



PORT OF HOOD RIVER

SPECIAL MEETING

Tuesday, July 14, 2026, at 4:00 PM

Port Conference Room

1000 E. Port Marina Drive, Hood River

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

***REVISED AGENDA**

1. **Call to Order** – 4:00 PM
 - a. *Election of Officers (*K. Greenwood, Pg. 3*)
 - b. Modifications, Additions to Agenda
 - c. Public Comment (3 minutes per person per subject; 30-minute total limit)

2. **Action Items**
 - a. Consideration of Third Extension to Purchase and Sale Agreement with Amazon for Lower Mill (*A. Rose, Pg. 5*)

3. **Adjourn**

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

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

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Commission Memo

Prepared by: Kevin Greenwood, Executive Director
Date: July 21, 2026
Re: Election of Officers for FY 26-27



The By-laws of the Port of Hood River Board of Commissioners describe the process for electing Board officers at the first meeting in July...

“Section 15. Election of Officers. At the first regular meeting of July, on an annual basis, the Commission shall elect a President, Vice President, Secretary and Treasurer.

A. The order of nominations shall be President, Vice President, Secretary and Treasurer.

B. Process:

1. Four of five Commission members must be in attendance before an officer may be elected.
2. A Commission member may be elected as an officer upon receiving a nomination, a second and a vote of the majority in attendance. A Commission member may not nominate or second their nomination but may vote on the nomination.
3. If the nominated Commission member does not receive a majority, the sitting Commission President shall continue asking for nominations until the office is filled. If an office is unable to be filled, the sitting office holder shall remain in the position (the office may become vacant if the most recent office holder is not available) until the next scheduled meeting. The business item will then be placed on the next agenda.
4. An alternative process is to elect a plank of officers. Commission member not on the proposed plank shall nominate their nomination. All Commission members are eligible to second and vote for the plank.
5. In case of emergency, other processes may be used to appoint officers.

C. The one-year term of office is from July 1st until June 30th of the following year.”

Officers last fiscal year were:

- President – Heather Gehring
- Vice President – Tor Bieker
- Secretary – Kristi Chapman
- Treasurer – Kathryn Thomas

RECOMMENDATION: Staff recommends the Commission make nominations and hold elections for Commission officers for FY 26-27

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Commission Memo

Prepared by: Amanda S. Rose, Director of Real Estate
Date: July 14, 2026
Re: Amazon Purchase and Sale Agreement –
Request for Third Extension



On September 23, 2025, the Port of Hood River entered into a Purchase and Sale Agreement (PSA) with Amazon.com Services LLC for the sale of approximately 11 acres of industrial property located on Neal Creek Mill Road in Hood River. The negotiated purchase price is approximately \$3.47 million. Under the terms of the PSA, Amazon was provided a 210-day Inspection Period to complete due diligence activities, including environmental review, engineering analysis, permitting efforts, and other evaluations necessary to determine the feasibility of developing the site for a last-mile distribution facility.

The PSA granted Amazon two contractual options to extend the Inspection Period by forty-five (45) days each. Amazon exercised its first extension on April 20, 2026, extending the Inspection Period through June 5, 2026, and exercised its second extension on June 2, 2026, extending the Inspection Period through July 20, 2026. Amazon has now exhausted all extension rights available under the original PSA, and any additional extension requires approval by the Port Commission.

During the due diligence period, Amazon advanced the land use entitlement process for the proposed facility. In February 2026, Hood River County Planning staff issued a tentative approval of Amazon's application for a distribution facility on the site. Following that approval, an appeal was filed by Thrive Hood River challenging the County's decision. The appeal was heard by the Hood River County Planning Commission through a series of public hearings. On May 27, 2026, the Planning Commission voted 5-2 to sustain the appeal and deny the application.

Amazon subsequently exercised their rights to further appeal that decision to the Hood River County Board of Commissioners. The Board of Commissioners is scheduled to hear the appeal on August 17, 2026. At that hearing, the Board may affirm, reverse, or modify the Planning Commission's decision. Depending on the outcome, additional appeals may be available through Oregon's land use appeal process, including the Land Use Board of Appeals (LUBA).

