



PORT OF HOOD RIVER COMMISSION
AGENDA
Tuesday, April 20, 2021
Via Remote Video Conference, Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment
 2. Consent Agenda
 - a. Approve Lease Agreement with the Hood River Yacht Club *(Daryl Stafford, Page 3)*
 - b. Approve Use Agreement with Gorge Sail Ventures *(Daryl Stafford, Page 13)*
 - c. Approve Accounts Payable with Jaques Sharp in the Amount of \$12,403 *(Fred Kowell, Page 31)*
 3. Informational Reports – *(Provided for information only, unless discussion requested by Commissioner)*
 - a. Bridge Replacement Project Update *(Kevin Greenwood, Page 35)*
 4. Presentations & Discussion Items
 - a. Hood River Energy Council Update Presentation – Marla Harvey *(Michael McElwee, Page 43)*
 - b. Hood River Soaring STEM Education Program FAA Grant Presentation – Mark Stanfield *(Michael McElwee, Page 65)*
 - c. Summer Waterfront Recreation Operations Preview *(Daryl Stafford, Page 71)*
 - d. David Evans Associates Hydrography Study Findings *(Kevin Greenwood, Page 77)*
 - e. Financial Report for the Nine Months Ended March 31, 2021 *(Fred Kowell, Page 79)*
 5. Executive Director Report *(Michael McElwee, Page 89)*
 6. Commissioner, Committee Reports
 - a. Marina Committee, April 8 - Sheppard
 7. Action Items
 - a. Authorize Purchase of AV Gas Tank System and QT Reader Card System at the Ken Jernstedt Airfield *(Michael McElwee, Page 97)*
 - b. Approve Operations Agreement with Hood River Soaring at the Ken Jernstedt Airfield *(Michael McElwee, Page 115)*
 - c. Authorize Payment to Hood River Soaring for Purchase of Tow Plane Propeller for Noise Mitigation at Ken Jernstedt Airfield *(Michael McElwee, Page 129)*
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) real estate negotiations.
 10. Possible Action
 11. Adjourn

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

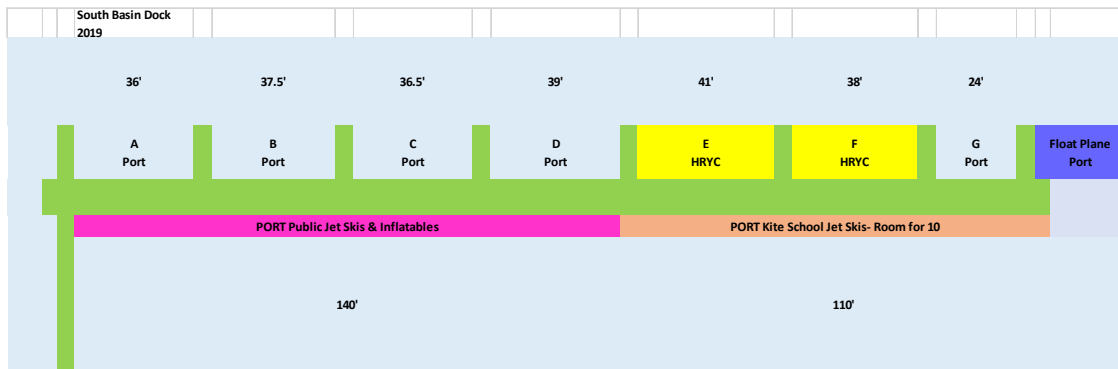
*The chair reserves the opportunity to change the order of the items if unforeseen circumstances arise. The Commission welcomes public comment on issues not on the agenda during the public comment period. With the exception of factual questions, the Commission does not immediately discuss issues raised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

Commission Memo



Prepared by: Daryl Stafford
 Date: April 20, 2021
 Re: Hood River Yacht Club- South Basin Dock Lease

The Hood River Yacht Club (“HRYC”) has been a tenant of the Port since 2012 and has rented space at the South Basin Dock (“Dock”) since 2016. HRYC currently leases two spaces at the Dock, spaces E and F, for dinghy storage. Each space has 2 boat slips. Currently, HRYC has two custom-built floats that occupy each space.



In June 2019, the Commission approved a lease through April 30, 2021. HRYC would like to renew the lease for 2 more years, from May 1, 2021 through April 30, 2023. Their account is currently paid in full.

The recommended annual cost to rent the two spaces is \$3,000 per year.

RECOMMENDATION. Approve Lease with Hood River Yacht Club at the South Basin Dock.

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SOUTH BASIN DOCK LEASE 2021-2023

THIS SOUTH BASIN DOCK LEASE (“Lease”) is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Lessor" or "Port", and **HOOD RIVER YACHT CLUB, INC.**, an Oregon domestic nonprofit corporation, hereinafter referred to as "Lessee".

The parties agree as follows:

1. Definitions.

- (a) **“South Basin Dock”** means the dock located on the south shore of the Hood River Marina in Hood River, Oregon, accessible from the south shore of the Hood River Marina and more fully described in Exhibit “A”, which is attached hereto and incorporated herein by reference.
- (b) **“Infrastructure and Common Areas”** mean portions of the South Basin Dock including ramp, main walkway, pilings and finger floats that are used by other South Basin Dock lessees and are maintained by the Port.
- (c) **“Leased Dock Space”** means the following spaces at the South Basin Dock, shown in Exhibit “A”: **Spaces E and F** for dinghy use/storage.

2. Description. In consideration of the covenants of the parties herein contained, Lessor leases to Lessee the Leased Dock Space of the South Basin Dock (“Leased Premises”). Exhibit “A”.

3. Term. This lease shall be for the period commencing on May 1, 2021 and continuing through April 30, 2023 (“Lease Term”).

4. Renewal. Provided Lessee is not in default and upon mutual agreement of the parties, this South Basin Dock Lease may be renewed upon terms mutually agreed at the time of renewal (“Renewal Term”). Said renewal shall be in writing. Lessee must notify Lessor of its intent to renew this lease by February 15, 2023.

5. Payment.

Lessee shall pay Lessor \$3000 per year for 2 spaces, \$1,500 per space per year. The total for the two year term is \$6,000. The annual payment is due by September 15 each year of the Lease Term.

6. Keys/Fees. Lessor has sole responsibility for issuing keys to access the leased premises. To obtain a key to access the leased premises, Lessee must pay a \$50 deposit to Lessor. A total of 5 keys may be issued, each at the expense of the Lessee. Lessee agrees that duplicate copies of the key will not be made. This deposit is refundable upon return of the key to Lessor when the Lease Term ends or is terminated. Additional keys may be issued upon mutual agreement and payment of the \$50 deposit per key.

7. Use. Lessee shall use the leased premises for non-motorized vessel storage and launching in accordance with the terms of this lease. The leased premises shall not be used for any other purposes without the written consent of the Lessor. No racks or other storage devices may be installed unless first approved by Lessor. Lessee may install movable floating docks in these spaces with Lessor’s prior written permission.

8. Seasonal Tenants/Subleases. If Lessee subleases the slips in Spaces E & F for boat slips or dinghy storage as provided in this agreement to sub-lessees as Seasonal Tenants (“**Seasonal Tenants**”), sublease opportunities must be advertised and made available to the public. Lessee cannot discriminate against non-Lessee members in subleasing to Seasonal Tenants including rates being charged. Lessee is responsible for the administration and management of all subleases.

Lessee shall deliver copies of all leased premises subleases to Lessor prior to execution for Lessor’s approval, and after approval by Lessor when executed. All subleases shall require the sub-lessee to comply with all terms and conditions of this lease and shall be subject to the terms of this lease.

9. Taxes. Lessee shall pay all taxes on its personal property located on the leased premises. Lessee shall pay all real property taxes of governmental units assessed against the leased premises. Lessee shall pay all such real property taxes which have been assessed and are payable during Lessee’s occupancy. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee’s occupancy, even if the lease term has ended, or if Lessee has vacated the leased premises.

10. Utilities. Lessor shall not provide owner utilities for the leased premises. If Lessee requires utilities, Lessee must receive Lessor’s written permission prior to installation and is responsible for all utility charges.

11. Maintenance. Lessor will maintain all South Basin Dock Infrastructure and Common Areas in a safe and operable condition consistent with typical public marina standards to allow the use of the Leased Dock Space by Lessee.

12. Parking. Lessee and its Seasonal Tenants may use designated parking areas on Lessor’s property for the purpose of accessing the Leased Dock Space. Lessee and its Seasonal Tenants shall not park in a manner that conflicts with other tenant parking. Lessee shall not allow any parking in the spaces adjacent to the west face of DMV Building. Lessor reserves the right to restrict other parking spaces available for Lessee and its Seasonal Tenants.

13. Liability Insurance and Hold Harmless Agreement. Lessee agrees to indemnify and save Lessor, Lessor’s Port Commissioners, officers, employees and/or agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the leased premises or from anything done by Lessee or the Seasonal Tenants at the leased premises, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this lease, or arising from any act of Lessee’s agents, contractors, employees, licensees, or Seasonal Tenants in or about the leased premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the leased premises with minimum coverage of one million dollars (\$1 million) combined single limits and agrees to require any Seasonal Tenants to carry

insurance in a form and amount required by Lessor. Seasonal Tenant subleases for motorized vessels shall require those Seasonal Tenants to maintain watercraft liability insurance in the amount of \$500,000 and fuel spill liability in the amount of \$100,000 if the watercraft has more than 30 gallons fuel capacity. The Lessee and Seasonal Tenants policies shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, or agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen days prior written notice. The Lessee's insurance policy shall name all Seasonal Tenants as additional insured. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor, which approval shall not be unreasonably withheld. A copy of Lessee's policy or certificate of insurance shall be delivered to Lessor within seven days after the date of this lease. A copy of any sublessee's policy or certificate of insurance shall be delivered to Lessor within seven days after the date of the sublease.

14. Fire Insurance and Waiver of Subrogation. If the leased premises are partially or totally destroyed by fire or other casualty, Lessor may decide to repair the leased premises, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within 30 days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the lease for the portion of the Leased Dock Space that is destroyed shall terminate 30 days after the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the lease shall continue and Lessor shall return the leased premises to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the leased premises is disrupted during Lessor's repairs a reasonable portion of the rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's or any Seasonal Tenant's property, including their fixtures or equipment. In no event shall Lessee or any sub-lessee be entitled to recover damages from Lessor related to destruction of the leased premises or related to repairs undertaken by Lessor.

Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of property loss, which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

15. Lessee's/Lessor's Covenants. Lessee shall not do anything which may damage the leased premises, any systems serving the leased premises or areas owned by Lessor near the leased premises. Lessee shall not be a nuisance or a menace to others. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the leased premises and to Lessee's activities at the leased premises, and to comply with rules adopted by Lessor, and Lessee shall require all sub-lessees to likewise comply.

Lessee shall not moor any motorized vessels or attach any fixtures or make any improvements or alterations to the leased premises without describing them in writing and receiving Lessor's prior written consent.

Lessee shall not suffer or give cause for the filing of any lien against the leased premises.

- 16. Quiet Enjoyment.** From the date the lease commences Lessee will have the right to use the Leased Dock Space consistent the terms and conditions of this lease. Lessee agrees that Lessor may make improvements to the leased premises and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the leased premises.
- 17. Care of Premises.** Lessee shall at all times keep the leased premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements and shall surrender the leased premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted. At all times Lessee and all Sublessees shall conform with and enforce requirements in the current Marina Moorage Rules and Regulations that are posted on The Port of Hood River website:

<https://portofhoodriver.com/marina/moorage-info-wait-lists/>

- 18. Fixtures and Personal Property.** Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the leased premises during the term of the lease shall be the property of Lessor, and shall remain on the leased premises at the expiration or termination of the lease, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee or a sub-lessee has placed on the leased premises at Lessee's expense, in a way which does not cause damage to the leased premises.

At the expiration or earlier termination of the lease term Lessee shall remove all marine vessels and any other personal property of any kind from the leased premises. If Lessee fails to do so this shall be an abandonment of such property, and Lessor may retain the abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may effect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

- 19. Signs.** Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the leased premises without the prior written consent of Lessor. Lessee agrees to maintain in good condition any signs or displays which are allowed.

- 20. Lessor's Access to Premises.** Lessor shall have the right to enter upon the leased premises at all reasonable hours without notice for the purpose of inspecting it, or to make repairs, additions or alterations to the leased premises or any property owned or controlled by Lessor.

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

22. Assignment. Lessee agrees not to assign or in any manner transfer this lease or any interest in this lease without the prior written consent of Lessor.

23. Default. Time is of the essence of performance of all the requirements of this lease. If any lease payment or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property, including any sub-lessee's, by legal action or by self help with the use of reasonable force and without liability for damages.

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

24. Notices. Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent or to the person signing the lease on behalf of Lessee, or if addressed to Lessee, sent by certified mail with postage prepaid to the address indicated on the signature page of this lease; and if such notice is to Lessor, delivered personally to the Executive Director of Lessor or addressed to Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031, sent by certified mail with postage prepaid. Notice shall be deemed given on the date of personal delivery or if mailed, one day after the date of mailing.

25. Amendments. This lease may be amended only by an instrument in writing executed by all the parties, which writing must refer to this lease.

26. Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this lease.

27. Governing Law. This lease will be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-laws principles.

28. Injunctive and Other Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the parties may be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

29. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this lease must be brought against any of the parties in the Circuit Court of Hood River County, Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

30. Exhibits. The exhibits referenced in this lease are a part of this Lease as if fully set forth in this lease.

31. Severability. If any provision of this lease is invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this lease will not be in any way impaired.

32. Attorney Fees. In the event of litigation by either party to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees thereon and upon any appeal, in addition to its costs and disbursements.

33. Entire Agreement. This lease (including the documents and instruments referred to in this lease) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this lease and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

34. Authority to Execute. The person executing this Lease on behalf of Lessee warrants that they have the authority to do so.

DATED this _____ day of _____, 2021.

Lessee:

**HOOD RIVER YACHT CLUB, INC.
PMB No. 147
2149 Cascade Avenue Ste. 106A
Hood River, OR 97031**

BY:

**Tyler Bech
Commodore**

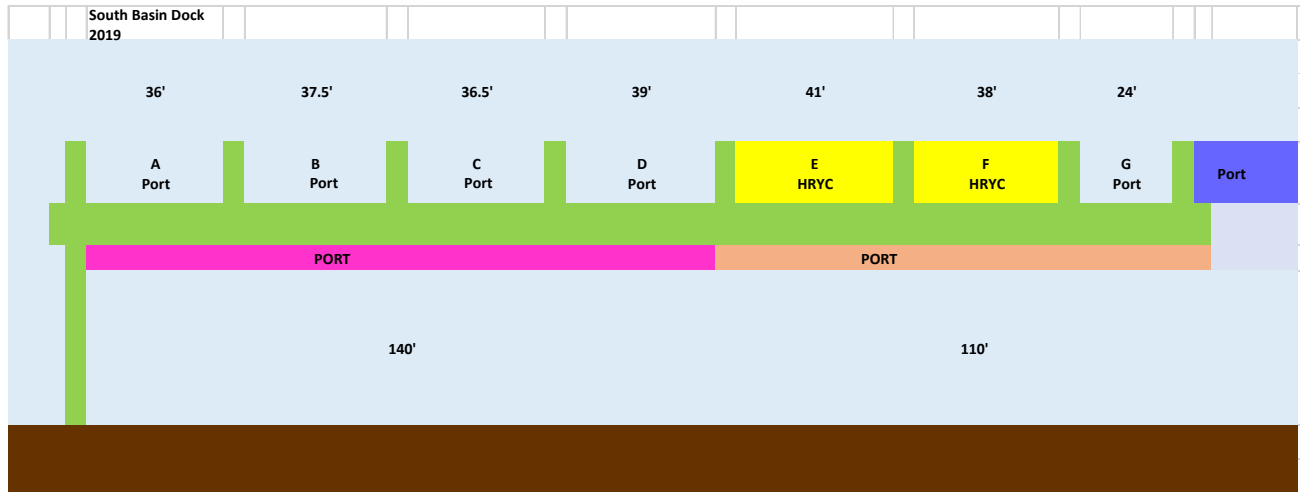
Lessor:

**PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-1645**

BY:

**Michael S. McElwee
Executive Director**

Exhibit "A"



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Commission Memo



Prepared by: Daryl Stafford
Date: April 20, 2021
Re: Gorge Sail Ventures, LLC Concession

Gorge Sail Ventures, LLC (“GSV”) is owned and operated by Joe Thomas and his family, current Marina tenants. Mr. Thomas approached the Port and Marina Committee two years ago requesting permission to offer sailboat charters from either the Port’s commercial or guest dock. Due to Covid, submission of a formal proposal was postponed for a year. GSV now requests Commission approval of the attached Use Agreement.

Mr. Thomas has a USCG Captain’s License, 50-ton Master Inland and OUPV (6-Pack) licenses. His vessel, Northern Exposure, is compliant with all applicable USCG regulations. They have met the Port’s insurance requirements per our Insurance Agent. Please see attached promotional and informational materials about the business.

No commercial activity is currently allowed from the Marina moorage. Mr. Thomas’s proposal states that customer pick up and drop off would take place from the North Jetty Cruise ship dock. If a large vessel is already moored there, the Port would need to authorize customer pick up and drop offs from the Guest or Transient dock for GSV.

The Marina Committee has reviewed the proposal and are in favor of allowing the Charter to operate.

RECOMMENDATION. Approve Use Agreement for Gorge Sail Ventures, LLC for commercial sailing charters at the Hood River Marina.

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**DOCKAGE AGREEMENT
BETWEEN THE PORT OF HOOD RIVER AND GORGE SAIL VENTURES, LLC**

1. Agreement: Subject to the terms of this Use Agreement (“Agreement”) the Port of Hood River (“Port”) grants Gorge Sail Ventures, LLC (“User”) permission to temporarily use the Port’s Cruise Ship Dock (“Use Area A”) and if it is unavailable due to a large vessel booking or moorage, the Transient Tie Up Dock at the Boat Ramp (“Use Area B”), as shown on Exhibit A (collectively “Use Areas”). The User is permitted to use Use Areas, when available, for temporary docking of the Vessel Northern Exposure (“Vessel”) for loading and unloading passengers for private tours. Marina Park hours are 7:00a.m. through 9:00p.m. Customer vehicles must be moved prior to 9:00p.m. at which time the Marina Park gates are locked. Customers are not allowed in the Marina Moorage area.

2. Fee: User shall pay a fee of five hundred dollars (\$500.00) in advance of when this Agreement begins.

3. Term: The use granted by this Agreement shall be for one term that commences on April 1, 2021 and continues through October 31, 2021 (the “Term”). The Term may be reduced by written agreement. During the Term, User agrees that it will not utilize Port utilities for charters and will promptly remove all garbage at its expense. This Agreement shall be valid from the date it is signed by both User’s and Port’s authorized agents and continue during the remainder of the Term, unless earlier revoked. The Port may immediately revoke this Agreement if User fails to comply with any conditions set forth herein.

4. Laws: User shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to its occupancy or use of Port property, and shall comply with all Port ordinances, rules or requests regarding use of the Use Areas during the term of this Agreement. Vessel must be in compliance with all applicable USCG Rules and Regulations. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. Court venue for any dispute will be in the Circuit Court of Hood River, Oregon.

5. User’s Insurance: User shall hold the Port, its employees, agents and Commissioners harmless from and indemnify them against any claims or liability for damage to persons or property in any way related to User occupancy or use of Port property. During the term of this Agreement User shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage in a form reasonably acceptable to the Port issued on an occurrence basis in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence (“Commercial Insurance”). User shall provide the Port with proof of insurance coverage with a certificate naming the Port, its employees, agents and Commissioners as an additional insured. Policy must include a Captain Charter Coverage Endorsement reviewed and approved by Port’s Insurance Agent.

6. Covenants: Right of way on the jetty or Marina access road is non-exclusive and shall not be blocked, obstructed, diminished or restricted by User without prior Port authorization. User’s use the Use Areas and the Port’s property and facilities is entirely at User’s own risk, regardless of conditions. The Port makes no warranty, either expressed or implied, as to the suitability of the Use Area or Marina access road for User’s use, or regarding water depths within or near the Use Areas or Port Marina Basin. Water depth will vary continually because of the volume of river flow and weather conditions. User should take soundings on a regular basis to ensure the safety of the Vessel. User shall not do anything

which damages Port property. User shall keep the Use Areas in at least as good condition as they are in at the outset of the Agreement term. With thirty (30) days prior written notice to User, The Port may terminate or alter this Agreement.

7. Food and Alcohol: User is not permitted to sell food or alcohol.

8. Taxes and Assessments. If as a result of User’s activities at or occupancy of the Use Area, or as a result of this Agreement, any real property taxes or governmental assessments are payable by Port, User agrees to pay such taxes or assessments or to reimburse Port if Port pays them.

9. Attorney Fees: In any action or proceeding for the collection of any sums or charges which may be payable hereunder or to enforce any terms of this Agreement, User agrees to pay a reasonable sum for Port’s attorney fees and court costs before suit, at suit or on appeal.

10. Signing Authority: Each person signing this Agreement on behalf of the Port and User represents and warrants they have the right to do so.

By: _____
Dated: _____, 2021
William Joe Thomas
Gorge Sail Ventures
PO Box 2553
White Salmon, WA 98672
(503)381-0660
gorgesailventures@gmail.com

By: _____
Dated: _____, 2021
Michael McElwee Executive Director
Port of Hood River
1000 E. Port Marina Dr.,
Hood River, OR 97031
(541)386-1645

EXHIBIT "A": USE AREAS

Use Area "A"



Use Area "B"



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PROPOSED COMMERCIAL USE
OF GUEST DOCK FOR SAILING
CHARTER

MARCH 2021

GORGE SAIL VENTURES, LLC
William Thomas, USCG 50-ton Masters

SUMMARY

The locally owned and operated business, Gorge Sail Ventures LLC, requests permission to use the Hood River Marina guest dock to allow customers to board the sailing vessel *Northern Exposure*, for purposes of day sailing charters.

BACKGROUND

Gorge Sail Ventures is owned and operated by a four-member LLC, comprised of Kay Endres, William J. Thomas, Jan Thomas, and Luther Thomas. Kay Endres and William J. Thomas both hold current United States Coast Guard (USCG) Captain's licenses; 50-ton Master Inland and OUPV (6-Pack) licenses, respectively. Jan Thomas and Luther Thomas provide support functions in administrative and boat handling tasks. Gorge Sail Ventures, LLC was founded in 2017, and is based out of White Salmon, WA. Gorge Sail Ventures operates the sailing charter from the sailing vessel *Northern Exposure*, a Hunter 33.5, owned by the LLC. The vessel is USCG documented and is in constant compliance with all applicable USCG regulations and carries current insurance with Hood River Marina as an additional insured.

REQUEST TO BOARD CLIENTS

Gorge Sail Ventures (GSV) originally proposed to operate the sailing charter from its marina slip, C239. However, the last year when the Marina Committee approved the commercial use, they asked that GSV would load and unload passengers at the guest dock located at Hood River Marina. Moving forward with that stipulation, customers will now load and unload from the guest dock. Customers book and purchase sailing charters online, in advance of arrival at the marina, and GSV moves the boat from its regular slip over to the guest dock to pick up and drop off passengers. No commercial activity outside of loading and unloading passengers will occur on marina property, and time at the guest dock is expected to be approximately 20 minutes per load/unload.

ADDITIONAL INFORMATION

Sailing Season

Our 2021 sailing season is expected to run from May - September 2021. Sailing may occur outside of these dates by special request. Charters may begin as early as 6am, and end as late as 9pm, to accommodate a range of sailing trip options.

Rate for Use of Guest Dock

We propose a flat fee for the seasonal (5 months/year) and intermittent (~20 min/boarding) use of the guest dock for the purpose of loading and unloading passengers. Our service would be most similar to a fishing guide, and to our knowledge there are no comparable rates established at the Port.

Therefore, we suggest a rate of \$250 for the 5-month season; we feel that this modest fee is in line with our modest proposed use of the dock. In truth, there is generally no fee for users of the guest dock in these small intervals; additionally, with the fee proposed here, there is no dedicated space being rented - there is no guarantee of dock space at any given time that GSV may require it. It is for these reasons that the fee proposed here is appropriate. It address the concession to a commercial use of the dock, but does not reflect the dedicated, reserved use that a larger rate might command.

GSV POLICIES

Licenses and Permits

Gorge Sail Ventures is licensed in the State of Washington and insured to operate charter service on the Columbia River and its tributaries out of the Port of Hood River Marina. The vessel is operated by a USCG-licensed Captain and holds USCG vessel documentation.

COVID-19 Procedures

During all trips and courses, we are committed to following to all current federal, state, and local county guidance and/or restrictions. Currently, we will require masks or other cloth face covering on all guests when in the cockpit or below decks. Your crew will also be wearing masks at all times. For more information about what to expect, or if you have questions, please don't hesitate to call us.

Participation Agreement & Assumption of Risks

All guests with Gorge Sail Ventures will be asked to carefully read and sign a *Participant Agreement, Release and Assumption of Risk* prior to any trip. Minors over the age of 16 must also read and sign the agreement, as well as have the Agreement signed by a parent or legal guardian. If the minor's legal guardians will not be participating in the trip (all minors must be accompanied by a responsible adult), the form may be read and signed by the parent or legal guardian in advance of the trip. Please send a printed copy of the signed form with the adult responsible for the minor, or you may email it ahead of the trip to gorgesailventures@gmail.com.

