

PORT OF HOOD RIVER COMMISSION
Tuesday, January 26, 2016
Marina Center Boardroom
5:00 p.m.

Regular Session Agenda

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30 minute limit)
 3. Consent Agenda
 - a. Approve Minutes of January 12, 2016 Regular Session (*Laurie*)
 - b. Approve Appointment of Steve Carlson to Marina Ad-hoc Committee for a Term Expiring June 30, 2016 (*Laurie*)
 - c. Approve Accounts Payable to Mid-Columbia Marine & Motor Sports in the Amount of \$9,520.00 (*Fred*)
 - d. Approve Contract with Asset Protection Partnership, Inc. for Main Entrance Door Replacement at Big 7 Building Not to Exceed \$11,260.00 (*Anne*)
 4. Reports, Presentations and Discussion Items
 - a. City of Hood River Parks Working Group – Mark Zanmiller, City Councilor
 - b. South Basin Dock Concept Plan (*Michael*)
 - c. Waterfront Parking Management (*Michael*)
 - d. Financial Review Ending December 31, 2015 (*Fred*)
 - e. Audit Preview (*Fred*)
 5. Director’s Report (*Michael*)
 6. Commissioner, Committee Reports
 - a. Marina Ad-Hoc – Shortt (January 21)
 7. Action Items
 - a. Approve Port Website Privacy and Social Media Public Policies (*Genevieve*)
 - b. Approve Marina Moorage Rules & Regulations Effective January 26, 2016 (*Laurie*)
 - c. Approve Amendment to HDR Engineering Task 4 Scope of Work for Tolling Oversight Not to Exceed \$25,000 (*Fred*)
 - d. Approve Contract with Haglund Kelley LLP for Bridge Allision Investigation (*Michael*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(h) Legal Counsel
 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.*

*Port of Hood River Commission
 Meeting Minutes of January 12, 2016 Regular Session
 Marina Center Boardroom
 5:00 P.M.*

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

Present: Commissioners Jon Davies, Fred Duckwall, Rich McBride, and Brian Shortt; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, John Mann, and Laurie Borton

Absent: Commissioner Hoby Streich

Media: None

1. CALL TO ORDER: President Brian Shortt called the meeting to order at 5:00 p.m.

a) Modifications, Additions to Agenda: An accounts payable item was added to the Consent Agenda at staff request.

2. PUBLIC COMMENT: None.

3. CONSENT AGENDA:

- Approve minutes of December 15, 2015 regular session
- Approve nomination of Hoby Streich to Urban Renewal Agency Board for a term expiring December 31, 2017
- Accept Oregon Business Development Department Brownsfield Redevelopment Grant for Lower Mill environmental remediation in the amount of \$60,000, Project Number N16005
- Approve lease amendment number 2 with Key Development and Asset Management, Inc. for Expo Building, subject to legal counsel review
- Approve contract amendment number 1 with Coles Environmental Consulting, Inc. for Lot 300 environmental services not to exceed \$680.87, subject to legal counsel review
- Approve accounts payable to Jaques Sharp Attorneys at Law in the amount of \$6,165.50 (walk-on item)

Motion: Move to approve Consent Agenda

Move: Duckwall

Second: Davies (cited potential conflict of interest as Jaques Sharp Attorneys at Law is a business client)

Vote: **Aye:** Davies, Duckwall, McBride, and Shortt

Absent: Streich

MOTION CARRIED

4. Reports, Presentations and Discussion Items:

a. New Website Beta Launch Demo – Dee Holzman, Gorge Web Design: Genevieve Scholl, Communications & Special Projects Manager, introduced Holzman, with whom she has been working with on the redesign of the Port’s website that is currently 80% complete, under budget, and ahead of schedule. As Scholl ran through a demonstration of the new site she requested feedback from the Commissioners on the navigational structure and ease of use. Scholl also acknowledged Pageworks Design for assistance in writing content for the new site that will reflect the Port’s mission and strategic business plan. Scholl will bring Privacy and Social Media policies to the January 26, 2016 meeting for approval.

b. Bridge Lift Span Repair Update: Executive Director Michael McElwee provided an update on recent activities related to the bridge damage. HDR Engineering's draft assessment of the Lift Span is now complete and under review by HDR's legal department. Services of a forensic engineer have been authorized to evaluate the condition and operation of the lift span and evaluate HDR's damage assessment. McElwee noted that it is looking less promising on identification of the vessel that struck the bridge; however, follow-up interviews are being conducted by the US Coast Guard investigator. The insurance timeline for reimbursement for the significant efforts by staff is still in question and the Port is working closely with Scott Reynier of Columbia River Insurance in those discussions with ACE, the bridge insurer. Repair to deck and span guides damage that resulted from a lift conducted by HDR in November is underway and contracts for both areas of repair have been approved. The Port continues to update the USCG on the status of the lift span, but the message remains the same—the lift span will remain closed until April 15 when immediate repairs as expected to be complete; and it is likely that the Port will be recommending that the clear height for a full lift will be reduced. McElwee also provided a draft 2-Year Bridge Work Plan for Commission review.

c. Marijuana Business Lease Policy: Anne Medenbach, Development & Property Manager, informed the Commission that she had received numerous inquiries from this emerging business. She inquired whether or not there was Commission support for this type of business on Port property. The staff recommendation was that retail locations did not make sense; however, grow and packaging operations, if well managed with a good business plan, might work. There was discussion on how well a marijuana business integrates into the community, that employee numbers are low, and that if the business deals in cash payments to the Port then deposits might be an issue with banks. There was consensus that inquiries should be directed to the private sector.

5. DIRECTOR'S REPORT: McElwee provided the following highlights: A single Commission meeting will be held in February on the 16th; extensive staff time devoted to the bridge allision will continue; the dog park that has been proposed for the Port parcel west of the Wastewater Treatment Plant has been put on hold by the City; and youth lacrosse on the Marina Green will also be on hold this year to allow the grass to recover. McElwee had anticipated that Walker/Macy would provide a follow-up to the December 15 presentation on concept plans for Lot 1; however, he now believes the plans are adequate for a subdivision application to the City. Off-site water line upgrades at the Lower Mill are under discussion with Crystal Springs Water District; and the judgment for a small claims court hearing regarding paint splatter on a vehicle was determined as 50/50 negligence, which meant the favor goes to the plaintiff. Payment will be far less than the \$2,500 damage claim.

6. COMMISSIONER, COMMITTEE REPORTS:

a. Urban Renewal: Commissioner Davies reported on the January 11 meeting. Hood River City Council President Kate McBride will now chair the URA Board and Davies will serve as Vice Chair. The Agency voted to approve the Purchase and Sale Agreement for the shoreline parcel at the Naito development at Nichols Basin; however, the corporation will not receive payment for five years.

7. ACTION ITEMS:

a. Approve Property and Liability Insurance Policy with SDAO in the Amount of \$73,745: Fred Kowell, Chief Financial Officer, noted the 2016 insurance premium from Special Districts Insurance Services (SDIS) is a 6.5% increase over 2015 and largely attributable to an increase in the fleet value as well as the increase in property values to insure against. Kowell commented that over multiple years, the premium is

in line. Scott Reynier of Columbia River Insurance, the Port’s agent for the Special District Association of Oregon (SDAO) insurance, was available for questions.

- Motion:** Move to approve the annual SDAO property and liability insurance policy and authorize payment of insurance premium in the amount of \$73,745
- Move:** Duckwall
- Second:** McBride
- Vote:** **Aye:** Duckwall, McBride, and Shortt
Abstain: Davies, citing a direct conflict of interest as a partner of Columbia River Insurance
Absent: Streich

MOTION CARRIED

b. Authorize Bridge Insurance Policy with Durham & Bates in the amount of \$235,123: The bridge insurance renewal, underwritten by ACE USA and brokered by Durham & Bates, is still in the process of being bound. Kowell said at this point the premium is known to be \$235,123, which is a 4.7% increase from last year. There are three exceptions to prior terms: the renewal policy has a new deductible limit of \$1 million with regard to the lift span and is attributed to the continued assessment of the lift span and necessary capital improvements needed to keep it functioning into the future; the renewal is for one year versus two years as in the past and Durham & Bates will assess the cost of adding another year of business interruption; and the property damage limit of \$111,251,312 saw an increase of close to \$470,000 which is related directly to the inflationary cost of time. McElwee noted that ACE is among a small number of insurers providing bridge coverage. Interactions with ACE regarding the allision and the timeframe they will consider reimbursing the Port for expenses is still unresolved. Reynier commented that once the claim resolution is identified an alternative insurer could be considered; he did say, however, that ACE has acknowledged how quick the Port responds when information is requested.

- Motion:** Move to authorize bridge insurance policy with Durham and Bates in the amount of \$235,123 and authorize staff to seek another year of business interruption under the policy
- Move:** McBride
- Second:** Duckwall
- Vote:** **Aye:** Duckwall, McBride, and Shortt
Abstain: Davies, citing a direct conflict of interest as a partner of Columbia River Insurance
Absent: Streich

MOTION CARRIED

c. Approve Termination of Lease with Real Carbon at the Halyard Building and Approve Lease at the Big 7 Building: Medenbach noted the Real Carbon and pFriem Brewing discussion under Action Item d. were related and requested both be pulled from the Agenda and that potential action may result from Executive Session discussion.

d. Approve Lease Amendment No. 2 with pFriem Brewing Company at Halyard Building: Discussion was deferred to Executive Session.

e. Approve Updated Strategic Business Plan Key Projects List: During discussion it was noted that changes were warranted on some project priority/status categories. This item will be brought back to the January 26 Commission meeting.

f. Approve Payment to Matt Cockrell for Attorney Fees Associated with Airport DEQ Action in the Amount of \$5,651.77: A state-of-the-art drain field system was installed to accommodate spray operations at an airport hangar in the 1980s. In 2009 the drain field site was identified by the State as a candidate for remediation, and a lengthy environmental investigation was then conducted by the Port under the direction and approval of the state’s Department of Environmental Quality. Research determined that prior insurance policies remained in effect and could be utilized for reimbursement of the site investigation and remediation costs. Mr. Cockrell represented the Port on a contingency basis in resolving the claim with four separate insurance companies. The environmental matter is now fully resolved (a “No Further Action” determination) and this invoice represents the final payment to Cockrell. Jerry Jaques was acknowledged by McElwee for his long work on this issue.

- Motion:** Move to approve payment to Matt Cockrell for attorney fees associated with airport insurance claim in an amount not to exceed \$5,651.77
- Move:** Davies
- Second:** McBride
- Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt
Absent: Streich

MOTION CARRIED

8. COMMISSION CALL: McBride inquired about marketing signage at the Lower Mill site. Davies said a ribbon cutting for the shoreline property at Nichols Basin acquired from Naito Development was scheduled for January 26 at noon. Shortt requested that McElwee contact Port of The Dalles Executive Director Andrea Klaas to coordinate a joint meeting of the two Commissions.

9. EXECUTIVE SESSION: The Commission was called into Executive Session at 7:03 p.m. under ORS 192.660(2)(e) Real Estate and ORS 192.660(2)(h) Legal Counsel. The Commission was called back into Regular Session at 7:56 p.m. The following action was taken as a result of Executive Session.

- Motion:** Move to approve termination of lease with Real Carbon, Inc. for Suite 104 of the Halyard Building, subject to legal counsel review; and approve lease with Real Carbon, Inc. for Suite 101 at the Big 7 Building, subject to legal counsel review
- Move:** Duckwall
- Second:** Davies
- Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt
Absent: Streich

MOTION CARRIED

- Motion:** Move to approve lease amendment number 2 with pFriem Brewing Company for Suite 104 at the Halyard Building for a lease rate of \$0.94/sf, subject to legal counsel review
- Move:** Davies
- Second:** McBride
- Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt
Absent: Streich

MOTION CARRIED

10. ADJOURN: At 7:59 p.m. President Shortt entertained a motion to adjourn the meeting.

Motion: Move to adjourn

Move: Davies

Second: McBride

Vote: Aye: Davies, Duckwall, McBride, and Shortt

Absent: Streich

MOTION CARRIED

Respectfully submitted,

Laurie Borton

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission

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Commission Memo



Prepared by: Laurie Borton
Date: January 26, 2016
Re: Marina Ad-hoc Committee Appointment – Steve Carlson

The Marina Ad-hoc Committee, established in July 2012, assists staff and Commissioners in decisions of policy changes and potential facility upgrades. An ad-hoc committee typically has a limited assignment not to exceed two years; however, this Committee's assignment was reauthorized for another two-year term (through June 30, 2016) at the August 5, 2014 Commission meeting.

An original Committee member representing "power boat" interests (Tammy Lakey) stepped down from the Committee in November 2015. Moorage tenants were notified in early December about the Committee vacancy and two applications were received -- Vince Ackerman and Steve Carlson. Ackerman, however, does not reside within the Port District and was notified that he was ineligible.

Staff recommends the appointment of Steve Carlson to fill the "power boat" vacancy on the Marina Ad-hoc Committee. Carlson regularly attends meetings as a guest and his continued participation as a member would provide continued continuity as the Committee moves forward in discussions regarding a conceptual user's plan for the Marina properties.

RECOMMENDATION: Approve appointment of Steve Carlson to the Marina Ad-hoc Committee representing "power boat" interests for a term expiring June 30, 2016.

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PORT OF HOOD RIVER AD-HOC COMMITTEE APPLICATION



Please print - use back if needed

Application Date: 12/02/15 **Date Appointed:** _____

COMMITTEE

(Please check one)

Marina Ad-hoc Power Boat Sail Boat Boathouse HRYC

Name: Steve Carlson

Address: P.O. Box 254

Email: hroregon@gmail.com

Home Phone: _____ Work Phone: 541-490-4663 Fax: _____

Employer: Self Occupation: Real Estate Inspector

Government committees/commissions/boards on which you have served: Board of Directors, Oregon Association of Home Inspectors, Hood River Parks and Rec Waterfront Park Advisory Committee.

Civic/service organizations in which you have participated: Founder, Annual Grominator skateboard contest, Hood River. Chamber of Commerce, Ongoing participant in Marina Ad-Hoc proceedings.

Special interests: Passionate about Hood Rivers unique interface with the Columbia River and the potential it offers our community,

Briefly describe why you are interested in this appointment: Active user of multiple Port of Hood River Facilities, Interested in the evolution of our community facilities (particularly on the waterfront).

Special skills/experience you would bring to this committee: Lifetime watersports enthusiast / boater, experienced in waterfront / marina systems maintenance, creative problem solver.

Explain any special scheduling needs: _____

RETURN APPLICATION TO: Port of Hood River, 1000 E. Port Marina Drive
Hood River, Oregon 97031
Tel: (541) 386-1645 Fax: (541) 386-1395
Email: porthr@gorge.net
Website: www.portofhoodriver.com

NOTE: Members must be residents of the Port District at all times during their service on a committee.

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Commission Memo



Prepared by: Fred Kowell
Date: January 26, 2016
Re: Accounts Payable Requiring Commission Approval

Mid Columbia Marina & Motorsports	\$9,523.00
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2013 G-3 Flat Pram boat, Yamaha motor and trailer

TOTAL ACCOUNTS PAYABLE TO APPROVE	<u>\$9,523.00</u>
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Mid-Columbia Marine & Motorsports

3335 W. CASCADE AVE.
HOOD RIVER, OR 97031

PHONE: 541-386-2477
FAX: 541-386-7313

Purchaser's Name PORT OF HOOD RIVER /
 Address 1000 FORT MARINA PARK
 City HOOD RIVER State OR Zip 97031
 Res. Phone 541-399-9214 Bus. Phone _____
 Date 11/10/2015 Invoice # 1003453

WARRANTY / GARANTÉE
 Should mechanical work be required on this vehicle within 30 days from date of purchase, we shall proceed on buyer's orders in our shop and supply parts and labor on a 50/50 basis (buyer pays only half of national published prices on parts and labor). No Guarantee On Model or Mileage.
 USED VEHICLE
 USED VEHICLE
 This Vehicle sold "AS-IS". No warranty or verbal agreement / representation will be binding

DEPOSIT RECEIPT PAID IN FULL DELIVERED

ALL DEPOSITS NON-REFUNDABLE, EXCEPT AS NOTED

TO BE DELIVERED BY/
WILL HOLD UNIT(S) THROUGH

STOCK NO.	NEW/USED	TYPE	YEAR	MAKE	MODEL	VIN. NO. OR PRIMARY I.D.	SALE PRICE
99521	X3		2011	G-3	1800V8#	6EN99521B213	\$4,389.00
1040496	X3		2011	YAMAHA	F20LMDA	6AKR-1-1040496	\$3,300.00
019961	X3		2011	EZ LOADER	19E2S 14-17 210	1ZLJAAK07FAU19961	\$1,723.00

PREP. & FREIGHT	\$115.00
MFG.'S EXTENDED WARRANTY	\$0.00
FINANCE INSURANCE	\$0.00
ACCESSORIES TOTAL	\$0.00
SERVICE / INSTALLATION	\$0.00
LICENSE & TITLE	\$0.00
DOCUMENTARY	\$0.00
WASHINGTON DMV	\$0.00


TOTAL ACCESSORIES, PREP & PROTECTION PLANS \$115.00
 TOTAL SALE \$9,523.00

ALLOWANCE FOR TRADE-IN AS APPRAISED \$0.00
 LESS BALANCE OWING TO _____
 FINANCED BY _____ NET EQUITY \$0.00
 AMT FINANCED _____ TRADE-IN CREDIT \$0.00
 CHECK # _____ BALANCE \$9,523.00
 CHECK AMT. _____ FUNDS VERIFIED: YES NO TAX \$0.00
 CREDIT CARD _____ AMOUNT _____
 CASH _____

DESCRIPTION OF TRADE-IN
 YEAR _____ MAKE _____ MODEL _____
 VIN NO _____ LICENSE NO. _____
 MAINTENANCE / WARRANTY PLAN YES NO
 EXPIRATION DATE: ____/____/____
 SUB TOTAL \$9,523.00
 DOWN PAYMENT / CASH DEPOSIT \$0.00
 AMT. FINANCED / CASH BALANCE DUE ON DELIVERY \$0.00

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read the matter printed on the back hereof and agree to it as a part of the order the same as if it were printed above my signature. I certify that I am 18 years of age or older, and hereby acknowledge receipt of a copy of this order.


