times while in the Marina.
- 4.5.** Disorderly conduct by Tenant/Licensees and/or guests is cause for immediate termination of the Agreement and removal of the Tenant/Licensee's boat from the Marina. This includes offensive language and loud and rude behavior to others. The Port shall have sole discretion to determine whether conduct is considered disorderly. Please do your part to maintain a family atmosphere at the Marina.

- 5.6. Boats in the Marina shall be operated according to the “Rules of the Road” and the Navigation Laws of the United States.
- 6.7. 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.
- 7.8. 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.
- 8.9. All mooring lines must be in good condition and not have any visible fraying.
- 9.10. _____ 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

1. Tenant/Licensees must notify Marina Manager immediately if a vessel is sold and remains at the Marina.
2. If a Tenant/Licensee sells their vessel and does not intend to replace it, the Tenant/Licensee must notify the Marina Manager and terminate their moorage agreement. The purchaser of the vessel shall have no more than thirty (30) days from the date of sale to remove the vessel from the Marina unless otherwise approved in writing by the Marina Manager.
3. Until the vessel is removed from the Marina, the Tenant/Licensee of record remains fully responsible for the vessel, including maintaining all required insurance coverage, fees, compliance with Marina Rules and Regulations, and any damages or liabilities associated with the vessel.
4. A purchaser of a vessel does not acquire any right to moorage and must apply for moorage through the Port’s standard waitlist process in the same manner as any other applicant.
5. A Tenant/Licensee may replace their vessel with another vessel, provided the replacement vessel is compatible with the assigned slip and updated registration, title, ownership, and insurance documentation is submitted to and approved by the Marina Manager prior to the vessel being placed in the Marina.
6. If a Tenant/Licensee sells their vessel and intends to retain their assigned slip, the Tenant/Licensee must purchase and place a replacement vessel in the slip within six (6) months of the sale date unless otherwise approved in writing by the Marina Manager. Failure to do so may result in termination of the moorage agreement.
- ~~1.—If a Tenant/Licensee voluntarily vacates their slip, the slip will be offered to the next eligible betterment or waitlist participant in accordance with these Marina Rules and Regulations. Any applicable refund of prepaid moorage fees shall be prorated from the date the slip is re-rented by the Port.~~
- ~~2.—~~
- ~~3.—The assigned slip is for the use of the Tenant/Licensee. If the Tenant/Licensee sells the vessel of record, he/she must either terminate their lease, or purchase another boat within 6 months of the sale and provide proof of ownership to the Port office. The Tenant/Licensee is responsible for providing~~

~~information on any change of vessel in the assigned slip, whether permanent or temporary. Failure to do so is cause for termination of Tenant/Licensee's agreement.~~

~~4. Moorage is non-transferable. The assigned slip is only for the use of the Tenant/Licensee who is assigned the slip. If a vessel in the Marina is sold and the new owner would like to continue to keep the vessel in the Marina, the new owner must submit an application for moorage and be placed on the appropriate waitlist, like any other person seeking moorage at the Marina.~~

~~5. If a Tenant/Licensee sells their vessel, their account is in good standing, and they have met all terms of their agreement and the Marina Rules & Regulations, the Tenant/Licensee may sublease their slip to the new owner for up to 4 months in accordance with the Subleasing section below. The Marina Manager may approve extended moorage, in their sole discretion. Subleases must go through the Port Marina Manager and meet all the terms for subleasing. Sublease fees apply as set by resolution.~~

~~6.7.~~

~~7. 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.~~

~~8. If the Tenant/Licensee sells their boat and gives notice to the Marina Manager that they are giving up their slip, the purchasing party may rent the slip as a sublease from the Port for a maximum of four (4) 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 are required, in addition to all other requirements set forth in the Subleasing section below.~~

~~9. A Tenant/Licensee selling their boat does not have authority to transfer their interest in their moorage slip or key cards or to transfer their obligation to pay annual payments to a new boat owner.~~

~~10. A Tenant/Licensee may replace their vessel with another so long as it is compatible with their assigned slip length and width, and updated registration, title and insurance information is provided to the Marina Manager prior to placement of the vessel in Marina.~~

~~11. If a Tenant/Licensee chooses to give up their slip, once vacated, the slip will be offered to the next eligible betterment or waitlist participant in the manner defined in these Marina Rules and Regulations. Every effort will be made to rent the slip, and when a new agreement has been signed a pro-rated refund will be issued to the prior Tenant/Licensee 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

1. Vessels moored in the Marina must:

- At all times contain no hazardous conditions,
- Be operational and have current title, license and registration, as determined solely by

the Port,

- Be ready for cruising in local waters,
- Be operable and maintained in a safe, seaworthy condition,
- Be kept neat and clean of debris and in an uncluttered state,
- Not have multiple tarps covering them unless they are kept adequately secured and in good condition,
- Not constitute a fire hazard or present a risk of sinking,
- Have its vessel hull, keel, decking, cabin, and mast be structurally sound and free from dry rot or other similar defects or deficiencies,
- Be able to leave the Marina under their own power and then return to the dock,
- Have propulsion systems that are maintained in working order,
- Have bilge pumps that do not have to run continuously to keep vessels afloat, and
- Not have an accumulation of growing moss topside. Any heavy underwater hull fouling must be addressed out of water and not on Port property.

~~1.2.~~ If a vessel does not comply with these conditions, the vessel owner must immediately remove it from the Marina for repair or corrective action. Moorage may be denied or terminated by the Port, in its sole discretion, if the Marina Manager determines that a vessel is not seaworthy or otherwise fails to comply with these Rules and Regulations. ~~Moorage may be denied at the discretion of the Marina Manager if they determine that the vessel is not seaworthy.~~

~~2.3.~~ The Marina Manager may ask a Tenant/Licensee to demonstrate the seaworthiness of their vessel at any time.

~~3. Tenant/Licensees shall always attend to the needs of the vessel.~~

4. 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.
5. 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 the Port has requested that a vessel owner remove a vessel from the Marina, and that owner is unavailable or available but refuses to act upon such request, the Port may cause removal of the vessel from the Marina at the owner's expense, and may terminate the agreement.
6. Port and its agents and employees shall at all times have immediate access to each Tenant/Licensee's boat while moored at the Marina in case of emergency. Emergencies may include, but are not limited to: fighting fires, and remedying or preventing any casualty or potential hazard to the boat or the Marina, such as sinking.
7. In an emergency situation, the Port will attempt to make contact with the primary Tenant/Licensee on file. If the Tenant/Licensee cannot be reached, the Port will call the person the Tenant/Licensee has designated as their emergency contact person. If it is necessary for Port staff or agents to board a boat, Port and its agents and employees will not be responsible for any damage to the boat. The Port may charge Tenant/Licensee costs of any Port staff time or contractor time and materials for stabilizing the boat.

8. 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 twenty-four (24) hours in advance and board the boat with permission of the Tenant/Licensee or accompanied by the Tenant/Licensee. Tenant/Licensee's failure to comply with a Port inspection shall constitute a violation of these Port Marina Rules and Regulations and a default under the Agreement.
9. Tenant/Licensee shall be responsible for any and all damage to the Marina, including to a slip, caused by Tenant/Licensee's boat or activities. Any boat that sinks in the Marina may require professional salvage at the Tenant/Licensee's expense, as determined by the Port. If the Port believes a vessel is not being promptly and properly removed from the Marina by a Tenant/Licensee, the Port may incur salvage expenses to remove the vessel, in which case Tenant/Licensee will promptly reimburse the Port for those salvage expenses and any related expenses.

Shell Dock

The Port's six shell dock storage spaces located on Dock C are rented on an annual basis from January 1 through December 31. These storage spaces are first come, first served, and interested individuals may choose to sign up for a waitlist to gain a space. Rules and Regulations specific to shell dock storage are outlined in the Shell Dock Annual Rental Agreement.

South Basin Dock Seasonal Lottery

- ~~1. The Port rents five seasonal 20' and under slips located on the South Basin Dock that become available annually by means of a seasonal lottery. The lottery for slips first involves people who are on the Port Marina wait lists. The offer goes out early February and the winners are chosen on March 1. If any of slips are not accepted by March 1, the lottery will be opened to the public. If there are available slips the lottery will get advertised starting early March with the drawing on April 1st. The Port maintains five seasonal slips for vessels 20 feet and under located on the South Basin Dock. These slips may be rented through a lottery, waitlist process, direct assignment, or other allocation method as determined by the Port.~~
- ~~2. If the Port utilizes a lottery process, priority may first be given to individuals currently on the Port Marina waitlists. The Port may establish application periods, notification timelines, selection dates, and eligibility requirements administratively.~~
- ~~3. Any slips not accepted or assigned through the initial offering process may be made available to the general public through a subsequent lottery, waitlist, direct assignment, or other process determined appropriate by the Port.~~
- ~~4. The Port reserves the right to modify, suspend, or discontinue the seasonal slip lottery process at any time.~~

Storage on Piers or Dock Fingers

1. 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, and orderly at all times. Tenant/Licensee slip areas must be maneuverable for the Tenant/Licensee's vessel and other vessels. Storage of anything by a Tenant/Licensee on piers or dock fingers is prohibited except in

approved dock boxes, chests, or steps.

2. Main walkways and slip finger walkways shall be kept obstacle-free of boat supplies, accessories, and debris by Tenant/Licensees and Marina users. Tenant/Licensee water hoses and electrical cords shall be neatly coiled when not in use. Tenant/Licensees must remove anything of theirs from the Marina that does not fit onto their boat, dock box, or chest.
3. Each Tenant/Licensee must obtain permission from the Port prior to placement of chests, dock boxes, steps, ramps or similar structures in the Marina. All chests and dock boxes must fit within the original triangle space at each slip, must not overhang or be placed in walkways, and must not exceed a height of ~~36~~ thirty-six (36) inches.
4. Tenant/Licensee storage of any potentially hazardous items or materials, batteries, oily rags, open paints, or other flammable or explosive materials are not allowed in dock boxes or chests and shall be immediately removed from Marina slips and the Marina area by Tenant/Licensee.

Subleasing

1. Subleasing, sharing, lending, transferring, or allowing occupancy of a slip by another person or vessel is prohibited unless expressly authorized in writing by the Port and approved by the Executive Director.
2. Any unauthorized sublease, occupancy, vessel placement, or transfer of slip use is considered a material violation of the Agreement and may result in immediate termination of moorage privileges.
3. The Port reserves the right to suspend, deny, revoke, condition, or discontinue subleasing privileges at any time and for any reason as determined by the Port in its sole discretion to be in the best interest of Marina operations, waitlist management, and public access.
- ~~1. The Port reserves the right to allow or suspend subleasing privileges at any time.~~
- ~~2. Marina Wait List applicants shall have first consideration if a sublease becomes available.~~
- ~~3. In order to sublease a slip, a Tenant/Licensee's account must have been in good standing for the previous twelve (12) months and Tenant/Licensee must comply all terms of the Marina Rules and Regulations and their Agreement (including the utilization requirement set forth in these Marina Rules and Regulations).~~
- ~~4. Tenant/Licensee may sublease their slip to another boat owner for a maximum sublease term of four (4) continuous months during a calendar year. A sublease of less than thirty (30) days will not be permitted. Any agreement by a Tenant/Licensee to sublease a slip without prior Port approval is a violation of the Tenant/Licensee's agreement and may result in immediate agreement termination.~~
- ~~5. Subtenant/Sublicensees must provide their boat title, proof of insurance, current registration, and State ID to the Port prior to a subagreement taking effect. Vessel must be seaworthy. The Marina Manger may deny moorage if they determine a vessel is not seaworthy.~~
- ~~6. An annual Tenant/Licensee who applies for and receives Port permission to sublet a slip is responsible to promptly pay the Port all Marina fees and costs associated with the Tenant/Licensee's slip when due and to assure their Subtenant/Sublicensee's compliance with all~~

~~Marina Rules and Regulations during the sub-tenancy. All Port Marina bills will be sent to the Tenant/Licensee. Notwithstanding a sub-tenancy, a Tenant/Licensee is fully responsible to pay all charges that accrue on his/her account while subleasing and for collecting such charges from their Subtenant/Sublicensee.~~

- ~~7. A Tenant/Licensee is responsible for the removal of their Subtenant/Sublicensee's boat from the Tenant/Licensee's slip at the expiration of the subagreement. A Tenant/Licensee's violation of this requirement is grounds for termination of the Tenant/Licensee's agreement.~~
- ~~8. The subagreement initiation fee payable to the Port is \$150 or as set by Resolution. Monthly Payment of a moorage fee and Marina charges by a Subtenant /Sublicensee to a Tenant/Licensee cannot exceed 1/12 the annual moorage fee and Marina charges payable by the Tenant/Licensee. All sublease payments shall be between a Tenant/Licensee and their Subtenant /Sublicensee.~~
- ~~9. Subtenant/Sublicensee must abide by Marina Rules and Regulations at all times, which shall apply to Subtenant/Sublicensee as if they are the Port's own Tenant/Licensee. Violations will result in immediate termination of the sublease.~~
- ~~10. A Tenant/Licensee is responsible for providing Marina gate cards to their Subtenant /Sublicensee.~~
- ~~11. A Subtenant/Sublicensee's vessel shall not occupy a Tenant/Licensee slip until:
 - ~~• Subtenant/Sublicensee has provided ALL required information and the payment as set by Resolution to the Port;~~
 - ~~• The Subtenant/Sublicensee has reviewed Marina Rules & Regulations; and~~
 - ~~• The Port has approved the sublease.~~~~
- ~~12. The Port must approve any proposed change in a sublease. If a sublease change is approved, the Tenant/Licensee is responsible to pay the Port a \$35 fee for each change. Fees may be modified by Resolution.~~

~~Sublease Application is available by contacting Marina Manager waterfront@portofhoodriver.com.~~

Termination

~~A Tenant/Licensee who wishes to voluntarily terminate their moorage tenancy before the end of the term must notify the Port in writing not less than ninety (90) days prior to the Tenant/Licensee's proposed termination date. After a termination request is received the Port shall attempt to re-lease the slip for the remainder of the Tenant/Licensee's term to someone else. The Tenant/Licensee will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for three full calendar months following the month in which notification is received by the Port.~~

~~If, within the three (3) month period after the Tenant/Licensee's notice is received by the Port, another boat owner executes an agreement for the Tenant/Licensee's slip and signs and provides agreement documents satisfactory to the Port, the Tenant/Licensee's agreement shall be terminated and the Tenant/Licensee shall receive a prorated refund of prepaid moorage and costs paid to the Port after the date a new Tenant/Licensee executes an agreement. If no new Tenant/Licensee signs an agreement within the three (3) month period, the Tenant/Licensee will remain responsible to pay accruing rent and Marina charges until the slip has been leased to another Tenant/Licensee or until the end of the Tenant/Licensee's agreement term, whichever occurs first.~~

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

1. A Tenant/Licensee who wishes to voluntarily terminate their moorage tenancy before the end of the term must notify the Port in writing not less than () days prior to the Tenant/Licensee's proposed termination date. After a termination request is received the Port shall attempt to release the slip for the remainder of the Tenant/Licensee's term to someone else. The Tenant/Licensee will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for three full calendar months following the month in which notification is received by the Port.
2. If, within the month period after the Tenant/Licensee's notice is received by the Port, another boat owner executes an agreement for the Tenant/Licensee's slip and signs and provides agreement documents satisfactory to the Port, the Tenant/Licensee's agreement shall be terminated and the Tenant/Licensee shall receive a prorated refund of prepaid moorage and costs paid to the Port after the date a new Tenant/Licensee executes an agreement. If no new Tenant/Licensee signs an agreement within the month period, the Tenant/Licensee will remain responsible to pay accruing rent and Marina charges until the slip has been leased to another Tenant/Licensee or until the end of the Tenant/Licensee's agreement term, whichever occurs first.
3. If the Agreement is terminated because the Tenant/Licensee is in default, the Port shall provide written notice of termination to the Tenant/Licensee at the address or email on file. The notice may include deadlines for corrective action, vessel removal requirements, and additional enforcement actions if compliance is not achieved.
4. If an Agreement is terminated, expires, or is otherwise revoked, the Tenant/Licensee shall immediately remove the vessel, personal property, and any associated equipment from Port property upon notice from the Port.
5. If the vessel is not removed within the timeframe stated in the notice, the Port may:
 - Deny access to Marina facilities;
 - Deactivate gate access devices;
 - Remove or relocate the vessel;
 - Assess additional fees, storage costs, and staff time;
 - Initiate trespass proceedings; and
 - Exercise any rights available under Oregon law, including recovery of attorney fees and costs.
6. Any vessel, trailer, vehicle, or personal property left on Port property after termination, expiration, or revocation of moorage privileges may be considered abandoned property and handled by the Port in accordance with applicable law.
7. Any costs incurred by the Port related to enforcement, removal, storage, environmental response, disposal, or legal action shall be the responsibility of the Tenant/Licensee or vessel owner.

Unauthorized Moorage

1. Unauthorized occupancy of a slip by a vessel not identified as the approved vessel of record is prohibited and may result in immediate termination of the Agreement.
- 1.2. Tenant/Licensees who utilize moorage in the Marina but have not executed an agreement with the Port for that specific boat will be denied moorage privileges and/or see their agreement terminated.
- 2.3. 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.
- 3.4. If a boat, boathouse or floatplane is moored in the Marina without Port permission, or the owner has refused or failed to sign an agreement acceptable to the Port, the boat, boathouse or floatplane shall be subject to immediate eviction. The owner shall be responsible to comply with all Marina rules and regulations during occupancy, be liable for moorage rental charges based on the monthly moorage rate and may, in the Port's discretion, be charged fees a Marina moorage Tenant/Licensee would be responsible to pay and be required to pay for any damages caused to the Marina.
- 4.5. The Port may retain a boat, boathouse or floatplane and its tackle, apparel, fixtures, equipment, and furnishings 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 Marina 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, or its agreement with the owner.

Utilization

1. A Tenant/Licensee with the vessel of record must utilize a slip 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 Marina; or
 - The owner is in a prolonged period of finding, constructing, securing or delivering a new boat to the Marina; or
 - Other special circumstances, as determined in the Executive Director's sole discretion.
- ~~1. A Tenant/Licensee who anticipates being gone longer than one year must relinquish their slip and may apply in writing to the Executive Director for extended cruising status. A Tenant/Licensee granted extended cruising status may be placed at the top of the waitlist for the same size slip on their return.~~
2. Dinghies or vessels under 16' do not qualify for moorage at the Marina. Tenant/Licensee must own and moor a state registered vessel 16' and over.
3. Failure to meet requirement may result in non-renewal of any existing agreement.

Wait List

1. ~~A \$100~~ There is an administrative fee ~~is charged~~ to be on ~~the a Port~~ moorage Wait List. This fee is non-refundable and will not be applied to moorage. A separate administrative fee ~~shall be paid~~ is required to be on ~~any separate each individual wait~~ list. Updated Wait Lists are posted on the Port of Hood River website. All fees ~~will be subject to be reviewed~~ annually review and may and be adjusted ~~by through~~ the Master Fee Schedule Resolution.
 2. 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. The Port will offer a slip to the respondent listed as highest of the three people that were contacted, and if that person does not 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.
 3. Within fifteen (15) days of the acceptance of an offer, the Wait List person who has accepted the offer must enter into a signed agreement and make a payment for the prorated moorage. Provided however, if the prospective Tenant/Licensee does not own a boat, they will be given thirty (30) days from the date of Port offer acceptance to purchase a boat to be placed in the slip or provide proof that a purchase transaction is pending. If the thirty (30) day requirement cannot be met and the prospective Tenant/Licensee would like to remain on the Wait List, his or her name will be moved to the bottom of the Wait List.
 4. 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 same 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 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.
 - ~~5.~~ If a slip becomes available for sublease, the Port will notify Wait List persons unless a Tenant/Licensee has identified a boater who meets all sublease requirements. The Waitlist Application is available on the Port's website here: <https://www.portofhoodriver.com/marina-wait-list-entry>.
- 6.5.

Waiver

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

Boathouse Policies

These policies are in addition to, and not in lieu of, all other rules and regulations in effect pursuant to these Port Marina Rules and Regulations.

The Port is not responsible for any loss or damage to boathouse or watercraft in the Marina. Each owner

will be held responsible for damage which he/she may cause to other boathouses or watercrafts in the Marina or for damage to any Port structure. Any boathouse or watercraft that sinks in the Marina shall be removed by the owner at his/her expense.

Leases:

1. On August 22, 2022, the Port of Hood River Commissioners unanimously voted for non-renewal of the boathouse lease agreements for the Hood River Marina boathouse Tenant/Licensees, with exception of the Marine Sheriff. Pursuant to the rolling renewal provision of the boathouse lease agreements, they will not be renewed for another five-year term. The term of each Boathouse Lease Agreement will expire on December 31, 2026, without exception.
2. New leases are not expected to be offered. Boathouse owners are responsible for having their boathouses and all personal property removed from the Port of Hood River Marina at the end of the lease agreement at their sole cost and pursuant to any applicable laws, rules, and regulations. If Tenant/Licensee fails to remove any boathouse, watercraft, or other personal property within thirty (30) days from the expiration of Tenant's/Licensee's Boathouse Lease Agreement, Tenant's/Licensee's boathouse, watercraft, and other personal property shall conclusively be presumed to be abandoned. If Tenant's/Licensees property is presumed to be abandoned, the Port may in its sole discretion, sell such items at public or private sale, destroy, or otherwise dispose of such items. The manner or means of public sale shall be presumed reasonable if the Port (i) mails notice of such sale to Tenant/Licensee by first class mail no later than fourteen (14) days prior to such sale; (ii) posts notice of such sale at or near the location of the property to be sold; and (iii) places a notice in a newspaper of general circulation in the county in which the personal property is located for one day in the week prior to the date of sale.
3. Any damage to Port property during the removal shall be the responsibility of the Tenant/Licensee. Any boat house still remaining at the end of the lease term shall be considered abandoned and the Port shall be entitled to all remedies available to it by law and any costs incurred by the Port to remove the boat house including, but not limited to, storage, demolition, transportation, auction and attorney's fees, shall be the responsibility of the Tenant/Licensee.

Water:

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

Flotation:

Boathouse flotation must meet the legal requirements and recommendations of the OSMB Clean Marina Program and be in accordance with the DEQ administrative rules (OAR 250-014-0030). Flotation shall meet USACE specifications and shall be fabricated of materials manufactured for marine use. The use of un-encapsulated whitebead foam is strictly prohibited and illegal on Oregon waters. Other than logs, flotation materials must be properly encapsulated expanded polystyrene foam or extruded polystyrene foam (XPS). Any visible white bead unencapsulated flotation must be replaced with DEQ approved flotation. The float and its flotation material shall have a warranty for the full value of the float and its flotation material, 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.