No passengers may participate in a GSV trip without a signed Agreement.

Cancellation Policy

For our scheduled sailboat cruises, we are happy to provide either a refund or apply your payment to a future booking with GSV, at your option, for cancellations made at least 14 days before the scheduled trip. A \$20 cancellation fee will apply to all cancellations to cover credit card processing fees. If you reschedule your trip in the same transaction, this fee does not apply.

Cancellations made less than 14 days prior to departure will forfeit payment if another excursion cannot be booked into your slot. We understand that unforeseen circumstances arise and we are committed to helping find the best solution possible for any unforeseen reschedules.

Please contact us as soon as you know that you will not be able to attend your scheduled trip so that we can work with you to find the best solution.

If GSV is forced to cancel or reschedule due to unforeseen circumstances that would prevent us from offering your trip (e.g., mechanical breakdown, illness), we will notify you as soon as possible so that you are able to adjust your plans accordingly. You will receive a full refund or reschedule, at your option, and we will be happy to re-book you with a 25% discount. No cancellation fee will apply to trips cancelled by GSV.

GSV POLICIES, cont.

Drug and Alcohol Policy

Guests 21 years of age and older may bring modest amounts of alcohol onboard for their own consumption. Excessive alcohol use will not be tolerated, and guests arriving for a trip visibly under the influence of alcohol or drugs will not be permitted to participate, and no refund will be given. No drugs, legal or illegal, will be allowed onboard.

Changing Weather and River Conditions

Passenger safety is our first priority, and to that end we reserve the right to change or cancel any scenic sail due to inappropriate weather conditions, river conditions or other circumstances beyond our control. We will be happy to provide you with an equal credit for future use if we are unable to complete your trip at your scheduled time due to circumstances beyond our control. Please note that the captain makes the final decision on the safety of the crew and passengers for all charters.

Discrimination Policy

Gorge Sail Ventures values all our guests and is proud to have a strict anti-discrimination policy. GSV does not and shall not discriminate on the basis of race, sex, gender identification, sexual orientation, national origin, native language, religion, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law.

Privacy Policy

We will never share or sell your information. Financial information is handled using all current industry standards and protections and GSV staff do not record or store your financial information. Your contact information is used solely for the purpose of communicating with you regarding GSV services.

Gratuities

Gratuities for your crew are always appreciated, but never expected.

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Sailboat Rides

.....
Hood River, OR



Raise the sails, steer the boat or just sit back and enjoy the views of the spectacular Columbia River Gorge aboard S/V Northern Exposure



www.columbiagorgesailing.com



.....

TWO-HOUR CRUISE

1-2 PEOPLE: \$200
EACH ADDITIONAL PERSON: \$55

THREE-HOUR TOUR

1-2 PEOPLE: \$300
EACH ADDITIONAL PERSON: \$65

HALF-DAY CRUISE

1-2 PEOPLE: \$500
EACH ADDITIONAL PERSON: \$75

CUSTOM CRUISE

ASK ABOUT PRICING

www.columbiagorgesailing.com

.....

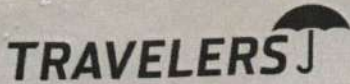
gorgesailventures@gmail.com

.....

503.381.0660

.....

 follow us @gorge_sail_ventures



TRAVELERS YACHT POLICY

The Standard Fire Insurance Company
One of The Travelers Property Casualty Companies
One Tower Square, Hartford, CT 06183

Named Insured

WILLIAM J THOMAS /GORGE SAIL VENTURES
PO BOX 2553
WHITE SALMON, WA 98672-2521

Your Agent's Name and Address

ANCHOR MARINE
2731 77TH AVE SE 207
MERCER ISLAND, WA 98040

Your Policy Number: 607067293 840 1
Transaction Premium: \$2,811.00
Total Policy Premium: \$2,811.00

For Policy Service Call: (206) 273-6996
For Claim Service Call: 1-800-772-4482
For Billing Questions Call: 1-800-550-7716

Policy Period
From: 06-25-20 To: 06-25-21 12:01 A.M.
Standard Time at the Residence Premises

Transaction Type New Business

Transaction Number 1

Yacht Description

| # | Year | Length | Manufacturer | Model | HP | Hull ID |
|---|------|--------|--------------|-------|------|--------------|
| 1 | 1993 | 33' | HUNTER | SAIL | 0024 | HUNS0130B393 |

Coverages

Amount of Insurance/
Limit of Liability

Deductible

Premium

Section Three

| | | | |
|---|--|--------|-----------|
| Yacht, Auxiliary Equipment and Dinghy Coverage | \$ 36,000 | \$ 720 | \$ 945.00 |
| Dinghy | Included if 16 feet or under and 50 hp or less | \$ 250 | Included |

Section Four

| | | | |
|-------------------|----------|--------|----------|
| Personal Property | \$ 5,000 | \$ 250 | Included |
|-------------------|----------|--------|----------|

Section Five

| | | | |
|-------------------------------------|----------|------|----------|
| Commercial Towing and Assistance | \$ 1,500 | None | Included |
|-------------------------------------|----------|------|----------|

Section Six

| | | | |
|---|-------------------------------------|--------------|-----------------------|
| Protection and Indemnity Accidental Fuel Spill Coverage | \$ 1,000,000 Per Policy Language | None None | \$ 357.00 Included |
|---|-------------------------------------|--------------|-----------------------|

Section Seven

| | | | |
|------------------|-----------|------|----------|
| Medical Payments | \$ 25,000 | None | \$ 44.00 |
|------------------|-----------|------|----------|

Section Eight

| | | | |
|------------------|--------------|------|----------|
| Uninsured Boater | \$ 1,000,000 | None | Included |
|------------------|--------------|------|----------|

Section Nine

| | | | |
|--|------------------|------|----------|
| Longshoremen's & Harbor Workers' Compensation | Statutory Limits | None | Included |
|--|------------------|------|----------|

Policy/Endorsements

| | | | |
|-------|---------|---|-------------|
| 44101 | (01-09) | Travelers Yacht Policy Jacket | |
| 44107 | (09-08) | Captained Charter Coverage Endorsement | \$ 1,200.00 |
| 44108 | (09-08) | Paid Crew Endorsement | 265.00 |
| 44116 | (09-08) | Additional Insured Endorsement | Included |
| 44138 | (09-08) | Western Region Special Amendatory Endorsement | |
| 44105 | (07-12) | Hurricane Haul Out Expense Reimbursement Endorsement | Included |

Credits

Boating Education Credit

Yacht Total Premium \$ 2,811.00

Navigational Information

Navigational Territory: It is hereby warranted that the Insured Yacht shall be confined to the waters indicated below.

Pacific coastal waters and tributaries of Columbia, Willamette and Snake Rivers, not exceeding a 25 nautical mile radius of the North Jetty at Columbia River Bar. Included are the inland lakes and rivers of Oregon.

Lay Up Period None

Additional Insured #1

PORT OF HOOD RIVER
MARINA 1000 E PORT MARINA DR
HOOD RIVER, OR 97031

Bill Method Installment Payments Billed to Insured

For Your Information

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

Continued on next page

44101 (01-09) 472/OXM289 DEC#: 1



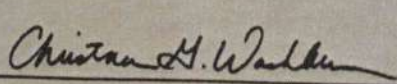

UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD



NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

| | | | | | |
|---|----------------------|---|---------------------------------------|------------------------------|--|
| VESSEL NAME NORTHERN EXPOSURE | | OFFICIAL NUMBER 992506 | IMO OR OTHER NUMBER HUNS0130B393 | YEAR COMPLETED 1993 | |
| HAILING PORT HOOD RIVER OR | | HULL MATERIAL FRP (FIBERGLASS) | | MECHANICAL PROPULSION YES | |
| GROSS TONNAGE 9 GRT | NET TONNAGE 8 NRT | LENGTH 33.0 | BREADTH 10.9 | DEPTH 7.2 | |
| PLACE BUILT ALACHUA FL | | | | | |
| OWNERS GORGE SAIL VENTURES LLC COMPRISED OF FOUR MEMBERS | | | OPERATIONAL ENDORSEMENTS COASTWISE | | |
| MANAGING OWNER GORGE SAIL VENTURES LLC 325 NE SPRING STREET PO BOX 2553 WHITE SALMON WA 98672 | | | | | |
| RESTRICTIONS NONE | | | | | |
| ENTITLEMENTS NONE | | | | | |
| REMARKS NONE | | | | | |
| ISSUE DATE MARCH 11, 2020 | |  DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER | | | |
| THIS CERTIFICATE EXPIRES MARCH 31, 2021 | | | | | |
|  | | | | | |

TRAVELERS YACHT POLICY**CAPTAINED CHARTER COVERAGE ENDORSEMENT**

In consideration of the additional premium of
\$ 1,200.00, the following terms are agreed to:

Coverage for up to a maximum of 024 days of
captained charters during the policy term. All charters
must be recorded in the ship's log and a copy of this
log provided to the Company upon request.

It is agreed that the **PRIVATE PLEASURE USE
WARRANTY** contained in **SECTION ONE:
GENERAL POLICY TERMS, CONDITIONS,
LIMITATIONS AND WARRANTIES** is amended
to include coverage for captained charters described
above and subject to the following conditions:

1. **PASSENGER WARRANTY** - You warrant that
the total number of passengers shall not exceed six
(6).
2. **LICENSED PAID CAPTAIN WARRANTY** -
You warrant that when your yacht or dinghy is
used for charter, it will be operated by an employed
paid captain duly licensed in accordance with
United States Law and the Law of the Port from
which the vessel operates and that the vessel carries
a current certificate of inspection of the United
States Coast Guard.
3. **CREW WARRANTY** - You warrant that there
shall not be more than the number of paid crew
members indicated on form 44108 - PAID CREW
ENDORSEMENT - employed aboard your yacht
or dinghy at any one time. A "paid crew member"
means any person employed by the insured as either
a licensed paid captain or paid crew member,
regardless of whether payment is by shares, wages
or any other form of remuneration. In the event
additional paid crew are to be employed, coverage
applies only if the insured has notified his or her
insurance representative of the additional paid
crew member(s) and payment additional premium
is provided by the insured.
4. **SWIMMING AND DIVING EXCLUSION** -
There is no coverage for death or bodily injury of
swimmers or divers while embarking, after leaving
your yacht or dinghy to enter the water, while in
the water, or while boarding your yacht or dinghy
on the return from the water. In addition, this
policy excludes all liability for injury, death or
accidents from or in connection with any sales,
servicing or use of diving equipment of any kind or
in any manner connected with these diving or
swimming activities.
5. **WATER SKIING, PARASAILING AND KITE
SAILING EXCLUSION** - There is no coverage
for bodily injury, including death or property
damage arising out of any water skiing, parasailing
or kite sailing activities.
6. **LOSS OF USE EXCLUSION** - This policy does
not cover loss resulting from cancellation of
charters, non-collectibility of charter or other fees,
bad debts or insolvency of agents.
7. **ALCOHOLIC BEVERAGE EXCLUSION** -
This policy does not cover claims for which you
may be held liable as a result of the sale, dispensing
or consumption of alcoholic beverages on board
your yacht or dinghy. This exclusion includes
liabilities arising out of:
 - A. violation of a law or regulation that
governs the sale, gift, distribution or use of
alcoholic beverages; or
 - B. the selling, serving or giving of alcoholic
beverages to a minor, or to a person under
the influence of alcohol, or that causes or
contributes to the intoxication of any
person.
8. **MINIMUM EARNED PREMIUM** - In the event
of cancellation, the premium charged for this
endorsement is considered fully earned.

All other terms and conditions of this policy remain
in full force and effect.

Commission Memo



Prepared by: Fred Kowell
Date: April 20, 2021
Re: Accounts Payable Requiring Commission Approval

| | |
|---------------------|--------------------|
| Jaques Sharp | \$12,403.00 |
|---------------------|--------------------|

Attorney services per attached summary

| | |
|--|--------------------|
| TOTAL ACCOUNTS PAYABLE TO APPROVE | \$12,403.00 |
|--|--------------------|

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JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

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

Page: 1
 April 02, 2021
 Account No: PORTOHAM

| Previous Balance | Fees | Expenses | Advances | Payments | Balance |
|---|----------|----------|----------|-----------|------------|
| EASEMENT (Charter Communications) | | | | | |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | \$0.00 |
| MISCELLANEOUS MATTERS | | | | | |
| JJ | | | | | |
| 1,275.00 | 1,400.00 | 0.00 | 0.00 | -1,275.00 | \$1,400.00 |
| FBO AIRPORT AGREEMENT (Gifford/Classic Wings) | | | | | |
| 0.00 | 1,325.00 | 0.00 | 0.00 | 0.00 | \$1,325.00 |
| LEASE (Pfricm Brewing) | | | | | |
| 6,385.00 | 5,150.00 | 0.00 | 0.00 | -6,385.00 | \$5,150.00 |
| AIRPORT HANGER LEASE (Hood Tech) | | | | | |
| 0.00 | 418.00 | 0.00 | 0.00 | 0.00 | \$418.00 |
| LEASE (Cloud Cap Technology) | | | | | |
| 0.00 | 375.00 | 0.00 | 0.00 | 0.00 | \$375.00 |
| TIMBER INCUBATOR BUILDING LEASE (Chief Consulting | | | | | |
| 0.00 | 25.00 | 0.00 | 0.00 | 0.00 | \$25.00 |
| ODOT IGA - I-84 BRIDGE REPLACEMENT | | | | | |
| 450.00 | 50.00 | 0.00 | 0.00 | -450.00 | \$50.00 |
| HANGAR DESIGN BUILD | | | | | |
| 300.00 | 0.00 | 0.00 | 0.00 | -300.00 | \$0.00 |

Account No:

| Previous Balance | Fees | Expenses | Advances | Payments | Balance |
|---|------------------|-------------|-------------|------------------|--------------------|
| LEASE (Neal Creek Forest Products, LLC) 950.00 | 935.00 | 0.00 | 0.00 | -950.00 | \$935.00 |
| LEASE (Rapid Ready Mix) (Bingen WA) 0.00 | 425.00 | 0.00 | 0.00 | 0.00 | \$425.00 |
| LEASE (United State Government (GSA)(FHWA)) 0.00 | 1,400.00 | 0.00 | 0.00 | 0.00 | \$1,400.00 |
| LEASE (Wolf Ceramics & Sarah Wolf) 0.00 | 425.00 | 0.00 | 0.00 | 0.00 | \$425.00 |
| LEASE (PWK Design, LLC) 0.00 | 200.00 | 0.00 | 0.00 | 0.00 | \$200.00 |
| UTILITY EASEMENT (Sprint) 0.00 | 275.00 | 0.00 | 0.00 | 0.00 | \$275.00 |
| <u>9,360.00</u> | <u>12,403.00</u> | <u>0.00</u> | <u>0.00</u> | <u>-9,360.00</u> | <u>\$12,403.00</u> |

**THIS STATEMENT REFLECTS SERVICES PROVIDED AND
 PAYMENTS RECEIVED THROUGH THE 31st OF MARCH UNLESS
 OTHERWISE STATED**



BRIDGE REPLACEMENT PROJECT

Project Director Report
April 20, 2021

The following summarizes Bridge Replacement Project activities from April 3-16, 2021:

PROJECT MANAGEMENT UPDATE

KEY TAKEAWAYS:

- *ODOT is re-evaluating professional services contract; amendment for post-comment period activity will be forthcoming*
- *BUILD funding requires that all procurement be conducted by a certified agency. The Port does not currently have the certification, which requires either ODOT or another local agency with the certification to undertake the procurement.*
- *May Update attached.*

GOVERNMENT AFFAIRS/LOBBYING UPDATE

KEY TAKEAWAYS:

- *Staff assisted Klickitat County representatives on \$5M funding request via Rep. Herrera-Beutler in U.S. Transportation Reauthorization Bill, similar to what was developed for Rep. Bentz in Oregon.*
- *County-wide testimony in front of Oregon State Ways and Means Committee for \$5M request. Thank you to Commissioner Chapman and County Commissioner Benton for speaking.*
- *Staff will develop comprehensive funding strategy to help guide advocacy efforts.*
- *\$50k in Washington senate budget bill for governance study.*
- *Oregon legislative staff will begin work on governance after the current legislative session.*

FEIS/ROD CRITICAL PATH UPDATE

KEY TAKEAWAYS:

- *Hydrographic soundings are complete and being incorporated into archaeological report.*
- *Letter will be sent to Hood River Inn acknowledging temporary routing of waterfront trail during construction.*
- *Endangered Species Act (ESA) consultation still on hold as project team awaits biological opinion from National Marine Fisheries.*
- *Staff talked to Umatilla fishery manager on bridge impacts.*
- *Utility review on State Route 14 for future archaeological borings during permitting stage.*
- *WSP processing another round of reviews on impacts to Port property.*
- *Critical Path Memo attached.*

GOVERNANCE/BSWG UPDATE

KEY TAKEAWAYS:

- *BSWG Meeting April 13 at 1:30 p.m.*
 - *Agreed to focus on engineering and appropriations and less on P3 until closer to 30% design is completed.*
 - *Request for comprehensive funding options/strategies.*
 - *Commissioner Chapman and Mayor Keethler to review strategy principles.*
 - *Monitor interest from tribes for involvement in BSWG.*
 - *Discussion on AE/Design RFP evaluation committee membership. Include one elected with interest but focus on staff/public with expertise.*
 - *Siegel's finance plan review was postponed until next meeting.*

FUNDING & FINANCING UPDATE

KEY TAKEAWAYS:

- *Staff has completed BUILD template document. Currently on internal review.*
- *Working on 1Q ODOT reimbursement request*

MEETING SCHEDULE

- Oregon Ways & Means Hearing, April 17
- WSP Weekly Check In, April 19
- WSP Engineering Mtg., April 19
- Oregon Leg. Meeting, April 19
- AE/Design RFP Review, April 19
- Thorn Run Partners, April 20
- Ore. Leg. Mtg. x 2, April 21
- NEPA Coordination Mtg., April 22
- Sec. 106 Cultural Resources, April 23
- WSP Weekly Check In, April 26
- HRB Exec. Comm. Mtg., April 27
- WSP Weekly Check In, May 3



MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Brian Carrico, WSP
SUBJECT: Status of Critical Path Activities and Projected Work through May 15th
DATE: April 14, 2021

CRITICAL PATH ACTIVITIES

Progress and challenges to completing critical path activities are described below. Completed actions with no activity are not noted.

1. ENDANGERED SPECIES ACT (ESA) COMPLIANCE

PROGRESS:

- Status check with NOAA Fisheries on progress toward issuance of the biological opinion. Agency indicates other projects are higher priorities and are preventing completion of this task.

CHALLENGES:

- None.

SCHEDULE RISKS:

- **Moderate risk** associated with NOAA Fisheries for completing consultation on schedule. Not expected to impact overall schedule.

SCHEDULED COMPLETION DATE: ~~1/5/2021 (APRIL 2020 MEMO); 3/05/2021 (JAN 2021 MEMO); 4/5/2021 (MAR 2021 MEMO);~~ **5/31/2021 (APR 2021 MEMO)**

- Adjusted schedule for additional time to have NOAA Fisheries issue the biological opinion.
- Successor task: Final EIS (final review draft)

2. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

PROGRESS:

- Underwater remote sensing work completed. Analysis and report expected by April 15.
- Concurrence letter received from Washington DAHP on effect determinations for historic resources.
- Consulting Parties monthly meetings are on hold as the archaeological testing analysis is advanced.



- DDraft Archaeological Testing Report was submitted to Port and ODOT on March 26; ODOT’s review is pending; and revised draft to be submitted to Oregon SHPO, Washington State DAHP and tribes by early May.
- Revised Archaeological Survey Report to be updated by mid-April to incorporate underwater remote sensing work report ; revised draft to be submitted to Oregon SHPO, Washington State DAHP and tribes by early May.
- Presented a project status update at the March 25 Yakama Nation quarterly fishers meeting; additional opportunities to engage tribal fishers are being considered.
- A survey for tribal fishers is underway to gather additional data to support tribal consultation and the Final EIS.

CHALLENGES:

- Consultation with tribes remains challenging; however, video conferencing with tribes is becoming a more viable option to discuss the project and consult on project impacts and mitigation.
- Continued close coordination with DAHP is necessary to obtain concurrence on archaeological reports and the MOA.

SCHEDULE RISKS:

- **High risk:** Obtaining concurrence on the Archaeological Survey Report and Archaeological Testing Report by the Oregon SHPO and Washington State DAHP are high risk items as there is much interest by these agencies and the tribes to accurately document archaeological resources and avoid or minimize impacts from the project. Restarting the consultation effort on the mitigation plan for the bridge is linked to providing the consulting parties information about the archaeological work.

SCHEDULED COMPLETION DATE: ~~4/16/2021 (APRIL 2020 MEMO); 5/17/2021 (MAY 2020 MEMO); 5/4/2021 (JUNE 2020 MEMO); 3/3/2021 (JULY 2020 MEMO); 5/27/2021 (AUGUST MEMO); 6/18/21 (SEPT MEMO); 7/6/2021 (JAN MEMO); 8/16/2021 (FEB MEMO); 10/29/2021 (MAR 2021 MEMO)~~

- No change to schedule completion date.
- Successor task: Final EIS (final review draft)

3. FINAL EIS FOOTPRINT SET

PROGRESS:

Updated design for access to Port administrative building and boat launch to eliminate conflicts.

- Footprint is being revised in coordination with the Port to address potential construction and permanent impacts to the Port’s property, parking lots, and buildings.

CHALLENGES:

- None.

SCHEDULE RISKS:

- None.

SCHEDULED COMPLETION DATE: ~~1/28/2021 (APR 2020 MEMO); 2/3/2021 (NOV 2020 MEMO); 3/2/2021 (FEB 2021 MEMO); 5/4/2021 (APR 2021 MEMO)~~

- Extended schedule 2 months to address Port’s request to alter footprint to capture additional impacts to Port property.



- Successor tasks: Final EIS/Record of Decision

4. PUBLISH FINAL EIS/RECORD OF DECISION

PROGRESS:

- Feedback on initial draft combined FEIS/ROD provided from Port and ODOT. Concurrence on format and scope provided.
- Updating response to comments based on Port and ODOT review.
- Continued coordination with Port on 4(f) resources; letters are being revised and expected to be submitted to owners with jurisdiction in late April.

CHALLENGES:

- None.

SCHEDULE RISKS:

- Section 106 compliance is the critical path for completing the FEIS/ROD.

SCHEDULED COMPLETION DATE: ~~7/22/2021 (APR MEMO)~~; 7/28/2021 (NOV MEMO);
~~8/25/2021 (FEB MEMO)~~; **11/30/2021 (MAR MEMO)**

- No schedule changes.
- Successor tasks: Close out EIS project.



PROJECTED WORK FOR NEXT 30 DAYS

The following work is projected to occur from April 15 through May 15.

TASK 1. PROJECT MANAGEMENT

- Coordination with Port, Consultant Team and other agencies
- Invoice for April activities
- Update schedule and critical path status
- Geotechnical investigation contracting.

TASK 2. PUBLIC INVOLVEMENT

- Prepare monthly update for June issue.

TASK 5. ENVIRONMENTAL

- Finalize responses to comments received on the SDEIS after receipt of FHWA comments.
- Incorporate additional technical updates as information from the ESA consultation, Section 106 process, and Section 4(f) process.
- Coordinate with Port on ongoing outreach to tribal fishers.
- Coordinate with ODOT/FHWA on FEIS/ROD
- Update FEIS/ROD based on comments from ODOT and Port (Admin Draft #1B).
- Incorporate underwater remote sensing report into cultural resources reports.
- Provide an update to the Section 106 consulting parties; monthly meetings postponed until June.

TASK 6. ENGINEERING

- Support the Final EIS production by addressing Requests for Information regarding design.
- Coordination in preparation for geotechnical investigation work.

TASK 8. PERMIT ASSISTANCE

- Coordination with ODOT on Section 106 clearance for geotechnical investigation.



EIS UPDATE

BRIDGE REPLACEMENT PROJECT

MAY 2021 UPDATE



In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction.

What's new on the project?

- Continue preparing responses to public comments received on the Supplemental Draft EIS and developing the combined Final EIS/Record of Decision.
- Received concurrence from the Washington State Department of Archaeology and Historic Preservation (DAHP) on effects to historic resources.
- Completed underwater remote sensing surveys to gather additional data to support environmental compliance efforts and future geotechnical and design activities.
- Continued efforts to reach out to Native American tribal members who utilize fishing access sites and fish on the river, including recent presentation to the Yakama Nation's quarterly fishers meeting.

What are the next steps?

- Final EIS/Record of Decision is underway and is anticipated to be completed by Fall 2021.
- Continue coordination with the National Marine Fisheries Service (NMFS) on completion of the Endangered Species Act consultation.
- Complete and submit the revised draft cultural resources survey and draft archaeological testing reports to the Oregon SHPO, Washington State DAHP, and tribes for review and comment.
- Continue discussions with the Oregon SHPO, Washington State DAHP, and other parties and tribes to identify potential mitigation measures for removal of the existing bridge.
- Continue consultation with Native American tribes on cultural resources, access to the Columbia River, fishing activities, treaty rights, and other identified interests.
- Prepare to conduct geotechnical investigation in Summer of 2021.

How would bridge replacement benefit the Columbia River Gorge communities?