 SALESMAN _____ FINANCE _____

SIGNED: 1450 PURCHASER

APPROVED: _____
 THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

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Commission Memo



Prepared by: Anne Medenbach
Date: January 26, 2016
Re: Asset Protection Partnership, Ltd. - Big 7 Door

The main door at the Big 7 Building is failing. It is an old door and its headers are sagging. This has caused the door to bend and bow. Port crews have done a fantastic job over the years adjusting the door but at this point, it can no longer be adjusted. It doesn't close, is heavy on one side and the electromagnetic door locks we installed don't work because of these issues.

Asset Protection Partnership, Ltd. is the company the Port contracted with to do the re-key of our buildings. They will remove the existing door; install new headers; install a new door and re-install the existing electromagnetic locks. This will ensure a secure building and allow us to use our card reader system.

This item was budgeted in our CIP and includes permits and low voltage work.

RECOMMENDATION: Approve Contract with Asset Protection Partnership, Ltd. for replacement of the Big 7 Building main entrance door not to exceed \$11,260.

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Intermediate Procurement Contract

1. This Contract is entered into between the Port of **Hood River ("Port") and Asset Protection Partnership, Ltd.** ("Contractor"). Contractor agrees to perform work and provide materials in accordance with the provisions of Exhibits A, B and C, attached hereto to Port's satisfaction, for a total cost of **\$11,260**.
2. This Contract shall be in effect **when signed by both parties** through **March 1, 2016**. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract, except to the extent the Port is negligent and responsible to pay damages. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Contractor: Asset Protection Partnership, Port of Hood River Ltd.

Signed: _____

Signed: _____

Title: _____
1812 16th Ave, PO Box 349
Forest Grove, OR 97116
(503) 359-4344/pkistner@appltd.com

Michael McElwee, Executive Director
1000 E. Port Marina Drive, Hood River, OR 97031
(541) 386-1645/ porthr@gorge.net

**Maintenance Services Contract
Exhibit A**

I. SCOPE OF WORK:**II.****Location**

616 Industrial Way- "Big 7"

Contractor shall provide installation of door opening, frame and new door to the main entrance of the "Big 7" building for the price stated in Contractor's Quote dated 1/14/2016 attached hereto as Exhibit C and in adherence to the specifications provided as Exhibit D.

Included in this contract are the following items:

1. Permitting through the City of Hood River
2. Removal of existing access control, automatic door closer, door and relights
3. Preparation of opening for new door system including adjusting rough opening if needed.
4. Inspect rough opening for flaws and repair as needed
5. Install new doors and re-lights, reinstall access control and automatic door controller.
6. Repair dry wall and paint where needed.
7. Verify proper function
8. Low voltage work
9. Disposal of existing door
10. Hardware
11. All labor

III. DELIVERABLES AND TIMEFRAME:

Contractor shall provide rekeying of the locations in Exhibit C, and as stated in Scope of Work above, to be completed to Port's satisfaction by March 1, 2016. Any changes to the work or price must be approved by the Port in advance in writing. After completion of all Contractor's work Contractor warrants that all equipment installed shall be in good working order when installed and for one year thereafter or until February 29, 2017, whichever date is later. Contractor agrees to promptly correct any work deficiencies or replace defective equipment when requested by the Port at no cost to the Port within Contractor's one year warranty period.

IV. CONSIDERATION:

This contract is a one-time contract for building improvements consisting of locks, keys, lock system, documentation and services, for a total contract price of \$11,260.00

Any additional work that is not covered in the contract must be approved by the Port in advance in writing, in which case Contractor will be paid Contractor's standard rates for work and materials provided that new cores requested by the Port will cost \$37.50 per core including installation, and Keys will cost \$5.53 each and mailed to the Port of Hood River free of charge.

V. BILLING AND PAYMENT PROCEDURE:

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

- Invoice date
- Building name/s
- Billing rate applied
- Total hours worked

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

**Maintenance Services Contract
Exhibit B**

INSURANCE

Contractors, please send this to your insurance agent immediately.

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

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

Required and attached OR Contractor is exempt

Certified by Contractor: _____
Signature/Title

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

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

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

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

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Commission Memo



Prepared by: Liz Whitmore
Date: January 26, 2016
Re: Parks Working Group Presentation

Mark Zanmiller, Hood River City Councilor will be presenting an overview of the Parks Working Group. The goal of the committee is to inventory park and open space areas, document future development roadmaps within the urban growth area, develop a needs assessment for future parks, and recommend a long term development outline. Please see attached summary document. Mr. Zanmiller is seeking a Port representative to participate on the committee.

RECOMMENDATION: Discussion.

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City of Hood River

Parks Working Group – Summary and Invitation

Introduction – Jan 14, 2016

Introduction:

With current dramatic growth and recent completion of the Buildable Lands Inventory and housing Strategies plan, it is important to have clear definition of the needs for Trails (and greenways), Open Space, and Parks (TOP) to advise development and planning efforts moving forward. Further impetus is the TGM grant effort which will help guide a development plan for the Cascade business district – and where a Parks/Connectivity needs assessment input should be a valuable assist to that process.

In recognition of these, the City Council has approved formation of a small Parks Working Group to document and advise, with minimal impact on City staff time, on TOP needs for the City. This group is now being formed and we would invite you to participate in the completion of our project goals.

Goals for Effort

1. Reach out to all of the local government owner/operators of TOP facilities (see Additional Background below) to invite participation in this process and request input related to their goals for TOP facilities. **CURRENT EFFORT**
2. Complete an inventory of current Parks, Open space, and Greenways within the city UG boundary. Include areas of exceptional value / trees / environment. Includes assessment of how existing facilities evolved and how they are working for the community.
3. Research and summarize current best practices for community needs with respect to TOP
4. Define, in a top level schematic fashion, the needs for new TOP facilities in the UGA.
5. Outline funding options applicable for acquisition, development, and maintenance of new TOP facilities.
6. Outline cooperative framework and tools for the City and Parks to prioritize and acquire needed TOP land moving forward. SDC spending, planning tools, etc.
7. Documentation of the needs summary in a format that can be adopted by the City and Parks and Rec, and used as a guideline for all organizations with TOP responsibilities.

Resources/Information Requested from Entities

The Parks Working Group efforts will be requesting source materials from all of the TOP facility entities to facilitate the research and documentation tasks. We ask that you help us by participating in the Working Group activities and helping us collect materials that are unique to your organization:

- Participation in the committee work. If interested, please identify people that would like to be participants.
- Current facility inventory inputs including maps, issues, goals, maintenance costs, concerns.
- Future facility plans and roadmaps. Any capital and O&M expense estimates.
- Notional goals – future project thoughts and dreams that may not be reflected in existing roadmaps.
- Best practices and needs assessment inputs – materials that may be known and used by entity to help plan current and future facility implementations.

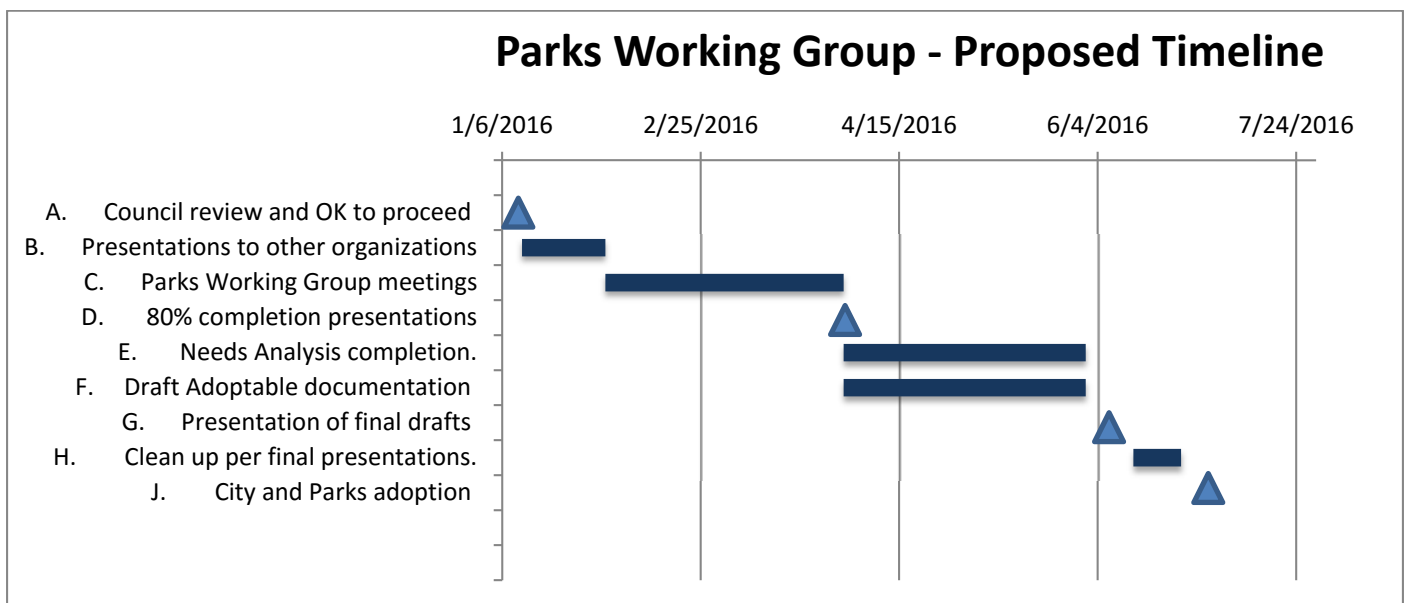
Organization of Committee

The Parks Working Group will be formed to work on the goals outlined above. A group of seven to nine members will be convened to work towards the above goals. Tentatively, the makeup of the committee will be:

- City: Council. 2 positions - Mark Zanmiller and Susan Johnson.
- Parks and Recreation District
- Port of Hood River
- Residents committee
- HR County (optional – or input will be solicited in focused meeting(s))
- HR School District (optional – or input will be solicited in focused meeting(s))
- HR Library District (optional – or input will be solicited in focused meeting(s))
- At large appointees as applicable and interested.

Steps

- A. Council review and OK to proceed / updates. Jan 11. COMPLETE
- B. Presentations to other organizations – information, feedback and Parks Working Group appointments.
- C. Parks Working Group meetings, as needed to achieve the above goals. Work on draft document(s) to support end goals.
- D. Review at 80% completion point – present progress to participant organizations and make sure that we are on the right track.
- E. Needs Analysis completion.
- F. Draft documentation in language that can be adopted by City and Parks.
- G. Presentation of final drafts and adoptable document language.
- H. Clean up per final presentations.
- I. City and Parks adoption of needs assessments.



Additional Background

Within the UGB, there are multiple organizations that own, maintain and develop TOP facilities:

- City of Hood River
- Hood River Valley Parks and Recreation District
- Port of Hood River
- Hood River County Library District
- Hood River County School District
- Hood River County

Parks and Recreation has defined needs from a District perspective in two Master Plans – one adopted in 1998 and the other in 2012. Both are available to advise and provide starter information to this effort.

Surveys of the public related to TOP needs have been done by the City, Parks, Residents committee, etc. These survey results will be collected and included in the process.

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Commission Memo

Prepared by: Michael McElwee
Date: January 26, 2016
Re: South Basin Dock Concept Plan



The Marina Assessment prepared in May 2015 noted the growth of rowing, dinghy and youth sailing in the Marina and pointed out the opportunities these uses represented for the Port. The report specifically noted the growing demand for use of the South Basin Dock ("South Dock") and recommended that this facility be considered to accommodate greater use in the near term.

For the past several months, staff has met with members of the Marina Ad-hoc Committee to discuss the current uses of the South Dock and ways to accommodate new demands. The goal was to identify a plan to guide current operations and potential facility improvements in the future. The attached draft plan was prepared by Committee member Jamie Mack and represents one option for programming the South Dock.

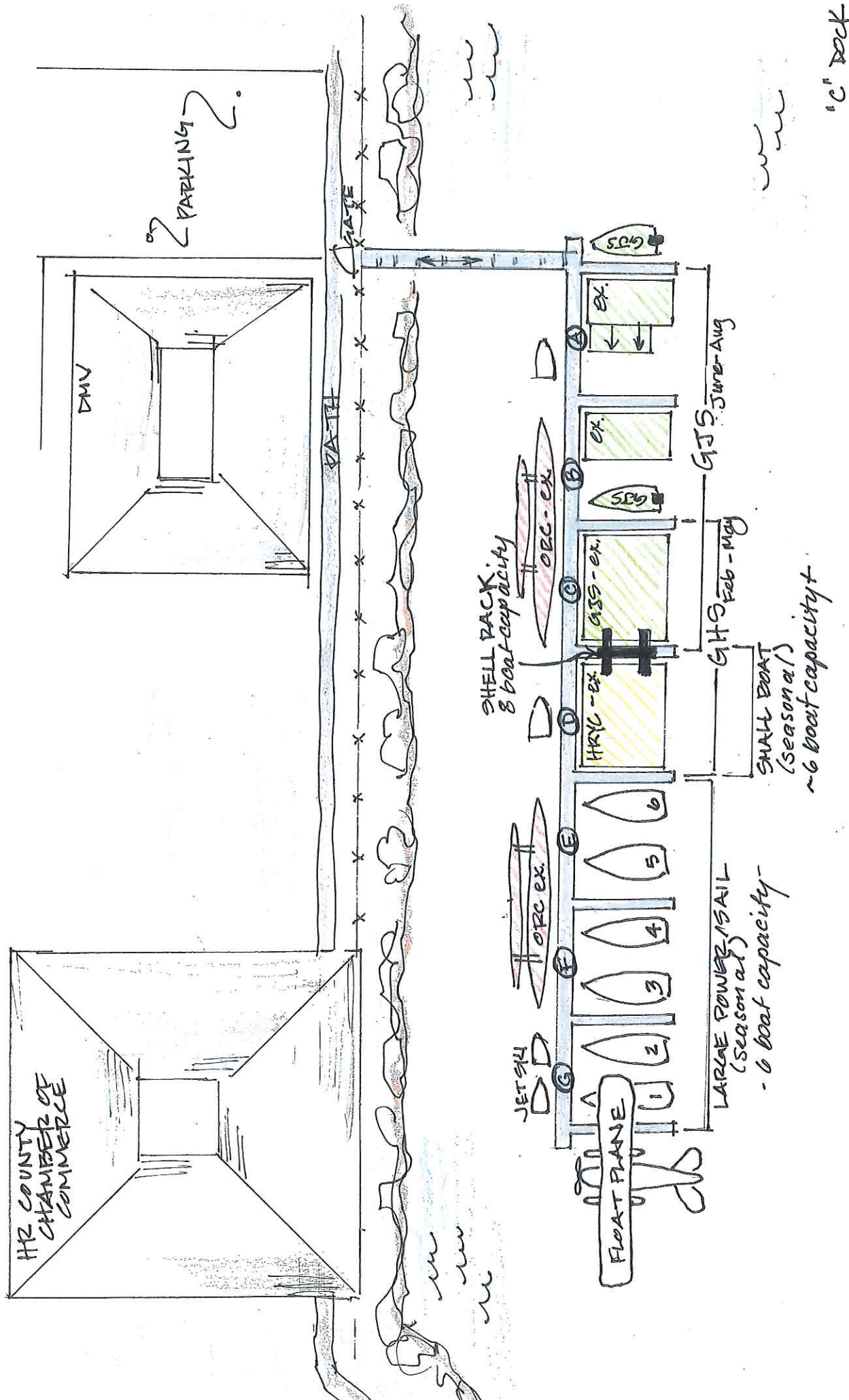
Key Issues:

1. **Sea Planes**—the draft plan shows only one float plane berth— this could be considered for elimination in the future as it is increasingly difficult to accommodate even one float plane, particularly during the summer months.
2. **Seasonal Power/Sail Vessels vs. Year-round Dinghy Storage**—the draft plan shows six slips for seasonal moorage. For two years these slips have been leased from June through September to power/sail boats to meet seasonal demand and this could continue. However, the Hood River Yacht Club ("HRYC") sees a growing demand for water-accessible dinghy storage and seeks to master lease some of all of these slips for dinghies. The HRYC has offered to master lease some of all of these slips for year-around dinghy use—see attached proposal.
3. **Flexible Use Movable Floats**— the draft plan shows two large floats in the central portion of the South Dock. This location would accommodate a variety a uses depending on the season-- spring high school sail boats, summer dinghies and year-round shell racks. Such use would require an investment in modular, movable dock floats similar to the example attached. Such floats may represent a relatively inexpensive way to get the most use out of a re-programmed South Dock. The HRYC has expressed interest in master leasing this area as well.
4. **Youth Sailing**-- The westerly end of the dock has been committed to Gorge Junior Sailing ("GJS") for several years. The GJS program is growing and now accommodates adult sailing and Community Sail Nights. The Marina represents an ideal location for junior sailing and it can be emphasized to create a specific niche for this Marina. there is

widespread support for the GJS program. Over time, stouter and more functional docks to replace the existing wood floats would be an asset to this activity.

5. **Outriggers**—the non-profit outrigger canoe club continues to grow and the South Dock is heavily used by paddlers through much of the year. The Plan shows the continued accommodation of outriggers on the south side of the dock.
6. **Jet Skis**—Kite schools are required to have jet skis for on-water rescue and the South Dock would continue to accommodate this use.

RECOMMENDATION: Discussion.



