



## PORT OF HOOD RIVER COMMISSION

### AGENDA

Tuesday, November 19, 2024

Port Conference Room

1000 E. Port Marina Drive, Hood River

View meeting at: <https://www.youtube.com/@portofhoodriver2178/streams>

---

### Meeting will begin upon adjournment of Fall Planning

#### 1. Call to Order

- a. Modifications, Additions to Agenda
- b. Public Comment (5 minutes per person per subject; 30-minute limit)
  1. Steve Carlson – Marina Billing (*In Person*)
  2. Tracey Tomashpol – 501(c)(3) (*Written Comment, Pg. 3*)

#### 2. Consent Agenda

- a. Approve Minutes from Oct. 15, 2024 Regular Session and Oct. 22, 2024 Special Mtg. (*P. Rosas, Pg. 5*)
- b. Approve Changes to the 2025 Waterfront Parking Plan (*D. Stafford, Pg. 11*)
- c. Approve Res. No. 2024-25-12 Adopting Event/Picnic Shelter Rules & Regulations (*D. Stafford, Pg. 13*)
- d. Approve Resolution No. 2024-25-13 Adopting Marina Rules & Regulations (*D. Stafford, Pg. 23*)
- e. Approve Resolution No. 2024-25-14 Adopting the Revised Master Fee Schedule (*D. Stafford, Pg. 47*)
- f. Approve Accounts Payable to Beery, Elsner & Hammond, LLP (*D. Smith-Wagar, Pg. 55*)

#### 3. Executive Director Report (*K. Greenwood, Pg. 59*)

#### 4. Commissioner, Committee Reports

#### 5. Commission Call/Upcoming Meetings

- a. Upcoming Meetings:
  1. Regular Session – December 17, 2024
  2. Regular Session – January 21, 2025
  3. Regular Session – February 18, 2025

#### 6. Confirmation of Commission Directives to Staff

#### 7. 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.*

This page intentionally left blank.

October 15, 2024

Hi Commissioners,

I wanted to express my concern over the proposed "Foundation" that the Port plans to consider this evening. There are multiple issues that seem to be of interest to the community.

First, this idea has evolved out of the desire to find funding for operations along the waterfront and other parks. I first heard the idea as part of the license plate scheme. But Oregon's special license plate can only be sold by 501C3 organizations. The best known ones in the state include the Coastal Playground plate – supporting OSU's Marine Mammal Institute, the Pacific Wonderland plate supporting the state's historical society ... and more.

Last month, we learned in the finance report that "The attorney helping with the by-laws says it cannot look like the not-for-profit is merely a "shell" of the Port. What this means is that parks maintenance is already a requirement of the Port, so it can't really be replicated in the not-for-profit."

Now we come to tonight's proposal. The IRS says that a 501c3 must have a purpose that "charitable, educational, and/or scientific".

So tonight's resolution states that the purpose of this non-profit formed by the Port will be "to support the Port of Hood River in charitable, educational, and scientific endeavors."

Come on ... then the proposed bylaws of this new foundation state "This Corporation shall hold its primary purposes to be charitable, educational and scientific purposes of a 501(c)(3), including to support the governmental property of Hood River."

This doesn't really mean anything – it's repeating boilerplate from the IRS.

This stated purpose – supporting the governmental property of Hood River - is ambiguous at best. Governmental property means both real and personal property of a government agency. Does that mean that the Foundation could spend funds to get Port employees new computers? That might be "supporting" governmental property but is hardly charitable, educational, or scientific. And remember the legal counsel's warning that a foundation can't just be a shell raising funds for things the Port is supposed to pay for. Furthermore, the purpose isn't even limited to the Port – because the City and County of Hood River also have governmental property. Will the Foundation be helping those?

Please compare this so-called purpose of your non-profit to other organizations in the county. We read REAL missions like the one from the Library Foundation, which describes its "mission to raise funds and community support to ensure vibrant libraries in Hood River County."

I urge you to go back to the drawing board and consider what real mission a Port Foundation (if at all appropriate) would or should have).

Further, the suggestion in tonight's proposal that Port staff are going to keep the records for this Foundation, file the annual taxes for the Foundation, and do the annual audit for the foundation are concerning. What kinds of controls will be in place to ensure separation of duties between Port staff and Foundation volunteers? How will Foundation funds be adequately segregated and NOT applied to required Port maintenance and operations?

If the Port Foundation is a part of the Port's operations in some way, what sort of public meeting laws will be used to notify the public of meetings, agenda, minutes, and so on?

Again ... this feels premature and as though it's still being done as a way to get additional funds as the future of no bridge tolls and rising maintenance costs loom. Perhaps other avenues including the sale of port properties that are not financially viable or require subsidies should be considered first. Please note I also couldn't find any other Port in the state with a "Foundation." Is there one?

Thanks for your time.

Tracey Tomashpol  
Hood River

---

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

---

### Regular Session

**PRESENT: Commissioners:** Kristi Chapman, Heather Gehring, Mike Fox, Ben Sheppard, and Tor Bieker. **Staff:** Kevin Greenwood, Debbie Smith-Wagar, Daryl Stafford, Ryan Klapprich, Jeff Renard, and Patty Rosas. **Legal Counsel:** Heather Martin, BEH. **Guests:** Tracey Tomashpol; Noah Noteboom, Columbia Gorge News.

**ABSENT:** None

1. **CALL TO ORDER:** President Kristi Chapman called the meeting to order at 5:00 p.m.
  - a. **Modifications, Additions to Agenda:** The reference to the Hoby Hangar was incorrect and should be the Streich Hangar.
  - b. **Public Comment:** Tracy Tomashpol, a Hood River resident, raised concerns about the proposed foundation, questioning its overall purpose and the potential for conflicts of interest. Tomashpol suggested that the foundation's mission should be more clearly defined with a specific focus on charitable endeavors. Additionally, she recommended that Port staff should not be responsible for managing the foundation's records and finances. Tomashpol also emphasized the importance of adhering to public meeting laws to ensure transparency in the foundation's operations. She concluded her remarks by congratulating the team on the successful bridge celebration.
2. **CONSENT AGENDA:**
  - a. Approve Minutes from the September 17, 2024, Regular Session
  - b. Approve Resolution No. 2024-25-7 Establishing Public Meeting Training Policy
  - c. Approve Purchase of Hangar Door with Kevin Cole Construction at the Streich Hangar (originally referred to as the Hoby Hangar).
  - d. Approve Accounts Payable to Beery, Elsner & Hammond, LLP

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

**Move:** Fox

**Second:** Bieker

**Discussion:** Questions were raised about Consent Item 2(c) concerning the hangar doors, specifically regarding the details included in the quotes. Staff assured the Commission that the quotes had been thoroughly reviewed and recommended proceeding with the quote from Kevin Cole Construction. The Commission also suggested that future quotes include additional details to provide greater clarity.

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

**MOTION CARRIED**

3. **INFORMATIONAL REPORTS:**
  - a. **Height Restriction Memo** – A discussion took place regarding the various height restriction options. It was noted that the least expensive option would likely not address the height restriction concerns, while the other alternatives were considered too costly. The Commission reached a consensus not to move forward with this item during the Fall Planning Session.

**4. PRESENTATIONS & DISCUSSION ITEMS:**

- a. **North Apron (Jeanette Road) Building Criteria** – Jeff Renard of Aviation Management Services discussed the building criteria for land leases on the North Apron building pad off Jeanette Road, such as a vegetation barrier, hangar parking, resolving the Terry Brandt easement issue, and ensuring access for fire department and garbage trucks. Renard proposed relocating the parking area onto airport property and installing a keypad-controlled gate off Jeanette Road. He also highlighted the infrequent use of the Terry Brandt easement and suggested creating a drive lane with proper markings to accommodate both vehicular traffic and the taxiway to the Terry Brandt property. Commissioner Tor Bieker confirmed that the proposal aligns with the Airport Advisory Committee's (AAC) recommendations. A discussion followed regarding layout and access options, with the Commission stressing the need to optimize space to generate revenue. The Commission agreed to proceed with obtaining a developer proposal, with the condition that any land lease must include investments in vegetation, fire truck turnaround and asphalted parking.
  
- b. **Waterfront Development Proposals** – Daryl Stafford, Waterfront Manager, reported that this topic was brought forward in accordance with Resolution No. 2023-24-18, which pertains to Waterfront recreation development and concession permits. The Resolution notes that related presentations be considered as agenda items twice a year. While staff has received inquiries, none of the proposals have met the current guidelines outlined in the Resolution. Stafford sought direction from the Commission on whether to include these proposals in the upcoming Fall Planning Session for review. The Commission reached a consensus for staff to assess if any proposals meet the Port's criteria, and if so, to present them at the Fall Planning Session. Additionally, the Commission agreed to revisit the Resolution in the spring.

- 5. EXECUTIVE DIRECTOR REPORT:** Kevin Greenwood, Executive Director, discussed the potential impact of the Federal Emergency Management Agency (FEMA) biological opinion on the flood insurance program, noting its significant potential to affect development within flood zones. The Commission was also presented with a draft fact sheet for the roundabout project near Lot 1. In addition, a section of the bridge's portal truss was donated to The History Museum of Hood River County and is now on display. It was further reported that nearly \$12,000 in merchandise sales were generated during the Centennial event. Staff provided feedback on the event, including mention of an incident involving the security team. Greenwood also reminded the Commission of a Special Meeting scheduled for October 22.

Lastly, Commissioner Mike Fox gave an update on the new bridge project, stating that the cost estimate has risen to \$1.12 billion, largely due to industry-specific inflation of 51.3% and the need for deeper foundation work. The Hood River-White Salmon Bridge Authority (HRWSBA) plans to apply for a \$532 million Bridge Investment Program (BIP) grant.

**6. COMMISSIONER, COMMITTEE REPORTS:** None

**7. ACTION ITEMS:**

- a. **Approve Resolution No. 2024-25-8 Adopting Updated Employee Handbook** – Debbie Smith-Wagar, Finance Director, noted that the handbook has not been updated since 2018 and acknowledged that Patty Rosas and Jana Scoggins were instrumental in the recent updates to the handbook.

**Motion:** Move to approve Resolution No. 2024-25-8 adopting the updated employee handbook.

**Move:** Bieker

**Second:** Fox

**Discussion:** Concerns were raised and addressed regarding the benefits package, particularly related to the three floating holidays and value-based compensation. Additionally, a request was made to clarify on the comparison sheet that the insurance coverage includes both employee and family options.

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

**MOTION CARRIED**

- b. **Authorize Negotiations with Tom Bacci, Kidder Mathews for Real Estate Services.** Greenwood discussed the hiring of a new real estate agent and sought the Commission's approval to enter into negotiations with Tom Bacci for a master service agreement and associated work orders. These agreements would be negotiated and presented to the Commission for final approval.

