



**PORT OF HOOD RIVER COMMISSION  
AGENDA**

**Tuesday, February 18, 2025**

**Port Conference Room**

1000 E. Port Marina Drive, Hood River

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

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1. **Call to Order** – 5:00 PM
  - a. Modifications, Additions to Agenda
  - b. Public Comment (5 minutes per person per subject; 30-minute limit)
    1. Marina Park & Measure 14-3 – Brian Robb (*Written Comment, Pg. 3*)
    2. Odell Mini Storage – Don Lariza (*Written Comment, Pg. 7*)
2. **Consent Agenda**
  - a. Approve Minutes from January 21, 2025 Regular Session (*P. Rosas, Pg. 9*)
  - b. Approve Res. No. 2024-25-18, Updating Tolling Policy, and Approve Res. No. 2024-25-19, Updating BreezeBy Terms & Conditions (*D. Smith-Wagar, Pg. 13*)
  - c. Approve Res. No. 2024-25-20 Appointing Bonifacio Romero to the Budget Committee (*D. Smith-Wagar, Pg. 31*)
  - d. Approve Contract with Boly:Welch for Temporary Administrative Support (*D. Smith-Wagar, Pg. 35*)
  - e. Approve Res. No. 2024-25-21 to Dissolve Waterfront and Marina Committees (*D. Stafford, Pg. 51*)
  - f. Authorize Negotiations with BMS for Invoice Printing and Mailing Services (*D. Smith-Wagar, Pg. 55*)
  - g. Authorize Letter of Support for USACE Habitat Restoration Funding (*K. Greenwood, Pg. 57*)
  - h. Approve Purchase & Installation from Bob's Glass for Windows in Big 7 Bldg. (*R. Klapprich, Pg. 61*)
  - i. Approve Accounts Payable to Beery, Elsner & Hammond, LLP (*D. Smith-Wagar, Pg. 65*)
3. **Informational Reports**
  - a. Monthly Financial Reports (*D. Smith-Wagar, Pg. 69*)
  - b. Draft Review of Commission By-laws (*K. Greenwood, Pg. 73*)
4. **Presentations & Discussion Items**
  - a. Airport Operational Assessment (*Jeff Renard, Pg. 97*)
  - b. Marina Upland Development Approach (*K. Greenwood, Pg. 125*)
5. **Executive Director Report** (*K. Greenwood, Pg. 127*)
6. **Commissioner, Committee Reports**
7. **Action Items**
  - a. Hood River White Salmon Bridge Authority Request for Financial Assistance (*K. Greenwood, Pg. 155*)
8. **Commission Call/Upcoming Meetings**
  - a. Upcoming Meetings:
    1. Regular Session – March 18, 2025

2. Spring Planning – April 15, 2025, at 1:30 PM, followed by Regular Session
3. Budget Meeting – May 6, 2025, at 1:30 PM
4. Regular Session – May 20, 2025

9. **Confirmation of Commission Directives to Staff**

10. **Executive Session** - None

11. **Possible Action**

12. **Adjourn**

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

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

January 30, 2025

Dear Port of Hood River Executive Director Kevin Greenwood,

Thank you for seeing that this email is forwarded to each commissioner.

I have viewed a presentation by Tom Bacci of Kidder-Matthews at the January 21, 2025, board meeting of the Port of Hood River. I was very concerned about his testimony regarding possible hotel commercial development at Port Marina Park.

I admit feeling quite a bit of deja vu and been there, done that. Back in early 1994, the DM Stevenson Company approached the Port regarding the siting of a hotel adjacent to the Marina. Over the next year and a half, the controversy exploded in the community. I became deeply involved and helped in the formation and operation of a group titled Citizen's for Responsible Waterfront Development, or CRWD.

CRWD spearheaded a citizen initiative named Measure 14-3. On November 7, 1995, the voters of the Port District passed the measure and created a new Port of Hood River Ordinance titled "Port Marina Park Ordinance".

This measure directed the Port of Hood River to protect Port Marina Park from any additional commercial development that was not already present. The area protected extended from the western edge of the Marina Green east to the Columbia River bank to the north of the Port buildings near the bridge entrance. The ordinance specifically states that the undeveloped Portion of Port Marina Park shall be used for public recreational uses. It further directs that existing structures and infrastructures on the developed Portion of Port Marina Park may only be maintained and renovated in accordance with this ordinance.

The removal of the DMV building and the commercial building to the East to create new development is simply not permitted by this ordinance. The siting of a hotel at the edge of the Marina flies in the face of the expressed will of the Port of Hood River constituents and must not be permitted to happen and should not even be considered.

I have attached a copy of the information brochure produced by CRWD concerning the initiative. Included is a map of the area encompassed by the ordinance.

Thank you for your consideration. I am confident that you will act accordingly to protect the wishes of your constituency.

Sincerely,

Brian Robb

[REDACTED]

[REDACTED]

Hood River OR 97031

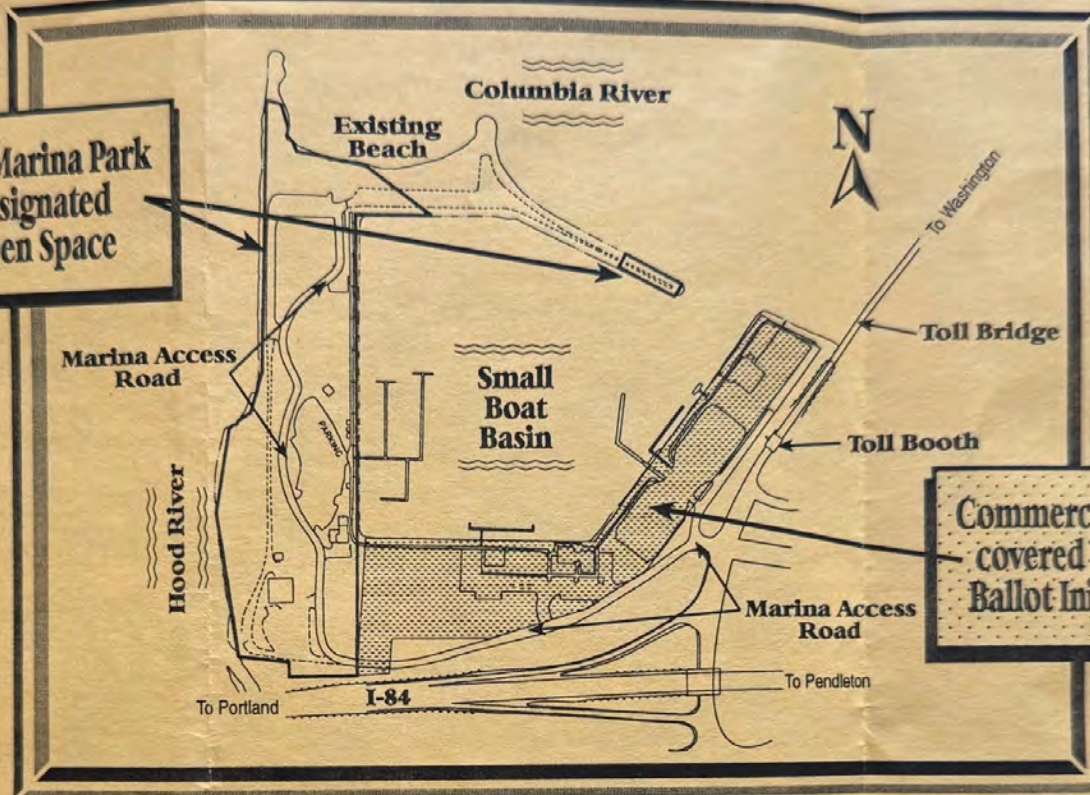
[REDACTED]

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# Port Marina Park

**Port Marina Park designated Open Space**

Port Marina Park "Open Space" area (outlined) is currently used as a small boat basin, swimming beach, windsurfing area, picnic area, museum, walking paths, and parking. This area is not directly affected by the proposed Ballot Initiative explained in this brochure.



The Commercial area (impacted by the initiative) is the shaded portion of Port Marina Park zoned commercial. Current uses include Port & Chamber of Commerce offices, DMV, boat ramp, and several small businesses. Under the initiative the existing structures in this area would not be eliminated but could be maintained and renovated.

**Commercial area covered by the Ballot Initiative**



## What the Initiative Says...

### Title: Port Marina Park Ordinance

Whereas, the people of the Port District of Hood River find that the Port Marina Park is needed for public use, including waterfront recreation, and to protect Port Marina Park from uses inconsistent with public use and waterfront recreation, the people of the Port District of Hood River ordain as follows:

#### Section 1:

(a) "Port Marina Park" means: The real property located east of the Hood River, north of

Interstate 84 and west of the Hood River-White Salmon Highway, in the City of Hood River, County of Hood River and State of Oregon

(b) "Portion of Port Marina Park" means: That property within the Port Marina Park zoned general commercial as shown on the City of Hood River Zoning Map (Rev. 11/6/92).

#### Section 2:

"Public recreational uses" include: wildlife viewing areas, boardwalks, recreational and cultural events, fishing sites, temporary structures which serve recreational uses, swimming

beaches, parks, playgrounds, open space, boat ramps and docks, boat and windsurfing access sites and restrooms.

#### Section 3:

The undeveloped Portion of Port Marina Park shall be used for public recreational uses.

#### Section 4:

Existing structures and infrastructures on the developed Portion of Port Marina Park may be maintained and renovated in accordance with this ordinance.

## The Initiative's Purpose

The Port Marina Park is the area east of the Hood River, north of I-84 and west of the Hood River-White Salmon Highway (road to the bridge).

The initiative will reserve the undeveloped part of the commercially zoned section of Port Marina Park for public recreational uses.

Public recreational uses include the following; wildlife viewing areas, boardwalks, recreational & cultural events, fishing sites, temporary structures which serve recreational uses, swimming beaches, parks, playgrounds, open space, boat ramps & docks, boat & windsurfing access sites and restrooms.

The remainder of Port Marina Park is "Open Space" and the initiative does not affect that area.

## How Can I Help?

Talk to your friends and neighbors. Encourage them to learn about and support this initiative. If you are interested in helping with our efforts, we encourage you to attend our meetings, or the meetings of other action planning committees. Financial help is also needed. If you can help in any way, please contact CRWD. Your assistance will be greatly appreciated.

## Citizens for Responsible Waterfront Development

CRWD is a broad based civic minded group of citizens interested in developing public recreational uses on a portion of the Columbia River Waterfront for future generations.

Two well attended public meetings, sponsored by the group, produced a focus which led to the initiative to ensure these goals. The initiative has been endorsed by approximately 1000 members of our community.

If passed in the November election, this initiative will send a strong statement that members of this community are concerned and want to maintain open space and public river access at Port Marina Park. Please plan to register and vote for this initiative on the November ballot.