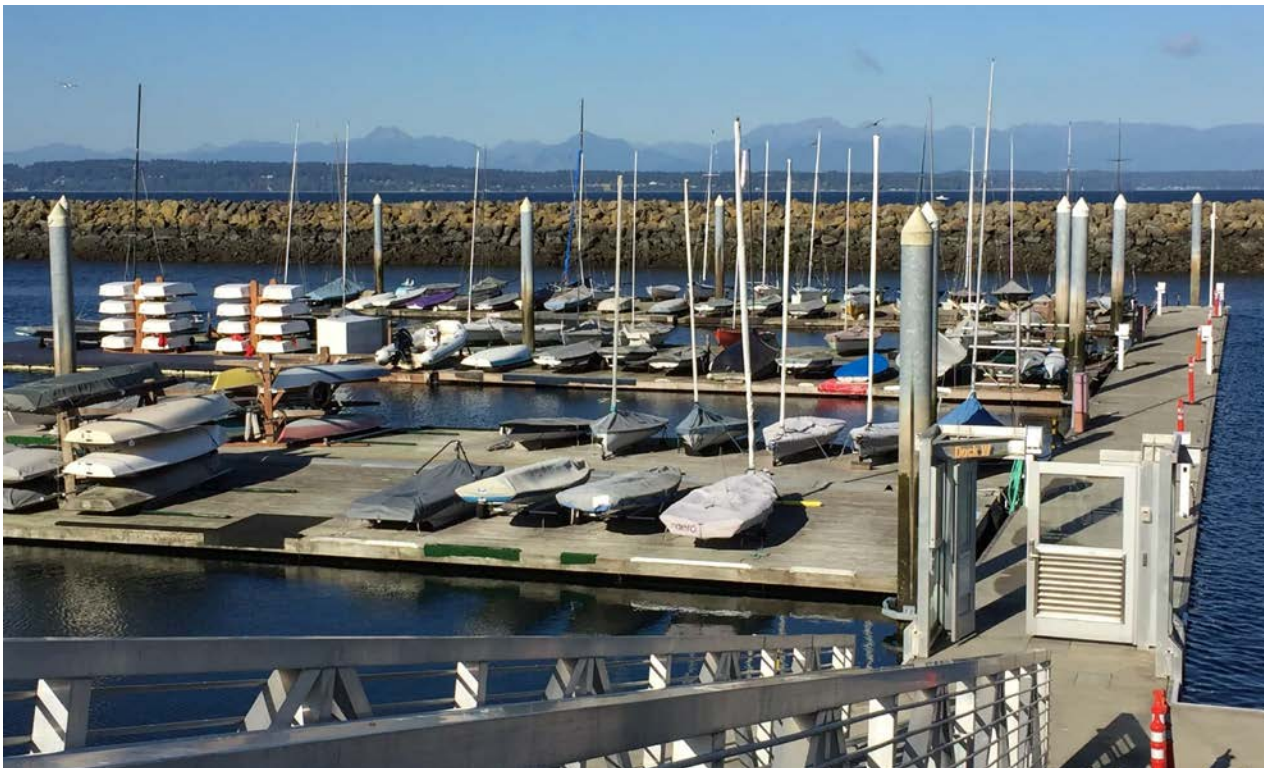
ALTERNATIVE 2a.

N.T.S. 

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Sailing on Shilshole Bay

Much of the Aero racing in Seattle takes place on Shilshole Bay, just offshore from the North end of the Shilshole Bay Marina and there is boat storage for your Aero available at the marina. At the far North end of the marina is "W Dock" (commonly called the "dinghy dock") where there is dock space available for storing your boat. Boats are stored on the dock, not in the water, and are launched off the dock each time they are sailed. There are "mast up" spots where the boat is stored upright (usually on a dolly with the wheels removed), and there are also racks where boats are stored upside down and you flip the boat right-side up at launch time. As of 2015, dock spots are between \$550 and \$700 a year, and rack space quite a bit less. There can be a wait list for spots at Shilshole, it is a good idea to start looking for a spot sooner than you'll need it.



The dinghy dock storage is managed by two different groups, the contacts are: [Seattle Yacht Club](#) and the Seattle International 14 fleet [Bob Rinker](#). Another excellent location for storing and sailing your Aero is [Sand Sand Point](#), a community boating center on Lake Washington. Located in Seattle's Magnuson Park, Sail Sand Point offers storage for small

boats in a paved, fenced yard and has several hand-launch ramps perfectly suited for Aero use. (The hand-launch ramps can be used regardless of whether you rent storage space there.) There may be a waiting list for a storage spot at either location.

From: On Behalf Of Lars Bergstrom
Sent: Wednesday, November 04, 2015 12:30 PM
To: Michael McElwee; Brian Douglass; LanceStaughton
Cc: Ted Lohr; Julio Paredes; Tyler Bech; erik hauge; Erica Mitchell; Lars Bergstrom
Subject: Short Term Marina Proposal from HRYC Board of Directors

Dear Port Director McElwee,

Thank you so much for the invitation to partake more actively in the marina planning process. We have taken your invitation seriously and are looking forward to seeing real progress. The Hood River Yacht Club board of directors has met twice with the Small Craft Advisory Group since the last Ad Hoc Committee meeting. Below you will find HRYC's proposal for the very near term (2015/2016). Our hope is to have a long term proposal (2017 and onward) from the larger group complete with drawings and a time line prepared for you before the next Ad Hoc Committee meeting. Thank you so much for your support.

As part of near term marina planning, Hood River Yacht Club would like to propose a shift in management of the South Basin Dock:

We propose a shift in day-to-day management of the North side of South Basin Dock from the Port to the Yacht Club (HRYC). Just as has been done in the past with the dry storage area and the shell dock, this would reduce the amount of daily busy-work for Port staff with no decrease in income to the Port. In fact, two of the goals of the proposed shift are specifically to decrease costs and decrease work-load for Port staff while simultaneously increasing both revenue and stability of that revenue.

1. Hood River Outrigger Canoe Club has indicated that they would prefer to continue to lease the West 140' of the South side of the South Basin Dock directly from the Port of Hood River.
2. Andy and Jaime Mack of Gorge Junior Sailing would like to continue to use the western-most four slips of the North side of the South Basin Dock. GJS have indicated that they would prefer to continue their agreement directly with the Port of Hood River.
3. The Hood River Yacht Club proposes to rent the remaining north side of the South Basin Dock from the Port of Hood River beginning as soon as possible. The proposed term of HRYC's lease would be 2 years, plus a 2 year renewal option, with a 3% CPI cap for each year.

A. We propose the monthly rental fee for HRYC be 1/12 of the Port's 2015 income from the North side of the South Basin Dock, less those fees originating from GJS's Western slips on the north side of the dock, plus 3%. This 2015 to 2016 increase would be in line with the increase proposed for slips throughout the Marina and would result in a net 3% increase in income from the dock to the Port.

B. We propose that HRYC manage the non-HROCC and non-GJS space on the north side of the South Basin Dock in exactly the same manner as they have the

dry storage area and the shell dock in the past. HRYC would continue to lease the slips to a blend of past boaters (ski boats, seaplanes, fishing boats, PWCs, and small keel boats) as well as dinghies, OC-1 and OC-2 canoes, kayaks and canoes with no HRYC membership required. The priority list for the South Basin Dock would look something like this:

- i. 2015 tenants of the South Basin Dock who wish to remain
- ii. Owners of dinghies, shells, sup's, OC-1 and OC-2 canoes, kayaks and canoes currently on the Yacht_Club's waiting list for dry storage, shell rack storage, or floating storage.
- iii. 2016 lottery offering to public and HRYC members.

Thank you for considering our proposal. The members of the Hood River Yacht Club look forward to not only having a seat at the table for discussions regarding Marina planning but to being useful members of the community when it comes to the actual heavy lifting of planning, design, installing and managing the amenities that we use. The group is made up of many people with deep backgrounds in each of these fields and we look forward to making use of their expertise.

Best regards,

Brian Douglass
Commodore
Hood River Yacht Club

Lance Staughton
Port Liason
Hood River Yacht Club

Commission Memo

Prepared by: Michael McElwee
Date: January 26, 2016
Re: Waterfront Parking Plan



At the August, 2015 regular meeting, the Commission discussed an evaluation of waterfront parking issues and recommendations by consultant Rick Williams.

Based on that assessment and multiple discussions with City of Hood River staff and others, staff has prepared the attached Draft Waterfront Parking Plan for Commission consideration. Significant additional work would need to be carried out before implementation of any parking plan is possible. However, at this point it is important to obtain Commission input and direction before further steps are taken.

RECOMMENDATION: Discussion.

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Port of Hood River Waterfront Parking Management Plan

January 26, 2016

DISCUSSION DRAFT



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I. BACKGROUND

The popularity of the Hood River Waterfront continues to increase. The public's use of waterfront trails and recreation sites is growing both in the summer months and throughout the year. New development in the next few years is expected to further increase use by visitors and employees. The growing popularity of the Waterfront increases demands on the waterfront's limited parking resources. The Port Commission identified the need for the Port to anticipate existing and future parking issues and to prepare a plan to efficiently and effectively manage the waterfront parking supply.

Port staff worked closely with parking consultant Rick Williams in summer 2015 to document the existing supply of parking spaces, evaluate the dynamics of waterfront parking and then to identify various approaches for Port consideration. Because the City controls a significant number of on-street spaces, Port staff discussed various parking approaches with City staff, particularly issues associated with parking meters and enforcement of parking regulations. In fall 2015, the Hood River City Council decided that the major streets on the Waterfront would have parking meters and be subject to parking stay limits. As a result, City and Port staff has engaged in further coordinated efforts to prepare a coordinated parking management plan.

This document represents the portion of a potential waterfront parking plan management plan that is focused primarily on Port properties. It has been prepared by Port staff for review and discussion by the Port Commission.

II. GOALS

The primary goals for management of the Port's waterfront parking resources are to:

- A. Ensure that limited parking resources are managed to benefit all stakeholders
- B. Get the "right user to the right spot"
- C. Encourage turnover at specific locations to increase availability
- D. Maintain financial self-sufficiency
- E. Provide new resources for road and recreational area maintenance

III. KEY CONSIDERATIONS

The following are the key factors considered in preparation of a recommended parking plan:

A. Parking Type

Existing parking is generally comprised of four distinct parking types:

- On-street spaces within the public right-of-way under city control, no fee or time limit
- On-street parking spaces under Port control with seasonal time limits
- Off-street parking owned by the Port with a fee during summer months

- Off-street parking lots serving private uses.

B. Existing Inventory-- During the summer of 2015, Port staff conducted a detailed count of most parking spaces within the high use portions of the Waterfront. Counts are as follows:

<i>1. Port of Hood River</i>		
• 1 st Street: 48		
• Portway between 1 st and 2 nd : 28		
• Jenson Lot: 70 spaces designated for recreation		
• Jenson Lot: 54 stalls employee		
• Event Site: 188 stalls		
• Marina Boat Launch: 83 stalls (55 trailer/28 vehicle)		471
<i>2. City of Hood River:</i>		
• 2 nd Street:		
• Portway, between 2 nd St. and 8 th St.		226
<i>3. Private Ownership:</i>		
• Solstice Building Lot: 152		
• Dakine Building Lot: 58		
• Halyard Building Lot: 43		253
		TOTAL: 950

C. Enforcement-- A parking plan will be successful if there is adequate enforcement. The Port is not adequately equipped to carry out enforcement responsibilities at this time. The City can carry out enforcement for the Port but they do not currently have adequate staff capacity and a new enforcement officer would need to be hired. The City is willing hire a new officer so long as it is a full time position and the Port helps fund it.

D. Seasonality-- As is widely recognized, parking demand on the Waterfront is highly seasonal. Even though overall use is increasing, and extending more into the shoulder seasons, the cost for implementation and operations would need to be covered primarily by about 3 months of high intensity use.

E. Cost-- Initiation of a parking plan will require capital investment in pay stations and budget for staff training in pay station maintenance, administration and enforcement. These costs would need to be fully borne by the parking revenue and a portion of associated fines.

F. Community Acceptance-- Except for the Event Site, charging for waterfront parking will be new in areas that have previously been free. It will likely take some time for community

acceptance of fee-based parking stations. This can be mitigated by careful consideration of how long into the shoulder seasons payment will be required.

G. Hours of Operation

The hours during the day that parking payment will be required is a function of user demand and hours devoted to the waterfront by the enforcement officer.

H. Implementation Schedule

Funds for the capital cost of pay station are not in the FY 16 budget for either the Port of City. Assuming purchase and installation of pay stations could not occur until after July 1, it would be difficult to implement any parking plan before fall 2016.

IV. PARKING PLAN

There are seven key areas of a parking management plan. Following is a summary and staff recommendations for each area:

A. Subarea Management

The Port manages many areas of the waterfront each with different issues and dynamics. Staff has worked with consultant Rick Williams and City staff to identify an appropriate parking management approach for each site. The following describes the specific approach that would be used in each subarea. (Note: Numbers refer to **Attachment 'A': "Waterfront Parking Areas Map"**)

1. Nichols Basin Boat Dock

There are a limited number of parking spaces near the seawall. The Port maintains a lease agreement with a kayak/SUP company and adequate parking is needed for this business to be successful. It is also a location for easier access to the Nichols Basin for SUP users, especially those that are less physically able to walk longer distances.



Staff Recommendations:

- Assign five spaces to Gorge Paddling Center.
- Sign and mark two spaces for handicapped parking—no time limit.
- Assign four spaces for general public use. Pass required w/two hour time limit.

2. N. 1st Street

This area has been used primarily by water sport recreationalists who wish to avoid paying in the Event Site lot and, to a lesser extent, walkers and temporary visitors. Due to the loss of lower-level parking after construction of the Nichols Basin Trail, SUP and other Nichols Basin light watercraft recreationalists is expected to put more pressure on these parking areas. Higher turnover should be encouraged on N. 1st Street.



Staff Recommendations:

- Install two stations, one each at the north and south ends
- Payment Required 10:00 a.m. to 6:00 p.m.
- North end allow 2-hour maximum stay
- South end allow stays of 0-8 hours, up to a maximum daily rate

3. Event Site

The Event Site is the epicenter of active water sports in the Waterfront and is intensely used for most of the summer. Currently free parking on Portway Ave to the south has allowed some users to avoid paying when using Event Site facilities. The Event Site is currently staffed and payment is required from Memorial Day to Labor Day. The Event Site parking area is full on average 8 times per summer season.



Staff Recommendations:

- Continue to staff the Event Site Booth and collect parking fees. Pre-season and season passes would still be purchased at the Port office or booth
- Install one pay station near the booth. Require payment in May and September.
- If Event Site lot is full, season pass holders could park on Port-owned streets. This would be so designated on season pass.

4. Portway Ave. East (1st St. to 8th St.)

This area is used primarily by Event Site users who wish to avoid paying in the Event Site lot and, to a lesser extent, short term spectators, walkers and patrons of the Cruise Dock restaurants.



Staff Recommendations:

- Install one station, centrally located
- Payment required 10:00 a.m. to 6:00 p.m.

- For easterly eight spaces maximum stay set at 2-hours
- Remaining spaces allow stays of up to 8 hours

5./6. Jensen Building Recreation Parking Area:

The Jensen Building west lot is used both by tenants and recreationalists who access the windsurfing launch site at Waterfront Park. Over the past several years, the Port has entered into an agreement with the Columbia Gorge Windsurfing Association who, ostensibly, manages the lot in the summer. The public parking in this area is primarily gravel with one row of paved parking for recreational use.



Staff Recommendations:

- Install one pay station with rates and duration identical to on-street parking.
- Require payment from 10:00 a.m. to 6:00 p.m.
- Designate 5 spaces for overnight RV parking. (City ordinance does not allow for overnight parking, so this option would provide an opportunity on Port property. Payment would need to be made at Port office with a 3-day maximum stay.)

12. Portway Ave. West (N. 88th to The Hook)

This area is heavily used by local truckers for trailer storage and break bulk for local deliveries. The Port has allowed this to occur over the years given its



importance to the community and lack of suitable alternatives. The Port has a use agreement with one trucking company. A dog park may be implemented at the far west end. This is an area that is important for truck access to the Maritime Building.

Staff Recommendations:

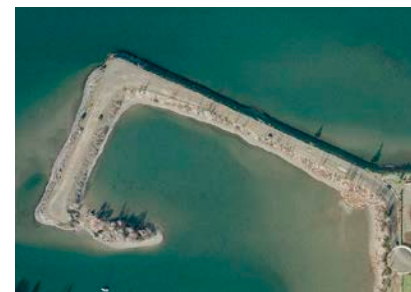
- Continue to allow truck use; seek agreements with all trucking companies.
- Do not allow recreational parking—install clear signage

13. The Hook

This area is heavily used by windsurfers in the summer and modestly by dog walkers, anglers, etc. throughout the year.

Staff Recommendation:

- No change.



16. **Marina Boat Launch Parking Lot:**

The Marina lot is heavily used during certain times of the year, most notably hot weather days in the summer and during fish runs. It is also used throughout the year by travelers and temporary parkers stopping for lunch of the view. Maintenance of the lot and restroom is partially funded by the Oregon State Marine Board.

Staff Recommendations:

- Install two pay station with rates to include additional fee for trailers.
- Pay station and fees would be in place year-round.

B. ENFORCEMENT

The City and Port have worked together on a draft Inter-Governmental Agreement (IGA) that would allow the City to enforce parking limits on Port property. An IGA will be necessary if the Port seeks to implement any parking plan to set guidelines for enforcement, citation fees, reporting, etc. The IGA would require a funding commitment to the City that ensures the Port pays a proportionate share of a new full-time City Parking Enforcement Officer.

See **Attachment 'B'** : *"Intergovernmental Agreement for City Enforcement of Port Property Parking Restrictions"* for the current draft IGA.

C. EQUIPMENT

Centralized pay stations will be required for all areas of paid parking. Such stations are now highly sophisticated and can be programmed in a variety of ways to accommodate various parking objectives. Port staff has met with the city and industry representatives to develop initial familiarity and capabilities—See **Attachment 'C'**.

Initial recommendations are as follows:

- Utilize the same pay stations – Cale-- that the City of Hood River utilizes downtown and is planning on the waterfront.
- Assume one pay station per 15-20 cars
- No cash would be accepted at the stations—debit and credit cards only.

The tentative price for each pay station is \$8,725. It is estimated that 6-7 stations will be required for Port properties. The units come programmed and ready to install. Additional budget would be



Cale Pay Station

needed for new poles and signage. Maintenance can be performed by Port staff with appropriate training or through a contract with the provider.

D. SEASONALITY

Due to the high seasonality of waterfront use, paid parking throughout the year is not needed and may be counter-productive. Staff recommends that pay stations be operational for the five months running May 1 through October 1, except at the Marina. Outside those months, the stations would be “tented” with no parking fees required. At the Marina, paid parking is recommended throughout the year.