Responsibilities of Boathouse Owners:

1. 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.
2. A Tenant/Licensee shall maintain his/her boathouse in a safe, neat and attractive condition, consistent with the Port's regulations, policies, and procedures.
3. There are no liveaboards, subleases, short term rentals or rentals of any kind allowed in boathouses or vessels berthed in boathouses. See "Liveaboard" Policy.
4. Debris, materials or accessories shall not be stored or otherwise allowed to accumulate outside boathouses, whether on or off the space let to the Tenant/Licensee. Supplies shall not be stored outside boathouses, whether on or off the space let to the Tenant/Licensee.
5. Boathouses shall comply with general Uniform Fire Code and fire safety compliance. Fire extinguishers and smoke detectors are required and are the responsibility of the Tenant/Licensee to be purchased and maintained.
6. A boathouse that in the opinion of Port Staff is in danger of sinking, hazardous to Marina property or facilities, other boathouses or persons, or 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.
7. 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 Tenant/Licensee's expense upon receipt of written request from the Port. At least thirty (30) day's advance written notice must be given to the Tenant/Licensee to effect repairs, except in cases where the Port believes there is an imminent threat or emergency. If a Tenant/Licensee 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 Tenant/Licensee's expense, and to terminate the moorage lease.
8. Tenant/Licensee shall be responsible for any and all damage to the Marina, including a slip, caused by Tenant/Licensee's boathouse or activities. Any boathouse that sinks in the Marina may require professional salvage at the Tenant/Licensee's expense, as determined by the Port. If the Port believes a boathouse is not being promptly and properly removed from the Marina by a Tenant/Licensee the Port may incur salvage expenses to remove the boathouse, in which case Tenant/Licensee will promptly reimburse the Port for those salvage expenses and any related expenses.
9. All boathouses shall maintain a reasonable amount of freeboard in a uniform manner for safety reasons and to accommodate snow loads. The normal freeboard as measured from the waterline to the lowest point on the floor or deck including all dead loads but not live loads, shall not be less than 14 inches. All boathouses in the Marina must generally comply with all specifications provided at <https://portlandfloatinghomes.com>.

10. Removal of snow build-up on boathouses will be the responsibility of the Tenant/Licensee.
11. The Tenant/Licensee is responsible for providing and maintaining the electricity, meter base, and wire for the connection to the main power source.
12. The Tenant/Licensee 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 provide enough clearance between the Port owned dock and the Tenant/Licensee's boathouse to allow space for maintenance work on the docks and utilities. This space can be left open or provide a hinged, removable cover that will provide the required clearance. All mooring connection and revision to existing systems must have prior Port approval.
13. Tenants/Licensees, upon request (except for in case of emergency), will provide access to their boathouses for the purpose of fire, electric, sanitation and safety inspections.
14. Tenants/Licensees must comply with Oregon Clean Marina requirements.
15. There shall be no discharge of gray water, blackwater or sewage whatsoever from a boathouse.

Responsibilities of the Port:

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

Rebuilding, Remodeling or Replacement:

1. On August 22, 2022, the Port of Hood River Commissioners unanimously voted not allow boathouse replacements or rebuilding, and to issue notice of lease non-renewal.
2. The Port must approve exterior remodeling 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.
- 2.3. All remodeling construction involving boathouses shall conform to applicable codes of the City of Hood River, State of Oregon Floating Buildings, Port of Hood River Rules and Regulations, and OSMB Clean Marina guidelines. It is the Tenant/Licensee's responsibility to acquire all necessary information.
- 3.4. Floatation: Boathouses shall be maintained to provide a flotation system that shall be structurally sound and securely integrated with the framing for the structure. The external surfaces of all flotation devices shall be water resistant and protected from deterioration, or corrosion, and from damage by impact or chafing.

4.5. Stability - The structure when subject to off-center loading of the live loading, shall not exceed 4 degrees.

5.6. 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:

1. If a boathouse Tenant/Licensee sells their boathouse and the new owner would like to keep the boathouse in the Marina for the remainder of the term of the Tenant/Licensee's lease for the dock space, the Port offers an "Assignment of Boathouse Lease" that shall constitute an amendment to the Tenant/Licensee's Lease, pending Commission approval. All boathouse lease agreements expire on December 31, 2026 pursuant to the termination provision on the August 24, 2022 Notice of Non-Renewal. There are no plans for new leases to be offered at the end of the term. It is the responsibility of the Tenant/Licensee to remove the boathouse at the end of the term, and to bear the cost of the removal.
2. A boathouse Tenant/Licensee must inform Marina Manager that Boathouse is for sale, and as soon as there is a likely sale or sale pending.
3. No boathouse moorage lease may be sold or assigned without the prior written consent of the Port. A Tenant/Licensee must contact the Marina Manager to obtain current criteria and guidelines applicable to the owner and purchaser.
4. The Port will charge a fee to review and approve an Agreement assignment based on Port actual costs, Port staff time, plus an administrative fee of \$500 or as set by Resolution. The fee will be assessed to the seller of the boat.

Check List – Pending Boathouse Sale:

1. Boathouse insurance certificate.
2. OSMB title update.
3. Proof that a boathouse title transfer is in process which complies with applicable legal requirements.
4. Boathouse must be compliant with all applicable OSMB Clean Marina standards.

Commission Memo

Prepared by: Debbie Smith-Wagar, Finance Director
Date: May 19, 2026
Re: Kapsch Renewal Service Contract



This is the annual service contract with Kapsch for service and warranty of the Kapsch equipment in the tolling lanes (transponder reader, antennas, and lane equipment). This contract will renew for a period from June 2026 to May 2027 for anything that goes wrong with our Kapsch hardware.

Last year the commission adopted a resolution declaring Kapsch as a sole-source provider of the equipment maintenance. No other vendor is allowed to maintain Kapsch equipment. The sole source resolution is intended to be in place as long as the Port has the existing Kapsch equipment. In the case of significant equipment failure, the Port would go through the procurement process to replace the equipment.

This contract has been reviewed by Port legal counsel in prior years

RECOMMENDATION:

MOTION to approve the Kapsch TraffiCom USA maintenance contract for the period June 2026 – May 2027 for \$62,036.

ATTACHMENT:

Contract

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PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “Port”), and **Kapsch TrafficCom USA, Inc.** (hereinafter referred to as “Consultant”).

In consideration of the mutual covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Port authorizes Consultant and Consultant agrees to carry out and complete services as described below:

1. **PROJECT:** Work shall be performed by Consultant in connection with a project generally described as: **Port of Hood River Maintenance** (the “Project”).
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the Scope of Work attached to this Agreement as **Exhibit A** (the “Services”) and to the extent described in this Agreement. All provisions and covenants contained in the Scope of Work are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and the Scope of Work (if any) shall be resolved first in favor of this Agreement. Consultant shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Consultant acknowledges and agrees that Port may cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Consultant under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of Port.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this Agreement is fully executed and shall terminate on May 31, 2027 unless sooner terminated or extended under the provisions of this Agreement. All Services under this Agreement shall be completed prior to the expiration of this Agreement.
4. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of the Services.
5. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement and as specified in the Scope of Work. The total aggregate amount for all Services performed under this Agreement shall not exceed Sixty-Two Thousand and Thirty-Six Dollars (\$62,036.00) (“Compensation”), unless otherwise approved in writing by the Port.

Consultant shall submit a single annual invoice. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice. Invoices received from the Consultant pursuant to this Agreement will be reviewed and approved by the Port prior to payment.

No compensation will be paid by Port for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of Port and Consultant.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Consultant reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

- 6. STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
- 7. ERRORS IN WORK; EXTRA OR CHANGES IN WORK:** Consultant shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost. Only the Port Key Personnel may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation or project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- 8. REPRESENTATIONS:** The Consultant represents and covenants that:

 - a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All Work Product of Consultant required to be stamped shall be stamped by the appropriately licensed professional.
 - b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant has inspected the sites and all of the surrounding locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
 - c. The Consultant has knowledge of all of the legal requirements and business practices in the

State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.

- d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
- e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

9. CONSULTANT'S INSURANCE:

Consultant shall keep and maintain the following insurance for the duration of the contract period:

- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.
- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death, or damage of property, including loss of use thereof, arising from the firm's negligent acts, errors or omissions related to this Contract.
- d. Prior to commencing any Services under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- e. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

As evidence of the insurance coverage required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the Port at the time Consultant returns the signed Agreement. The Commercial General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Consultant's services to be provided under this Agreement. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled

without 30-days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If required, complete copies of the insurance policy shall be provided to the Port. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: the policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

- 10. INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from the acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.
- 11. CONFIDENTIALITY:** During the performance of the Agreement and for 10 years subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
- 12. ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.
- 13. SUBCONSULTANTS:**
 - a. General.** The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.

b. Sub-Consultant Commitments: All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:

- i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
- ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement.
- iii. All warranties shall inure to the benefit of the Port and its successors and assigns.
- iv. The subcontract/contract shall be subject to all applicable public contracting terms and provisions, as required by state law.

The Consultant shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.

Sub-consultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be sub-consultants of the Consultant and not consultants of the Port. The Consultant shall pay or cause each sub-consultant to pay all wages, salaries and other amounts due to the Consultant's sub-consultants in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-consultants. All sub-consultants shall have the skill and experience and any license or permits required to perform the Services assigned to them.

If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor by any person in connection with this Agreement as the claim becomes due, the Port may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Consultant pursuant to this Agreement. The Port's payment of a claim under this Section shall not relieve Consultant or Consultant's surety, if any, from responsibility for those claims.

14. TERMINATION

a. Termination for Cause.

- i. Consultant shall remedy any breach of this Agreement within the shortest reasonable time after Consultant first has actual notice of the breach or Port notifies Consultant of the breach in writing, whichever is earlier. If Consultant fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within ten (10) days of actual notice or the Port's mailing, Port may terminate that part of the Agreement affected thereby upon written notice to Consultant, may obtain substitute services in a reasonable manner, and recover from Consultant the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- ii. Consultant shall remedy any material breach of this Agreement within the shortest reasonable time after Consultant first has actual notice of the material breach or Port notifies Consultant of the material breach in writing, whichever is earlier. If the breach is material and Consultant fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the

breach within five (5) days of the Port's notice Port may then treat Consultant as being in default and pursue any remedy available for such default at law or in equity.

- iii. Pending a decision to terminate all or part of this Agreement, Port unilaterally may order Consultant to suspend all or part of the Services under this Agreement. If Port suspends terminates all or part of the Agreement pursuant to this Section, Consultant shall be entitled to compensation only for Services rendered prior to the date of termination or suspension, but not for any Services rendered after Port ordered termination or suspension of those Services. If Port suspends certain Services under this Agreement and later orders Consultant to resume those Services, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
 - iv. To recover amounts due under this Section, Port may withhold from any amounts owed by Port to Consultant, including but not limited to, amounts owed under this or any other Agreement between Consultant and Port.
- b. Termination for Convenience.** In addition to any other rights provided herein, the Port shall have the right to terminate all or part of this Agreement at any time and for its own convenience, by written notice to Consultant.
- c. Obligations of Consultant.** After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
- i. Stop work on the Services as specified in the notice of termination;
 - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
- d. Termination Settlement.** After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.

- e. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
- f. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
- g. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

15. FORCE MAJEURE: Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by unforeseeable circumstances beyond its reasonable control, including but not limited to acts of governmental authorities, civil unrest, war, lockouts, extraordinary weather conditions or other natural catastrophe. For delays resulting from unforeseeable material actions or inactions of Port or third parties beyond Consultant's reasonable control, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this Agreement subject to termination.

16. RECORD KEEPING: The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

17. WORK PRODUCT: All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the Services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years after Port makes final payment on this Agreement and all other pending matters are closed, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement and any generated work product shall vest in Port. Consultant shall execute any assignment or other documents necessary to affect this section. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this

section. Consultant shall transfer to Port any data or other tangible property generated by Consultant under this Agreement and necessary for the beneficial use of intellectual property covered by this section. Notwithstanding the above, no Intellectual Property created by Consultant prior to this agreement shall become property of the Port.

Subject to the provisions of the Oregon Public Records Law (the "Law"), all construction documents, including, but not limited to, electronic documents prepared under this Agreement are for use only with this Project, and may not be used for any other construction related purpose, or dissemination to any contractor or construction related entity without written approval of the Consultant.

18. CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:

- a. Public Records. The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
- b. Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
- c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

19. DESIGNATION OF REPRESENTATIVES AND KEY PERSONNEL:

The Port hereby designates Kevin Greenwood, Executive Director and the Consultant hereby designates Janet Eichers, Senior Vice President and General Counsel at 3810 Concorde Parkway, Suite 1000, Chantilly, VA 20151 as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties (collectively, the "Key Personnel"). In consultation with the Port, the Consultant shall identify the Key Personnel acceptable to the Port who will provide the Services under this Agreement. None of these individuals may be changed, while still in the employ of the Consultant and not on legally required leave, without the Port's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Consultant acknowledges that the Port considers the individuals named as Key Personnel critical to the Consultant providing its Services under this Agreement, and the Port will not pay the cost of any individual providing the Services contemplated

by the Key Personnel on behalf of Consultant unless such individuals have been approved by the Port in writing.

20. PUBLIC CONTRACTING REQUIREMENTS

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938.
- b. Payment for Labor or Material. Consultant shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- d. Liens and Claims. Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. Income Tax Withholding. Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Medical Care for Employees. Consultant shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- g. Non-Discrimination. Consultant agrees to comply with all applicable requirements of federal and state non-discrimination, civil rights, and rehabilitation statues, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- h. Lawn or Landscaping. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Consultant shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- i. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.

- j. Federal Environmental Laws. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- k. Tax Law Compliance. Consultant (to the best of Consultant knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with: (1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant; (3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and (4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

21. NOTICE: All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, email, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Agreement. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

22. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

23. INTERPRETATION: In this Agreement the singular includes the plural, and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent

amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

24. **BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
25. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
26. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
27. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
28. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
29. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
30. **MEDIATION; TRIAL WITHOUT A JURY.** If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.
31. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably

required to fully effect the transaction intended by this Agreement.

32. SEVERABILITY: If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

33. MODIFICATION: Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of Port and Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ___ day of _____, 2026.

Consultant: Kapsch TrafficCom USA, Inc.

Port of Hood River

Signed:

Name: Timothy M. O’Leary
Title: Vice President
Date:
Address: 3480 W. Warner Ave.
Santa Ana, CA 92704

Phone: (714) 975-1854
Email: timothy.oleary@kapsch.net

Signed:

Name: Kevin M. Greenwood
Title: Executive Director
Date:
Address: 1000 E. Port Marina Drive,
Hood River, OR 97031

Phone: (541) 386-1645
Email: kgreenwood@portofhoodriver.com

•

May 1, 2026

To: **Port of Hood River**
 1000 E Port Marina Drive
 Hood River, OR 97031

ATTN: Debbie Smith-Wagner
 dsmith-wagar@portofhoodriver.com

Subject: Port of Hood River Maintenance 2026

Contract: Port of Hood River Contract for the Purchase of Goods & Services 4/10/2017 ("Contract")

Kapsch TrafficCom USA, Inc. ("Kapsch") agrees to furnish the Port of Hood River ("Customer") maintenance services as detailed below in the "Work Included For Agreement Price" section, and to provide other goods and services on a time and materials basis as stated hereafter, to maintain and support continued functionality of the goods and software Kapsch provided to the Customer under the Contract.

1. PRICING AND PAYMENT TERMS

The Kapsch price to provide the materials and services described in the 'Work Included' section of this proposal is as follows:

| Current Contract Term | Extension Contract Term |
|-----------------------|-------------------------|
| June 2025- May 2026 | June 2026 - May 2027 |
| \$58,525.00 | \$62,036.00 |

- A. The price is subject to Kapsch's terms and conditions as expressed herein. No other terms and conditions apply unless expressly agreed to in writing by Kapsch.
- B. The above price **does not** include any bonds, taxes, permits or duties that may be applicable to the scope of work.
- C. All pricing is in US Dollars.
- D. Net 30 days upon receipt of invoice from Kapsch.

2. WORK INCLUDED FOR AGREEMENT PRICE

The following section describes the scope of materials and services ("Scope of Work") included in this Agreement.

A. General

The Scope of Work is applicable to the following project Site:

- Port of Hood River, OR interstate bridge and adjacent office

B. Scope of Work Description

1. Preventative Maintenance of Electronic Toll Collection Equipment will be onsite, while monitoring will be off Site.
 - a. In lane hardware monitoring, routine maintenance, repairs and consultations.
 - b. Loop Detection monitoring, routine maintenance and repairs and consultations
2. Maintenance Additional Support
 - a. Time and Materials Corrective Actions in addition to Preventive Maintenance to maintain proper operations of Kapsch Contract hardware and software .

C. Assumptions

3. During the Agreement term, Kapsch will provide maintenance services for Kapsch hardware and software previously provided to Customer under the Contract and maintained thereafter. Extra work that is necessary to assure proper performance of Kapsch hardware and software requested by Customer or recommended by Kapsch and agreed to by Customer will be provided to Customer promptly within a reasonable time. Customer will pay Kapsch separately for additional goods and services not part of the Work Included For Contract Price, to be billed by Kapsch on a time and materials basis using standard Kapsch rates.

3. WORK NOT INCLUDED

The following listing of "Work Not Included" is intended as further clarification regarding Kapsch's Work Included For Contract Price obligations. However, Work Not Included listed below shall be promptly provided by Kapsch within a reasonable time when requested by Customer and will be billed for on a time and materials basis using standard Kapsch rates.

- A. Providing service, repair or troubleshooting of any field related equipment.
- B. Performing any configuration, programming and start-up of any related devices unless noted above in the "Work Included" section.
- C. Furnishing any hardware or any additional software unless stated otherwise in the "Work Included" section.
- D. Performing any services in the capacity of a licensed Professional Engineer unless specifically stated otherwise in the "Work Included" section.
- E. Providing any submittal data, drawings, manuals, reports, test data or record documentation other than the deliverables listed above in the Work Included section. Installation of any equipment unless stated otherwise in the Work Included section.
- F. Testing of any equipment not listed above in the Work Included section.
- G. Any other system not expressly stated in Work Included Section.

4. TERMS AND CONDITIONS

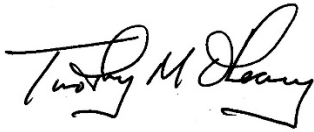
- A. **Terms and Conditions:** This Agreement including the terms and conditions attached hereto, is the entire agreement of the parties.

B. **Term and Schedule.** The term of this Agreement shall be for a period of twelve (12) months commencing on June 1, 2026 unless otherwise terminated in accordance with the specific terms and conditions of this Agreement. The Agreement may be extended by prior written agreement by the parties. This Agreement is predicated upon Kapsch being afforded reasonable time to perform its scope of work, and shall be based upon a mutually agreed upon schedule.

C. **Exchange of Confidential Information is effective.**

Kapsch appreciates this opportunity to submit this proposal. Should you have any questions regarding our proposal, please contact the undersigned at +1 714 975 1854 or timothy.oleary@kapsch.net

Yours Truly,
Kapsch TrafficCom USA, Inc.



Timothy M. O'Leary
Vice President, Business Development

cc: Ray Cooper, Byron Dickie, Janet Eichers

Kapsch's Acceptance of Scope of Work and Both Parties' Acceptance of the Terms of this Agreement

Kapsch TrafficCom USA, Inc.

Port of Hood River

By: _____

By: _____

Name: Timothy M. O'Leary

Name: Kevin Greenwood

Title: Vice President

Title: Executive Director

Date: _____

Date: _____

**Kapsch TrafficCom USA, Inc. (“Kapsch”)
Standard Terms and Conditions
Port of Hood River Maintenance 2026**

1. **Payment.** Payment terms are Net-30 from receipt of approved invoice. Charges are exclusive of, and Customer is responsible for, any customs, import duties, federal, state, and local taxes (except tax on Kapsch income) unless otherwise agreed in writing. This Agreement may be suspended by Kapsch without notice if payment of any undisputed invoice is sixty (60) days in arrears or it may be terminated by Kapsch without notice if payment of any undisputed invoice is ninety (90) days in arrears.
2. **OWNERSHIP/LICENSE:** Designs, drawings, specifications, reports, computer software and code, photographs, instruction manuals, and other technical information and data (hereinafter "Work") provided by Kapsch hereunder, whether conceived and developed prior to or during the performance of work, and all proprietary right and interest therein and the subject matter thereof shall be and remain the property of Kapsch except as otherwise expressly agreed in writing by Kapsch. Kapsch hereby grants a royalty-free, limited, non-transferable license to Customer to use Work delivered by Kapsch to Customer solely for the purposes specifically expressed hereunder. Customer warrants that it is an authorized licensee directly or indirectly, of any intellectual property that will be supported under this Agreement.
3. **Confidentiality/Non-Disclosure.** Client acknowledges and agrees that all materials in any form supplied by Kapsch hereunder are proprietary and confidential to Kapsch (“Kapsch Materials”). Client may not disclose Kapsch Materials to any third party without the express written permission of Kapsch or as required by law. Client shall use Kapsch Materials solely for the purposes expressed herein, and shall use the same degree of care to protect Kapsch Materials as it would employ with respect to its own information that it protects from publication or disclosure, which shall be no less than commercially reasonable care.
4. **Warranty.** Kapsch warrants that it shall provide any services under this Agreement in good faith and workmanlike manner. Kapsch warrants any materials delivered shall conform to applicable specifications for a period of one year after delivery. Upon written notice of a defect, Kapsch shall at its option repair or replace the defective material. This warranty covers defects arising under normal use, and does not cover defects resulting from misuse, abuse, neglect, repairs, alterations or attachments made by Customer or third parties not approved by Kapsch, problems with electrical power, usage not in accordance with product instructions, or any interfaces with systems, equipment, firmware or software not developed by Kapsch. Kapsch reserves the right to investigate claims by Customer as to defects. Customer shall pay costs to investigate invalid claims and for any repair or replacement shown by investigation not to be covered by warranty. Products supplied but not manufactured by Kapsch shall be subject to the warranty provided by the original manufacturer, which Kapsch shall pass through to the Customer.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

5. **Indemnification.** Kapsch's indemnity obligations in Sections 2.13 and 2.13.2 of the Customer/Kapsch April 10, 2017 Contract are incorporated herein, and are applicable to Kapsch for purposes of this Agreement.
6. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, EXCEPTING COMPLIANCE WITH THE CONFIDENTIALITY PROVISIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF USE OR PRODUCTION, OR ANY LOSS OF DATA, PROFITS OR REVENUES, OR ANY CLAIMS RAISED BY CUSTOMERS OF CUSTOMER, REGARDLESS OF THE FORM OF ACTION (WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR IN TORT) AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. KAPSCH'S LIABILITY IS LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES, AND SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT.
7. **Default termination.** If either party fails or neglects to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice, the other party shall have the right to suspend or terminate this Agreement. In the event of a breach of this Agreement by Kapsch In the event of a breach of this Agreement by Kapsch, Customer may complete the work to be performed by Kapsch or remedy the issue either by itself, by agreement with another contractor, or by a combination thereof, after providing Kapsch with notice of Customer's intent to do so. Customer may recover from Kapsch the cost of completing the work or remedying the issue identified in the notice of breach provided to Kapsch.
8. **Assignment.** Neither Party shall assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, such consent shall not be unreasonably withheld. If consent is given, the rights and obligations hereunder shall be binding upon and enure to the benefit of the assignee.
9. **Insurance.** Kapsch will maintain in force through the entire term of this Agreement, insurance policies covering Workman's Compensation, Employers Liability and Commercial General Liability. Prior to commencement of the work, Kapsch will provide the Customer certificates of insurance. Such certificates shall evidence that the insurance is in effect and show the Customer named as an additional insured.
10. **Force majeure.** Kapsch shall not be responsible for failure to perform any responsibilities or obligations hereunder due to causes beyond its reasonable control or the control of its suppliers.
11. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address as follows, or to such other address as either Party may, by written notice designate to the other. Additionally, Notices sent by any other means (i.e. facsimile, overnight delivery, courier and the like) are acceptable subject to confirmation of both the transmission and receipt of the Notice.

| Port of Hood River | Kapsch TrafficCom USA, Inc. |
|--|---|
| 1000 E. Marina Drive Hood River, OR 97031 Attn: Executive Director | 2855 Premiere Parkway, Suite F Duluth, GA 30097 Attn: General Counsel |

12. **Independent contractor.** It is expressly understood that Kapsch is an independent contractor and that nothing in this Agreement shall be construed to designate Kapsch or any of Kapsch's principals, partners, employees, consultants or subcontractors, as servants, agents, partners, joint ventures or employees of Customer.