## Citizens for Responsible Waterfront Development

Authorized by CRWD  
P.O. Box 1023  
Hood River, Oregon 97031



Citizens for Responsible Waterfront Development

# Marina Ballot Initiative

Some plain talk about the Ballot Initiative regarding development at Port Marina Park

Vote  Yes

To whom it may concern:

My name is Don Lariza and me and my family have been operating Odell Mini Storage at 3385 Stadelman Driver Hood River Oregon 97031 since 1991. The reason for the letter is that it has been brought to my attention the Port of Hood River is deciding whether or not to build a Mini Storage a quarter mile away from the one I'm operating. Some 5-6 years ago I was looking to expand and made a visit with a women that was in charge of the lots at the Port (name escapes me) and she told me the port would only sell me a lot if I employed 5 or more people. After hearing that I stopped inquiring about purchasing any property form the Port since a Mini Storage is only operated by one person. I have real concerns since my Mini Storage location is so close to the one that the Port is considering plus the amount of units that will come to market for all the Storage facilities in the county of Hood River. If the Port does build Mini Storage units it will negatively impact income for Mini Storages that have been in business for so many years. It would be like putting a new Kubota Dealership a quarter mile away from the one already established at the port by the Sheppard family and thinking it wouldn't cause financial concern to them.

I would like the Port to reconsider this path and maybe construct a business that doesn't compete with already established businesses that are in the same field.

Thanks

Don Lariza



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

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### Regular Session

**PRESENT: Commissioners:** Mike Fox, Ben Sheppard, and Tor Bieker. **Staff:** Kevin Greenwood, Debbie Smith-Wagar, Daryl Stafford, Ryan Klapprich, Patty Rosas, **Guests:** Scott Reynier, Columbia River Insurance; Tom Bacci, Kidder Mathews; Jeff Renard, Aviation Management Service; Valori Worth, Toll Collector; Christina Halseth, Former Toll Collector; Rudy Kellner, pFriem; Kelly Wilson, Sum Design; Eric Hoffman, Sum Design.

**ABSENT:** Commissioner Kristi Chapman (excused), and Commissioner Heather Gehring (excused).

**1. CALL TO ORDER:** Commissioner Ben Sheppard called the meeting to order at 5:00 p.m.

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

b. **Public Comment:**

1. **Valori Worth, Port Toll Collector,** inquired about the plan for handling traffic in the summer if toll collectors are not present. She expressed concern that without toll collectors, drivers may stop to figure out how to pay, leading to significant backups. Especially since delays already occur even with toll takers.

**2. CONSENT AGENDA:**

- a. Approve Minutes from the December 17, 2024, Regular Session
- b. Approve 2024 Annual Report of the Board of Commissioners
- c. Approve Job Description for Operations Administrator Position
- d. Approve contract with BBSI for temporary administrative support
- e. Approve accounts payable to Beery, Elsner & Hammond, LLP

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

**Move:** Bieker

**Second:** Fox

**Discussion:** None

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

**Absent:** Chapman and Gehring

**MOTION CARRIED**

**3. INFORMATIONAL REPORTS:**

- a. **Monthly Financial Report** – No discussion.

**4. PRESENTATIONS & DISCUSSION ITEMS:**

- a. **pFriem Yer in Review** – Rudy Kellner, Co-Founder & CEO of pFriem, provided an update on the company's growth and future plans. pFriem is the Port of Hood River's largest revenue-generating tenant and has maintained a strong tenancy for the past 12 years. Kellner highlighted ongoing efforts to assess and implement building upgrades, including replacing doors and bay doors to enhance security and safety. Plans also include expanding restroom capacity, increasing fermentation space, and developing additional outdoor space to support business growth. pFriem continues to collaborate with the Port to ensure a smooth process for these improvements.
- b. **Administration Relocation Criteria** – Kelley Wilson, Sum Design, provided an update on the programming and needs assessment, confirming that the project was on track. He outlined the

final report, due in May, which will include property rankings and summaries of their pros and cons. Wilson emphasized the importance of comparing property types and developing an economic model for cost analysis.

The discussion then shifted to the implications of new bridge construction on staffing and space needs. Wilson highlighted potential changes after the bridge's completion, suggesting separate administrative and maintenance spaces. He recommended maintaining the current space size when searching for a new location. Commissioner Mike Fox proposed using the current building replacement project as a catalyst for future developments, such as a new facility at the airport.

Wilson reviewed the property criteria evaluation. The Commission agreed to continue evaluating properties using a decision matrix, factoring in site characteristics, acquisition considerations, and cost. Commissioners will provide input on the importance of each factor, which staff will compile and analyze and re-submit for Commission review in February.

**5. EXECUTIVE DIRECTOR REPORT:** Executive Director Kevin Greenwood reported that the waterfront parking lot development is progressing, with HRK Engineering potentially presenting in February or March. The Hood River City Council appointed Mayor Paul Blackburn as liaison to the Port, and Commissioner Tor Bieker volunteered to meet with Mayor Blackburn for reciprocal communication. Senator Merkley's Town Hall is upcoming, with Commissioners invited and Commissioner Fox attending. Tom Bacci from Kidder Mathews provided a real estate update, noting interest in leasing the Big 7 building, short-term storage in Odell, and a proposal to install cell structures at the Jensen Building to improve reception for waterfront visitors using the parking app. The Commission reached a consensus for staff to engage with the city on the potential installation. Additionally, two unsolicited discussions for leasing land for a boutique hotel at the marina site have been had, and the Commission requested to review what has been proposed. The Commission also discussed seeking public input on these proposals to ensure transparency. Lastly, Facilities Manager Ryan Klapprich informed the Commission of an incident occurring on the bridge during the meeting.

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

**7. ACTION ITEMS:**

- a. **Approve 2025 SDIS Property/General Liability Insurance Policy** – Debbie Smith-Wagar, Finance Director, discussed the recent increase in liability insurance for the Port, attributing it to a clerical error by SDIS that was corrected this year, leading to a significant increase in premium. Smith-Wagar also mentioned working with Scott Reynier from Columbia River Insurance, their insurance agent, to increase deductibles in an attempt to reduce premiums. A discussion ensued regarding the policy.

**Motion:** Move to approve the SDIS property general liability insurance policy.

**Move:** Bieker

**Second:** Fox

**Discussion:** None

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

**Absent:** Chapman and Gehring

**MOTION CARRIED**

- b. **Approve 2025 CHUBB Bridge Insurance Policy Renewal** – Reynier provided an update on the bridge insurance, highlighting a significant premium reduction offered by CHUBB. However, the coverage was also reduced, particularly regarding lost revenue, where the insurance now only covers one year of lost toll revenue, down from three years. Reynier expressed concern over the

reduction in coverage but noted it was due to factors beyond the Port's control, such as the recent Baltimore bridge collapse. Staff considered other coverage options, but they were much more expensive. The conversation also touched on the potential catastrophic risk to the bridge, which could lead to significant financial pressure on the Port.

**Motion:** Move to approve the 2025 CHUBB bridge insurance policy renewal in the amount of \$229,812.63.

**Move:** Bieker

**Second:** Fox

**Discussion:** None

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

**Absent:** Chapman and Gehring

**MOTION CARRIED**

- c. **Approve Permanent Tollbooth Closure** – Smith-Wagar discussed the potential closure of the tollbooth, which was initially raised by the Commission and aligned with the Port's ongoing evaluation of cost-saving measures due to a decline in traffic and rising costs. It was estimated that closing the tollbooth could save the Port around \$100,000 annually. The plan involves replacing signage to clearly communicate the switch to all-electronic tolling. While challenges are anticipated, particularly with drivers not reading the signs, the shift aligns with the broader trend toward electronic tolling systems worldwide. Smith-Wagar also discussed severance packages for tollbooth employees and measures to mitigate potential traffic queuing issues, including increased signage and possible staff presence during peak periods.

**Motion:** Move to approve Resolution No. 2024-25-17 for the permanent closure of the tollbooth and transition to all electronic tolling, effective April 1, 2025, including the severance package and support measures for affected employees.

**Move:** Fox

**Second:** Bieker

**Discussion:** None

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

**Absent:** Chapman and Gehring

**MOTION CARRIED**

- d. **Approve RFP for Invoice Printing and Mailing Services** – Smith-Wagar discussed the need for an external mailing service to handle the high volume of toll invoices, particularly during peak summer months when up to 20,000 invoices per week may be processed. Given the equipment and staffing requirements, an in-house solution would be costly and inefficient. Instead, staff intends to issue a Request for Proposals (RFP) for mailing services, seeking vendors experienced in large-scale invoice processing, including automated printing, folding, and pre-sorting for postal discounts.

**Motion:** Move to approve the RFP for invoice and mailing services.

**Move:** Bieker

**Second:** Fox

**Discussion:** None

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

**Absent:** Chapman and Gehring

**MOTION CARRIED**

- 8. **COMMISSION CALL:** None
- 9. **UPCOMING MEETINGS:** No Discussion
- 10. **CONFIRMATION OF DIRECTIVES:**
  - a. Staff to follow through on process for reviewing proposals for a boutique hotel at the Marina site.
- 11. **ADJOURN:** The meeting was adjourned at 6:52 p.m.

**ATTEST:**

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

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

# Commission Memo



Prepared by: Debbie Smith-Wagar  
Date: February 18, 2025  
Re: Tolling Policy & BreezeBy Terms and Conditions

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With the closing of the toll booth the Port's tolling policy and BreezeBy terms and conditions need to be updated to reflect the changes this will bring. For the tolling policy, the changes were to remove any references to the toll booth and note that early payments are extended from 7 to 14 days. Early payments allow non-BreezeBy customers to pay before an invoice is sent out and save the administrative fee. The administrative fee is added if the Port has to process an invoice and is designed to recover the cost of sending the invoice.

For the BreezeBy terms and conditions, all references to the toll booth were removed, and the language surrounding the lights at the toll booth was changed. Until April 1<sup>st</sup>, BreezeBy customers will see a yellow light if their account balance is less than \$10 and a red light if their account balance drops below zero. Starting April 1<sup>st</sup>, BreezeBy customers will only see a yellow light, indicating they have a low or negative balance. The red light has always caused some confusion, and in an effort to keep traffic flowing staff is recommending removing the red light. Also, the early payment option is in the terms and conditions for BreezeBy customers whose accounts go negative, so it was also updated to reflect that customers now have 14 days to pay their tolls before an administrative fee is added.

**RECOMMENDATION:** MOTION to approve Resolution No. 2024-25-18, adopting the updated tolling policies, and Resolution No. 2024-25-19, adopting the updated BreezeBy terms and conditions.

**ATTACHMENTS:**

- Resolution No. 2024-25-18
- Updated Tolling Policy
- Resolution No. 2024-25-19
- Updated BreezeBy Terms and Conditions

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**PORT OF HOOD RIVER**  
Resolution No. 2024-25-18

**A RESOLUTION ADOPTING UPDATED TOLLING POLICIES**

**WHEREAS**, the Hood River-White Salmon Interstate Bridge (“Bridge”) is a critical transportation facility in the Mid-Columbia Region, and the Port of Hood River (“Port”) must manager, maintain, inspect, and operate the Bridge in a safe manner for the long-term use of residents, visitors, and businesses ; AND

**WHEREAS**, the Bridge has a variety of users and other interested parties; AND

**WHEREAS**, the Board of Commissioners adopted a toll policy in March 2024; AND

**WHEREAS**, there will be some changes to the policy to reflect closing the toll booth effective April 1, 2025; NOW THEREFORE

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

The updated Tolling Policy contained in Exhibit A is adopted effective April 1, 2025. Resolution 2023-24-13 is rescinded and replaced by this resolution.

Adopted by the Board of Commissioners of the Port of Hood River on this 18th day of February 2025.