**Motion:** Move to authorize entering negotiations with Tom Bacci, Kidder Mathews, on a master services agreement and work orders.

**Move:** Sheppard

**Second:** Fox

**Discussion:** Commissioner Ben Sheppard emphasized the need for an agreement to be initially term-limited with no financial obligations for the Port at the end of that term. Greenwood highlighted Bacci's extensive experience and local government background.

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

**MOTION CARRIED**

- c. **Approve 501(c)(3) Bylaws** – Smith-Wagar discussed creating a 501(c)(3) foundation to secure funding for projects, particularly an emergency resource center at the airport. Due to time constraints, former attorney Joanna Lyons-Antley was enlisted to draft the non-profit Bylaws. She confirmed that a generic purpose for the foundation could benefit both the waterfront and the airport while ensuring that funds are legally separate and transparently accounted for.

**Motion:** Move to approve Resolution No. 2024-25-9 to form a 501(c)(3) corporation.

**Move:** Bieker

**Second:** Gehring

**Discussion:** Commissioner Sheppard highlighted the importance of defining the management structure, considering whether to appoint an external board or have the current Commission oversee it, and emphasized the need for clear fee structures to prevent misuse of funds.

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

**MOTION CARRIED**

8. **COMMISSION CALL:** None

9. **UPCOMING MEETINGS:** No Discussion

10. **CONFIRMATION OF DIRECTIVES:**

- a. On the handbook comparison sheet clarify that the insurance coverage includes both employee and family options.

11. **EXECUTIVE SESSION:** President Kristi Chapman recessed Regular Session at 6:21 p.m. to call the Commission into Executive Session under ORS 192.660(i) – Performance evaluations of public officers and employees.

**12. POSSIBLE ACTION:** The Commission was called back into Regular Session at 6:48 p.m. The Commission discussed the pay rate of the Executive Director, and the following action was taken as a result:

- Motion:** Move to approve a 2.1% CPI increase and a one-time bonus of \$10,000 for Kevin Greenwood, and to renew his Executive Director contract through September 30, 2027.
  - Move:** Fox
  - Second:** Gehring
  - Discussion:** None
  - Vote:** **Ayes:** Chapman, Gehring, Sheppard, Fox, and Bieker
- MOTION CARRIED**

**13. ADJOURN:** The meeting was adjourned at 6:55 p.m.

**ATTEST:**

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

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



---

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

---

### Special Meeting

**PRESENT: Commissioners:** Kristi Chapman, Heather Gehring (arrived at 4:15 p.m.), Mike Fox, Ben Sheppard, and Tor Bieker. **Staff:** Kevin Greenwood, Debbie Smith-Wagar, and Patty Rosas.

**ABSENT:** None

**1. CALL TO ORDER:** President Kristi Chapman called the meeting to order at 4:00 p.m.

**2. ACTION ITEMS:**

**a. Approve amendment No. 1 with HRK Engineering for Parking Lot Design.**

**Motion:** Move to authorize contract amendment with HRK engineering for waterfront parking lot development, not to exceed \$78,150 pending administrative and legal review, plus a \$5,000 placeholder for engineering coordination.

**Move:** Bieker

**Second:** Fox

**Discussion:** The request was made to include approximately \$5,000 at the discretion of the Executive Director to ensure that the design and plans align with the larger roundabout transportation project. It was also recommended that the contractors communicate with each other.

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

**MOTION CARRIED**

**b. Approve Real Estate Master Services Agreement and Work Orders with Tom Bacci, Kidder Mathews for Real Estate Services.**

**Motion:** Move to approve the master service agreement and work orders with Tom Bacci, Kidder Mathews for real estate services.

**Move:** Bieker

**Second:** Fox

**Discussion:** Questions were raised regarding the contract term. Executive Director Kevin Greenwood clarified that the contract permits multiple work orders, with an initial 6-month probationary period before any renewal.

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

**MOTION CARRIED**

**c. Approve Master Services Agreement and Work Order with SUM Design for Architectural Services.**

**Motion:** Move to authorize Master Service Agreement and Work Order No. 1 with SUM Design Studio, LLC, in an amount not to exceed \$91,000 pending administrative and legal review.

**Move:** Fox

**Second:** Bieker

**Discussion:** The group discussed tasks for architectural services.

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

**d. Approve Resolution No. 2024-25-10 changing rules at the Ken Jernsted Airfield.**

**Motion:** Move to adopt a resolution removing the Calm Wind Runway designation from Runway 7 at the Ken Jernsted Airfield.  
**Move:** Bieker  
**Second:** Fox  
**Discussion:** It was noted that the removal of the designation of Runway 7 as the Calm Wind Runway was for safety reasons, as the current wind information was unreliable.  
**Vote:** **Ayes:** Chapman, Gehring, Sheppard, Fox, and Bieker  
**MOTION CARRIED**

**e. Approve Amendment No. 2 Employment Contract with Kevin Greenwood.**

**Motion:** Move to approve Amendment No. 2 employment contract with Kevin Greenwood Executive Director with adjustments to the pay and a one-time bonus.  
**Move:** Fox  
**Second:** Gehring  
**Discussion:** None  
**Vote:** **Ayes:** Chapman, Gehring, Sheppard, Fox, and Bieker  
**MOTION CARRIED**

**f. Approve Bridge Authority Letter of Support for BIP Grant.**

**Motion:** Move to approve the Bridge Authority Letter of Support for the Bridge Investment Program (BIP) Grant.  
**Move:** Fox  
**Second:** Gehring  
**Discussion:** None  
**Vote:** **Ayes:** Chapman, Gehring, Sheppard, Fox, and Bieker  
**MOTION CARRIED**

**3. COMMISSION CALL:** None

**4. ADJOURN:** The meeting was adjourned at 4:20 p.m.

**ATTEST:**

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

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

# Commission Memo

Prepared by: Daryl Stafford, Waterfront Manager  
Date: November 19, 2024  
Re: Approve Changes to Waterfront Parking Plan



---

During the November 19, 2024, Fall Planning session, staff provided the Commission with recommendations for updates to the 2025 Parking Plan. The Commission discussed the following:

**1. Annual Passes:**

- a. Locals Discount Pass
- b. Mid-Week Pass
- c. Bronze/Silver/Gold passes
- d. Value Pass

**2. Expense Reductions:**

- a. Close the Event Site Booth information center

**3. Event Parking:**

- a. Require large events at the Event Site [300+ people] to rent additional parking in Lot #1 for event patrons.

If the Commission approves any changes to the Parking Plan, the Parking Fee Schedule will need updating. Resolution No. 2024-25-14, which includes the proposed fee changes highlighted in red, is ready for approval as a separate line item on the Consent Agenda. Additionally, the Waterfront Policy Resolution No. 2023-24-22 will need codification to reflect the approved changes.

**RECOMMENDATION:** Motion to approve changes to the 2025 Waterfront Parking Plan, update the Waterfront Policy to reflect these changes by referencing Resolution No. 2023-24-22, and create a new resolution to codify the changes.

-###-

This page intentionally left blank.

# Commission Memo

Prepared by: Daryl Stafford, Waterfront Manager  
Date: November 19, 2024  
Re: 2025 Event and Picnic Shelter:  
Rules, Regulations, Fees & Requirements



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

The key points that were reviewed were:

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

Staff recommends the following changes to the Event Rules and Regulations and Event Fee Schedule:

1. Re-open the Marina Park Picnic Shelter for rental if the Facility Department can hire enough summer help to clean and maintain it. The proposed fee is \$500 per day Friday-Sunday and \$250 per day Monday-Thursday. Reservations must be made online.
2. Require large events held at the Event Site [300+ people], to rent and manage additional parking in Lot #1.

See Exhibit "A"- Event and Picnic Shelter: Rules, Regulations, Fees, & Requirements proposal; changes shown in red.

Resolution No. 2024-25-14, which includes the proposed fee changes highlighted in red, is ready for approval as a separate line item on the Consent Agenda.

**RECOMMENDATION:** Motion to approve Resolution No. 2024-25-12 adopting the Event and Picnic Shelter: Rules, Regulations, Fees, & Requirements with recommended changes.

This page intentionally left blank.

PORT OF HOOD RIVER  
Resolution No. 2024-25-12

A RESOLUTION ADOPTING UPDATED EVENT AND PICNIC SHELTER:  
RULES, REGULATIONS, FEES, & REQUIREMENTS

WHEREAS, the Port of Hood River maintains ongoing rules, regulations, fees, and requirements for its Events and Picnic Shelter use; 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 Event and Picnic Shelter 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 Rules, Regulations, Fees, and Requirements: The updated Event and Picnic Shelter Rules, Regulations, Fees, and Requirements, as presented and attached as Exhibit.A to this resolution, are hereby adopted and shall take effect on January 1, 2025.
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 Event and Picnic Shelter rules, regulations, fees, and requirements that conflict with this resolution are hereby repealed.

Adopted by the Board of Commissioners of the Port of Hood River this 19th day of November 2024.

SIGNED

---

Kristi Chapman, President

ATTEST

---

Michael Fox, Secretary

This page intentionally left blank.



## PORT OF HOOD RIVER

### EVENT and PICNIC SHELTER: RULES, REGULATIONS, FEES, & REQUIREMENTS

---

#### PURPOSE

The purpose of the Rules and Regulations is to make Port public spaces available for reasonable use, and to provide a process for the reservation of such space. Subject to these Rules and Regulations, the Port will consider public spaces for special events and uses when they do not overly restrict access by the general public or interfere with Port business operations. A User Agreement is required for the use of Port Property for special events or uses. A special event or use is any activity that attracts people to a specific location for commercial or other purposes.

The Port retains the right to cancel any scheduled use in the event of an emergency or for other Port requirements, as determined in the sole discretion of the Port's Executive Director. In the event a scheduled use must be canceled, the Port will provide the Permittee with as much notice as possible.

Event information posted on Port's website: <https://www.portofhoodriver.com/events-on-port-property>

---

#### EVENTS

**1. Application Fee and Form:** A completed Event Online Application is due 60 days prior to all Port waterfront and park events. If the application is approved, there is a \$200 non-refundable deposit required to confirm the reservation. A Special Event Use Agreement will be provided to the applicant via email and shall serve as confirmation and proof of reservation. If the Port denies the application, notification will be provided by email.

**2. Event Contract:** An approved Special Event Use Agreement is required to reserve any Port property or facility for any event or gathering that involves more than visiting or routine use by the public at large. User Agreements are issued by the Port in its sole discretion based upon an evaluation of availability of Port properties, as well as the nature and duration of the proposed use. Failure of the applicant to fully disclose intended use may result in immediate cancellation of reservation and denial of subsequent use.