The Hood River Bridge provides a critical connection for residents and visitors to the Columbia River Gorge National Scenic Area. One of only three bridges spanning the Columbia in this region, the bridge is a critical rural freight network facility for agriculture, forestry, heavy industry and high-tech companies with freight originating throughout the northwest. The existing bridge is nearing the end of its serviceable life and is obsolete for modern vehicles with height, width, and weight restrictions and is also a navigational hazard for marine freight vessels. The bridge has no sidewalks or bicycle lanes for non-motorized travel and would likely not withstand a large earthquake.

If project funding is secured, the new bridge would provide a safe and reliable way for everyone to cross or navigate the Columbia River—by car, truck, bus, bicycle, on foot, or on the water. A new bridge would support a thriving economy and livable communities.

WE ARE HERE ▼

| Agency/Stakeholder Outreach | | Environmental Compliance | | | | | | | | | | |
|-----------------------------|----|--------------------------|----|------------------------|----|------|----|----|----|---------------|----|--|
| Technical Study Updates | | | | Supplemental Draft EIS | | | | | | Final EIS/ROD | | |
| Community Meeting | | Community Meeting | | | | | | | | | | |
| Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | |
| 2018 | | 2019 | | | | 2020 | | | | 2021 | | |
| | ● | | | | | | | | | | | |

To learn more about the project, please visit us at:
www.portofhoodriver.com/bridge

PROJECT CONTACT

Kevin Greenwood, Project Director
 ☎ 541-436-0797
 @ kgreenwood@portofhoodriver.com

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Commission Memo



Prepared by: Genevieve Scholl
Date: April 20, 2021
Re: Hood River County Energy Council

Since February of 2018, the Port has been a participating member of the Hood River County Energy Council (“Council”), with Commissioner Meriwether serving as the Port representative on the Council. Since FY 2019-20, the Port has additionally supported the work of the Council with a \$10,000 annual contribution. The Council has one paid staff position of Energy Coordinator. This position has been filled by Marla Harvey since its creation.

Ms. Harvey will present the Council’s 2020 Accomplishments report during the meeting, along with a request for continued funding. Commission approval of such funding would occur during the FY 2021-2022 Budget process.

RECOMMENDATION: Informational.

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Memorandum

To: Port of Hood River
From: Marla Harvey, Energy Coordinator
Date: April 2, 2021
Re: Energy Council 2020 Accomplishments and Funding Request

Energy Plan Implementation Progress in 2020

In its second year, the [Hood River County Energy Council](#), in partnership with local governing bodies, [Mid-Columbia Economic Development District \(MCEDD\)](#), [Energy Trust of Oregon](#), and others made significant progress in several key areas outlined in the Energy Plan. We have increased our ability to define the value of energy resilience for both the community and economy. We have strategies and potential resources to continue improving local energy resilience.

The following represents highlights from the work focused on Energy Resilience completed by the Energy Council, staff capacity at MCEDD, or partners in close coordination:

- Completed the design of solar plus storage microgrids at ten critical facilities throughout the County that would **provide continuous power for critical services in two-week power outages** without the refueling requirements of traditional backup power systems. They would also reduce monthly energy costs in normal conditions. There are active efforts underway to develop funding pathways for these projects.
- Completed interviews with eight businesses in three of Hood River County's most **significant economic sectors, agriculture, manufacturing, and tourism, to understand effects of** a 3-hour, 3-day and 2-week power outage and define the value of energy resilience. Findings are summarized in a report that will be available soon.
- Prepared reports detailing **overlaps between local and regional energy, hazard mitigation and economic development goals**. These reports identified opportunities to include energy resilience strategies in the community's Natural Hazard Mitigation Plans, Community Wildfire Mitigation Plan, and Comprehensive Economic Development Strategy when applicable.
- Completed **research on funding opportunities for energy resilience** projects.
- Developed a map combining critical facility locations, natural hazard risk, and publicly available utility infrastructure data to identify areas of overlap that could be used to prioritize investments in community resilience.

In support of Energy Plan goals and utilizing some Energy Plan data, Farmers Conservation Alliance completed an exploratory study to examine how existing hydropower infrastructure owned and operated by Farmers Irrigation District may be configured to provide electricity to critical facilities in Hood River County during grid disruptions. Like many of the examples provided, this effort was funded by the Energy Trust of Oregon.

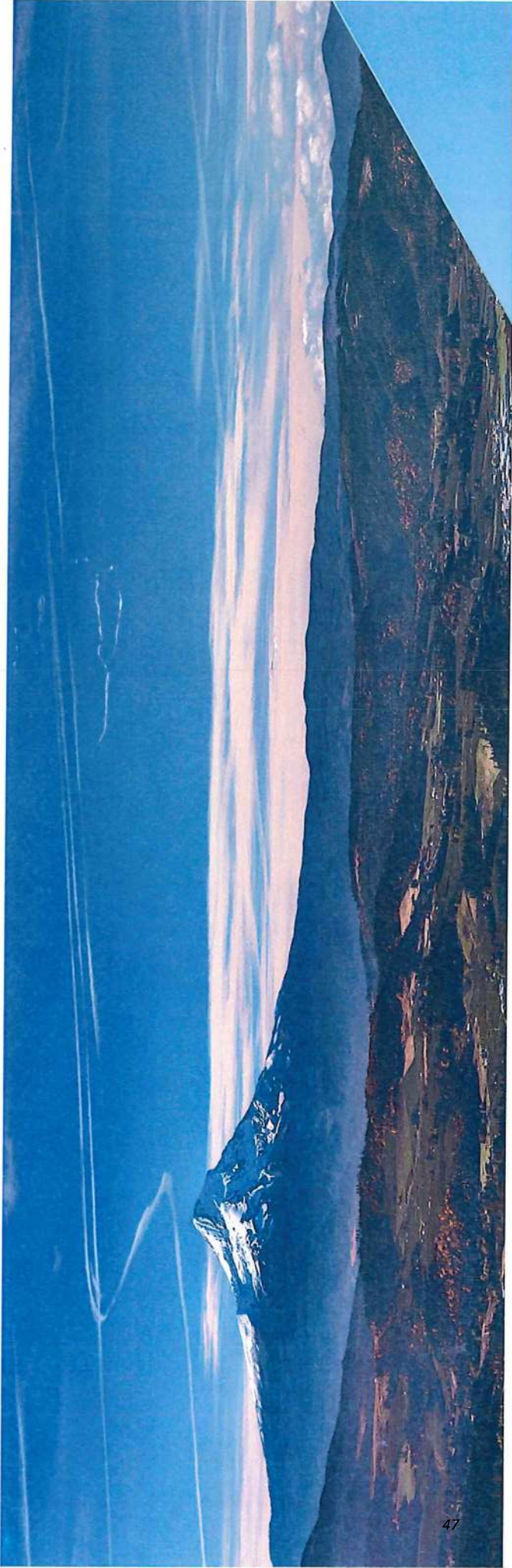
In addition to energy resilience focused project, the Energy Council supported several projects that align with Energy Plan goals. Examples include the following (completed by MCEDD staff or partners):

- **Secured a \$120,000** grant from Meyer Memorial Trust leveraging local investments to expand capacity for Energy Plan implementation activities over a two year period. This funding provides resources for staff capacity at MCEDD, interpretation and translation, Diversity Equity and Inclusion training, and community based partner organization to co-develop strategies to **increase access to energy efficiency resources among low-income and Latinx communities**. It also allowed the Energy Council to expand scope of the energy resilience work outside of Energy Trust territory.
- Coordinate energy efficiency evaluations at 6 public buildings including Hood River County's Administration Building and City Hall. **Evaluations revealed significant upgrade opportunities that could result in thousands of dollars and kWh savings.**
- Developed a public bodies fleet electrification analysis project that involved telematics deployment, data collection, and analysis to inform future electric vehicle deployment opportunities. The project would provide user specific **information on costs and emissions critical for strategic decision making**. Proponents are identifying project funding pathways.
- Developed a project to **expand access to critical transportation services for older, low-income and disabled adults** in Hood River and Klickitat Counties through purchase of a weather and client appropriate electric vehicle. Proponents are seeking funding.
- Supported coordination and resource identification for a **microgrid and electric bus pilot** and **potential cogeneration feasibility study**.
- Helped Hood River County teachers access **grant funding for energy curriculum** development and a local hospital and foodbank get access to **free LED light bulbs**.

Moving Ahead

With deeper knowledge of clean energy focused funding currently available or in development at state and federal levels, the Energy Council is excited to move more projects forward in 2021. We hope we can continue to count on the Port of Hood River for support. Stable local match is critical to showing community buy in and leveraging outside resources.

Request: To ensure Energy Plan implementation continues to be a collaborative, multi-jurisdictional, and effective effort, please continue to support this important work with a contribution of \$10,000.



47

Energy Plan Progress Review

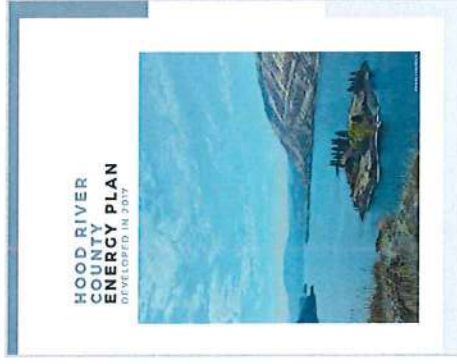
Marla Harvey, Program Manager
(Energy Coordinator)
Mid-Columbia Economic Development District

Port of Hood River
April, 20, 2021

1 Overview

Overview of the HRC Energy Plan

Adopted in 2018 by four local entities



Vision Statement:

THE HOOD RIVER ENERGY PLAN IS A BLUEPRINT TO IMPROVE COMMUNITY RESILIENCE, INCREASE ENERGY INDEPENDENCE, AND INCREASE ECONOMIC BENEFITS RELATED TO ENERGY USE IN HOOD RIVER COUNTY WHILE REDUCING EMISSIONS FROM THE BURNING OF FOSSIL FUELS.

Goals:

- **Fossil Fuel Reduction:** Replace 80% of power generated from fossil fuels with clean, renewable energy in buildings, water systems, and transportation by 2050, as compared with 2016 levels.*
- **Increase Resiliency and Independence:** Generate 50% of the county's energy needs from new local diversified energy sources and storage capacity by 2050.
- **Local Investment:** Strategically utilize \$25 million in revolving funds by 2025.

*the plan calls for incremental progress: Replace 30% of fuels with renewable energy by 2030, and 50% by 2040

Hood River County Energy Council

Hood River County Energy Council

Butch Miller, Representative to the Port of Cascade Locks

David Meriwether, Port of Hood River

Kate McBride, City of Hood River

Les Perkins, Hood River County

Alexia Kelly, ENGIE Impact*

Annick Chaliier, Energy policy consultant*

Cathy Higgins, New Buildings Institute*

Eric Strid, Columbia Gorge Climate Action Network*

Julia García-Ramírez, Hood River County School Board*

Matt King, Wallowa Resources, Community Solutions Inc*

Peter Kernan, Community Energy Project*

**Members serve in a personal capacity and do not represent an organization on the Council.*



Energy Plan Focus Areas



Buildings Design Construction and Occupancy



Transportation and Land Use

Equity



Community-Scale Solutions



Agriculture and Water

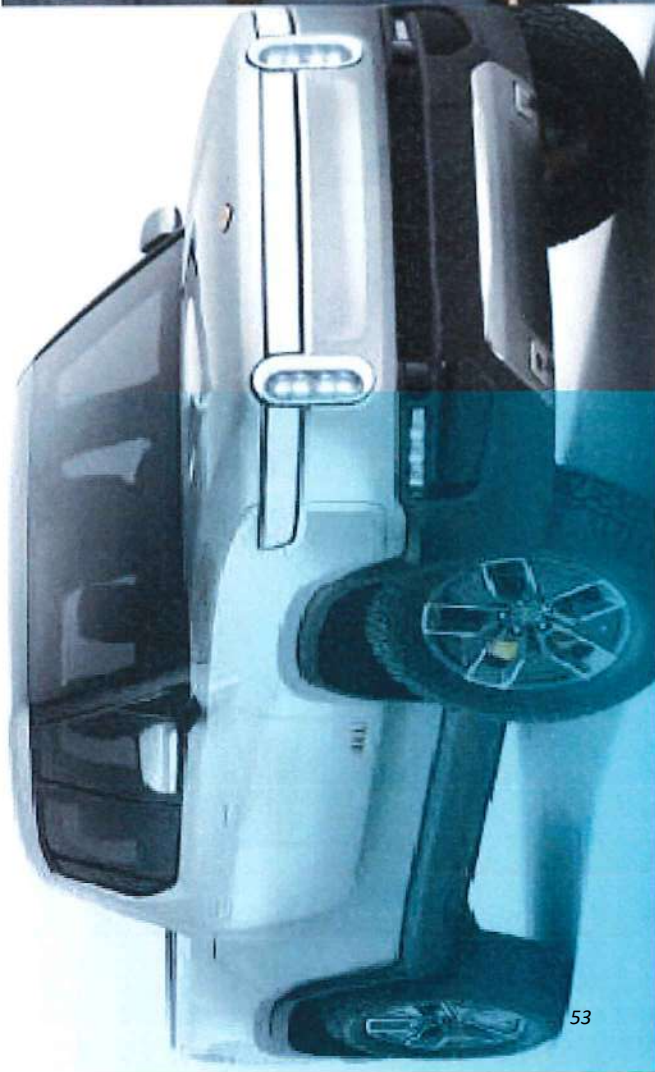
Hood River

2019-2021 Work Plan:

- Project and Capacity Funding
- Feasibility studies, data collection and mapping
- Weatherization
- Diversity Equity and Inclusion training
- Projects with schools, critical facilities, governing bodies and more...

2

Accomplishments: Stronger through Collaboration



53

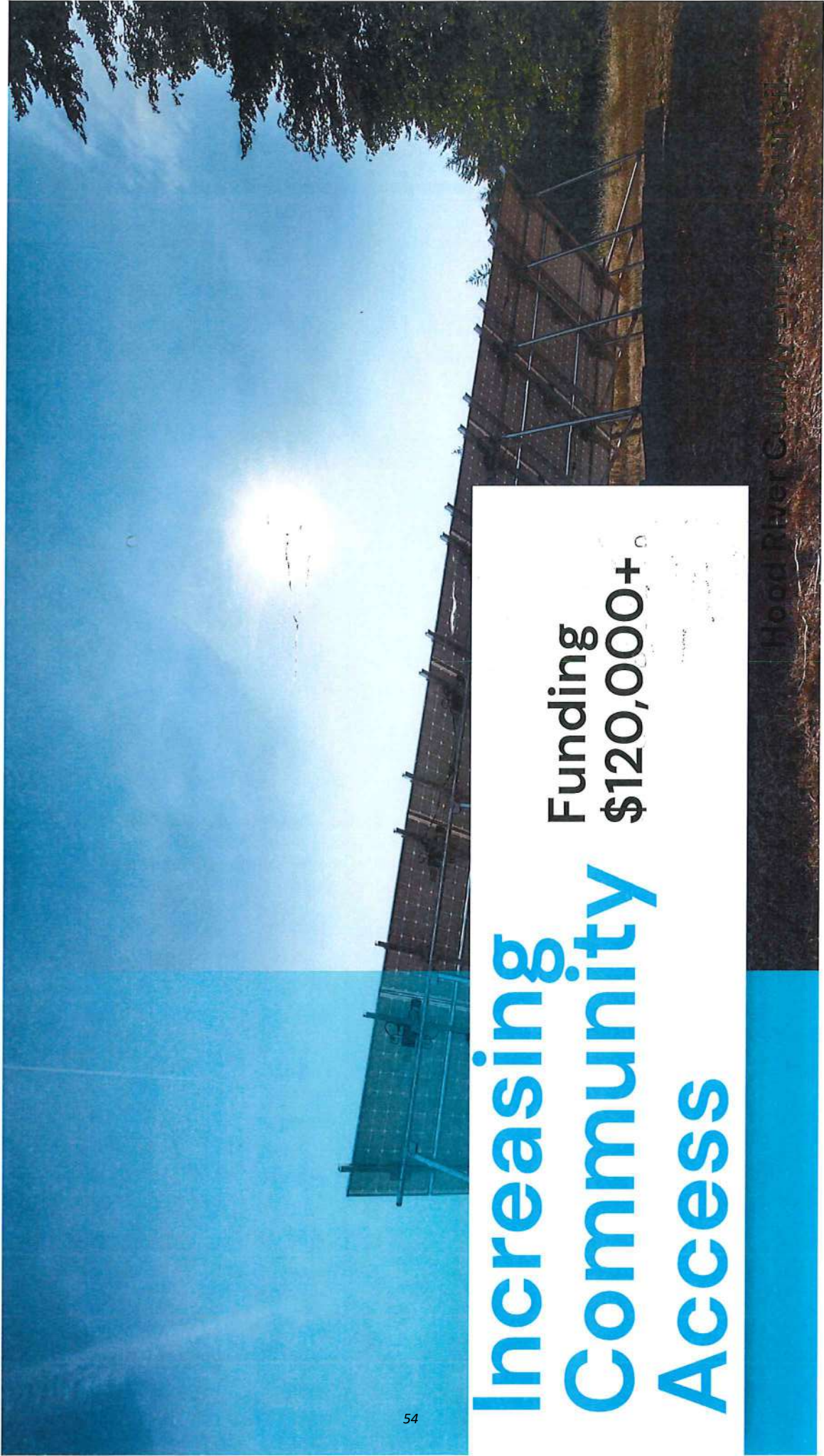


Supporting Public Fleets and Buildings

Funding
*\$87,000+

*Funding we are actively seeking

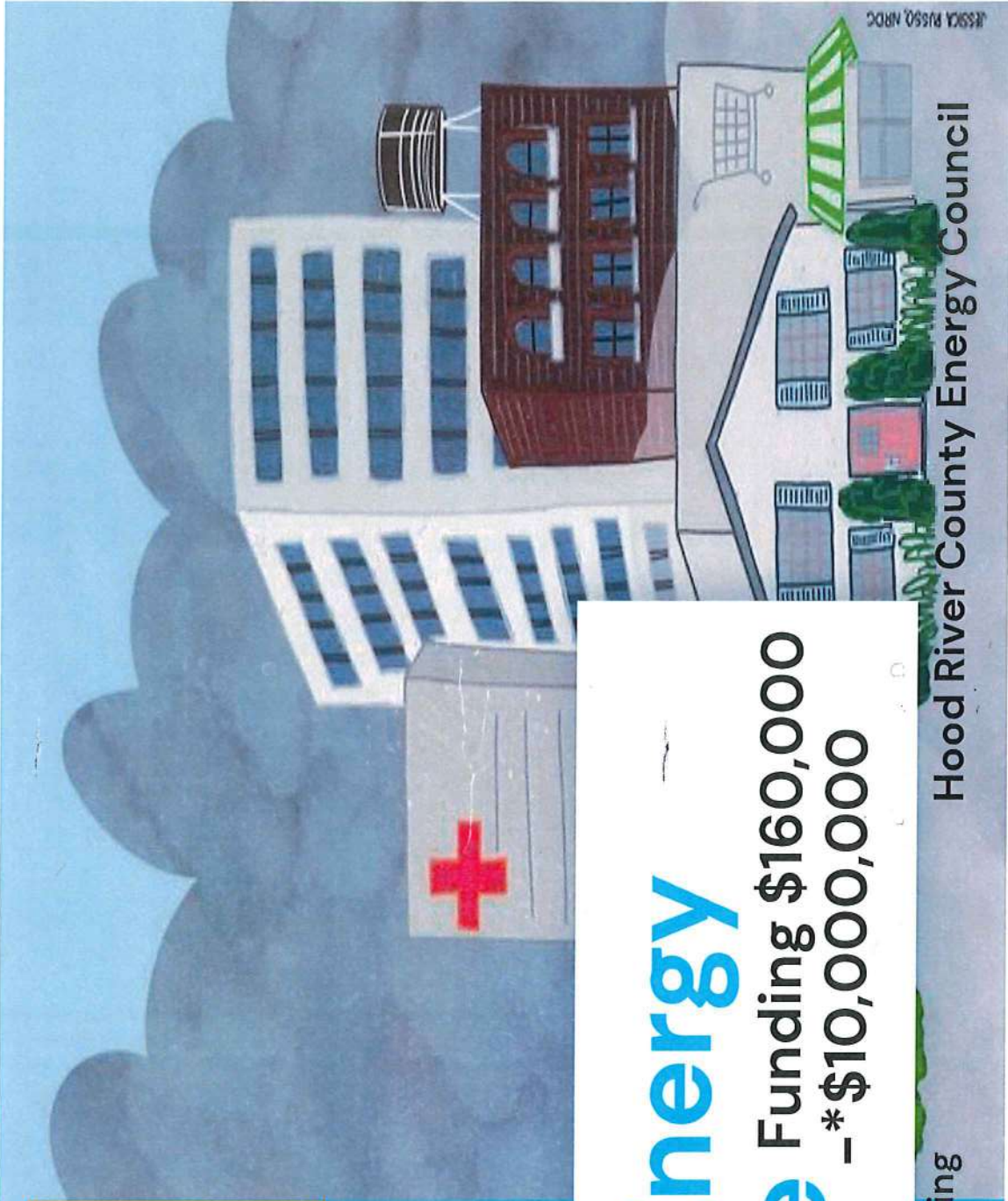
Hood River County Energy Council



Increasing Community Access

Funding
\$120,000+

Food Bank C



JESSICA PUSO NRDG

Hood River County Energy Council

Building Energy Resilience

Funding \$160,000
 - *\$10,000,000

*Funding we are actively seeking

The Value of Energy Resilience for Industry

Based on interviews with 8 Hood River County businesses



Agriculture



**Advanced
manufacturing**



Tourism



Basic Services

The Value of Energy Resilience

- **\$1,000,000:** The value of energy resilience to growers faced with a 3 hour outage during certain conditions
- **\$250,000 – \$1,000,000:** The value of energy resilience for individual breweries or food processing businesses faced with a 48 hour power outage
- **\$100,000:** The value of energy resilience to a manufacturing company faced with an unplanned outage
- **Zero:** The amount of backup power for most businesses
- **Summer:** The most expensive season to lose power
- **Close:** What most businesses will be forced to do if they lose power for two weeks



Content adapted from <https://>

\$1.2 million

The value of energy resilience among 8 businesses surveyed in the face of a 3 hour power outage under certain conditions

Summer

The most costly season to lose power

None or Minimal

The amount of coverage most businesses have for most power outage related losses

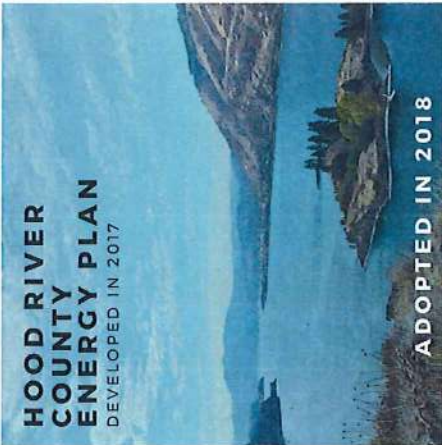


Content adapted from <https://>



What's Next?

Thank you for your continued support!



ECONOMIC DEVELOPMENT DISTRICT

Thank You Questions?

Marla Harvey

Energycoordinator@mcedd.org

mcedd.org/industry-development/special-projects/

Slide template adapted from slidescarnival.com/

Hood River County Energy Council

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RESOLUTION 2017-18-3

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS, HOOD RIVER, OREGON
ORGANIZATIONAL COMMITMENT TO THE HOOD RIVER COUNTY ENERGY PLAN

A RESOLUTION OF THE PORT OF HOOD RIVER COMMISSION WHICH DEMONSTRATES A SIGNIFICANT COMMITMENT (HEREIN REFERRED TO AS "PORT") TO ESTABLISH AND IMPLEMENT POLICIES, GUIDELINES, GOALS, AND STRATEGIC ACTIONS TO PROMOTE A HOOD RIVER COUNTY ENERGY PLAN.

This Resolution is a commitment to use the Hood River County Energy Plan a blueprint to improve community resilience, increase energy independence, and increase economic benefits related to energy use in Hood River County while reducing emissions from the burning of fossil fuels.

The scope addresses the energy generated or used within the county of Hood River. It includes objectives and strategies to address energy use efficiency, energy source and its corresponding fossil fuel implications, local energy generation, energy impacts of personal, commercial and mass transit, and the infrastructure decisions impacting energy use. Specifically, the plan addresses four focus areas:

- Buildings Design Construction and Occupancy
- Transportation and Land Use
- Agriculture and Water
- Community-Scale Solutions

All objectives strategies, and potential actions aim to help the county of Hood River increase investment in energy efficiency and renewable energy projects, achieve energy generation control, stability and price security, and provide key services in the event of emergency.

WHEREAS, the Port of Hood River has a long-standing history of energy efficiency and renewable energy development — to reduce energy costs, hedge our bets against rising energy costs in the future, and increase our community's resilience to warming temperatures natural disasters, both natural and human caused.

WHEREAS, Climate change threatens to significantly impact the surrounding natural environment and resources on which Hood River County's economy and livability depends.

WHEREAS, Warming temperatures are already impacting the county — vanishing snowpack, declining stream flows, severe storms, prolonged drought, and increasing wildfire risks threaten public health, food security, business supply chains, recreation, tourism and quality of life — and these impacts are projected to become much more severe in coming decades.

WHEREAS, the threat of man-made and natural disasters — ranging from oil train derailments to wildfires to earthquakes — is more imminent than ever before, and the county's dependence on out-of-state energy makes us vulnerable during emergencies as well as to volatile price changes from national and international markets.

WHEREAS, we have a responsibility to analyze our energy use — one of the community's biggest expenses — and determine ways to more efficiently and cost-effectively procure and consume it.