**SIGNED**

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Kristi Chapman, President

**ATTEST**

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Michael Fox, Secretary

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## **PORT OF HOOD RIVER TOLLING POLICY**

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### **PURPOSE**

The Tolling Policy articulates the policies, goals, and major objectives which will guide the Port in its tolling responsibilities until the new Hood River White Salmon Bridge is open and operating, and the current bridge is decommissioned. The new bridge will be owned by a separate legal entity.

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### **Policy**

The Port of Hood River Board of Commissioners sets the toll rates and toll policy for the Hood River White Salmon Interstate Bridge. Toll rates are adjusted as necessary to cover maintenance and other costs as determined by the Port.

In prior years the Port has used excess toll revenue to fund other activities within the Port, such as economic development and parks and recreation. In April 2023 the Commissioners passed Resolution No. 2022-23-14 that declares by June 30, 2026, all toll revenue must be utilized for operations, maintenance, capital repairs, and replacement of the existing bridge. Previous resolutions had already dedicated incremental toll increases in 1994, 2011, and 2018 to be used exclusively for bridge activities.

Toll rates are included in resolutions implementing the toll increases. Resolutions implementing toll increases should give sufficient notification time between the time the resolution is passed and when the toll increase will take effect.

Toll rates are reviewed annually during the budget process.

### **Payment Options**

The Port accepts cash, checks, and credit cards for payment of tolls. In assessing tolls, the Port has several programs available.

BreezeBy is the trademarked name of the Port's electronic tolling system. BreezeBy customers typically affix a transponder to the windshield of their vehicle. BreezeBy accounts can be set up online or by visiting the Port office. A complete set of BreezeBy Terms and Conditions is available on the Port website at [BreezeBy Terms and Conditions - Port of Hood River](#). The toll rates for BreezeBy customers is lower than the cash toll rates to provide frequent users with a discount and to reflect the lower costs of operating the electronic system.

For customers who do not have a BreezeBy account, the Port uses all electronic tolling (AET).

AET uses cameras to take a picture of the license plate as the vehicle crosses the bridge to use in the Port's license plate recognition (LPR) process. If the license plate is registered to a BreezeBy account, the BreezeBy account is charged for the crossing. If the plate is not registered to a BreezeBy account, the system will look up the plate in the Department of Motor Vehicles (DMV) records and obtain the mailing

address associated with the license plate. The license plate photo is reviewed by Port staff for accuracy. Invoices are mailed to the address on record for the license plate. A processing fee is added on to the toll to cover the cost of preparing and mailing an invoice.

Customers can avoid the processing fee by paying their toll within 14 days of crossing the bridge. Customers may also prepay AET transactions by going to the Port's website, stopping by the Port office, or mailing payments to the Port.

Late fees are assessed after the 2<sup>nd</sup> notice is mailed.

The Port office has a drop box near the front door for customers to drop off payments when the Port office is not open.

### **Past Due Process**

Invoices are mailed out and due in 30 days. If not paid by the due date, a late fee is added and a late notice is mailed. If the invoice is not paid within 30 days of the late notice date, the invoice will be sent to collections. For Oregon vehicles, a registration hold may be placed on your vehicle and the registration cannot be renewed until the invoice is paid.

### **Exemptions**

All vehicles must pay a toll unless listed as exempt in this section. Exemptions:

- Vehicles with members or employees of federally recognized Tribes or Columbia River Inter-Tribal Fish Commission – enrollment card or employee badge required. Members should have transponders installed.
- Emergency response vehicles responding to an emergency or providing mutual aid.
- Emergency responders – Fire and Police departments may request transponders from the Port and will not be charged when crossing the bridge on official business.
- Active-duty military are exempt if crossing to report for duty – order papers need to be provided to validate reason for crossing.
- Public Transit systems – buses and transportation vans should have transponders installed.

In addition to the above exemptions, the Port may choose to waive tolls in emergency situations, such as facilitating evacuations in the case of a wildfire and facilitating traffic flow if Highway 84 in Oregon or SR 14 in Washington is closed. Tolls may be waived in one direction only depending on the traffic situation. The Executive Director or their designee has the ability to make decisions regarding toll waivers in emergency situations. The Port may have contracts in place with state departments of transportation to waive tolls in certain situations.

Questions regarding exemptions should be directed to the Port Finance Director.

### **Disputes**

Disputes can be initiated by filling out the form on the back of the invoice, using a form on the Port's website, or by calling the Port office. Initial disputes will be addressed by front office staff. If the customer is not satisfied with the front office staff decision, they can request the Office Manager to review the

decision. If they are not satisfied with the Office Manager decision, it can be appealed to the Finance Director. If they are not satisfied with the Finance Director decision, it can be appealed to the Executive Director whose decision will be final.

### **Background**

Information from various resolutions are included in this policy. Some of the resolutions are as follows:

Resolution 2024-25-17: Tollbooth closure

Resolution 2023-24-13: Adopting a toll policy

Resolution 2022-23-19: Implementing all electronic tolling for certain hours on the bridge.

Resolution 2022-23-14: Establishing a tolling revenue use policy

Resolution 2022-23-11: Establishing a tolling revenue use policy

Resolution 2022-23-8: Toll Waiver to all federally recognized tribes and the Columbia River Inter-Tribal Fish Commission

Resolution 2022-23-7: Toll Waiver Warm Springs

Resolution 2022-23-6: Toll Waiver Umatilla

Resolution 2022-23-4: Approving changes to video toll billing cycle timeline

### **Responsibility**

The Finance Director manages the toll policy with oversight from the Executive Director.

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**PORT OF HOOD RIVER**  
Resolution No. 2024-25-19

**A RESOLUTION ADOPTING UPDATED BREEZEBY TERMS AND CONDITIONS**

**WHEREAS**, the Hood River-White Salmon Interstate Bridge (“Bridge”) is a critical transportation facility in the Mid-Columbia Region, and the Port of Hood River (“Port”) must manager, maintain, inspect, and operate the Bridge in a safe manner for the long-term use of residents, visitors, and businesses ; AND

**WHEREAS**, the Bridge uses an electronic tolling system called BreezeBy which provides an efficient method of collecting tolls, assists in moving traffic, counting traffic, and determining the types of vehicles crossing the bridge, and provides an accounting to such user; AND

**WHEREAS**, the BreezeBy system provides the Terms and Conditions as an agreement between the Port and the user of the BreezeBy system in crossing the bridge, and outlines the responsibilities of the customer; AND

**WHEREAS**, the benefits to the BreezeBy customer include having a discounted toll rate, efficient method of crossing the bridge, and an accounting of the cost of crossings; AND

**WHEREAS**, there will be some changes to the terms and conditions to reflect closing the toll booth effective April 1, 2025; NOW THEREFORE

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

The updated BreezeBy Terms and Conditions contained in Exhibit A are adopted effective April 1, 2025. Resolution 2023-24-11 is rescinded and replaced by this resolution.

Adopted by the Board of Commissioners of the Port of Hood River this 18th day of February 2025.

**SIGNED**

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

**ATTEST**

\_\_\_\_\_  
Mike Fox, Secretary

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**Port of Hood River *BreezeBy*  
Personal/Business Account Terms and Conditions  
Effective April 1, 2025**

**These Terms and Conditions, together with your application, constitute the Port of Hood River (“Port”) *BreezeBy* Customer Agreement (“Agreement”) made and entered into by and between you (“Customer”) and the Port under the laws of the State of Oregon. Nothing in this Agreement releases you, the Customer, from civil liability or criminal penalties resulting from failure to abide by applicable Oregon State laws and regulations.**

**Agreement**

Subject to the terms of this Agreement, the Customer will incur a *BreezeBy* toll charge for each use of the *BreezeBy* facility and the Port agrees to provide the Customer with one transponder per household, business and/or address at no charge; cost for additional transponders depends on the type of transponder selected; to be used at those locations accepting *BreezeBy* electronic toll payment. Failure to pay tolls may result in additional penalties provided by law. Further, by completing the Application, making a payment into your *BreezeBy* account, and using the transponder, you agree to the following terms and conditions:

**1.0 Account Information**

Good Standing. To keep your account open and in good standing you must:

- a. Keep current vehicle information, make, model, license plate number and axle count.
- b. Keep current all personal, demographic, and payment information.
- c. Maintain a positive balance for prepaid accounts.
- d. Remain in compliance with all posted speed limits, traffic controls, and safety directives.
- e. You may set up a user name and password to review your account online at [portofhoodriver.com](http://portofhoodriver.com) on the *BreezeBy* Electronic Tolling page.
- f. Statements: You have the option of receiving monthly or quarterly statements. Email or mailed statements are delivered at no charge.

Closure. Your account may be closed when:

- a. Your request to close the account has been received in writing:  
Any remaining balance in a registered account will be refunded, without interest, less any outstanding administrative fees owed. The refund will be by the original method of payment, when possible, and will occur within fifteen (15) days of your account closure request.
- b. The account shows a negative or zero balance:

1. Any negative balance for outstanding tolls and fees must be paid in full immediately or may be subject to collection procedures and legal action by the Port.
- c. There has been no activity for twenty-four (24) consecutive months:
  1. A "Notice of Inactivity" will be sent after eighteen (18) months of inactivity. After twenty-four (24) months of inactivity, the account will be closed. Any remaining balance in a registered account will be refunded via the registered method of payment, without interest and less any outstanding administrative fees. (See section 8.0)
  2. Refund: If your address or payment information filed with the Port is incorrect or has changed and the Port owes you a refund, the Port may hold your refund to pay you in person at the Port office, or upon your request the Port may agree to pay your refund in another manner.

## **2.0 Automatic Account Replenishment**

If you arrange for Automatic Account Replenishment, you agree to the following:

- a. You acknowledge that your signature is required to enroll or terminate your participation in the Automatic Account Replenishment.
- b. You agree to maintain a valid payment method on file with the Port.
- c. Account replenishment can be established by debit or credit card. When your account balance falls below the minimum balance, the account will automatically be replenished for a minimum of \$20, or as otherwise identified on your account application. If your account is negative at the time of replenishment, your account will be replenished for the negative amount plus the amount you have requested as your replenishment amount.
- d. If your automatic payment method is declined or otherwise unable to process, you will see a yellow light as you pass through the toll plaza. This is your notification of failure to replenish. A response is required to avoid charges to the account. If your automatic payment method is declined for more than ten (10) days, your account will be changed to manual replenishment, and your account may be inactivated. You must contact the Port to re-establish automatic replenishment.
- e. The Port may adjust replenishment amounts based on a customer's usage patterns over the prior three (3) months. Prior to such adjustment, customers will be notified by the Port and may contact the Port to decline this replenishment option.
- f. Interest will not be paid on prepaid account balances or deposits.
- g. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance.



### 3.0 Manual Account Replenishment

**Payments may be made via phone** when using a debit or credit card. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance. If you do not choose the Automatic Account Replenishment option, you must maintain and replenish your account and agree to the following:

- a. Payment for replenishment may be by credit or debit card, check, money order, or cash payment made in person at the Port office. **Do not send cash in the mail.** The Port reserves the right to refuse counter or temporary checks. If check payments are returned for insufficient funds, the account holder will be charged a fee of \$25.00 and may be required to replenish their account with certified funds or cash for future transactions and may be liable for statutory damages and Port attorney fees.
- b. If your account falls below \$10.00 you will see a yellow light. If your account balance falls below zero dollars your account will be inactivated.
- c. Manual payments may require 5-7 business days from receipt to process.
- d. Interest will not be paid on prepaid account balances or deposits.