13. **Laws and safety.** All services performed hereunder shall comply with all applicable federal, state or provincial and local laws, regulations and orders, codes, including, without limitation, all relating to occupational health and safety. Kapsch agrees to comply with the following Oregon state laws: Kapsch shall maintain, at its own expense, worker's compensation insurance for all subject workers required by ORS Chapter 656; Kapsch shall comply with ORS 652.220 (prohibition of discriminatory wage rates); Kapsch comply with all applicable Oregon state and local tax laws.

14. **Disputes and Governing Law.** Each Party shall issue written notice to the other of any dispute hereunder within ten (10) days of when it becomes aware, or should have become aware, of the matter or source of dispute. Upon receipt of such notice, the Parties' executive management teams shall work together in good faith to negotiate a resolution. If the Parties cannot reach a resolution that is mutually agreeable within thirty (30) days subsequent to receipt of such notice, the aggrieved Party shall have the right to seek legal resolution within the court system. The Parties may at this time also agree to pursue resolution of the disputed subject matter through binding arbitration. This Agreement shall be governed by the laws of the State of Oregon, excluding any conflict of laws principles, and venue for a dispute shall be in the Circuit Court of Hood River County, Oregon

15. **Entire agreement.** No waiver, change, or modification of any term or condition of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire agreement between the parties with respect to the subject of this Agreement and supersede those of all previous formal and informal maintenance agreements between the parties with respect to after-sale support of Kapsch systems.

16. **Survival.** The parties' obligations under the Confidentiality, Warranty, Indemnity, Limitation of Liability, Ownership, Disputes and Governing Law provisions hereunder shall survive completion, delivery or any termination hereof.

Commission Memo

Prepared by: Kevin Greenwood, Executive Director
Date: May 19, 2026
Re: Approval of Oregon Energy Trust
Agreements for Airport Terminal Building



BACKGROUND:

Upon receipt of funding, the Port of Hood River will be developing a new terminal building at Ken Jernstedt Airfield, a facility identified in the Airport Master Plan for many decades. As part of the terminal development effort, the Port is evaluating opportunities to incorporate renewable energy generation and energy resilience infrastructure associated with the terminal building and other airport facilities.

Port staff have been coordinating with Energy Trust of Oregon regarding a Project Development Assistance (PDA) funding request to support feasibility analysis associated with solar photovoltaic generation, battery energy storage, and conceptual microgrid strategies. The goals of the study are to: 1) evaluate opportunities to reduce long-term terminal operating costs and support the Commission's goal of improving airport financial performance; 2) evaluate whether excess energy generated by the facility could be sold back into the Pacific Power electrical system or stored for future use; and 3) evaluate the battery storage and/or backup generation infrastructure necessary to keep the facility operational during major utility outages or weather-related disasters affecting Hood River County.

Staff prepared a scope of work for a renewable energy and resilience feasibility study and conducted an intermediate procurement process consistent with Port procurement procedures. Staff solicited informal proposals from three qualified firms and received three proposals. Based upon review of the proposals received, staff determined that Mayfield Renewables represented the best overall value to the Port based upon technical approach, responsiveness to the requested scope, proposed deliverables, and cost.

The proposed scope includes solar photovoltaic feasibility analysis, battery energy storage evaluation, conceptual microgrid and resilience scenario analysis, electrical integration review, and financial feasibility analysis. The proposal also includes optional 30% design development drawings and technical grant support services that may assist with future grant applications and design coordination efforts.

Importantly, the feasibility analysis and conceptual design work developed through this effort would remain valuable even if the current EDA terminal building grant request is unsuccessful. The resulting analysis and conceptual design information could be utilized in future terminal or hangar development efforts, renewable energy implementation projects, or future resilience-related grant applications.

ISSUE:

The Port must submit a formal PDA funding request and supporting documentation to Energy Trust in order to be considered for reimbursement assistance associated with the proposed feasibility work. If the PDA funding request is approved, the Port would then enter into a Personal Services Contract with Mayfield Renewables to complete the approved scope of work.

Staff is requesting Commission authorization for the Executive Director to execute the Energy Trust PDA funding agreement and execute the associated Personal Services Contract with Mayfield Renewables, including the optional design development and grant support services if determined necessary by staff.

BUDGET IMPACT:

The proposed Mayfield Renewables base scope totals \$33,250. Optional 30% design development services are proposed at \$9,000, and optional grant technical support services are proposed on a time-and-materials basis at \$250 per hour, not to exceed \$2,500. The total potential contract authorization, inclusive of optional services, is \$44,750 plus approved reimbursable expenses.

If approved, the Energy Trust PDA program may reimburse up to 75% of eligible project development costs, reducing the Port's estimated net local share to approximately \$11,188 plus any non-eligible costs or approved reimbursable expenses.

RECOMMENDATION:

Staff recommends that the Commission authorize the Executive Director to:

1. Submit and execute the necessary Energy Trust PDA funding agreements and related documents associated with the renewable energy and resilience feasibility study; and
2. Execute a Personal Services Contract with Mayfield Renewables, including optional services as determined necessary by staff, contingent upon Energy Trust PDA funding approval.

MOTION to authorize the Executive Director to execute the necessary agreements and related documents associated with the Energy Trust of Oregon Project Development Assistance funding request and, contingent upon funding approval, execute a Personal Services Contract with Mayfield Renewables in an amount not to exceed \$49,000, plus approved reimbursable expenses, for renewable energy and resilience feasibility services associated with the Ken Jernstedt Airfield terminal project.

ATTACHMENTS:

Personal Services Contract with Attachment A

**Personal Services Contract
For Services Under \$50,000**

1. This Contract is entered into between the Port of Hood River ("Port") and **Mayfield Renewables** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$49,000** Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through **December 31, 2026**. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent activities or wrongful misconduct of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Mayfield Energy

Port of Hood River

| | | | |
|--------------|---|--------------|--|
| <hr/> | | <hr/> | |
| Signed: | | Signed: | |
| Title: | Director of Engineering | Title: | Executive Director |
| Date: | | Date: | |
| Address: | 2210 NW Hayes Ave., Corvallis, OR 97330 | Address: | 1000 E. Port Marina Drive, Hood River, OR 97031 |
| Phone/Email: | 541/754-2001 j.lafollett@mayfield.energy | Phone/Email: | (541) 386-1645 kgreenwood@portofhoodriver.com |

**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

See Attachment A / Mayfield Renewables - Ken Jernstedt Airfield Terminal Building – Feasibility Study Proposal dated May 11, 2026

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) and due dates covered under this Contract shall be:

Discovery Workshop five business days after Notice to Proceed
Facilitated Load Selection two weeks later
Feasibility Report 5 days plus 9 weeks later
30% Design Development Drawings (optional) 3 weeks later
Grant Technical Support (optional) ... as needed

III. CONSIDERATION:

This is a fixed fee contract. Though optional grant assistance will be billed at \$250 per hour.

Mileage reimbursement per IRS guidelines. Hotels and meals reimbursed only after Port of Hood River approval per Mayfield Renewables Proposal.

IV. BILLING AND PAYMENT PROCEDURE:

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

- Invoice date
- Contract project title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

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

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

**Personal Services Contract
Exhibit B**

INSURANCE

Contractors, please send this to your insurance agent immediately.

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

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

X Required

Certified by Contractor: _____
Signature/Title

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

X Required and attached

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

X Required and attached

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

X Required and attached

- 5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract.

The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30-day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River). Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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May 11th, 2026

Port of Hood River
Kevin Greenwood
kgreenwood@portofhoodriver.com
Ken Jernstedt Airfield Terminal Building - Feasibility Study Proposal

Dear Mr. Greenwood,

Mayfield Renewables is pleased to submit the following proposal to complete a microgrid feasibility study for the planned Ken Jernstedt Airfield Terminal Building. Please see the information below for a description of the scope of work included.

I. Scope of Work

Feasibility Study

1. Discovery & Data Collection

- Discovery workshop
 - Facilitated (virtual) stakeholder meetings to identify and clarify project goals and constraints.
 - Up to two one-hour meetings
- Facilitation to support Client's selection of backup loads
 - Consultation during Discovery to develop backup power goals and constraints
 - Draft load list provided by Mayfield for client review and elaboration
 - Client must:
 - Provide information for all prospective loads
 - Describe functional backup power goals and respond to clarifying RFIs
 - Make final load selections

2. System Resource Sizing Analysis

- Initial BESS energy sizing modeling analysis for preliminary report. Includes up to 24 alternative development pathways:
 - Up to three (3) load scenarios (backup load groupings, selected by Client)
 - Up to two (2) resilience performance targets
 - Up to four (4) system configurations, for example:
 - BESS + PV layout #1
 - BESS + PV layout #2
 - BESS + PV layout #1 + generator
 - BESS + PV layout #2 + generator
- Compile motor inrush model for BESS power capacity sizing
 - Motor inrush estimated for each load scenario analyzed

- Synthetic load profiling
 - One load profile for each load scenario
 - Load growth assumptions incorporated, as defined by Client
 - Based on Client-provided load calc estimates
 - Conceptual PV layout and production modeling - 2x
 - Conceptual sequence of operations documents (2x) defining expected microgrid operation, including for the following system configurations:
 - PV + BESS
 - PV + BESS + generator
3. Economic Feasibility Analysis
- Analysis of applicable incentives
 - Note: only a CPA can determine eligibility to claim certain tax incentives
 - Rough order-of-magnitude (ROM) installation CapEx budgeting for each of the (up to 24x) system configurations
 - Itemized ROM budgets for each of two PV systems (appendices)
 - BESS and generator budgeting based on simple \$/kWh and \$/kVA values
 - Pricing should be verified by Client prior to investment through quotes from installation partners
 - Modeled system lifetime return on investment (ROI)
 - Estimated lifetime estimated utility charge savings, net present value (NPV), and levelized cost of energy (LCOE) for the (up to 24x) selected system configurations -- summary table only
 - Based on Client-provided maintenance, tax incentive, and financing assumptions--Mayfield may provide default values, per client preferences
4. (Optional) Design Development (30%)
- Develop 30% drawings of a single, selected system architecture developed during microgrid feasibility
 - 30% Design Set, to include:
 - Title Page with electrical notes
 - Electrical Site Plan and Array and Equipment Layout
 - Single Line Diagram
 - Data Sheets
 - All system designs incorporate applicable NEC and fire code requirements
 - Interconnection evaluation to determine code-compliant means of system tie-in
 - Review of published and readily available or client-provided utility metering and disconnecting means requirements for distributed energy resources
 - Mayfield to respond to technical inquiries from Client in connection to utility interconnection application
 - Does not include analysis of utility interconnection application processes or submission of interconnection application on behalf of Client

- Evaluation of existing electrical system drawings and/or site images provided by Client to identify hurdles for microgrid design

General

5. Mayfield will coordinate with equipment manufacturers during the design process as necessary to ensure proper specification and compatibility.
 - Mayfield is responsible for identifying technical information needed from manufacturers
 - Mayfield may require that communications with manufacturers are facilitated by Client, as their prospective customer
 - Client is responsible for ensuring timely and full response from manufacturers
 - In the case that a manufacturer does not provide the required technical information in full and along a timeline appropriate for the design process, the design will proceed without confirmation from the manufacturer
6. Drawing deliverables are based on Mayfield Renewables' standard template.
7. Scheduled meetings include:
 - Kickoff meeting
 - (Up to 1) design/coordination meeting with the Mayfield project manager (design team to be included as needed)
 - Final Study presentation on findings overview

II. OPTIONAL SCOPE ITEMS

The below items can be provided for an additional fee if applicable. Additional information may be required from the Client to enable optional scopes.

1. Design Development (see scope section, above)
2. Grant Technical Support
 - a. Mayfield is available to respond to technical requests for information post-delivery, billed on an hourly basis (see below).

III. CLIENT TO PROVIDE

The below list of items is to be provided by the client to support contract activities.

1. Electrical drawings of the planned facility–required
2. Mechanical, structural, and architectural drawings of the planned facility–if available
3. Utility rate schedule
4. Utility bills (1+ year of data preferred)
5. Available interval data -- required for analysis of economic dispatch, optional but recommended for resilience modeling
6. Load growth assumptions, if applicable
7. Client to indicate backup load goals and final load selections during facilitated load selection process
8. Resilience performance goals for BESS sizing

9. Selection/confirmation of system configurations for BESS sizing
10. Generator fuel reservoir sizing, if applicable
11. Electrical panel schedules with load calcs for individual electrical panels, or electrical load calculations in aggregate for each selected load scenario
12. Information for each of facility's planned motor loads, including:
 - a. Load name
 - b. Load voltage
 - c. Load size (motor horsepower, locked-rotor-amps, or rated OCPD size)
 - d. Indication if motor has an associated soft starter or variable frequency drive
13. Indication of the largest group of motors among the backup loads that may start simultaneously
14. Load calc estimates for each load scenario
15. Draft conceptual PV layout, or layout markup showing areas for planned PV system
16. If PV will be installed on a newly constructed roof, client must additionally provide:
 - a. Architectural roof plans showing all obstructions and shading objects, including their height above PV roof surfaces
 - b. Markup of roof areas where PV is planned indicating roof heights from a common ground reference"
17. Client's maintenance, tax, incentive, and financing assumptions for financial analysis
18. If optional Design Development scope is selected:
 - a. Equipment location preferences
 - b. Selected equipment or list of preferred options, including module, inverter, racking/canopy, BESS, and other major system components--Mayfield can advise generally, but cannot make system selections

IV. DELIVERABLES

Mayfield will provide the below deliverables for this project.

- Discovery workshop
- Facilitated load selection
- Feasibility Report
 - Executive summary
 - Discovery report
 - Load model description
 - Estimated minimum BESS sizing
 - Financial modeling summary table (up to 24x system configurations):
 - ROM budget of installation cost
 - Estimated lifetime utility charge savings
 - Net present value
 - Levelized cost of energy
 - Key considerations summary
 - Appendices:
 - Estimated performance:

- Monthly resilience performance (4x examples)
- Example grid outage simulation visualization (4x examples)
- Lifetime cashflow (4x examples)
- PV production model reports - 2x
- Itemized ROM budgeting (1x per PV system layout, 2x total)
- Conceptual sequence of operations (2x, see scope above)
- General assumptions table
- Financial modeling assumptions table
- (Optional) 30% design development drawings
- (Optional) Grant technical support

V. SCHEDULE

Proposed base scope assumes a total project schedule of 10-12 weeks from kick-off. This duration assumes receipt and verification of all necessary information and active client participation to determine project goals and parameters of analysis within two weeks of kick-off. If design development optional scope is selected, add 2-3 weeks. Timeline extension beyond the assumed duration due to Client delays may require a change order.

| Milestone | Estimated Schedule | Predecessor |
|---|--------------------|--|
| Discovery Workshop | 5 business days | From receipt of signed agreement and required client billing information |
| Facilitated load selection; Receipt of all requested project information | 2 weeks | From issuance of RFIs to client (typically within 2 business days of kick off meeting) |
| Feasibility assumptions memo | 3-5 business days | From receipt of all RFI responses from client |
| Delivery of final report | 7-9 weeks | From client approval of assumptions memo |
| Delivery of 30% design (optional scope) | 2-3 weeks | From receipt of all design-related RFI responses from client |

VI. COST SUMMARY

- Base Scope of Work Total - **\$33,250**
 - **Task 1 – Solar Photovoltaic Feasibility Assessment: \$7,500**

- **Task 2** – Battery Energy Storage and Resilience Evaluation: **\$10,500**
- **Task 3** – Microgrid and Electrical Integration Assessment: **\$7,000**
- **Task 4** – Financial and Implementation Analysis: **\$8,250**
- **Optional Services Fees:**
 - 30% Design Development: **\$9,000**
 - Grant Technical Support: **Billed at \$250/hour**
 - Not to exceed 10 hours/\$2,500
- Additional services, including optional services, to be identified and approved by both parties prior to commencing change order work.
- Travel expenses shall be reimbursable based on the following and not included in base fee above:
 - Auto Mileage - \$0.70 per mile - (Mileage rate subject to change based on IRS guidelines)
 - Hotels, Airfare, Meals, Auto Rentals - Cost plus 10%

VII. BILLING TERMS

- 20% of contract total - invoiced upon contract acceptance
- Mayfield shall thereafter submit invoices to the client monthly for services performed and expenses incurred in that month.
- Billing terms are NET30. Payment of each invoice by the client shall be due within thirty (30) calendar days of receipt. If payment is not received by Mayfield Renewables within thirty (30) calendar days of the invoice date, the Contracting Party shall pay as interest an additional charge of one-and-one half percent (1.5%) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.
- Right to Suspend Services. If any amount remains unpaid for more than thirty (30) days after the due date, Mayfield may, upon providing written notice to Client, suspend performance of its Services under this Agreement and any applicable SOW until such amounts are paid in full. Mayfield's suspension of Services pursuant to this section shall not relieve Client of its obligation to make payments when due, nor shall Mayfield be liable for any delays or damages resulting from such suspension of Services.
- Client Delays or Stoppages. If any unexcused delay or stoppage of work continues for a period of eight (8) weeks or more, Mayfield shall have the right to issue a Change Order for a "Project Restart Fee" in an amount equal to One Thousand Five Hundred Dollars (\$1,500) or five percent (5%) of the total Project cost, whichever is greater. Mayfield shall have no obligation to resume Services until such Change Order is fully executed and the Project Restart Fee is paid. For purposes of this section, an "unexcused delay" means any delay or suspension of work not caused by: (i) a Force Majeure Event, or (ii) Mayfield's fault, negligence, or breach of this Agreement.
- If the client objects to any charge on an invoice submitted by Mayfield, the client shall so advise Mayfield in writing, giving its reasons within fourteen (14) calendar days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively

deemed due and owing. If the client objects to only a portion of the invoice, payment for all other portions shall remain due.

- The client agrees that the payment to Mayfield is not subject to any contingency or condition. Mayfield may negotiate payment of any check tendered by the client, even if the words “in full satisfaction” or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Mayfield to collect additional amounts.
- Any additional services added will be invoiced per as mutually agreed upon schedule with terms tied to this parent Agreement.
- Any delays more than 2 weeks or stoppage of design work will result in an invoice for work completed to date.

VIII. VALIDITY

- This Proposal is valid for sixty (60) days from the date presented.
- After the validity period, the proposal may be extended by mutual consent from Client and Mayfield Renewables.

IX. ASSUMPTIONS AND EXCLUSIONS

1. The project site location is in Hood River, OR
2. Rough-order-of-magnitude budgeting should be validated post-feasibility by the client through obtaining installation quotes from qualified contractors
3. All performance results obtained through feasibility, including financial performance results, should be viewed in light of modeling assumptions as agreed upon by Client
4. Structural assessment and feasibility are excluded from the study.
5. Carport and canopy structural constraints and rooftop PV racking design constraints are assessed during later engineering stages.
6. Specification of load circuit details, including panel schedules, is excluded.
7. Analysis of utility interconnection processes, including for a qualifying facility, is excluded.
8. Any work considered outside of the original intended scope will be brought up as soon as possible for all parties to determine who is responsible.
9. BESS power sizing analysis excludes consideration of transformer inrush, which should be addressed by the power conversion system manufacturer during a subsequent stage of engineering.
10. Change to project location, project goals, and/or equipment after agreed upon by the client are subject to a change order.
11. Environmental analysis is excluded.



-
- 12. Cultural, ecological, and wildlife assessments are excluded
 - 13. Mayfield is unable to provide guidance related to incentives, including tax-based incentives.

SIGNATURES

Mayfield Renewables

Signature: _____

Date: _____

Printed Name:

Title:

Port of Hood River

Signature: _____

Date: _____

Printed Name:

Title:

Commission Memo

Prepared by: Kevin Greenwood, Exec. Director
Date: May 19, 2026
Re: HDR Task Order No. 15 for
Construction Mgt.



BACKGROUND:

On April 21, 2026, the Port Commission approved the Invitation to Bid (ITB) for the Bridge Steel and Coating Maintenance Repairs project for the Hood River-White Salmon Interstate Bridge. The project includes miscellaneous steel repairs, maintenance coating repairs, hanger link repairs, and related bridge maintenance activities identified during the 2024 bridge inspection and coating assessment process.

In 2025, the Port executed Task Order No. 15 with HDR Engineering, Inc. for field verification, coating assessments, preparation of plans and specifications, and bid support services associated with the project. HDR has completed the design and bid package development services and supported issuance of the public solicitation.

This bridge maintenance project is also included in the Port's 12-year Capital Improvement Plan (CIP) reviewed by the Commission during the Spring Planning work session and is part of the Port's ongoing bridge preservation and maintenance program.

ISSUE:

HDR Engineering has submitted Task Order No. 15 Amendment No. 1 to provide construction-phase services during implementation of the project. The amendment would extend project management and administration services through construction and add:

- Design Services During Construction (DSDC),
- construction contract administration,
- construction observation and oversight,
- contractor submittal and RFI review,
- review of progress payments and change orders,
- weekly project meetings,
- and project closeout support.

The amendment primarily adds construction-phase engineering and construction administration services associated with implementation of the bridge steel and coating maintenance repair contract. The added services include contractor submittal review, RFIs, construction observation, progress meeting coordination, review of contractor payment applications and change orders, and project closeout support. Staff notes that bridge preservation projects typically involve a higher level of engineering oversight than

conventional public works projects due to specialized access, containment, coating inspection, and nighttime operational requirements.

The amendment establishes HDR as the Port's Authorized Representative for day-to-day construction administration activities, while Port staff would retain approval authority for payments, change orders, and other major contract actions.