WHEREAS, the energy industry is rapidly changing and there are increasing opportunities to invest in an energy future that provides good local jobs, generates clean power, saves taxpayers money, and could allow the county to be a refuge in times of emergency.

WHEREAS, recognizing that the ability to solve these complex problems requires collaboration and communication with public and private partners, Hood River County in 2016 invited local partners and stakeholders to work together to develop the Hood River County Energy Plan. The specific overarching goals of the plan are as follows:

1. Reduce fossil fuel emissions related to energy use in Hood River County. Specifically, replace 30%, 50%, 80% power generated from fossil fuels with clean, renewable energy in buildings, water systems, and transportation by 2030, 2040 and 2050 respectively, as compared with 2016 levels.
2. Improve resilience and energy independence. Specifically, generate 50% of the county's energy needs with local, diversified energy sources and storage capacity by 2050. Increase overall capacity, price security, energy generation control and stability, and provide key services in the event of emergency.
3. Increase investment in locally produced power. Specifically, strategically develop and utilize \$25 million in revolving funds by 2025 to enable local clean energy projects and create a business environment that supports the Hood River County Energy Plan goals.


NOW, THEREFORE, BE IT RESOLVED, that the PORT OF HOOD RIVER will work with others supporting this plan to address the three goals outlined in the plan.

BE IT FURTHER RESOLVED that the PORT OF HOOD RIVER will use the Energy Plan as a guiding document and, when determined appropriate, incorporate the Energy Plan's goals, strategies and actions.


BE IT FURTHER RESOLVED that the Executive Director will aspire as part of ongoing strategic planning efforts to keep the Board of Commissioners aware of the goals, guiding principles, and action strategies provided in the Hood River County Energy Plan for Port operations; and

AND FINALLY, BE IT FURTHER RESOLVED, that the Port through all the initiatives described above hereby acknowledges its commitment to the residents of the county of Hood River to provide a more stable, resilient energy future for its residents.

Adopted by the Port Board of Commissioners this the 20th day of February, 2018, and effective immediately.




 Hoby Streich, President



 Brian Shertt, Vice President



 Ben Sheppard, Treasurer



 John Everitt, Secretary



 David Meriwether, Commissioner



 Jerry Jaques, Legal Counsel

Commission Memo



Prepared by: Michael McElwee
Date: April 20, 2021
Re: Hood River Soaring FAA STEM Grant Application

Hood River Soaring is partnering with the Hood River County School District and Columbia Gorge Community College to expand aviation-related STEM educational opportunities at the Ken Jernstedt Airfield. Early last year, Mark Stanfield presented to the Commission Hood River Soaring's request for approval of their concept, and for assistance in the federal grant application process.

Mr. Stanfield will attend the meeting tonight to provide an update to the program development.

RECOMMENDATION: Informational.

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Triple A STEM through Soaring Abstract

Triple A STEM through Soaring is a new program offered by Hood River Soaring that will meet and complete the goals of FY20 FAA Aviation Workforce Development Grant Program – Aircraft Pilots, Aerospace Engineers, and unmanned Aircraft systems (“Triple A STEM”). HRS is in a unique position to link the youth and the education system together. The main goals of the proposed Triple A STEM through Soaring program are:

1. Awareness, Education, and Relevance: Prepare approximately 35 Columbia Gorge Area high school students and educators to become professional aviators, aerospace engineers, and unmanned aircraft systems operators.
2. Accessibility to Pilot Skills: Offer 18 flight training scholarships; 6 to Teachers, and 12 to high School students to subsidize their summer FAA Private Pilot Glider Certificate training at Hood River Soaring, with the goal of recruiting students from traditionally marginalized communities.
3. Create a Triple A STEM think tank for educators and students to continually help brainstorm aviation and aerospace course work, ideas, programming, and funding in their own schools.

The work proposed below is a complete project and was developed from meetings between CFGs in Hood River Soaring and the principals and STEM (Science, Technology, Engineering and Math) teachers from four high schools of the bi-state (Oregon and Washington) Columbia Gorge Area; Horizon Christian School (Hood River, OR), Hood River Valley High School (Hood River, OR), The Dalles High School (The Dalles, OR) and Columbia High School (White Salmon, WA). A Hood River-based homeschooling high school group also attended. The proposed steps of this complete project are:

1. Provide a 12-week Glider Ground School that includes lectures from professional Aviators, Aerospace engineers, and unmanned Aircraft systems operators, with soaring simulator lab course to approximately 10 local high school teachers and 25 high school students beginning in January 2022.
2. Award 18 glider flight training scholarships to 6 teachers and 12 twelve students from the class with scholarship award selection weighted towards desire, female gender, and students representing traditionally marginalized communities, such as students qualifying for free/reduced lunch, and ethnic minorities. Scholarships will be utilized during the immediate summer break following the course.
3. This group of STEM teachers and students will form a think tank that will collaborate with HRS to create course topics and activities for future lectures in the classroom. They will also help recruit future Triple A STEM through Soaring students and teachers.
4. Repeat Process. Raise funds with private donors and the many Columbia Gorge- based unmanned aircraft systems designers and manufacturers such as Hood Tech or Boeing’s Insitu. Funding from the FAA will serve as seed funding to launch the project. It is our hope that with demonstrated success, we can find additional funding to continue the project long-term.

Triple A Stem through Soaring has been developed with our local educators to meet both eligible projects per the Authorizing Legislation (A) to create and deliver Curriculum designed to provide high school students with meaningful aviation education that is designed to prepare the students to become aircraft pilots, aerospace engineers, or unmanned aircraft systems operators; or (B) to support the professional development of teachers using the curriculum described in Subparagraph (A).

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Congress of the United States

Washington, DC 20515

April 14, 2021

Mr. Steve Dickson
Administrator
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591

Dear Mr. Dickson,

We write to express our support for Hood River Soaring's (HRS) application to the Federal Aviation Administration (FAA) Aviation Workforce Development Grant Program – Aircraft Pilots. Hood River Soaring's proposal will prepare students in Oregon and Washington to become aviation and aerospace professionals.

Hood River Soaring is a nonprofit glider club with a mission to make aviation opportunities more accessible to all. The organization has developed a youth program offering work-study credit and scholarships to young people who dream of becoming pilots.

With support from the Aviation Workforce Development Grant Program, HRS seeks to expose 25 students and 10 STEM teachers in the Columbia Gorge to topics fundamental to aviation, aerospace and unmanned aviation aircraft system sciences and careers. These students and teachers will then continue to help HRS work with schools to develop aviation and aerospace coursework and programs for the region.

It is worth noting that a separate proposal in the region by Columbia Gorge Community College (CGCC) is aimed at strengthening and enhancing its Aviation Maintenance Technology program. While both proposals are designed to be able to stand alone, HRS and CGCC plan to coordinate to offer comprehensive aviation programming and recruitment activities would be designed to maximize impact.

We believe that HRS's proposal is well-designed to meet the objectives of the FAA Aviation Workforce Development Grant Program – Aircraft Pilots. We ask that you give HRS's application your full and fair consideration. Please contact us if you have any questions regarding our support for this proposal.

Sincerely,



Ron Wyden
United States Senator



Jeffrey A. Merkley
United States Senator



Maria Cantwell
United States Senator



Patty Murray
United States Senator



Jamie Herrera Beutler
Member of Congress



Cliff Bentz
Member of Congress

Commission Memo



Prepared by: Daryl Stafford
Date: April 20, 2021
Re: Waterfront Recreation Operations Preview

Every Memorial Day weekend, staff shifts gears to offer increased services and amenities at the Port-owned recreation facilities on the waterfront. In response to the COVID-19 pandemic, there were many operational changes to regular protocols made last year and some of those are still in place. The attached informational outline is provided for Commission review and discussion as we ramp up for what will surely be a very busy summer season.

RECOMMENDATION: Informational.

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2021 Waterfront Operations Preview Outline

April 20, 2021

Due to the uncertainty of COVID recovery and assumed high use of the Hood River Waterfront, Port staff is working towards resuming services offered in years past. To open some of the Port facilities it will require additional vaccinated staff, which typically starts around June 1st. This is a general outline with anticipated dates for reopening.

1. Park Management Hours and Access

- a. All beaches, parks, access points and the Waterfront Trail are open to the public regular hours like any other year.
- b. The Event Site Beach will close to launching from the grass the week before Memorial Day due to expected crowds and safety concerns. It will remain closed until late September when the season slows down. All launching and landing of kites must take place from the Sandbar when the grass/beach area is closed.

2. Restrooms

- a. Port public restrooms are currently closed. This includes the Event Site, Marina Beach, HRYC building, Marina Boat Ramp. The Port tentatively plans to reopen restrooms 7/1/2021 when additional summer and weekend staff becomes available and vaccinated.
- b. Port-a-Potties have been put in place and numbers will increase as needed until restrooms reopen.

3. Garbage

- a. No trash cans are set out on Port Waterfront Property. Dumpsters have been put out at several locations. Trash service is expected to resume 7/1/2021 pending summer staff availability. Several dumpsters will remain for efficiency.

4. Picnic Shelter

- a. The Shelter is currently closed, and online reservations have been suspended. Expected reopening date is 7/1/2021 pending summer weekend staff, restrooms opening and trash service.

5. Dog Stations/Animal Control

- a. Dog Stations have been removed until further notice. Dog owners should bring their own bags and pack them out.
- b. Animal Enforcement for Hood River County has limited availability at this time. The City has a contract with them to patrol the Waterfront Park. Port Staff met with Sheriff Matt English and his enforcement crew to discuss the possibility of the Port entering into a scaled down version. If the Commission would like staff to investigate further, it will require truing up our Ordinance so that the County could write tickets.

6. Cruise Ships

- a. The first scheduled arrival date is 5/6/2021. The State and local Health Department have given the okay if HR County remains in the low-risk category.

7. Marina Beach Life Jacket Station & signage

- a. The kiosk has been stocked and the Port has ample supply of life jackets. New signage is being ordered for the kiosk through the “Safe Kids” program. Life jackets were supplied by The Dalles Army Corps. Staff attended a Zoom Meeting with the local Safe Kids group and discussed the possibility of a grant for an additional kiosk at Frog Beach.
- b. Staff is working on placement of “Danger of Drowning” signs for that location.

8. Marina & Boat Ramp

- a. Open and available like other years past.
- b. 100% occupancy with a wait list of 50+.

9. Events

- a. Events are starting to be scheduled and Use Permits issued. Event Permits require organizers to be compliant following State and local Government Agencies Mandates for Covid Restrictions. Event organizers are aware that if there is a spike in Covid that it is possible they may not be able to host their event.
- b. Current Event Schedule as of 4/15/2021. Not all events have been confirmed as happening however the dates and locations have been saved for organizers.

| 2021 Events | | | | | |
|---------------------------------|-------------------|-----------------|-------------------------------|-----------------|-------------------------|
| Event | Date Start | Date End | Details | # People | Location |
| HR Sailing Team | 3/1/2021 | 6/1/2021 | M_F | 15 | Marina SB Dock |
| Lacrosse | 3/8/2021 | 6/7/2021 | M-F 3-7pm Saturdays 8-5 | 30 | Marina Green |
| 24 Hour Paddle for Cancer | 4/15/2021 | 4/16/2020 | | 15 | Nichols Basin |
| Soccer Kids camps | 4/18/2021 | 6/13/2020 | Every Sunday | 50 | Marina Green |
| Great Wilderness Kayak Group | 6/1/2021 | 6/1/2021 | | 50 | Nichols or Marina beach |
| US Windsurfing Slalom Nationals | 6/14/2021 | 6/18/2021 | | 50 | Event Site |

| | | | | | |
|---------------------------|------------|------------|-----------|------|---------------------|
| Jr. Sailing Program | 7/1/2021 | 8/30/2021 | M_F | 30 | Marina SB Dock |
| Downwind Paddle Champs | 7/12/2021 | 7/17/2021 | 6 days | 800 | ??? |
| Hood to Coast | 7/24/2021 | 7/24/2021 | 6am-7pm | 600 | Marina Green |
| Gorge Paddle Challenge | 8/13/2021 | 8/15/2021 | 3 days | 400 | Jensen West Parking |
| AWSI | 8/16/2021 | 8/20/2021 | 5 days | 300 | Event Site & Lot #1 |
| KB4C | 8/28/2021 | 8/29/2021 | 2 days | 300 | Event Site |
| CGWA Swaps | TBA | TBA | 6 Sundays | 200 | Lot #1 |
| Gorge Marathon | 10/24/2021 | 10/24/2021 | | 1200 | Event Site |
| Summer Windsuf/Foil Races | TBA | TBA | | 50 | Event Site |

10. Concessions

- a. All Concession locations have been filled and each vendor plans to open sometime in May. Set up for many vendors has started already.
- b. The Port's Insurance Agent will be reviewing all policies for compliance.

11. Security/Enforcement

- a. All Nights we have Hood River Security. They will lock the Park gates and issue parking citations.
- b. Park Gates are opened by Facility Staff on Weekdays and Hood River Security on weekends.

12. Facilities Crew and Summer Help

- a. Our regular full time Facility Crew works Monday-Friday 6am-3pm. There is always someone available on the Emergency phone if needed.
- b. Summer Help- Current Status- Start date 6/1/21 (4 positions) that will be working staggered schedules to cover weekends from 6:30am to 7:00pm.

13. Event Site Parking Booth & Host

- a. Mt. Hood Meadows parking agreement expired 4/15/21. All vehicles in the ES Lot and Lot #1 must have passes or pay to park. Street Parking is for paid parking only, passes are not valid.
- b. Event Site Parking Booth opens 5/27/21 and will remain open daily 7am-7pm until Labor Day. 1 person is scheduled 7am-1pm and the other 1-7pm.
- c. Starting 5/27/21 through Labor Day, the Event Site Parking Lot will have the chain put up nightly. The lot opens at 7am when the booth opens, and the gate closes at 9pm.

- d. Event Site Host, Doug Newcomb, returns 4/15/21. He assists Port Staff with parking, signage, lost and found, dog education and general peacekeeping.

14. Lot #1

- a. Starting Friday May 27th (Memorial Day Weekend) through Labor Day, Lot #1 will remain unlocked for Event Site overflow parking. Hours are 6am-9pm. No overnight parking. Event Site Day and Season Parking Passes are valid, or people can pay by the hour by using the kiosks.
- b. Hood River Security will monitor at night.

15. Parking & Enforcement

- a. Port Parking Staff starts enforcement 5/15/2021. They will patrol all Port Waterfront locations. Hours are 11am-7pm daily. They are responsible for putting up the Lot Full sign the Event Site Parking Lot when the lot fills up on busy days and to assist the Parking Booth staff when they need change or help.
- b. Hood River Security covers night parking enforcement.

Commission Memo



Prepared by: Kevin Greenwood
Date: April 20, 2021
Re: DEA Hydrography Results

Based upon a request from Washington Dept. of Historic Preservation (DAHP) and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) as part of the archaeological technical report, the Port commissioned hydrography in the vicinity of the Washington access point for the preferred alternative.

Due to the high probability of cultural resources and relic pile from the original 1924 bridge, both agencies were looking for certainty that there were not more significant and unknown resources below the water line.

The final data report will be sent to a marine archaeologist for an evaluation of the findings. DEA simply provides data and does not analyze the findings for archaeological resources.

Staff will briefly present the findings from the study which identified over 300 relic items, primarily old piling.

RECOMMENDATION: Information.

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Commission Memo



Prepared by: Fred Kowell
Date: January 26, 2021
Re: Financial Review for the Nine Months
Ended March 31, 2021

The attached four reports for this financial review are as follows:

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

Bridge Traffic and Revenue Report

With regard to the Bridge Traffic and Revenue report you can see traffic is down year-to-date by 9% as compared to the nine months in FY 2019-20. This is due to the impact the coronavirus has made to vehicle traffic. That said, the variance is slowly going away as the community is shifting to pre-pandemic levels of travel. Revenues are down by 2% as compared against last year this time but will most likely end the year lower than budget or around \$5.7 million for the year. We are seeing more customers shift to Breezeby as this pandemic continues which explains the revenue difference between the years. The good news is that traffic counts are more predictable than during the spring 2020 and are mirroring 2019 traffic volumes.

Schedule of Expenditures by Cost Center by Fund

Personnel services is lower than budget for 9 months through the year, however, this year has an unexpected extra pay date on June 30th, which will possibly put us slightly over budget. Staff will keep a vigilant eye on overtime and when we bring our seasonal staff on for the summer. There might be a slight budget transfer at year end.

Materials & Services is tracking below budget for industrial and commercial properties. However, there are a few asset centers that will be over budget or close to budget by year end. The Halyard Building will be over by year end due to higher legal costs related to the lease renewal and TI process. In addition, the Event Site, Hook, Spit and Nichols will be over budget due to the use of Porta-Potties instead of staff cleaning the restrooms during this pandemic. The Marina Office Building had higher maintenance costs related to HVAC and window repairs which were not budgeted for. The Airport and Big 7 Building will be very close to budget by year end. Staff will evaluate whether any costs might be better spent later. It should be noted that under the CARES Act, many of the porta-potty and garbage removal costs were reimbursed for those recreation asset centers.

Capital Outlay is tracking well below budget as most of the capital projects were delayed due to acquiring contractors to do the work and permitting. The one exception to note is the

Halyard TI provided to Pfriem that was discussed by this Board. Overall Capital Outlay will be significantly below budget by year end due to many factors, the largest being the purchase of the Exit 62 property not moving forward.

Schedule of Revenues

Toll revenues are below budget by 10%, mostly due to the impact the pandemic has had to our traffic over the year. That said, there is a high probability the Port will receive \$477,000 in a revenue loss reimbursement from the federal American Rescue Plan that was passed by Congress. If this occurs, the Port will have recovered its revenue loss as compared to budget. Traffic is starting to come back to 2019 levels, however, for the nine months ended is 4% below budget. This difference between traffic and revenues is primarily due to more customers moving to Breezeby than anticipated in the budget.

Leased properties from industrial properties are below budget due to some leases being deferred and others being waived. As we look at costs incurred for maintenance and utilities, we see that the year-end true-up will have a positive impact to revenues but will still be lower than the budget due to the impact the pandemic has had to tenants.

Waterfront parking is outperforming the budget with a strong year thus far. As street parking moves into the summer months, revenues will improve that much more.

Waterfront Recreation revenues are lower than the budget but season passes opened up online around the middle of December. With the latest activity in parking passes, we should come close to budget by year end. Also, Events and concessionaires and their related revenues have been significantly impacted for the summer and the hope is that the spring/summer season will bring back those two forms of revenues.

The Marina and Airport leases are were billed in late December for the 2021 calendar year, which are reflected in the year to date numbers. Both asset centers should meet their revenue budgets by year end with respect to their normal billings.

Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, staff will need to keep an eye on Materials & Services for a few asset centers like the Airport and Big 7 and a budget transfer will be needed at year end for the Recreation asset centers (Hook, Spit, Nichols, and Event Site) as well as the Halyard and Marina Office building. Seasonal staffing will be used to clean restrooms and garbage pickup for this summer season, which should assist our budget for the month of June.

Lease revenues are improving to some degree as the deferments start to be paid back but are still 10-15% below budget for the year.

Bridge traffic and the related revenues will continue to lag by 10% or less until our communities get vaccinated and start to feel a level of normalcy.

Accounts Receivables Update – With the exceptions of those on a payment plan (i.e., deferments, waivers, Soniq, Chief Consulting) receivables are in line with the other tenants. Electronic Assemblers is catching up.

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RECOMMENDATION: Discussion.

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PORT OF HOOD RIVER
Bridge Traffic and Revenue Report
For the Nine Months Ended March 31, 2021 and Four Prior Years

| | 2016-17 | | 2017-18 | | 2018-19 | | 2019-20 | | 2020-21 | | Change from Prior year | |
|---------------------|-----------|-------------|-----------|-------------|-----------|-------------|-----------|-------------|-----------|-------------|------------------------|---------|
| | Traffic | Revenue | Traffic | Revenue | Traffic | Revenue | Traffic | Revenue | Traffic | Revenue | Traffic | Revenue |
| JUL | 423,744 | \$ 402,074 | 442,251 | \$ 399,618 | 437,364 | \$ 608,941 | 433,624 | \$ 606,062 | 382,194 | \$ 653,208 | 0.88 | 1.08 |
| AUG | 425,567 | \$ 407,839 | 435,364 | \$ 401,815 | 428,907 | \$ 608,085 | 432,968 | \$ 616,279 | 389,379 | \$ 506,045 | 0.90 | 0.82 |
| SEPT | 387,860 | \$ 372,099 | 412,452 | \$ 332,996 | 396,517 | \$ 558,537 | 389,473 | \$ 550,380 | 341,474 | \$ 460,173 | 0.88 | 0.84 |
| OCT | 357,180 | \$ 337,294 | 389,210 | \$ 361,315 | 390,814 | \$ 527,573 | 387,460 | \$ 525,481 | 361,145 | \$ 518,895 | 0.93 | 0.99 |
| NOV | 330,795 | \$ 313,529 | 341,147 | \$ 312,337 | 340,044 | \$ 452,602 | 334,390 | \$ 442,364 | 291,634 | \$ 390,162 | 0.87 | 0.88 |
| DEC | 285,209 | \$ 260,625 | 324,278 | \$ 298,530 | 395,038 | \$ 408,966 | 327,627 | \$ 416,540 | 291,531 | \$ 381,574 | 0.89 | 0.92 |
| Calendar Year Total | 4,280,160 | \$4,028,417 | 4,377,500 | \$4,038,137 | 4,546,163 | \$5,969,681 | 4,328,694 | \$5,896,268 | 3,828,653 | \$5,029,250 | 0.88 | 0.85 |
| JAN | 245,670 | \$ 238,709 | 327,522 | \$ 293,677 | 323,461 | \$ 428,669 | 313,603 | \$ 360,066 | 287,781 | \$ 391,391 | 0.92 | 1.09 |
| FEB | 266,202 | \$ 244,472 | 296,977 | \$ 387,737 | 241,313 | \$ 302,296 | 325,895 | \$ 395,221 | 251,307 | \$ 331,474 | 0.77 | 0.84 |
| MAR | 350,470 | \$ 324,146 | 357,160 | \$ 501,543 | 345,915 | \$ 437,390 | 274,160 | \$ 255,792 | 343,619 | \$ 455,396 | 1.25 | 1.78 |
| APR | 362,559 | \$ 334,362 | 362,150 | \$ 491,217 | 346,668 | \$ 459,806 | 236,700 | \$ 4,393 | | | 0.00 | 0.00 |
| MAY | 399,271 | \$ 368,296 | 407,141 | \$ 564,038 | 370,757 | \$ 523,822 | 288,565 | \$ 353,299 | | | 0.00 | 0.00 |
| JUN | 408,626 | \$ 421,541 | 406,529 | \$ 566,765 | 395,038 | \$ 587,179 | 332,373 | \$ 750,423 | | | 0.00 | 0.00 |
| Fiscal Year Total | 4,243,153 | \$4,024,985 | 4,502,181 | \$4,911,588 | 4,411,836 | \$5,903,866 | 4,076,838 | \$5,276,299 | 2,940,064 | \$4,088,318 | 0.91 | 0.77 |