### 4.0 Transponder Usage

- a. Installation. You agree to install, display, and use the transponder in accordance with the instructions provided to you by the Port.
- b. Delivery. *BreezeBy* Account transponders may be picked up at the Port Office at 1000 E. Port Marina Drive, Hood River, Oregon or for those living near Cascade Locks at 427 SW Portage Rd., Cascade Locks, Oregon. *BreezeBy* transponders will become active for use within one hour from the time of issuance.
- c. Speed and Tailgate. *BreezeBy* lanes have gates which the Port may use to control traffic flow. Those gates optimally work at a pass-through speed between 5-10 miles per hour. **Do not exceed this speed or tailgate.** This can interfere with the *BreezeBy* scan, causing you to receive a bill in error, and affect gate control.
- d. Lights. The light should turn green as soon as the transponder signal has been read. A yellow light indicates your balance is below \$10.00; you need to add funds to your account as soon as possible, either by cash, check or credit/debit card or online using the *BreezeBy* app.
- e. Receipts. You understand and agree that you will not receive a receipt for individual transponder transactions.
- f. Charges. You understand and agree that electronic payment via *BreezeBy* will be calculated based on the number of vehicle axles detected by the system in the lanes.
- g. Replacement. If your transponder malfunctions the Port will replace it without charge within three years of being issued unless the transponder is defaced, altered, damaged, or shows other signs of misuse, as determined by the Port. Otherwise, a fee to cover the transponder replacement cost will be assessed.

- h. Lost or Stolen. If your transponder is lost or stolen you must notify the Port immediately, either in person at the Port office, mail, fax, or email to [Frontdesk@portofhoodriver.com](mailto:Frontdesk@portofhoodriver.com). You are responsible for all charges on your account until notification is received by the Port. All transponders will be replaced at cost.

## **5.0 Disputes**

You may contest fees and tolls applied to your account by submitting your dispute to the Port in writing within ninety (90) days of the transaction in question. Disputes will be accepted either in person at the Port office, by mail, fax, or email to [Frontdesk@portofhoodriver.com](mailto:Frontdesk@portofhoodriver.com). If the fee or toll is rescinded or adjusted, your account will be credited. Refunds will be issued to the credit card on file. Refunds will be issued within 30 days of approved request. The Port may deny reimbursement for a credit card charge if the credit card holder has not followed disputed charge procedures required by the cardholder's credit card use agreement.

## **6.0 Video Tolls (Vtoll)**

A Vtoll is a bill for the use of a BreezeBy toll lane when the person fails to pay the required toll either via electronic toll collection or manual payment at the Port office. It may also occur when a BreezeBy customer's account has a negative balance or has insufficient funds.

- a. If a motorist fails to pay at the at the Port office or online, a Video Toll ("VToll") billing process will be initiated. A VToll is a bill of sale of a toll lane use when the motorist fails to pay the required toll either via electronic toll collection or manual payment at the Port office. It may also occur when a Breezeby customer's account has a negative balance or has insufficient funds.
  1. If a vehicle license passes through the toll facility without payment being made either manually or online, or a negative balance in a BreezeBy account, the Vtoll system will transmit a letter/invoice to the registered owner of the vehicle passing through the toll facility, 14 days from the initial occurrence. The customer will have thirty (30) days from the date of the letter/invoice to make payment based upon the methods (i.e., check by mail, phone in payment, online BreezeBy App payment) outlined in the letter. The invoice will have an ancillary fee of \$3 per invoice. The ancillary fee is charged to recover pass-through costs to the Port for the ability to issue an invoice to a customer.
  2. If payment is not received after the thirty (30) day payment period, a second letter/invoice will be issued to the customer, charging a late fee of \$25 in addition to the tolls and ancillary fee outlined in the first letter/invoice.

3. If payment has not been made within 90 days of the original invoice, the account will be transferred to Collections.
4. When an invoice for a vehicle registered in Oregon is sent to Collections, to the extent possible under applicable law, a Hold will be placed on the registration with Oregon DMV. This hold will be removed once payment is made.

## **7.0 Termination**

The Port reserves the right to deactivate any *BreezeBy* account at any time if a Customer is in violation of the Terms & Conditions of this Agreement. These violations include but are not limited to misuse of a transponder, excessive speed, tailgating, and continued use of the bridge without payment. The Port may agree or refuse to reactivate a suspended account at the Port's discretion. Use of a *BreezeBy* transponder on a suspended or terminated account may result in the Account Holder being subject to civil penalties and/or criminal prosecution for toll evasion.

You may suspend your account by notifying the Port by email or in writing. You must also notify the Port by email or in writing when you wish to reactivate the account.

Either the Port, or you the Customer, may terminate this Agreement at any time and for any reason by written notice to the other party, hand delivered, mailed, or emailed. If your account is terminated, the Port will refund any amount in your account remaining after tolls, costs, and fees have been paid within fifteen (15) days of notification. No refunds may be provided for unregistered accounts.

## **8.0 Administrative and Ancillary Fees**

An administrative fee may be applied under the following circumstances:

- a. After twenty-four (24) consecutive months of no toll activity, your account may be terminated by the Port and assessed a \$10.00 administrative fee. Any remaining funds after the account has been closed will be refunded without interest.
- b. Returned check fee of \$25.00.
- c. Statement Fees –There will be no charge for emailed or mailed statements.
- d. Port administrative fees and charges are subject to change. Current and future administrative fees and charges will be posted at the Port office, online at [portofhoodriver.com](http://portofhoodriver.com), and included with your account statement.
- e. Ancillary fees include fees charged by outside agencies to assist the Port in identifying the registered owners from the license plates crossing the Hood River bridge without payment. The ancillary fee is subject to change but as of this date they are \$3 per crossing.

## **9.0 Amendments**

The Port may periodically update the Terms & Conditions of this Agreement. You will receive notice of any such changes via email, on your account statement, and/or at the Port Office upon request. Notices will also be posted on the Port website. Use of your transponder beginning ten (10) days after such Port notice is provided shall constitute your agreement to the amended Terms and Conditions of the Agreement.

## **10.0 Liability**

The Port and any other agency using BreezeBy shall have no obligation or liability to the Customer with respect to use or performance of the transponder. The Customer agrees to indemnify and hold the Port, its commissioners, employees and agents, and all other affected agencies, their agents, representatives, and respective employees harmless from and against any damage, loss, cost, expense, injury, or liability relating to, arising from, or as the result of use or the performance of the transponder or as the result of inaccurate customer account information.

## **11.0 Oregon Law**

Oregon law shall govern this Agreement, and all customer activities related to this Agreement. Any legal action filed to interpret or enforce this Agreement shall be filed in Hood River County, Oregon Circuit Court.

## **12.0 Port Notice**

Notice will not be considered received by the Port during non-business hours. Notice may be hand delivered to a Port employee at the Port Office or mailed to the Port Office located at 1000 E. Port Marina Drive, Hood River, Oregon; may be emailed to the Port at [frontdesk@portofhoodriver.com](mailto:frontdesk@portofhoodriver.com); or may be faxed to the Port at 541-386-1395 and will be considered received when entered into Port records.

## **Privacy of Information**

The BreezeBy Privacy Policy is subject to the requirements of State and Federal law and may be amended at any time in accordance with applicable statutory requirements. Notice of any changes to this Privacy Policy will be available via email, on your account statement, and/or at the Port office. Notices will also be posted on the web site. Enactment or changes of laws which affect the Port's Privacy Policy will not be considered an amendment which requires customer notice. The Port of Hood River will not sell or share the *BreezeBy* customer list with outside marketers.

The Port will only collect customer information which the Port deems necessary and essential to properly conduct and record transactions, deposits, and fees and to inform Customers of their account status and/or changes to this Agreement.

In addition, the Port may periodically send you via email bridge traffic alerts, including delays due to bridge lifts or maintenance projects and other information relevant to your BreezeBy account.

Information collected by the Port relative to an individual customer's usage will not be released to a third party except under the following circumstances:

- a. In response to a court order for specific information.
- b. At the request of authorized law enforcement officials/agencies in the conduct of criminal investigations.
- c. At the request of the individual account holder with proper identification.
- d. As reasonably necessary to collect unpaid tolls.
- e. Or as otherwise required by law.

## **PORT OF HOOD RIVER PRIVACY POLICY**

This Privacy Policy describes the collection, use and security of the information obtained by the Port of Hood River ("Port") and other Agencies using BreezeBy from users of the *BreezeBy* system for efficient and effective operations of the Electronic Toll Collection System. This policy is consistent with Federal and State laws governing an individual's right to privacy.

### **Personal Information Collected**

Port collects personal information to facilitate enrollment processing, account maintenance and to better serve *BreezeBy* accounts. Examples of personal information include a user's name, address, telephone number, email address, credit card number and expiration date, license plate number or other information that personally identifies a *BreezeBy* user. Port obtains this personal information from applications or other forms submitted to Port. Port may also obtain information about a *BreezeBy* user from other sources, such as the Department of Motor Vehicles ("DMV") to ensure that records are correct and complete.

### **How Personal Information is Used**

Personal information will only be used by the Port for the purpose of administering a *BreezeBy* user's account and managing the *BreezeBy* operations. In the course of administering *BreezeBy* accounts, the Port may disclose personal information to third party service providers for the purpose of operating the *BreezeBy* program (e.g. DMV, courts, credit card account processors or collection agencies); otherwise, personal information will not be disclosed to third parties, except as required by law or ordered by a court of competent jurisdiction. Information about a *BreezeBy* user's use of the Electronic Toll Collection

System, but which does not personally identify a user, may be disclosed to others to generate statistical reports for the purpose of managing the *BreezeBy* operation.

### **Security**

The Port will take commercially reasonable precautions to safeguard personal information through physical, electronic, and procedural means. The Port will treat *BreezeBy* user information confidentially to the extent permitted by applicable law and request third party service providers who receive information from the Port to protect information in the same manner. The Port will require service providers to be in compliance with the PCI industry regulations pertaining to payment card information.

*BreezeBy* users retain the right to review and edit all their personal information pertaining to their accounts, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the Port of Hood River office, 1000 E. Port Marina Drive, Hood River OR 97031 by person, by mail, by fax, or by email. Port may adopt procedures for review of such information, including but not limited to charging a fee for processing requests for access to personal information.

### **Policy Amendments**

The Port reserves the right to amend this Privacy Policy at any time. If the Privacy Policy is amended the revised policy will be posted on the Port website [portofhoodriver.com](http://portofhoodriver.com).

### **Effective Date**

The effective date of this updated Privacy Policy is April 1, 2025.

# Commission Memo



Prepared by: Debbie Smith-Wagar  
Date: February 18, 2025  
Re: Budget Committee Appointment

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The Port is required to appoint a budget committee consisting of five citizen members (an equal number to the number of elected Port commissioners.) On June 30, 2024, one member's term expired. In January staff advertised for the position. An application was received from the existing member expressing interest in continuing to serve on the committee. No other applications were received.

The resolution accompanying this memo would reappoint the member to an additional 3-year term expiring June 30, 2027.