The amendment also includes reductions for unused budget authority from the original task order associated with field assessment and design activities that came in under budget.

BUDGET IMPACT:

Task Order No. 15 Amendment No. 1 adds a not-to-exceed amount of \$189,534, increasing the total authorized amount for Task Order No. 15 from \$363,496 to \$553,030. The amendment is proposed to be funded through the Bridge Fund and is associated with the FY 2026 bridge maintenance repair project budget.

RECOMMENDATION:

MOTION to authorize the Executive Director to execute Task Order No. 15 Amendment No. 1 with HDR Engineering, Inc. in an amount not to exceed \$189,534 for construction administration and construction support services associated with the Bridge Steel and Coating Maintenance Repairs project.

ATTACHMENTS:

HDR Memo
Scope of Services
Fee Estimate



Memo

Date: Wednesday, May 13, 2026

Project: Task Order 15 – Bridge Steel and Coatings Maintenance Repairs

To: Kevin Greenwood - Port of Hood River
Amanda Rose – Port of Hood River

From: Mikal Mitchell – HDR

Subject: **Task Order 15 – Amendment 1**

Task Order 15 – Bridge Steel and Coating Maintenance Repairs provided recommended bridge steel and coating maintenance repairs based on the 2024 biannual bridge inspection and coating assessments completed as part of the task order. The construction of this design is expected to start in June 2026 and extend into the Fall of 2026.

Amendment 1 to Task Order 15 provides scope and fee for the project design team to extend Project Management and Administration through the duration of construction and add Design Services During Construction (DSDC) and Construction Contract Administration and Oversight services for the project.

This amendment does not provide for construction of the steel and coating maintenance repairs, as that work will be completed by a Contractor contracted separately by the Port. This amendment provides support to the Port in the administration of that construction contract. As requested by Port staff, regular construction observation has been included in the amendment. This is different than previous projects HDR has completed with the Port when Port staff has provided that general construction observation.

HDR looks forward to providing the Port continued service on this project.



TASK ORDER 15 – Amendment 1

SCOPE OF SERVICES
for
Bridge Steel and Coatings Maintenance Repairs

May 5, 2025

This Task Order pertains to a Personal Services Master Service Agreement, (“Agreement”) by and between Port of Hood River, (“Port”), and HDR Engineering, Inc. (“Consultant”), dated June 17, 2015 (“the Agreement”), Amendment 1 dated July 21, 2017, Amendment 2 dated June 25, 2019, Amendment 3 dated July 3, 2021, Amendment 4 dated on or about May 5, 2023, and Amendment 5 dated June 6, 2025. Consultant shall perform Services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

This Task Order will provide for recommended bridge steel and coating maintenance repairs based on the 2024 biannual bridge inspection and coating assessments described below.

This Amendment 1 extends Project Management and Administration through the duration of construction and adds Design Services During Construction (DSDC) and Construction Contract Administration and Oversight services for the project.

PART 2.0 SCOPE OF SERVICES

Task 1: Project Management & Administration

Provide the same services described under this task in original Task Order 15 through construction of the project. Reduction of unused fee from the original Task Order 15 is captured in this Task Order Amendment not-to-exceed fee.

Task 2: Field Verification and Coating Assessment

No additional services. Reduction of unused fee from the original Task Order 15 is captured in this Task Order Amendment not-to-exceed fee.

Task 3: Plans, Specifications, and Bid Package

No additional services. Reduction of unused fee from the original Task Order 15 is captured in this Task Order Amendment not-to-exceed fee.

Task 4: Design Services During Construction (New Task)

Consultant shall provide design services during construction consisting of contractor submittal reviews and responses to contractor requests for information (RFI). Consultant shall prepare as-constructed plans at the end of construction.

Assumptions

The following assumptions are made:

- 15 contractor submittals will be reviewed
- 5 RFIs will be reviewed
- 1 day of on-site construction consultation will be included

- As-constructed redlines will be provided **by the Consultant serving as the Port's Authorized Representative**.

Task 5: Construction Contract Administration and Oversight Services (New Task)

Consultant shall serve as the Port's Authorized Representative for the Construction Administration and Oversight of the project in this task order.

Consultant shall:

- Coordinate and conduct preconstruction meeting
- Administer weekly project meetings
- Review and monitor construction schedules and non-technical submittals
- Monitor daily activities by contractor
- Coordinate and compile daily report records
- Review and recommend action for progress payments
- Review and recommend action for construction change orders
- Review and recommend action for construction claims
- Maintain files for construction submittals and activities through duration of contract including as-constructed redlines

Assumptions

The following assumptions are made:

- Project field work duration will be approximately 24 weeks
- Consultant will conduct pre-**construction meetings at Port's office**
- Construction management time is assumed to be 10 hours/week throughout the duration of field work
- Construction monitoring time is assumed to be 20 hours/week throughout the duration of field work
- **Consultant is not responsible for Contractor's safety plan or its implementation**

PART 3.0 **PORT'S RESPONSIBILITIES:**

Port shall provide access to Port properties as needed, including traffic control on the bridge, and be available for mutually agreed upon times for site visits.

Port staff will review Consultant recommendations and provide approval of actions for payment progress, **change orders, or other actions outside of Consultant's approval authority.**

Port will submit permit related applications and associated fees.

Port will provide Notice to Mariners as required by US Coast Guard.

PART 4.0 PERIODS OF SERVICE:

Construction activities are expected to be completed by December 11, 2026. All work shall be completed by December 31, 2026.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order Amendment shall be a not-to-exceed amount of \$189,534 billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.95. The new not-to-exceed fee for the Task Order is \$553,030. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

This Task Order is executed this _____ day of _____, 2026.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: Kevin Greenwood

NAME: Tracy Ellwein

TITLE: Executive Director

TITLE: Senior Vice President

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

ADDRESS: 1455 NW Irving Street,
Suite 800
Portland, OR 97209

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| Level of Effort | HDR Engineering | | | | | | | | | | | | Hours | Labor | Travel | Total Expenses | HDR Fee | Total Fee (includes subconsultant mark-up and escalation) | |
|--|-----------------|------------------|-----------------|-----------------|----------------|----------------------|------------------------|---------------------|--------------------------------|-----------------------|---------------------|--------------------|-------------|--------------------|------------------|------------------|--------------------|--|-------------------|
| | Principal | Project Manager | Bridge Engineer | Bridge Engineer | Bridge EIT | Construction Manager | Construction Inspector | Project Coordinator | Senior Environmental Scientist | Senior Civil Engineer | Project Coordinator | Project Accountant | | | | | | | |
| Port of Hood River - TO15 Bridge Repair & Paint | | | | | | | | | | | | | | | | | | | |
| <i>Billable Rates</i> | \$326.21 | \$247.30 | \$219.66 | \$197.47 | \$132.01 | \$223.08 | \$202.75 | \$118.71 | \$254.94 | \$257.33 | \$119.77 | \$112.96 | | | | | | | |
| Task Description | | | | | | | | | | | | | | | | | | | |
| Task 001 Project Management | | | | | | | | | | | | | | | | | | | |
| Project Management | | 24 | | | | | | | | | | | | 24 | \$ 5,935 | | \$ - | \$ 5,935 | \$ 5,935 |
| Project Setup | | 2 | | | | | | | | | 6 | 4 | 12 | \$ 1,665 | | \$ - | \$ 1,665 | \$ 1,665 | |
| Monthly Invoicing | | 6 | | | | | | | | | | | 12 | \$ 2,839 | | \$ - | \$ 2,839 | \$ 2,839 | |
| Project Closeout | | 2 | | | | | | | | | 2 | 2 | 6 | \$ 960 | | \$ - | \$ 960 | \$ 960 | |
| Project Reviews | 2 | | | | | | | | | | 2 | 2 | 6 | \$ 1,118 | | \$ - | \$ 1,118 | \$ 1,118 | |
| Reduction of unused fee | | -40 | | | | | | | | | | | -40 | \$ (9,892) | | \$ - | \$ (9,892) | \$ (9,892) | |
| | | | | | | | | | | | | | 0 | \$ - | | \$ - | \$ - | \$ - | |
| Sub-total | 2 | -6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 20 | 26 | \$ 2,626 | \$ - | \$ - | \$ 2,626 | \$ 2,626 | |
| Task 002 Field Verification and Coating Assessment | | | | | | | | | | | | | | | | | | | |
| Reduction of unused fee | | -80 | | | | | | | | | | | -80 | \$ (19,784) | | \$ - | \$ (19,784) | \$ (19,784) | |
| | | | | | | | | | | | | | 0 | \$ - | | \$ - | \$ - | \$ - | |
| Sub-total | 0 | -80 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -80 | \$ (19,784) | \$ - | \$ - | \$ (19,784) | \$ (19,784) | |
| Task 003 Plans, Specifications, and Bid Package | | | | | | | | | | | | | | | | | | | |
| Reduction of unused fee | | -200 | | | | | | | | | | | -200 | \$ (49,460) | | \$ - | \$ (49,460) | \$ (49,460) | |
| | | | | | | | | | | | | | 0 | \$ - | | \$ - | \$ - | \$ - | |
| Sub-total | 0 | -200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -200 | \$ (49,460) | \$ - | \$ - | \$ (49,460) | \$ (49,460) | |
| Task 004 Design Support During Construction (New Task) | | | | | | | | | | | | | | | | | | | |
| Working Drawing, Shop Drawing, and Submittal Review | | | 40 | 60 | 60 | | | | 30 | 20 | | | 210 | \$ 41,350 | | \$ - | \$ 41,350 | \$ 41,350 | |
| Requests for Information | | | 6 | 12 | 12 | | | | | | | | 30 | \$ 5,272 | | \$ - | \$ 5,272 | \$ 5,272 | |
| Consultation During Construction | | | 24 | | | | | | | | | | 24 | \$ 5,272 | | \$ - | \$ 5,272 | \$ 5,272 | |
| Site Visit | | | 8 | | | | | | | | | | 8 | \$ 1,757 | | \$ - | \$ 1,757 | \$ 1,757 | |
| | | | | | | | | | | | | | 0 | \$ - | | \$ - | \$ - | \$ - | |
| Sub-total | 0 | 0 | 78 | 72 | 72 | 0 | 0 | 0 | 30 | 20 | 0 | 0 | 272 | \$ 53,651 | \$ - | \$ - | \$ 53,651 | \$ 53,651 | |
| Task 005 Construction Administration and Oversight (New Task) | | | | | | | | | | | | | | | | | | | |
| Preconstruction and weekly meetings | | | | | | 24 | 24 | 24 | | | | | 72 | \$ 13,069 | \$ 32,898 | \$ 32,898 | \$ 45,967 | \$ 45,967 | |
| Review and monitor construction schedules | | | | | | 24 | 24 | | | | | | 48 | \$ 10,220 | | \$ - | \$ 10,220 | \$ 10,220 | |
| Monitor daily activities | | | | | | 120 | 472 | | | | | | 592 | \$ 122,468 | | \$ - | \$ 122,468 | \$ 122,468 | |
| Progress payments, COs, and claims | | | | | | 92 | | | | | | | 92 | \$ 20,523 | | \$ - | \$ 20,523 | \$ 20,523 | |
| Maintain files | | | | | | | | 28 | | | | | 28 | \$ 3,324 | | \$ - | \$ 3,324 | \$ 3,324 | |
| | | | | | | | | | | | | | 0 | \$ - | | \$ - | \$ - | \$ - | |
| Sub-total | 0 | 0 | 0 | 0 | 0 | 260 | 520 | 52 | 0 | 0 | 0 | 0 | 832 | \$ 169,604 | \$ 32,898 | \$ 32,898 | \$ 202,502 | \$ 202,502 | |
| Hours | 2 | -286 | 78 | 72 | 72 | 260 | 520 | 52 | 30 | 20 | 10 | 20 | 850 | | | | | | |
| Fee | \$652 | -\$70,728 | \$17,133 | \$14,218 | \$9,505 | \$58,001 | \$105,430 | \$6,173 | \$7,648 | \$5,147 | \$1,198 | \$2,259 | | \$ 156,636 | \$ 32,898 | \$ 32,898 | \$ 189,534 | | |
| Total | | | | | | | | | | | | | | | | | | | \$ 189,534 |

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| | Qty | Unit of Measure | Rate | Amount |
|------------------------|------|-----------------|-----------|---------------------|
| Travel | | | | \$ 32,898.00 |
| Airfare | 0 | Each | \$ - | \$ - |
| Rental Car | 0 | Each | \$ - | \$ - |
| Lodging | 78 | Each | \$ 275.00 | \$ 21,450.00 |
| Parking | 0 | Each | \$ - | \$ - |
| HDR Vehicle Mileage | 1950 | Each | \$ 0.88 | \$ 1,716.00 |
| HDR Vehicle Lease | 3 | Month | \$ 1,136 | \$ 3,408.00 |
| HDR Vehicle Fuel Costs | | Miles Estimated | \$ 5.99 | \$ - |
| Personal Mileage | 0 | Miles | \$ 0.70 | \$ - |
| Total Meals | | | | \$ 6,324.00 |
| <i>Breakfast</i> | 93 | Each | \$ 18.00 | \$ 1,674.00 |
| <i>Lunch</i> | 93 | Each | \$ 20.00 | \$ 1,860.00 |
| <i>Dinner</i> | 93 | Each | \$ 30.00 | \$ 2,790.00 |

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Commission Memo

Prepared by: Kevin Greenwood, Exec. Director
Date: May 19, 2026
Re: Mt Hood RR Letter of Support



BACKGROUND:

Hood River Railroad (dba Mt. Hood Railroad) has requested a letter of support from the Port of Hood River for a federal Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant application through the Federal Railroad Administration. The requested grant funding is anticipated to total approximately \$8.3M–\$8.8M and would support infrastructure rehabilitation and safety improvements along the 22-mile short line railroad operating within Hood River County.

Proposed project elements include grade crossing signal upgrades, track rehabilitation, bridge strengthening, rail replacement on sharp curves, reactivation of freight rail spurs, development of transloading capabilities, and acquisition of cleaner and more reliable locomotives.

ISSUE:

The Port has historically supported regional transportation and economic development projects that align with the Port’s mission to promote and maintain a healthy economy and strong quality of life throughout the Port District and Columbia Gorge region. Staff believes the proposed rail infrastructure improvements are generally consistent with the Port’s interest in supporting multimodal transportation infrastructure, freight mobility, tourism, and regional economic resiliency.

The requested action is authorization for the Port Commission President to execute a letter of support for inclusion in the CRISI grant application package.

BUDGET IMPACT:

There is no direct budget impact associated with the requested action. The proposed letter of support does not commit Port funding, partnership obligations, or future financial participation in the project.

RECOMMENDATION:

MOTION to authorize the Port Commission President to sign the proposed letter of support for Hood River Railroad’s CRISI grant application.

ALTERNATIVES:

1. Approve the proposed letter of support.
2. Modify the proposed letter of support.
3. Decline to provide a letter of support.

ATTACHMENT:

Draft Letter of Support

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Port of
HOOD RIVER

INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • portofhoodriver.com • Email: info@portofhoodriver.com

May 19, 2026

The Honorable Sean Duffy, Secretary
United States Department of Transportation
1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

Dear Secretary Duffy:

I am writing on behalf of the Port of Hood River Board of Commissioners in support of Hood River Railroad's (dba Mt. Hood Railroad) application for funding through the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program.

The Port of Hood River supports investments in transportation infrastructure that strengthen freight mobility, economic resiliency, and regional connectivity throughout Hood River County and the Columbia River Gorge. As a public port district organized under Oregon law, the Port works to promote and maintain a healthy economy and strong quality of life through stewardship of multimodal transportation and economic development assets.

Mt. Hood Railroad is an important regional transportation asset serving both freight and tourism-related functions within the Hood River Valley. The proposed CRISI project would help preserve and improve the long-term viability of the 22-mile short line railroad through infrastructure rehabilitation and safety improvements, including grade crossing upgrades, track rehabilitation, bridge strengthening, rail replacement, reactivation of freight rail spurs, and development of transloading capabilities for regional shippers.

The Port believes investments of this nature help preserve freight options for agricultural producers and local businesses while supporting safe and reliable transportation infrastructure in rural communities. The project also builds upon prior rail investments supported through the State of Oregon's Connect Oregon program and continues efforts to maintain critical transportation infrastructure in the Columbia Gorge. Thank you for your consideration of this application and your continued support of rural transportation infrastructure in Oregon.

Sincerely,

Heather Gehring, President
Port of Hood River Board of Commissioners

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Commission Memo

Prepared by: Amanda Rose, Director of Real Estate
Date: May 19st, 2026
Re: New Admin Building Renovations –
200 N Wasco Court



The FY 2026–27 Proposed Budget includes funding associated with the renovation and long-term operational transition into the Wasco Court property at 200 N Wasco Court, previously acquired by the Port during FY 2025–26. The Wasco Court property is intended to serve as the future home of Port Administration and represent a key operational investment aligned with the Commission’s long-term strategic planning efforts and the bridge replacement project.

As outlined within the FY 2026–27 Budget Message, the Port continues preparing for the long-term impacts associated with the replacement bridge project and the future transition of Port operations away from the existing marina office location. The Wasco Court property provides the Port with a permanent operational headquarters that supports continuity of operations during bridge replacement activities while also positioning the Port for long-term organizational stability and future waterfront redevelopment opportunities.

The proposed FY 2026–27 Budget includes approximately \$885,000 for renovation and tenant improvement work associated with the Wasco Court project. Construction is anticipated to begin in Fall 2026, utilizing a CM/GC delivery process. Under CM/GC, the Port will have separate contracts for the Owner’s Representative (to be procured), Architect and Engineer (SUM Design, per this amendment request), and CM/GC contractor (to be procured) to support collaborative project development, cost management, constructability review and efficient construction delivery. Project completion is expected by June 2027. The budget also reflects approximately \$1.5 million in anticipated bridge right-of-way proceeds that are expected to offset a portion of the project costs.

The renovation project is intended to modernize the buildings and create a long-term functional administrative and operational facility for the Port. Proposed improvements include reconfiguration of office areas, creation of a new Commission board meeting and assembly space, accessibility upgrades, modernization of building finishes and fixtures, audiovisual integration, electrical and mechanical upgrades, and rooftop photovoltaic coordination. The associated professional architectural and engineering services proposal totals approximately \$166,050 and includes architectural, structural, mechanical, electrical, acoustical, and audiovisual engineering coordination.

RECOMMENDATION:

MOTION to authorize the Executive Director to execute the SUM Design proposal for the renovation of the building at 200 N Wasco Court.

ATTACHMENTS:

Proposal

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April 23, 2026

Kevin Greenwood, Executive Director
Port of Hood River
1000 East Port Marina Drive
Hood River, OR 97031

RE: Port of Hood River Offices – Wasco Court

Kevin,

Please see attached our proposal to assist the Port of Hood River remodel the existing building at 200 Wasco Court in Hood River.

Please see below for a defined scope of services with a breakdown of our standard construction phases.

Once reviewed, please do not hesitate to reach out with any questions or concerns.

Sincerely,



Eric Hoffman
Principal
SUM Design Studio + architecture

PROPOSAL FOR PROFESSIONAL SERVICES

STATEMENT OF PROJECT

Remodel of existing 5,600sf two-story metal building.

Architectural design scope includes the following:

- Add new steel awning and reconfigure public entry and reception area
- Create new vaulted assembly space for board meetings
- Relocate storage area stair system
- Remove overhead door and reconfigure windows at north side of building
- Reconfigure existing office areas for new layout
- Add small breakroom at second floor
- Modify existing unisex restrooms to meet code and add third unisex restroom that is publicly accessible
- Upgrade finishes and fixtures throughout

SUM will coordinate with Structural and MEP Engineering team to provide design scope as outlined above and on the attached proposal from Coffman Engineers.

Additional scope coordinated by SUM with Coffman Engineers includes:

- Structural modifications and electrical upgrades as required for a new rooftop photovoltaic panel system
- Documentation and coordination with Energy Trust of Oregon for solar panel study and equipment incentives
- Audiovisual design for the new board meeting space

PROPOSED PROJECT SCOPE AND PHASES

Conditional Use Permit Package - COMPLETE

As part of the first phase of work, SUM completed a preliminary design for the purpose of applying for a Conditional Use Permit (CUP). The preliminary design was based on client provided drawings of the building prior to site verifications and measurements by SUM.

As-Built Measurement - COMPLETE

Following the CUP submittal, SUM visited the site and completed as-built verifications and measurements. Coordination of the site visit notes into the plans to be completed as part of the current scope.

Schematic Design

Using information gathered from the site visit, further review and coordination with applicable building code, and any additional program needs supplied by the client, SUM will update and develop the preliminary design to create a final space plan and exterior building elevations.

This plan will provide the starting point to move forward.

After a final direction has been reached and the client has approved, the final scheme will be ready for progression to Design Development. The Schematic Design documents will include, but not be limited to: all interior walls, doors, windows, exterior building elevations, built-in casework, and permanent equipment.

Meetings: (1) Total meeting with Client

Design Development

During this phase, SUM will refine all elements shown and presented as part of the Schematic Design package, and fixture and finish selections will be initiated.

This phase will include:

- Further review and coordination of jurisdictional requirements and building code
- Plan development: demolition, floor, ceiling, and finish
- Interior elevations: at walls with built-in components and cabinetry
- Exterior building elevations
- Major details: initial detailing of wall, casework, millwork, and other built-in elements
- Preliminary awning design
- Door, relite, and hardware selections initiated
- Coordination with structural engineer and MEP/AV consultants
- Coordination with CMGC
- Coordination with Energy Trust

Document set at the conclusion of this phase to be suitable for preliminary pricing by CMGC.

Meetings: (4) Total meetings with Client, (2) in person and (2) virtual

Permit Set / Construction Documents

SUM will finish design and documentation of all elements shown and presented as part of the Design Development package. During this phase, the design is completed and finish and fixture selections are finalized. SUM will meet with the client to review progress and to verify design intent is being met.

This phase will include:

- Review of preliminary contractor pricing in conjunction with the client and coordination of questions and responses
- Design modifications to correspond with changes made as a result of the preliminary pricing effort. Note: modifications requiring significant changes to the design may trigger Additional Services fees, see below.
- Project code summary
- Plans: demolition, floor, ceiling, roof, electrical, finish

- Interior elevations: at walls with built-in components and cabinetry
- Exterior building elevations
- Architectural details: as required to communicate design intent
- Legends and Schedules: door, relites, hardware, lighting, finishes, fixtures
- Coordination with structural engineer and MEP/AV consultants
- Coordination with CMGC
- Coordination with Energy Trust
- Coordination with consultant for updated traffic study

Document set at the conclusion of the phase to be suitable for contractor bidding, permitting, and project construction.

Meetings: (5) Total meetings with Client, (2) in person and (3) virtual

Permit Assistance and City Coordination

SUM will provide responses and additional information regarding the above outlined scope as required by the local jurisdiction for a building permit.

Construction Administration

During the construction phase, SUM will provide responses to RFI (Requests for Information) and review submittals. Submittals scope to include fixtures, finishes, products, and shop drawings of custom fabricated elements shown in the Construction Documents.