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PORT OF HOOD RIVER
Schedule of Revenues by Cost Center By Fund
Budget to Actuals - 75% Through Budget
For the Nine Months Ended March 31, 2021

| | REVENUES | | | Variance | % |
|--|--------------|------------|------------|--------------|------------------------------------|
| | Budget | Actual | Total | | |
| REVENUE FUND | | | | | |
| <i>Toll Bridge</i> | | | | | |
| Bridge Tolls | 5,846,500 | 4,076,621 | 4,076,621 | (1,769,879) | 70% Pandemic |
| Cable Crossing Leases | 12,500 | 12,000 | 12,000 | (500) | 96% |
| Other | 1,030,000 | 77,896 | 77,896 | (952,104) | 8% |
| | 6,889,000 | 4,166,517 | 4,166,517 | (2,722,483) | 60% |
| <i>Industrial Facilities</i> | | | | | |
| Big 7 | | | | | |
| Lease Revenues | 359,000 | 210,551 | \$ 210,551 | (148,449) | 60% Sonic Aerospace vacated |
| Reimbursements/Other | 86,800 | 55,652 | \$ 55,652 | (31,148) | |
| Jensen Property | | | | | |
| Lease Revenues | 524,000 | 364,476 | 364,476 | (159,524) | 62% Note 1 |
| Reimbursements/Other | 90,600 | 19,555 | 19,555 | (71,045) | |
| Financing Source | 50,000 | 48,156 | | | |
| Maritime Building | | | | | |
| Lease Revenues | 473,900 | 250,814 | 250,814 | (223,086) | 53% Note 1 |
| Reimbursements/Other | - | - | - | - | |
| Halyard Building | | | | | |
| Lease Revenues | 288,800 | 104,365 | 104,365 | (184,435) | 49% Deferred lease payments |
| Reimbursements/Other | 275,700 | 174,274 | 174,274 | (101,426) | |
| Timberline Incubator Building | | | | | |
| Lease Revenues | 94,800 | 65,555 | 65,555 | (29,245) | 68% Note 1 |
| Reimbursements | 16,700 | 10,622 | 10,622 | (6,078) | |
| Wasco Building | | | | | |
| Lease Revenues | 313,500 | 188,695 | 188,695 | (124,805) | 61% Note 1 |
| Reimbursements | - | 1,399 | 1,399 | 1,399 | |
| Hanel | | | | | |
| Land Sales | 734,400 | - | - | (734,400) | |
| Other Financing Sources | 1,730,000 | - | - | (1,730,000) | 0% |
| | 5,038,200 | 1,494,115 | 1,445,959 | (3,542,241) | 30% |
| <i>Commercial Facilities</i> | | | | | |
| State Office (DMV) Building | | | | | |
| Lease Revenues | 36,000 | 31,721 | 31,721 | (4,279) | 88% |
| Reimbursements | - | - | - | - | |
| Marina Office Building | | | | | |
| Lease Revenues | 96,400 | 25,983 | 25,983 | (70,417) | 27% Waived/deferred lease payments |
| Reimbursements | 22,300 | 5,962 | 5,962 | (16,338) | |
| Port Office Building | | | | | |
| Lease Revenues | 48,550 | 36,413 | 36,413 | (12,138) | 75% |
| Reimbursements | - | - | - | - | |
| | 203,250 | 100,077 | 100,077 | (103,173) | 49% |
| <i>Waterfront Industrial Land</i> | | | | | |
| Lease Revenues | 0 | 0 | 0 | - | |
| Grants | 10,750 | - | - | (10,750) | |
| Parking | 98,300 | 101,898 | 101,898 | 3,598 | 104% |
| Other Income | 5,000 | 11,965 | 11,965 | 6,965 | 239% |
| Financing Source | 4,350,000 | - | - | (4,350,000) | |
| | 4,464,050 | 113,863 | 113,863 | (4,350,187) | 3% |
| <i>Waterfront Recreation</i> | | | | | |
| Eventsite, Hook and Spit | | | | | |
| Eventsite - Passes/Permits and Concessions | 172,500 | 90,153 | 90,153 | (82,347) | 52% |
| Hook/Spit/Nichols | 8,300 | 4,100 | 4,100 | (4,200) | 49% |
| Marina Park | | | | | |
| Sailing Schools, Showers and Events | 9,500 | 3,700 | 3,700 | (5,800) | 39% |
| Lease Revenues | 7,200 | 5,580 | 5,580 | (1,620) | 78% |
| Reimbursements | 2,600 | 7,030 | 7,030 | 4,430 | 270% |
| | 200,100 | 110,563 | 110,563 | (89,537) | 55% |
| <i>Marina</i> | | | | | |
| Lease Revenues | 236,900 | 234,613 | 234,613 | (2,287) | 99% Billed at end of December |
| Moorage Assessment | 84,900 | 80,281 | 80,281 | (4,619) | 95% |
| Reimbursements/Other | 49,300 | 39,769 | 39,769 | (9,531) | 81% |
| Grant | 27,050 | 7,000 | 7,000 | (20,050) | 26% |
| | 398,150 | 361,663 | 361,663 | (36,487) | 91% |
| <i>Airport</i> | | | | | |
| Lease Revenues | 213,800 | 179,466 | 179,466 | (34,334) | 84% Billed at end of December |
| Reimbursements | 19,700 | 15,570 | 15,570 | (4,130) | 79% |
| Grants | 3,769,000 | 2,481,388 | 2,481,388 | (1,287,612) | 66% |
| Other Financing Sources | - | - | - | - | |
| | 4,002,500 | 2,676,424 | 2,676,424 | (1,326,076) | 67% |
| Budget to Actual Revenues | 21,195,250 | 9,023,221 | 8,861,203 | (7,819,997) | 43% |
| Revenues less Other financing sources | 11,258,450 | 6,456,938 | 6,294,920 | 530,520 | 57% |
| GENERAL FUND | | | | | |
| Property taxes | 75,000 | 84,270 | 84,270 | 9,270 | 112% November Collections |
| Other Sources | 7,000 | 2,165 | | | |
| Transfers from other funds | 687,750 | 420,572 | 420,572 | (267,178) | 61% |
| | \$ 769,750 | \$ 507,007 | \$ 504,842 | \$ (257,908) | 66% |
| BRIDGE REPAIR & REPLACEMENT FUND | | | | | |
| Grants | 2,060,800 | 415,757 | 415,757 | (1,645,043) | 20% |
| Transfers from other funds | \$ 2,715,300 | \$ 815,592 | 815,592 | (1,899,708) | 30% |

Note 1: Annually we true-up those tenants on the new lease structure with the costs incurred over the previous 12 months. The budget is completed before these adjustments are made thus causing a difference in what is projected (budget) and what actually is the true-up going forward.

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PORT OF HOOD RIVER
STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS
AND BUDGET VS ACTUAL PERFORMANCE
FOR THE NINE MONTHS ENDED MARCH 31, 2021

| | REVENUE FUND | | | | | | | GENERAL FUND | BRIDGE REPAIR & REPLACEMENT FUND | TOTAL | |
|---|-----------------------|----------------------|----------------------|--------------------|-----------------------|-------------------|---------------------|---------------------|----------------------------------|---------------------|---------------------|
| | Bridge | Industrial Buildings | Commercial Buildings | Waterfront Land | Waterfront Recreation | Marina | Airport | | Administration Maintenance | | |
| OPERATING REVENUES | | | | | | | | | | | |
| Tolls | \$ 4,166,517 | | | | | | | | | \$ 4,166,517 | |
| Leases | | \$ 1,184,456 | \$ 94,116 | \$ 0 | \$ 5,580 | \$ 314,894 | \$ 179,466 | | | 1,778,512 | |
| Reimbursements | | 261,503 | 5,962 | | 7,030 | 39,769 | 15,570 | | | 329,834 | |
| Fees, Events, Passes and Concessions | | | | 101,898 | 97,953 | | | | | 199,851 | |
| Property taxes | | | | | | | | 84,270 | | 84,270 | |
| Total Operating Revenues | 4,166,517 | 1,445,959 | 100,077 | 101,898 | 110,563 | 354,663 | 195,036 | 84,270 | - | 6,558,983 | |
| Operating Expenses | | | | | | | | | | | |
| Personnel Services | 874,032 | 243,282 | 73,953 | 59,647 | 264,010 | 118,027 | 111,395 | - | 131,654 | 203,879 | 2,079,879 |
| Materials & Services | 629,291 | 683,448 | 87,170 | 116,564 | 143,887 | 72,325 | 113,875 | 189,996 | 292,964 | 974,290 | 3,303,809 |
| Total Operating Expenses | 1,503,323 | 926,730 | 161,122 | 176,211 | 407,897 | 190,352 | 225,270 | 189,996 | 424,618 | 1,178,170 | 5,383,688 |
| Operating income/(Loss) | 2,663,194 | 519,229 | (61,045) | (74,313) | (297,333) | 164,311 | (30,234) | (189,996) | (340,348) | (1,178,170) | 1,175,295 |
| Other Resources | | | | | | | | | | | |
| Income from other sources | - | 48,156 | | 11,965 | - | - | - | 47,186 | 2,165 | 12,257 | 121,728 |
| Grants | | | | | | 7,000 | 2,481,388 | 128,436 | - | - | 2,616,824 |
| Sale of land | - | | | - | - | - | - | - | - | - | - |
| Note receivables | - | | | - | - | - | - | - | - | - | - |
| Total Other Resources | - | 48,156 | - | 11,965 | - | 7,000 | 2,481,388 | 175,622 | 2,165 | 12,257 | 2,738,552 |
| Other (Uses) | | | | | | | | | | | |
| Capital projects | (49,000) | (536,108) | (10,735) | - | (25,887) | (10,735) | (3,423,414) | (52,547) | - | (53,180) | (4,161,606) |
| Debt service | - | (151,822) | - | - | - | (82,378) | - | - | - | - | (234,200) |
| Total Other (Uses) | (49,000) | (687,930) | (10,735) | - | (25,887) | (93,112) | (3,423,414) | (52,547) | - | (53,180) | (4,395,806) |
| Transfers In/(Out) | (815,592) | | | | | | | (420,572) | 420,572 | 815,592 | - |
| Net Cashflow | \$ 1,798,602 | \$ (120,546) | \$ (71,780) | \$ (62,348) | \$ (323,221) | \$ 78,199 | \$ (972,261) | \$ (487,493) | \$ 82,389 | \$ (403,500) | \$ (481,958) |
| BUDGET VS ACTUAL PERFORMANCE | | | | | | | | | | | |
| FY 2020-21 Budget | | | | | | | | | | | |
| Operating revenues - Budget | \$ 5,859,000 | \$ 2,523,800 | \$ 203,250 | \$ 103,300 | \$ 200,100 | \$ 371,100 | \$ 233,500 | \$ - | \$ 75,000 | \$ 0 | \$ 9,569,050 |
| Operating revenues - Actuals | 4,088,621 | 1,445,959 | 100,077 | 113,863 | 110,563 | 354,663 | 195,036 | - | 84,270 | 0 | 6,493,052 |
| Actuals greater/(Less) than budget | (1,770,379) | (1,077,841) | (103,173) | 10,563 | (89,537) | (16,437) | (38,464) | - | 9,270 | - | (3,075,998) |
| | 70% | 57% | 49% | 110% | 55% | 96% | 84% | - | 112% | 100% | 68% |
| Operating expenses - Budget | 2,894,700 | 1,320,300 | 248,900 | 304,800 | 566,900 | 299,600 | 321,500 | 449,700 | 737,750 | 1,725,800 | 8,869,950 |
| Operating expenses - Actuals | 1,503,323 | 926,730 | 161,122 | 176,211 | 407,897 | 190,352 | 225,270 | 189,996 | 424,618 | 1,178,170 | 5,383,688 |
| Actuals (greater)/Less than budget | 1,391,377 | 393,570 | 87,778 | 128,589 | 159,003 | 109,248 | 96,230 | 259,704 | 313,133 | 547,630 | 3,486,262 |
| | 52% | 70% | 65% | 58% | 72% | 64% | 70% | - | 58% | 68% | 61% |
| Other Resources - Budget | 1,030,000 | \$ 1,780,000 | - | 4,360,750 | - | 27,050 | 3,769,000 | 166,000 | 7,000 | 4,889,300 | 16,029,100 |
| Other Resources - Actuals | 77,896 | 48,156 | - | - | - | 7,000 | 2,481,388 | 175,622 | 2,165 | 12,257 | 2,804,483 |
| Actuals greater/(Less) than budget | (952,104) | (1,731,844) | - | (4,360,750) | - | (20,050) | (1,287,612) | 9,622 | (4,835) | (4,877,043) | (13,224,617) |
| Other (Uses) - Budget | 306,000 | 4,527,500 | 183,000 | 4,635,100 | 237,000 | 237,500 | 4,513,900 | 399,000 | - | 4,199,100 | \$ 19,238,100 |
| Other (Uses) - Actuals | 49,000 | 687,930 | 10,735 | - | 25,887 | 93,112 | 3,423,414 | 52,547 | - | 53,180 | \$ 4,395,806 |
| Actuals (greater)/Less than budget | 257,000 | 3,839,570 | 172,265 | 4,635,100 | 211,113 | 144,388 | 1,090,486 | 346,453 | - | 4,145,921 | 14,842,294 |
| | 16% | 15% | 6% | 0% | 11% | 39% | 76% | 13% | #DIV/0! | 1% | 23% |
| Net Position - Budget vs Actuals | \$ (1,074,106) | \$ 1,423,454 | \$ 156,870 | \$ 413,502 | \$ 280,579 | \$ 217,149 | \$ (139,361) | \$ 615,779 | \$ 317,567 | \$ (183,492) | \$ 2,027,942 |

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Administration

- COVID
 - Hood River County is reporting an increase of more than 30 active cases in the past week, while also reporting large increases of vaccine distribution.
 - All Port staff received an invitation to the County-led vaccination clinic at the Fairgrounds on Saturday April 10. Some have specific conditions that require an alternative vaccine or specific location. At this point, all but three Port staff have received at least their first vaccination shot.
- Efforts are ongoing to fill the Property/Development Manager position. I will start interviews of four candidates April 21-23. As with other hires, I will hold the first interview, then arrange a staff review of the short list candidates without me attending, then hold a final interview before making a hiring decision.
- Genevieve and Kevin have submitted several requests for funding of various projects to both the state and federal levels. The four submitted are: 1. Bridge (submitted to State of Oregon through Rep Williams and Senator Thomsen, State of Oregon Regional Solutions, federal Transportation Reauthorization through Rep. Bentz, and Senators Wyden & Merkley); 2. Lot #1 E. Anchor Way (submitted to State of Oregon through Rep. Williams and Senator Thomsen and Regional Solutions and Community Directed Projects through Rep. Bentz and Senators Wyden & Merkley); 3. Airport Commercial Hangar (submitted same as above) and Lower Mill fill project (submitted same as above). Each of these various submittal processes required a lot of work to prepare and necessitated support letters from stakeholders.

Recreation/Marina

- The Gates Memorial Project is complete. Final grading, tree planting, irrigation and memorial plaque installation is done. The section of the Waterfront Trail path adjacent to the job site is now open.
- The Marina water & sewage pump out station were returned to service on April 15th.
- Event Site pass sales as of April 16: total passes sold = 378; passes sold to customers outside of the Central Gorge = 53.
- The National Geographic cruise ship company has requested six dockings for the small cruise ship "Sea Lion" in the Marina this fall. For another two stops, the vessel will anchor and make landings for passengers via Zodiacs.
- The Marina Committee held a meeting at the Port conference room on April 8. Meeting minutes are attached.

- The Hood River Outrigger Canoe Club, partnered with Art of Community, submitted a grant application to Travel Oregon for their “Community Co-existence: A Covid Legacy” Project. A letter of support for their application is attached.

Development/Property

- FHWA has occupied their leased space at the Marina Park #1 Building (formerly known as the Chamber Building).
 - Tenant Improvements are underway at the Big 7 Building for Wolf Ceramics.
-

Airport

- Consultant Mike Davis has been retained to advise on the future vision and strategic objectives for the Airfield. He has or will reach out to schedule individual interviews with each Commissioner.
-

Bridge/Transportation

- The schedule of lifts for the inspections of the lift span planned for April 26-30 has been publicized via a news release, Port social media feed posts, website announcement, and bulk email.

**Port of Hood River Marina Committee
Meeting Minutes
Thursday, April 8th 8:30am
Port Boardroom**

Committee Members Present:

Ben Sheppard 1st Chair, Steve Tessmer, Josh Sceva, Ted Lohr, Steve Carlson

Port Staff Present:

Michael McElwee, Executive Director and Daryl Stafford, Marina Manager

Absent: None

1. *Dock Walks:* Members reported maintenance issues, concerns or suggested repairs to Marina Manager. Suggestion Summary:
 - a) Use large S-Cleats only on main fingers for bow tie offs for large vessels, not small vessels.
 - b) Schedule power washing of main walkways asap when water goes on. The geese have been busy.

2. *Marina News from the Port:* Daryl Stafford
 - a) Waterfront Re-Opening- General information regarding the opening of Port Waterfront facilities for the summer. Restrooms, Trash pick-up and picnic shelter tentative start-up of normal services date of 7/1/21 will depend on HR County status for Covid regulations. Cruise Ships, Events, concessions, parking passes, and parking are scheduled to resume as usual as long as they are in compliance with State of Oregon mandates, Governors orders and all other local government agencies.
 - b) Boat Ramp OSMB Grant Application- Status is grant has been submitted for ramp dock floats and under review by OSMB. If accepted grant would cover 40% of cost for ramp dock float replacement.
 - c) Dock Repairs- The repairs that were scheduled for this Spring for the South Basin Dock were cancelled due to the contractor being overbooked and no longer wanting to travel for work. Staff will research possible new contractors for this Fall and will request budget for the next fiscal year.
 - d) OSMB- Recent news increases focus on derelict vessels in the PDX area. Grant opportunities are available for removal under the Clean Marina Program. OSMB is stressing the importance of vessel registration to all Marinas for ownership documentation.
 - e) Cruise Ships- First scheduled visit is for 5/6/21. Bollards were installed on the outside jetty so ships may secure to land and not leave their engines running.
 - f) Wait List Update: 30' and under-38, Over 30'-10, Over 40'-4. Total 52 applicants.
 - g) Boat House floatation upgrade requirement for Spring 2022- Possible extension due to lack of qualified contractors wanting to travel to this area for work. Port will work with owners towards a reasonable amount of time to gain compliance.
 - h) Mariana Software- New system will go live 4/15/21. Committee members voiced support for online payment and document submission to make it easier for tenants and Port Staff. Online payment date TBD.
 - i) Rates- 2021 had a 2% increase for moorage, however Port Staff anticipates a greater increase in the upcoming year. Members voiced considering a local rate and an out-of-town rate like other public Marinas. Concerns were that the local community members

who really use the marina will be priced out by people who don't live here and that rarely use their boats. Many of those people just use it as a storage space.

- j) Sailing Charter- Gorge Sail Ventures is a new concession that is being considered to operate out of the Marina starting this May. They met with the committee over a year ago but were put on hold due to Covid. The committee was in favor of giving it a try.
- k) Gorge Jr. Sailing Program- The program was put on hold last year however they are back on track this season offering kids lessons this July and August. The HRYC helps support the program.
- l) HROCC- Josh shared that the Canoe club has secured a grant to turn a section of their storage fence into a woven art project by local Chloe Hight. The club did not set up last year but plans to move forward with storage for members this season. It has been yet to be determined if they will put in the big boats that are stored on Frog Beach.

3. *Discussion Topics:*

- a) HRYC- Ted gave an update: Club activity was put on hold last summer due to Covid however indications so far this season are that things will ramp back up. The Club expressed desire for increased yard space and revamping of storage area for possible SUP storage, with permission from the Port. Ted will bring a proposal to staff. The HR High School Sailing Team, supported by HRYC, is at full capacity for what they can manage with Covid restrictions. The kids are practicing weekday and hope to go back to racing soon.
- b) Dry Storage- All members noted the lack of storage in the Gorge area for boats and trailers. HRYC boat yard expansion, Marina Basin property, Maritime empty lot and up valley options were noted for both summer and winter storage, along with the potential loss of Broughten storage if Stevensons sell their property. Lower Hannel Mill in Odell was discussed as a potential site for covered, secure storage that could accommodate RV's as well as boats and trailers. Members felt that could be great for the Port and the local community and would not require onsite staff to manage. Lengthy conversation followed on opportunities for the Port.
- c) Parking Passes- Concerns over parking due to selling more passes than the Event Site lot can accommodate, and that the local community will not be able to utilize the parking area during the summer due to selling out of town customers passes. Suggestion of passes for local Gorge residents only and daily fees for out-of-town guests. Currently 1/3 of parking pass sales are not from addresses local to the Gorge.
- d) Boat House Replacement Information: Steve Tessmer- There are no current City or Port building codes for Boathouses. Interest has been expressed by a boat house tenant for replacement. Steve offered to help answer questions for tenants regarding source information. Any kind of construction would need Commission Approval.

4. *Planning:*

- a) Budget- FY 21/22 requests submitted to the Budget Committee for review: \$286K for Marina boat ramp dock replacement that would have a \$132K grant Match from the OSMB. \$30k for maintenance/repairs. Commissioner Sheppard suggested asking for \$40k due to increased costs to make sure there are enough funds available to complete the needed work.
- b) Strategic Planning- Michael requested that the committee plan a work session some time during the next few months to update the 2021 Strategic Plan for the Marina and surrounding area. The previous visions were documented in the 2013 Waterfront Narrative from Port Staff and the Commission from that time, and the 2015 Strategic

Planning session of the Committee that was derived from the 2015 Marina assessment by Halgren & Associates. Typically, every 5 years the vision is evaluated to fit with current times and directive from the Commission. The purpose of this session would focus on suggestions for the long-term vision for capital improvements and to determine what makes the most sense considering variables such as a new bridge, upland development, permitting and stakeholders.

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INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

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

March 23, 2021

Travel Oregon
319 SW Washington St., Suite 700
Portland, OR 97204

Re: Competitive Recovery Grant Program

To Whom it May Concern:

I am writing to express the full support of the Port of Hood River for the funding proposal submitted by the Hood River Outrigger Canoe Club (HROCC) entitled *Community Co-Existence: A Covid Legacy Project*.

For the past two years, HROCC and Art of Community (AOC) have collaborated to put together a plan for continuous improvements that activate and inspire users and visitors to the Hood River Waterfront. We believe their proposed project will be a significant addition to an area that represents the front door of Hood River. It is innovative, feasible, and well aligned with the strategic vision of the Port of Hood River. We believe the project will support the growth of recreational usage by visitors and can augment Hood River's recovery from the significantly negative impacts of the Covid-19 pandemic that occurred in 2020.

Should this funding be secured, we welcome the project on Port property and look forward to partnering with HROCC and AOC to help see it successfully through to completion prior to November 30, 2021.

Sincerely,

Michael S. McElwee, Executive Director
Port of Hood River

cc: Port of Hood River Commissioners

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Commission Memo



Prepared by: Michael McElwee
Date: April 20, 2021
Re: AV Gas Fuel Tank Purchase

Significant new construction is substantially complete at the Ken Jernstedt Airfield (“Airfield”) with the expansion and rehabilitation of the North Ramp. The new North Ramp layout includes a specific location for the the AV Gas Tank, currently located on the south side of the Airfield. The existing AV Gas Tank is nearing the end of its useful life and presents potentially hazardous conditions due to age, new building code regulations and configuration. The FY 21 budget identifies funding for a new tank.

The AV Gas tank itself is a package of many different components. There is also the need for the related purchase of a QT card reader system which allows self-service by pilots using a credit card. Engineering is required to meet code requirements for the tie-down configuration. Construction oversight, a crane service for setting and an electrician for hookup will be necessary.

Staff sought the input of the Oregon Department of Aviation (“ODA”) regarding fuel tank suppliers. There were only three. Staff contacted all three prospective suppliers: one is no longer in the business, another is in Florida and the third, Mascott, is a national company with offices in Portland. Mascott also supplied and services the existing AV gas tank at the Airfield.

Attached are Mascott quotes for the fuel system (\$189,214.81) and card reader system (\$24,037.50), and contract terms and conditions. The total 3/19/2021 estimated purchase price of the tank and credit card reader system is \$213,252.31. Mascott documents state there may be “unscheduled factory price increases” and that “Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices occurring between the [...] agreement date and delivery date.” Because of increasing costs of steel and other commodities, the 3/19/2021 Mascott contract price will likely increase when a contract is signed and delay the delivery date. In addition, there will be related Port professional and set up costs.

Based on language of applicable contracting statutes and rules, legal counsel has determined that the Executive Director has the authority to determine, in writing, if goods or services are available from only one source. In this instance, I believe the exception from competitive bidding is warranted based on the following findings in accord with ORS 279B.075(1)(d):

- (i) air vehicle fuel tank systems are unique in nature and should be purchased from a qualified, experienced, established and reputable supplier; and
- (ii) there are two suppliers who are qualified to provide, install and service air vehicle fuel tank systems, one in Florida and one in Portland; and
- (iii) the distance of the Florida supplier will likely affect installation and services schedules and include added costs for travel and transport (which may continue to be further complicated by the ongoing pandemic), versus the time and cost benefits derived from Mascott's proximity, experience and familiarity with the Airfield.

Before the Port may sign a Mascott contract, a legal notice must be published in the Portland Daily Journal of Commerce for a minimum of seven (7) days to allow prospective bidders to object to the sole source selection. If there are no contractor objections the Executive Director intends to sign the Mascott contracts.

RECOMMENDATIONS:

Discuss Port Mascott AV Gas Tank and QT card reader purchases and related contracts.

Authorize the Executive Director to sign contracts with Mascott to purchase an AV gas tank system and related QT reader card system on terms acceptable to the Executive Director after the sole source publication notice period expires, and to sign other contracts for work and services related to installation of the AV gas tank system.