E. PRICING

It is recommended that pricing at the Port’s on-street pay stations should be the same as the City of Hood River, currently \$1.25/hr. Parking fees for the Port’s off-street parking areas (i.e. Event Site and Jensen Lot) should be lower to encourage longer term stays. Currently, the Event Site parking is \$7.50 per day. *Note: Consideration should be given to a “Waterfront Multi-Pass” that would allow parking in any location without paying a fee if displayed on the dashboard.*

F. IMPLEMENTATION

Given the lead time for purchase of pay stations, and the challenge of implementation in the middle of summer, it is likely that the parking management plan would need to commence in either fall 2016 or summer 2017. Staff recommends installation of parking pay stations in fall 2017 or spring 2017 for operation in summer 2017. Operation of pay stations at the Marina parking lot could commence in fall 2016.

G. FINANCIAL ANALYSIS

It is crucial that the Port accurately assess the expected revenue and expenses prior to implementation of a Waterfront Parking Plan. **Attachment ‘D’** shows the initial financial analysis for the Plan.

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Port of Hood River Waterfront Parking Management Areas



Attachment

Port Parking Management Areas (Vehicles)

- 1. Nichols Basin Dock (8)
 - 2. First Street (48)
 - 3. Event Site (188)
 - 4. Portway Avenue East (28)
 - 5. Jensen Bldg. Tenant Lot (54)
 - 6. WF Park Access Lot (70)
 - 12. Portway Avenue West
 - 13. Hook Road
 - 16. Marina Parking Lot (not shown) (83)
- 🇺🇸 = Pay Stations

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12am – 8pm. The Parking Enforcement Officer shall enforce Port Parking Areas seven days per week during June, July and August and four days per week during other months., The Parking Enforcement Officer will be a City employee under the exclusive supervision and control of the City. The City will pay all costs associated with the Parking Enforcement Officer, including paying their salary, benefits, materials, equipment and administrative support.

- c) **Patrol Port Parking Areas:** The City Enforcement Officer shall patrol and provide enforcement services on Port parking areas. Areas to be enforced include 1st Street (approx. 48 stalls), Portway Avenue between 1st and 2nd Streets (28 stalls), and the Jensen Building Lot Recreational Use parking area (approx. 70 stalls) and the Marina Launch Parking Lot (XX stalls) as shown on **Attachment A**. Maximum parking time limit shall be as indicated on pay station machines.
- c) **Prepare Activity Reports:** The City will provide the Port with monthly written reports no later than ten (10) days after the end of each month identifying dates, times, locations and activities performed by the Parking Enforcement Officer when monitoring, enforcing and reporting on Port Parking Areas activities. In addition, the Parking Enforcement Officer or another City representative shall report to the Port Commission at Commission meetings at least semi-annually, and more frequently when requested by the Port, about parking enforcement activities, and may discuss related issues or make recommendations.
- d) **Issue Fines, and Provide Payments to Port:** The City will collect fines for all Port Parking Area parking violations. The Port Parking Area fines will be the same amounts and enforced by the City in the same manner as other City parking fines, unless otherwise agreed in writing by the Port and City. The City will transfer to the Port all parking fines the City collects for Port Parking Area violations less ten per cent (10%) as a City administrative fee. The City will provide the Port with written reports detailing tickets issued and fines collected for the Port during the prior month, and will transfer Port Parking Area fines to the Port, less the City administrative fee, within ten (10) days after each month when a fine has been collected.

2. Port Responsibilities:

- a) **Provide Port Parking Area Rules and Time Limits..** The Port shall prepare specific regulations and time limits for Port Parking Areas that are acceptable to the City. The Port may modify Port Parking Area locations or time limits after giving the City not less than thirty (30) days notice of changes. If a Port change will affect the Parking Enforcement Officer activities, the amount the Port pays the City for Port Parking Area enforcement or time spent patrolling Port Parking Areas shall be equitably adjusted by mutual agreement.

- d) Obtain Signs and Equipment to Regulate Parking. The Port will purchase and install parking signs notifying the public of Port Parking Areas restrictions, and purchase and install parking pay station machines to collect parking fees and issue limited time parking permits. The pay station machines purchased will be the same as or similar to the parking pay station machines the City currently uses in downtown Hood River. The Port will pay all costs for the purchase, installation, maintenance and replacement of the Port's parking signs and pay station machines.
- e) Collection and Retention of Port Parking Areas Payments. The Port will be responsible for collecting coins, cash and credit card payments, and any other forms of payment from all Port parking pay station machines, and will be entitled to retain those payments.
- f) Pay For Parking Enforcement Officer Services. The Port shall pay the City for the services of the Parking Enforcement Officer as follows:
- \$25,000 on or before April 15 of the calendar year.
 - \$25,000 on or before June 15 of the calendar year

3. Future Agreements, Amendment. The parties acknowledge the precise scope and timing of some City and Port responsibilities, and payments anticipated by this agreement, have not been determined. For example, details about dates and hours of the Traffic Enforcement Officer monitoring the Port Parking Area and issuing parking tickets will be discussed and agreed upon by the Port and City. The amount the Port will pay the City and payment dates for the Parking Enforcement Officer has also not been determined. Issues about insurance and indemnification have not been addressed. As the parties discuss these and other details, and agree on terms not included in this agreement, an amendment of this agreement will be necessary. Toward this end, the parties shall cooperate in good faith to identify issues and agree on terms to be included in an amendment.

4. Statutory Intergovernmental Agreement and Authority. This agreement is entered into by and between the parties as a statutory intergovernmental agreement pursuant to ORS 190.003 to 190.130. The individuals whose signatures appear below certify that each is fully authorized by their respective governing body to execute this Agreement on the party's behalf and to fully bind the party to its terms.

5. Entire Agreement. This agreement, including and the recitals, constitute the entire agreement between the parties with regard to the matters addressed herein. No terms or representations not set forth in this Agreement shall be considered a part of or enforceable under this Agreement.

6. Effective Date, Term and Modification: This Agreement shall be effective as of the last date signed below and shall remain in effect unless terminated by mutual agreement or until one of the parties terminates the agreement after providing not less than thirty days prior notice of termination to the other party. This Agreement may be amended at any time only upon the mutual written agreement of both parties.

7. No Third Party Beneficiaries. This Agreement is strictly and solely between the parties signed below, and it shall not create any obligation on the part of either party to perform or pay anything to or on behalf of anyone not a party to this Agreement. This Agreement does not create any rights in favor of or for any person or entity that is not a party to this Agreement.

8. Dispute Resolution and Attorney Fees: Any dispute arising under this Agreement shall be resolved, first, through direct communication between the Port Executive Director and the City Manager including any appropriate staff, then by mediation and then by binding arbitration in Hood River County, Oregon under Oregon law. Each party shall be responsible for its own costs associated with dispute resolution and for one half of the cost of a mediator and/or arbitrator.

IT IS SO AGREED:

For the City of Hood River:

For the Port of Hood River:

Hood River City Manager

Port of Hood River Executive Director

Date: _____

Date: _____

Approved as to form:

Approved as to form:

City Attorney

Attorney for the Port

PORT OF HOOD RIVER
Waterfront Parking Project Analysis
Schedule of Estimated Revenues and Expenses

	May	June	July	August	September	Total
Total	9	30	31	31	7	108
Weekdays	4	22	23	21	4	74
Weekends+Holiday	5	8	8	10	3	34
Marina						365
Weekdays						251
Weekends+Holiday						114

	Price per Hour	Parking Spaces
Revenues		
Waterfront Parking	\$ 1.00 \$ 1.25 \$ 1.50	
Marina Parking - Vehicles	\$ 1.00 \$ 1.25 \$ 1.50	
Marina Parking - Trailers	\$ 0.50 \$ 0.50 \$ 0.50	
Portway		28
Weekdays	\$ 15,540 \$ 19,425 \$ 23,310	
Weekends+Holiday	\$ 8,282 \$ 10,353 \$ 12,424	
1st Street		48
Weekdays	\$ 14,208 \$ 17,760 \$ 21,312	
Weekends+Holiday	\$ 8,160 \$ 10,200 \$ 12,240	
Jensen		70
Weekdays	\$ 13,986 \$ 17,483 \$ 20,979	
Weekends+Holiday	\$ 17,612 \$ 22,015 \$ 26,418	
Marina		55
Weekdays	\$ 22,747 \$ 28,002 \$ 33,258	
Weekends + Holidays	\$ 14,464 \$ 17,805 \$ 21,147	
Total Revenues	\$ 114,999 \$ 143,043 \$ 171,087	

	Price per Hour	Parking Spaces
Expenses		
Enforcement Officer	\$ 50,000 \$ 50,000 \$ 50,000	
Pay Station Maintenance	\$ 5,000 \$ 5,000 \$ 5,000	
	\$ 55,000 \$ 55,000 \$ 55,000	
Operating Income	\$ 59,999 \$ 88,043 \$ 116,087	

One-Time Expenses		
Pay Stations (\$10,000 ea)	\$ 80,000 \$ 80,000 \$ 80,000	
Signage	\$ 1.33 \$ 0.91 \$ 0.69	

ESTIMATED REVENUE:

	Portway	1st Street	Jensen	TOTAL
Per hour	28 stalls	48 stalls	70 spaces	
\$	50 cars @ 8 hours	50 cars @ 8 hours	50 cars @ 8 hours	
\$	\$43,200	\$43,200	\$43,200	\$129,600
\$	\$54,000	\$54,000	\$54,000	\$162,000
\$	\$64,800	\$64,800	\$64,800	\$194,400
				TBD

NOTES:

\$.75/hour is City rate in town (Mon-Sat: 8am-6pm - 3 hr max)
 Proposed Waterfront Enforcement: Mon-Sunday 9am-6pm
 Memorial Day to Labor Day - 26 weekend/holidays - 82 weekdays
 Based on average stay of 4 hours
 Estimated quantity of cars is based on Waterfront Occ Avg %
 If Event Site lot is full, season pass holders can use pass to park on street

	Portway - South of ES	1st Street	Jensen	Marina
Waterfront Occ Avg %	75%	40%	27%	25%
Weekdays (9am - 6pm)	87%	50%	74%	35%
Weekends (9am - 6pm)				
	\$20,000	\$40,000	\$20,000	\$50,000
				\$15,000
				\$80,000
				\$5,000

ANNUAL EXPENSES:

Enforcement Officer
 Pay Station Collection

ONE-TIME EXPENSES:

Pay Stations (\$10,000 ea)
 Signage

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Cale Parking Ticket Machine Meeting.

Prepared by: John Mann, 1/12/16

Cale has been in business for 60 years.

- They have used the same cabinet since 2006 so components can be exchanged without changing the cabinet. They guarantee you will have replacement parts for ten years. This is included on discontinued components as well. This guarantee's 10 years of serviceable machines.
- Cloud based system. Cellular System.
- Credit card system works directly through our bank.
- Supports Apple Pay.
- They have an APP for purchasing tickets from your phone. You can pay your parking fine at a discount if paid same day through the app saving collection costs.
- The machine could sell season passes as well.
- Machine could sell RV passes should the Port create an RV Parking area at some point.
- Portland parts house so replacement parts can be received over night. It is recommended to purchase a backup machine which can be used for parts and then the parts replaced in the spare so it is always within 24 hours of being a functional spare machine again should one be hit by a vehicle.
- Cale has its own call center for supporting problems at the machine. They can use any script we create for any circumstance including further directions on who to contact locally.
- Solar powered. Batteries last 2-3 years and cost \$130 to replace.
- Part Smart Program. \$25 per month and all replacement parts are included when they fail.
- Rent to own program so you can get up and running without cash outlay. A percentage of the intake dollars are taken from each machine and in a set amount of time it pays for itself and we own it. This would allow us to have

the machines at the beginning of the summer rather than halfway through or waiting until next year. \$250 per month.

- Can take bills but this will require a higher level of maintenance. Credit cards only is recommended.

Questions for us to think about.

Number of Machines; Hook, Event site, Spit, Marina could all be set up for drive through.

Remaining parking areas could be serviced with two machines.

Total of 6 machines.

Implementation date

Using their rent to own program we could have this up and running at the beginning of the season without a purchase agreement.

We should not try to implement this mid season. We should consider rent to own or not implementing this until summer 2017.

Commission Memo



Prepared by: Fred Kowell
Date: January 26, 2016
Re: Financial Review for the Six Months
Ended December 31, 2015

Attached to this memo are three reports: the overall revenues vs expenses for the Port, followed by the Revenues Actuals vs Budget, and the Expenditures Actuals vs Budget schedules. I will first discuss the third expenditure schedule since that is where the budget laws apply.

The financial expenditure schedule which depicts budget versus actual activity is 50% through this fiscal year.

With respect to the Revenue Fund personnel services is 46% of the budget for being half way through the year. This will increase as the summer season approaches. There are several areas experiencing higher personnel costs than 50% but most should come in line by the end of the year with the exception of the Bridge Repair & Replacement fund. The latter is attributable to the work being done regarding the lift span.

Overall, Materials & Services (M&S) is slightly below budget for the six months ended December 31, 2015. Although, this time of year the M&S actuals should be much lower than 49%. Two assets, the Expo Center and the Halyard Building, are contributing to higher than normal utility and tax costs. The higher than normal costs are being offset by higher revenues in the form of reimbursements of taxes and utilities. From a cash standpoint we are breaking even, the higher utility costs, though, will cause a budget transfer from capital later in the year to cover this over expenditure with regard to moving budget dollars. The Airport experienced maintenance costs that were not budgeted for, i.e., replacement of the fuel nozzle and a repair to an electric pole when a truck knocked it down. The Airport will need a budget transfer both in M&S and Capital Outlay later in the year.

Staff is in the process of analyzing which projects may need to be deferred to free up CIP budget authority to cover costs incurred for the bridge. Although it is too early to determine whether insurance will cover a majority of these costs, staff is moving forward with CIP projects that can be deferred until FY 2016-17, which will free up budget appropriation for professional services and capital needs for the bridge.

Although this analysis is still incomplete at this time, staff will provide a report on which projects will be postponed until later in the summer or into the next fiscal year.

Capital projects are mostly under budget, however, there will be some budget transfer of CIP projects to cover the HVAC concerns at the Halyard Building and for the Airport master plan. Although the budget contemplated some work in both of these areas, the Airport master

plan has taken longer than anticipated and the tenant swap wasn't included in the budget for the Halyard Building and prompted the need for HVAC improvements.

Bridge tolls are higher than budget but this is due to the seasonality of the six months ended. Lease revenues are tracking to budget with reimbursement revenues considerably higher than budget due to the recovery of water and garbage costs being implemented. Although some grants and land sales have not taken place through the first six months of this fiscal year, it is anticipated that the sale of the Expo Building and the grant for the environmental work at the Lower Mill site will take place before fiscal year end. In addition, the URA note receivable payout from the City occurred in January and another is scheduled for June but these are not reflected in the first six months financial activity.

Port staff will need to be diligent with respect to controlling O&M costs to the end of the fiscal year. This will be an especially tight budget year and staff will need to monitor any change orders with respect to the capital projects underway. The Port will need to do a Budget Transfer at year end to shore up any budget variance that will occur between Personnel Services, Materials & Services and Capital Outlay.

RECOMMENDATION: Discussion.

PORT OF HOOD RIVER
STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS
AND BUDGET VS ACTUAL PERFORMANCE
FOR THE SIX MONTHS ENDED DECEMBER 31, 2015

	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	\$ 1,975,264											\$	1,975,264
Leases		\$ 576,191	\$ 78,724	\$ 400	\$ 3,316	\$ 16,130	\$ 32,273						707,034
Reimbursements		319,520	16,633	1,200	300	3,288	10,890						351,831
Fees, Events, Passes and Concessions					67,464								67,464
Property taxes											58,675		58,675
Total Operating Revenues	1,975,264	895,711	95,357	1,600	71,080	19,418	43,163	-	-	-	58,675	-	3,160,269
Operating Expenses													
Personnel Services	370,300	148,378	38,637	21,724	162,077	61,211	40,179	274			46,927	14,512	904,218
Materials & Services	220,581	435,702	40,676	69,008	43,987	43,144	72,759	78,811			139,511	6,304	1,150,482
Total Operating Expenses	590,881	584,080	79,313	90,732	206,064	104,355	112,938	79,085			186,437	20,816	2,054,700
Operating income/(Loss)	1,384,383	311,631	16,044	(89,132)	(134,984)	(84,937)	(69,775)	(79,085)			(127,762)	(20,816)	1,105,568
Other Resources													
Income from other sources	-	1,993,000	-	-	-	-	-	10,471			163	2,154	2,005,788
Grants	-	-	-	108,948	-	-	(1)				-	-	115,997
Sale of land	-	-	-	-	-	-	-	-			-	-	-
Note receivables	-	16,990	-	-	-	-	-	-			-	-	16,990
Total Other Resources	-	2,009,990	-	108,948	-	7,050	(1)	10,471			163	2,154	2,138,775
Other (Uses)													
Capital projects	(30,119)	(1,198,073)	-	(115,434)	(45,430)	-	(41,379)	(65,289)			-	(8,433)	(1,504,156)
Debt service	-	(72,471)	-	-	-	(82,153)	-	-			-	(29,399)	(184,022)
Total Other (Uses)	(30,119)	(1,270,544)	-	(115,434)	(45,430)	(82,153)	(41,379)	(65,289)			-	(37,832)	(1,688,179)
Transfers In/(Out)	(247,848)							(186,107)			186,107	247,848	-
Net Cashflow	\$ 1,106,416	\$ 1,051,077	\$ 16,044	\$ (95,617)	\$ (180,414)	\$ (160,039)	\$ (111,155)	\$ (320,010)			\$ 58,508	\$ 191,354	\$ 1,556,165
BUDGET VS ACTUAL PERFORMANCE													
FY 2014-15 Budget													
Operating revenues - Budget	\$ 3,585,500	\$ 1,551,600	\$ 178,550	\$ 1,000	\$ 137,900	\$ 269,900	\$ 173,200	\$ -			\$ 61,700	\$ -	\$ 5,959,350
Operating revenues - Actuals	1,975,264	895,711	95,357	1,600	71,080	19,418	43,163	-			58,675	-	3,160,269
Actuals greater/(Less) than budget	(1,610,236)	(655,889)	(83,193)	600	(66,820)	(250,482)	(130,037)	-			(3,025)	-	(2,799,081)
	55%	58%	53%	160%	52%	7%	25%				95%	#DIV/0!	53%
Operating expenses - Budget	1,228,000	1,107,900	157,600	242,500	496,500	238,200	206,000	220,000			467,500	97,900	4,462,100
Operating expenses - Actuals	590,881	584,080	79,313	90,732	206,064	104,355	112,938	79,085			186,437	20,816	2,054,700
Actuals (greater)/Less than budget	637,119	523,820	78,287	151,768	290,436	133,845	93,062	140,915			281,063	77,084	2,407,400
	48%	53%	50%	37%	42%	44%	55%				40%	21%	46%
Other Resources - Budget	5,000	3,553,680	-	813,500	125,000	6,100	800	10,000			100	5,000	4,519,180
Other Resources - Actuals	-	2,009,990	-	108,948	-	7,050	(1)	10,471			163	2,154	2,138,775
Actuals greater/(Less) than budget	(5,000)	(1,543,690)	-	(704,552)	(125,000)	950	(801)	471			63	(2,846)	(2,380,405)
Other (Uses) - Budget	260,000	2,609,750	44,500	337,500	280,000	124,350	48,000	105,300			-	1,256,800	5,066,200
Other (Uses) - Actuals	30,119	1,270,544	-	115,434	45,430	82,153	41,379	65,289			-	37,832	1,688,179
Actuals (greater)/Less than budget	229,881	1,339,207	44,500	222,066	234,570	42,198	6,621	40,011			-	1,218,968	3,378,022
	12%	49%	0%	34%	16%	66%	86%	62%			#DIV/0!	3%	33%
Net Position - Budget vs Actuals @ 50%	\$ (748,236)	\$ (336,553)	\$ 39,594	\$ (330,117)	\$ 333,186	\$ (73,489)	\$ (31,155)	\$ 181,397			\$ 278,101	\$ 1,293,206	\$ 605,935