Meetings: We estimate a 14-week construction timeframe. We will provide (6-7) job site meetings as required and the balance as virtual meetings on alternate weeks. Also included is one final walk-through / punch list of the completed scope.

PROFESSIONAL SERVICES FEE

CUP Package –Under Previous Contract
 Site Verification / As-built Measurements – Under Previous Contract

| | |
|-------------------------------------|--------|
| Schematic Design | 8,800 |
| Design Development | 18,200 |
| Permit Set / Construction Documents | 25,480 |
| Construction Administration | 20,320 |
| Reimbursable Expenses | 2,200 |

SUBTOTAL – Architectural Design Fee \$75,000

| | |
|--|--------|
| Revised Traffic Study (DKS) | 1,000 |
| Structural Engineering (Coffman) | 18,250 |
| Electrical, including Photovoltaic (Coffman) | 18,600 |
| Mechanical (Coffman) | 14,750 |
| Audio Visual (Coffman) | 19,673 |
| Acoustical Design (Coffman) | 10,500 |

SUBTOTAL – Consultant Fees 82,773

10% Administrative Fee 8,277

TOTAL FEE \$166,050

ADDITIONAL INFORMATION

Schedule

This proposal is based on a 18-20 week design schedule.
 Significant changes to the design may require fee adjustments or impact project completion timeline.

Assumptions

No exterior or site work above what is described above.
 No Jurisdictional Design Review will be required.

Optional Services

| | |
|---|--------|
| FF&E (Furniture, Fixtures, and Equipment) | Hourly |
| 3D Modeling / Rendering | Hourly |
| Construction Administration beyond that described above | Hourly |

Exclusions

The following items have been excluded from our scope of work, but can be included for an additional fee if the project warrants:

- Civil Engineering Design; SUM to use existing, owner provided site plan

- Additional scope incurred during permitting that is dictated by the jurisdiction. The above list of drawings is presumed to be sufficient for building permit.

Additional Services

To the extent SUM and its consultants agree to provide additional services not described herein, including contract administration, testing, changes in the scope of the project, design changes, or other changes to the project, those services shall be agreed to in writing, and shall be paid to SUM at current hourly rate. If additional services are not agreed to in writing, SUM shall notify Owner prior to providing such services.

SUM shall also be entitled to additional compensation for services required by changes in or the enactment of laws, codes, ordinances or regulations, the contraction of the Project schedule, preparation for and attendance at a public hearing or other proceeding related to the project, or changes necessitated by the action or inaction of Owner or Owner’s representatives, agents, contractors or subcontractors.

Hourly Billing Rates

| | |
|--------------------|------------|
| Managing Principal | \$236 / hr |
| Project Manager | \$190 / hr |
| Project Architect | \$190 / hr |
| Interior Designer | \$155 / hr |
| CAD Drafter | \$98 / hr |

Jurisdictional Fees

The client shall pay for the building permit and all other permits, fees, costs, licenses, and inspections required by applicable federal, state, or local laws, codes, rules, regulations, or ordinances.

Reimbursable Expenses

The client shall reimburse SUM for expenses incurred plus an administrative fee of 10%. Reimbursable expenses shall include, but are not limited to, printing and reproduction, AutoCAD plotting, travel expenses, long distance charges, fees paid to local governmental entities, engineering and consultant fees and expenses, postage, photography, additional renderings, models, mileage at the current amount allowed by the IRS. SUM shall invoice for such expenses of reimbursement, and on larger expenses, SUM may, at its sole option, require the client to directly pay said expense.

Client Signature

Date



April 17, 2026

Eric Hoffman
SUM Design Studio + Architecture
231 SE 12th Avenue
Portland, OR 97214

Project: Port of Hood River Administration Building TI
200 Wasco Court, Hood River, OR 97031

Subject: Proposal for Professional Engineering Services

Dear Eric:

Coffman Engineers, Inc. is pleased to submit this structural, mechanical, and electrical engineering services proposal for the Port of Hood River Admin Building tenant improvement project.

Our proposal is based on drawings sent to us on April 10, 2026 (attached for reference), the new project criteria as we have clarified in discussions with you, the scope of services and deliverables, and assumptions made as described in the following sections of this proposal.

PROJECT DESCRIPTION

The project consists of the tenant improvements to an existing building located at 200 North Wasco Court in Hood River. The existing building is a pre-engineered metal building with partial mezzanines on both ends of the building. We understand that the Port of Hood River needs a new administrative office location when the new Hood River White Salmon Bridge is constructed directly over their current office located at the Hood River Marina. The building will house the Port Commission boardroom (chamber), office space, break rooms, and restrooms. A new rooftop PV system is planned. Our role will be as the structural, mechanical, and electrical engineer of record for the project through construction. Audio Visual (AV) design is also included for the boardroom, and acoustical engineering throughout the building.

DESIGN CRITERIA

The project will be designed according to the following criteria:

- 2025 Oregon Structural Specialty Code (OSSC)
- 2025 Oregon Mechanical Specialty Code (OMSC)
- 2023 Oregon Plumbing Specialty Code (OPSC)
- 2023 Oregon Electrical Specialty Code (OESC)
- 2023 Oregon Energy Efficiency Specialty Code (OESSC)

SCHEDULE

We understand that this project will have a formal structure with the following progression: Notice to proceed is expected to be granted in April 2026. Construction documents are anticipated to be completed at a mutually agreeable date later in June 2026.

- Schematic Design – 6 Weeks after NTP is given
- Design Development – 6 Weeks after completion of Schematic Design
- Construction Documents – 8 Weeks after Completion of Design Development
- Permit Submittal – 2 Weeks after Construction Documents

Our proposal is based on these timeframes. Please note that significant changes in schedule, particularly if the programming phase takes longer than assumed, can result in additional cost on our part and may require fee adjustments or adjustments to the final completion date for construction documents.

Progress on design will be contingent on receiving clear design direction and timely coordination and decision making by the Owner and the rest of the design team.

The overall design schedule will rely heavily on progressing the design forward and not making changes to the design after the submittals are accepted and NTP is given for the next design phase. It is understood that any value engineering exercises will be completed in the DD phase only. Once the DD phase design submittal is accepted, Coffman will proceed into the CD phase with the understanding that no major changes will occur.

ESTIMATED CONSTRUCTION COST

The estimated construction cost is unknown currently.

BASIC SERVICES

Structural

- Provide (1) site visit during design to verify existing conditions.
- Reduce the size of an existing storage mezzanine and add a new wood stair to access the mezzanine.
- Typical light gauge steel details associated with interior wall remodeling.
- Reconfigure the existing north wall framing to create new window and door openings. New cold formed steel wall framing will be designed to modify the existing wall girt system, including a new double door entry for the public and infilling the existing overhead door opening.
- Structure for a new steel awning at the public entry.
- Foundation details for a new monument sign.
- Review existing roof structure adequacy for new PV panels and inverter.
- Provide stamped structural drawings and calculations for permitting and construction.

Mechanical

Plumbing:

- Provide (1) site visit during design to verify existing conditions.
- Modification of interior domestic hot and cold-water systems, drain, waste & vent systems, and natural gas systems.
- Plumbing fixture schedule with descriptions and connections, coordinated with the Architect.
- Plumbing design for new bathrooms and kitchen area.

HVAC:

- HVAC load calculations and system zoning.
- Design of distribution ductwork and air devices.
- Design and selection of air handling units, exhaust fans, heaters, and other equipment to serve the HVAC zones.
- Dedicated HVAC systems for IT/Data/MDF rooms, (if required).
- Outside air ventilation per the Mechanical Code and process requirements.
- HVAC to serve new remodeled space.

Electrical

- Provide (1) site visit during design to verify existing electrical systems.
- Provide demolition drawings showing electrical systems to be removed and noting devices that exist to remain.
- Design of power distribution in the building including receptacle layout, power for new HVAC units and equipment, and associated circuiting.
- Design of lighting control, circuits, and photometric calculations to confirm light fixture output. Fixtures to be specified by architect.
- Specify power and lighting for entry monument.
- Design of lighting controls to meet Oregon Energy Efficiency Specialty code requirements and completion of COMCHECK compliance forms.
- Modeling of a PV system to determine kWhr output. Design of PV system including panel layout, inverters, and tie in to existing electrical system.
- Updates to electrical panels if required to support new electrical loads within the space.
- Design of layout and rough in of telecommunications system.

Audio Visual

- Attend virtual meetings with the owner / owner's IT personnel or those responsible for determining the technology requirements and operating the Port Commission Boardroom (chambers).
- Coordinate electrical rough-in requirements and BTU load associated with AV and presentation equipment with our electrical and mechanical engineers.
- Develop SD narrative and anticipated budget based on owner's direction and technology currently available to suit the spaces being improved.
- Develop DD coordination set for use by our electrical and mechanical engineers for coordinating power and heat loads associated with AV systems. Generate details and

rough device locations associated with AV equipment. Identify under slab rough-in requirements for lectern and modular dais seating. Generate specifications associated with integrated audio and video equipment. Coordinate specifications with Division 0 & 1 or the project binder. Revise budgets to reflect current scope and conditions.

- Generate block diagrams, control page requirements, mounting details, and rack elevations. Revise specifications as required to match documentation provided. Revise budgets to reflect 100% Construction Documents. Generate list of cut sheets associated with specified equipment for review by the owner.
- Provide bid support and review of proposals for conformance with the design documents.
- Provide construction administration in the form of submittal review, RFI review, and on-site commissioning alongside the AV Specialty Contractor to confirm operation of the installed systems. No site visit during construction.

Acoustical

- Attend virtual meetings with the design team as needed to coordinate acoustical design elements.
- Provide acoustical design criteria for sound isolation, reverberation, and background noise in the Commissioner's Meeting Room (Chambers) only, not the Offices, Open Office, Conference, Break Rooms and Muster Area.
- Develop recommendations for wall constructions to achieve the identified design criteria for sound isolation for the Chambers.
- Develop recommendations for acoustical finishes to achieve the identified design criteria for reverberation control, including finish types, locations, and performance specifications for the Chambers.
- Develop recommendations for mechanical noise control to achieve the identified design criteria for background noise for the Chambers.

Construction Administration

We anticipate providing the construction administration services listed below as part of our basic services.

1. Review Prior Approval Substitution Requests and answer bidder's questions during bidding.
2. Prepare revisions and clarifications during bidding.
3. Review contractor submittals and shop drawings. Our proposal is based on submittals being complete, bookmarked, and grouped together (ex. long lead items, HVAC including seismic, plumbing, controls, electrical, fire alarm); piecemeal submittals will not be accepted.
4. Respond to plan review comments from regulatory agencies and utility companies related to our scope of work.
5. Respond to contractor requests for information during construction
6. Visit site to observe construction or for final punch list or back punch. The total number of visits included in basic services is noted below.
 - a. Structural: 1 visit
 - b. Mechanical: Up to 2 visits
 - c. Electrical: Up to 2 visits

- d. Audiovisual: 1 visit
 - e. Acoustical: No site visits
7. Coordination with the TAB contractor and review balancing reports. We anticipate up to one resubmittal.
- a. Review O&M manuals. We anticipate up to one resubmittal.
 - b. Review of contractor as-built drawings.
 - c. Review of commissioning reports and responses to comments directed specifically to us.

ADDITIONAL SERVICES

The following services can be provided for an additional fee to the Agreement:

1. Attend Owner/Architect/Contractor meetings approximately once per month for 6 months.
2. Significant changes to the schedule including accelerated deadlines, additional milestones, or other material changes to the schedule are potential additional services. The schedule for the project is also assumed to provide allowance for design completion and quality control between the freezing of the background information and each deliverable.
3. Participation in or redesign due to value engineering or constructability reviews. Value engineering required due to cost escalation if the project schedule changes.
4. Review of new or revised submittals due to changes in equipment lead time or availability after bidding is complete and original submittals have been approved.
5. Alternate bids or early bid packages.
6. Redesign made necessary by significant changes to the building design after we had been directed to proceed with a given building design.
7. Commissioning services or witnessing of the operation of mechanical systems under varying conditions.
8. Opinion of probable cost or detailed construction cost projections requiring take offs.
9. Coordination with the local utility for energy incentives. This would include all items related to the incentives such as preparation or review of incentive forms, review of the proposed incentive amount on behalf of the owner, cost projections, and estimates of baseline design assumptions without upgrades.
10. Additional travel to the site beyond what is listed under basic services.
11. Updating our drawings to reflect Contractor redlined record drawings will be provided as an additional service. We assume the contractor will show new work in red and deleted work in purple to be able to readily identify the changes. Because we cannot predict the extent of contractor mark-ups, we propose to provide this service on a time and materials basis. Once contractor mark-ups are available for review, we would be able to update this number a not to exceed number.
12. Inspection and certification required by the regulatory agencies for site construction. This includes inspection, material documentation, testing, as-built drawings, and drainage structure registration.
13. Prepare sprinkler and fire alarm drawings, specifications, or basis of design documents.
14. Provide fire pump specifications and fire pump space requirements.
15. Witness any sprinkler or fire alarm system testing or determine the fire-flow for the building.
16. Prepare alternate means and methods or engineering judgements.

17. BIM coordination efforts (Ex. Navisworks clash detection meetings, shop drawing consultation) with the contractors after issuing the bid set.

DELIVERABLES

We propose submitting the following deliverables at the milestones noted below.

Schematic Design Phase: Narratives of the major design decisions and proposed systems.

Design Development Phase: Updated narratives. Drawings showing locations of major equipment, HVAC zones, plumbing fixtures, and preliminary equipment schedules. Preliminary system diagrams. Preliminary specifications with the anticipated sections and major items deleted that are not a part of the project. Preliminary editing of remaining specification items.

Construction Documents Phase: Updated narratives. Drawings and specifications for bidding. Structural calculations. Completed energy code compliance forms for mechanical and electrical. Submittals at 50%, 95%, 100% for Permit, and for Bidding.

We have included one conformed set that includes all plan review responses and addenda.

We will generate our drawings in CAD with an electronic backgrounds provided to us by your office.

Specifications will be in 6-digit format. Narrative, calculations, and specifications will be submitted in .pdf format. Hardcopy submittals are not anticipated.

Deliverables will include:

- Hardcopy prints or .pdf files created directly from Revit
- Energy code forms for Mechanical and Electrical

Note: Permit forms are not included.

OWNER FURNISHED ITEMS

Our proposal assumes the following items will be provided to us by the Owner:

1. Copies of existing building and site drawings, electrical, mechanical, and structural drawings.

ASSUMPTIONS/CLARIFICATIONS

Our proposal assumes the following assumptions and clarifications:

1. The mechanical and electrical fee assumes building commissioning by Coffman or a third-party entity.
2. The Architect will provide a Code Sheet detailing rated construction wall types (fire barrier, smoke barrier, etc.).

3. Adequate space will be provided on grade, on roof, or in building for mechanical equipment, including minimum access for servicing of at least 36 in wide x 80 in tall and a level working space 30 in wide x 30 in deep per the International Mechanical Code.
4. The architect shall provide all user conferencing and coordination required to establish the type and location of all luminaires, light switches, receptacles, equipment connections, low-voltage devices, and plumbing fixtures (ex. sink sizes coordinated with casework and faucet requirements).
5. The project is not LEED certified, it does not require ELCCA or energy modeling, nor is the project requiring compliance with other energy or sustainability goal programs such as Energy Star.
6. We assume that the architect will directly hire an engineer to perform fire protection design if any is required. We can provide this service if needed for an additional fee.
7. We assume that the architect will provide us at each milestone with a copy for each discipline of each complete submittal (drawings and specifications) to use for coordination and quality control purposes.
8. The existing systems are available in CAD or Revit from which to make existing and demolition drawings.
9. Existing infrastructure systems have sufficient capacity to serve the renovation.
10. Emergency Power is not required.
11. It is important to note that construction cost contingency is not included in the fee estimates and must be accounted for by the contractor or owner. The contractor or owner is expected to carry a reasonable contingency for unexpected site conditions, construction issues, and possible omissions, ambiguities or inconsistencies in the project plans and specifications, etc. The contingency reserve is to be used, as required, to pay for any such increased project costs. Engineering effort for correction of design errors or omissions, except for unexpected site conditions and construction issues, will be provided as part of the basic services without additional charges; however, construction costs for these changes are the responsibility of the contractor or owner as long as they are within normal standard of care limits for design accuracy.
12. Geotechnical analysis, field investigation and/or on-site testing are not included. Pavement design recommendations will be based upon City or County standard plans / specifications with modifications based on field observations.
13. Special studies including traffic, SEPA, environmental impact statements, air quality, seismic, etc. are not included. A SEPA environmental checklist may be required by the City. We can provide this service if needed for an additional fee.
14. Utility company, agency, material testing and processing fees are not included.
15. Site lighting, landscape architecture, and irrigation design are not included.
16. We assume the Client will submit the noted plans to the City and coordinate the permitting process. Coffman Engineers, Inc. will respond to and address up to one (1) round of comments from the City of Hood River for our scope of work.

ENGINEERING FEES

We propose providing our basic services as described above for the lump sum amounts listed below.

| | |
|--------------|------------------|
| Structural | \$ 18,250 |
| Electrical | \$ 18,600 |
| Mechanical | \$ 14,750 |
| Audio Visual | \$ 19,673 |
| Acoustical | \$ 10,500 |
| TOTAL | \$ 81,773 |

REIMBURSABLE EXPENSES

Reimbursable Expenses are included in our Basic Services fee above. Reimbursable Expenses shall include mileage or rental car and gas expenses for travel to the site, hotel, airfare, per diem, printing of hardcopy deliverable submittal sets, and postage/delivery charges.

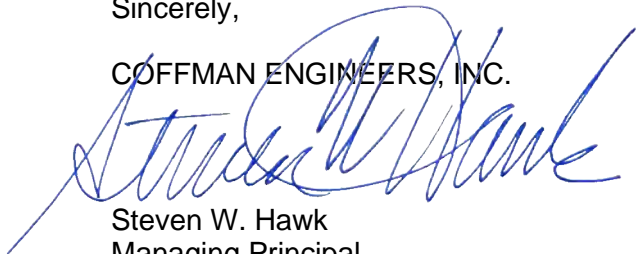
Thank you for this opportunity to be of service to you.

This proposal is in accordance with our Master Service Agreement executed January 9th, 2023.

Please call if you have any questions. We look forward to partnering together on this project.

Sincerely,

COFFMAN ENGINEERS, INC.



Steven W. Hawk
Managing Principal

Enclosure: Preliminary Architectural Plans

This proposal is acceptable to SUM Design Studio + Architecture:

Eric Hoffman, SUM Design Studio + Architecture

Date

Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director
Date: May 19, 2026
Re: Accounts Payable Requiring Commission Approval

| | |
|-------------------------|-------------------|
| Cable Huston LLP | \$2,059.00 |
|-------------------------|-------------------|

Attorney services per attached summary

| | |
|--|--------------------|
| TOTAL ACCOUNTS PAYABLE TO APPROVE | \$2, 059.00 |
|--|--------------------|

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PROFESSIONAL SERVICES SUMMARY

| | Hours | Rate | Amount |
|----------------------------|-------|----------|--------------------------|
| Timekeeper Brooks Tommy | 5.80 | \$355.00 | \$2,059.00 |
| Total Fees & Disbursements | | | <u>\$2,059.00</u> |
| Current Charges | | | <u>\$2,059.00</u> |
| Previous balance | | | <u>\$1,729.50</u> |
| Balance due upon receipt | | | <u><u>\$3,788.50</u></u> |

Total Trust Balance: \$0.00

To make a payment via ACH, please visit our secure payment portal at
<https://www.cablehuston.com/payments/>

Suite 1500, 1455 SW Broadway, Portland, Oregon 97201-3412 Phone: 503.224.3092 Fax: 503.224.3176

COSTS MAY HAVE BEEN INCURRED WHICH ARE NOT ON THIS STATEMENT. THESE COSTS WILL APPEAR ON SUBSEQUENT STATEMENTS.

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Commission Memo

Prepared by: Debbie Smith-Wagar, Finance Director
Date: May 19, 2026
Re: March Financial Report



The attached report is a packet of activity with the summary reports by fund and then drilling down into more detail for the multiple departments/properties in the General Fund and the multiple departments in the Administration Fund.

This report is through March 31, 2026, which is three-fourths (75%) of the way through the fiscal year. The reorganization that Commissioners approved in January are reflected in both the layout and the budget numbers in this report.

Expenditures continue to stay within expectations. Some of the personal services numbers in the General Fund show nearly 100% spent, but that is because the employees in those line items were moved to the Administration Fund and no additional personal services will be charged to those line items. Only the Waterfront Manager remains in the General Fund personal services.

In addition to the usual monthly reports there is also a schedule of capital outlay included with the reports this month. Capital outlay for the whole Port as of March 31st was more than \$3.4M. This is a lot higher than in recent years, therefore a schedule of the expenditures may be helpful. The two largest expenditures are the purchase of property on Wasco Court (the new administration building) and the completion of the two new parking lots on the waterfront. Additional large capital outlay is expected for the rest of the fiscal year as the T-hangars at the airport should be nearly completed by June 30th and another piece of property is expected to be purchased, although the second property purchase may occur after July 1st.

Traffic on the bridge in March was virtually flat compared to March 2025. For the fiscal year-to-date traffic is up about 4.4% and is just about back to the levels before the September 2023 toll increase.