**3. Site & Parking Plans:** Site & parking plans must be provided to and accepted by the Port for those events using equipment, booths, garbage handling, portable sanitation, staging and/or entertainment using amplified sound systems. Races, walks, bikathons, etc., must provide a route map to the Port. The Permittee shall conduct the event in conformance with Port-approved policies and other Port requirements. City noise restrictions may apply. It is the responsibility of the permittee to provide information regarding parking locations and fees to participants and guests.

**4. Parking:** Permittee and all event attendees must observe and adhere to the Port's parking regulations as indicated by signage. Parking fees are not included unless parking area has been rented as part of the Event. Overnight parking is prohibited, except by prior written permission the Port. Event organizers are responsible for ensuring event patrons do not park in prohibited areas. No vehicles allowed on the grass.

Special events and uses with high attendance may be required to adhere to and implement an Event Parking Management Plan on the days of the event. **Large events [over 300 people] at the Event are**

required to manage event parking and to rent additional parking in Lot #1 to accommodate the event. The plan specifics would be coordinated with the Port Waterfront Manager and detailed in the Event Permit. Permittee is required to provide adequate staffing for the parking lot(s) for the duration of the approved use.

**5. Permits:** At least 10 business days prior to event, copies of any required permits from the City of Hood River, Hood River County Health Department, Oregon Department of Transportation, or other regulatory agencies, including the Oregon Liquor Control Commission, Oregon State Marine Board, or the U.S. Coast Guard, etc., must be provided to the Port. The City of Hood River requires a Special Event Permit for all public events, which is reviewed by City fire, police, and sanitarian officials.

**Event Fee Schedule:** The Permittee shall pay fees in accordance with the Master Fee Schedule. For the most current version, please visit the Port website at: <https://www.portofhoodriver.com/master-fee-schedule>

- 1. Payments Due:** Event deposit of \$200 is due upon application approval. Deposit is credited towards the total fee however it is not refundable if the event is canceled. **Fees are due in full 10 business days prior to the event.** Additional charges assessed for restroom cleaning, damages, and Port staff assistance with payment due upon receipt of invoice after the event.
- 2. Insurance:** An individual Permittee shall provide and maintain Comprehensive General Liability Insurance Coverage with a minimum combined single limit of \$1,000,000.00 naming the Port of Hood River as an Additional Insured. A commercial Permittee shall provide and maintain broad form Comprehensive Commercial General Liability Coverage with a minimum combined single limit of \$1,000,000.00 naming the Port of Hood River as an Additional Insured. All Permittees serving alcohol (for sale) must include complete Liquor Liability Coverage with a limit not less than \$1,000,000.00. If a Permittee plans to provide alcohol (not for sale) the policy must include Host Liquor Liability with a minimum limit of \$1,000,000.00. All of the required policies shall be written as a Primary Policy, not contributing with or in excess of any coverage which the Port of Hood River may carry. All copies of insurance certificates must be on file in the Port office prior to set-up. There will be no exceptions. These documents may be reviewed for compliance by the Port's Agent of Record. The Port has discretion to waive this requirement for low-attendance non-public events in the Marina Park such as picnics.
- 3. Alcohol Policy:** If Permittee will be selling or serving alcohol at the event, Permittee must sign the **Event Alcohol Control Policy** form and follow its requirements and recommendations. **OLCC Permits:** If alcohol is sold or served at public events, an Oregon Liquor Control Commission permit must be obtained and submitted to the City of Hood River Police Department and the Port of Hood River for approval.
- 4. Security:** Adequate security for the event is the responsibility of the Permittee. Certified security guards will be required for public events serving alcohol. (See City of Hood River's Special Event Application.) It is the sole responsibility of the Permittee to control the event, protect the people present, and comply with all applicable laws and regulations. The Port of Hood River has no responsibility for the event. Port staff will not be onsite unless contracted to do so.
- 5. Food Service/Sales:** Permittee shall ensure that all food and alcohol vendors are in compliance with OLCC and food handler laws and regulations. Food Handler Permits may be obtained from the Hood River County Health Department and a copy submitted to the Port. Permittee is responsible for all damages caused by vendors and concessionaires, as well as any violations of Port policies. Damages will be assessed after the event and payable upon receipt of invoice.

6. **Use of Port Name:** The Permittee may use the official Port name, logos, or other identification the Port wishes to be identified by in Permittee's promotional, advertising and marketing materials.
7. **Fee or Cost Waivers:** The Port will not waive fees for commercial events with concessions or sales of any type. However, the Port may consider waivers or fee reductions for youth sports and activities or events resulting in community-wide benefits (such as 4<sup>th</sup> of July Fireworks), if an event is a not-for-profit activity. Fee waiver applications are available from the Waterfront Manager.
8. **Indemnification Agreement:** The Permittee agrees to indemnify and save the Port, its Commissioners, officers, employees and agents, harmless from any claims by any persons, firms, or corporations arising from or related to event activities conducted on Port premises or arising from or related to any act of Permittee or Permittee's agents, contractors, employees, invitees or licensees in or about the Port premises, and from all costs, legal fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against the Port by reason of any such claim, Permittee, upon notice from the Port, covenants to resist and defend such action or proceeding by legal counsel satisfactory to the Port.
9. **Port Right to Cancel:** The Port reserves the right to cancel an event at any time, in the Port's discretion. In case of Port cancellation, neither Permittee, nor any third party, shall have the right to claim damages of any kind resulting from the cancellation. The Port may refund rental deposit(s), when appropriate, if an event is canceled.

#### PERMITTEE COSTS & RESPONSIBILITIES

1. **Restrooms:** Port Public Restrooms open starting late Spring and close early Fall. For events with high attendance, the Port may close the restrooms, or restrict hours open, due to staffing constraints. **Events over 75 people are required to provide port-a-potties.** Permittee is required to coordinate and pay for the rental of Port-a-Potties to be available on site during the special event at the rate of one toilet per 75 participants. All costs associated with the required rental, delivery, pick up, etc., would be those of the Permittee. Event Site bathrooms will be closed during exclusive use events unless prior access arrangements have been made with the Port and professional janitorial services have been hired, at the Permittees expense, to maintain the bathrooms throughout the rental period.
2. **Damages:** Permittee shall arrange a grounds inspection with Port Facilities staff prior to set up and following exclusive use events at the Event Site and Marina Green. Tent stakes are not allowed in any areas that have irrigation, specifically the Event Site and Marina Green. For all Sites: Permittee shall be assessed at the Port's rate for any repair of any event related damage to facilities including irrigation or parking lot damage from vehicles, stakes or posts. Waterfront Manager may require a Damage and Cleaning Deposit for certain events.
3. **Traffic Control:** Permittee shall provide all traffic and parking control if over 100 cars per day are anticipated. Large Events at the Event Site [over 300 people] are required to rent additional parking in Lot #1.
4. **Water and Electricity:** Permittee shall be responsible for any special utility connections at Permittee's cost. Water is seasonally available at several locations. Electricity is not available at every location and not guaranteed at locations with outlets. Outlets inside the Event Restroom and storage area are not available for event use.

5. **Garbage:** Permittee shall provide sufficient garbage and recycling receptacles and collection to accommodate the needs of the event. Permittee is responsible for the removal and proper disposal of all trash, debris and litter, and if necessary, pay for its removal. **Events over 50 people are required to arrange for dumpster service.** It is the Permittees responsibility to coordinate and pay for the waste management service, including but not limited to the rental, delivery and pick up of trash, and have them available on-site during the special event or use. All costs associated with this requirement would be those of the Permittee following the last paid Move-Out day, any remaining garbage or other materials will be removed by the Port at Permittees expense.

## PORT COSTS & RESPONSIBILITIES

1. Water is available at the Event Site location May - September. Electricity is not guaranteed. There is one power pedestal near the restroom.
2. Port will provide Permittee opportunity for a site inspection and walk through with facilities staff prior to and following event.
3. Port will notify waterfront concession tenants of the park or waterfront closure, if necessary, as well as any other negotiated restrictions on access and use.
4. Port staff will be available during normal working hours (Monday – Friday, 8am-5pm, excluding holidays) to answer questions for set-up and after event during removal and clean-up.

## MARINA PARK PICNIC SHELTER RESERVATIONS AND RENTALS

The Marina Park picnic shelter is located on the west side of the Hood River Marina, just north of the Hood River County Historic Museum and the Yacht Club and is open for use May 1 – October 1. The Picnic Shelter is available to reserve and rent on a daily basis using the Port’s online application and availability calendar for private events. The Park hours are 7am – 9pm.

**Picnic Shelter Fee Schedule:** The Permittee shall pay fees in accordance with the Master Fee Schedule. For the most current version, please visit the Port website at: <https://www.portofhoodriver.com/master-fee-schedule>

### Proposed 2025 Fees:

- Friday, Saturday Sunday \$500 per day
- Monday, Tuesday, Wednesday, Thursday \$250 per day

Events open to the public require an Event Permit. Please see the “Event” section of our website for location information and rate schedule. Events that are open to the public require a Certificate of Insurance in the amount of \$1 million naming the Port of Hood River as an additional insured.

### *Picnic Shelter General Information*

1. The Marina Park Picnic Shelter is available to rent on a daily basis, reservations are required 7 days in advance.
2. Reservations and payment must be made online using the Port’s website portal.
3. If the Shelter is not rented it may be used on a “first come, first served” basis for small groups 40 people or less. Please check online calendar for availability.
4. Commercial activity is not allowed.

5. Grills are not allowed.
6. Fires are not allowed.
7. Picnic shelter has 6-7 tables. 1 table = 6 people.
8. Picnic Shelter Capacity – **40 people** of any age (total includes children).
9. Water spigot is available.
10. Electricity is available with reservations.
11. Garbage – 1 can is provided. Users are required to haul out trash generated beyond the capacity of the receptacle.
12. Restrooms- Public restrooms or Port-a-Potties are available near the Marina Moorage and at the Marina Beach.
13. No vehicles allowed on grass.
14. No smoking allowed in picnic shelter or park area.
15. Dogs must be on leash attached to their person at all times.
16. Bouncy houses or other inflatable structures are not permitted.
17. There is free parking during park hours at the Marina Beach and the Marina Moorage parking lot.

No person shall sell or offer for sale, any merchandise, article, or thing in or upon a Port Park or at any Port-authorized special event without having first obtained a permit from the Port for a specific area or the special event. A person may not practice, carry on, conduct, or solicit for any trade, occupation, business, or profession, without first obtaining written permission from the Port.

This page intentionally left blank.