Budget Committee members:

- Position 1: Larry Brown; expires 6/30/2026
- Position 2: John Benton; expires 6/30/2026
- Position 3: Vacant –Bonifacio Romero recommended; expires 6/30/2027
- Position 4: Brian Shortt; expires 6/30/2025
- Position 5: Judy Newman; expires 6/30/2025

**RECOMMENDATION:** MOTION to approve Resolution No. 2024-25-20, appointing Bonifacio Romero to the Budget Committee.

**ATTACHMENTS:**

Resolution No. 2024-25-20

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**PORT OF HOOD RIVER**  
Resolution No. 2024-25-20

**A RESOLUTION APPOINTING A BUDGET COMMITTEE MEMBER**

**WHEREAS**, the Port of Hood River is required under ORS 294.414 to establish a budget committee; AND

**WHEREAS**, one budget committee member's, Bonifacio Romero, term expired June 30, 2024; AND

**WHEREAS**, the budget committee member applied to renew his term after notices were posted soliciting applications to serve; NOW AND THEREFORE,

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

Reappoint Bonifacio Romero to a three-year term expiring June 30, 2027.

Adopted by the Board of Commissioners of the Port of Hood River on this 18<sup>th</sup> day of February 2025.

**SIGNED**

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

**ATTEST**

\_\_\_\_\_  
Mike Fox, Secretary

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# Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director  
Date: February 18, 2025  
Re: Revised Temporary Staffing Services Contract

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On January 21, the Commission approved a contract with BBSI for temporary administrative and seasonal support. However, during legal review, our attorneys and BBSI’s attorneys were unable to reach an agreement on certain contract terms. As a result, we recommend moving forward with Boly:Welch as an alternative provider.

The contract with Boly:Welch has been reviewed by both legal teams, and we are ready to proceed.

**RECOMMENDATION:** MOTION to approve a Contract with Boly:Welch for temporary administrative and seasonal support on an as-needed basis, with a total cost not to exceed \$75,000.

**ATTACHMENTS:**  
Personal Services Contract

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## PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “**Port**”), and Boly:Welch. (hereinafter referred to as “**Consultant**”).

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

1. **PROJECT:** Work shall be performed by Consultant in connection with a project generally described as: Seasonal Staffing Needs (the “Project”).
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the Scope of Work attached to this Agreement as **Exhibit A** (the “Services”) and to the extent described in this Agreement. All provisions and covenants contained in the Scope of Work are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and the Scope of Work (if any) shall be resolved first in favor of this Agreement. Consultant shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Consultant acknowledges and agrees that Port may cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Consultant under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of Port.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this Agreement is fully executed and shall terminate one (1) year later, unless sooner terminated or extended under the provisions of this Agreement. All Services under this Agreement shall be completed prior to the expiration of this Agreement.
4. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of the Services.
5. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement and as specified in the Scope of Work. The total aggregate amount for all Services performed under this Agreement shall not exceed seventy-five thousand dollars (\$75,000) (“Compensation”), unless otherwise approved in writing by the Port.

Consultant shall submit monthly invoices computed on the basis of the percentage of work completed or hours worked and detailing the Services provided to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice. Invoices received from the Consultant pursuant to this Agreement will be reviewed and approved by the Port prior to payment.

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

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

6. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
7. **ERRORS IN WORK; EXTRA OR CHANGES IN WORK:** Consultant shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost. Only the Port Key Personnel may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation or project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
8. **REPRESENTATIONS:** The Consultant represents and covenants that:
  - a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All Work Product of Consultant required to be stamped shall be stamped by the appropriately licensed professional.
  - b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant has inspected the sites and all of the surrounding locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
  - c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
  - d. The Consultant is validly organized and exists in good standing under the laws of the State

of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.

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

**9. CONSULTANT'S INSURANCE:**

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

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

As evidence of the insurance coverage required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the Port at the time Consultant returns the signed Agreement. The Commercial General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Consultant's services to be provided under this Agreement. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30-days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If required, complete copies of the insurance policy shall be provided to the Port. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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



- iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.
- iv. The subcontract/contract shall be subject to all applicable public contracting terms and provisions, as required by state law.

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

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

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

#### **14. TERMINATION NOT-FOR-CAUSE:**

##### **a. Termination for Cause.**

- i. Consultant shall remedy any breach of this Agreement within the shortest reasonable time after Consultant first has actual notice of the breach or Port notifies Consultant of the breach, whichever is earlier. If Consultant fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within ten (10) days of actual notice or the Port's mailing, Port may terminate that part of the Agreement affected thereby upon written notice to Consultant, may obtain substitute services in a reasonable manner, and recover from Consultant the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- ii. If the breach is material and Consultant fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within five (5) days of the Port's notice Port may then treat Consultant as being in default and pursue any remedy available for such default at law or in equity.
- iii. Pending a decision to terminate all or part of this Agreement, Port unilaterally may order Consultant to suspend all or part of the Services under this Agreement. If Port suspends terminates all or part of the Agreement pursuant to this Section, Consultant shall be entitled to compensation only for Services rendered prior to the date of termination or suspension, but not for any Services rendered after Port ordered termination or suspension of those Services. If Port suspends certain Services under this Agreement and later orders Consultant to resume those Services, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

- iv. To recover amounts due under this Section, Port may withhold from any amounts owed by Port to Consultant, including but not limited to, amounts owed under this or any other Agreement between Consultant and Port.
- b. Termination for Convenience. In addition to any other rights provided herein, the Port shall have the right to terminate all or part of this Agreement at any time and for its own convenience, by written notice to Consultant.
- c. Obligations of Consultant. After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
  - i. Stop work on the Services as specified in the notice of termination;
  - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
  - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
  - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
  - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
- d. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.
- e. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
- f. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
- g. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

**15. FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by unforeseeable circumstances beyond its reasonable control, including but not limited to acts of governmental authorities, civil unrest, war, lockouts,

extraordinary weather conditions or other natural catastrophe. For delays resulting from unforeseeable material actions or inactions of Port or third parties beyond Consultant's reasonable control, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this Agreement subject to termination.

16. **RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
17. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the Services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years after Port makes final payment on this Agreement and all other pending matters are closed, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

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

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

**18. CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**

- a. **Public Records.** The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.

- b. Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
- c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

**19. DESIGNATION OF REPRESENTATIVES AND KEY PERSONNEL:** The Port hereby designates Kevin Greenwood, Executive Director and the Consultant hereby designates Eileen Crosby, Business Development Manager as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties (collectively, the "Key Personnel"). In consultation with the Port, the Consultant shall identify the Key Personnel acceptable to the Port who will provide the Services under this Agreement. None of these individuals may be changed, while still in the employ of the Consultant and not on legally required leave, without the Port's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Consultant acknowledges that the Port considers the individuals named as Key Personnel critical to the Consultant providing its Services under this Agreement, and the Port will not pay the cost of any individual providing the Services contemplated by the Key Personnel on behalf of Consultant unless such individuals have been approved by the Port in writing.

**20. PUBLIC CONTRACTING REQUIREMENTS**

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938.
- b. Payment for Labor or Material. Consultant shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- d. Liens and Claims. Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)

- e. Income Tax Withholding. Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Medical Care for Employees. Consultant shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- g. Non-Discrimination. Consultant agrees to comply with all applicable requirements of federal and state non-discrimination, civil rights, and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- h. Lawn or Landscaping. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Consultant shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- i. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- j. Federal Environmental Laws. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- k. Tax Law Compliance. Consultant (to the best of Consultant knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with: (1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant; (3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and (4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

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

- 22. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.
- 23. INTERPRETATION:** In this Agreement the singular includes the plural, and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to “writing” include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.
- 24. BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
- 25. NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- 26. LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
- 27. LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
- 28. OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the

performance of this Agreement.

- 29. CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
- 30. MEDIATION; TRIAL WITHOUT A JURY.** If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.
- 31. FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
- 32. SEVERABILITY:** If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.
- 33. MODIFICATION:** Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of Port and Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this \_\_\_ day of \_\_\_, 2025.

**Consultant: Boly:Welch**

**Port of Hood River**

Signed:

Name: Eileen Crosby  
Title: Business Development Manager  
Date:  
Address: 920 SW 6<sup>th</sup> Ave  
Portland, OR 97204  
Phone: (971) 230-0930  
Email: [eileen@bolywelch.com](mailto:eileen@bolywelch.com)

Signed:

Name: Kevin M. Greenwood  
Title: Executive Director  
Date:  
Address: 1000 E. Port Marina Drive,  
Hood River, OR 97031  
Phone: (541) 386-1645  
Email: [kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

## **CONTRACT EXHIBIT A –SCOPE OF WORK**

### **Project Background:**

The purpose of this agreement is for the Consultant to provide temporary administrative and seasonal staffing support to the Port to address operational needs during peak periods.

### **Scope of Services** provided by the Consultant:

1. Employee Assignment:
  - The Consultant will assign employees to the Port based on the Port’s job descriptions and operational requirements. Assigned employees will remain employees of the Consultant but work under the direct supervision of the Port.
2. Payroll Administration
  - The Consultant will manage all payroll-related responsibilities for assigned employees, including:
    - Federal, state, and local payroll tax payments.
    - Workers' compensation coverage and claims.
    - Employee compensation and benefits.
3. Employee Placement and Compliance
  - The Consultant will ensure that assigned employees meet the Port’s specified qualifications and comply with all applicable labor and employment laws.
  - The Consultant will verify that employees are properly authorized and qualified to operate machinery, motor vehicles, or equipment as required by the job description.

### **Performance Expectations:**

1. Work Location
  - Work will be performed at the Port’s designated premises or as otherwise listed in the job description.
2. Timely Notification
  - The Port will notify the Consultant promptly of any changes to work assignments, safety concerns, or other matters impacting the assigned employees.
3. Operational Flexibility
  - The Port acknowledges that the use of temporary staffing is designed to address variable workloads. The Port will work collaboratively with the Consultant to ensure effective workforce management.

### **Responsibilities of the Port:**

1. Job Descriptions
  - The Port will develop and provide job descriptions for all positions to be staffed through the Consultant. Any changes to job descriptions or assignments must be approved by the Consultant.
2. Worksite Conditions and Supervision
  - The Port will monitor and supervise assigned employees at the Port's premises or other designated locations.
  - The Port will ensure compliance with all applicable workplace safety regulations and provide any necessary job-specific training.
3. Accident Reporting
  - The Port will immediately report any accidents or injuries involving the Consultant employees to the Consultant.
4. Insurance Requirements
  - The Port will maintain general liability insurance and any other required coverage to protect against claims related to the work performed by the Consultant’s employees, except workers’ compensation coverage and claims which shall be the responsibility of the Consultant.



### **Compensation and Payment**

- The Port agrees to pay fees outlined in the attached Fee Schedule , which includes a markup rate of approximately 50% on top of the employee's wage.
- The Port agrees to make timely payments to avoid late fees or penalties as described in the Agreement.
- The Port and the Consultant may agree to add additional positions to the attached Fee Schedule with the fee to be jointly agreed upon.

This **Scope of Work** serves to outline the roles, responsibilities, and expectations of both the Consultant and the Port to ensure a successful and collaborative partnership.