Schedule of Revenues by Cost Center By Fund
Budget to Actuals - 50% Through Budget
For the Six Months Ended December 31, 2015

	REVENUES				
	Budget	Actual	Total	Variance	%
REVENUE FUND					
<i>Toll Bridge</i>					
Bridge Tolls	3,575,500	1,975,264	1,975,264	(1,600,236)	55%
Cable Crossing Leases	10,000	-	-	(10,000)	0%
Other	5,000	-	-	(5,000)	0%
	<u>3,590,500</u>	<u>1,975,264</u>	<u>1,975,264</u>	<u>(1,615,236)</u>	<u>55%</u>
<i>Industrial Facilities</i>					
<i>Big 7</i>					
Lease Revenues	147,000	72,664	\$ 72,664	(74,336)	49%
Reimbursements/Other	62,000	44,714	\$ 44,714	(17,286)	72%
<i>Jensen Property</i>					
Lease Revenues	337,200	166,245	166,245	(170,955)	49%
Reimbursements/Other	124,700	90,309	90,309	(34,391)	72%
<i>Maritime Building</i>					
Lease Revenues	232,000	114,395	114,395	(117,605)	49%
Reimbursements/Other	45,700	32,050	32,050	(13,650)	70%
<i>Halyard Building</i>					
Lease Revenues	195,000	94,563	94,563	(100,437)	48%
Reimbursements/Other	115,500	98,085	98,085	(17,415)	85%
Note Receivable	19,550	9,775	9,775	(9,775)	50%
Other			-	-	
<i>Expo Center</i>					
Lease Revenues	4,000	17,576	17,576	13,576	439%
Reimbursements/Other	-	9,517	9,517	9,517	#DIV/0!
Other Financing Sources	2,099,700	0	0	(2,099,700)	
<i>Timberline Incubator Building</i>					
Lease Revenues	66,000	33,377	33,377	(32,623)	51%
Reimbursements	14,300	11,841	11,841	(2,459)	83%
<i>Wasco Building</i>					
Lease Revenues	155,000	77,370	77,370	(77,630)	50%
Reimbursements	53,200	33,004	33,004	(20,196)	62%
Note Receivable	14,430	7,215	7,215	(7,215)	50%
<i>Hanel</i>					
Grants	250,000			(250,000)	0%
Reimbursements					
Other Financing Sources	1,170,000	1,993,000	1,993,000	823,000	170%
	<u>5,105,280</u>	<u>2,905,701</u>	<u>912,701</u>	<u>(2,199,579)</u>	<u>57%</u>
<i>Commercial Facilities</i>					
<i>State Office (DMV) Building</i>					
Lease Revenues	40,000	19,935	19,935	(20,065)	50%
Reimbursements	-				#DIV/0!
<i>Marina Office Building</i>					
Lease Revenues	66,000	32,734	32,734	(33,266)	50%
Reimbursements	19,500	16,174	16,174	(3,326)	83%
<i>Port Office Building</i>					
Lease Revenues	52,050	26,054	26,054	(25,996)	50%
Reimbursements	1,000	459	459	(541)	46%
	<u>178,550</u>	<u>95,357</u>	<u>95,357</u>	<u>(83,193)</u>	<u>53%</u>
<i>Waterfront Industrial Land</i>					
Lease Revenues	600	400	400	(200)	67%
Land Sale	689,300				
Reimbursements	-	1,200	1,200	1,200	0%
Other Income	400	2,700	2,700	2,300	675%
Nichols Grant		106,248	106,248		
URA Payments	124,200			(124,200)	0%
	<u>814,500</u>	<u>110,548</u>	<u>110,548</u>	<u>(120,900)</u>	<u>14%</u>
<i>Waterfront Recreation</i>					
<i>Eventsite, Hook and Spit</i>					
Events, Passes, Permits and Concessions	121,000	63,547	63,547	(57,453)	53%
Grant	25,000			(25,000)	0%
<i>Marina Park</i>					
Sailing Schools, Showers and Events	8,800	3,918	3,918	(4,883)	45%
Lease Revenues	6,200	3,316	3,316	(2,884)	53%
Reimbursements	1,900	300	300	(1,600)	16%
Grant	100,000			(100,000)	0%
	<u>262,900</u>	<u>71,080</u>	<u>71,080</u>	<u>(191,820)</u>	<u>27%</u>
<i>Marina</i>					
Lease Revenues	175,900	16,130	16,130	(159,770)	9%
Moorage Assessment	83,200	399	399		
Reimbursements	10,800	2,889	2,889	(7,911)	27%
Grant	6,100	7,050	7,050	950	116%
Other Financing Sources					#DIV/0!
	<u>276,000</u>	<u>26,468</u>	<u>26,468</u>	<u>(166,731)</u>	<u>10%</u>
<i>Airport</i>					
Lease Revenues	156,000	32,273	32,273	(123,727)	21%
Reimbursements	17,200	10,890	10,890	(6,310)	63%
Miscellaneous	800	(1)	(1)	(801)	0%
	<u>174,000</u>	<u>43,162</u>	<u>43,162</u>	<u>(130,838)</u>	<u>25%</u>
Budget to Actual Revenues	10,401,730	5,227,581	3,124,033	(4,387,397)	50%
Revenues less Other financing sources	5,922,650	3,210,542	3,207,842	(4,269,556)	54%
GENERAL FUND					
Property taxes	61,700	58,675	58,675	(3,025)	95%
Transfers from other funds	405,800	186,107	186,107	(219,693)	46%
	<u>\$ 467,500</u>	<u>\$ 244,782</u>	<u>\$ 244,782</u>	<u>\$ (222,718)</u>	<u>52%</u>
BRIDGE REPAIR & REPLACEMENT FUND					
Transfers from other funds	\$ 1,854,700	\$ 247,848	247,848	(1,606,852)	13%

PORT OF HOOD RIVER
SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND
BUDGET AND ACTUAL - 50% THROUGH THE BUDGET
FOR THE SIX MONTHS ENDED DECEMBER 31, 2015

EXPENDITURES	Cost Centers	Personal Services		Materials & Services		Capital Outlay		Debt Service		Total Appropriation						
		Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%			
<i>Toll Bridge</i>	100	799,000	370,300	428,700	46%	429,000	220,581	208,419	51%	260,000	30,119	229,881	12%	1,488,000	621,000	867,000
<i>Industrial Facilities</i>																
Big 7	200/205	40,800	21,649	19,151	53%	138,900	77,214	61,686	56%	93,550	7,143	86,407	8%	273,250	106,006	167,244
Jensen Property	302	60,900	29,100	31,800	48%	186,000	95,244	90,756	51%	58,200	-	58,200	0%	450,100	196,814	253,286
Maritime Building	303	31,500	16,003	15,497	51%	87,300	36,757	50,543	42%	25,000	-	25,000	0%	143,800	52,760	91,040
Halyard Building	307	57,400	26,294	31,106	46%	171,800	114,750	57,050	67%	22,000	11,115	10,885	51%	251,200	152,159	99,041
Expo Center	401	9,500	5,251	4,249	55%	33,600	26,840	6,760	80%	0	-	0	0%	43,100	32,091	11,009
Timberline Incubator Building	702	29,400	15,595	13,805	53%	29,400	15,197	14,203	52%	5,000	13,567	(8,567)	-	63,800	44,359	19,441
Wasco Building	800	50,400	26,064	24,336	52%	99,700	45,476	54,224	46%	8,000	-	8,000	-	158,100	71,539	86,561
Hanel Site		23,300	8,423	14,877	36%	58,000	24,225	33,775	42%	2,195,000	1,166,248	1,028,752	53%	2,334,300	1,198,895	1,135,405
		303,200	148,378	154,822	49%	804,700	435,702	368,998	54%	2,406,750	1,198,073	1,208,677	50%	3,717,650	1,854,624	727,622
<i>Commercial Facilities</i>																
State Office (DMV) Building	501	22,400	11,579	10,821	52%	26,400	13,528	12,872	51%	5,000	-	5,000	-	53,800	25,107	28,693
Marina Office Building	506	34,300	16,463	17,837	48%	34,500	18,713	15,787	54%	14,500	-	14,500	0%	83,300	35,176	48,124
Port Office Building	502	19,600	10,594	9,006	54%	20,400	8,435	11,965	41%	25,000	-	25,000	0%	65,000	19,029	45,971
		76,300	38,637	37,663	51%	81,300	40,676	40,624	50%	44,500	-	44,500	0%	202,100	79,313	122,787
<i>Waterfront Industrial Land</i>																
	300/301	44,100	21,724	22,376	49%	198,400	69,008	129,392	35%	337,500	115,434	222,066	34%	580,000	206,165	373,835
<i>Waterfront Recreation</i>																
Eventsite	402	138,600	39,241	99,359	28%	39,800	14,961	24,839	38%	75,000	-	75,000	0%	253,400	54,202	199,198
Hook/Spit	306/505	45,700	22,109	23,591	48%	9,000	2,639	6,361	29%	80,000	1,198	78,803	1%	134,700	25,946	108,754
Marina Park	504	192,200	100,726	91,474	52%	71,200	26,387	44,813	37%	125,000	44,232	80,768	35%	388,400	171,346	217,054
		376,500	162,077	214,423	43%	120,000	43,987	76,013	37%	280,000	45,430	234,570	16%	776,500	251,494	525,006
<i>Marina</i>																
	503	144,200	61,211	82,989	42%	94,000	43,144	50,856	46%	24,000	-	24,000	0%	100,350	82,153	18,198
<i>Airport</i>																
	600	81,000	40,179	40,821	50%	125,000	72,759	52,241	58%	48,000	41,379	6,621	86%	254,000	154,317	99,683
<i>Administration</i>																
		24,000	-	24,000	-	108,000	34,797	73,203	32%	45,000	10,005	34,995	22%	177,000	44,802	132,198
<i>Maintenance</i>																
		-	274	(274)	-	88,000	44,014	43,986	50%	60,300	55,284	5,016	92%	148,300	99,572	48,728
<i>Total Expenditures</i>		1,848,300	842,780	1,005,520	46%	2,048,400	1,004,667	1,043,733	49%	3,506,050	1,495,723	2,010,327	43%	7,706,100	3,497,794	3,072,902
<i>Bridge Repair & Replacement Fund</i>																
		26,400	14,512	11,888	55%	71,500	6,304	65,196	9%	548,000	8,433	539,567	2%	708,800	29,399	679,401
<i>General Fund</i>																
		91,300	46,927	44,373	51%	376,200	139,511	236,689	37%	467,500	186,437	281,063		1,354,700	58,648	1,296,052

Unfavorable Variance - Expenditures

Overall, Personnel Services is tracking to the budget, however in certain asset centers we are running higher than normal for the year and will most likely need a budget transfer from either Materials & Services or Capital Outlay in their respective budgets. The yellow shading identifies those areas that may be able to bring their respective budgets in line by the end of the year, while the rose shading depicts a need for a budget transfer. The Expo Center was expected to be sold by the end of December such that expenses will be higher than budget. That said, revenues are higher due to the reimbursement of utilities and property taxes and should recapture most of the variance in expenditures. The Halyard Building is primarily over budget in utilities which are reimbursed such that this negative difference is offset by the reimbursement of those utility costs. The Airport's Materials & Services has incurred maintenance costs to the fuel nozzle a electric pole that was knocked down by a passing truck. Capital outlay will be more than budget due to the master plan being budgeted to end in August.

PORT OF HOOD RIVER
Bridge Traffic and Revenue Report - Quarterly
Exhibit B
Columbia State Bank Loan - Covenant - 3.9 (g)

	2011-12		2012-13		2013-14		2014-15		2015-16		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	361,074	\$265,574	355,233	\$297,432	372,181	\$ 339,743	379,536	\$ 341,480	375,517	\$ 375,145	0.99	1.10
AUG	355,868	\$261,248	364,506	\$318,526	372,950	\$ 344,140	380,914	\$ 348,030	391,499	\$ 369,349	1.03	1.06
SEPT	318,316	\$238,794	328,071	\$380,237	330,147	\$ 304,490	344,693	\$ 317,989	364,125	\$ 343,217	1.06	1.08
OCT	309,883	\$231,842	317,197	\$287,740	326,995	\$ 299,209	336,623	\$ 303,073	353,313	\$ 332,239	1.05	1.10
NOV	269,853	\$197,401	277,328	\$249,148	281,772	\$ 252,702	274,601	\$ 244,065	312,731	\$ 291,210	1.14	1.19
DEC	274,203	\$195,532	265,925	\$233,136	272,528	\$ 237,524	290,855	\$ 249,793	289,296	\$ 264,262	0.99	1.06
Calendar Year Total	3,622,901	\$2,646,090	3,617,141	\$3,300,132	3,749,551	\$3,384,542	3,829,791	\$3,424,449	4,039,200	\$3,774,905		
JAN	236,015	\$208,412	257,781	\$240,242	274,253	\$ 244,374	286,390	\$ 259,626			0.00	0.00
FEB	256,567	\$225,906	259,626	\$241,084	248,373	\$ 219,088	281,351	\$ 259,207			0.00	0.00
MAR	282,592	\$251,099	320,340	\$269,257	297,531	\$ 265,325	324,912	\$ 299,162			0.00	0.00
APR	292,315	\$263,709	300,672	\$268,777	317,218	\$ 282,097	334,016	\$ 307,643			0.00	0.00
MAY	320,953	\$291,884	325,314	\$290,897	343,575	\$ 301,985	360,643	\$ 341,172			0.00	0.00
JUN	320,439	\$292,903	329,245	\$296,477	341,619	\$ 307,150	365,407	\$ 332,673			0.00	0.00
Fiscal Year Total	3,598,078	\$2,924,305	3,701,238	\$3,372,952	3,779,142	\$3,397,826	3,959,941	\$3,603,914	2,086,481	\$1,975,422	0.53	0.55

Commission Memo



Prepared by: Fred Kowell
Date: January 26, 2016
Re: Preview of Audited Annual Financial
Report for FY 2015

Attached is a copy of the audited Annual Financial Report for the fiscal year ended June 30, 2015. In addition, you will also find a copy of the Communications to the Governing Body (SAS 114 Letter) which summarizes the audit, and our role as management with regard to the financial statements, internal controls and our interactions with the auditor.

You will find that this year we have a significant new pension reporting requirement where considerable emphasis was made in the financial report. You will see on the Statement of Net Position (otherwise known in the private sector as the Balance Sheet) a net pension asset of \$191,220 with a net deferred pension asset of \$284,246. We also recorded a \$349,130 charge restating our beginning fund balance. Overall, the purpose of this exercise was to show the reader of the financial statements that the Port has a net liability, as pension assets do not generate the return on investment initially estimated; and the actuarial valuation of those assets over time as compared to the distribution of pension benefits over the lives of its members.

Tara Kamp is our auditor and is a partner with the auditing firm of Pauly, Rogers and Co., PC. She has been unavailable to present in January but will be at our February 16th meeting to discuss the audit and answer your questions. In the meantime, I am also happy to answer any questions or provide any clarifications for you, if needed.

Note: *Please bring your copies of the audit to the February 16 meeting, when Tara Kamp will present her report.*

RECOMMENDATION: Discussion

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Executive Director's Report

January 26, 2016

Staff & Administrative

- A reminder that only one Commission meeting is scheduled next month -- February 16.
- Our state legislation to add the Oregon portion of a future bridge to an extended designation of Hwy 35 was on the agenda of a State Senate Transportation and Infrastructure Committee hearing on January 14. The legislation is now SB 1510 and will likely be the subject of a hearing on February 3. Kristine Phillips Evertz and I met with Senator Thomsen, and Representatives Mark Johnson and Caddie McKeown on January 14 to solicit support.
- Please consider whether the Commission should designate the Marina Ad-hoc Committee as a standing committee. If so, formal action will be required before the committee's "limited assignment" expires June 30, 2016.
- Plane and hotel reservations have been made for the PNWA "Mission to Washington" March 13-17. These were made to ensure plans were in place now, but the Commission will need to decide if it necessary to participate this year.
- The 2016 SDAO annual conference is in Sunriver February 4-7. Commissioners Davies and Shortt, Fred Kowell and I will be attending all or portions.
- A reminder that OneGorge receptions will be held in Salem on February 3 and Olympia on February 9th. Please let Genevieve know if you plan to attend. Ride share on vans provided by Insitu may be available.
- The Finance and Front office staff will be training on the new features of our GP 2015 financial system from Fine Solutions during the week of January 25-29.
- Genevieve gave a OneGorge update presentation to the Hood River County Commission on January 19, with Commissioners Shortt, Davies, and myself also providing comments. She has received positive feedback from County Commissioners since and is optimistic about their future participation in OneGorge.
- On January 14 Genevieve travelled to Olympia with OneGorge participants Tamara Kaufman and Joyce Brake. They met with Rep.s McCabe and Johnson as well as Senator Curtis King to discuss plans for the OneGorge reception there on February 9. Senator King is the Transportation Committee Chair and he spoke of the need to replace the Hood River Bridge as a well-known issue in the Washington legislature.