# Commission Memo

Prepared by: Daryl Stafford, Waterfront Manager  
Date: November 19, 2024  
Re: 2025 Marina Rules, Regulations, Fees, & Requirements



---

## MARINA RULES AND REGULATIONS

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

Commission consideration is requested of the following notable changes to the Marina Rules and Regulations:

1. **Lottery:** Staff recommends that the Port change the terms to the Seasonal Lottery so that the five 20' and under slips are offered to those who are on the Marina waiting list first, before they are offered to the public. In years past it was offered to everyone however due to the lengthy waitlist that people paid \$100 to get on, staff thought it would be fair to make the offer to those folks first, before offering the slips to the public.
2. **Billing:** Change the billing terms to the same terms the Commission decides upon for the T-Hangar tenants during the Action Item section discussion during this meeting.
3. **Craning:** Many tenants have sailboats with large keels that are difficult to get on trailers. The best way to get them in and out of the water is to hire a crane. The crane operator sets up at the Commercial dock to lift boats onto trailers. There has not been a fee charged for this; tenants have been asked to provide the Port with insurance from the crane operator that names the Port as addition insured. This year we had people doing this without permission from the Port, which was quite unsettling to Port staff.

Staff recommends adding a requirement to the Rules & Regs that anyone wanting to bring commercial equipment onto Port property, such as a crane, must apply for a permit from the Port that involves scheduling with the Marina Manager for the use of the Commercial Dock, paying a fee [\$150 per day] and that the crane company provides the Port with appropriate insurance with limits established by the Port's insurer.

The attached draft 2025 Marina Rules, Regulations, Fees & Requirements, Exhibit "A" has the suggested changes in red.

**MARINA FEE SCHEDULE**

1. Add a crane in fee of \$150 per day to the Master Fee Schedule.
2. Correct 2 errors: There wasn't a boathouse assessment in 2024 and there shouldn't have been an increase in the 2025 moorage assessment.

Resolution No. 2024-25-14, which includes the proposed fee changes highlighted in red, is ready for approval as a separate line item on the Consent Agenda.

**MARINA MOORAGE AGREEMENTS**

No major changes are recommended for Moorage Agreements.

**RECOMMENDATIONS:** Motion to approve Resolution No. 2024-25-13 adopting the Marina Rules, Regulations, Fees, and Requirements, with the recommended changes.



PORT OF HOOD RIVER  
Resolution No. 2024-25-13

A RESOLUTION ADOPTING UPDATED MARINA RULES, REGULATIONS, FEES, & REQUIREMENTS

WHEREAS, the Port of Hood River maintains ongoing rules, regulations, fees, and requirements for the Marina and its use; 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 Rules, Regulations, Fees, and Requirements: The updated Marina Rules, Regulations, Fees, and Requirements, as presented and attached as Exhibit.A to this resolution, are hereby adopted and shall take effect on January 1, 2025.
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, fees, and requirements that conflict with this resolution are hereby repealed.

Adopted by the Board of Commissioners of the Port of Hood River this 19th day of November 2024.

SIGNED

---

Kristi Chapman, President

ATTEST

---

Michael Fox, Secretary

This page intentionally left blank.

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

---

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

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

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

When a boat enters the Marina, it immediately comes under the jurisdiction of the Port and shall be berthed or anchored only where authorized by the Port. Port staff may deny the use of any of the facilities of the Marina or moorage when not in the best interest of the Port or the Marina. **If Port staff determines that a vessel is not sea-worthy, moorage may be denied.**

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

The Port 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**

Moorage Rental Agreements with the Port will only be executed with the owner of the boat that is to

occupy the assigned slip and noted as the Tenant/Licensee of record. Leasing or renting a boat slip of a boat in a slip is prohibited. Subleasing a slip may be granted through the Marina Manager in limited circumstances.

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

- Documents, including but not limited to the following, will be required:
  - a. Current certificate of Title showing proper owner(s), or loan documents.
  - b. Current State Registration Certificate or USCG Documentation showing owner(s).
  - c. Insurance with proper owner(s) listed.
- Tenant/Licensee agreements may be denied, or tenancy may be terminated 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 Moorage Agreement, and to deny any application for any reason not specifically restricted by law.
- Contact information provided to the Port by the Tenant/Licensee shall be kept current at all times, including emergency contact information. It is the Tenant/Licensee's responsibility to inform the Port of any changes.
- New Tenant/Licensees that do not have vessels have ~~60~~ 90 days from slip acceptance to purchase vessel. Permission for extension must be approved by Marina Manager. Extensions longer than 6 months will not be considered unless there are extreme circumstances and must be approved by Executive Director.

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

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

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

### **Betterment Lists**

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

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

### **Bulletin Board**

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

### **Cranes**

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. Getting a craning permit from the Port is mandatory for temporary crane operations 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.

A permit is needed for any craning of boats within the Marina premises. This 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.

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, email to Marina Manager, or in person at the 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.

All craning operations must adhere to the following safety protocols; A safety zone of [100 feet] around the crane site must be maintained at all times; proper communication between the crane operator and

ground crew must be established; any operation must be halted immediately if unsafe conditions arise (e.g., high winds, equipment failure).

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 on the Master Fee Schedule.

Failure to obtain a permit before craning or violating the terms of the permit may result in the following; fines, Moorage termination, trespassing charges, suspension of craning privileges at the Marina, liability for any damages caused by unauthorized craning.

### **Defaults**

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

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

### **Dinghies and Accessory Watercrafts**

- A dinghy is considered a small boat carried or towed for use as a lifeboat or tender by a larger vessel and are typically less than 12 feet in length including any overhangs or protrusions from the Vessel including the motor. Accessory watercrafts or dinghies over 12'in length are not allowed as secondary watercrafts.
- Personal Watercrafts (PWC), jet skis, wave runners or boats under 16 feet do not qualify for slips in the Marina moorage.
- Accessory watercrafts are considered jet skis, kayaks, skiffs, rowboats, etc.
- Accessory watercrafts are only allowed if they belong to the Tenant/Licensee and are secondary to the Tenant/Licensee's vessel of record. They must be less than 12' and fit within the perimeter of the slip.

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

### **Electric Power**

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

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

### **Fees**

Moorage rates and fees are published online at <https://www.portofhoodriver.com/master-fee-schedule>.

Tenant/Licensees are provided 30 days written notice of any rate adjustments.

- Lease terms are from January 1<sup>st</sup> through December 31<sup>st</sup> of any given year.
- **Change to Match same terms as T-Hangars terms from Commission Decision on Nov. 19<sup>th</sup>, 2024.** Tenant/Licensees must make the annual payment in full within 60 days of the billing date, January 1st. Invoices will typically be sent on or about January 2nd. Payment in full is due on March 1st. A \$75 per month late fee applies to any unpaid balance after the due date. Tenant/Licensees who have not made full payment within 90 days of the billing date, (April 1, 2024), identified on the statement will be considered in default.
- Utility Charges:
  - Water/Garbage –Water and garbage fees are included as part of the annual moorage fees.
  - Electrical—The base electric fee is included in the annual moorage slips. Electric consumption is metered at each slip and boathouse in the marina and is billed quarterly based on kilowatt usage.
- Quarterly Electric and miscellaneous charges are payable by the Tenant/Licensee within thirty (30) business days of the statement date. Outstanding electric utility invoices provided by the Port that are 60 days past due will incur a \$15 per month late fee.
- The Port reserves the right to terminate a moorage lease at any time if moorage payments or Marina charges are not paid by a Tenant/Licensee when due.
- Time and materials charges may be charged to the Tenant/Licensee if Port staff spends substantial time or incurs costs attending to boats in danger of sinking or that may be causing damages to other boats or Port property.
- Fee for motorized accessory watercraft in water is \$50 per month, unless watercraft is an inflatable Tender used in service of the vessel of record. Proper registration and insurance must be provided, and watercraft must fit in the leased footprint of the slip.

### **Garbage/Water**

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

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

### **Guest Moorage**

- No Tenant/Licensee may allow a guest to moor a boat in the Tenant/Licensee slip unless the guest



has signed a sublease agreement previously approved by the Port.

- Visitors may use the boat launch guest dock at the Marina. Overnight fees apply and use of the guest dock shall not exceed the maximum limits posted 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 guest dock must pay for usage unless permission is granted by Marina Manager. Failure to pay for guest moorage is considered theft of services and could result in a ticket from the Marine Sheriff.

### **Hold Harmless**

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

### **Insurance**

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

### **Inspections**

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

### **Keys/Key Cards**

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

### **Liveaboards**

The Port of Hood River does not allow liveaboards. 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 Moorage Agreement.

### **Maintenance and Vessel Repairs**

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

### **Notice to Tenant/Licensees**

- News of interest from the Port to the Tenant/Licensees will be by means of email.

Tenant/Licensees will need to update spam filters to allow mail from the portofhoodriver.com domains. It is the responsibility of the Tenant/Licensee to inform the Marina Manager of any changes in their email, address or phone number.

- Port notification of Marina Rules and Regulations including new rules and modifications shall be effective when posted on the Port's website at [www.portofhoodriver.com](http://www.portofhoodriver.com). It is the Tenant/Licensee's responsibility to know them. Tenant/Licensees may obtain a copy online or request to have one mailed.
- Port notice to Tenant/Licensee of a lease or rule and regulation violation, account default or termination shall either be personally delivered or sent certified mail to the Tenant/Licensee's address on file. All notices to the Port shall either be 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.

### **Parking/Special Events**

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

### **Pets**

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

### **Proof of Vessel Ownership & Partnerships**

All moorage applicants must provide proof of ownership of the vessel that will occupy their assigned berth. This vessel will become the "vessel of record" for that berth. Failure or inability to provide

satisfactory proof of ownership to the Port at any time while vessel is berthed in slip will result in denial of moorage privileges or immediate termination. Original documents showing the proper individual(s) as owner(s), including but not limited to the following, will be required to establish proof of ownership:

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

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

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

### **Registration**

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

### **Safety/Security**

- **No swimming**, diving, fishing, or fish cleaning will be permitted in the Marina. The Marina is an area where electrical shock hazards can occur. It is the Tenant/Licensee’s responsibility to ensure electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. **FOR YOUR SAFETY PLEASE DO NOT SWIM IN THE MARINA.** For more information on Electrical Shock Drowning go to: <https://www.boatus.com/seaworthy/assets/pdf/electric-shock-drowning-explained.pdf>
- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates on moorage walkways or ramps is prohibited.