**CONTRACT EXHIBIT B – Fee Schedule**

<b>Job</b>	<b>Job Classification Code</b>	<b>Pay Rate</b>	<b>Bill Rate</b>
Administrative Specialist	8810	\$17.00-24.00/hr	\$25-37/hour
Seasonal Maintenance Employee	9015	\$17.00 – 24.00/hr	\$25-37/hour
Seasonal Parking Enforcement	9015	\$17.00 - \$24.00/hr	\$25-37/hour

# Commission Memo

Prepared by: Daryl Stafford  
Date: February 18, 2025  
Re: Transition to Stakeholder-Based Model  
for Marina and Waterfront Planning



---

## BACKGROUND

At the Port's 2024 Fall Planning Session, the Commission discussed increasing public participation to ensure broader input from diverse waterfront user groups to help guide planning and development. While acknowledging the valuable contributions of past standing Waterfront and Marina Committees, staff proposed a new, more flexible model that convenes stakeholder groups as needed. This approach allows for more focused, inclusive, and efficient discussions.

## Proposed Stakeholder Groups

Stakeholder groups would address specific topics, such as:

1. **Waterfront Capital Improvements** – Recreational upgrades and amenities.
2. **Transportation Hub Development** – Lot #1 public transportation planning.
3. **Lot #1 & 1st Street Development** – Evaluating sustainable community projects.
4. **Water Safety** – Safety protocols and signage.
5. **Parking Improvements** – Availability, user experience, and revenue.
6. **Waterfront Recreation Needs** – Access and recreational priorities.
7. **Marina Moorage Development** – Dock expansions during the bridge project.
8. **Marina Upland Development** – Redevelopment of Marina Green for commercial use.
9. **Access Enhancements** – Preserving and improving recreation areas.
10. **Food Cart Area Development** – Lot #1 food cart planning.

The Commission supports this transition, which will require dissolving the Marina Committee and the Waterfront Recreation Committee. As Port committees exist at the discretion of the Commission, they may be formed, dissolved, or reactivated as needed.

## RECOMMENDATION

To formalize this change, staff recommends that the Board approve the attached resolution to formally dissolve the Waterfront Recreation Committee and the Marina Committee.

## SUGGESTED MOTION

MOTION to approve Resolution No. 2024-25-21 to dissolve the Waterfront Recreation Committee and the Marina Committee and update the Port's governance policies accordingly.

## ATTACHMENTS

Resolution No. 2024-25-21

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**PORT OF HOOD RIVER**  
Resolution No. 2024-25-21

**A RESOLUTION TO DISSOLVE THE WATERFRONT RECREATION COMMITTEE  
AND THE MARINA COMMITTEE**

**WHEREAS**, at the Port's 2024 Fall Planning Session, the Commission discussed increasing public participation to ensure broader input from diverse waterfront user groups to guide planning and development; and

**WHEREAS**, the Commission acknowledged the valuable contributions of the past standing Waterfront Recreation Committee and Marina Committee; and

**WHEREAS**, staff proposed a new, more flexible model for stakeholder engagement that convenes groups as needed for specific topics, allowing for more focused, inclusive, and efficient discussions; and

**WHEREAS**, the Commission supports transitioning to this new model, which requires the dissolution of the Waterfront Recreation Committee and the Marina Committee;

**NOW, THEREFORE, BE IT RESOLVED**, that the Port of Hood River Board of Commissioners hereby formally dissolves the Waterfront Recreation Committee and the Marina Committee; and

**BE IT FURTHER RESOLVED**, that the Port's governance policy shall be updated accordingly to reflect this change.

Adopted by the Board of Commissioners of the Port of Hood River on this 18th day of February 2025.

**SIGNED**

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

**ATTEST**

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

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# Commission Memo

Prepared by: Debbie Smith-Wagar  
Date: February 18, 2025  
Re: Intent to Enter into Negotiations for Invoice  
Printing and Mailing Services



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## **BACKGROUND:**

The Port is in the process of transitioning to an all-electronic tolling system for the Hood River-White Salmon Interstate Bridge. This transition is aimed at eliminating the need for the toll booth and streamlining the toll collection process by leveraging the Port's BreezeBy tolling system. The goal is to complete this transition by March 31st, with electronic tolling set to begin on April 1st.

As part of this transition, the Port plans to outsource the printing and mailing of toll invoices to a third-party contractor. This will help ensure timely and accurate communication with bridge users and provide more efficient operations.

## **ISSUE:**

With the closure of the toll booth there will be a significant increase in toll crossing invoices that will need to be printed and mailed. Due to the shift from manual toll collection to electronic tolling, the volume of invoices is expected to rise by approximately 625,000 per year (the number varies significantly depending on time of year), to a total annual amount of 775,000. Given this substantial increase, outsourcing the printing and mailing of toll invoices to a third-party contractor is necessary to ensure the efficient and timely handling of these additional tasks.

On January 22, 2025, the Port issued a request for proposals (RFP). The due date was February 7, 2025, and we received seven responses. Three staff members reviewed the responses. Two were very highly rated, and one of those was the least expensive of all responses received.

## **RECOMMENDATION:**

Staff recommends that the Port Commission approve moving forward with negotiations with BMS for Invoice Printing and Mailing Services. This will ensure the Port is prepared to handle the increased volume of toll-related activities resulting from the toll booth closure and the implementation of the electronic tolling system.

## **BUDGET IMPACT:**

If the Port chose to do the processing in house, we have estimated that it would cost approximately \$450,000 per year. We anticipate that this contract will save us about one-third or more of that cost. We do not currently have equipment that can handle that volume of printing, folding, and sorting. Our volume will also fluctuate significantly between seasons, so we would need to rely on seasonal employees to handle the summer volume. There is plenty of budget available in the Bridge Fund to pay for this contract, but we will likely need to do a budget adjustment to move the appropriation from the personnel category to the materials and services category.

**SUGGESTED MOTION:**

Move to approve entering into negotiations with BMS for Invoice Printing and Mailing Services to support the transition to electronic toll collection for the Hood River-White Salmon Interstate Bridge.

**ALTERNATIVES:**

Provide printing and mailing services in-house, which would be more expensive.



# Commission Memo

Prepared by: Kevin Greenwood, Executive Director  
Date: February 18, 2025  
Re: Letter of Support for Aquatic Ecosystem  
Restoration Feasibility Study

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## **BACKGROUND:**

The Port of Hood River has been a joint project sponsor with the Confederated Tribes of the Warm Springs and the Hood River County Watershed Group to pursue federal US Army Corps of Engineering funding to study ways to improve habitat conditions for salmon and steelhead. The USACE is supportive of the project but relies on local sponsors to advocate for funding.

If successful, the 3-year study would cost approximately \$3-million with a cash match of \$658,000 that the Warm Springs has agreed to pick-up. The Port is a sponsor due to property ownership.

The study would determine ways to restore habitat in the watershed.

There would be no budget implications to the Port by submitting this letter.

## **RECOMMENDATION:**

MOTION to authorize the Commission President to sign a letter of support for federal funding to study restoring of aquatic habitat at the mouth of the Hood River.

## **ATTACHMENTS:**

Hood River Aquatic Ecosystem Restoration Feasibility Study  
Letter of Support

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## Hood River Aquatic Ecosystem Restoration Feasibility Study

**Project sponsors:** Confederated Tribes of the Warm Springs, Port of Hood River, Hood River Watershed Group

### **Background**

Historic alterations to the physical structure of the Hood River's confluence with the Columbia River have contributed to poor habitat conditions for salmon and steelhead. These changes have reduced and simplified the river's aquatic habitat, as illustrated in the photos below.



Hood River Delta: early 1900s (left), circa 2018 (right)

The **Hood River Watershed has one of the most diverse assemblages of anadromous and resident fish in Oregon**, including spring and fall Chinook salmon, summer and winter steelhead, coho, Pacific lamprey, bull trout, cutthroat trout, and rainbow trout. Efforts to restore watershed conditions to support recovery of listed Chinook, steelhead, and coho are part of a broad collaborative effort between the Watershed Group, the Tribes, local irrigation districts, and state and federal agencies.

**The Hood River is one of twelve primary cold-water refuges in the lower 325 miles of the Columbia River. These refuges are important for migrating adults and highly used by summer steelhead and fall Chinook.** On average, water temperatures at the mouth of the Hood River in August are 6° Celsius cooler than the Columbia River. However, the large sand bar at the confluence, channelization in the lower Hood River, and relatively low depth in the summer appear to present barriers to salmon using the Hood River as a refuge. **Restoration could remedy this situation, making the river's mouth more suitable for migrating salmon and steelhead.**

The **2020 Water Resources Development Act authorized a feasibility study of a project for ecosystem restoration on the Hood River at the confluence with the Columbia River.** This 3-year study will be carried out by the U.S. Army Corps of Engineers under its General Investigations Program and is expected to cost approximately \$3 million. The Corps will cover 50% of the study cost in addition to a cost-share waiver of \$658,000 afforded to the Tribes as a project co-sponsor. **The Hood River Watershed Group just secured an Oregon Watershed Enhancement Board grant for the remaining required in match.**

### **Request**

The Corps' Portland District has submitted funding requests for this project for FY24 and FY25 but has still not received funding. Now that the Watershed Group has secured nonfederal match, **time is of the essence in securing the federal portion for this study so that it may be completed and restoration work may begin in the next six years.**



**INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA**

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

Valerie Ringold  
Planning Chief, Portland District  
Attn: CENWP-PM-F (Valerie Ringold)  
333 SW 1<sup>st</sup> Ave  
Portland, OR 97204

February 18 2025

Dear Ms. Ringold,

This letter is to seek the assistance of the U.S. Army Corps of Engineers under its General Investigations Program to investigate the feasibility of restoring aquatic habitat at the mouth of the Hood River, Oregon. The Port of Hood River owns some of the land surrounding the mouth and, as such, is an appropriate entity to serve as a local co-sponsor for this investigation. Other key local partners are the Confederated Tribes of the Warm Springs and the Hood River Watershed Group.

The Hood River Watershed has one of the most diverse assemblages of anadromous and resident fish in Oregon, including spring and fall Chinook salmon, summer and winter steelhead, coho, Pacific lamprey, bull trout, cutthroat trout, and rainbow trout. Unfortunately, Chinook, steelhead, coho, and bull trout are listed as threatened under the Endangered Species Act. Efforts to restore watershed conditions to support recovery of these species are ongoing and part of a broad collaborative effort between local conservation organizations, the Tribes, local irrigation districts, and state and federal agencies.

Historic alterations to the physical structure of the Hood River's confluence with the Columbia River have contributed to poor habitat conditions for salmon and steelhead. These changes have affected salmon and steelhead by reducing and simplifying the river's habitat, including loss of spawning gravels and cover for juvenile fish. The confluence is also a well-known and highly used recreational use area, which brings significant economic impacts to the economy of the Mid-Columbia Region.

The Port and local partners believe there is a strong need to evaluate historic impacts and current use at the mouth of the Hood River and opportunities to improve conditions for Hood River and Columbia River Basin salmon and steelhead populations. This study and resulting opportunities were identified as one of the highest ranked projects in the recently completed Hood River Basin Partnership Strategic Action Plan.

We understand that as a local co-sponsor we would sign a feasibility study cost share agreement with the Corps, and that the local share may be provided as cash, work-in-kind, or a combination of both. We also are aware that there is a cost-share waiver afforded to tribal organizations of up to \$665,000 during the feasibility study phase. The Confederated Tribes of the Warm Springs has a strong interest in this study and, as a co-sponsor, has requested this waiver. We are also aware that this letter does not obligate or commit us to any funding until such time as federal funding is available, and we sign the cost-share agreement.