Recreation

- Facilities staff is in the process of removing about 10 trees around the waterfront that have died due to drought conditions last year. Four of these trees are in the wind row west of the Event Site.
- A fence has now been installed around the perimeter of Marina Green. The grass will be re-seeded and will need time to recover. We will not be able to accommodate Youth Lacrosse this spring.
- The Spit Road is in very poor shape, much of it attributable to construction trucks and equipment accessing the Naito Hotel project or needing to turn around. As of January 20 we will install signage and boulders to protect the new concrete near the Pedestrian Bridge and close vehicular access to the Spit until construction is complete.
- Construction continues on the Hook road for the City's sewer outfall project. Liz Whitmore is attending weekly construction meetings and provided the photo.



Development/Property

- The Riverside property closed successfully to Sheppard's on January 19. Total proceeds to the Port were \$649,374.
- Key Development has obtained a demolition permit for the Expo Building. Because the City will not issue a permit for a new building in a location where an existing building stands, the building permit cannot be obtained prior to closing as required by the DDA. In this case, the City will send a letter to Key Development stating that they are prepared to issue a building permit once the Expo Building is removed. I believe this will satisfy the terms of the DDA. Closing should occur in about two weeks. Construction on the new Turtle Island Building and Expo demolition is now expected to occur March 1.
- Union Pacific (UP) railroad will use Lot 1 for a staging operation in April 2016. They had previously requested use in March.

Airport/Marina

- The "Esperanza" remains in the Marina parking lot. The new owner continues to state that it will be moved soon.

- The next Airport Advisory Committee meeting will be held on January 27 at 3:30 p.m. at the WAAAM.
-

Bridge/Transportation

- Staff continues to be very involved in various efforts related to the recent vessel strike on the Bridge including the ongoing investigation, engineering evaluation, potential insurance claim, engineering and contracting for repairs and response to the underwriting process.
- On January 14 I made a presentation to the Motor Carrier Transportation Advisory Committee (MCTAC) in Salem to brief them on issues associated with overweight trucks on the Bridge. The MCTAC consists of representatives from ODOT, the trucking industry, law enforcement, FMCSA and various cities and counties. The committee provided good feedback and suggestions on our efforts.

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FEBRUARY 2016 Commission Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																											
	1	2 <i>Shortt: out thru Feb. 10</i>	3 <i>Shortt: out thru Feb. 10</i> SB 1510 Hearing Salem (Michael) Gorge(ous) Night Out Salem	4 <i>Shortt: out thru Feb. 10</i> SDAO Conference Sunriver	5 <i>Shortt: out thru Feb. 10</i> SDAO Conference Sunriver	6 SDAO Conference Sunriver																																																																																											
7 SDAO Conference Sunriver	8 <i>Shortt: out thru Feb. 10</i>	9 <i>Shortt: out thru Feb. 10</i> Gorge(ous) Night Out Olympia	10 <i>Shortt: out thru Feb. 10</i>	11	12	13																																																																																											
14 Valentine's Day	15 Presidents' Day OFFICE CLOSED URA Board (rescheduled to ?)	16 Commission Meeting 5pm	17	18 Marina Ad-hoc, 8am	19	20																																																																																											
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Commission Memo

Prepared by: Genevieve Scholl
Date: January 26, 2016
Re: New Website – Privacy Policy and Social
Media Terms of Use



During the January 12 meeting, the Commission reviewed a demonstration of the draft website redesign for portofhoodriver.com. One of the primary purposes of the website redesign is to increase and improve the transactional capabilities of the site (both in terms of e-commerce and communication/information exchange) to serve the Port's various customer groups. To achieve this, one important component of the website upgrade is the creation and integration of social media platforms.

The website redesign project prompted a review and update of the Port's online Privacy Policy as well as the creation of a new Social Media Terms of Use, Prohibited Content and Disclaimer. These policies require Commission approval and would apply to all users of the Port's website and any social media accounts established by the Port.

Public Records Law and Social Media

The Port will need to update its personnel policies to align with best practices and the creation of these new channels of communication. Port legal counsel Garret Sharp has reviewed the attached public policies and recommends that the Port adopt new or update existing personnel policies and guidelines to ensure there is an adequate understanding of Oregon public records and retention laws and how they apply to this new media.

In regards to storage, an industry standard best practice is to use social media applications exclusively as a mechanism for providing constituents with links or references to content that is maintained as an official Port record elsewhere. (For instance, all Facebook posts would simply be a link to an article on our website. This is how the Hood River County Sheriff's Department, the City of Hood River, and other like agencies manage their feeds.) Another common practice among agencies is to retain screenshots, print-outs, or other such permanent record of posts in an archive. Employing these measures at all times would ensure compliance with records retention law.

In regards to disclosure, the attached Social Media Terms of Use, Prohibited Content and Disclaimer document includes the disclosure statement:

"Postings on the portofhoodriver.com website and social media feeds may be Public Records under Oregon law. To the extent such content is a public record, the Port of Hood River will be subject to disclosure requirements under the Oregon Public Records Law."

Social Media and Freedom of Speech

While the Port is allowed to limit content and remove any posted content that is prohibited or outside the scope of the social media site, the Port cannot discriminate against public speech based on viewpoint or opinion. Therefore, it is important to clearly state the types of prohibited content and remove anything of that type (please see the attached policy document for this list). Any content that is removed from the public site based on these guidelines, however, should be retained in an archive that notes the time, date, and identity of the person posting the content.

Staff recommends Commission approval of these policies before the official full launch of the new website, currently planned for early February.

RECOMMENDATION: Adopt the new Privacy Policy and Social Media Terms of Use, Prohibited Content and Disclaimer as written, subject to legal counsel review.

Privacy Policy

Website Privacy Policy

This privacy policy is effective as of January, 2015 and is only for information collected by the Port of Hood River through the website www.portofhoodriver.com. It does not govern information collected by the Port through off-line sources or from third parties.

General Policy

The Port of Hood River will control the exchange, storage, and use of selected personal information about site visitors as described in this policy. Anonymous information in the nature of site usage statistics may be shared with others for any purpose.

The Information Collected

The website collects and retains two kinds of information about site visitors: anonymous information that is collected automatically and does not identify any specific user, such as log on time and pages on the site that are visited, and certain personally identifiable information about users, such as their names, addresses and e-mail addresses that are submitted voluntarily. Both types of information are collected in order to improve user access, navigation, communication, and services. This information may be collected and retained automatically and voluntarily in databases.

The Reasons Information is Collected

Information gathered is intended to help the Port to serve site visitors. Except as described in this policy, information about a user will not be collected without the user's knowledge.

The collection of anonymous or non-personal information about users occurs mostly through standard analysis of the Web-server log files. This information is used to closely monitor which areas of the website are used most and to determine which areas need improvement. This information is used exclusively in aggregate form so that the site can continue to be improved.

Google Analytics

The Port of Hood River Uses Google Analytics to obtain non-personal visitor data such as the number of visitors to our website, onsite behavior and usage information, device and software identifiers, referring and exit URLs, usage and purchase history and other similar information. This allows the Port of Hood River to provide useful and accessible content and improve and maintain our Site and Services. No personally identifying data is included in this type of reporting.

To provide website visitors the ability to prevent their data from being used by Google Analytics, the [Google Analytics opt-out browser add-on](#) is available [here](#).

If you want to opt-out, download and install the add-on for your web browser. The Google Analytics opt-out add-on is designed to be compatible with Chrome, Internet Explorer 8-11, Safari, Firefox and Opera. In order to function, the opt-out add-on must be able to load and execute properly on your browser. For Internet Explorer, 3rd-party cookies must be enabled. [Learn more about about the opt-out and how to properly install the browser add-on here.](#)

Personally identifiable information is only used to fulfill the purpose of the user's interaction with the Port of Hood River, or to provide users with services or products requested by the user. If the purpose of the user's interaction with the Port of Hood River is to provide information to a specific third party, the Port will use the information as directed by the user. Information may also be compiled and used to keep users informed of upcoming events, send

users subscription information, customize user's visit to this website, and offer new products and services that may be of interest to users.

Limited Use of Information Outside the Port

The Port of Hood River will not disclose personally identifiable information to third parties, other than service providers who are bound to use the information only to assist us in such areas as data storage and order processing, except in accordance with this policy. Users should be aware that the Port of Hood River is a public agency and personal information provided to the Port may be subject to disclosure in accordance with public records laws. In exceptional cases the Port may disclose personally identifiable information to the extent necessary to identify, contact, or bring legal action against someone who may be intentionally or unintentionally causing injury to or interference with the rights or property of the Port of Hood River, a user, or anyone else who could be harmed by such activities.

Security

Commercially reasonable precautions are taken to protect user information stored in the electronic databases. However, given the nature of the Internet and the fact that network security measures are not infallible, we cannot guarantee that electronically-stored user information will never be stolen, hacked or viewed by unauthorized persons. We maintain notification procedures as part of our information security policy, to be used in the event of a data security breach. If we are required to provide notice to you of a data security breach, the notice will be provided in electronic form to the e-mail address you have provided to us.

Cookies and Log Files

This site uses cookie technologies to provide simplified access to a few areas of its website by allowing users to save their details on their own computers. Cookies can be disabled or

controlled by setting a preference within the user's Web browser. Log files record internet protocol (IP) addresses, browser types, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks to analyze trends, administer the site, track a user's movement in the aggregate, and gather broad demographic information for aggregate use. Information collected through log files is not linked to personally identifiable information of a user.

Traffic analysis

The use of Website traffic analysis software to analyze traffic to this Website may be used. The software does not create individual profiles of visitors, but collects only aggregate data.

Links to other Websites

The website includes links to other websites as a convenience to users. When these links are used to access outside sites, the user is no longer within this site's web environment and we are not responsible for the privacy practices or content of the other sites. We encourage all users to be aware when they leave this site and to read the privacy statements of each and every website that collects personally identifiable information.

Correcting, Updating, Deleting and Deactivating Personal Information

If your information changes, you may contact us to correct, update or delete and deactivate our records. Oregon public records retention requirements may require that we retain a copy of a document containing your personally identifiable information, even when your personally identifiable information has been removed from our working database.

Changes in the Port's Privacy Policy

The privacy policy may change in the future. We will notify you, using the e-mail address you have supplied to us, about any changes that materially decrease the protection of your personal information.

If you have questions about this policy, please contact the Port of Hood River.

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Social Media Terms of Use, Prohibited Content and Disclaimer

The Port of Hood River's mission is to initiate, promote, and maintain quality of life and a healthy economy throughout the Port District and the Columbia River Gorge. The website portofhoodriver.com and all Port social media sites or pages (Facebook, Twitter, LinkedIn, Google+, Instagram, YouTube, Vimeo, and the like) are intended to serve as a mechanism for communication between the public and the Port.

The Port reserves the right to remove comments or postings on the website or any social media page or site that violate any applicable laws or the Port of Hood River Social Media Terms of Use, Prohibited Content and Disclaimer.

Postings on the portofhoodriver.com website and social media feeds may be Public Records under Oregon law. To the extent such content is a public record, the Port of Hood River will be subject to disclosure requirements under the Oregon Public Records Law.

The Port does not endorse nor sponsor any advertising posted by the Social Media host on the Port's site or pages. Social Media sites are private sites and the privacy terms of those sites apply. The Port does not guarantee reliability and accuracy of any third-party links, and the Port reserves the right to remove any conversation which is prohibited by the Port of Hood River Social Media Terms of Use, Prohibited Content and Disclaimer described here.

Comments sections on the portofhoodriver.com website and social media pages operated by the Port of Hood River are limited forums where the public may comment on articles and content posted by the Port of Hood River. The Comments posted to the portofhoodriver.com website and all social media pages or sites will be monitored. The Port of Hood River reserves the right to remove inappropriate comments including those that have obscene language or sexual content; threaten or defame any person or organization; violate the legal ownership interest of another party; support or oppose political candidates or ballot propositions;

promote illegal activity; promote commercial services or products or are not topically related to the particular posting.

The Port will remove the following prohibited content from its website and social media pages or feeds when possible:

- a. Comments not topically related to the particular article being commented upon;
- b. Comments in support of or opposition to political campaigns or ballot measures;
- c. Profane language or content;
- d. Content that promotes, fosters, or perpetuates discrimination on the basis of race, religion, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income or other protected status under applicable law;
- e. Inappropriate sexual content or links to inappropriate sexual content;
- f. Solicitations of commerce;
- g. Conduct or encouragement of illegal activity;
- h. Private and confidential information;
- i. Information that may tend to compromise the safety or security of the public or public systems; or
- j. Content that violates a legal ownership interest of any other party.

To request and obtain records from the Port of Hood River, please visit the public information request (FOIA) page [here](#).

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MEMORANDUM

FR: Garrett R. Sharp
TO: Genevieve Scholl
RE: Hood River Port Social Media and Privacy Policy
DT: Friday, January 22, 2016

ISSUE PRESENTED

The Port of Hood River is launching a new website and increasing its social media presence. The Port has prepared a Privacy Policy for personal information obtained through the website and a Social Media Terms of Use document outlining how the Port will use and restrict social media content. You have asked that our office review these documents and provide an opinion on whether they will meet Port legal requirements.

SHORT ANSWER

The Privacy Policy is needed and indicates the Port has procedures that satisfy legal requirements for protecting personal information. The Port must implement these procedures to protect user personal information and provide notification of security breaches.

The Social Media Terms of Use document addresses issues related public records law requirements and how the Port will restrict speech in social media forums. Written procedures should be adopted to guide employees on the limits of how speech can be restricted and public records law requirements for the retention and disclosure of social media content.

DISCUSSION

Privacy Policy:

The Port's Privacy Policy meets the basic requirements of the Oregon Consumer Identity Theft Protection Act, so long as procedures are in place to implement the policy.

The Oregon Consumer Identity Theft Protection Act governs privacy requirements in relation to personal information that the Port may possess. ORS 646A.600-628. The act specifically requires that an entity that is in possession of personal information (defined as a person's name plus identifying information such as a social security number) must protect that information through adequate safeguards. ORS 646A.622. Security breaches resulting from failed safeguards expose the entity to the penalty provision of the act. ORS 646A.624.

The Port must have a policy for adequately protecting personal information. The current

Privacy Policy is likely sufficient for Port purposes. The policy states that the Port takes commercially reasonable precautions to ensure that personal information is protected. Further, the Privacy Policy states that the Port has notification procedures for data breaches. These procedures are also required by the Oregon Consumer Identity Theft Protection Act. ORS 646A.604. So long as commercially reasonable procedures are actually being followed, for both personal information protection and notification, this will likely meet the requirement of the Oregon Consumer Identity Theft Protection Act. It is recommended that the Port adopt written procedures to ensure that commercially reasonable precautions are taken for the protection of personal information and that there is a procedure for providing notification of data breaches.

Social Media Terms of Use, Prohibited Content and Disclaimer (“Terms of Use”):

There are at least two important issues implicated in the Terms of Use document. First, to the extent that any website or social media content is a Public Record as defined in the Oregon Public Records laws, the Port must comply with legal requirements related to retention and disclosure of these records. Second, the document indicates the Port will be creating and/or using social media platforms to communicate with the public. These social media platforms will likely be considered limited public forums as this relates to constitutional free speech protections. As such, there are limits to how the Port can police the content of information posted by users.

Some social media content will be considered Public Records pursuant the Oregon Public Records Law and thus implicate specific retention and disclosure requirements. A public record is any writing that contains information relating to the conduct of public business that is prepared, owned, used or retained by a public body. It is not entirely clear to what extent social media content is considered a public record. To the extent that any of the social media content is a public record, the Port must have procedures in place to store that content pursuant to applicable public records laws, and disclose the content upon request.

The Terms of Use document should avoid language that specifically calls social media content a public record. By stating that these documents are public records, the Port is invoking the requirements under the Public Records laws, even where this content may not be a public record. It would be better to use language such as “Postings on the portofhoodriver.com website

and social media feeds may be public records and to the extent they are, the Port will comply with applicable public records laws.”

If the Port creates a forum through social media which allows for public debate and opinions, this will likely be considered a limited public forum under US constitutional free speech laws. The Port will then need to ensure compliance with constitutional free speech protections. As a limited public forum, the Port may restrict the type of content that can be posted to these social media forums, but cannot restrict viewpoints. As an example, if the Port posts information regarding the bridge and allows users to comment on that information, the Port likely could not restrict viewpoints critical of the bridge and bridge tolls.

The Port should adopt an employee social media policy. It is important the employees tasked with interacting with the public on social media understand the limitations on restricting viewpoints posted on social media forums. It is also advisable that the employees be trained on public records laws so as to ensure that social media and website content that is a public record be properly retained.

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Commission Memo



Prepared by: Laurie Borton
Date: January 26, 2016
Re: Revisions to Marina Moorage Rules and Regulations

Marina Moorage Rules and Regulations (“Rules”) were last revised in May 2015. From a time management perspective having worked with the Marina for the past twelve months, I believe the proposed revisions will provide better clarity for both staff and tenants. The revisions have been vetted with the Marina Ad-hoc Committee. If approved, tenants would be advised by email that an update is available on the Port’s website.

The following are key changes to the attached draft revisions:

New Sections (Pages 1, 13):

- Statement regarding Oregon State Marine Board “Clean Marina” certification.
- Clean Marina Best Management Practices.