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

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

- Tenant/Licensees must notify Marina Manager immediately if a vessel is sold and remains at the marina.
- The assigned slip is for the use of the lessee/Moorage Tenant/Licensee. In the event the Tenant/Licensee sells the vessel of record, he/she must either terminate their lease, or purchase another boat within 6 months of the sale and provide proof of ownership to the Port office. The Tenant/Licensee is responsible for providing information on any change of vessel in the assigned slip whether permanent or temporary. Failure to do so is cause for termination of Tenant/Licensee's lease agreement.
- Moorage is non-transferable. The assigned slip is only for the use of the Tenant/Licensee who is assigned the slip. If a vessel in the Marina is sold and the new owner would like to continue to keep the vessel in the Marina, the new owner must submit an application for moorage, and be placed on the appropriate waitlist, like any other person seeking moorage at the marina.
- If a Tenant/Licensee sells their vessel and their account is in good standing and Tenant/Licensee has met all terms of their lease agreement and the Rules & Regulations, the Tenant/Licensee may sublease their slip to the new owner for up to 4 months. In certain circumstances extended moorage may be approved at the Marina Manager's discretion. Subleases must go through the Port Marina Manager and meet all the terms for subleasing. Sublease fees apply.
- A purchaser of a moorage user's vessel does not acquire the moorage user's assigned moorage slip or any other space in the Marina.
- If the Tenant/Licensee sells their boat and gives notice to the Marina Manager that they are giving up their slip, the purchasing party may rent the slip as a sublease from the Port for a maximum of 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.
- A Tenant/Licensee selling their boat does not have authority to transfer their interest in their moorage slip or key cards or to transfer their obligation to pay annual payments to a new boat owner.
- A Tenant/Licensee may replace their vessel with another so long as it is compatible with their assigned slip length and width, and updated registration, title and insurance information is

provided to the Marina Manager prior to placement of the vessel in marina.

- If a Tenant/Licensee chooses to give up their slip, once vacated, the slip will be offered to the next eligible betterment or waitlist participant in the manner defined in this document. Every effort will be made to rent the slip, and when a new rental agreement has been signed a pro-rated refund will be issued to the owner for any overpaid amount.

### **Sanitation**

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

### **Seaworthiness**

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

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

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

remedying or preventing any casualty or potential hazard to the boat or the Marina, such as sinking.

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

### **Shell Dock**

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

### **South Basin Dock Seasonal Lottery**

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 slips are first offered to 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 offered to the public. If there are available slips the lottery will get advertised starting early March with the drawing on April 1<sup>st</sup>.

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

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

## **Subleasing**

- The Port reserves the right to allow or suspend subleasing privileges at any time.
- Marina Wait list applicants shall have first consideration if a sublease becomes available.
- In order to sublease a slip annual Tenant/Licensee's account must have been in good standing for the previous 12 months and Tenant/Licensee must have met all terms of the Rules and Regulations and their Lease Agreement, including the utilization requirement of having their vessel in their slip for at least 3 months out of the previous 12-month period, with the exception of long-term voyages or leave of absence granted by the Executive Director.
- Tenant/Licensee may sublease their slip to another boat owner for a maximum sublease term of 4 continuous months during a calendar year. A sublease of less than 30 days will not be permitted. Any agreement by a Tenant/Licensee to sublease a slip without prior Port approval is a violation of the Tenant/Licensee's lease and may result in immediate lease termination.
- Sub-Lessee must provide their boat title, proof of insurance, current registration and State ID to the Port prior to a sublease taking effect. Vessel must be seaworthy. The Marina Manager may deny moorage if they determine a vessel is not seaworthy.
- An annual Tenant/Licensee who applies for and receives Port permission to sublet a slip is responsible to promptly pay the Port all Marina fees and costs associated with the Tenant/Licensee's slip when due and to assure their Subtenant /Licensee's compliance with all Marina Rules and Regulations during the sub-tenancy. All Port Marina bills will be sent to the Tenant/Licensee. Notwithstanding a sub-tenancy, a Tenant/Licensee is fully responsible to pay all charges that accrue on his/her account while subleasing and for collecting such charges from their sub lessee.
- A Tenant/Licensee is responsible for the removal of their sub-lessee's boat from the Tenant/Licensee's slip at the expiration of the sublease. A Tenant/Licensee's violation of this requirement is grounds for termination of the Tenant/Licensee's lease.
- The sublease initiation fee payable to the Port is \$150. Monthly Payment of a moorage fee and Marina charges by a Subtenant /Licensee to a Tenant/Licensee cannot exceed 1/12 the annual moorage fee and Marina charges payable by the Tenant/Licensee. All sublease payments shall be between a Tenant/Licensee and their Subtenant /Licensee.
- Sub-lessee must abide by Marina Rules and Regulations at all times. Violations will result in immediate termination of the sublease.
- A Tenant/Licensee is responsible for providing Marina gate cards to their Subtenant /Licensee.
- A Subtenant /Licensee's vessel shall not occupy a Tenant/Licensee slip until; ALL required information and the payment of \$150 fee to the Port has been provided to the Port; the Subtenant /Licensee has communicated with the Marina Manager to review Marina rules & regulations; and the sublease has been approved by the Port. Any proposed change in a sublease must be approved by the Port. If a sublease change is approved, the Tenant/Licensee is responsible to pay the Port a \$35 fee for each change.
- Sublease Application available by contacting Marina Manager [waterfront@portofhoodriver.com](mailto:waterfront@portofhoodriver.com)

## **Termination**

- A Tenant/Licensee who wishes to voluntarily terminate their moorage tenancy before the end of the term must notify the Port in writing not less than 60 days prior to the Tenant/Licensee's proposed termination date. After a termination request is received the Port shall attempt to re-lease the slip for the remainder of the Tenant/Licensee's term to someone else. The Tenant/Licensee will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for three full calendar months following the month in which notification is received by the Port.



- If within the three month period after the Tenant/Licensee's notice is received by the Port another boat owner executes a lease for the Tenant/Licensee's slip and signs and provides lease documents satisfactory to the Port, the Tenant/Licensee's lease shall be terminated and the Tenant/Licensee shall receive a prorated refund of prepaid moorage and costs paid to the Port after the date a new Tenant/Licensee executes a moorage lease. If no new Tenant/Licensee signs a lease within the three month period the Tenant/Licensee will remain responsible to pay accruing rent and Marina charges until the slip has been leased to another Tenant/Licensee or until the end of the Tenant/Licensee's lease term, whichever occurs first.
- If the moorage agreement is terminated because the Tenant/Licensee is in default the Tenant/Licensee will receive written notification via Certified Letter US Postal service mail sent to the address stated in the Moorage Agreement.

### **Unauthorized Moorage**

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

### **Utilization**

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

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

- Failure to meet requirement may cause lease agreement to not get renewed on January 1<sup>st</sup> of the upcoming year.

### **Wait List**

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

### **Waiver**

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

### **Boathouse Policies**

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

**Leases:** On August 22, 2022, the Port of Hood River Commissioners unanimously voted for non-renewal of the 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 Agreements will expire on December 31, 2026, without exception.

New leases are not expected to be offered. Boathouse owners are responsible for having their boathouses and all personal property removed from the Port of Hood River Marina at the end of 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/Licensee's property is presumed to be abandoned, Landlord may in its sole discretion sell such items at public or private sale, destroy, or otherwise dispose of such items. The manner or means of public sale shall be presumed reasonable if Landlord (i) mails notice of such sale to Tenant/Licensee by first class mail no later than fourteen (14) days prior to such sale; (ii) posts notice of such sale at or near the location of the property to be sold; and (iii) places a notice in a newspaper of general circulation in the county in which the personal property is located for one day in the week prior to the date of sale.

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

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

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

**Responsibilities of Boathouse Owners:**

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

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

- A boathouse that in the opinion of Port Staff or the Marina Committee is in danger of sinking, hazardous to Marina property or facilities, other boathouses or persons and determined to be an imminent threat or emergency, may be denied permission to remain on Marina premises and may be required to be removed or repaired to the Port's satisfaction at once.
- Any boathouse which is poorly maintained, badly deteriorated or may damage persons or property may be required by the Port to be removed from the Marina at the owner's expense upon receipt of written request from the Port. At least thirty (60) day's advance written notice must be given to the boathouse's owner to effect repairs, except in cases where the Port believes there is an imminent threat or emergency. If a boathouse owner who has been requested to remove a boathouse from the Marina by the Port is unavailable or available but refuses to act upon such request, the Port shall have the right to cause removal of the boathouse from the Marina at the owner's expense, and to terminate the moorage lease.
- Tenant/Licensee shall be responsible for any and all damage to the Marina, including a slip, caused by Tenant/Licensee's boathouse or activities. Any boathouse that sinks in the Marina may require professional salvage at the Tenant/Licensee's expense, as determined by the Port. If the Port believes a boathouse is not being promptly and properly removed from the marina by a Tenant/Licensee the Port may incur salvage expenses to remove the boathouse, in which case Tenant/Licensee will promptly reimburse the Port for those salvage expenses and any related expenses.
- All boathouses shall maintain a reasonable amount of freeboard in a uniform manner for safety reasons and to accommodate snow loads. The normal freeboard as measured from the waterline to the lowest point on the floor or deck including all dead loads but not live loads, shall not be less than 14 inches. (full specs on Portland Floating Homes.com)
- Removal of snow build-up on boathouses will be the responsibility of the boathouse owner.
- The boathouse owner is responsible for providing and maintaining the electricity, meter base, and wire for the connection to the main power source.
- The boathouse owner is responsible for providing and maintaining chain and connectors on the boathouse for the attachment to the dock. The boathouse must have adequate structural capabilities to accept moorage attachments. Connections shall have enough clearance between the Port owned dock and the Tenant/Licensee's boathouse to allow space for maintenance work on the docks and utilities. This space can be left open or provide a hinged, removable cover that will provide the required clearance. All mooring connection and revision to existing systems must have prior Port approval.
- Boathouse owners, upon request (except for in case of emergency), will provide access to their boathouses for the purpose of fire, electric, sanitation and safety inspection.
- Boathouse and boat owners must comply with Oregon Clean Marina requirements.
- There shall be no discharge of gray water, blackwater or sewage whatsoever from a boathouse.

**Responsibilities of the Port:**

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

**Rebuilding, Remodeling or Replacement:**

- On August 22, 2022, the Port of Hood River Commissioners unanimously voted not allow boathouse

replacements or rebuilding, and to issue notice of lease non-renewal.

- The Port must approve 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.
- All remodeling construction involving boathouses shall conform to applicable codes of the City of Hood River, State of Oregon Floating Buildings, Port of Hood River Rules and Regulations and OSMB Clean Marina guidelines. It is the Tenant/Licensee's responsibility to acquire all necessary information.
- Floatation: Boathouses shall be constructed and maintained to provide a flotation system that shall be structurally sound and securely integrated with the framing for the structure. The external surfaces of all flotation devices shall be water resistant and protected from deterioration, or corrosion, and from damage by impact or chafing.
- Stability - The structure when subject to off-center loading of the live loading, shall not exceed 4 degrees.
- The use of new or recycled plastic or metal drums or non-compartmentalized air containers for encasement or floats is prohibited.