RECOMMENDATION: For information only

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PORT OF HOOD RIVER

FY26 FUND ANALYSIS - BUDGET VS ACTUAL

For the period ending March 31, 2026 (75%)

| | General | | | Administration | | | Bridge Operations | | | Bridge Replacement | | | HRWSBA | | | TOTAL | | | |
|--------------------------------|-----------------------|-----------------------|------------|---------------------|---------------------|------------|-----------------------|---------------------|------------|---------------------|-------------------|-----------|---------------------|---------------------|------------|-----------------------|----------------------|---------------|-----|
| | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | |
| REVENUE | | | | | | | | | | | | | | | | | | | |
| Operating | \$ 4,071,900 | \$ 3,014,335 | 74% | \$ 3,759,800 | \$ 2,318,873 | 62% | \$ 9,515,200 | \$ 8,063,366 | 85% | | | | | | | | \$ 17,346,900 | \$ 13,396,575 | 77% |
| Non-operating: | | | | | | | | | | | | | | | | | | | |
| Grants, interest, other income | \$ 11,035,860 | \$ 720,588 | 7% {1} | \$ 900,000 | \$ 306,528 | 34% | \$ 378,000 | \$ 168,052 | 44% | \$ 4,502,000 | \$ 241,854 | 5% | \$ 20,000 | \$ 9,639 | 48% | \$ 16,835,860 | \$ 1,446,661 | 9% | |
| Transfers In | \$ 2,000,000 | \$ - | 0% {2} | \$ 1,200,000 | \$ 1,200,000 | 100% {7} | | | | | | | \$ 3,828,400 | \$ 2,539,768 | 66% | \$ 7,028,400 | \$ 3,739,768 | 53% | |
| TOTAL | \$ 17,107,760 | \$ 3,734,923 | 22% | \$ 5,859,800 | \$ 3,825,401 | 65% | \$ 9,893,200 | \$ 8,231,418 | 83% | \$ 4,502,000 | \$ 241,854 | 5% | \$ 3,848,400 | \$ 2,549,407 | 66% | \$ 41,211,160 | \$ 18,583,004 | 45% | |
| EXPENSES | | | | | | | | | | | | | | | | | | | |
| Operating | | | | | | | | | | | | | | | | | | | |
| Personal Services | \$ 392,788 | \$ 254,157 | 65% | \$ 2,478,950 | \$ 1,636,626 | 66% | \$ 337,380 | \$ 198,601 | 59% | | | | | | | \$ 3,209,118 | \$ 2,089,384 | 65% | |
| Materials & Services | \$ 2,018,600 | \$ 1,333,783 | 66% | \$ 1,245,850 | \$ 678,775 | 54% | \$ 1,946,000 | \$ 1,250,635 | 64% | \$ - | \$ - | NA | | | | \$ 5,210,450 | \$ 3,263,194 | 63% | |
| Internal Services (Admin/OH) | \$ 2,679,386 | \$ 1,839,669 | 69% | | | | \$ 944,556 | \$ 454,301 | 48% | | | | | | | \$ 3,623,942 | \$ 2,293,970 | 63% | |
| Debt Service | \$ 95,000 | \$ 64,655 | 68% {3} | | | | | | | | | | | | | \$ 95,000 | \$ 64,655 | 68% | |
| Subtotal | \$ 5,185,774 | \$ 3,492,264 | 67% | \$ 3,724,800 | \$ 2,315,401 | 62% | \$ 3,227,936 | \$ 1,903,537 | 59% | \$ - | \$ - | | \$ - | \$ - | | \$ 12,138,510 | \$ 7,711,202 | 64% | |
| Non-Operating | | | | | | | | | | | | | | | | | | | |
| Capital Outlay | \$ 9,500,000 | \$ 3,178,666 | 33% {4} | \$ 95,000 | \$ 10,000 | 11% | \$ 1,370,000 | \$ - | 0% | \$ 4,502,000 | \$ 241,854 | 5% | | | | \$ 15,467,000 | \$ 3,430,520 | 22% | |
| Transfers Out | \$ 910,800 | \$ 910,800 | 100% {5} | | | | \$ 6,117,600 | \$ 2,828,968 | 46% | | | | | | | \$ 7,028,400 | \$ 3,739,768 | 53% | |
| Special | \$ 71,000 | \$ - | 0% {6} | | | | | | | | | | \$ 3,848,400 | \$ 2,252,657 | 59% | \$ 3,919,400 | \$ 2,252,657 | 57% | |
| Contingency | \$ 8,000,000 | | NA | \$ 540,000 | | NA | \$ 900,000 | | NA | | | | | | | \$ 9,440,000 | | NA | |
| Other | | | | \$ 1,500,000 | \$ 1,500,000 | {8} | \$ 600,000 | \$ 247,075 | 41% | | | | | | | | | | |
| Subtotal | \$ 18,481,800 | \$ 4,089,466 | 22% | \$ 2,135,000 | \$ 1,510,000 | 71% | \$ 8,987,600 | \$ 3,076,043 | 34% | \$ 4,502,000 | \$ 241,854 | 5% | \$ 3,848,400 | \$ 2,252,657 | 59% | \$ 35,854,800 | \$ 9,422,945 | 26% | |
| TOTAL | \$ 23,667,574 | \$ 7,581,730 | 32% | \$ 5,859,800 | \$ 3,825,401 | 65% | \$ 12,215,536 | \$ 4,979,580 | 41% | \$ 4,502,000 | \$ 241,854 | 5% | \$ 3,848,400 | \$ 2,252,657 | 59% | \$ 47,993,310 | \$ 17,134,147 | 36% | |
| NET INCOME | | | | | | | | | | | | | | | | | | | |
| Operating | \$ (1,113,874) | \$ (477,929) | | \$ 35,000 | \$ 3,472 | | \$ 6,287,264 | \$ 6,159,829 | | \$ - | \$ - | | \$ - | \$ - | | \$ 5,208,390 | \$ 5,685,372 | | |
| Non-Operating | \$ (5,445,940) | \$ (3,368,878) | | \$ (35,000) | \$ (3,472) | | \$ (8,609,600) | \$ (2,907,991) | | \$ - | \$ - | | \$ - | \$ 296,750 | | \$ (11,990,540) | \$ (4,236,516) | | |
| TOTAL | \$ (6,559,814) | \$ (3,846,806) | | \$ - | \$ 0 | | \$ (2,322,336) | \$ 3,251,838 | | \$ - | \$ - | | \$ - | \$ 296,750 | | \$ (6,782,150) | \$ 1,448,856 | | |
| BEG. FUND BALANCE | \$ 13,500,000 | \$ 13,842,130 | | \$ - | \$ - | | \$ 5,000,000 | \$ 4,629,712 | | \$ - | \$ - | | \$ - | \$ - | | \$ 18,500,000 | \$ 18,471,842 | | |
| END. FUND BALANCE | \$ 6,940,186 | \$ 9,995,324 | | \$ - | \$ 0 | | \$ 2,677,664 | \$ 7,881,550 | | \$ - | \$ - | | \$ - | \$ 296,750 | | \$ 11,717,850 | \$ 19,920,698 | | |

- {1} Budget assumed the sale of Big 7 and Lower Hanel Mill property and includes Airport grants
- {2} A transfer-in is budgeted from the Bridge Fund - this will be the final year of this transfer
- {3} Debt service is for a low interest loan from 2013 to make improvements to the Marina docks; it will be paid off in 2028.
- {4} Capital Outlay is primarily the completion of the parking lots in the waterfront area and the purchase of two properties on Wasco Court for future administration relocations. The roof on the Jensen Building will likely be completed this fiscal year. Other capital that was budgeted and will not be completed includes \$750k for storage units at Lower Mill. The projects at the airport are moving forward and will have significant spending as soon as the weather improves.
- {5} The General Fund's portion of the "PERS Buydown" that occurred in August
- {6} A transfer is budgeted to help fund the Foundation's plan for launching the license plate program
- {7} Transfers into the Admin Fund are \$1.2M for the PERS Buydown; the State of Oregon contributed \$300,000 for a total contribution of \$1.5M
- {8} Actual payment for PERS Buydown

PORT OF HOOD RIVER

FY26 GENERAL FUND ANALYSIS BY DEPARTMENT - BUDGET VS ACTUAL

For the period ending March 31, 2026 (75%)

| | Industrial Properties | | | Commercial Buildings | | | Airport | | | Marina Basin | | | Waterfront Recreation | | | Parking | | | Non-Departmental | | | TOTAL GENERAL FUND | | |
|--------------------------------|-----------------------|---------------------|------------|----------------------|---------------------|------------|-----------------------|---------------------|------------|---------------------|-------------------|------------|-----------------------|---------------------|------------|-----------------------|-----------------------|------------|----------------------|---------------------|------------|-----------------------|-----------------------|------------|
| | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % |
| REVENUE | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating | \$ 2,478,600 | \$ 1,851,083 | 75% | \$ 269,700 | \$ 162,553 | 60% | \$ 312,200 | \$ 179,608 | 58% (2) | \$ 449,900 | \$ 472,642 | 105% (3) | \$ 36,500 | \$ 12,740 | 35% (4) | \$ 525,000 | \$ 335,709 | 64% | | | | \$ 4,071,900 | \$ 3,014,335 | 74% |
| Non-operating: | | | | | | | | | | | | | | | | | | | | | | | | |
| Grants, interest, other income | \$ 547,360 | \$ 223,351 | 41% (1) | \$ 500,000 | \$ - | NA | \$ 1,330,000 | \$ 25,376 | 2% | \$ 47,500 | \$ 900 | 2% | \$ 111,000 | \$ 13,005 | 12% | | | | \$ 8,500,000 | \$ 457,956 | 5% | \$ 11,035,860 | \$ 720,588 | |
| Transfers In | | | | | | | | | | | | | | | | | | | \$ 2,000,000 | \$ - | NA | \$ 2,000,000 | \$ - | 0% |
| TOTAL | \$ 3,025,960 | \$ 2,074,435 | 69% | \$ 769,700 | \$ 162,553 | 21% | \$ 1,642,200 | \$ 204,984 | 12% | \$ 497,400 | \$ 473,542 | 95% | \$ 147,500 | \$ 25,745 | 17% | \$ 525,000 | \$ 335,709 | 64% | \$ 10,500,000 | \$ 457,956 | 4% | \$ 17,107,760 | \$ 3,734,923 | 22% |
| EXPENSES | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating | | | | | | | | | | | | | | | | | | | | | | | | |
| Personal Services | \$ 42,297 | \$ 42,086 | 100% | \$ 7,845 | \$ 7,606 | 97% | \$ 15,060 | \$ 7,474 | 50% | \$ 145,196 | \$ 122,465 | 84% | \$ 67,540 | \$ 44,875 | 66% | \$ 114,850 | \$ 29,651 | 26% | | | | \$ 392,788 | \$ 254,157 | 65% |
| Materials & Services | \$ 1,187,800 | \$ 867,643 | 73% | \$ 135,900 | \$ 72,949 | 54% | \$ 200,150 | \$ 165,094 | 82% | \$ 171,250 | \$ 84,782 | 50% | \$ 184,500 | \$ 83,004 | 45% | \$ 139,000 | \$ 60,312 | 43% | | | | \$ 2,018,600 | \$ 1,333,783 | 66% |
| Internal Services (Admin/OH) | \$ 856,904 | \$ 500,242 | 58% | \$ 261,849 | \$ 224,218 | 86% | \$ 380,826 | \$ 424,620 | 111% | \$ 543,440 | \$ 186,635 | 34% | \$ 313,099 | \$ 411,697 | 131% | \$ 323,268 | \$ 92,257 | 29% | | | | \$ 2,679,386 | \$ 1,839,669 | 69% |
| Debt Service | | | | | | | | | | \$ 95,000 | \$ 64,655 | 68% | | | | | | | | | | \$ 95,000 | \$ 64,655 | 68% |
| Subtotal | \$ 2,087,001 | \$ 1,409,970 | 68% | \$ 405,594 | \$ 304,773 | 75% | \$ 596,036 | \$ 597,188 | 100% | \$ 954,886 | \$ 458,537 | 48% | \$ 565,139 | \$ 539,575 | 95% | \$ 577,118 | \$ 182,220 | 32% | \$ - | \$ - | NA | \$ 5,185,774 | \$ 3,492,264 | 67% |
| Non-Operating | | | | | | | | | | | | | | | | | | | | | | | | |
| Capital Outlay | \$ 5,335,000 | \$ 1,636,404 | 31% | \$ 530,000 | \$ 1,330 | 0% | \$ 2,105,000 | \$ 327,408 | 16% | \$ 30,000 | \$ 3,984 | 13% | \$ 300,000 | \$ - | 0% | \$ 1,200,000 | \$ 1,209,540 | 101% | | | | \$ 9,500,000 | \$ 3,178,666 | 33% |
| Transfers Out | \$ - | | | | | | | | | | | | | | | | | | \$ 910,800 | \$ 910,800 | 100% (5) | \$ 910,800 | \$ 910,800 | 100% |
| Special | \$ - | | | | | | | | | | | | | | | | | | \$ 71,000 | \$ - | 0% (6) | \$ 71,000 | \$ - | 0% |
| Contingency | \$ - | | | | | | | | | | | | | | | | | | \$ 8,000,000 | | 0% | \$ 8,000,000 | \$ - | 0% |
| Other | \$ - | | | | | | | | | | | | | | | | | | | | | \$ - | \$ - | |
| Subtotal | \$ 5,335,000 | \$ 1,636,404 | 31% | \$ 530,000 | \$ 1,330 | 0% | \$ 2,105,000 | \$ 327,408 | 16% | \$ 30,000 | \$ 3,984 | 13% | \$ 300,000 | \$ - | 0% | \$ 1,200,000 | \$ 1,209,540 | 101% | \$ 8,981,800 | \$ 910,800 | 10% | \$ 18,481,800 | \$ 4,089,466 | 22% |
| TOTAL | \$ 7,422,001 | \$ 3,046,374 | 41% | \$ 935,594 | \$ 306,103 | 33% | \$ 2,701,036 | \$ 924,596 | 34% | \$ 984,886 | \$ 462,521 | 47% | \$ 865,139 | \$ 539,575 | 62% | \$ 1,777,118 | \$ 1,391,760 | 78% | \$ 8,981,800 | \$ 910,800 | 10% | \$ 23,667,574 | \$ 7,581,730 | 32% |
| NET INCOME | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating | \$ 391,599 | \$ 441,113 | | \$ (135,894) | \$ (142,220) | | \$ (283,836) | \$ (417,580) | | \$ (504,986) | \$ 14,105 | | \$ (528,639) | \$ (526,835) | | \$ (52,118) | \$ 153,489 | | \$ - | \$ - | | \$ (1,113,874) | \$ (477,929) | |
| Non-Operating | \$ (4,787,640) | \$ (1,413,052) | | \$ (30,000) | \$ (1,330) | | \$ (775,000) | \$ (302,032) | | \$ 17,500 | \$ (3,084) | | \$ (189,000) | \$ 13,005 | | \$ (1,200,000) | \$ (1,209,540) | | \$ 1,518,200 | \$ (452,844) | | \$ (5,445,940) | \$ (3,368,878) | |
| TOTAL | \$ (4,396,041) | \$ (971,940) | | \$ (165,894) | \$ (143,550) | | \$ (1,058,836) | \$ (719,612) | | \$ (487,486) | \$ 11,021 | | \$ (717,639) | \$ (513,830) | | \$ (1,252,118) | \$ (1,056,051) | | \$ 1,518,200 | \$ (452,844) | | \$ (6,559,814) | \$ (3,846,806) | |
| BEG. FUND BALANCE | | | | | | | | | | | | | | | | | | | \$ 13,500,000 | \$ - | | \$ 13,500,000 | \$ 13,842,130 | |
| END. FUND BALANCE | | | | | | | | | | | | | | | | | | | \$ 15,018,200 | \$ (452,844) | | \$ 6,940,186 | \$ 9,995,324 | |

- {1} The City of Hood River is reimbursing the Port for sewer and/or stormwater easements behind Big 7 - this line also includes the roundabout planning grant
- {2} Airport T-hangar income is reported when billed in December/January - This year's billing was for six months as we move the T-Hangars to a fiscal year basis (next billing will be for July 1, 2026 to June 30, 2027)
- {3} The majority of Marina Moorage revenue is recognized when billed in December
- {4} The majority of Waterfront Recreation revenue is received in late spring/early summer
- {5} The General Fund's portion of the "PERS Buydown" that occurred in August
- {6} A transfer is budgeted to help fund the Foundation's plan for launching the license plate program

PORT OF HOOD RIVER

FY26 COMMERCIAL PROPERTIES DEPT. BY BUILDING - BUDGET VS ACTUAL

For the period ending March 31, 2026 (75%)

| | | Marina West | | | Marina East | | | Port Office Building | | | Marina Basin Commercial Redev {1} | | | TOTAL COMM. PROPERTIES | | |
|-------------------|--------------------------------|--------------------|--------------------|------------|--------------------|--------------------|------------|----------------------|--------------------|------------|-----------------------------------|--------------------|-----------|------------------------|---------------------|------------|
| | | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % |
| REVENUE | | | | | | | | | | | | | | | | |
| | Operating | \$ 51,000 | \$ 25,301 | 50% | \$ 52,700 | \$ 12,753 | 24% | \$ 166,000 | \$ 124,500 | 75% | \$ - | \$ - | NA | \$ 269,700 | \$ 162,553 | 60% |
| | Non-operating: | | | | | \$ - | | | | | | | | | | |
| | Grants, interest, other income | | | NA | | | NA | \$ 500,000 | | 0% | \$ - | | NA | \$ 500,000 | \$ - | 0% |
| | TOTAL | \$ 51,000 | \$ 25,301 | 50% | \$ 52,700 | \$ 12,753 | 24% | \$ 666,000 | \$ 124,500 | 19% | \$ - | \$ - | NA | \$ 769,700 | \$ 162,553 | 21% |
| EXPENSES | | | | | | | | | | | | | | | | |
| | Operating | | | | | | | | | | | | | | | |
| | Personal Services | \$ 2,615 | \$ 2,535 | 97% | \$ 2,615 | \$ 2,535 | 97% | \$ 2,615 | \$ 2,535 | 97% | \$ - | \$ - | NA | \$ 7,845 | \$ 7,606 | 97% |
| | Materials & Services | \$ 50,900 | \$ 26,203 | 51% | \$ 51,200 | \$ 21,926 | 43% | \$ 33,800 | \$ 24,821 | 73% | \$ - | \$ - | NA | \$ 135,900 | \$ 72,949 | 54% |
| | Internal Services (Admin/OH) | \$ 65,653 | \$ 35,616 | 54% | \$ 49,429 | \$ 29,876 | 60% | \$ 146,767 | \$ 149,878 | 102% | \$ - | \$ 8,848 | NA | \$ 261,849 | \$ 224,218 | 86% |
| | Subtotal | \$ 119,168 | \$ 64,354 | 54% | \$ 103,244 | \$ 54,337 | 53% | \$ 183,182 | \$ 177,234 | 97% | \$ - | \$ 8,848 | NA | \$ 405,594 | \$ 304,773 | 75% |
| | Non-Operating | | | | | | | | | | | | | | | |
| | Capital Outlay | \$ 20,000 | \$ - | 0% | \$ 10,000 | \$ - | 0% | \$ 500,000 | \$ - | 0% | \$ - | \$ 1,330 | NA | \$ 530,000 | \$ 1,330 | 0% |
| | Subtotal | \$ 20,000 | \$ - | 0% | \$ 10,000 | \$ - | 0% | \$ 500,000 | \$ - | 0% | \$ - | \$ 1,330 | NA | \$ 530,000 | \$ 1,330 | 0% |
| | TOTAL | \$ 139,168 | \$ 64,354 | 46% | \$ 113,244 | \$ 54,337 | 48% | \$ 683,182 | \$ 177,234 | 26% | \$ - | \$ 10,178 | NA | \$ 935,594 | \$ 306,103 | 33% |
| NET INCOME | | | | | | | | | | | | | | | | |
| | Operating | \$ (68,168) | \$ (39,054) | | \$ (50,544) | \$ (41,584) | | \$ (17,182) | \$ (52,734) | | \$ - | \$ (8,848) | | \$ (135,894) | \$ (142,220) | |
| | Non-Operating | \$ (20,000) | \$ - | | \$ (10,000) | \$ - | | \$ - | \$ - | | \$ - | \$ (1,330) | | \$ (30,000) | \$ (1,330) | |
| | TOTAL | \$ (88,168) | \$ (39,054) | | \$ (60,544) | \$ (41,584) | | \$ (17,182) | \$ (52,734) | | \$ - | \$ (10,178) | | \$ (165,894) | \$ (143,550) | |

{1} This is a new department to track redevelopment of the property under the Marina East & West buildings.

PORT OF HOOD RIVER

FY26 MARINA BASIN DEPT. BY AREA - BUDGET VS ACTUAL

For the period ending March 31, 2026 (75%)

| | Marina Moorage | | | Boat Launch | | | Jetty Cruise Ship Dock | | | Seasonal Dock | | | Marina Green | | | TOTAL MARINA BASIN | | | | |
|--------------------------------|--------------------|-------------------|-------------|-------------|-----------------|-----------------|------------------------|------------------|------------------|---------------|------------------|------------------|--------------|---------------------|---------------------|--------------------|---------------------|-------------------|-------------------|------------|
| | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | | |
| REVENUE | | | | | | | | | | | | | | | | | | | | |
| Operating | \$ 409,500 | \$ 441,165 | 108% | {1} | \$ - | \$ 5,445 | NA | \$ 19,700 | \$ 16,067 | 82% | | | | \$ 20,700 | \$ 9,965 | 48% | \$ 449,900 | \$ 472,642 | 105% | |
| Non-operating | | | | | | | | | | | | | | | | | | | | |
| Grants, interest, other income | \$ 20,000 | \$ 900 | 5% | | \$ 7,000 | \$ - | 0% | | | | | \$ 20,500 | \$ - | 0% | NA | | \$ 47,500 | \$ 900 | 2% | |
| TOTAL | \$ 429,500 | \$ 442,065 | 103% | | \$ 7,000 | \$ 5,445 | 78% | \$ 19,700 | \$ 16,067 | 82% | | \$ 20,500 | \$ - | 0% | \$ 20,700 | \$ 9,965 | 48% | \$ 497,400 | \$ 473,542 | 95% |
| EXPENSES | | | | | | | | | | | | | | | | | | | | |
| Operating | | | | | | | | | | | | | | | | | | | | |
| Personal Services | \$ 80,000 | \$ 84,081 | 105% | | | | | | | | | | | \$ 65,196 | \$ 38,384 | 59% | \$ 145,196 | \$ 122,465 | 84% | |
| Materials & Services | \$ 111,000 | \$ 52,721 | 47% | | \$ 6,000 | \$ 3,573 | 60% | \$ 5,500 | \$ 5,855 | 106% | \$ 2,000 | \$ - | 0% | \$ 46,750 | \$ 22,634 | 48% | \$ 171,250 | \$ 84,782 | 50% | |
| Internal Services (Admin/OH) | \$ 169,333 | \$ 135,433 | 80% | | \$ 673 | \$ 460 | 68% | \$ 261 | \$ 183 | 70% | \$ - | \$ - | | \$ 373,173 | \$ 50,559 | 14% | \$ 543,440 | \$ 186,635 | 34% | |
| Debt Service | \$ 95,000 | \$ 64,655 | 68% | | | | | | | | | | | | | NA | \$ 95,000 | \$ 64,655 | 68% | |
| Subtotal | \$ 455,333 | \$ 336,890 | 74% | | \$ 6,673 | \$ 4,033 | 60% | \$ 5,761 | \$ 6,038 | 105% | \$ 2,000 | \$ - | 0% | \$ 485,119 | \$ 111,576 | 23% | \$ 954,886 | \$ 458,537 | 48% | |
| Non-Operating | | | | | | | | | | | | | | | | | | | | |
| Capital Outlay | \$ 20,000 | \$ 3,984 | 20% | | | | | | | | | | | \$ 10,000 | \$ - | 0% | \$ 30,000 | \$ 3,984 | 13% | |
| Subtotal | \$ 20,000 | \$ 3,984 | 20% | | \$ - | \$ - | NA | \$ - | \$ - | NA | \$ - | \$ - | | \$ 10,000 | \$ - | 0% | \$ 30,000 | \$ 3,984 | 13% | |
| TOTAL | \$ 475,333 | \$ 340,874 | 72% | | \$ 6,673 | \$ 4,033 | 60% | \$ 5,761 | \$ 6,038 | 105% | \$ 2,000 | \$ - | 0% | \$ 495,119 | \$ 111,576 | 23% | \$ 984,886 | \$ 462,521 | 47% | |
| NET INCOME | | | | | | | | | | | | | | | | | | | | |
| Operating | \$ (45,833) | \$ 104,274 | | | \$ (6,673) | \$ 1,412 | | \$ 13,939 | \$ 10,029 | | \$ (2,000) | \$ - | | \$ (464,419) | \$ (101,611) | | \$ (504,986) | \$ 14,105 | | |
| Non-Operating | \$ - | \$ (3,084) | | | \$ 7,000 | \$ - | | \$ - | \$ - | | \$ 20,500 | \$ - | | \$ (10,000) | \$ - | | \$ 17,500 | \$ (3,084) | | |
| TOTAL | \$ (45,833) | \$ 101,190 | | | \$ 327 | \$ 1,412 | | \$ 13,939 | \$ 10,029 | | \$ 18,500 | \$ - | | \$ (474,419) | \$ (101,611) | | \$ (487,486) | \$ 11,021 | | |