Clarifications:

- Betterment List (Page 2)
 1. An eastside slip is an example of a Betterment move for a current tenant. If a tenant declines a Betterment move and a second offer is declined within a 12-month period, their name is removed from the list.
- Subleases (Pages 8-10)
 1. Requires a tenant to be in good standing for a minimum of 12 months. Under the May 2015 Rules a new tenant could immediately sublease the slip.
 2. Subleases for less than one month will not be considered. There is new language addressing subleases approved for longer than 12 months with the requirement that the sublease must be offered to a Wait List person. This relates to Commission action taken on September 22, 2015. The sublease payment shall be made for the entire term. Under the 2015 Rules the sublease amount was invoiced monthly.
- Terminations (Page 10)
 1. When a tenant terminates and the slip is filled, a refund of unused moorage may be reimbursed. Language clarifies that the Special Assessment for the electrical upgrade or boathouse dock replacement is not considered as a refund amount. The debt covenant must be made whole.
- Wait List (Page 12)
 1. There is clarification that if a person wants to be on multiple lists, a separate fee is required to be paid per List. There is also clarification, that in order for vacancies to be filled more quickly, that a slip offer will be made to several people and that the

timeline for a response is short. If a Wait List person does not respond or declines their name will remain in the current standing. If, however, a second offer for a slip is made within a 12-month period and they decline or are non-responsive then their name is removed from the List. Information is repeated in this section that a Wait List person may be contacted for a sublease opportunity.

Staff recommends approval of the draft Rules that are attached.

RECOMMENDATION: Approve Marina Moorage Rules & Regulations effective January 26, 2016.

PORT OF HOOD RIVER
2015 MARINA MOORAGE RULES & REGULATIONS
EFFECTIVE January 26, 2016

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

Tenant agrees to comply with all applicable federal, state, county, city, and Port laws, rules, and ordinances, including but not limited to the Marina Moorage Rules & Regulations. The Port may from time to time adopt, amend or repeal rules or regulations governing the use of the Marina and slips. Marina rules or regulations or amendments to such rules and regulations shall be posted on the Port's website at www.portofhoodriver.com, and shall be effective on the website posting date unless a later date is specified by the Port.

When a boat enters the Marina, it immediately comes under the jurisdiction of the Port of Hood River and shall be berthed or anchored only where authorized by the Port.

The Marina is a private facility owned and operated by the Port of Hood River, and the intended use of a slip is for recreational purposes and not as a storage facility. Any commercial activity requires a separate agreement and may or may not be granted.

The Port of Hood River was certified by the Oregon State Marine Board in 2012 as a "**Clean Marina.**" Annual surveys are submitted and site visits are conducted every three years for recertification. The Port of Hood River Marina was recertified as a Clean Marina in 2015. Clean Marina "Best Management Practices," as attached, shall be observed.

Agreements

- A Moorage Rental Agreement with the Port will be executed only with the owner of the boat that is to occupy the assigned slip. Leasing of a boat slip by a person who is not a boat owner is prohibited.
- All boats MUST be moored in the slip assigned to Tenant per Moorage Agreement. All boats shall be tied up in berths or at moorings according to good practice or shall be removed from the Marina.
- Tenant acknowledges that the Tenant has inspected the Marina and Slip and has satisfied the Tenant that the same are in good condition and repair and are adequate for the safe mooring of Tenant's boat. Each Tenant accepts the Marina and Slip in their present condition.
- The Port reserves the right to relocate Tenants to another moorage slip at any time.
- Contact information provided to the Port by the Tenant shall be kept current at all times, including emergency contact information.

- Boats shall be tethered only to the cleats for their assigned slip.
- Boat partnerships must have all parties identified on the agreement, title and insurance coverage.
- No offensive activities shall be carried on by the Tenant at or in the immediate vicinity of the Marina. (The Port reserves the right in the Port's discretion to determine whether an activity is considered "offensive".) Tenant shall not engage in any activity that might be dangerous to life or limb nor permit any objectionable noise or odor on Tenant's boat, the Marina, or the premises adjacent to, nor shall anything be done thereon which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the Marina or of the adjoining property. The Port reserves the right in the Port's discretion to determine whether an activity is considered "offensive".
- Tenant shall be responsible for and secure compliance with the terms of this agreement by Tenant's invitees, guests and family members. Any violation or breach by them is a breach by Tenant.

Betterment Lists

- A "Betterment List" requesting specific slip numbers is available only for annual Tenants whose accounts are in good standing, i.e., no unpaid balances, and Tenant must be easily reached and readily available to make a move within three (3) business days when offered. If a move is offered, but declined by a Tenant, or no response is received from a Tenant within three business days, or if a Tenant fails to move their watercraft to the slip offered by the Port within the time allowed, the Tenant's right to move their watercraft to another slip will expire. The Tenant will, however, retain their place on the Betterment List. If a tenant is offered another Betterment move within twelve (12) months and declines, does not respond, or cannot move within three days (3) their name will be removed from the Betterment List. All outside end slips are exempt from Betterment List requests, and requests for specifically numbered slips on eastside C-dock will not be accepted.
- No fee will be charged when a Tenant requests a "Betterment" move to a slip that will accommodate the current watercraft. If a Tenant requests a boat slip that is different from their current classification, this is not considered a "Betterment," and the tenant will need to apply for the appropriate "Wait List" and pay an Administrative fee that is non-refundable and not applied to moorage.

Bulletin Board

- All notices will be posted by Port of Hood River staff only. Notice requests may be emailed to marina@portofhoodriver.com; by calling the Marina Manager at (541) 386-7263; or by dropping a notice at the Port office. All notices must be date stamped.
- Notices posted without permission will be REMOVED.
- Event notices may be placed no more than two (2) weeks prior to the event and will be removed the next business day following the event.

- Non-event notices, such as items “For Sale” will be posted for no more than three (3) weeks.

Fees

- Annual Tenants have two moorage payment options: single payment due by January 31; or half payment due by January 31 with balance paid in full by April 30, plus a \$15 fee due April 30. If at least half payment is not received by the Port by January 31, moorage must be immediately paid in full, plus a \$15 fee.
- Utility Charges: Water/Garbage – each slip and boathouse Tenant will pay a flat \$5/month fee for water/garbage/recycling that will be billed each quarter. Electrical – each slip and boathouse Tenant will pay a minimum of \$5/month for electricity that will be billed quarterly. If the electrical usage is more than \$5/month, the actual cost will be billed. The charge for water/garbage and for electrical spreads out the total cost over the year even though most of the use occurs during the summer. Fees payable include annual Port assessments, if any.
- Time and material charges may be charged to the Tenant if Port staff attends to boats in danger of sinking or causing damages to other boats or Port property.
- Accessory Watercraft:
 - Motorized: \$25 per motorized watercraft, per month, unless watercraft is an inflatable used in service of boat and proper registration and insurance is provided.
 - Non-Motorized (In Water): Non-motorized accessory watercraft, commonly identified as dinghies, kayaks and inflatables, that are secured in the water shall not incur a monthly fee if it is secured within the footprint of the Tenant’s slip between the dock and the Tenant’s boat and does not extend beyond the beam, at the widest point, of the Tenant’s boat. The Port has the final judgment on whether any accessory watercraft in the water is too big for the slip. If the Port determines an accessory watercraft is too big for a Tenant’s slip the Tenant will have the option to immediately remove the watercraft from the Marina or renting a second slip, if available.
 - Non-Motorized (On Walkways or Slip Fingers): Main walkways and slip fingers shall be obstacle-free of boat supplies, accessories, and debris of a Tenant, Tenant guest or visitor. After describing type and manner of installation and receiving written permission from the Port, Tenants may install a storage box in the slip “triangle” so long as it does not extend on to the adjacent walkways or slip fingers.
- Statements are payable by the Tenant within thirty (30) business days of the statement date.

Guest Moorage

- No boat may be moored in a Marina Slip unless a current Moorage Rental Agreement is in effect between the Owner of said boat and the Port.
- Visitors may use the guest dock at the boat launch on the east side of the Marina. If a visitor uses the east side guest dock overnight they will be charged and be responsible to pay the Port overnight use fee. Use of the guest dock shall not exceed the maximum limit according to current Oregon State Marine Board guidelines, or other limit imposed by Port ordinance, Marina rule or regulation.

Hold Harmless

- The Tenant agrees at all times to release the Port of Hood River from any claim of liability and hold the Port of Hood River harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant, his or her agents, invitees or employees, and Tenant does specifically acknowledge and agree that the Port of Hood River is not liable under any circumstances for any loss or damage to Tenant's boat, person or property, except as the result of intentional misconduct on the part of the Port of Hood River.

Insurance

- Moorage Tenants must provide a marine/watercraft insurance policy with general liability limits of at least \$500,000, and moorage Tenants having fuel capacity of 30 or more gallons shall also provide, as part of the general liability coverage, proof of Pollution Liability coverage to a limit no less than \$100,000.
- Floatplane Tenants agree to provide aircraft liability insurance with minimum coverage of \$1,000,000.
- Without exception, the Port of Hood River shall be named as additional insured on all insurance policies required to be maintained by the tenant. A certificate of said insurance, issued in the name of the Port, shall be provided at the beginning of Tenant's moorage term. The Port shall have the right to receive written notice prior to insurance cancellation. Failure to provide or keep in force such insurance shall be a Tenant violation of these rules, and default of the Tenant's moorage rental agreement and be grounds for the Port to terminate the Tenant's lease. Insurance must remain in force even when the boat is not occupying the slip.
- The Port is not responsible for any losses or damage to boats in the Marina. Each Tenant will be held responsible for damage that he or she may cause to other boats in the Marina or for damage to any structure. Any boat that may sink in the Marina may require professional salvage at the Tenant's expense, as determined by the Port. If the Port incurs salvage expenses Tenant will promptly reimburse the Port for said expenses.

Keys/Key Cards

- Tenants may receive up to two key cards at no charge.
- Tenants may receive a maximum of four (4) cards issued per slip at any given time.
- Tenants shall pay a \$35 non-refundable fee, per additional key card issued after two key cards.
- Damaged or lost key cards will be de-activated and replaced at no charge for the first two replaced cards.
- Key cards will be only issued to Marina Tenants and Sublease Tenants approved by the Port.
- Keys, issued to South Basin Dock Tenants, shall not be duplicated. A \$50 deposit, per key, is required. The deposit is refunded when moorage is terminated and the key is returned or shall be retained by the Port if a key is not returned.

Liveboards

- There shall be no living aboard boats or boathouses in the Marina. Tenants may not stay overnight on their boats in the Marina for more than 3 nights in any seven-day period. This privilege may be reviewed or revoked by the Port in its discretion.

Maintenance

- Boats shall be in a seaworthy condition and not constitute a fire hazard, or present a reasonable risk of sinking. If a vessel is subject to these conditions, it shall be removed from the Marina or temporarily repaired or stabilized through reasonable measures at the Tenant's expense.
- Port and its agents and employees shall at all times have access to each Tenant's boat while moored at the Marina for the purpose of inspection, fighting fires or remedying or prevention of any casualty or potential hazard to the boat or the Marina.
- Any alteration of a slip is subject to prior written approval by the Port.
- In an emergency situation, an attempt will be made to contact the Tenant via the emergency contact information on file. In the event there is no response within 12 hours and Port staff determines that a boat is in danger of sinking or causing damage to other boats or Port property, the Port staff or agents may board the boat and stabilize it. The Port and its agents and employees will not be responsible for any damage to the boat. The Port may charge Tenant costs of any Port staff time or contractor time and materials for stabilizing the boat.
- Tenant shall be responsible for any and all damage to the Marina, including slip, caused by Tenant's boat or activities.
- No major repairs, as defined by the Port, shall be made to boats while in slips or parking lots. In-water hull scraping or removal of paint below the water line is prohibited.
- All maintenance issues are to be reported to the Port of Hood River office by phone, by email to marina@portofhoodriver.com, or in person to ensure appropriate follow-up of items reported.

- Tenants will be notified 24-hours in advance of any scheduled maintenance work affecting all slips so that the Tenant has the option of being present when the work is done.

Notices to Tenants

- News of interest from the Port to the Tenants will be by means of electronic mail. Tenants will need to update Spam filters to allow mail from the portofhoodriver.com or gmail.com domains.
- Any notification of rules, regulations, or violations shall be in writing and shall be effective when delivered. Delivery will be by email and/or U.S. Postal Mail addressed to the parties at the address stated in the moorage agreement.

Parking/Special Events

- Tenant parking in the lot adjacent to the moorage entrance gate is on a first-come basis and a parking space is not guaranteed. Parking shall be in a neat and orderly fashion. The Port may request removal or may remove, at Tenant's expense, any vehicle parked in an improper manner, as determined by Port.
- Parking for an extended period exceeding 3 days must be approved in advance in writing by the Port.
- Boat trailers shall not be parked in the lot adjacent to the moorage entrance gate without Port written approval.
- Parking of boats on trailers, empty trailers, or vehicles in the boat ramp parking lot is **“day use only.”** Overnight parking is not permitted.
- Overnight camping is prohibited in the parking areas.
- The Port, at its discretion due to special events in the adjacent park area, may limit access to the Marian parking lot, the hours of operations of the Marina facilities or limit the number of people that may access any moorage slip, or both. The Port will attempt to provide notice at least seven (7) days in advance by posting signage at the walkway entrance and on the Port's website (www.portofhoodriver.com).
- If the Port posts a sign or signs in the marina area requiring that vehicle parking comply with these regulations or conditions listed on the sign, and a vehicle is parked in violation of sign requirements, the vehicle may be towed from the site at the vehicle owner's expense.

Pets

- Dogs **MUST** be kept on leashes at all times on Port property, including the docks. “Pet Pick Up” bags are available near the gate for owners to clean up after their pets. Absolutely no waste may go into the water.

Safety/Security

- Main walkways and slip finger walkways shall be obstacle-free of boat supplies, accessories or debris. Water hoses and electrical cords shall be neatly coiled when not in use. The Tenant must remove anything from the Marina that does not fit onto the boat or into a locker. Authorization shall be obtained from the Port prior to placement of lockers, chests, dock boxes, cabinets, steps, ramps or similar structures in the Marina. All lockers, chests, dock boxes and cabinets must fit within the triangle space at each slip and must not overhang or be placed in walkways.
- No swimming, diving, fishing, or fish cleaning will be permitted in the Marina.
- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates on moorage walkways or ramps is prohibited.
- Tenants shall accompany children under 16 years and guests at all times. Disorderly conduct by Tenants and/or guests is cause for immediate termination of the Moorage Agreement and removal of the Tenant's boat from the Marina. This includes offensive language and loud and rude behavior to others. The Port shall have sole discretion to determine whether conduct is considered disorderly. Please do your part to maintain a family atmosphere at the Marina.
- Graywater and sanitary waste shall not be discharged in the Marina except at an operable pump-out station, nor will refuse be thrown overboard. Garbage shall be deposited in receptacles supplied by the Port. Hazardous materials, including batteries, oil, paint, etc., shall be immediately removed from the Marina slips and Marina Park by the Tenant.
- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps when cleaning your boat.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- Boats not marked or identified as required by law will not be permitted within the Marina.
- All boats shall be tied up in berths or at moorings according to good practice or shall be removed from the Marina.
- All mooring lines must be in good condition and not have any visible fraying.
- Boats must be tied so that no part of the boat or its attachments extends over the walkway.
- The Marina is a NO WAKE ZONE. Boats within the Marina must be operated at a speed less than that which will create a wake.
- Electrical cords must be kept in good condition and be coiled, with no cords in the water. Tenant must use a proper 30/50 amp cord and plug that is approved for Marina use. Port-approved electrical cords are available for purchase at the Port office.
- The Marina is an area where electrical shock hazards can occur. It is the Tenant's responsibility to insure that electrical safety is maintained on and around their vessel.

Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. NO SWIMMING is allowed in the Marina.

- The Marina's main electrical system is designed to cut the power supply to an individual dock if a low level ground fault is detected. It is critical that each Tenant maintain their vessel's electrical system and connection to the dock pedestal to insure no ground faults occur. If the Port determines that a vessel has tripped the GFI system, the Tenant responsible for the vessel shall be notified and access to the Marina power supply shall be immediately terminated until the Tenant can demonstrate to the Port's satisfaction that the ground fault hazard has been resolved and the vessel's electrical system is in good working order. NO EXCEPTIONS.

Garbage/Recycling

- Garbage and recycling receptacles are available at or near the Marina gate for use by Marina Tenants only.
- See "Fees" section regarding the annual garbage charge.
- Garbage or other refuse of any type must always be placed in appropriate containers. It may not be left at the Tenant's slip or on the walkways. Receptacles are not intended for disposal of personal belongings brought from home.
- It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.

Subleasing

- Annual tenants, in good standing for a minimum of 12 months, may be allowed to sublease their slip to another boat owner based on the following Sublease Policy:

❖ Tenant Responsibility

- Tenant must notify Port of boat absence of more than 30 days.
- Tenant must complete and return a signed Moorage Sublease Authorization and Agreement form available at the Port office.
- To expedite a short-term sublease, the tenant may offer the name of a person they would like to sublease to; otherwise, the sublease will be offered to a Wait List person.
- Tenant must maintain their required insurance policy throughout the duration of the sublease even if boat is not in Tenant's slip.
- Subleases of less than one month will not be considered. The maximum sublease term is a 12 month period subject to Port approval. The Tenant's boat is otherwise expected to occupy the slip. Subject to Port approval, a sublease may be approved for an additional 12 months if special circumstances exist such as an extended voyage. To obtain the sublease extension, the tenant must submit a written request detailing the need for an extension prior to the end of

the 12-month term and must submit payment in advance prior to the start of the extended term. A sublease for an extended term may be offered to a Wait List person at the Port's discretion.

- Tenant shall be responsible for any payment of slip rate or utility fees not made by the Sublessee.