Respectfully,

Kristi Chapman  
President  
Board of Commissioners

# Commission Memo

Prepared by: Ryan Klapprich, Facilities Manager  
Date: February 18, 2025  
Re: Window Purchase & Installation – Big 7 Building



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## BACKGROUND:

Since acquiring the Big 7 building at 616 Industrial, the Port has transformed it from a cold storage facility into a leasable office space. Originally built in the early 1900s, the building has undergone numerous modifications. However, some rental spaces still lack windows, making them less appealing to potential tenants.

In August, the Commission approved an agreement with Finish Line Concrete Cutting for wall modifications at a cost of \$18,913.48 to accommodate new window installations.

## PROPOSAL:

Port staff requested three quotes for the purchase and installation of windows but received only one response, from Bob's Glass. The quote from Bob's Glass is as follows:

- Bob's Glass Quote: \$29,781.92

Due to the lack of additional responses and the necessity of completing this project to maximize the building's leasing and resale potential, staff recommends approval of the quote from Bob's Glass.

## RECOMMENDATION:

Staff requests Commission approval to proceed with the purchase and installation of windows for the Big 7 building based on the quote received from Bob's Glass.

## BUDGET IMPACT:

This project was not specifically identified in the budget; however, there are sufficient appropriations available to cover the cost without requiring a budget adjustment.

## SUGGESTED MOTION:

MOTION to approve the purchase and installation of windows for the Big 7 building from Bob's Glass in a not to exceed amount of \$29,781.92.

## ATTACHMENTS:

Determination and Justification Sheet  
Quote - Bob's Glass

**PORT OF HOOD RIVER  
DETERMINATION & JUSTIFICATION  
FOR SUPPLIES AND SERVICES**

Name/Title: Ryan Klapprich

Date: 2/12/2025

**Description:**  
616 Industrial St. (Big 7) window installation

**QUOTE #1**

<b>Business Name:</b> <u>Bob's Glass</u> <b>Address:</b> <u>2424 W. 7th St. The Dalles, OR</u> <b>Phone #:</b> <u>541-296-2468</u>	<b>Quoted Price:</b> <u>\$29,781.92</u> <input checked="" type="checkbox"/> Per Attachment <input checked="" type="checkbox"/> Per Phone Call <input type="checkbox"/> Per Internet Search
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**Notes:**  
Able to source original style windows per Historical Landmarks Review request

**QUOTE #2**

<b>Business Name:</b> <u>Heights Glass</u> <b>Address:</b> <u>1026 Pacific Ave, Hood River OR</u> <b>Phone #:</b> <u>541-386-1009</u>	<b>Quoted Price:</b> <u>0</u> <input type="checkbox"/> Per Attachment <input checked="" type="checkbox"/> Per Phone Call <input type="checkbox"/> Per Internet Search
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**Notes:**  
Phone conversations, emailed map of locations and photos of windows. no response back

**QUOTE #3**

<b>Business Name:</b> <u>Ridgeline Glass</u> <b>Address:</b> <u>4037 Nastasi Dr. Hood River OR</u> <b>Phone #:</b> <u>503-780-1465</u>	<b>Quoted Price:</b> <u>0</u> <input type="checkbox"/> Per Attachment <input checked="" type="checkbox"/> Per Phone Call <input type="checkbox"/> Per Internet Search
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**Notes:**  
Only deals with vinyl windows

**Recommendation:**  
Staff recommends Bob's Glass

Approved by: Kevin M. Greenwood, Executive Director

Date: \_\_\_\_\_



Date: 2/12/2025

2424 W 7<sup>th</sup> Street  
The Dalles, OR 97058  
541-296-2468  
OR #36618 WA# BOBSGL\*01006

**15 DAY Revised ESTIMATE only**

**NAME**

Port of Hood River  
1000 E. Port Marina Dr  
Hood River, Oregon 97031  
Ryan 541-399-6136  
Email: [rklapprich@portofhoodriver.com](mailto:rklapprich@portofhoodriver.com)

**Jobsite: Big 7 Building  
Hood River, Oregon 97031**

SCOPE OF WORK:

**Supply & Install:**

2" x 4 1/2" clear anodized thermo storefront frames with bottom operable windows, various sizes, stationary glass above operable windows will have 1 vertical storefront division equally dividing the top stationary windows, flashing, std. LoE/clear annealed (non-tempered) insulated glass, sealer

**Description of operable windows:**

- 1 - 48" w x 48" h Suite 301 consisting of: 2 - 24" x 16" operable windows within 48" x 48" window opening
  - 2 - 36" w x 60" h Suite 302 consisting of: 1 - 36" x 20" operable window within each 36" x 60" window opening
  - 2 - 24" w x 60" h Suite 303 consisting of: 1 - 24" x 20" operable window within each 24" x 60" window opening
- Block glass and window sizes at this time (not to be used for cutting window openings)  
Lift for exterior work, provided by others, for our outside usage (no charge)

Please note, at this time, this is an Estimate only.

Please note: With a tariff on aluminum and steel it could affect the costs of aluminum storefront, windows, flashing, and materials for the insulated glass on this project. We will provide a Proposal with some updated costs, as close as possible, upon your order with the down payment. We will then sign our order and production for materials will begin. (Manufacturers are struggling with firm prices, adding clauses concerning price increases and or, lead time in the future)

NOT INCLUDED:

Building Permit supplied for this project paid by others, (not Bob's Glass)  
No additional work or materials supplied or installed that are not listed on this Estimate

Company Estimate:

We, Bob's Glass, Inc., estimate the above scope of work, **\$ 29,781.92**

**Estimated down payment required to order \$ 14,890.96 (Remaining balance when installed)**

*Robert Cole (joo)*

2/12/2025

Submitted Robert Cole, Owner

Date:

*NOTE: All Estimates & PROPOSALS are now 15 day acceptance/down payment due to glass and supply shortages/price increases*

OWNER/CONTRACTOR ACCEPTANCE:

Date: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_ do accept the above scope of work.

Authorized Signature

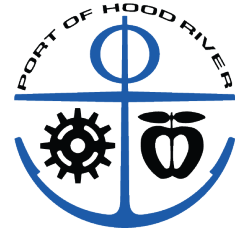
Print

Down payment is required AS NOTED ABOVE to place an order; please call the office to make your down payment arrangements. You may pay by credit if you prefer, however, we now impose a surcharge of 3.0% on the transaction amount (payment) on credit card products, which is not greater than our cost of acceptance. We do not surcharge debit cards.

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# Commission Memo



Prepared by: Debbie Smith-Wagar  
Date: February 18, 2025  
Re: Accounts Payable Requiring Commission Approval

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<b>Beery, Elsner &amp; Hammond, LLP</b>	<b>\$4,439.90</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$4,439.90</b>
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**Beery, Elsner & Hammond, LLP**

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

January 22, 2025

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

Our File: PORTHR

SUMMARY OF ACCOUNT

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NEW CHARGES PER ATTACHED STATEMENT(S)

<u>Matter</u>	<u>Balance Forward</u>	<u>Payments &amp; Credits</u>	<u>Total New Charges</u>	<u>Balance Due</u>
AIRPORT-Airport	199.50	0.00	0.00	199.50
FINANCE-Finance	94.00	0.00	400.90	494.90
GENERAL-General	2,321.10	1,077.60	856.00	2,099.50
INTERGOV-Intergovernmental	1,097.50	1,097.50	0.00	0.00
PERSON-Personnel	1,499.50	1,499.50	0.00	0.00
PRECORDS-Public Records & Meetings	197.50	0.00	0.00	197.50
PSAFETY-Public Safety	160.00	160.00	0.00	0.00
PWORKS-Public Works	4,096.00	3,804.50	0.00	291.50
REALPROP-Real Property Transactions	<u>2,855.50</u>	<u>2,125.50</u>	<u>427.00</u>	<u>1,157.00</u>
<b>TOTAL</b>	<b>12,520.60</b>	<b>9,764.60</b>	<b>1,683.90</b>	<b>4,439.90</b>

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LEGAL FEES (per the attached itemization): \$ 1,682.00

DISBURSEMENTS (per the attached itemization): \$ 1.90

Balance (current bill) \$ 1,683.90

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Previous Balance Due \$ 12,520.60

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Total Payments and Credits \$ 9,764.60

**TOTAL BALANCE DUE \$ 4,439.90**

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# Commission Memo

Prepared by: Debbie Smith-Wagar  
Date: February 18, 2025  
Re: December Financial Report



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The attached report is a summary of activity by fund. So far we are within budget expectations. Approximately 50% of the fiscal year has gone by, and our expenditures are reflecting that.

Toll traffic on the bridge continues to be down compared to the prior year. In analyzing it, CDM Smith (the contractor preparing the traffic and revenue study for the replacement bridge) has seen some correlation between the toll increase in September 2023 and the decrease in traffic. The increase was significant - nearly double the prior rate. CDM Smith is continuing to analyze this to determine the long-term impacts. In the past toll increases impacted traffic counts for a month or two, but then traffic would rebound.

There will likely be a few budget adjustments before the end of the year to recognize unexpected revenue (the insurance reimbursement for the bridge strike in June) and to move appropriations among categories, such as moving personnel to materials and services to account for more contract work being done and fewer employees working directly for the Port.

Notes have been added for items that vary significantly from budget expectations or where more clarification is needed.

**RECOMMENDATION:** For information only

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**PORT OF HOOD RIVER**

**FY25 COST CENTER ANALYSIS - BUDGET VS ACTUAL**

For the period ending December 31, 2024 (50%)