{1} The majority of Marina Moorage revenue is recognized when billed in December

PORT OF HOOD RIVER

FY26 WATERFRONT RECREATION DEPT. BY SITE - BUDGET VS ACTUAL

For the period ending March 31, 2026 (75%)

| | Event Site | | | Nichols Basin | | | Hook | | | Spit | | | Trails & Footbridge | | | Total Waterfront Properties | | |
|--------------------------------|---------------------|---------------------|------------|---------------------|---------------------|------------|--------------------|--------------------|------------|--------------------|--------------------|------------|---------------------|-------------------|------------|-----------------------------|---------------------|------------|
| | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % |
| REVENUE | | | | | | | | | | | | | | | | | | |
| Operating | \$ 20,000 | \$ 10,280 | 51% | \$ 5,000 | \$ 1,385 | 28% | \$ 8,000 | \$ 425 | 5% | \$ 3,500 | \$ 650 | 19% | | | | \$ 36,500 | \$ 12,740 | 35% |
| Non-operating: | | | | | | | | | | | | | | | | | | |
| Grants, interest, other income | \$ 91,000 | \$ 3,000 | 3% | \$ 20,000 | \$ - | 0% | | | NA | | | | \$ - | \$ 10,005 | | \$ 111,000 | \$ 13,005 | 12% |
| TOTAL | \$ 111,000 | \$ 13,280 | 12% | \$ 25,000 | \$ 1,385 | 6% | \$ 8,000 | \$ 425 | 5% | \$ 3,500 | \$ 650 | 19% | \$ - | \$ 10,005 | NA | \$ 147,500 | \$ 25,745 | 17% |
| EXPENSES | | | | | | | | | | | | | | | | | | |
| Operating | | | | | | | | | | | | | | | | | | |
| Personal Services | \$ 42,460 | \$ 33,632 | 79% | \$ 8,360 | \$ 3,737 | 45% | \$ 8,360 | \$ 3,768 | 45% | \$ 8,360 | \$ 3,737 | 45% | \$ - | \$ - | | \$ 67,540 | \$ 44,875 | 66% |
| Materials & Services | \$ 114,000 | \$ 42,229 | 37% | \$ 27,000 | \$ 18,287 | 68% | \$ 15,500 | \$ 5,096 | 33% | \$ 22,500 | \$ 5,783 | 26% | \$ 5,500 | \$ 11,609 | 211% {1} | \$ 184,500 | \$ 83,004 | 45% |
| Internal Services (Admin/OH) | \$ 164,984 | \$ 226,949 | 138% | \$ 71,362 | \$ 115,859 | 162% | \$ 37,928 | \$ 32,317 | 85% | \$ 38,825 | \$ 36,572 | 94% | | | | \$ 313,099 | \$ 411,697 | 131% {2} |
| Subtotal | \$ 321,444 | \$ 302,810 | 94% | \$ 106,722 | \$ 137,882 | 129% | \$ 61,788 | \$ 41,181 | 67% | \$ 69,685 | \$ 46,092 | 66% | \$ 5,500 | \$ 11,609 | 211% | \$ 565,139 | \$ 539,575 | 95% |
| Non-Operating | | | | | | | | | | | | | | | | | | |
| Capital Outlay | \$ 115,000 | \$ - | 0% | \$ 120,000 | \$ - | 0% | \$ - | \$ - | NA | \$ - | \$ - | | \$ 65,000 | \$ - | 0% | \$ 300,000 | \$ - | 0% |
| Subtotal | \$ 115,000 | \$ - | 0% | \$ 120,000 | \$ - | 0% | \$ - | \$ - | NA | | | | \$ 65,000 | \$ - | 0% | \$ 300,000 | \$ - | 0% |
| TOTAL | \$ 436,444 | \$ 302,810 | 69% | \$ 226,722 | \$ 137,882 | 61% | \$ 61,788 | \$ 41,181 | 67% | \$ 69,685 | \$ 46,092 | 66% | \$ 70,500 | \$ 11,609 | 16% | \$ 865,139 | \$ 539,575 | 62% |
| NET INCOME | | | | | | | | | | | | | | | | | | |
| Operating | \$ (301,444) | \$ (292,530) | | \$ (101,722) | \$ (136,497) | | \$ (53,788) | \$ (40,756) | | \$ (66,185) | \$ (45,442) | | \$ (5,500) | \$ (11,609) | | \$ (528,639) | \$ (526,835) | |
| Non-Operating | \$ (24,000) | \$ 3,000 | | \$ (100,000) | \$ - | | \$ - | \$ - | | \$ - | \$ - | | \$ (65,000) | \$ 10,005 | | \$ (189,000) | \$ 13,005 | |
| TOTAL | \$ (325,444) | \$ (289,530) | | \$ (201,722) | \$ (136,497) | | \$ (53,788) | \$ (40,756) | | \$ (66,185) | \$ (45,442) | | \$ (70,500) | \$ (1,605) | | \$ (717,639) | \$ (513,830) | |

- {1} This includes cleanup on the Indian Creek Trail. Although it is overbudget for the line item it does not affect the overall General Fund budget because the amount is so small compared to other operational budgets.
- {2} Significant effort has gone into keeping the waterfront maintained. The Director of the Asset Management Department has contracted with a landscaping company that will hopefully save the Port some money.

PORT OF HOOD RIVER

FY26 ADMINISTRATION FUND ANALYSIS BY DEPARTMENT - BUDGET VS ACTUAL

For the period ending March 31, 2026 (75%)

| | Executive/Contracting | | | Communications/IT | | | Finance/General Office | | | Human Resources/Payroll | | | Insurance/Risk/Safety | | | Asset Management/Maint | | | Capital Development | | | Non-Departmental | | | TOTAL ADMINISTRATION FUND | | | | | | |
|--------------------------------|-----------------------|-------------------|------------|-------------------|-------------------|------------|------------------------|--------------------|------------|-------------------------|---------------------|------------|-----------------------|-------------------|-------------------|------------------------|---------------------|-------------------|---------------------|-------------------|------------------|------------------|-------------------|------------------|---------------------------|---------------------|---------------------|--------------|--------------|--------------|-----|
| | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | BUDGET | YTD | % | | | | |
| REVENUE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating | \$ 668,822 | \$ 382,359 | 57% | \$ 221,450 | \$ 122,467 | 55% | \$ 858,578 | \$ 679,758 | 79% | \$ 252,650 | \$ 132,451 | 52% | \$ 193,000 | \$ 131,308 | 68% | \$ 1,344,580 | \$ 816,844 | 61% | \$ 165,720 | \$ 28,783 | 17% | \$ 55,000 | \$ 24,903 | 45% {1} | \$ 3,759,800 | \$ 2,318,873 | 62% | | | | |
| Non-operating: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Grants, interest, other income | \$ 50,000 | \$ - | 0% | | | | | | NA | \$ 300,000 | \$ 300,000 | NA | {2} | | | | | \$ - | \$ - | NA | \$ 550,000 | \$ 88 | 0% | \$ 900,000 | \$ 306,528 | 34% | | | | | |
| Transfers In | \$ - | | NA | | | | | | NA | \$ 1,200,000 | \$ 1,200,000 | 100% | {3} | | | | | | | | | | | | | | \$ 1,200,000 | \$ 1,200,000 | 100% | | |
| TOTAL | \$ 718,822 | \$ 382,359 | 53% | \$ 221,450 | \$ 122,467 | 55% | \$ 858,578 | \$ 679,758 | 79% | \$ 1,752,650 | \$ 1,632,451 | 93% | | \$ 193,000 | \$ 131,308 | 68% | \$ 1,344,580 | \$ 823,284 | 61% | \$ 165,720 | \$ 28,783 | 17% | \$ 605,000 | \$ 24,992 | 4% | \$ 5,859,800 | \$ 3,796,618 | 65% | | | |
| EXPENSES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Personal Services | \$ 398,100 | \$ 292,289 | 73% | \$ 39,050 | \$ 21,797 | 56% | \$ 555,150 | \$ 443,036 | 80% | \$ 179,650 | \$ 86,707 | 48% | \$ - | \$ - | NA | \$ 1,151,280 | \$ 764,014 | 66% | \$ 155,720 | \$ 28,783 | 18% | | | | | | | \$ 2,478,950 | \$ 1,636,626 | 66% | |
| Materials & Services | \$ 340,150 | \$ 94,268 | 28% | \$ 182,400 | \$ 100,669 | 55% | \$ 339,000 | \$ 247,516 | 73% | \$ 73,000 | \$ 45,744 | 63% | \$ 193,000 | \$ 131,308 | 68% | \$ 108,300 | \$ 59,270 | 55% | \$ 10,000 | \$ - | 0% | | | | | | | \$ 1,245,850 | \$ 678,775 | 54% | |
| Subtotal | \$ 738,250 | \$ 386,558 | 52% | \$ 221,450 | \$ 122,467 | 55% | \$ 894,150 | \$ 690,552 | 77% | \$ 252,650 | \$ 132,451 | 52% | \$ 193,000 | \$ 131,308 | 68% | \$ 1,259,580 | \$ 823,283 | 65% | \$ 165,720 | \$ 28,783 | 17% | \$ - | \$ - | NA | | | | \$ 3,724,800 | \$ 2,315,401 | 62% | |
| Non-Operating | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Capital Outlay | | | | | | | \$ 10,000 | \$ 10,000 | 100% | | | | | | NA | \$ 85,000 | \$ - | 0% | \$ - | \$ - | NA | | | | | | | \$ 95,000 | \$ 10,000 | 11% | |
| Contingency | | | | | | | | | | | | | | | NA | | | | \$ - | \$ - | | \$ 540,000 | \$ - | 0% | | | | \$ 540,000 | \$ - | 0% | |
| Other | | | | | | | | | | \$ 1,500,000 | \$ 1,500,000 | 100% | {4} | | | | | | | | | | | | | | | \$ 1,500,000 | \$ 1,500,000 | 100% | |
| Subtotal | \$ - | \$ - | NA | \$ - | \$ - | NA | \$ 10,000 | \$ 10,000 | NA | \$ 1,500,000 | \$ 1,500,000 | 100% | | \$ - | \$ - | NA | \$ 85,000 | \$ - | 0% | \$ - | \$ - | #DIV/0! | \$ 540,000 | \$ - | NA | | | | \$ 2,135,000 | \$ 1,510,000 | 71% |
| TOTAL | \$ 738,250 | \$ 386,558 | 52% | \$ 221,450 | \$ 122,467 | 55% | \$ 904,150 | \$ 700,552 | 77% | \$ 1,752,650 | \$ 1,632,451 | 93% | | \$ 193,000 | \$ 131,308 | 68% | \$ 1,344,580 | \$ 823,283 | 61% | \$ 165,720 | \$ 28,783 | 17% | \$ 540,000 | \$ - | NA | \$ 5,859,800 | \$ 3,825,401 | 65% | | | |
| NET INCOME | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating | \$ (69,428) | \$ (4,199) | | \$ - | \$ 0 | | \$ (35,572) | \$ (10,794) | | \$ - | \$ 0 | | \$ - | \$ (0) | | \$ 85,000 | \$ (6,439) | | \$ - | \$ (0) | | \$ 55,000 | \$ 24,903 | | \$ 35,000 | \$ 3,472 | | | | | |
| Non-Operating | \$ 50,000 | \$ - | | \$ - | \$ - | | \$ (10,000) | \$ (10,000) | | \$ - | \$ - | | \$ - | \$ - | | \$ (85,000) | \$ 6,440 | | \$ - | \$ - | | \$ 10,000 | \$ 88 | | \$ (35,000) | \$ (3,472) | | | | | |
| TOTAL | \$ (19,428) | \$ (4,199) | | \$ - | \$ 0 | | \$ (45,572) | \$ (20,794) | | \$ - | \$ 0 | | \$ - | \$ (0) | | \$ - | \$ 0 | | \$ - | \$ (0) | | \$ 65,000 | \$ 24,992 | | \$ - | \$ 0 | | | | | |

- {1} This is for payments received from the Bridge Authority for administrative services
- {2} State contribution for PERS side account
- {3} Port contribution for PERS side account; transfers in from General Fund and Bridge Operations Fund
- {4} Actual payment to PERS

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Port of Hood River
Capital Outlay

[10-3110-58001](#)

Post Date
01/21/2026

Halyard Capital Outlay

| Description | Amount |
|-------------------------------|---------------|
| Port Paid for 1/2 of New Door | 12,917.45 |

[10-3120-58001](#)

Post Date
01/07/2026

Jensen Capital Outlay

| Description | Amount |
|------------------------|---------------|
| Jensen Roof - Planning | 7,576.00 |

[10-3160-58001](#)

Post Date
02/17/2026

Wasco Court Capital Outlay

| Description | Amount |
|--------------------------|---------------|
| 200 Wasco Court Purchase | 1,229,447.26 |

[10-3210-58001](#)

Post Date
Various

Waterfront Trans-Dev Capital Outlay

| Description | Amount |
|--------------------|---------------|
| Roundabout Project | 386,463.12 |

[10-3330-58001](#)

Post Date
02/12/2026

Marina Basin Comm Prop Capital Outlay

| Description | Amount |
|--------------------|---------------|
| RFDI Development | 5,314.00 |

[10-4100-58001](#)

Post Date
Various
Various
Various
Various

Airport Capital Outlay

| Description | Amount |
|--------------------------|---------------|
| Airport Hangars | 289,589.06 |
| Turf Taxilane | 30,395.68 |
| AWOS | 4,232.50 |
| Terminal Building Design | 3,190.72 |

[10-8000-58001](#)

Post Date
Various

Parking Capital Outlay

| Description | Amount |
|--------------------|---------------|
| New Parking Lots | 1,209,539.84 |

| | |
|---------------------------------------|---------------------|
| Total Fund: 10 - General Fund: | 3,178,665.63 |
|---------------------------------------|---------------------|

Fund: 21 - Bridge Replacement Fund

[21-2800-58001](#)

Post Date
Various

Bridge Replacement

| Description | Amount |
|--------------------|---------------|
| ARPA Expenditures | 241,854.39 |

| | |
|--|-------------------|
| Total Fund: 21 - Bridge Replacement Fund: | 241,854.39 |
|--|-------------------|

Fund: 60 - Admin Fund

[60-1300-58001](#)

Post Date
02/12/2026

Finance Department

| Description | Amount |
|--------------------|---------------|
| Office New Printer | 10,000.00 |

| | |
|-------------------------------------|------------------|
| Total Fund: 60 - Admin Fund: | 10,000.00 |
|-------------------------------------|------------------|

| | |
|-----------------------------|----------------------------|
| Total Capital Outlay | <u>3,430,520.02</u> |
|-----------------------------|----------------------------|

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Commission Memo

Prepared by: Megan Channell, Director of Capitol
Development & Planning
Date: May 19, 2026
Re: Potential Annual Parking Agreement at
Anchor Way Parking Lot



Staff is seeking Commission feedback regarding a potential one-year pilot program to lease a limited number of parking spaces within the Port's new Anchor Way Parking Lot.

BACKGROUND

The Port has periodically received inquiries from local businesses regarding long-term parking opportunities. Most recently, a downtown hotel expressed interest in renting designated spaces within the Anchor Way Parking Lot on an annual basis.

The Anchor Way Parking Lot includes 59 parking spaces. Staff is seeking initial Commission feedback regarding whether to explore a limited pilot program for annual parking leases.

DISCUSSION CONSIDERATIONS

Potential considerations include:

- Additional parking revenue
- Support for local businesses and economic activity
- Impacts to public parking availability and seasonal demand
- Compatibility with existing and future Port parking needs
- Potential exceptions or modifications to overnight parking restrictions under Port Ordinance 30
- Establishing clear terms regarding use, fees, liability, enforcement, and revocability

Any potential pilot program would likely include a limited number of spaces, a one-year term, clearly defined conditions, and the ability for the Port to terminate or modify the arrangement if operational issues arise.

NEXT STEPS

If the Commission is interested in exploring the concept further, staff would return with a proposed pilot program, including recommended locations, fee structure, agreement terms, and operational considerations.

No action is requested at this time. Staff is seeking general Commission feedback only.

RECOMMENDATION: Discussion

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Executive Director's Report
May 19, 2026

EXECUTIVE – KEVIN GREENWOOD

- *Airport Terminal Project*
 - *Connect Oregon – 46 projects totaling \$81M were received by John Boren, Connect Program Manager, for \$30M in available funding. 20 of the projects are aviation related, 8 were from Region 1 and 8 were submitted by other Ports. The Port's \$1M application will be reviewed by both the Region 1 ACT and the Aviation Modal Committees later this summer.*
 - *EDA Grant Application – EDA requested additional/modified materials which included updated site plans, engineers estimates and federal forms. The \$6.7M application has advanced through initial environmental review in advance of the Investment Review Committee (IRC) process. In addition, EDA provided advance notice of post-IRC environmental compliance requirements including Section 106 coordination, Phase 1 ESA, FAA coordination and future historic preservation notice requirements. Staff have initiated coordination with consultants to prepare estimates for next-phase compliance requirements.*
 - *Oregon Community Renewable Energy Grant Program (CREP) – Dept. of Energy has not opened up the grant schedule for 2026, but is likely to open in the summer or early fall. The Port will apply for just under \$1M from this program.*
 - *Energy Trust of Oregon – Staff is submitting a \$40k Project Development Assistance (PDA) funding request to support renewable energy and resilience feasibility analysis. This 75% grant will benefit the CREP application. This is an action item this evening.*
 - *Project is currently less than 40% designed and the current project cost is \$9.45M fully loaded with grants paying for all but \$500k.*
- *City has formally closed the file on the Indian Creek Trail illegal vegetation removal. Hillside appears to have been stabilized (see Attachment A)*
- *Hood River County (and others) has received a pre-application for the Cascade Renewable Transmission Project (see Attachment B). The project involves a high-voltage direct current transmission line between The Dalles and Portland, with the current route designed to pass through Hood River County entirely beneath the Columbia River including underneath the Hood River Bridge (<https://www.cascaderenewable.com/>).*
- *HDR and the Port of Hood River were acknowledged at the ACEC Engineering Excellence Awards hosted by the American Council of Engineering Companies in Washington DC, earlier this month. The Hood River Bridge emergency strike was considered for the national award.*
- *Commissioner Tor Bieker and I participated in the May 13 kickoff meeting for the Hood River Confluence Ecosystem Restoration Federal Interest Determination (FID) process with the U.S. Army Corps of Engineers, Tribes, ODFW, and other project partners. The discussion focused on opportunities to restore habitat and cold-water refuge areas at the Hood River confluence, with the project being viewed as a potential model for future Columbia River tributary restoration efforts. The Port is a participant of the study as the underlying landowner. The project will likely be asking for access to Port property to start recording environmental data.*
- *Brainstorming for summer newsletter items. Please share any ideas that you'd like to see promoted.*
- *Working with local utility providers and agency partners to develop a utility master plan for Port properties.*
- *Notice to be published in paper to announce a hearing at the June meeting to adopt findings for a special procurement to contract with Aviation Management Services for continued management of the Hood River*

Airport. A resolution adopting the findings and a five-year Master Services Agreement with a year one work order will be on the June agenda.

- Fielded constituent phone calls and worked with staff on media posts for bridge welding.
- Monitoring scheduling for the Port's trip to DC later this week to advocate on behalf of airport and waterfront transportation infrastructure.
- Port is hosting a Career & Industry Day with the HRWSBA showcasing trades and workforce development on Lot 1 for
- Issued at least five citations for illegal and unsafe vehicle movements on the bridge during deck welding.
- Airport Management Report (see Attachment C)
- Meetings Attended/Scheduled
 - Rotary Board, May 13
 - Bi-State Rec Network, May 14
 - Rotary Lunch, May 14
 - KIHHR, May 18
 - Staff Mtg, May 19
 - Commission Mtg, May 19
 - Wash. DC Advocacy, May 20-22
 - MCHA/CGHA, May 26
 - SBP Weekly, May 26
 - Staff Mtg, May 26
 - HRWSBA, May 28
 - Rotary Lunch, May 28
 - Admin Network, May 28
 - Airport Lunch, Jun 1
 - Staff Mtg, Jun 2



- Rotary Lunch, Jun 4
- Rotary Programs, Jun 4
- HRWSBA, Jun 8
- SBP Weekly, Jun 9
- Staff Mtg, Jun 9
- Rotary Board, Jun 10
- Bi-State Rec Network, Jun 11
- Rotary Lunch, Jun 11
- KIHHR, Jun 15
- Energy Trust Site Visit, Jun 16
- Staff Mtg, Jun 16
- Commission Mtg, Jun 16
- Staff Mtg, Jun 17
- Exec. Dir. PTO, Jun 18-26

ADMINISTRATION – PATTY ROSAS

- Renewed Notary Public Commission
- Attended the Women's Transportation Seminar (WTS) event
- Led recruitment for the Seasonal Parking Enforcement positions; all positions have been filled
- Led recruitment for the Seasonal Facilities Crew positions; three positions have been filled and recruitment is ongoing for one additional position
- Created a Tenant Directory page for the Port website: <https://www.portofhoodriver.com/tenant-directory>
- Assisting with coordination and support for the Port's 2026–2032 Strategic Business Plan update, including scheduling stakeholder interviews
- Communications/Special Projects Report (see Attachment D)
- April Social Media Posts:
 - 4/29/2026 - May 9 Bridge Closure
 - 4/27/2026 - We're Hiring
 - 4/24/2026 - Annual Bridge Deck Welding
 - 4/23/2026 - All in a day's work at the Marina
 - 4/21/2026 - Board Meeting
 - 4/9/2026 - Reminder Bridge Closure
 - 4/2/2026 - Bridge Closure

FINANCE – DEBBIE SMITH-WAGAR

- **Hood River White Salmon Bridge Authority:**
 - *Still no news on the Bridge Investment Program (BIP) grant that the Bridge Authority hopes will fill the funding gap. Work is moving forward on design since there is sufficient funding available to complete that part of the project. There are rumors that the BIP will be announced in September in time for the November general election.*
 - *The Bridge Authority budget was approved by its budget committee this month and will go to the full commission in June.*
 - *The HNTB tolling group continues to work on a tolling plan for both the final bridge and the construction period. Debbie participates in the meetings to stay informed regarding the status of the current bridge tolling facilities.*
- **Budget:**
 - *The budget was approved by the budget committee and will be brought to the commission in June.*

REAL ESTATE/ASSET MANAGEMENT – AMANDA ROSE

- **Big 7 Building:** *Active marketing is underway for the 11,000 square feet of space located on the second floor of the building.*
- **Jensen Building:**
 - *Staff plans to execute the letter of intent with Verizon in the coming weeks as the procurement for the Jensen roof begins to take shape*
 - *Ferment Brewing is working on subleasing a portion of their office space to a local coffee roasting company.*
 - *Staff expect to have the property inspection report by the end of May*
- **Wasco Loop Building:**
 - *OHDC and Radio Terra continue to thrive in their space and are stable*
 - *JAL Construction is getting acclimated to their space within the building well.*
- **Marina East:** *Staff continue to see Columbia River Acupuncture thrive in their space*
- **Marina West:** *DMV has received approval to move forward with executing a new lease and negotiations are underway to place them in the Wasco building*
- **Airport:** *Lease negotiations continue while staff work closely with the Airport Management to ensure all leases are best aligned with airport needs*
- **Maritime Building:** *Hood River Distillers continues to do thrive in their space*
- **Halyard Building:** *pFriem has successfully reorganized their space to utilize their square footage to its full capabilities while continuing to communicate with the Port about an expansion in the building*
- **Timber Incubator Building:** *SKV LLC has vacated the space, and a new lease is expected to be executed with a new tenant in the coming weeks.*
- **Hood River Museum:** *Staff is working closely with the museum to install a “little library” exhibit to benefit the community.*
- **Facility Department:** *The facilities team continues to grow and evolve into their roles with large scale projects occurring over the past month, including preparing for the busy season at the waterfront, a large-scale dock project, and single lane closures for spring deck welding.*
- **Wasco Court 1:** *The CUP for the Wasco building has been approved, and Staff continue to work closely with SUM Design to prepare for the renovation and design of the building to potentially be the future home of the Port*
- **Bridge:**
 - *Spring deck welding occurred from May 4th-8th and May 11th-15th. Port staff and the facilities team worked closely with Bulldog Welding to ensure a smooth and successful process.*
 - *A Scheduled Bridge lift occurred on Saturday May 9th that allowed for a passing vessel to travel under the bridge as required by Maritime law.*

- Two overnight closures are scheduled for May 28th and 29th for staff to undergo mechanical and lift training
- Port staff have also begun the procurement process for Task Order 15 with bidding to close May 21st at 2pm.
- Staff will give a presentation at the June meeting outlining the new welding program.