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| | <p>***** *****COURSE AND SCOPE***** *****</p> <p>WILL OFFLOAD TRANSPORTS AT APPROX 200 GPM, WILL LOAD CLIENTS OWN TRANSPORT AT APPROX 200 GPM, WILL PERFORM OVERWING AV GAS RETAIL AT APRX 22 GPM.</p> <p>MASCOTT EQUIPMENT COMPANY WILL FABRICATE AND WELD PIPING FOR TANK AND SKID WITH 316L SS FILLER MATERIAL. MASCOTT WILL ASSEMBLE AND INSTALL ALL PIPE/ AND COMPONENTS ON SKID AND TANK, WILL TEST AT 1.5 X OP PRESSURE. WILL INSTALL WATER DRAW THEIF PUMP. HOSES USED WILL BE APPROVED API 1529 AVIATION HOSES. OVERFILL PREV. VALVE WILL STOP FLOW OF FUEL TO TANK AT 95% TANK CAPACITY.</p> <p>*****</p> | | | | | |

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ACCEPTED FOR PURCHASE

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| 12K UL 2085 AST | <p>***MATERIALS AND LABOR***** ***** *****STORAGE TANK*****</p> <p>12K UL 2085 AST ABOVE GROUND CYLINDRICAL STORAGE TANK, WITH RFSO FITTINGS, TWO 24 INCH MANWAYS, ONE WITH INTERNAL LADDER. TANK HAS END LADDER AND STICK PLATFORM/RFSO FITTINGS W 3" BACK TO BACK RFSO FITTINGS, SLOPED SADDLES, EXTERIOR EPOXY , INTERIOR EPOX DOUBLE BUTT CONSTRUCTION. WELDS GROUND SMOOTH 24 INCHES UP FROM BOTTOM BOTH SIDES TANK INTERNAL. TANK HAS LOW POINT SUMP BELL.</p> <p>* FREIGHT INCLUDED IN PRICING TO HOOD RIVER OREGON. OFFLOAD SET AND ANCHOR BY OTHERS.</p> <p>* TO REMOVE INTERNAL LINING (NOT RECCOMENDED) PLEASE DEDUCT \$ 7,373.98 FROM BOTTOM</p> | 1 | EA | | | |

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| | TOTAL. | | | | | |
| | *****TANK VENTING***** | | | | | |
| MR5885-01001V | VENT, 2" PRE/VAC EVR | 1 | EA | | | |
| MR244OF-0200AV | VENT, EMERGENCY 8" FLANGE 16OZ | 2 | EA | | | |
| MR244F-0107AN | KIT, NUT/BOLTS 6" & 8" E-VENTS | 2 | EA | | | |
| MR244F-01102G | GASKET, 8" FLANGE E-VENT | 2 | EA | | | |
| | *****STICK PORT ASSEMBLY***** | | | | | |
| MR305GSP2000AKEVR | CAP, ADAPTOR 2" STICK PORT EVR | 1 | EA | | | |
| MR419-02121T-EVR | DROP TUBE, 2"X12' EVR | 1 | EA | | | |
| FZ-GP16 | GAUGE STICK, 168" SCALE | 1 | EA | | | |
| | *****TANK GAUGING***** | | | | | |
| MR918F-0400AG | CLOCK GAUGE, 2"F.NPT W/ALARM | 1 | EA | | | |
| MR419-02121T-EVR | DROP TUBE, 2"X12' EVR | 1 | EA | | | |
| KRK2-96" | GAUGE, LEAK 2"X96" AT-A-GLANCE | 1 | EA | | | |
| | *****TANK FILL ASSEMBLY***** | | | | | |
| MR9095AA-3300AVEVR | VALVE, OVERFILL 3" FNPT EVR | 1 | EA | | | |
| MR9095ATM-0100AM | TEST MECHANISM, MECHANICAL | 1 | EA | | | |
| MR419-03101T-EVR | DROP TUBE, 3"X10' EVR | 1 | EA | | | |
| MR539AS-0300AD | DIFFUSER, 3" "AST" FILL | 1 | EA | | | |
| JO600-110 | BALL VALVE, 3" FLG SS 150# | 1 | EA | | | |
| MR286FDI-4000AS | STRAINER, 3" FLANGED 100 MESH | 1 | EA | | | |

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| MR246DRF-0100AV | VALVE, SWING CHECK 3" FLANGED | 1 | EA | | | |
| MR735DC-4000ACEVR | DUST CAP, FOR 735DC EVR | 1 | EA | | | |
| MR927-0300AAEVR | FILL ADAPT, 3" DRY BREAK EVR | 1 | EA | | | |
| | *****STAGE ONE VAPOR***** | | | | | |
| MR323-0300AAEVR | ADAPTRER, 4X3 STAGE 1 EVR | 1 | EA | | | |
| MR323C-0100ACEVR | CAP, VAPOR RECOVERY, CARB EVR | 1 | EA | | | |
| | ***FLOATING SUCTION ASSLY*** | | | | | |
| OES764-0065 | FLOATING SUCTION ASSY, 3"X120" | 1 | EA | | | |
| MR818I-0000AG | INDICATOR, CLOCK GAUGE 2" | 1 | EA | | | |
| | * FLOATING SUCTION NOT A REQUIREMENT, BUT RECCOMENDED. PLEASE DEDUCT 2,500 FROM BOTTOM TOTAL TO REMOVE. | | | | | |
| | *****FILTER ASSEMBLY***** (* NOT MONITOR VESSEL, MONITOR ARE NO LONGER SUPPORTED BY FILTER MANUFACTURERS) | | | | | |
| FA-HCS-333-1436 | FILTER VESSEL, COALESCER 3"FLG | 1 | EA | | | |
| JFWBV002E-3/4DEAD | BALL VALVE, 3/4" S.S. SPRING | 1 | EA | | | |
| PTC3/4A-1000107 | ADAPTER, 3/4"FNPT ALUMINUM | 3 | EA | | | |
| PTC3/4V-1001107 | CAP, DUST 3/4" ALUMINUM | 3 | EA | | | |
| FA11AV | AIR ELIMINATOR, 3/4" S.STEEL | 1 | EA | | | |

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| FA82E3251311-100 | VALVE, PRESSURE RELIEF 100PSI | 1 | EA | | | |
| FASC-9650 | CHECK VALVE, 1/2" S.STEEL | 1 | EA | | | |
| FASC-5150-30 | GAUGE, PRESSURE DIFFERENTIAL | 1 | EA | | | |
| FAWP-120-7 | PROBE, WATER SENSING 120VAC | 1 | EA | | | |
| FASC-9600 | VALVE, 3-WAY TEST | 1 | EA | | | |
| ASTFNW732VM | VALVE, 3" LUG STYLE VITON | 1 | EA | | | |
| | *****PUMP ASSEMBLY***** | | | | | |
| GM03F3-B | 10HP, 3PH, EXP 200GPM, 3" | 1 | EA | | | |
| HMSF21-300-22-22-12 | FLEX CONNECTOR, 3"X12" OAL | 2 | EA | | | |
| FA82G3851311-40-40-0 | 2" FLNG, PRS RELIEF. 50PSI, DI | 1 | EA | | | |
| | *****DISPENSE EQUIPMENT*** | | | | | |
| FA-EF8210G035VH | VALVE, 3/4" ASCO SOLENOID N.O. | 1 | EA | | | |
| MR346FDI-0300AV | VALVE, EXT. EMERGENCY 3" FLNGD | 1 | EA | | | |
| LCM15C2 | METER, 3" W/MECH REGISTER | 1 | EA | | | |
| LCA3281 | FLANGE, STEEL, BUNA, 3" WELD | 2 | EA | | | |
| OES3630-0201 | SWIVEL, 2" ALUM./90^ STYLE 30 | 1 | EA | | | |
| HHCP320180HABA | HOSE ASSY, 2"X15' AVIATION MXM | 1 | EA | | | |
| OES3630-0201 | SWIVEL, 2" ALUM./90^ STYLE 30 | 1 | EA | | | |
| OCV115G002-0201281P | VALVE, SOL 2"FLG SS TRIM BUNA | 1 | EA | | | |
| FARH50-120-7 | DEADMAN RHINO SYSTEM 120V | 1 | EA | | | |
| PTC25W-1001225 | PLUG, DUST 2-1/2" ALUMINUM | 1 | EA | | | |
| | *****WATER DRAW PUMP***** | | | | | |
| GPI114000-10 | HAND PUMP, HP100-UL PISTON | 1 | EA | | | |

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| PTC3/4A-1000107 | ADAPTER, 3/4"FNPT ALUMINUM | 1 | EA | | | |
| PTC3/4V-1001107 | CAP, DUST 3/4" ALUMINUM | 1 | EA | | | |
| MR912-070500AV | VALVE, 3/4" ANTI-SYPHON 0'-5' | 1 | EA | | | |
| JFWBV002E-3/4DEAD | BALL VALVE, 3/4" S.S. SPRING | 1 | EA | | | |
| | *****RECLAIM SYSTEM***** | | | | | |
| | TO ADD ONE 30 GALLON SS WELDED CONICAL BOTTOM RECLAIM, PLEASE ADD 4,200 TO BOTTOM TOTAL. | | | | | |
| | *****DISPENSING EQUIPMENT **** | | | | | |
| | *****RETAIL DISPENSE***** | | | | | |
| WYG6201D/27BGJK/W1 | DISPENSER, REMOTE 1PD/1 HOSE | 1 | EA | | | |
| WY-FREIGHT-LP | FREIGHT, WAYNE LOW-PROFILE DIS | 1 | EA | | | |
| WY/ANP | NOZ PLATE, AVIATION NOZ. 7X5 | 1 | EA | | | |
| OPW10BHMP-5830 | VALVE EMER 1-1/2" MNPT DBL POP | 1 | EA | | | |
| HHCP160600HABA | HOSE ASSY, 1" X 50' MXM | 1 | EA | | | |
| HAHN-VEPJ-22-30-31 | REEL, 1-1/2"X100' 115V EXP PRO | 1 | EA | | | |
| HAHN-HS35 | BALL STOP, HOSE 1" SPECIFY O.D | 1 | EA | | | |
| OPW295SA-0135 | NOZZLE, 1" X 1" AIRCRAFT | 1 | EA | | | |
| HMFMS24X1.5 | FLEX CONNECT, 1.5" X 24" MXMS | 1 | EA | | | |
| FA-HCVF22-SBPG | HOUSING, VF22 ELEMENT POP-UP | 1 | EA | | | |
| FA-FGO-612-2 | ELEMENT, 1 MICRON MONITOR | 1 | EA | | | |
| | *****MISCELLANEOUS EQPT**** | | | | | |

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| MR691BSS-04001V | VALVE, BALL 3/4"LOCKING SSTEEL | 2 | EA | | | |
| JO600-110 | BALL VALVE, 3" FLG SS 150# | 2 | EA | | | |
| HAHGR-50-50 | STATIC REEL, 50' SST ORG CABLE | 1 | EA | | | |
| PAINT* | PAINT OF SKID | 1 | EA | | | |
| FREIGHT, IN OUT | FREIGHT INBOUND, OUTBOUND | 1 | EA | | | |
| USDECKIT100LLTANK | DECAL KIT, AVGAS 100LL | 1 | EA | | | |
| CONSUMABLES | WELDING RODS,GAS,GR DISK, MISC | 1 | EA | | | |
| SKID, STEEL | AST SKID, STEEL TO FIT | 1 | EA | | | |
| FITTINGS,AST | FITTINGS | 1 | EA | | | |
| INSTALLATION | LABOR TO FABRICATE/ASSEMBLE | 1 | EA | | | |
| | *****ELECTRICAL***** | | | | | |
| FUR-14EUE82HFA4FA | STARTER-ENCL NEMA 7&9 W/EXTRA | 1 | EA | | | |
| ELECTRICAL. | ELECTRICAL SKID ONLY | 1 | EA | | | |
| | UNIT PRE WIRED TO A COMMON POINT, EXCLUDES TANK TOP WIRE. | | | | | |
| | *****STATIC RELAXATION**** | | | | | |
| | * IMPORTANT NOTE, LATEST EDITION NFPA 407 DOES NOT DIFFERENTIATE BETWEEN TURBINE FUEL AND AV GAS, STATIC RELAXATION IS REQ. TO MEET NFPA 407. TO REMOVE VESSEL FROM THIS QUOTE,PLEASE DEDUCT \$ 8831.00 FROM BOTTOM TOTAL. CHECK WITH FUEL | | | | | |

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| | SUPPLIER AND AUTHORITY HAVING JURISDICTION PRIOR TO REMOVING | | | | | |
| FA-HRC-C-100 | STATIC TANK, HORIZONTAL, 100 | 1 | EA | | | |
| FA82E3251311-100 | VALVE, PRESSURE RELIEF 100PSI | 1 | EA | | | |
| FA11AV | AIR ELIMINATOR, 3/4" S.STEEL | 1 | EA | | | |
| FASC-9650 | CHECK VALVE, 1/2" S.STEEL | 1 | EA | | | |
| JFWBV002E-3/4DEAD | BALL VALVE, 3/4" S.S. SPRING | 2 | EA | | | |
| PTC3/4F-100607 | ADAPTER, 3/4" ALUMINUM MNPT | 2 | EA | | | |
| PTC3/4V-1001107 | CAP, DUST 3/4" ALUMINUM | 2 | EA | | | |
| | * NFPA 407 2017 SECTION 5.1.12 WILL REQUIRE TRUCK MONITORS BE IN PLACE ON REFUELER LOADING FACILITIES BY 2022, TO MONITOR REFUELER LOADING AND SHUT OFF FUEL FLOW VALVE , IT HAS BEEN ADDED TO THIS QUOTATION PER CLIENT REQUEST. TO REMOVE IT, PLEASE DEDUCT 6,450.00 FROM BOTTOM TOTAL. | | | | | |
| SG07903 | MONITOR, TRUCK COMPARTMENT | 1 | EA | | | |
| SG08674 | PLUG, BLUE OPTIC WITH J BOX | 1 | EA | | | |
| SG08749 | GROUND MONITOR, W/DEADMAN | 1 | EA | | | |
| | *****NOTES***** | | | | | |

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...



Portland, OR
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(206) 763-7867

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| Number | 063786 |
| Date | 03/19/2021 |
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Ship-to: 3608
PORT OF HOOD RIVER
3608 AIRPORT AVE
FBO BUILDING
HOOD RIVER, OR 97031

Bill-to: 4972
PORT OF HOOD RIVER
1000 E PORT MARINA DR
HOOD RIVER, OR 97031

| Reference # | SlsP | Terms | Whse | Freight | Ship Via |
|--------------------------------|------|----------|------|---------|-------------|
| 12K AV GAS BULK WITH SELF SERV | F/J | NET 10TH | 01 | BILLED | BEST METHOD |

| | | | |
|----------------|---------------------------|-----------------------|---------------------|
| Quoted By: CDM | Quoted To: ANNE MEDENBACH | Effective: 03/19/2021 | Expires: 03/24/2021 |
|----------------|---------------------------|-----------------------|---------------------|

| Item | Description | Ordered | UM | Price | UM | Extension |
|------|--|---------|----|-------|----|-----------|
| | <p>*****</p> <p>* START UP AND TRAINING IS INCLUDED IN THIS QUOTE.</p> <p>* CLIENT RESPONSIBLE FOR CRANE AND CONTRACTOR TO OFFLOAD AND ANCHOR SYSTEM.</p> <p>* ANY AND ALL REQUIRED OR DESIRED ENGINEERING IS BY OTHERS.</p> <p>* ANY AND ALL SITE WORK IS BY OTHERS.</p> <p>* ANY AND ALL SITE PAINT, ELECTRICAL, PERMITS, BY OTHERS</p> <p>* TAX NOT CALCULATED NOR INCL. IN BOTTOM TOTAL.</p> <p>*****</p> <p>*****ONE HALF DEPOSIT REQ. AT TIME ORDER IS PLACED, FINAL PAYMENT DUE PRIOR TO SHIPPING.</p> <p>*****</p> | | | | | |

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|----------------|---------------------------|-----------------------|---------------------|

| ITEM | DESCRIPTION | ORDERED | UM | PRICE | UM | Extension |
|------|-------------|---------|----|-------|----|-----------|
|------|-------------|---------|----|-------|----|-----------|

- 1.) EXCLUSIONS: (Unless Noted) Site Improvements & Inspection Plans, Permits, Installation, Misc. Pipe Fitting/Accessories Electrical, Sales Tax and any item(s) not specifically listed above.
- 2.) PCI(Payment Card Industry) & EMV(Euro. Mastercard,Visa) COMPLIANCE DISCLAIMER: it is solely the Customer's responsibility to verify PCI compliance and Network Processing compliance with their Merchant Provider. Mascott will not be liable for direct, special or consequential damages, business interruption or loss of profits, sustained by Customer or any party claiming by, through or under the Customer.
- 3.) PERFORMANCE: Mascott or employees are not licensed engineers. Performance of equipment is based on accuracy of information provided by Owner or their Representatives Guaranteed performance require certification by a licensed engineer.
- 4.) EQUIPMENT ONLY: Subject to Owner's or Engineer's approval. Quotation limited to equipment/quantities listed. Owner or Installing contractor are responsible to determine actual quantities of pipe, fittings & accessories.
- 5.) STARTUP & WARRANTY: Where req'd warranty certification by Authorized Service Rep. (ASR) of equipment startup. Basic training is offered on a time & materials basis @ \$125- hour/\$1.17 a mile unless otherwise listed. Mascott's responsibility is limited to factory's published warranty. Owner is responsible for excessive travel charges less manufacturer (If Any) credits.
- 6.) ON-SITE MAINTENANCE OFFER: (MASCOTT FABRICATED PRODUCT ONLY) Add additional 4% to your quotation total or a minimum of \$3,000 charge plus applicable State sales tax. An optional equipment service agreement may be offered for a period of 13 months from date of delivery of a Mascott fabricated Fueling Platform. Mascott reserves the right to offer, reject, or adjust pricing on Maintenance Agreements based on jobsite location or specialty equipment that may be installed. Maintenance Agreements are offered solely to customers purchasing Mascott fabricated refueling platforms in conjunction with & not intended to supercede the OEM printed warranties & specified maintenance guidelines. Deviation from manufacturer's equipment maintenance guidelines will void OEM warranties. Mascott will provide labor & basic miscellaneous materials needed at customer's jobsite location of original shipment to repair or replace at our discretion defective parts, workmanship or OEM equipment installed on quoted fuel platform. Maintenance agreement offered is exclusively limited to the quoted fueling platform above, fabricated by Mascott and OEM equipment installed. Travel expenses & accommodations (if any) are considered additional charges and billed to the customer at the rate incurred by Mascott.
- 7.) FREIGHT SHIPMENTS: Freight shipments are fob point of origin unless otherwise listed Owner or Owner's contractors are responsible for offloading unless otherwise listed. Excessive standby time by carrier due to offloading may result in additional charges. All freight shipments are to be inspected on receipt for visible damage and noted on Bill of Lading. Crated & boxed freight must be opened & contents inspected with 24 hours of receipt for hidden damage. Owner is responsible to report damage directly to carrier immediately. Failure to contact carrier within specified timelines may result in rejection of claim.
- 8.) LEAD TIME: Mascott can not guarantee factory quoted lead time. Special order equipment requires approval of submittal drawings prior to production. Lead times quoted commence upon receipt of drawings & required deposits.
- 9.) DEPOSITS: 50% Deposit required at time of submittal. Order will not be executed prior to receipt of deposit.
- 10.) FUEL SURCHARGES: Many manufacturers now add fuel surcharges to cover the high cost of fuel in shipping. Customer responsible for surcharges.
- 11.) PREPAYMENT TERMS OFFERED: 1% prepayment discount available, subject to Mascott's credit Manager's approval.
- 12.) FACTORY PRICE INCREASES: Unscheduled factory price increases will apply at time of order. Please confirm ALL pricing with your sales person prior to acceptance.
- 13.) *SPECIAL ORDER EQUIPMENT & SERVICE CANNOT BE RETURNED FOR CREDIT OR CANCELLED ONCE ENTERED INTO MANUFACTURER'S PRODUCTION SCHEDULE.rev4/21/20 d

| | | | | | |
|------------------------------|--------------------|-------------|----------------|----------------|--------------|
| Thank you for your business. | Merchandise | Misc | CAT Tax | Freight | Total |
| | 189214.81 | .00 | .00 | .00 | 189214.81 |

FOB FACTORY UNLESS SPECIFIED

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...

TERMS AND CONDITIONS

1. **ACCEPTANCE OF CONTRACT:** Buyer acknowledges that all quotations, orders and agreements made between Buyer and Mascott Equipment Co., Inc.'s (herein Mascott) agent shall be considered an offer by Buyer, which said offer shall be subject to acceptance and approval by an officer of Mascott at Mascott's Portland office, subject to credit approval. The parties agree that the terms and conditions of this document shall control and shall constitute the parties' agreement, and any terms and conditions on Buyers purchase order, invoice or other document will have no effect.
2. **PRICE:** Buyer agrees that the purchase price shall be the fair market value of the equipment and/or machinery (hereinafter equipment or goods) on the date of delivery. Therefore, Buyer agrees that Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices for materials and/or labor occurring between the date of this agreement and the delivery date. Mascott may require a payment equal to fifty percent (50%) of the purchase price to be paid at the time this order is placed. Buyer will be charged a restocking fee equal to twenty-five percent (25%) of the purchase price for returned goods. Any additional restocking fees assessed by the manufacturer for returned goods will also be paid by Buyer. When excavating for the installation of underground tanks or equipment, any unusual underground condition which prevents normal excavation and adds significantly to the cost, will be considered as extra, and will be charged for on a time and material basis. This may include excess water, rock greater than 12 inches in diameter, unstable soil, trash, old piping, etc.
3. **PAYMENT TERMS:** Buyer agrees to pay all invoices when due, which is the essence of all orders or contracts. If Buyer fails to make timely payment, Mascott may, at its sole option: (a) defer further shipments until Buyer makes such payments; or (b) elect to cancel all unfilled orders and contract. Buyer agrees that Mascott may withhold or delay deliveries if Buyer fails to maintain a satisfactory credit history with Mascott or fails to provide satisfactory security to Mascott for payment. IF, UPON MASCOTT'S NOTIFICATION TO BUYER THAT GOODS AND EQUIPMENT ARE READY TO SHIP, AND BUYER DELAYS SHIPMENT FOR MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, A CHARGE OF ONE PERCENT (1%) PER MONTH SHALL BE APPLIED TO THE TOTAL BALANCE DUE ON THIS ORDER.
4. **TAXES:** In addition to the Price set forth above, Buyer will pay, or reimburse Mascott upon demand if Mascott pays, all sales, use, excise, occupation, duty or other tax or taxes levied, assessed or imposed by any taxing authority, whether the United States, a State, or a political subdivision of either.
5. **PERMITS:** Buyer shall, at its expense, obtain all necessary public, inspection, license, building, and other permits and shall be responsible for compliance with all applicable laws, ordinances and government regulations regarding the installation and operation of the equipment on Buyer's premises.
6. **CHARACTER OF EQUIPMENT:** The parties intend that the equipment shall, at all times, be considered personal property and not as fixture(s), notwithstanding of the manner in which the equipment may be installed or connected to Buyer's real estate.
7. **SECURITY AGREEMENT:** Buyer hereby grants Mascott a security interest in all of Buyer's right, title and interest, now owned or hereafter acquired, in and to the equipment described above and any portion of such equipment, including any other after acquired, substituted or replacement parts, materials, and equipment, to secure the timely performance and payments of the underlying obligation herein and all indebtedness and obligations of Buyer to Mascott presently existing or hereinafter arising, direct or indirect, and interest thereon. Buyer will not, without the written consent of Mascott, sell, contract to sell, lease, encumber, assign, transfer from its place of installation or otherwise dispose of equipment or any interest therein until this security agreement and all debts secured thereby have been fully satisfied. At the request of Mascott, Buyer will join in executing, or will execute, as appropriate, all necessary financing statements and all other instruments deemed necessary by Mascott and by the cost of filing such documents. Buyer shall not delegate performance nor assign any rights or obligation hereunder.
8. **RISK OF LOSS:** This agreement is a shipment contract FOB Mascott's place of business or FOB manufacturer's facility. The risk of loss, injury, or destruction of the equipment or any part thereof passes to the Buyer upon due delivery of the equipment to the carrier. The Buyer shall pay the freight and insurance costs. Any such loss, injury, or destruction shall not release Buyer from any obligations under this agreement, including the payment of the full purchase price and shall, at Mascott's option, accelerate the maturity of the unpaid balance of the purchase price to the date of such event.
9. **DELIVERY:** Buyer acknowledges that Mascott may change delivery dates without notice. Mascott shall not be liable for any loss, damage, or delay due to transportation or caused by fire, strike, civil or military authority, insurrection, a riot or any causes beyond Mascott's reasonable control.
10. **INSPECTION AND ACCEPTANCE:** BUYER SHALL INSPECT THE EQUIPMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given within fifteen (15) days after the date of delivery specifying any claim, defect, or any other proper objection to the equipment. Buyer shall thereafter be deemed conclusively to have accepted the equipment as satisfactory. Buyer must send the defective part(s) to Mascott at Portland, Oregon, within ninety (90) days from the date of purchase and tag all defective part(s) showing date and all information necessary to support a claim. A revocation of acceptance shall not be effective unless written notice of the revocation is given within ten (10) days after Buyer has discovered the defect in the goods, or twenty (20) days after acceptance of Buyer, whichever occurs first.
11. **MERGER:** This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms and shall not be modified, controlled, or effected in any way by any usage of trade or subject to any course of dealings or performance between the parties. All agreements entered into prior to or contemporaneously with the execution of this agreement are excluded, whether oral or written. Any and all representations, promises, express or implied warranties or statements by Mascott's agent that differs in any way from the terms of this written agreement shall be given no force or effect.
12. **WAIVER:** Mascott shall not, by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this agreement. No waiver whatever shall be valid unless in writing signed by Mascott, and then only to the extent under the terms set forth therein.
13. **SEVERABILITY:** This agreement is divisible. If any provision of this agreement is declared invalid by any tribunal, the remaining provision of this agreement shall not be affected thereby.
14. **JURISDICTION:** This agreement shall be construed and governed in all matters by the law of the State of Oregon. The parties consent to the exclusive jurisdiction of and venue in Multnomah County, Oregon with respect to any and all claims or controversies arising out of or related to this order, and consent to service of process outside the State of Oregon in any action hereunder by registered mail or personal service. The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney fees, together with all costs. An action brought for a breach of this agreement shall be commenced within one (1) year after the cause of action has accrued.
15. **DEFAULT:** All times specified in this agreement for the performance of the obligations of the parties shall be deemed of the essence. If the Buyer fails to pay, when due, any amount payable on this agreement or on any other indebtedness of Buyer secured hereby, or shall fail to perform any of the provisions of agreement, Buyer shall be in default.
16. **MASCOTT'S REMEDIES:** On any default, and at any time thereafter, Mascott may, at Mascott's option, pursue any rights and remedies provided by this agreement and the Oregon Uniform Commercial Code, including but not limited to: repossess the machines and equipment from Buyer's premises; dispose of the equipment pursuant to a public or private sale; or forfeit the Buyer's rights and retain all sums paid heretofore by Buyer to Mascott in lieu of resale and in satisfaction of Buyer's obligations. Mascott shall be entitled to compensation for all incidental damages, including but not limited to all commercially reasonable charges, expenses, or commissions incurred in stopping delivery under the Code, in the transportation, care and custody of goods after a breach by Buyer and in connection with the return or resale of goods, or any other damages resulting from a breach by Buyer. Mascott's remedies and rights are cumulative and the exercise of one right or remedy does not exclude any other rights or remedies conferred on Mascott by law.
17. **LIQUIDATED DAMAGES:** The parties agree that Mascott shall be entitled to retain all deposits made by Buyer, as liquidated damages, if Buyer shall breach or fail to consummate this sale. The parties agree that liquidated damages are needed because of the difficulty in determining Mascott's damages upon Buyer's breach, Mascott's capital investment in making the equipment and the numerous jurisdictions in which Mascott sells equipment. At its sole option, Mascott may elect the remedies provided in Paragraph 16 instead of liquidated damages.
18. **LIMITATION ON MASCOTT'S LIABILITY:** MASCOTT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR TIME, INTERRUPTION OR LOSS OF EQUIPMENT, OR LABOR IN REPAIRING, SUSTAINED BY BUYER BY REASON OF ANY DEFECT IN THE GOODS, OR ANY PART THEREOF, DELAY IN THE DELIVERY OF THE GOODS, OR BREACH OF WARRANTY, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT AS PROVIDED IN PARAGRAPHS 19 AND 20.
19. **EXCLUSIVE REMEDY OF THE BUYER:** THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE GOODS IS TO REQUIRE MASCOTT TO DELIVER TO A CARRIER, PROPERLY CONSIGNED TO BUYER, A SUITABLE PART TO REMEDY THE DEFECT. THE REPLACEMENT OF THE DEFECTIVE PART IS THE LIMIT OF THE LIABILITY OF MASCOTT. THE SOLE PURPOSE OF THIS STIPULATED AND EXCLUSIVE REMEDY IS FOR MASCOTT TO REPAIR, AND OR REPLACE, DEFECTIVE PARTS IN THE MANNER HEREIN PROVIDED. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ON ITS ESSENTIAL PURPOSE SO LONG AS MASCOTT IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE PRESCRIBED MANNER.
20. **MANUFACTURERS' WARRANTIES:** SOME OF THE GOODS AND EQUIPMENT SOLD BY MASCOTT MAY BE COVERED BY MANUFACTURERS' WARRANTIES. IN SUCH CASES, ALL MANUFACTURERS' WARRANTIES SHALL BE PASSED TO BUYER FOR BUYER'S BENEFIT.
21. **WAIVER OF EXPRESS WARRANTIES:** EXCEPT AS PROVIDED IN PARAGRAPH 20, MASCOTT GIVES NO EXPRESS WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS SUPPLIED BY MASCOTT. MASCOTT IS IN NO WAY RESPONSIBLE FOR THE PROPER USE AND OR SERVICE OF SUCH GOODS. EXCEPT AS PROVIDED HEREIN WITH REGARD TO INSPECTION AND ACCEPTANCE, BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF SUCH GOODS.
22. **WAIVER OF IMPLIED WARRANTIES:** THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON MASCOTT'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE, BUYER HAS NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS, AFFIRMATION OF FACT, DESCRIPTION OF GOODS, OR PRODUCT SAMPLES, EXCEPT THOSE EXPRESSLY STATED WITHIN THIS WRITTEN DOCUMENT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT HEREOF.
23. **EXCLUSION OF WARRANTIES:** MASCOTT MAKES NO WARRANTY AS TO TITLE OF GOODS, CLAIMS OF THIRD PARTY ARISING FROM PATENT OR TRADEMARK INFRINGEMENT, OR AS TO THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR OTHER ENCUMBRANCE ON THE GOODS SOLD TO BUYER AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, AT THE TIME OF DELIVERY OF THE GOODS, OR AT ANY OTHER TIME.
24. **BUYER'S REPRESENTATION:** Buyer recognizes that: (a) the equipment sold to Buyer pursuant to this agreement may be protected by any number of patents and/or trademarks; and (b) part of the consideration for the sale of the equipment is Buyer's representations, therefore, Buyer represents and warrants that Buyer shall not, at any time, alter any equipment furnished by Mascott under this agreement or do anything that will infringe, impeach or lessen the validity of the patents or trademarks under which Mascott's equipment is made or sold.
25. **FACSIMILE S:** Facsimile transmission of any signed original document shall be the same as delivery of an original. At the request of Mascott, Buyer will confirm facsimile transmitted signatures by signing an original document.