#### **Sale of a Boathouse:**

- If a boathouse Tenant/Licensee sells their boathouse and the new owner would like to keep the boathouse in the Marina for the remainder of the term of the Tenant/Licensee's lease for the dock space, the Port offers an "Assignment of Boathouse Lease" that shall constitute an amendment to the Tenant/Licensee's Lease, pending Commission approval. All boathouse lease agreements expire on December 31, 2026 pursuant to the termination provision on the August 24, 2022 Notice of Non-Renewal. There are no plans for new leases to be offered at the end of the term. It is the responsibility of the boathouse owner/Tenant/Licensee to remove the boathouse at the end of the term, and to bear the cost of the removal.
- A boathouse owner must inform Marina Manager that Boathouse is for sale, and as soon as there is a likely sale or sale pending.
- No boathouse moorage lease may be sold or assigned without the prior written consent of the Port. A boathouse owner must contact the Marina Manager to obtain current criteria and guidelines applicable to the owner and purchaser.

#### **Check List – Pending Boathouse Sale:**

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

#### **Bill of Sale transferring ownership:**

- FEE: The Port will charge a fee to review and approve an Assignment of Boathouse Lease based on Port actual costs, Port staff time, plus an administrative fee of \$500. The fee will be assessed to the seller of the boat house.

This page intentionally left blank.

# Commission Memo

Prepared by: Daryl Stafford, Waterfront Manager  
Date: November 19, 2024  
Re: Updated Master Fee Schedule

---



## **OVERVIEW:**

The updates to the Master Fee Schedule incorporate changes previously addressed in the consent agenda items for Event and Picnic Shelter Rules and Regulations, Marina Rules and Regulations, and Waterfront Parking Fees. All updates are highlighted in red in the attached schedule.

**RECOMMENDATION:** Motion to Approve Resolution No. 2024-25-14 Adopting the Updated Master Fee Schedule.

## **ATTACHMENTS:**

Resolution 2024-25-14

This page intentionally left blank.



**PORT OF HOOD RIVER  
Resolution No. 2024-25-14**

**A RESOLUTION ADOPTING THE UPDATED MASTER FEE SCHEDULE**

**WHEREAS**, ORS 294.160 requires the governing body of a unit of local government to provide an opportunity for interested persons to comment on the enactment of any ordinance or resolution prescribing a new fee or a fee increase; and

**WHEREAS**, the Port of Hood River seeks to streamline the process for setting rates, fees, and charges with a single, annual resolution; and

**WHEREAS**, the Port Commission seeks to achieve financial self-sustainability in all areas of Port operations by July 2026 (Res. No. 2022-23-14), including the airport, marina, waterfront parks, port-owned buildings and developments;

**WHEREAS**, the Port of Hood River has established an annual review process to ensure that rates, fees, and charges are current, reflective of operational costs, and supportive of the Port's financial self-sustainability goals, thereby requiring regular updates to the master fee schedule; **NOW THEREFORE**;

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

<b>Section 1. Marina Rates and Fees. Effective January 1, 2025</b>	<b>2024</b>	<b>2025</b>	<b>% +/-</b>
Boat Ramp Parking Lot - Parking Fee - per hour; \$15/day maximum	\$2.50	\$2.75	10%
Boat Ramp Parking Lot - Parking Fee - season pass	\$100.00	\$125.00	25%
Boat Ramp Parking Lot - Parking Fee - season pass - over 60 years old	\$75.00	\$100.00	33%
Cruise Ship- Marina Basin North Jetty Commercial Dock fee per stop (rounded)	\$350.00	\$405.00	16%
Cruise Ship- Marina Basin North Jetty Commercial Dock Shuttle docking fee per stop	\$200.00	\$230.00	15%
Cruise Ship- Marina Basin North Jetty Commercial Dock Maintenance fee - annual	\$6,000.00	\$6,000.00	0%
Cruise Ship- Marina Basin North Jetty Commercial Dock Utility fee per stop	\$35.00	\$35.00	0%
Guest Dock overnight at boat ramp 20-29'	\$25.00	\$30.00	20%
Guest Dock overnight at boat ramp 30-39'	\$30.00	\$35.00	17%
Guest Dock overnight at boat ramp 40-49'	\$35.00	\$45.00	29%
Guest Dock overnight at boat ramp 50-59'	\$45.00	\$60.00	33%
Guest Dock overnight at boat ramp under 20' per night	\$15.00	\$15.00	0%
Guest North Jetty Commercial Dock Private vessel 60-74' per day	\$75.00	\$85.00	13%
Guest North Jetty Commercial Dock Private vessel 75-100' per day	\$100.00	\$110.00	10%
Guest North Jetty Commercial Dock Private vessel 100-150' per day	\$145.00	\$160.00	10%
Moorage Boathouse Slip Annual Assessment Fee	<del>\$1,650.77</del> \$0.00	\$0.00	-100%
Moorage Boathouse Slip annual per square foot	\$1.66	\$1.66	0%
Moorage Boathouse Slip Base Electric- annual fee	\$60.00	\$60.00	0%
Moorage Boathouse Slip Base Water/Garbage- annual fee	\$60.00	\$60.00	0%
Moorage Shell Dock- annual fee	\$429.00	\$472.00	10%
Moorage Slips 30' and under A, B, and C North West facing- annual	\$1,668.00	\$1,834.80	10%
<b>... Marina Rates and Fees continued</b>	<b>2024</b>	<b>2025</b>	<b>% +/-</b>

Moorage Slips 30' and under C-Dock North East facing annual	\$1,876.00	\$2,063.60	10%
<b>Moorage Slips all Boat Docks Annual Assessment fee</b>	\$442.55	<del>\$486.81</del> \$442.55	0%
Moorage Slips Over 30'-35'	\$2,028.00	\$2,230.80	10%
Moorage Slips Over 35'-40'	\$2,240.00	\$2,464.00	10%
Moorage Slips Over 40'-43'	\$2,399.00	\$2,638.90	10%
Moorage Slips End Slip C-Dock North 43'-65'	\$3,240.00	\$3,564.00	10%
Moorage Slip Sublease fee to the Port- set up fee	\$150.00	\$165.00	10%
Moorage Dingy & Jet Ski Fee- must fit in the perimeter of slip with vessel- monthly	\$50.00	\$55.00	10%
Moorage Annual Payment Late fee- per month	\$75.00	\$75.00	0%
South Basin Dock- Float plane annual	\$1,487.00	\$1,784.40	20%
South Basin Dock- Seasonal Lottery 6-month term	\$1,041.00	\$1,145.10	10%
Sublease Initiation Set Up Fee	\$150.00	\$150.00	0%
Sublease Renewal Fee	\$35.00	\$35.00	0%
Marina Key card Moorage	\$35.00	\$35.00	0%
Marina Key South Basin Dock	\$50.00	\$50.00	0%
Marina Wait list- one-time fee	\$100.00	\$100.00	0%
Marina Betterment Slip Change	\$35.00	\$35.00	0%
Marina Electrical Service Pedestal repair fee	\$0.00	Port Cost	n/a
Marina Oil Spill Clean Up Fees - charge for each man hour at the established labor rate; equipment charges extra	\$0.00	Port Cost	n/a
Electrical Service	\$0.00	Port Cost	n/a
Water Service	\$0.00	Port Cost	n/a
<b>Crane In/Out Permit- per day</b>		<b>\$150.00</b>	<b>New</b>
<b>Section 2. Waterfront Event Permits. Effective January 1, 2025</b>	<b>2024</b>	<b>2025</b>	<b>% +/-</b>
<b>Picnic Shelter Up to 50 people exclusive use-per day: Friday-Sunday</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>New</b>
<b>Picnic Shelter Up to 50 people exclusive use-per day: Monday-Thursdays</b>	<b>\$0.00</b>	<b>\$250.00</b>	<b>New</b>
Marina Park/ Hook/ Spit/ Nichols Basin- not exclusive use up to 50 people per day	\$200.00	\$350.00	75%
Marina Park/ Hook/ Spit/ Nichols Basin- not exclusive use 50-100 people per day	\$325.00	\$570.00	75%
Marina Park/ Hook/ Spit/ Nichols Basin- not exclusive use Over 100-200 people per day	\$800.00	\$1,400.00	75%
Lot #1 - not exclusive up to 50 people/cars	\$200.00	\$500.00	150%
Lot #1- not exclusive over 50-100 people/cars	\$325.00	\$750.00	131%
Lot #1- not exclusive over 100 -200 people/cars	\$800.00	\$1,400.00	75%
Lot #1 exclusive use over 200 people/cars	\$800.00	\$1,800.00	125%
Marina Green- not exclusive use up to 50 people per day	\$200.00	\$350.00	75%
Marina Green- exclusive use 50-100 people per day	\$350.00	\$615.00	76%
Marina Green- exclusive use over 100-200 people per day	\$800.00	\$1,400.00	75%
Marina Green- exclusive use over 200-500 people per day	\$1,300.00	\$2,000.00	54%
All locations Event Set-up and breakdown days non-exclusive use per day	\$300.00	\$600.00	100%
Event Site July & August- exclusive use of grass area & parking lot; 100-999 people per day /additional event parking rental required for Lot #1	\$2,700.00	\$3,240.00	20%