RECREATION/MARINA – DARYL STAFFORD, WATERFRONT MANAGER

- *Training Emily Curtis, Capital Projects and Operations Coordinator, to take over Marina & Waterfront Operations. We are in the process of transitioning responsibilities with my pending retirement. Emily is assisting Megan and overseeing the operations and billing for Marina, Events, and Concessions, along with coordinating maintenance needs with the Facility team, and assisting Melissa with the Parking Program.*
- *Picnic Shelter is now open and the reservation calendar is starting to fill up.*
- *Port Event Site Host Doug Newcomb is back onsite for the season. The hosts support staff with dog education, communication with facility team for restrooms and trash, managing the lost and found, and helping people with the pay to park options. Doug also helps run the kite launch/land pad.*
- *Marine Deputy Joel Carmody is retiring after a long career with HR Sheriff's Office. He will be dearly missed. Mathew Hilla, who assisted Joel the last few years, has offered to volunteer for the HRSO as a Reserve Deputy to help cover waterfront safety calls. Matt has experience working the PNW Search & Rescue as well as the HRSO. We look forward to working with Matt!*

CAPITAL DEVELOPMENT/PLANNING - MEGAN CHANNELL

- **Marina East and Marina West Request for Developer Interest:** Responses to the Request for Developer Interest were due April 23, 2026. Port staff is reviewing the submittal materials and interviews, if needed, will be held June 1 – 5, 2026.
- **Waterfront Transportation Improvements:**
 - *Waterfront Infrastructure Progress Report, WSP (see Attachment E)*
 - *The \$1 million FY27 Congressionally Directed Spending request was advanced to subcommittee review. The subcommittee will select the projects to advance for inclusion in the appropriations bill, with announcements expected in June/July.*
 - *The project team continues to prepare the 60% design plan set, scheduled for delivery to ODOT in early July.*
 - *Per the Commission's approval, staff executed the contract amendments for KPFF and WSP to support design completion.*
 - *The STIP amendment and Immediate Opportunity Fund grant amendment are in process with ODOT, to update the scope from the Anchor Way extension to the roundabout design.*
 - *EDA is reviewing the supplemental documentation for the EDA grant amendment, with EDA to send the updated Section 106 consultation letters reflecting the updated project scope.*
 - *The FY26 BUILD grant applications (Capital Construction Grant for Phase I: 2nd Street/Riverside Drive Roundabout (\$3.8M request) and Planning Grant for Phase II: 1st Street Realignment (\$950k request)) are still under US Department of Transportation review. Per the Notice of Funding Opportunity, award notices are expected in June 2026.*
 - *The project team confirmed with ODOT that should the Port be awarded the BUILD grants, the Port can be the direct funding recipient and that ODOT does not need to serve as the certified project delivery agency on the Port's behalf to deliver the Federal Highway Administration (FHWA)-funded project.*
- **Marina Basin Master Plan:** Staff is developing the scope of work for the Marina Basin Master Plan (per Commission direction in April at Spring Planning), in coordination with the Port's Strategic Business Plan consultant team.
- **Paid Parking Program:** The Port is hiring two seasonal parking enforcement workers, with the first employee starting on May 18th.

- **Port of Hood River Foundation:** *The first meeting of the newly appointed Foundation Board was on April 22, 2026. Foundation Board member terms and officer assignments were made. The Board is focused on defining priority projects and programs prior to their next Board meeting, expected in June.*
- **Port Admin Building:** *Staff intends to initiate the Construction Management/General Contractor (CM/GC) delivery model for final design and construction for the new Admin Building remodel. The required findings and request for an exemption to use this alternative delivery approach will come to the Commission in June. The Port also will initiate an intermediate procurement to hire an Owner's Representative to support this project, with a future request for the Commission's approval of the selected consultant.*
- **Other Activity:**
 - *Ongoing coordination with the federal government affairs team (Accelerate Strategies, made available to the Port through Business Oregon) to plan for the upcoming Washington D.C. federal engagement trip May 20 – May 22, 2026.*
 - *Port staff (Megan Channell, Amanda Rose, Jana Scoggins and Patty Rosas) attended the WTS Scholarship and Awards event on April 22, 2026, which provided an opportunity to connect with regional partners and professional development for Port staff.*
 - *Met with Port of Camas/Washougal for a follow up discussion on real estate and asset management software (April 28, 2026).*
 - *Met with Steve Caputo (JettyLight) regarding next steps for safe harbor/winter moorage for the Cascade Lock's Sternwheeler (May 12, 2026).*
 - *Met with AWSI about the potential for a new event at the waterfront in September – the Surf Foil World Tour (May 12, 2026).*
 - *The first Event Site Host arrived on April 25, 2026, the second host will arrive in early June. The Port is developing volunteer agreements with each host for the 2026 season.*

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CITY OF HOOD RIVER

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

May 11, 2026

Kevin Greenwood, Executive Director
Port of Hood River
1000 East Marina Drive
Hood River, OR 97031

**Re: Code Compliance – Hillside Vegetation Removal Above Indian Creek Trail
Port of Hood River Property – Tax Lot 03N10E36BD10800**

Dear Mr. Greenwood:

The City of Hood River has completed its review of the hillside vegetation removal matter located on the above-referenced property immediately above a segment of the Indian Creek Trail.

Based on the information submitted by the Port of Hood River, including the geotechnical assessment, erosion control recommendations, and implementation of stabilization measures, the City finds that the requirements outlined in the City's August 15, 2025 correspondence have been satisfactorily addressed at this time.

Accordingly, the City considers this matter closed and no further action is currently required by the Port related to this code compliance case.

Please note, however, that the City reserves the right to reopen this matter and require additional corrective action if site conditions change, deterioration occurs, erosion or slope instability is observed, or new information becomes available indicating a threat to public safety, adjacent properties, or public infrastructure.

The City appreciates the Port's cooperation and responsiveness in addressing this matter. If you have any questions regarding this letter, please contact me at a.elder@cityofhoodriver.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Abigail Elder".

Abigail Elder, City Manager
City of Hood River

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Hood River County Community Development

Planning • Building Codes • Code Compliance • GIS

ERIC WALKER, DIRECTOR

VIA EMAIL

TO: Oregon Department of Energy
 c/o Christopher Clark, Senior Siting Analyst
 550 Capitol Street NE
 Salem, OR 97301
 (503) 871-7254
christopher.clark@energy.oregon.gov

FROM: Eric Walker, Director
 Hood River County Community Development
 601 State Street
 Hood River, OR 97031
 (541) 387-6840
eric.walker@hoodrivercounty.gov

CC: Hood River County Board of Commissioners (Special Advisory Group)
 Allison Williams, County Administrator, Hood River County
 Abigail Elder, Manager, City of Hood River
 Gordon Zimmerman, Administrator, City of Cascade Locks
 Kevin Greenwood, Executive Director, Port of Hood River
 Krystyna Wolniakowski, Executive Director, Columbia River Gorge Commission
 Casey Gatz, USDA Forest Service (Columbia River Gorge NSA)

DATE: May 4, 2026

RE: **Cascade Renewable Transmission Project (Pre-Application Notice)**

General Comments: This memo is provided on behalf of the Hood River County Board of Commissioners regarding the March 31, 2026, Notice of Pre-Application for the Cascade Renewable Transmission project. As described, the project involves a high-voltage direct current transmission line between The Dalles and Portland, with the current route designed to pass through Hood River County entirely beneath the Columbia River.

According to the notice, the project is eligible for review and approval by the Oregon Energy Facility Siting Council (EFSC) as a large energy facility. We appreciate the opportunity to evaluate the preliminary application and verify the applicable review criteria from the Hood River County Zoning Ordinance (HRCZO) and Comprehensive Plan that would apply.

Although the project extends through the Columbia River Gorge National Scenic Area (NSA), the Columbia River itself is not zoned by either the NSA Management Plan or the Hood River County Comprehensive Plan. As not being zoned, Hood River County does not have specific land use criteria that would apply to development occurring beneath the normal pool elevation of the Columbia River.

Beyond applicable zoning regulations, Hood River County remains interested in ensuring that other factors associated with the project be thoroughly vetted as part of the EFSC review process, including but not limited to sedimentation/water quality, fish habitat degradation, direct harm to fish, wildlife, and humans from electric shock and electro-magnetic field generation, potential for transmission line damage, barge/freight transport disruptions, effects on Tribal treaty rights¹, and conflict avoidance with the future Hood River-White Salmon Bridge replacement project.

Specific Comments: The documents provided with the Notice of Pre-Application that identify the applicable review criteria from the HRCZO are generally accurate with one possible exception.

Section 6.3 of the Land Use Exhibit indicates, “the Columbia River is a floodway, and the Facility must comply with Article 44 related to the Floodplain Overlay Zone.” It is accurate to say that the project is located within the floodway of the Columbia River as identified on current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps. However, the County did not zone the Columbia River as Floodplain (FP) and, therefore, development within the Columbia River is not currently subject to the requirements of HRCZO Article 44, as noted in Section 6.3.1.

That said, Hood River County is currently working with FEMA to update its flood hazard maps. While the Columbia River is not currently zoned FP, it is possible it will be when the revised flood hazard maps are proposed for adoption later this year. Should this happen, development within the Columbia River will then have to comply with HRCZO Article 44.

So, the applicability of HRCZO Article 44 depends on whether the project application precedes or follows the County’s adoption of FEMA’s revised flood maps.

Thank you again for this opportunity to provide additional comments concerning this project. Please do not hesitate to reach out should you have any questions.

¹ The Columbia River Treaty Tribes include: the Confederated Tribes of Warm Springs, the Confederated Tribes and Bands of the Yakama Nation, the Confederated Tribes of the Umatilla Indian Reservation, and the Nez Perce Tribe.



Ken Jernstedt Airfield Monthly Report

May 2026

Prepared by: Jeff Renard, Airport Manager, Aviation Management Services (AMS)

Submitted to: Kevin Greenwood

Date: May 19, 2026

Location: Ken Jernstedt Airfield (4S2), Hood River, Oregon

Aircraft Traffic Count

- **May to date** **468**
- **2026 to date** 2980 flight operations
- **2025** 10,869 flight operations
- **2024** 10,328 flight operations



Operational Updates

NOTE: Data sourced from KASZ METAR reports



2026 Total Fuel sales 4841 gallons YTD. (2025: 5672 gallons at the end of March.)

| Month | 100LL Island | 100LL Truck | Totals | Flow Fee | Amount Paid | Date Paid |
|--------------|-------------------|-----------------|--------------|---------------|-------------------|-----------|
| January | 2125 | 515 | 2640 | \$0.10 | \$264.00 | 2/6 |
| February | 1260 | 627 | 1887 | \$0.10 | \$188.70 | 3/6 |
| March | 1926 | 681 | 2607 | \$0.10 | \$260.70 | |
| April | 3319 | 755 | 4074 | \$0.10 | \$407.40 | |
| May | 1507 | 447 | 1954 | \$0.10 | \$195.40 | |
| June | 0 | 0 | 0 | \$0.10 | \$0.00 | |
| July | 0 | 0 | 0 | \$0.10 | \$0.00 | |
| August | 0 | 0 | 0 | \$0.10 | \$0.00 | |
| September | 0 | 0 | 0 | \$0.10 | \$0.00 | |
| October | 0 | 0 | 0 | \$0.10 | \$0.00 | |
| November | 0 | 0 | 0 | \$0.10 | \$0.00 | |
| December | 0 | 0 | 0 | \$0.10 | \$0.00 | |
| Total | 10137 | 3025 | 13162 | \$0.10 | \$1,316.20 | |
| | \$1,013.70 | \$302.50 | 13162 | | | |

T Hangar / Taxiway Construction: The T hangar building erection has started!!!



Facilities: The landscape / mowing contract has begun and will get caught up on the airport appearance.

Grant Closeout: We have closed out the 2 design grants and the AWOS study grants.

FBO: The FBO has been busy with the many days of nice flying weather.

Tree Removal: The tree removal should be completed in the month of May.

Complaints/Issues: None.

Meetings attended: Port Meeting, Planning Session, Budget Meeting, Executive Director update, AAAE National Expo Hangar Shortage Panel.



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May 11, 2026

Memo: Updates from Gretchen Goss



Social Media

- Social media is being handled by Port staff, with Mrs. Goss handling posts on a special request basis.

Newsletter

- July Newsletter articles being finalized and drafted during the month of May. All articles to be translated into Spanish and all work submitted to Bend Mailing by June 15. Newsletter to be published July 1st.
 - Articles include (but are not limited to)
 - Strategic Business Plan: past, present, future
 - Port & HRD awarded ACEC award
 - Focus Forward: reorg and smart stewardship
 - Financial Overview
 - Tenant Highlight TBD
 - Letter from Executive Director
 - Letter from Commission President
 - Terminal Project
 - Port of HR Foundation introduction

Port of Hood River Foundation

- Continued collaboration with Megan Chanell
 - Website is live
 - First donation accepted by the Foundation
 - First Foundation meeting held April 22, 2026
 - Working on a list of possible new names for the Foundation
 - SEO optimization for website

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Memorandum

Date: May 14, 2026

Subject: Waterfront Development Progress Report – May 2026

From: Scott Keillor; Jodi Mescher

To: Megan Channell; Kevin Greenwood
Port of Hood River Commissioners

WATERFRONT DEVELOPMENT PROGRESS REPORT

Deliverables Status

Key tasks and deliverables completed through April 2026 include:

- Began progressing 60% design.
- Submitted EDA Grant amendment request, including SHPO and Tribal notification materials.
- Compiled detailed project schedule and permit matrix for Phase I.
- Met with ODOT Region 1 to discuss project updates and plan for next steps.

Upcoming Deliverables and Milestones

- IOF grant amendment (pending review/approval by Business Oregon and ODOT).
- EDA grant amendment (in progress).
- STIP amendment (following IOF amendment approval).
- 60% design.
- Updated fact sheet for Phase I and Phase II to support upcoming congressional visit.
- Notice of pending federal funding (BUILD Grant) anticipated by end of June.

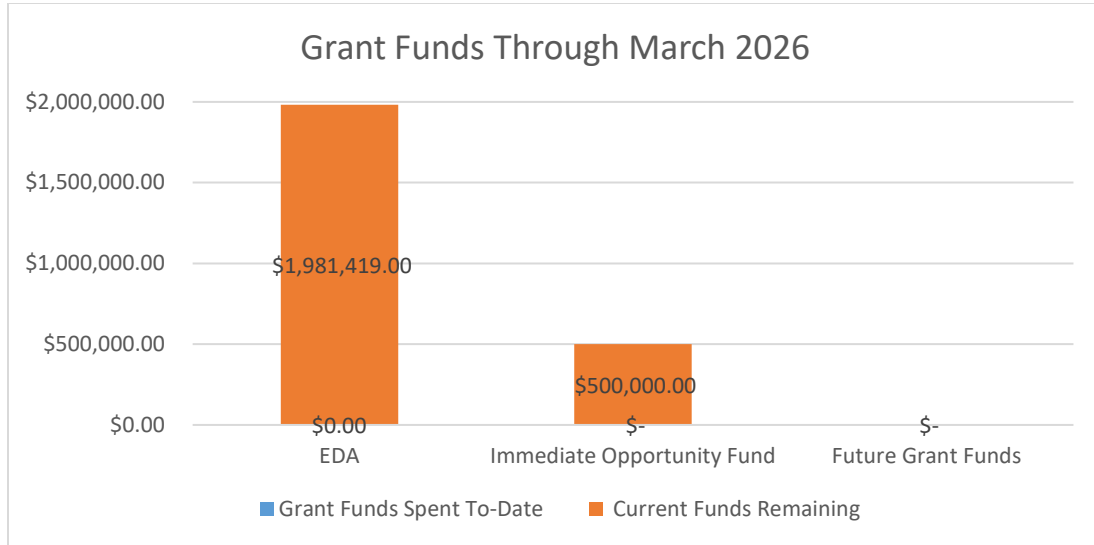
Budget Summaries

The following figure shows both the total grant funds spent and the remaining balances from the EDA Grant Fund and IOF as of March 2026 (excluding KPFF invoice from January and February 2026). Please note that IOF funds are at risk and subject to coordination with ODOT and any future STIP amendments.

MEMO: Waterfront Development Progress Report

May 2026

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WSP Owner’s Representative (O/R) Contract spent is estimated at \$302,902.90 on non-contingent tasks (66%) through March 27, 2026. Please note this does not reflect the latest contract amendment approved in April 2026.

| Task Number | Task Name | Contract Value | Previous Billed | Total Billed to Date | Contract Balance | Percent Invoiced | Current Invoice |
|--------------|------------------------------|-------------------|-------------------|----------------------|-------------------|------------------|------------------|
| 1.0 | Project Management | 62,759.15 | 58,404.12 | 59,683.35 | 3,075.80 | 95.10% | 1,279.23 |
| 2.0 | Grant Writing | 151,620.71 | 128,482.99 | 128,482.99 | 23,137.72 | 84.74% | 0.00 |
| 3.0 | Grant Management | 19,999.19 | 19,353.73 | 19,593.38 | 405.81 | 97.97% | 239.65 |
| 4.0 | Due Diligence | 8,948.06 | 5,462.73 | 7,672.97 | 1,275.09 | 85.75% | 2,210.24 |
| 5.0 | Port and Agency Coordination | 163,342.64 | 72,414.28 | 79,440.93 | 83,901.71 | 48.63% | 7,026.65 |
| 6.0 | Communications Materials | 10,461.89 | 2,256.37 | 2,256.37 | 8,205.52 | 21.57% | 0.00 |
| 7.0 | YE Documents | 5,032.14 | 4,490.41 | 4,490.41 | 541.73 | 89.23% | 0.00 |
| | Expenses | 2,998.20 | 0.00 | 0.00 | 2,998.20 | 0.00% | 0.00 |
| | Sub_Sprout | 15,000.00 | 1,282.50 | 1,282.50 | 13,717.50 | 8.55% | 0.00 |
| Total | | 440,161.98 | 292,147.13 | 302,902.90 | 137,259.08 | 68.82% | 10,755.77 |

KPFF/DKS/Walker Macy Design Contract: Est. \$408,553.72 of \$487,000 budget (84%) through March 31, 2026.

| | Fee | % Complete | Invoice | | |
|---|-------------------|--------------|-------------------|-------------------|------------------|
| | | | To Date | Previous | Current |
| Project Management (includes ASR 1) | 76,237.60 | 85.12 | 64,893.45 | 64,893.45 | 0.00 |
| Site Evaluation and Data Collection (includes ASR 1) | 69,367.86 | 100.00 | 69,367.86 | 69,367.86 | 0.00 |
| ICE Revision (Reallocation of ASR 1 Contingency) | 30,898.68 | 100.00 | 30,898.68 | 30,898.68 | 0.00 |
| Design Engineering (includes ASR 1) | 297,373.86 | 78.30 | 232,843.73 | 206,734.31 | 26,109.42 |
| Stormwater Analysis (includes ASR 1) | 10,550.00 | 100.00 | 10,550.00 | 10,550.00 | 0.00 |
| Total: | 484,428.00 | 84.34 | 408,553.72 | 382,444.30 | 26,109.42 |

Risks and Mitigations

1. STIP and IOF amendment approvals are required, or grant funds may be at risk.
 - a. Mitigation: Long-term need to work with ODOT on project design.
 - b. Mitigation: Long-term need to work with funding partners on project scope and schedule.
2. NEPA compliance may cause schedule delays as the project scope and APE have been revised from when the Categorical Exclusion was initially determined by EDA.
 - a. Mitigation: Ongoing coordination with EDA to initiate consultation on amended APE.
 - b. Mitigation: Ongoing coordination with EDA and/or FHWA to determine next steps (depending on funding partners).
3. Potential time and construction material cost increases due to schedule delay to reach concurrency on RAB design.
 - a. Mitigation: Continue to coordinate with ODOT for efficient review times and agency coordination.

NEXT STEPS

The design team is progressing with the 60% design phase, aiming to finish by summer. Ongoing coordination with ODOT/Business Oregon will ensure the IOF grant agreement is updated so that the revised scope remains consistent with the IOF program. Materials for tribal and SHPO consultation on the expanded project Area of Potential Effect (APE) have been submitted to EDA to be distributed by the agency. Next steps will include coordinating with EDA during review of the amendment materials and to determine whether they may utilize the existing Categorical Exclusion.