Initial: _____

Date: _____



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QUOTE

| | |
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| Number | 066154 |
| Date | 03/19/2021 |
| Page | 1 |

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| Reference # | Slsp | Terms | Whse | Freight | Ship Via |
|--------------------|------|----------|------|---------|-------------|
| QT M4000 TRADE OUT | F/J | NET 10TH | 01 | BILLED | BEST METHOD |

| | | | |
|----------------|-----------------|-----------------------|---------------------|
| Quoted By: CDM | Quoted To: ANNE | Effective: 03/19/2021 | Expires: 03/24/2021 |
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|----------------|---|---------|----|-------|----|-----------|
| QTM4000 | *****QT CARD SYSTEM***** CARD SYSTEM, AVIATION, WINDOWS ONE HOSE CONTROL, WINDOWS BASED. BASE UNIT W SINGLE HOSE CONTROL, WIRED ETHERNET CAPABILITY, AND ALL WEATHER COVER. | 1 | EA | | | |
| *FREIGHT | FOB MASCOTT | 1 | EA | | | |
| START UP/TRAIN | START UP AND TRAINING | 1 | EA | | | |
| | * TO ADD CELLULAR KIT, CELL MODEM, PLEASE ADD 1,000 TO BOTTOM TOTAL. | | | | | |
| | * TO ADD WIFI KIT, PLEASE ADD \$550.00 TO BOTTOM TOTAL. | | | | | |
| | < PRICING HEREIN INCLUDES \$1,800 DOLLAR TRADE IN /DEDUCT | | | | | |
| | * NOTE, REQUIRES YEARLY SUBSCRIPTION FROM QT. 945 PER YEAR, INCLUDES DATABASE HOSTING, DATA, 24/7 TECH SUPPT | | | | | |

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

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|----------------|-----------------|-----------------------|---------------------|

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|------|--|---------|----|-------|----|-----------|
| | <p>AND SOFTWARE UPDATES, TO BE PURCHASED DIRECTLY FROM QT.</p> <p>* NOTE, IF CELLULAR OPTION IS CHOSEN, CLIENT WILL NEED UNLIMITED VERIZON CELLULAR PLAN, TO BE PURCHASED DIRECTLY FROM QT, 480 PER YEAR.</p> <p>***** *****NOTES***** *****</p> <p>* UNIT QUOTED FOB MASCOTT</p> <p>* MOUNT ANCHOR AND WIRE BY OTHERS.</p> <p>* MASCOTT WILL PROVIDE START UP AND TRAINING ON UNIT.</p> <p>***** ONE HALF DEPOSIT REQUIRED AT TIME ORDER IS PLACED, FINAL PAYMENT DUE PRIOR TO SHIPPING *****</p> | | | | | |

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- 1.) EXCLUSIONS: (Unless Noted) Site Improvements & Inspection Plans, Permits, Installation, Misc. Pipe Fitting/Accessories Electrical, Sales Tax and any item(s) not specifically listed above.
- 2.) PCI(Payment Card Industry) & EMV(Euro. Mastercard,Visa) COMPLIANCE DISCLAIMER: it is solely the Customer's responsibility to verify PCI compliance and Network Processing compliance with their Merchant Provider. Mascott will not be liable for direct, special or consequential damages, business interruption or loss of profits, sustained by Customer or any party claiming by, through or under the Customer.
- 3.) PERFORMANCE: Mascott or employees are not licensed engineers. Performance of equipment is based on accuracy of information provided by Owner or their Representatives Guaranteed performance require certification by a licensed engineer.
- 4.) EQUIPMENT ONLY: Subject to Owner's or Engineer's approval. Quotation limited to equipment/quantities listed. Owner or Installing contractor are responsible to determine actual quantities of pipe, fittings & accessories.
- 5.) STARTUP & WARRANTY: Where req'd warranty certification by Authorized Service Rep. (ASR) of equipment startup. Basic training is offered on a time & materials basis @ \$125- hour/\$1.17 a mile unless otherwise listed. Mascott's responsibility is limited to factory's published warranty. Owner is responsible for excessive travel charges less manufacturer (If Any) credits.
- 6.) ON-SITE MAINTENANCE OFFER: (MASCOTT FABRICATED PRODUCT ONLY) Add additional 4% to your quotation total or a minimum of \$3,000 charge plus applicable State sales tax. An optional equipment service agreement may be offered for a period of 13 months from date of delivery of a Mascott fabricated Fueling Platform. Mascott reserves the right to offer, reject, or adjust pricing on Maintenance Agreements based on jobsite location or specialty equipment that may be installed. Maintenance Agreements are offered solely to customers purchasing Mascott fabricated refueling platforms in conjunction with & not intended to supercede the OEM printed warranties & specified maintenance guidelines. Deviation from manufacturer's equipment maintenance guidelines will void OEM warranties. Mascott will provide labor & basic miscellaneous materials needed at customer's jobsite location of original shipment to repair or replace at our discretion defective parts, workmanship or OEM equipment installed on quoted fuel platform. Maintenance agreement offered is exclusively limited to the quoted fueling platform above, fabricated by Mascott and OEM equipment installed. Travel expenses & accommodations (if any) are considered additional charges and billed to the customer at the rate incurred by Mascott.
- 7.) FREIGHT SHIPMENTS: Freight shipments are fob point of origin unless otherwise listed Owner or Owner's contractors are responsible for offloading unless otherwise listed. Excessive standby time by carrier due to offloading may result in additional charges. All freight shipments are to be inspected on receipt for visible damage and noted on Bill of Lading. Crated & boxed freight must be opened & contents inspected with 24 hours of receipt for hidden damage. Owner is responsible to report damage directly to carrier immediately. Failure to contact carrier within specified timelines may result in rejection of claim.
- 8.) LEAD TIME: Mascott can not guarantee factory quoted lead time. Special order equipment requires approval of submittal drawings prior to production. Lead times quoted commence upon receipt of drawings & required deposits.
- 9.) DEPOSITS: 50% Deposit required at time of submittal. Order will not be executed prior to receipt of deposit.
- 10.) FUEL SURCHARGES: Many manufacturers now add fuel surcharges to cover the high cost of fuel in shipping. Customer responsible for surcharges.
- 11.) PREPAYMENT TERMS OFFERED: 1% prepayment discount available, subject to Mascott's credit Manager's approval.
- 12.) FACTORY PRICE INCREASES: Unscheduled factory price increases will apply at time of order. Please confirm ALL pricing with your sales person prior to acceptance.
- 13.) *SPECIAL ORDER EQUIPMENT & SERVICE CANNOT BE RETURNED FOR CREDIT OR CANCELLED ONCE ENTERED INTO MANUFACTURER'S PRODUCTION SCHEDULE.rev4/21/20 d

| | | | | | |
|------------------------------|--------------------|-------------|----------------|----------------|--------------|
| Thank you for your business. | Merchandise | Misc | CAT Tax | Freight | Total |
| | 14037.50 | .00 | .00 | .00 | 14037.50 |

FOB FACTORY UNLESS SPECIFIED

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...

TERMS AND CONDITIONS

1. **ACCEPTANCE OF CONTRACT:** Buyer acknowledges that all quotations, orders and agreements made between Buyer and Mascott Equipment Co., Inc.'s (herein Mascott) agent shall be considered an offer by Buyer, which said offer shall be subject to acceptance and approval by an officer of Mascott at Mascott's Portland office, subject to credit approval. The parties agree that the terms and conditions of this document shall control and shall constitute the parties' agreement, and any terms and conditions on Buyers purchase order, invoice or other document will have no effect.
2. **PRICE:** Buyer agrees that the purchase price shall be the fair market value of the equipment and/or machinery (hereinafter equipment or goods) on the date of delivery. Therefore, Buyer agrees that Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices for materials and/or labor occurring between the date of this agreement and the delivery date. Mascott may require a payment equal to fifty percent (50%) of the purchase price to be paid at the time this order is placed. Buyer will be charged a restocking fee equal to twenty-five percent (25%) of the purchase price for returned goods. Any additional restocking fees assessed by the manufacturer for returned goods will also be paid by Buyer. When excavating for the installation of underground tanks or equipment, any unusual underground condition which prevents normal excavation and adds significantly to the cost, will be considered as extra, and will be charged for on a time and material basis. This may include excess water, rock greater than 12 inches in diameter, unstable soil, trash, old piping, etc.
3. **PAYMENT TERMS:** Buyer agrees to pay all invoices when due, which is the essence of all orders or contracts. If Buyer fails to make timely payment, Mascott may, at its sole option: (a) defer further shipments until Buyer makes such payments; or (b) elect to cancel all unfilled orders and contract. Buyer agrees that Mascott may withhold or delay deliveries if Buyer fails to maintain a satisfactory credit history with Mascott or fails to provide satisfactory security to Mascott for payment. **IF, UPON MASCOTT'S NOTIFICATION TO BUYER THAT GOODS AND EQUIPMENT ARE READY TO SHIP, AND BUYER DELAYS SHIPMENT FOR MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, A CHARGE OF ONE PERCENT (1%) PER MONTH SHALL BE APPLIED TO THE TOTAL BALANCE DUE ON THIS ORDER.**
4. **TAXES:** In addition to the Price set forth above, Buyer will pay, or reimburse Mascott upon demand if Mascott pays, all sales, use, excise, occupation, duty or other tax or taxes levied, assessed or imposed by any taxing authority, whether the United States, a State, or a political subdivision of either.
5. **PERMITS:** Buyer shall, at its expense, obtain all necessary public, inspection, license, building, and other permits and shall be responsible for compliance with all applicable laws, ordinances and government regulations regarding the installation and operation of the equipment on Buyer's premises.
6. **CHARACTER OF EQUIPMENT:** The parties intend that the equipment shall, at all times, be considered personal property and not as fixture(s), notwithstanding of the manner in which the equipment may be installed or connected to Buyer's real estate.
7. **SECURITY AGREEMENT:** Buyer hereby grants Mascott a security interest in all of Buyer's right, title and interest, now owned or hereafter acquired, in and to the equipment described above and any portion of such equipment, including any other after acquired, substituted or replacement parts, materials, and equipment, to secure the timely performance and payments of the underlying obligation herein and all indebtedness and obligations of Buyer to Mascott presently existing or hereinafter arising, direct or indirect, and interest thereon. Buyer will not, without the written consent of Mascott, sell, contract to sell, lease, encumber, assign, transfer from its place of installation or otherwise dispose of equipment or any interest therein until this security agreement and all debts secured thereby have been fully satisfied. At the request of Mascott, Buyer will join in executing, or will execute, as appropriate, all necessary financing statements and all other instruments deemed necessary by Mascott and by the cost of filing such documents. Buyer shall not delegate performance nor assign any rights or obligation hereunder.
8. **RISK OF LOSS:** This agreement is a shipment contract FOB Mascott's place of business or FOB manufacturer's facility. The risk of loss, injury, or destruction of the equipment or any part thereof passes to the Buyer upon due delivery of the equipment to the carrier. The Buyer shall pay the freight and insurance costs. Any such loss, injury, or destruction shall not release Buyer from any obligations under this agreement, including the payment of the full purchase price and shall, at Mascott's option, accelerate the maturity of the unpaid balance of the purchase price to the date of such event.
9. **DELIVERY:** Buyer acknowledges that Mascott may change delivery dates without notice. Mascott shall not be liable for any loss, damage, or delay due to transportation or caused by fire, strike, civil or military authority, insurrection, a riot or any causes beyond Mascott's reasonable control.
10. **INSPECTION AND ACCEPTANCE:** BUYER SHALL INSPECT THE EQUIPMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given within fifteen (15) days after the date of delivery specifying any claim, defect, or any other proper objection to the equipment. Buyer shall thereafter be deemed conclusively to have accepted the equipment as satisfactory. Buyer must send the defective part(s) to Mascott at Portland, Oregon, within ninety (90) days from the date of purchase and tag all defective part(s) showing date and all information necessary to support a claim. A revocation of acceptance shall not be effective unless written notice of the revocation is given within ten (10) days after Buyer has discovered the defect in the goods, or twenty (20) days after acceptance of Buyer, whichever occurs first.
11. **MERGER:** This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms and shall not be modified, controlled, or effected in any way by any usage of trade or subject to any course of dealings or performance between the parties. All agreements entered into prior to or contemporaneously with the execution of this agreement are excluded, whether oral or written. Any and all representations, promises, express or implied warranties or statements by Mascott's agent that differs in any way from the terms of this written agreement shall be given no force or effect.
12. **WAIVER:** Mascott shall not, by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this agreement. No waiver whatever shall be valid unless in writing signed by Mascott, and then only to the extent under the terms set forth therein.
13. **SEVERABILITY:** This agreement is divisible. If any provision of this agreement is declared invalid by any tribunal, the remaining provision of this agreement shall not be affected thereby.
14. **JURISDICTION:** This agreement shall be construed and governed in all matters by the law of the State of Oregon. The parties consent to the exclusive jurisdiction of and venue in Multnomah County, Oregon with respect to any and all claims or controversies arising out of or related to this order, and consent to service of process outside the State of Oregon in any action hereunder by registered mail or personal service. The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney fees, together with all costs. An action brought for a breach of this agreement shall be commenced within one (1) year after the cause of action has accrued.
15. **DEFAULT:** All times specified in this agreement for the performance of the obligations of the parties shall be deemed of the essence. If the Buyer fails to pay, when due, any amount payable on this agreement or on any other indebtedness of Buyer secured hereby, or shall fail to perform any of the provisions of agreement, Buyer shall be in default.
16. **MASCOTT'S REMEDIES:** On any default, and at any time thereafter, Mascott may, at Mascott's option, pursue any rights and remedies provided by this agreement and the Oregon Uniform Commercial Code, including but not limited to: repossess the machines and equipment from Buyer's premises; dispose of the equipment pursuant to a public or private sale; or forfeit the Buyer's rights and retain all sums paid heretofore by Buyer to Mascott in lieu of resale and in satisfaction of Buyer's obligations. Mascott shall be entitled to compensation for all incidental damages, including but not limited to all commercially reasonable charges, expenses, or commissions incurred in stopping delivery under the Code, in the transportation, care and custody of goods after a breach by Buyer and in connection with the return or resale of goods, or any other damages resulting from a breach by Buyer. Mascott's remedies and rights are cumulative and the exercise of one right or remedy does not exclude any other rights or remedies conferred on Mascott by law.
17. **LIQUIDATED DAMAGES:** The parties agree that Mascott shall be entitled to retain all deposits made by Buyer, as liquidated damages, if Buyer shall breach or fail to consummate this sale. The parties agree that liquidated damages are needed because of the difficulty in determining Mascott's damages upon Buyer's breach, Mascott's capital investment in making the equipment and the numerous jurisdictions in which Mascott sells equipment. At its sole option, Mascott may elect the remedies provided in Paragraph 16 instead of liquidated damages.
18. **LIMITATION ON MASCOTT'S LIABILITY:** MASCOTT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR TIME, INTERRUPTION OR LOSS OF EQUIPMENT, OR LABOR IN REPAIRING, SUSTAINED BY BUYER BY REASON OF ANY DEFECT IN THE GOODS, OR ANY PART THEREOF, DELAY IN THE DELIVERY OF THE GOODS, OR BREACH OF WARRANTY, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT AS PROVIDED IN PARAGRAPHS 19 AND 20.
19. **EXCLUSIVE REMEDY OF THE BUYER:** THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE GOODS IS TO REQUIRE MASCOTT TO DELIVER TO A CARRIER, PROPERLY CONSIGNED TO BUYER, A SUITABLE PART TO REMEDY THE DEFECT. THE REPLACEMENT OF THE DEFECTIVE PART IS THE LIMIT OF THE LIABILITY OF MASCOTT. THE SOLE PURPOSE OF THIS STIPULATED AND EXCLUSIVE REMEDY IS FOR MASCOTT TO REPAIR, AND OR REPLACE, DEFECTIVE PARTS IN THE MANNER HEREIN PROVIDED. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ON ITS ESSENTIAL PURPOSE SO LONG AS MASCOTT IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE PRESCRIBED MANNER.
20. **MANUFACTURERS' WARRANTIES:** SOME OF THE GOODS AND EQUIPMENT SOLD BY MASCOTT MAY BE COVERED BY MANUFACTURERS' WARRANTIES. IN SUCH CASES, ALL MANUFACTURERS' WARRANTIES SHALL BE PASSED TO BUYER FOR BUYER'S BENEFIT.
21. **WAIVER OF EXPRESS WARRANTIES:** EXCEPT AS PROVIDED IN PARAGRAPH 20, MASCOTT GIVES NO EXPRESS WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS SUPPLIED BY MASCOTT. MASCOTT IS IN NO WAY RESPONSIBLE FOR THE PROPER USE AND OR SERVICE OF SUCH GOODS. EXCEPT AS PROVIDED HEREIN WITH REGARD TO INSPECTION AND ACCEPTANCE, BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF SUCH GOODS.
22. **WAIVER OF IMPLIED WARRANTIES:** THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON MASCOTT'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE, BUYER HAS NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS, AFFIRMATION OF FACT, DESCRIPTION OF GOODS, OR PRODUCT SAMPLES, EXCEPT THOSE EXPRESSLY STATED WITHIN THIS WRITTEN DOCUMENT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT HEREOF.
23. **EXCLUSION OF WARRANTIES:** MASCOTT MAKES NO WARRANTY AS TO TITLE OF GOODS, CLAIMS OF THIRD PARTY ARISING FROM PATENT OR TRADEMARK INFRINGEMENT, OR AS TO THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR OTHER ENCUMBRANCE ON THE GOODS SOLD TO BUYER AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, AT THE TIME OF DELIVERY OF THE GOODS, OR AT ANY OTHER TIME.
24. **BUYER'S REPRESENTATION:** Buyer recognizes that: (a) the equipment sold to Buyer pursuant to this agreement may be protected by any number of patents and/or trademarks; and (b) part of the consideration for the sale of the equipment is Buyer's representations, therefore, Buyer represents and warrants that Buyer shall not, at any time, alter any equipment furnished by Mascott under this agreement or do anything that will infringe, impeach or lessen the validity of the patents or trademarks under which Mascott's equipment is made or sold.
25. **FACSIMILE S:** Facsimile transmission of any signed original document shall be the same as delivery of an original. At the request of Mascott, Buyer will confirm facsimile transmitted signatures by signing an original document.

Initial: _____

Date: _____

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Commission Memo



Prepared by: Michael McElwee
Date: April 20, 2021
Re: Hood River Soaring, Glider Concession

Hood River Soaring has been a Glider Club at the airport for four years. They are both a non-profit club that provides gliders, tows and training for their members and a commercial operator that provides scenic glider rides to the public. The attached Operations Agreement will extend their concession term through March 31 of next year and includes an option for two 1-year extension terms, through March 31, 2024.

RECOMMENDATION: Approve Operations Agreement with Hood River Soaring for glider operations at the Ken Jernstedt Airfield.

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PORT OF HOOD RIVER OPERATIONS AGREEMENT
FOR A FLYING ORGANIZATION
AT KEN JERNSTEDT AIRFIELD

The **Port of Hood River** (“Port”) hereby enters into the following Operations Agreement (“Agreement”) with **Hood River Soaring** a 501 (c) (3) Oregon non-profit Corporation (“HRS”), whereby the Port grants HRS the non-exclusive right to operate a glider Organization at the Ken Jernstedt Airfield (“Airport”). HRS and the Port may be referred to herein individually as a “party” or collectively as the “parties.”

RECITALS

1. HRS is a nonprofit glider organization.
2. HRS provides tie-down management for non-organization gliders. Revenues collected are used to maintain the existing HRS fleet, defray the cost of soaring for Hood River’s glider community, and to further HRS’ non-profit mission.
3. HRS collaborates actively with the existing FBO
4. HRS does not provide instruction to non-organization members, but it does participate in public outreach (i.e.: STEM-related class presentations at local schools, First Friday, etc.)

The parties hereby agree:

I. DESCRIPTION. In consideration of the covenants of the parties, the Port grants HSR access to and use of approximately 64,500 square feet of land, known as the “Glider Operations Area” and the “Glider Support Area” for placement of glider aircraft and a tow aircraft located at the Airport, to the East of Orchard Road and north of the airport access road, in its entirety, located in Hood River County, Oregon (the “Premises”). The Premises is identified in the attached “Exhibit A” and the Glider Operations Area and Glider Support Area are identified in the attached “Exhibits B-1 and B-2.” HSR shall only store HSR owned or authorized equipment on the Premises. Any aircraft not owned by HSR shall be the sole responsibility of HSR.

II. TERM OF AGREEMENT. The term of this Agreement shall commence on April 1, 2021 (“Effective Date”) continuing through March 31, 2022 (the “Term”) unless terminated earlier by the Port pursuant to Section VII of this Agreement. The Port and HRS may agree to renew this Agreement for two (2) one (1) year extension terms, through March 31, 2024, if the Port determines it is appropriate to do so after considering relevant facts, including whether HRS has strictly complied with the terms and conditions of all applicable Port ordinances, regulations, policies, now or hereafter in effect, and the terms of this Agreement.

III. FEES. A fee of One Thousand Dollars (\$1,000) shall be assessed on HRS for the privilege of engaging in activities on or from Port property during the term of this Agreement.