Event Site July & August- exclusive use of grass area and parking lot; more than 1,000 people per day/ <b>additional event parking rental required for Lot #1</b>	\$0.00	\$5,000.00	n/a
Event Site July & August- not exclusive use 50-100 people per day	\$500.00	\$875.00	75%
Event Site July & August- not exclusive use up to 50 people per day	\$300.00	\$600.00	100%
Event Site September - June- exclusive use of grass area & parking lot; 100-999 people per day / <b>additional event parking rental required for Lot #1</b>	\$1,800.00	\$2,160.00	20%
Event Site September - June- exclusive use of grass area & parking lot; more than 1,000 people per day / <b>additional event parking rental required for Lot #1</b>	\$1,800.00	\$3,600.00	100%
Event Site September - June- not exclusive use 50-100 people per day	\$375.00	\$650.00	73%
Event Site September - June- not exclusive use up to 50 people per day	\$200.00	\$400.00	100%
<b>Section 3. Waterfront Parking. Effective January 1, 2025</b>	<b>2024</b>	<b>2025</b>	<b>% +/-</b>
Event Site/Jensen West Day Pass regular sized vehicle 20' and under - per hour; \$15/day maximum	\$250.00	\$275.00	10%
<b>Event Site Daily oversized vehicle over 20' per day</b>	<b>\$25.00</b>	<b>\$30.00</b>	<b>20%</b>
Event Site Season Pass regular sized vehicle 20' and under; annual	\$200.00	\$225.00	13%
Event Site Season Pass Oversize vehicles over 20' over; annual	\$350.00	\$350.00	0%
Waterfront Parking fine- hourly overtime	\$20.00	\$20.00	0%
Waterfront Parking fine- Event Site non-payment	\$50.00	\$50.00	0%
Waterfront Parking fine- all locations parking in an unauthorized space	\$50.00	\$50.00	0%
Waterfront Parking fine- overnight	\$90.00	\$90.00	0%
Waterfront Parking fine- Handicap, fire lane, etc.	\$75.00	\$75.00	0%
<b>[Additional Pass option from Fall Planning]</b>			
<b>Section 4. Administrative Service Fees. Effective July 1, 2024</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>% +/-</b>
Hard copy of Public Improvement Project plans & specs packet	\$35.00	\$35.00	0%
Public Information Request - per hr., 15 min. increments	\$20.00	\$20.00	0%
Public Information Request - hard copies; per printed side	\$0.25	\$0.25	0%
<b>Section 5. Tolls &amp; Fees (cash/BreezeBy). Effective July 1, 2024</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>% +/-</b>
Class 1 - Passenger Autos & Pickups	\$3.50 / 1.75	\$3.50 / 1.75	0%
Class 2 - Commercial Trucks and Vans	\$8.00 / \$6.00	\$8.00 / \$6.00	0%
Class 3 - 3 Axle Trucks	\$12.00 / \$9.00	\$12.00 / \$9.00	0%
Class 4 - 4 Axle Trucks	\$16.00 / \$12.00	\$16.00 / \$12.00	0%
Class 5 - 5 Axle Trucks	\$20.00 / \$15.00	\$20.00 / \$15.00	0%
Class 6 - 6 Axle Trucks	\$24.00 / \$18.00	\$24.00 / \$18.00	0%
Class 7 - 7 Axle Trucks	\$28.00 / \$21.00	\$28.00 / \$21.00	0%
Class 8 - 8 Axle Trucks	\$32.00 / \$24.00	\$32.00 / \$24.00	0%
Class 9 - 9 Axle Trucks	\$36.00 / \$27.00	\$36.00 / \$27.00	0%
Class 10 - 10 Axle Trucks	\$40.00 / \$30.00	\$40.00 / \$30.00	0%
Class 11 - 11 Axle Trucks	\$44.00 / \$33.00	\$44.00 / \$33.00	0%
Class 0 - Motorcycles	\$3.00 / \$1.50	\$3.00 / \$1.50	0%
License Place Recognition System Invoice Ancillary Fee	\$3.00	\$3.00	0%
License Place Recognition System Late Fee	\$25.00	\$25.00	0%
<b>...Tolls &amp; Fees continued</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>% +/-</b>

BreezeBy 6C Transponder (Vehicle/Motorcycle)	\$5.00	\$5.00	0%
License Plate Transponder	\$27.00	\$27.00	0%
<b>Section 6. Airport- T-Hangar Rates and Fees. Effective July 1, 2024.</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>% +/-</b>
T-Hangar A- annual	\$4,399.00	\$4,838.90	10%
T-Hangar B- annual	\$4,442.00	\$4,886.20	10%
T-Hangar C-annual	\$4,915.00	\$5,406.50	10%
T-Hangar Waitlist fee - one time charge	\$100.00	\$100.00	0%
T-Hangar Waitlist renewal	\$0.00	\$0.00	n/a
<b>Section 7. Insurance Certificate Limits. Effective July 1, 2024</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>% +/-</b>
<b>Building Lease Tenants</b>			
1. General Liability, Each Occurrence	\$2,000,000	\$2,000,000	0%
2. Damages to Rented Premises, Each Occurrence	\$300,000	\$300,000	0%
3. Medical Expense, Any One Person	\$5,000	\$5,000	0%
4. Personal and Adverse Injury	\$2,000,000	\$2,000,000	0%
5. General Aggregate	\$2,000,000	\$2,000,000	0%
6. Products – Comp/OP Aggregate	\$0	\$0	0%
<b>Marina Moorage Tenants</b>			0%
1. General Liability Protection & Indemnity, Wreck Removal	\$500,000	\$500,000	0%
a. Pollution Coverage	\$25,000	\$25,000	0%
b. Watercraft Liability - specifically includes wreck removal and pollution.	\$500,000	\$500,000	0%
<b>Marina Boathouse Tenants</b>			0%
1. General Liability Protection & Indemnity, Wreck Removal	\$500,000	\$500,000	0%
a. Pollution Coverage	\$25,000	\$25,000	0%
<b>Marina Float Plane Tenant- Aircraft Insurance Liability</b>	\$1,000,000	\$1,000,000	0%
<b>Marina Cruise Ship Moorage</b>			0%
1. General Liability Protection & Indemnity	\$10,000,000	\$10,000,000	0%
a. Wreck removal/clean up/pollution	\$1,000,000	\$1,000,000	
<b>Airport Tenants</b>			0%
1. T-Hangar Tenants	\$1,000,000	\$1,000,000	0%
2. Hangar Tenants	\$1,000,000	\$1,000,000	0%
3. Tie-Down Tenants	\$1,000,000	\$1,000,000	0%
<b>Section 8. Retail Sales, Gift Certificates, Promotions, Sponsorships and Sundries</b>			
The Commission delegates to Executive Director the ability to set prices for sundries, cards, magnets, cups, DVDs, gift certificates, coupons, promotions, advertising, sponsorships and other retail and marketing items that don't otherwise conflict with Commission policy.			
<b>Section 9. Delegation of Responsibility</b>			
The Commission delegates to the Executive Director the ability to adjust these rates on a temporary basis to better manage services at the Port of Hood River. Any adjustments to these rates will be reported to the Commission at its next regular meeting			
<b>Section 10. Annual Review.</b>			
The Commission, through assistance by Port staff, shall annually review and adopt a new rate, fees and charges resolution prior to the start of the fiscal year.			
<b>Section 11. Repealer</b>			
All previous rates, charges and/or fees are hereby repealed.			

Adopted by the Board of Commissioners of the Port of Hood River on this 19th day of November 2024.

**SIGNED:**

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

**ATTEST:**

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

This page intentionally left blank.

# Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director  
Date: November 19, 2024  
Re: Accounts Payable Requiring Commission Approval

---

<b>Beery, Elsner &amp; Hammond, LLP</b>	<b>\$8,974.60</b>
---	-------------------

Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$8,974.60</b>
--	-------------------

This page intentionally left blank.



**Beery, Elsner & Hammond, LLP**

**1804 NE 45th Ave  
Portland, OR 97213-1416  
(503) 226-7191  
Tax ID #93-1234801**

November 4, 2024

Port of Hood River  
1000 E. Port Marina Dr  
Hood River, OR 97031  
dsmith-wagar@portofhoodriver.com

Our File: PORTHR

SUMMARY OF ACCOUNT

---

NEW CHARGES PER ATTACHED STATEMENT(S)

<u>Matter</u>	<u>Balance Forward</u>	<u>Payments &amp; Credits</u>	<u>Total New Charges</u>	<u>Balance Due</u>
AIRPORT-Airport	2,572.00	2,572.00	0.00	0.00
GENERAL-General	5,510.00	5,510.00	2,506.60	2,506.60
PERSON-Personnel	884.50	884.50	2,562.00	2,562.00
PWORKS-Public Works	0.00	0.00	1,239.00	1,239.00
REALPROP-Real Property Transactions	1,039.50	1,039.50	2,667.00	2,667.00
RMLIT-Risk Management / Litigation	249.50	249.50	0.00	0.00
<b>TOTAL</b>	<b>10,255.50</b>	<b>10,255.50</b>	<b>8,974.60</b>	<b>8,974.60</b>

---

LEGAL FEES (per the attached itemization): \$ 8,972.50

DISBURSEMENTS (per the attached itemization): \$ 2.10

Balance (current bill) \$ 8,974.60

---

Previous Balance Due \$ 10,255.50

---

Total Payments and Credits \$ 10,255.50

---

**TOTAL BALANCE DUE \$ 8,974.60**

This page intentionally left blank.



Executive Director's Report  
November 19, 2024

**ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR**

- *Property Management Report attached (see Attachment A)*
- *Airport Coordination Report attached (see Attachment B)*
- *Parking Report attached (see Attachment C)*
- *IGA with Columbia Area Transit (CAT) being drafted.*
- *Port's Real Estate Broker is working with Oregon DMV on a proposal for the state to lease the entire Marina West building.*
- *Month has been busy preparing for Fall Planning*

**ADMINISTRATION – PATTY ROSAS, EXECUTIVE ASSISTANT**

- Attended a webinar on website ADA compliance. Our website currently meets 99% of existing ADA standards, and we will work toward implementing the new rules that go into effect in 2027.
- Attended a Safety Committee training and am working with Ryan Klapprich to resume regular committee meetings.
- The Winter newsletter is in development, with a target release date in December.
- A live camera feed from the bridge was added to the website, providing real-time updates for bridge users.

**FINANCE – DEBBIE SMITH-WAGAR, FINANCE DIRECTOR**

*Audit:*

- We are nearly wrapped up with the audit. There are some questions on federal grants that we are following up on and should be wrapped up in the next week or so.

*Replacement Bridge:*

- Funding continues to be a big topic. The Bridge Improvement Program (BIP) grant application was submitted on October 18<sup>th</sup>. We hope to know the outcome of the request by early spring. We have been working with funding partners to make sure they are aware of the price increase and our new funding plan. The Project has started to use part of the \$500,000 loan from the Port for non-reimbursable expenses like government affairs work.

*Information Technology:*

- The toll booth is now connected directly to the back-office tolling system (P Square) with its own internet connection. When the time comes for the Port's administrative building to be demolished this will be one less technology issue to worry about.

The Port's new website went live in October. Patty Rosas really took the lead on this and did all of the heavy lifting. There was a challenge getting our live camera feeds to appear on the new website, but Patty worked with Radcomp to get the issues worked out and everything is appearing as it should. Our new website is ADA compliant, which is an upcoming federal requirement. It looks good too!

Our firewall upgrade has been completed, and just in the nick of time. The old firewalls started failing about two weeks before we were ready to go live on the new ones. P Square and Radcomp

worked to get us switched over as quickly as possible. The new firewalls have been live for a couple of weeks and so far are working great.

*Employee Handbook:*

- On page 49 of the employee handbook there was a scrivener’s error regarding “PTO Accrual Rates for Fulltime Employees”. Our intent was for employees to get basically the same accrual rate that they were getting under the old vacation/sick leave policy. Instead there was a calculation error. The handbook showed:

1<sup>st</sup> year: 5.33 hours – should be 7.11 hours  
2-5 years: 6.50 hours - should be 7.61 hours  
6-10 years: 7.38 hours - should be 8.31 hours  
11 or more years: 8.67 hours – should be 10.61 hours

We will make this change to correct the hours so employees don’t lose any of their time off.