Amazon has indicated that the primary reason for requesting an additional extension is to allow the Purchase and Sale Agreement to remain in effect while the County appeal process continues through the Board of Commissioners hearing and resulting decision. Under the terms of the original PSA, Amazon deposited \$75,000 in earnest money and subsequently exercised both contractual extensions, each requiring an additional \$15,000 extension fee. Pursuant to the PSA, the first extension caused \$35,000 of the earnest money to become non-refundable, and the extension fees also became non-refundable. As a result, a total of

\$65,000 is currently non-refundable and remains in escrow to be credited toward the purchase price at closing.

Amazon is now requesting a third extension of the Inspection Period through September 3, 2026. Under the proposed amendment, an additional \$15,000 would become non-refundable, increasing the total non-refundable amount from \$65,000 to \$80,000 while continuing to apply those funds toward the purchase price if the transaction closes.

In evaluating this request, the Commission may wish to consider that Amazon has invested substantial time and resources into the project and currently has \$65,000 of non-refundable funds at risk. At the same time, approval of a third extension would continue to encumber the property while the land use appeal process remains unresolved. The Commission's decision is therefore not whether Amazon may continue pursuing its appeal, but whether the Port wishes to continue reserving the property under contract while that process proceeds.

RECOMMENDATION:

Commission discussion and direction regarding whether to authorize a third extension of the Purchase and Sale Agreement through September 3, 2026.

ATTACHMENTS:

First Amendment to Purchase & Sale Contract

FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT
(Neal Creek Mill Road, Hood River, Hood River County, Oregon, 97031)

This First Amendment to Purchase and Sale Contract (this “**First Amendment**”) is dated as of the later of the signature dates shown below (the “**1A Effective Date**”) and is entered into by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation (“**Seller**”), and **AMAZON.COM SERVICES LLC**, a Delaware limited liability company (“**Purchaser**”).

RECITALS

A. Seller and Purchaser entered into that certain Purchase and Sale Contract dated September 23, 2025 (the “**Contract**”), with respect to the purchase and sale of real property more particularly described in the Contract. Capitalized terms used but not otherwise defined herein will have the meanings ascribed to them in the Contract.

B. Pursuant to Section 5(d) of the Contract, Purchaser has exercised all of its two (2) options to extend the Inspection Period, which is currently scheduled to expire on July 20, 2026, and deposited the Extension Fees in the amount of \$30,000.00 in total. Seller and Purchaser desire to amend the Contract to further extend the Inspection Period, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, Seller and Purchaser agree as follows:

1. Inspection Period. As of the 1A Effective Date, the Inspection Period is amended to expire at 11:59 p.m., Pacific Time, on **Thursday, September 3, 2026**. In consideration of the foregoing extension, provided that Seller is not in default beyond applicable notice and cure periods under the Contract, an additional \$15,000.00 of the Earnest Money shall become non-refundable to Purchaser, but remain in escrow and applicable to the Purchase Price at Closing. For the avoidance of doubt, provided that Seller is not in default beyond applicable notice and cure periods under the Contract, a total of \$65,000.00 of the Earnest Money has already become non-refundable to Purchaser, but remains in escrow and applicable to the Purchase Price at Closing, and the total amount that will be non-refundable as a result of this First Amendment will be \$80,000.00.

2. Representations and Warranties. Each party represents and warrants to the other (a) all action necessary to authorize the execution of this First Amendment has been taken by such party, and (b) the individual executing and delivering this First Amendment on behalf of such party has been authorized to do so, and such execution and delivery shall bind such party.

3. Binding Effect; Governing Law. This First Amendment is binding upon and will inure to the benefit of Seller and Purchaser, and their respective successors and permitted assigns. By executing below, Seller and Purchaser agree that the Contract remains in good standing, continues in full force and effect, and all of the terms and provisions of the Contract, as amended by this First Amendment, are hereby ratified and confirmed. If any provision of this First Amendment conflicts with those of the Contract, the provisions of this First Amendment will control. This First Amendment shall be governed by and construed in accordance with the laws of the State of Oregon.

4. Counterparts. This First Amendment may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. This First Amendment may be executed

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by electronic copy, including DocuSign.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the 1A Effective Date.

SELLER:

PORT OF HOOD RIVER,
an Oregon municipal corporation

By: _____

Name: _____

Title: _____

Date Signed: _____

PURCHASER:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____