❖ **Sublessee Responsibility**

The following actions shall be taken before a Sublessee may occupy a slip:

- Complete and return a signed Moorage Sublease form available at the Port office.
- Secure appropriate insurance coverage and provide proof acceptable to the Port prior to the sublease taking effect. The Port of Hood River shall be the Certificate Holder, be named as Additional Insured and have the right to receive written notice prior to cancellation.
- Pay an administrative fee of \$50 to the Port with the completed Moorage Sublease form for approval.
- Submit a payment in full for the term of the sublease, including the minimum utility fees. (Because the Tenant has paid the Special Assessment fee in their annual moorage payment, the sublessee is paying for the pro-rata share of moorage only.) If the electrical usage is more than \$5/month the actual cost will be billed. If a sublease carries over from one calendar year to the next, a moorage rate adjustment will be invoiced when rates are determined for the next calendar year. The payment shall be for moorage only (as the tenant has paid the Special Assessment fee in their annual moorage payment).

Thereafter, the Sublessee shall:

- Submit payments for each month of the Sublease term for accessory motorized watercraft.
- Comply with the Moorage Rules and Regulations. Any violation of the Moorage Rules and Regulations is cause for termination of the Sublessee's moorage rights.
- Second-party subleasing is prohibited.

❖ **Port Responsibility**

The Port shall:

- Verify Tenant's account is in good standing and that Tenant and the Sublessee qualifies for consideration of a Moorage sublease.
- Approve or deny the sublease request within ten (10) calendar days following submission to Port offices.
- Verify legitimate occupancy of slip by authorized Sublessee after sublease takes effect.

- Provide Sublessee with Marina access after Port approval and issue key cards.
- Credit to Tenant's moorage account one-half (50%) of the moorage amount collected by Port from the Sublessee, provided total credit shall not exceed Tenant's moorage payable for a one year moorage term.
- Notify Tenant of end of authorized Sublease period.
- Notify Port Wait List persons of potential subleases available.

Slip Transfers

- If a Tenant sells their boat and boat is not replaced by the Tenant with a boat acceptable to the Port, Tenant's moorage term will terminate, provided the Port may allow the party who buys the Tenant's boat to lease the slip for a maximum of 6 months. The new owner may be added to the Wait List for a \$100 non-refundable administrative fee if they so choose. No later than 6 months after the purchase of Tenant's boat, the new owner will need to find other accommodations.
- Once the new owner vacates the slip, the slip will be offered to the next person on the Wait List UNLESS the vacated slip is a "Betterment" move; i.e. an eastside slip. A tenant would then be offered the Betterment move and the slip that then opens will be offered to the next person on the Wait List.

Termination

- A Tenant who wishes to voluntarily terminate their moorage tenancy before the end of the term shall notify the Port in writing not less than 60 days prior to the Tenant's proposed termination date. After a termination request is received, the Port shall attempt to re-lease the slip for the remainder of the term to someone else. The Tenant will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for two full calendar months following the month in which notification is received by the Port. After that date, or if another boat owner agrees to execute a lease for the Tenant's slip and signs and provides lease documents satisfactory to the Port, the Tenant's lease shall be terminated and the Tenant shall receive a prorated refund of prepaid moorage from the date that a new tenant occupies the slip or three months after the Tenant's written termination notice is received by the Port, whichever is earlier. The Special Assessment is not refunded due to the Tenant already having received the benefit of the capital improvement.
- Tenants selling boats do not have the authority to transfer moorage slips, key cards, or annual payments to new owners. "For Sale" signs may be posted in the bulletin board at the ramp gate.
- If the moorage agreement is terminated because the Tenant is in default the Tenant will receive written notification via email and/or US Postal service mail sent to the address stated in the Moorage Agreement.

Defaults

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

Unauthorized Moorage

- No boats shall be docked adjacent to a Marina boathouse. Moorage for extra boats may be arranged through the Port office, in the Port's discretion
- If a boat, boathouse or floatplane is moored in the Marina without Port permission or the owner has refused or failed to sign a moorage rental agreement acceptable to the Port, the boat, boathouse or floatplane shall be subject to immediate eviction. The owner shall be responsible to comply with all Port Marina Moorage Rules and Regulations during occupancy, be liable for moorage rental charges based on the monthly moorage rate, and may, in the Port's discretion, be charged fees a Marina moorage tenant would be responsible to pay, and be required to pay for any damages caused to the Port marina.

The boat, boathouse or floatplane and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the Marina or elsewhere, until all charges then owing and all charges which shall thereafter accrue are fully paid and all violations of Port moorage rules and regulations are cured. These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.

Wait List

- A \$100 administrative fee is charged to be on a moorage Wait List. This fee is non-refundable and not applied to moorage. A separate administrative fee shall be paid to be on multiple lists. Updated Wait Lists are posted on the Port of Hood River website.
- Port staff will notify Wait List persons of potential slips that are available for lease. The slip will be offered to the top three names on the Wait List concurrently with a deadline of five (5) business days to respond to the offer. The slip will be offered to the respondent listed highest of the three people that were contacted. The other individuals will maintain their current standing on the Wait List. If a Wait List person is contacted but is non-responsive, they will maintain their current standing on the Wait List. However, if a second offer is made within a 12-month period and the Wait List person is non-responsive or declines the offer, their name will be removed from the Wait List.
- When a slip becomes available for sublease for a period not to exceed 12 months, the Port will notify Wait List persons. If, however, a Tenant has identified a boater who meets all sublease requirements, this person will have priority over the Wait List.
- In the case of a person who has been on the moorage Wait List, the prospective Tenant will be given thirty (30) days to purchase a boat to be placed in the slip or provide proof that a purchase transaction is pending and will be completed within thirty (30) days. If the thirty (30) day requirement is not met and the prospective Tenant would like to remain on the Wait List, his or her name will be moved to the bottom of the list.
- In the case of a person who has been on the moorage Wait List who is offered a slip and declines more than one (1) time in a 12 month period, that person will be required to pay another Wait List fee to remain on the list. His or her name will be moved to the bottom of the list.

Waiver

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

CLEAN MARINA BEST MANAGEMENT PRACTICES [new]

ENGINES AND BILGES

- Use absorbent bilge pads or socks to soak up oil and fuel
- Recycle and/or dispose of petroleum products properly
- Dispose of used oil filters properly and make sure they are thoroughly drained
- Do not discharge bilge water if there is a sheen to it
- Do not dispose of any fuels or used oil in the marina's dumpsters
- Contact the Moorage office for the nearest oil recycling locations

PAINTING AND VARNISHING

- It is prohibited to do any in-water hull scraping or any process that occurs underwater which removes paint from the boat hull
- Limit the amount of open solvents or paints on dock to one gallon or less
- Always mix paints and epoxy over a tarp
- Always use a drip pan and/or drop cloth (tarp) when painting
- Spray painting is not allowed within the marina
- Do not dispose of paints or solvents in the marina's dumpster

SURFACE PREPARATION

- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps
- Liberally use tarps to capture all scrapings, debris and drips or use a vacuum sander
- Stretch tarps between the side of the boat and the dock when working over the water

SEWAGE

- Untreated sewage should never be discharged directly overboard
- Store sewage in holding tanks and dispose of properly at pump-out stations
- Ensure Marine Sanitation Devices (MSD's) Type I and II systems are working properly and discharge the treated waste only when your boat is underway (in coastal waters and rivers navigable from the ocean). Do not discharge any MSD while moored in the marina or at any time on inland lakes and reservoirs.
- Type III MSD's are NOT treatment systems; they are only holding tanks and are always required to use pump-out stations
- Use shore-side facilities as often as possible

SOLID WASTE DISPOSAL

- Pets must remain on a leash at all times and immediately pick up after your pet and dispose of the waste in a garbage receptacle
- All solid fish waste must be disposed of into garbage receptacles as it is illegal to dispose of fish carcasses in Oregon waterways
- Dispose of all garbage in the proper shore-side receptacles
- Recycle all plastics, newspapers, cardboard and aluminum in appropriate receptacles

* No open burning is allowed in the marina from petroleum-containing waste or garbage that would generate black smoke or noxious fumes.

ALL HAZARDOUS WASTE MUST BE DISPOSED OF PROPERLY. CONTACT THE MARINA OFFICE FOR MORE INFORMATION AT: (541) 386-1645

Thank you for helping us to protect the environment and keep a clean and enjoyable facility!

Commission Memo

Prepared by: Fred Kowell
Date: January 26, 2016
Re: Toll Booth System Application Upgrade



Since October 2014, the Port has used HDR's Dennis Switaj to provide the Port with a tolling system application and a company to provide tolling support services that would be in the Port's budget. HDR was able to provide the Port with PSquare, who has turned out thus far to be exactly what the Port needs.

Under Task #4 of the HDR master agreement is the professional oversight for the tolling system upgrade. This contract will provide the project oversight of the tolling system project as well as support on the business rules that need to be developed for the new system that will take into account the future functionality of the new system.

The attached contract with HDR proposes this scope of work which will not exceed \$25,000, but will be billed based upon progress to date.

RECOMMENDATION: Approve the contract with HDR for professional services related to the upgrade of the tolling system, not to exceed \$25,000.

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TASK ORDER 04
SCOPE OF SERVICES
for
ELECTRONIC TOLLING SYSTEMS UPGRADE SUPPORT

Amendment No. 1

January 22, 2016

This Task Order Amendment No. 1 pertains to a **Personal Services Master Service Agreement**, (“Agreement”) by and between **Port of Hood River**, (“Port”), and **HDR Engineering, Inc.** (“Consultant”), dated June 16, 2015 (“the Agreement”). Engineer shall perform Services on the project described below as provided herein and in the Agreement. This Task Order Amendment shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order Amendment shall supplement the original Task Order and Agreement as it pertains to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port is in the process of upgrading its current toll collection system due to concern that the original developers will soon be unavailable to maintain the software and also due to the obsolescence of the Windows XP operating system which is the foundation of the current system. The upgrade includes system hardware and software similar in functionality to what is in operation today. In addition, over the life of the current system operation, the Port has identified functions and features, such as a transition to multi-protocol sticker-style transponders, a violation processing system, and a web portal, that may be beneficial to include in the next upgrade cycle.

The Port has procured P-Square Solutions LLC to migrate the existing system to a new platform from Windows XP, provide ongoing system support, install a web portal, install lane controllers that will communicate with a multi-protocol transponders/readers, and install functionality for violation processing in the current application that in a later phase can be operational with hardware technology that has yet to be determined. This contract will provide project management when requested and to develop business rules for the new system application that will be implemented. This upgrade support will be warranted and the Port wants to take advantage of the specialized expertise for quality control over the project management and include the business rules to make the efficient transition to the new system.

PART 2.0 SCOPE OF SERVICES

Task 1: Tolling Systems Upgrade Support

The Consultant shall perform the following additional tasks, within the authorized fee amount, and as requested by the Port project manager:

- Discuss with other equipment manufacturers the in-lane equipment replacement.
- Prepare and assist the Port in the development of business rules.
- Contact and work with equipment manufacturers and Port staff to determine the right equipment for the in-lane replacement.

- Liaison between the Port and vendor on the project: communicate Port needs and manage project specific risks, changes, and other project issues as they surface.
- Advise the Port on all tolling technology upgrade and compatibility issues.
- Other Port requests specific to tolling as they surface on a limited basis.

Assumptions

The following assumptions are made:

- All deliverables shall be electronic in MS Word and/or PDF format.
- Consultant's tolling expert will not attend additional onsite meetings with the Port and Commissioner's meeting.
- Meetings will be held via phone conference.
- Electronic copies or hard copies of Tolling Systems Vendor submissions shall be made available by Port.
- The total level of effort for this Task Order is those services requested by the Port for the efforts shown herein, up to the not-to-exceed budget, after which the Port and Consultant may agree on the need for support. All services listed herein may not be part of the services provided up to the not-to-exceed budget.

Deliverables

The following items shall be delivered to the Port:

- Summary notes for key correspondence with tolling vendor(s) in e-mail format
- Written components of business rules delivered in electronic format

Task 2: Project Management & Administration

The Consultant shall provide additional project management and contract administration for the services provided by the Consultant including project setup, invoicing and progress reports, client coordination, quality control reviews of deliverables. Consultant shall:

- Provide progress reports to the Port for each activity and identify budget status and tasks performed to date during the billing period. Schedule updates shall be provided with month progress reports;
- Correspond with owner regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port;

Deliverables

The following items shall be delivered to the Port:

- Invoices and progress reports

PART 3.0 PORT'S RESPONSIBILITIES:

Port shall provide the documents noted above and be available for a mutually agreed upon time for the site visit.

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by June 30, 2016. Notice to proceed to Consultant is assumed to be not later than January 31, 2016.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order Amendment No. 1 shall be a not-to-exceed amount of \$25,000, and the total fees for labor and expenses for the Task Order including the Amendment No. 1 shall be \$50,000, billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.88. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

PART 6.0 OTHER:

None

This Task Order is executed this _____ day of _____, 20__.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: _____

NAME: David C. Moyano

TITLE: _____

TITLE: Vice President

ADDRESS: _____

ADDRESS: 1001 SW 5th Ave
Suite 1800
Portland, OR 97204

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Commission Memo



Prepared by: Michael McElwee
Date: January 26, 2016
Re: Haglund Kelley Agreement

After the initial reports of concrete damage on Pier 12 and impacts to the lift span, the Port contacted the U.S. Coast Guard (USCG) and requested that a preliminary investigation be pursued to identify a potential responsible party. Once it became apparent that the USCG would be unable to pursue an investigation without a named vessel and allision date, Port staff contacted the firm of Haglund Kelley, LLP (Haglund) to initiate such an investigation.

Haglund has significant and substantive experience in maritime law and litigation and is widely considered an expert in these areas. Since October 2015, the Haglund firm has provided excellent service to the Port and has been an effective advocate. Further work will be needed in regards to a continuing investigation and a possible insurance claim.

The attached agreement acts as a contract and formalizes the Port's relationship with Haglund. At this time, it is not certain how long the Port will need the firm's services; however, tasks recommended will be reviewed by staff before they are carried out. Currently, Haglund is subcontracting for an initial forensic engineering evaluation of the lift span damage and continuing to investigate possible allision vessel candidates.

Currently, the Port's insurance carrier, ACE, has agreed to pay for Haglund's services up to November 5, 2015.

RECOMMENDATION: Authorize Agreement with Haglund Kelly, LLP for legal services associated with the suspected allision with the Hood River Toll Bridge.

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January 22, 2016

Hood River Port Commission
c/o Michael S. McElwee, Executive Director
1000 E. Port Marina Drive
Hood River, OR 97031
MmcElwee@portofhoodriver.com

Re: Letter Fee Agreement/Suspected Allision

Dear Executive Director McElwee:

We write you to confirm and memorialize the basic terms of the Port of Hood River's engagement of our firm. Our work involves assisting the Port with its investigation of a suspected allision at Pier 12 of the Hood River Bridge and the Port's interaction with its insurance carrier concerning coverage for and investigation of the suspected allision.

Our hourly rates for work performed by attorneys and law clerks range from \$350 to \$150. The attorneys we expect will perform most of the work on this case are Michael Haglund (\$350/hr) and Michael Neff (\$300/hr). As with all clients, we will bill for time expended charged by fractions of an hour to the nearest one-tenth. Haglund Kelley LLP will charge the Port for the following services: consultations and telephone calls with Port employees or attorneys; consultations with witnesses, other lawyers, representatives of the Port's insurance carrier, or other persons associated with the allision investigation and insurance coverage issues; legal research; drafting and preparing legal documents and letters; travel time; investigation; and all other necessary services. If the matter eventually requires litigation, work involved with litigation activities also will be billed.

Haglund Kelley LLP agrees to provide conscientious, competent, and diligent services, and will seek to achieve a resolution that is just and reasonable on behalf of the Port of Hood River. The point of contact for Haglund Kelley LLP with the Port of Hood River shall be Executive Director Michael McElwee.

Haglund Kelley LLP will bill the Port for costs incurred in carrying out the work described above, including photocopying, long distance telephone calls, overnight postage costs, and mileage fees. If litigation becomes necessary, these costs may include filing fees, service fees, court reporter fees, and trial court fees.

Hood River Port Commission
c/o Michael S. McElwee, Executive Director
January January 22, 2016
Page 2

Haglund Kelley LLP will send **monthly** statements specifying the services rendered, the amount of fees for services rendered, and costs incurred. If a balance is owing, that sum is due on billing. A late payment charge of 1% a month applies to any fees for costs not paid within 60 days of billing.

Haglund Kelley LLP will discuss, on a monthly basis or more frequently if necessary, future recommended legal work and confirm approval of this work by Executive Director McElwee. With prior approval of Executive Director McElwee, consultants (such as forensic engineers and marine surveyors) may be retained when necessary. Billing for services of retained consultants shall be sent to Haglund Kelley LLP and shall be passed through by Haglund Kelley LLP to the Port of Hood River without markup.

Client will receive copies of all correspondence sent or received by Haglund Kelley LLP in representing the Port of Hood River in this matter. The Port of Hood River may request copies of other documents, including legal research.

This agreement is subject to termination by either Haglund Kelley LLP or the Port of Hood River upon written notification. Upon termination by either party, the Port of Hood River agrees to pay all fees and costs then due and owing for work already performed by Haglund Kelley LLP, including work performed but not yet invoiced.

Any modification of this agreement will be binding only if made in writing and signed by both parties. Both the Port of Hood River and Haglund Kelley LLP acknowledge that prior to the date of this letter agreement that legal services have been provided to the Port of Hood River by Haglund Kelley LLP and that any amount owing by the Port of Hood River for this previous work remains owing and shall be paid by the Port of Hood River to Haglund Kelley LLP.

Port of Hood River

Michael G. Neff
Haglund Kelley LLP

cc: **Genevieve Scholl**



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Portland, Oregon 97201-5771

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Michae
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Shay S.
Julie A. Weis
Christopher Lundberg
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Shenoa L. Payne
Sara Ghafouri

LeRoy W. Wilder
Retired

January 21, 2016

Hood River Port Commission
c/o Michael S. McElwee, Executive Director
1000 E. Port Marina Drive
Hood River, OR 97031
Mmcelwee@portofhoodriver.com

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Hood River Port Commission
c/o Michael S. McElwee, Executive Director
January January 21, 2016
Page 2

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Port of Hood River



Michael G. Neff
Haglund Kelley LLP

cc: Genevieve Scholl