**WATERFRONT/MARINA – DARYL STAFFORD, WATERFRONT MANAGER**

- *Met with Mitch Tiesberg to review his Sauna proposal. He decided that it would be best to work out more details before making a formal proposal to the Commission so he will not be presenting at Fall Planning.*
- *Met with Marine Sheriff Joel Carmody for a summer recap discussion. He would like to have a 2025 preseason water safety meeting with the Waterfront Recreation Concessions and stakeholders. Port staff will help put together the meeting and host at the Port Boardroom.*
- *Met with the Oregon State Marine Board of Directors to talk about water safety, the collaboration of the Port & Sheriff’s Department, and Wylde Wind and Water programs. They would like to use WWW as a model for other areas to teach youth about water safety by hosting presentations in schools, at the pool, and at recreation areas.*
- *KC Marine is currently working on replacing rotted boards on B-dock that are too difficult for our facility crew to repair. We have budgeted for this work.*

**GROUNDS AND FACILITIES – RYAN KLAPPRICH, FACILITIES MANAGER**

- *Wasco Repair*
- *Wasco Painting*
- *Big 7 repainting for new tenant*
- *Burned the burn pile*
- *Park Pruning*

~~###~~

### Property Management Report

October 2024

#### Leases

Executed	Onboarding	Renewal	Terminated
none	<a href="#">Big 7 #302A – Megan Mesloh</a> <a href="#">Marina West – DMV</a> <a href="#">Wasco #101 – Human Development Corporation</a> <a href="#">Big 7 #302 – The Clay Commons</a>	Timber #400 – Oregon Brineworks Wasco #200 – Crestline Construction	Friday, November 8 <sup>th</sup> : Marina East #102 – Earth & Muscle

#### Projects

Completed	In Progress
<ul style="list-style-type: none"> <li>• <a href="mailto:Properties@portofhoodriver.com">Properties@portofhoodriver.com</a> - new tenant contact</li> <li>• <a href="#">2024 Lease Rate Methodology</a></li> <li>• <a href="#">Port Tenants</a></li> <li>• <a href="#">Master Lease Template</a></li> <li>• <a href="#">Halyard Capital Improvement Projects</a> review</li> <li>• <a href="#">Properties P&amp;L</a></li> <li>• <a href="#">Real Estate Services Procurement</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Storage Unit Research</a></li> <li>• Big 7 Internet outage</li> <li>• Big 7 <a href="#">Brownfield Revitalization</a> Application</li> <li>• HR County Building Appraisals</li> <li>• Tenant Screening/Onboarding</li> <li>• Move Out Procedure</li> <li>• Address Creation/Establishment research</li> <li>• Common areas &amp; exterior areas review</li> </ul>

#### Vacancies

Buildin	Unit	Company	Addi	Lease St	Lease Er	SqFt U	Rentabi	Term	Term	Lease	Docusi	Docusi	Data	Documen	Mileston	Onboardi
			Rent			Area	Area SqFt	Received	Sent	Draft	Sent	Received	Entered	Compliance	Planned	Email Sent
Big 7	101					3,800	4,262	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	102					500	561	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	203					2,880	3,230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	204					2,495	2,799	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	301					1,700	1,907	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	302	The Clay Commons	\$583	4/1/2025	3/31/2028	2,600	2,916	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	302A	Megan Mesloh				634	711	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	303					5,000	5,608	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	401B					917	1,029	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	402A					560	628	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	402B					700	785	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MarinaE	103						0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MarinaE	200					913	1,060	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MarinaE	201					1,400	1,626	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MarinaW	C	DMV				181	205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wasco	101	Oregon Human Dev	\$840	1/1/2025	12/31/2029	1,639	1,909	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wasco	102					2,074	2,416	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wasco	103					772	899	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wasco	200					5096	5,936	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wasco	202					1,992	2,320	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### Key

- Executed: Lease signed.
- Onboarding: Tenant screened, qualified, and in negotiations.
- Renewal: Lease nearing end of term, and up for renewal or extension.
- Terminated: Planned tenant move-out.

### Airport Admin Report - October 2024

#### Leases

Executed	Onboarding	Renewal	Terminated
none	<a href="#">Streich Hangar</a>	<a href="#">Yellow Hangar 2025 T-Hangar Lease</a>	none

#### Projects

Completed	In Progress
<ul style="list-style-type: none"> <li>• <a href="#">Hangar Lease Procedure</a></li> <li>• <a href="#">Port Tenants</a></li> <li>• <a href="#">T-Hangar Rate Survey</a></li> <li>• <a href="mailto:Properties@portofhoodriver.com">Properties@portofhoodriver.com</a> - new tenant contact</li> <li>• <a href="#">2025 T-Hangar Rate Schedule</a></li> <li>• HR County Building Appraisals</li> </ul>	<ul style="list-style-type: none"> <li>• Tenant correspondence – security upgrades</li> <li>• Maintenance request – condensation</li> <li>• <a href="#">Hangar Inspections</a></li> </ul>

#### Key

Executed: Lease signed.

Onboarding: Tenant screened, qualified, and in negotiations.

Renewal: Lease nearing end of term, and up for renewal or extension.

Terminated: Planned tenant move-out.

### Parking Report – October 2024

	Transactions	Revenue
Passes	0	\$-
Daily Parking	1576	\$10,219
Citations	131	\$4,875
Dismissals	26	\$(1,135)
Late Fees	108	\$2,330
<b>Total</b>	<b>1841</b>	<b>\$16,289</b>

#### **Projects Completed**

- [Ticket Disputes](#)
- [Ticket Dispute Procedure](#)
- [2025 Parking Proposals](#)
- Training/Holiday Coverage
  - Guest moorage envelopes
  - Tenant customer service
  - Event Requests
  - Ship Docking

#### **Projects In Progress**

- Metrics/Reporting support
- Parking website review
- Flowbird popup review
- Text-to-Pay Instructions

#### **Key**

Executed: Lease signed.

Onboarding: Tenant screened, qualified, and in negotiations.

Renewal: Lease nearing end of term, and up for renewal or extension.

Terminated: Planned tenant move-out.

This page intentionally left blank.





**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](http://portofhoodriver.com) • Email: [info@portofhoodriver.com](mailto:info@portofhoodriver.com)

October 30, 2024

Eric Walker, Community Development Director  
Hood River County Community Development  
601 State Street  
Hood River, OR 97031

Re: Appeal #24-0145 of Land Use Permit #24-0091

Dear Eric,

Thank you for providing the Port Notice of Appeal Hearing dated October 28, 2024.

The Port would like to clarify one item noted in your August 5<sup>th</sup> Notice of Decision. The first bullet on page 3 notes that a "... permit was recently issued by the Port of Hood River granting the owner/occupants of the property direct access to the airport across Port property, which will support the future use of buildings for aircraft storage and operation."

There was indeed a discussion item on the Port Commission's agenda for the regular meeting held on May 21st regarding a "Through the Fence Agreement with Hood Aero at the Airport". Attached is the staff report from that day's meeting packet.

The meeting minutes state that the Through the Fence Agreement (TTFA) "would allow access to the runway through a specific property ... A discussion ensued regarding safety and preventing unauthorized access. The Commission reached consensus to move forward with the TTFA."

Following this consensus, staff was directed to work on the TTFA with Hood Aero. Though there have been informal discussions about a TTFA with the Applicant, no such agreement has been presented to the Port Commission as of October 30, 2024.

If I can be of any assistance to the County regarding the Port Commission's intention, please don't hesitate to contact me.

Respectfully,

Kevin M. Greenwood  
Executive Director

Attachment: Staff Report

cc: Port Commission  
Andreas von Flotow, Hood Aero LLC  
Jeff Renard, Aviation Management Services LLC (Airport Manager)

# Commission Memo



Prepared by: Kevin Greenwood  
Date: May 21, 2024  
Re: Request from Hood Aero for a So. Apron Through The Fence Agreement (TTFA)

---

Staff received a request from Andreas von Flotow, President, Hood Aero (the Port's current Fixed Based Operator), requesting an easement to grant a TTFA on the South Apron directly south of the local of the since-removed fuel tank. Von Flotow references a similar agreement that the Port has (and is currently in the process of refining) with WAAAM. The email also references uses identified in the County Code. The land in question is currently zoned Exclusive Farm Use (EFU). There has been discussion over the years about allowing airport development at this site and in this zoning designation.

Assuming Hood Aero can obtain the appropriate county approvals, staff is supportive of developing a 115-ft. access from the EFU property to the South Apron.

Ashleigh Dougill, Port legal counsel, has researched FAA rules and since the Port has many federal airport grants, she is recommending the following:

1. That the Port use a license agreement and not an easement with the TTFA.
2. That the use is subject to the Airport's operating standards.
3. That a fee be assessed for the license.
4. That the Port reach out to Kevin Olsen, Leasing & Contracts, at Oregon Dept. of Aviation (ODAV) for guidance.

The WAAAM/Terry Brandt easement may not be compatible as that document was signed in the early 1990s before FAA changed rules in the 2000s. In addition, the Port received an exchange in property and the current easement is being modified to allow the Port to generate revenue on the east side of the North Apron. New agreements with WAAAM/Brandt will show in-kind value between parties from those earlier transactions.

**RECOMMENDATION:** Discussion. If the Commission agrees that this is worthwhile, staff would appreciate direction to move forward.

This page intentionally left blank.

**From:** [Andreas von Flotow](#)  
**To:** [Kevin Greenwood](#)  
**Cc:** [Claudia Munk-von Flotow](#)  
**Subject:** Airport South Side: Through the Fence Easement Request  
**Date:** Wednesday, May 1, 2024 10:05:13 AM  
**Attachments:** [Site Plan - 4S2 South Private Development w Thru The Fence Easement.pdf](#)

---

Kevin,

I would like to request an easement from the Port to grant thru-the-fence access to the airport from the south side where the old fuel tank is being removed. See attached site plan.

We would like to build privately-owned hangars to base additional aircraft out of 4S2. The easement would be similar to the existing WAAAM easement but much more clearly written.

County Zoning would allow the hangars as either accessory structures (Section 3.15) or personal-use airport hangars (Section 3.04.K & 3.05).

Would you please get this request in front of the Commission at your earliest convenience?

Thank you,



**Andreas von Flotow** | *President*  
**Hood Aero** | *Connecting People Through Aviation*  
d: 541.399.2464 | e: [Andreas@HoodAero.com](mailto:Andreas@HoodAero.com)

This page intentionally left blank.