3.1 Additional Fees:

3.1.1 Maintenance. HSR shall be responsible for any and all landscape maintenance on the Premises. HSR shall not maintain or alter the area from the edge of runway south or east 45 feet.

3.1.2 Utilities. HSR shall pay all monthly or regular charges for power, water and any other public utilities that shall be used in or charged against the Premises.

IV. USE RIGHTS AND OBLIGATIONS. Subject to HRS' complete performance of the payment, other obligations and the terms and conditions of this Agreement, Port grants HRS the following rights:

- a. The general use of all public facilities and improvements which are now or may hereafter be constructed at the Airport, including: non-exclusive use of the runways, taxiways and other airport amenities.
- b. The right to operate a glider organization, including: glider member training, currency flights, flight reviews, check-rides and recreational flights.
- c. The right to tie down gliders and tow plane in the Glider Operations Area, identified on Exhibits B-1 and B-2, which are attached hereto and incorporated herein by reference, using earth anchors as tie downs.
- d. Tie downs for non-HRS owned aircraft parked in the Glider Operations Area will be managed by HRS. Glider owners who park their aircraft in the Glider Operations Area for more than three (3) consecutive days must pay a monthly fee to HRS.
- e. Tie downs will be semi-permanent, auger type tie downs which HRS will be responsible to purchase, install and maintain. Location of such tie downs will be approved by the Port. If at any time, the Port has need to have the tie downs removed, HRS will do so within seventy-two (72) hours of notification of removal from the Port.

V. OPERATING PLAN.

5.1 General Operations.

- a. All gliders and tow planes shall be operated in conformance with FAA and AGLA regulations and the rules set forth in this Ordinance.
- b. The Port or FBO may suspend or restrict Glider Flight Activities at any time for reasons of safety including, but not limited to, weather, construction, firefighting operations, maintenance, etc. whenever they deem such action to be necessary. No person shall engage in Glider Flight Activities that violates any of the terms of such a suspension or restriction.
- c. No person who owns or controls a glider shall store or park the glider in the Restricted Access Areas unless an emergency exists, written permission is obtained from the Port or FBO, or unless permitted by the terms of a concession agreement.
- d. No person shall engage in any form of ground towing to launch a glider at the Airport, other than using a tow plane connected to the glider, unless the person has written permission from the Port or the FBO to do so, or it is permitted by the terms of a concession agreement.

5.2 Glider Support Area.

- a. The Glider Support Area shall be the only Airport area used by Glider Operators for orientation and registration, waiting and observers, and shall be the only Airport area from which customers are moved to the Glider Operations Area by the pilot or support crew.
- b. Unless the Port gives written permission otherwise, the Glider Support Area shall be the only Airport area used by Recreational Glider Pilots, by their glider passengers, and by support crew to orient passengers and support crew and shall be the only Airport area from which Recreational Glider Pilots, their passengers and support crew are moved to the Glider Operations Area by the Glider Pilots or their support crew.
- c. No person shall place any canopies, picnic tables or other items intended for use by persons involved with or observing Glider Flight Activity in the Glider Support Area other than a person who has received written permission to do so from the Port.
- d. No person shall park a motor vehicle within the Glider Support Area unless located at a place designated for public parking by an official sign, or unless the vehicle has been registered with a Commercial Glider Operator and the motor vehicle is parked in a location within the Glider Support Area designated for parking under a Concession Agreement.
- e. Unless the Port gives written permission, all observers of a Recreational Glider Pilot intending to launch a Glider, their passengers and support crew, shall only meet at the Glider Support Area. All passengers, support crew, pilots and visitors may access the Glider Support Area via Orchard Road from the South. No access shall be allowed across airport property from the north.

5.3 Glider Operations Area.

- a. Unless the Port gives written permission otherwise, the Glider Operations Area shall be the only Airport area used by Commercial Glider Operators and Recreational Glider Pilots, glider passengers and persons assisting them to provide a safety briefing, pre-flight orientation, to answer questions about glider launching and flight, and make final preparations for a Glider to be launched.
- b. No person shall remain in the Glider Operations Area after completing a Glider ride longer than necessary to remove the Glider that has landed from the Glider Operations Area, or in the case of passengers longer than necessary to be transported to the Glider Support Area, unless specifically permitted to do so by the FBO or unless the Port gives written permission to do so.
- c. No person shall place any objects within the Glider Operations Area except tow planes, gliders, and equipment necessary for conducting safe glider operations.

5.4 Glider Launching.

- a. Standard Soaring Society of America (“SSA”) procedures now or hereafter adopted applicable to Glider Flight Activity on land shall be used by all glider pilots, and their

assistants, before a Glider is launched and after a Glider has landed, including using appropriate hand signals.

- b. No Commercial Glider Operator or Recreational Glider Pilot or person assisting a Commercial Glider Operator or Recreational Glider Pilot to launch a Glider shall launch a Glider when there is a motor vehicle or aircraft in the area that may cause a risk of damage to the Glider or the motor vehicle or other aircraft. Each Glider pilot and person assisting a Glider launch shall assure that a Glider departure will not conflict with aircraft that are taxiing, taking-off or landing.
- c. Each pilot who is towing a Glider to launch it shall announce their departure on UNICOM frequency prior to take-off roll.
- d. Only a tow plane shall be used to launch a Glider, unless the Glider pilot has written permission from the Port or is permitted by the terms of a Concession Agreement, to do so.
- e. No person shall engage in any form of Glider towing prior to launching a Glider at the Airport other than using a tow plane.

VI. INSURANCE. HRS agrees that during the Term of this Agreement HRS will keep the following policies in effect with respect to permitted activities. The policies shall name the Port as additional insured; expressly include Port commissioners, officers, employees, and agents as additional named insured; and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Port at least ten days prior written notice. The insurance shall also expressly provide for the defense of the Port in any action arising out of HRS's activities at the Airport or pursuant to this Agreement. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by the Port, which approval shall not be unreasonably withheld. A copy of the policy or certificate of insurance shall be delivered to the Port prior to commencing operations allowed under this Agreement.

6.1 Airport General Liability. HRS shall obtain and maintain minimum coverage of two million dollars (\$2,000,000.00) single occurrence limit and an aggregate limit of four million dollars (\$4,000,000.00).

6.2 Workers' Compensation. HRS shall provide the Port with a complete list of all HRS's employees prior to commencing permitted activities, and promptly provide the Port with an updated list of all HRS's employees if HRS hires an employee after commencing permitted activities. HRS shall provide workers compensation coverage for HRS's employees, as required by ORS 656.017. Prior to commencing permitted activities, and thereafter whenever a new employee is hired by the HRS, HRS shall provide the Port with proof that workers compensation coverage is in effect for all HRS's employees.

6.3 Aircraft Passenger liability. HRS shall obtain and maintain minimum coverage of one million dollars (\$1,000,000.00) aggregate with one hundred thousand dollars (\$100,000.00) per passenger.

VII. HRS COMPLIANCE WITH APPLICABLE REQUIREMENTS

7.1 Compliance Generally. Airport and public safety are of primary importance in the performance of permitted activities. HRS agrees to comply with:

- a. All Federal and State statutes and ordinances whenever enacted; and ordinances, regulations and policies imposed by the Port, which ordinances, regulations, and policies exist now or are promulgated or modified at any time during the term of this Agreement;
- b. All terms and conditions of this Agreement;
- c. Port requirement that any employee, agent or other person in any way affiliated with HRS must possess a valid, appropriate Federal Aviation Administration ("FAA") commercial license when engaging in instruction or other flight activity which requires such a license.

7.2 Compliance with Port Ordinance 23 and Minimum Standards. Prior to signing this Agreement, HRS has received and reviewed a complete copy of Port Ordinance 23 and Minimum Standards including attached Exhibits. HRS acknowledges that all terms are reasonable, and agrees to comply with each provision with both documents as currently enacted or as modified during the Term of this Agreement.

7.3 Compliance with FAA Requirements, Laws and Rules. For purposes of this paragraph 7.3, HRS shall be described as a "Lessee".

7.3.1 Lessee for Lessee, Lessee's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on or at the premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits ("facilities"), Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

7.3.2 Lessee for Lessee, Lessee's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

7.3.3 Lessee agrees to comply with all existing and future laws, ordinances and government rules and regulations applicable to Lessee's occupancy and activities at the Leased Premises, including any related to FAA Port airport grant requirements and other FAA requirements, and to comply with reasonable rules adopted by Lessor.

VIII. ENFORCEMENT

8.1 Procedures. HRS hereby agrees to the following procedures and penalties applicable to enforcement of Port ordinances, regulations, policies and the terms of this Agreement.

8.2 Notice. If the Port alleges a violation of Port Ordinance 23, any other applicable ordinance, regulation or policy and/or breach of any provision of this Agreement, the Port shall notify HRS in writing ("Violation Notice"). A Port Violation Notice shall include a copy of any statement by, or filed with, the Port describing the alleged violation and/or breach. For the first violation and/or breach, or at the Port's discretion, the Violation Notice may state that it is only a warning, with no further Port action to be taken. If action is to be taken, the Violation Notice will set a date, time and place at which HRS may present evidence concerning the violation and/or breach ("Hearing").

8.2.1 Length of Notice. The Hearing date shall be not less than five business days after the date of the Violation Notice. HRS and the Port may mutually agree on a different Hearing date and time than stated in the Violation Notice.

8.3 Hearing. At the Hearing, HRS may deny the violation and/or breach, or explain mitigating circumstances, and may produce relevant evidence. The Port Executive Director or person designated by the Executive Director ("Hearing Officer") shall conduct the Hearing, and consider all evidence presented by HRS, and any other evidence received concerning the violation and/or breach. The Hearing Officer may consult with one or more members of the Port Airport Advisory Committee or the Port Commission about the violation and/or breach before deciding. HRS's failure to appear at the Hearing, or to provide a written denial or explanation prior to the Hearing, will be considered an admission that the violation and/or breach occurred, and consent that the Port may take whatever action the Port deems appropriate as a result. The Hearing Officer's decision about the violation and/or breach and the penalty, if any, shall be in writing ("Enforcement Order"), and shall be final when signed by the Hearing Officer.

8.4 Penalties for Non-Compliance.

8.4.1 Legal Remedies. HRS hereby further agrees to pay \$250 for each violation of Port Ordinance 23, or any other applicable ordinance, as determined by the Hearing Officer, within the sole discretion of the Hearing Officer, as a breach of contract remedy entitling the Port to liquidated damages pursuant to Section VII of this Agreement. If HRS violates any Port ordinance, regulation, policy and/or breaches any term of this Agreement the Port shall have the right to enforce any applicable legal remedy including, but not limited to, injunctive relief, allowed under the laws of the State of Oregon.

8.4.2 Termination of Agreement. HRS hereby agrees that the Port may terminate this Agreement at any time if HRS is found to have breached any condition of this Agreement, or violated any Port ordinance, regulation or policy, after notice and a hearing, as provided herein. If this Agreement is terminated, HRS shall immediately cease all activities theretofore permitted under this Agreement, and shall receive a refund of a prorated portion of the fee paid as HRS's sole and exclusive remedy resulting from termination. HRS agrees Port

termination of this Agreement shall be a sufficient reason for the Port to refuse to renew this Agreement and to refuse to grant HRS a future operations agreement.

8.4.3 Failure to Comply with Enforcement Order. If HRS fails to immediately comply with any Enforcement Order issued by the Hearing Officer after Notice and Hearing, the Port may use a duly authorized party, including a Peace Officer as defined in Port Ordinance 23, Section 2, subsection bb, to ensure compliance with the Enforcement Order, using all means allowable under the laws of the State of Oregon.

8.5 Liquidated Damages. Both HRS and Port agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by HRS's failure to comply with this Agreement. HRS and Port therefore agree that, in the event it is established, pursuant to the Enforcement provision of this Agreement set forth in this Section VIII, HRS has breached this Agreement, HRS shall pay to the Port, as liquidated damages, Two Hundred Fifty Dollars (\$250) for each breach, as determined by the Hearings Officer. HRS and Port further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Port due to the specified breach of this Agreement. HRS also agrees that nothing in this Section is intended to limit Port's right to obtain any other applicable remedy under the laws of the State of Oregon.

IX. ADVERTISING. HRS shall not display any advertising, including signs or banners, on Port property, other than on HRS's vehicles or aircraft, without Port's prior consent. Prior to commencing permitted activities HRS shall provide the Port with a complete list of vehicles (make, model, and license plate number, when applicable) and aircraft (type, "N" number", ownership) HRS will use for permitted activities. If HRS uses a different motor vehicle or aircraft during the term of this Agreement HRS shall promptly notify the Port and identify that motor vehicle or aircraft.

X. INDEMNIFICATION. HRS agrees to release, indemnify and hold harmless the Port and its Commissioners, agents, officers, employees, and successors from and against any and all liability, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or caused to, the Port by reason of loss or damage to any property or injury to, or death of, any person arising from or by reason of HRS's use of the Airport. HRS shall further indemnify and hold harmless the Port from and against any and all claims, costs and expenses arising out of any act or omission of HRS or of HRS's agents, employees, contractors, partners, or invitees; and from and against all costs, attorney fees, expenses and liabilities incurred by the Port as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default or negligence, including but not limited to the defense or pursuit of any claim or any action or proceeding resulting therefrom. In case any action or proceeding is brought against the Port because of such matter, HRS, upon notice by the Port, shall defend the same at HRS's cost. The Port need not have paid any such claim to be so indemnified. HRS, as a material part of the consideration to the Port, states that it hereby assumes all risks of theft, loss, injury, damage or destruction of HRS's property or injury to HRS, or HRS's agents, contractors,

employees, invitees, clients, partners, and successors in, upon or about the Airport arising from any cause and HRS hereby waives all claims in respect thereof against the Port.

XI. FORCE MAJEURE. HRS agrees that the Port shall not be liable for failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever caused by or resulting from any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, pandemic, civil disturbance, war or any other cause beyond its control.

XII. WAIVER. One or more waivers of any covenants or conditions of this Agreement by the Port shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Port to any act by HRS requiring Port's consent or approval shall not be construed as consent or approval to any subsequent act by HRS, unless the permission so states.

XIII. BINDING ON EMPLOYEES. The terms and conditions of this Agreement shall be binding on HRS's employees, contractors, agents, tenants, and any entity or person affiliated in any way with HRS.

XIV. NO ASSIGNMENT. HRS agrees not to assign or in any manner transfer any rights granted by this Agreement without the previous written consent of the Port, which the Port may grant or withhold in the Port's sole discretion.

XV. NOTICE. Any notice, request, consent, approval, demand or other communication to be given, made or provided for under this Agreement shall be in writing and deemed to be fully given by its delivery personally to the person or persons specified below or one day after actual receipt after being sent by certified mail, return receipt requested, to the following addresses, or to such other addresses or to the attention of such other persons as any party hereto shall hereinafter specify by written notice to the other parties hereto.

If to Port:
Port of Hood River
Attn: Michael McElwee
Executive Director
1000 Port Marina Drive
Hood River, OR 97031

If to HRS:
Hood River Soaring
Attn: Ron Montague
President
1640 4th Street
Hood River, OR 97031

XVI. ENTIRE AGREEMENT. This Agreement, including all other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Agreement.

XVII. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

XVIII. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall have the same force and effect as an original.

XIX. SEVERABILITY. In the event that any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be unenforceable or invalid, the validity and enforceability of the enforceable portions of any such provision and of remaining provisions shall not be adversely affected.

XX. AUTHORITY TO EXECUTE. Each of the persons executing this Agreement represents and warrants that they he/she have the authority to execute this Agreement on behalf of, and to bind, the entity they purport to represent, and agrees to indemnify and hold the other party harmless in the event such authority is found lacking.

XXI. ADVICE OF COUNSEL. In signing this Agreement, the parties hereto acknowledge that they have sought and obtained, or waived the opportunity to obtain, advice of counsel as to any and all matters contained in this Agreement, and that they fully understand and agree with the obligations and other matters contained herein.

XXII. AMENDMENTS IN WRITING. This Agreement may not be modified, amended, altered or supplemented except by a writing executed by all parties to this Agreement.

Dated this ____ day of _____, 2021.

HOOD RIVER SOARING

PORT OF HOOD RIVER

Ron Montague, President

Michael McElwee, Executive Director

**Exhibit A-1
Premises**



Exhibit B-1
Glider Operations Area & Glider Support Area

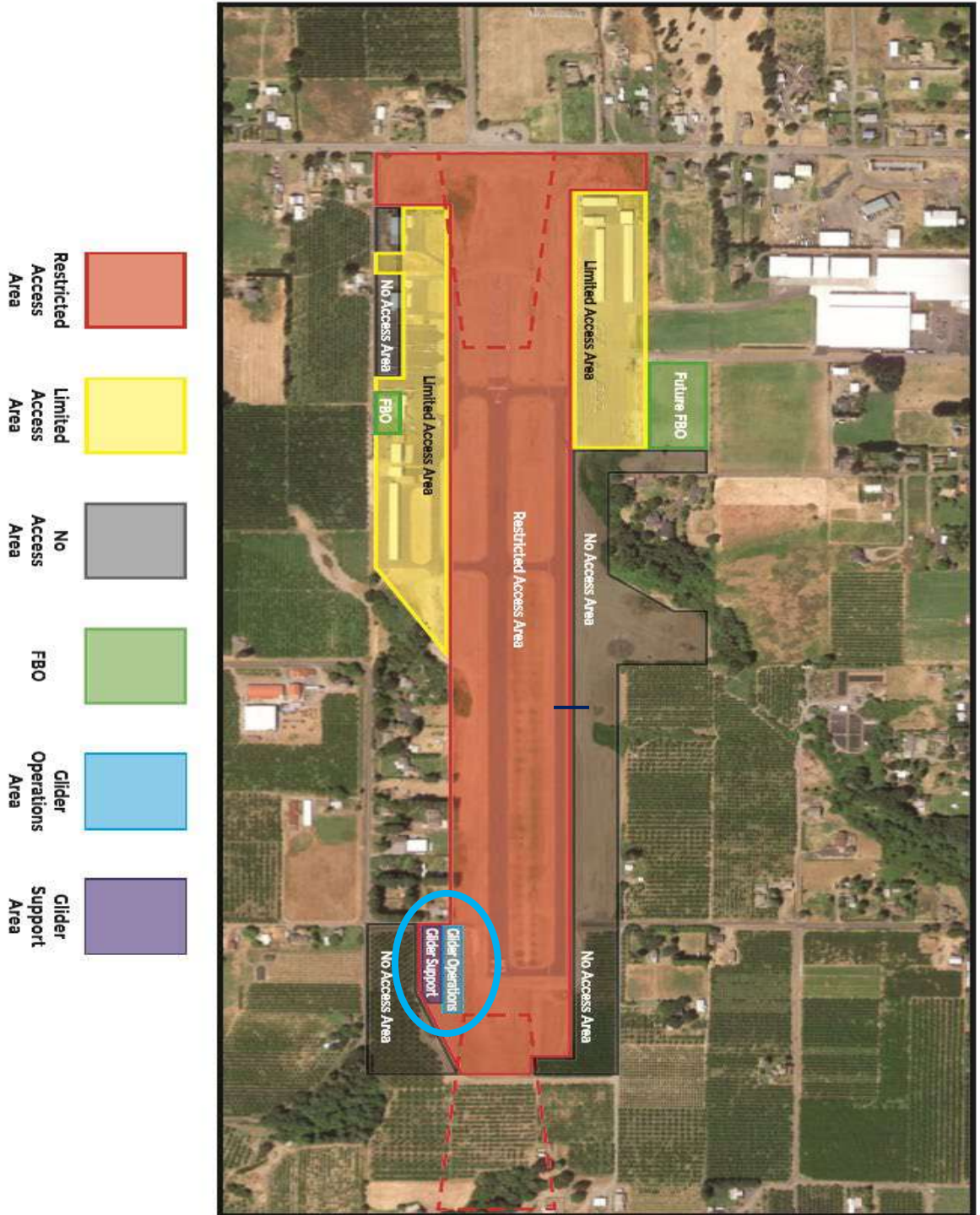


Gliders Operations
Area



Glider Support
Area

Exhibit B-2



Commission Memo



Prepared by: Michael McElwee
Date: April 20, 2021
Re: Hood River Soaring – Propeller Purchase

On March 16, 2021, the Commission received a staff report describing the research, discussions and recommendations of the Airport Noise Workgroup summarizing ways to mitigate noise from aircraft using the Ken Jernstedt Airfield (“Airfield”). Recommendation 4.3 from that report includes Port support for purchase of a quieter propeller for the tow plane used by Hood River Soaring (“HRS”). HRS is a non-profit organization that supports the sport of soaring and provides pilot training staging from a Glider Port at the Airfield.

Staff and representatives of HRS have discussed several alternatives whereby a collaborative funding effort could result in upgrade to the new propeller in time for this summer’s flying season. The attached letter summarizes the options.

The decibel levels generated by the tow plane have been a significant concern of residents in the vicinity of the Airfield. A 4-blade, wood laminate propeller is expected to result in a marked reduction in the noise profile (test report claims 10x reduction). To assist in efforts to reduce noise impacts, staff recommends that the Commission support HRS’s efforts to secure the new propeller.

Of the options presented, staff recommends Port financial participation of 75% match of the purchase and delivery cost not to exceed \$6,000. HRS would be responsible for all installation, inspection, and certification of the new prop.

RECOMMENDATION: Authorize payment of the lesser of 75% or \$6,000 to Hood River Soaring for the purchase and delivery of a new tow plane propeller.

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HOFFMANN PROPELLER GmbH & Co.KG • K pferlingstr. 9 • 83022 Rosenheim-Germany

Firma
Hood River Soaring
1799 Markham Rd
Hood River 97031
USA

Offer 2021-030223

date 16.04.2021
customer 69787
agent Mike Bula
phone +49(0) 8031-1878-353
e-mail sales-wood@hoffmann-prop.com

please quote in all queries !

your contact partner Mike Bula
phone +49(0) 8031-1878-353
e-mail sales-wood@hoffmann-prop.com

| | | | |
|------------------|-------------------|--------------|---------------|
| shipping methode | | our VAT no. | DE131158231 |
| shipping no. | | our TIN no. | 156/163/03306 |
| incoterms | EXW ex works | foreign TIN | |
| reference | | your VAT no. | |
| your reference | Mail 14.4.21 Cory | | |

Dear Sir or Madam,
We are pleased that you rely on expertise and experience.
We are happy to make you the following offer:

| pos. | item No. | description | quantity QTY | price per unit | total sum | cc |
|------|----------|-------------|--------------|----------------|-----------|----|
|------|----------|-------------|--------------|----------------|-----------|----|

We need your aircraft registration.
(not applicable for Hovercraft, Hoverbarge, UAV, parts, Experimental)

Please note: the prices in offers (valid for 30 days) and orders are without transportation costs.
Turnaround time estimated: 10-12 weeks after confirmation

| | | | | | | |
|---|----------|---|------|----------|----------|---|
| 1 | 81000057 | HO 4/27B HM - 185 115 NEW/NEU Hoffmann 4 – blade fixed pitch propeller Aircraft: - Motor: - IDS HO Manufacture Propeller-S/N outgoing: TSN: 00:00 with: - Log book - owner's manual handcrafted by Hoffmann Propeller Country of Origin: Germany | 1 ea | 5.983,34 | 5.983,34 | 0 |
| 2 | 20020070 | Certificate EASA Form 1 SINGLE RELEASE customs value: EUR 15,00 | 1 ea | 0,00 | 0,00 | 0 |

HOFFMANN PROPELLER
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K pferlingstra e 9
83022 Rosenheim-Germany
USt-ID /VAT no
DE131158231

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info@hoffmann-prop.com
www.hoffmann-prop.com

Gesch ftsf hrung
Richard Wurm
Stephan Wurm
Guido Wolf
HR AG Tr unstein, Nr. A1809
Sitz: Rosenheim

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DE.145.0063
FAA BV5Y767M

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SWIFT (BIC) HYVE DE MM 448



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Offer 2021-030223 page 2 from 2

| pos. | item No. | description | quantity QTY | price per unit | total sum | cc |
|----------------------------|----------|---|--------------|----------------|---------------|-------------|
| 3 | 20003298 | Flat charge packing 4-blade fixed pitch prop Cardboard box | 1 ea | 0,00 | 0,00 | 0 |
| 4 | 87000026 | Wooden box new 4/185 blades fix pitch Wooden box dimensions in cm (L x W x H): net weight in kg: gross weight in kg: | 1 ea | 0,00 | 0,00 | 0 |
| | | | | | subtotal EUR | 5.983,34 cc |
| plus VAT with control code | | | 0 | 0,00 | % of 5.983,34 | 0,00 |
| | | | | | total sum EUR | 5.983,34 |

pursuant to § 4(1a) i.c.w. § 6 German VAT Act.

Our General Terms and Conditions shall apply, which can be found on our homepage
www.hoffmann-prop.com.

Please don't transfer any payment before you receive the pre-payment invoice or invoice. Please add the invoice number in your bank transfer. Thank you for your assistance.

We are pleased if this offer suits you, and ask for your written order. If you have additional questions or further requests, feel free to call us, or send us an e-mail.

Best regards,

Mike Bula

The obligation of Hoffmann Propeller GmbH & Co.KG to fulfill this agreement is subject to the provision that the fulfillment is not prevented by any impediments arising out of applicable national or international foreign trade and customs requirements or embargoes (and/or other sanctions).

payment terms:

immediately without deduction 5.983,34 EUR

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