	General			Administration			Bridge Operations			Bridge Replacement			HRWSBA			TOTAL		
	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%
<b>REVENUE</b>																		
Operating	\$ 4,047,750	\$ 1,615,899	40%	\$ 3,217,500	\$ 1,601,948	50%	\$ 10,935,000	\$ 4,943,574	45%							\$ 18,200,250	\$ 8,161,421	45%
Non-operating																		
Grants, interest, other income	\$ 6,439,600	\$ 301,041	5% {1}				\$ 376,000	\$ 86,920	23%	\$ 3,002,000	\$ 4,743,845		\$ -	\$ 11,144		\$ 9,817,600	\$ 5,142,950	
Transfers In	\$ 2,300,000	\$ -	0%										\$ 4,400,000	\$ 1,603,991		\$ 6,700,000	\$ 1,603,991	24%
<b>TOTAL</b>	<b>\$ 12,787,350</b>	<b>\$ 1,916,941</b>	<b>15%</b>	<b>\$ 3,217,500</b>	<b>\$ 1,601,948</b>	<b>50%</b>	<b>\$ 11,311,000</b>	<b>\$ 5,030,494</b>	<b>44%</b>	<b>\$ 3,002,000</b>	<b>\$ 4,743,845</b>	<b>158%</b>	<b>\$ 4,400,000</b>	<b>\$ 1,615,135</b>	<b>37%</b>	<b>\$ 34,717,850</b>	<b>\$ 14,908,363</b>	<b>43%</b>
<b>EXPENSES</b>																		
Operating																		
Personal Services	\$ 324,780	\$ 73,478	23% {2}	\$ 2,311,450	\$ 1,054,858	46%	\$ 667,600	\$ 296,289	44%							\$ 3,303,830	\$ 1,424,625	43%
Materials & Service	\$ 1,882,700	\$ 965,678	51%	\$ 821,050	\$ 456,378	56% {6}	\$ 1,563,000	\$ 681,589	44%							\$ 4,266,750	\$ 2,103,646	49%
Internal Services (Admin/OH)	\$ 1,823,884	\$ 958,346	53% {3}				\$ 1,318,455	\$ 614,250	47%							\$ 3,142,339	\$ 1,572,596	50%
Debt Service	\$ 95,000	\$ 86,063	91% {4}													\$ 95,000	\$ 86,063	91%
Other																\$ -	\$ -	
Subtotal	\$ 4,126,364	\$ 2,083,564	50%	\$ 3,132,500	\$ 1,511,236	48%	\$ 3,549,055	\$ 1,592,128	45%							\$ 10,807,919	\$ 5,186,929	48%
Non-Operating																		
Capital Outlay	\$ 3,791,800	\$ 146,207	4% {5}	\$ 85,000	\$ 43,097	51% {7}	\$ 1,620,000	\$ 1,122,965	69% {8}	\$ 3,002,000	\$ 2,631,322	88%				\$ 8,498,800	\$ 3,943,591	46%
Transfers Out							\$ 6,700,000	\$ 1,603,991								\$ 6,700,000	\$ 1,603,991	24%
Special													\$ 4,400,000	\$ 1,607,111	{10}	\$ 4,400,000	\$ 1,607,111	37%
Contingency	\$ 6,850,000						\$ 1,000,000									\$ 7,850,000	\$ -	0%
Other																\$ -	\$ -	
Subtotal	\$ 10,641,800	\$ 146,207	1%	\$ 85,000	\$ 43,097	51%	\$ 9,320,000	\$ 2,726,956	29%	\$ 3,002,000	\$ 2,631,322	88%	\$ 4,400,000	\$ 1,607,111	37%	\$ 27,448,800	\$ 7,154,693	26%
<b>TOTAL</b>	<b>\$ 14,768,164</b>	<b>\$ 2,229,772</b>	<b>15%</b>	<b>\$ 3,217,500</b>	<b>\$ 1,554,333</b>	<b>48%</b>	<b>\$ 12,869,055</b>	<b>\$ 4,319,085</b>	<b>34%</b>	<b>\$ 3,002,000</b>	<b>\$ 2,631,322</b>	<b>88%</b>	<b>\$ 4,400,000</b>	<b>\$ 1,607,111</b>	<b>37%</b>	<b>\$ 38,256,719</b>	<b>\$ 12,341,622</b>	<b>32%</b>
<b>NET INCOME</b>																		
Operating	\$ (78,614)	\$ (467,665)		\$ 85,000	\$ 90,711		\$ 7,385,945	\$ 3,351,446		\$ -	\$ -		\$ -	\$ -		\$ 7,392,331	\$ 2,974,492	
Non-Operating	\$ (1,902,200)	\$ 154,834		\$ (85,000)	\$ (43,097)		\$ (8,944,000)	\$ (2,640,037)		\$ -	\$ 2,112,523		\$ -	\$ 8,025		\$ (10,931,200)	\$ (407,751)	
<b>TOTAL</b>	<b>\$ (1,980,814)</b>	<b>\$ (312,831)</b>		<b>\$ -</b>	<b>\$ 47,615</b>		<b>\$ (1,558,055)</b>	<b>\$ 711,409</b>		<b>\$ -</b>	<b>\$ 2,112,523</b>		<b>\$ -</b>	<b>\$ 8,025</b>		<b>\$ (3,538,869)</b>	<b>\$ 2,566,741</b>	
BEG. FUND BALANCE	\$ 11,000,000	\$ 11,702,790		\$ -	\$ -		\$ 5,500,000	\$ 5,384,312		\$ -	\$ (8,051,339)		\$ -	\$ 303,566		\$ 16,500,000	\$ 9,339,329	
END. FUND BALANCE	\$ 9,019,186	\$ 11,389,959		\$ -	\$ 47,615		\$ 3,941,945	\$ 6,095,721		\$ -	\$ (5,938,816)	{9}	\$ -	\$ 311,591		\$ 12,961,131	\$ 11,906,070	

- {1} Assumed sale of Big 7, estimated at \$4.3M
- {2} Budgeted Development Manager as an employee (PS), instead contracted out (M&S)
- {3} Reanalyzing split
- {4} Principal payments made in November
- {5} Capital outlay in the General Fund included some place holders for larger items such as the roundabout, storage units at Lower Mill, moving the administration building, and Parking Lots on the waterfront. Work has been continuing on all of these projects, and as they ramp up spending will speed up to match the budget. Any work not completed this fiscal year will be carried over to next fiscal year.
- {6} Postage is higher than anticipated - we are analyzing costs to the bridge
- {7} One vehicle purchased
- {8} Includes repairs for bridge strike that will likely be covered by insurance
- {9} \$4.5M BUILD20 received in December; still waiting on Washington State money
- {10} Sept. 2023 toll transfer from Bridge Ops Fund to Bridge Authority for reserve fund

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# Commission Memo

Prepared by: Kevin Greenwood, Executive Director  
Date: February 18, 2025  
Re: By-laws for the Port of Hood River  
Board of Commissioners

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## **BACKGROUND:**

As part of the bi-annual planning process, the Port Commission had asked staff to create or update policies for board consideration. Though the Port has Governance Rules, the origins of the Rules are unclear. It does not appear that the Rules were ever formally adopted by the Commission and are incomplete.

A “Principal Act” in the context of a local government refers to the primary piece of legislation, usually a state statute, that establishes the legal framework for a local government entity, outlining its powers, boundaries, and governance structure; essentially, it’s the foundational law that creates the local government and defines its scope of operation. In Oregon, the Principal Act for Port Districts is ORS 777.

ORS 777 grants powers and functions to Port districts generally, but does not entirely describe the internal policy setting processes necessary to provide guidance for elected officials and direction for staff. Typically a Board or Commission would have By-laws providing that guidance and direction. There are dozens of state statutes that guide local governments in day-to-day operations (e.g. procurement and public meeting rules), but there is also much discretion in how individual Commissions choose to run their operations.

By-laws are important because they act as a blueprint for how an organization is run, outlining the rules and procedures for decision-making, leadership roles, and member rights, ensuring consistent governance and preventing conflicts by clearly defining what the organization can and cannot do in various situations; essentially acting as a contract between the board members and the organization itself.

This draft has been reviewed by Ashleigh Dougill, Port General Counsel, as well as with input from Hood River County Courts, Hood River County Clerks Office, Special Districts Association of Oregon and the Oregon Government Ethics Commission.

## **ISSUE AND NEXT STEPS**

Staff is recommending that By-laws be adopted by the Port Commission at some point in the next few months. Attached is the first draft of By-laws for the Port of Hood River Board of Commissioners. Commissioners are asked to review the By-laws and identify areas or sections to be discussed at the March regular meeting. Comments should be directed to the Executive Director by the end of February for inclusion in the March 18 regular meeting packet. Assuming there is consensus on the discussion items, the two month Ordinance adoption process will start in April. The Ordinance adoption process is set by ORS 198. There are no budget implications generated by this process.

## **RECOMMENDATION:**

Informational only

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**PORT OF HOOD RIVER  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CREATING BY-LAWS FOR  
THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS**

**WHEREAS**, the Port of Hood River is a duly organized municipal corporation of Hood River County, Oregon (ORS 777); and

**WHEREAS**, it is in the best interest of the citizens of the district of this Port and the public generally to have certain ordinances and regulations regarding and relating to the public process of policy development codified; and

**WHEREAS**, an ordinance adopting, amending or repealing a regulation shall not be voted upon unless the ordinance title is included in the published agenda of the meeting (ORS 198.540(1)) and the ordinance title included on the \_\_\_\_\_, 2025 agenda was published in the \_\_\_\_\_, 2025 issue of the *Columbia Gorge News*; and

**WHEREAS**, the agenda with the ordinance title was published on \_\_\_\_\_, 2024 in the *Columbia Gorge News* six days in advance of the regularly scheduled Port of Hood River Board Meeting (ORS 198.540(2)); and

**WHEREAS**, a copy of the ordinance was made available to the public (ORS 198.550(1)(a)); and

**WHEREAS**, the Board of Commissioners (the "Commission") voted to read the ordinance by title only (ORS 198.550(1)(b)) on \_\_\_\_\_, 2025 and again on \_\_\_\_\_, 2025; and

**WHEREAS**, any interested person who is a landowner within the district or an elector registered in the district may petition the district board to adopt, amend or repeal an ordinance and shall be given a reasonable opportunity to be heard (ORS 198.590); **NOW THEREFORE**,

**THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS ORDAINS  
AS FOLLOWS:**

**PART I. GOVERNANCE BY POLICIES**

**Section 1. Name.** This document and future amendments to this document will collectively be referred to as "By-laws for the Port of Hood River Board of Commissioners" or simply as "By-laws".

**Section 2. Policies and Procedures.**

A. The Commission shall adopt, by a majority vote of the entire Commission, By-Laws, fiscal, policies, administrative policies, and any other policies determined necessary and reasonable to govern the operation of the Commission, at any regular or special meeting. The Executive Director shall give

thirty (30) days' public notice prior to proposed changes to the By-Laws. Administrative Policies and By-Laws be reviewed no less than every three (3) years, unless otherwise directed by individually approved policies.

B. Any action of the Commission relative to personnel, administrative, or fiscal matters shall be referenced in the Minutes according to the applicable policy and procedure.

C. In the absence of an applicable policy or procedure, the Commission may take such action as is necessary for the operation of the Commission by a majority vote. Such action shall become a policy or procedure of the Commission.

D. Port personnel shall comply with the applicable policies adopted by the Commission. Any failure to comply shall constitute grounds for disciplinary action or termination pursuant to the Port's Personnel Rules.

## **PART II. BOARD OF COMMISSIONERS**

### **Section 3. Membership**

A. Positions and Terms.

1. The Commission shall consist of five members, each of whom shall be an elector registered in the Port, serving four-year staggered terms.

2. Each Commission member is identified by a position number. Position numbers shall be transferred to the successors of each Commission position. Positions 1, 2 and 3 run concurrently. Positions 4 and 5 run concurrently.

3. An appointed Commission member will be required to run for office at the next available regular election. (ORS 255.245)

4. All Commission members shall represent the entire district.

B. Election of Commissioners. The election of Commissioners shall be conducted as provided by ORS chapter 777 and 255.

C. Qualifications. No person elected or appointed to the Commission shall be sworn in unless such person meets the qualifications for office set forth in these By-Laws. If questions exist regarding the eligibility of any candidate, the Commission shall obtain an opinion from the Port's legal counsel prior to swearing in such person. No person shall be eligible to be a Commission member under the following circumstances:

1. If, at the time of election or appointment, the person is not an elector registered in the Port. (ORS 777.135(1)).

2. If the person is affiliated with organizations advocating the overthrow of the government. (ORS 236.030)

3. An employee of the district. (ORS 198.115)

D. Oath of Office. Each newly elected or appointed Commission member shall take an oath of office, after certification of the election, prior to

assuming the duties of the position. A Circuit Court Judge, the Port's Elections Officer, or other, shall give the oath of office:

*"Please raise your right hand. Do you solemnly swear that you will honestly and faithfully discharge the duties of the Office to which you have been elected/appointed, and that you will support the Laws and Constitution of the State, and of the United States of America to the best of your ability?"*

E. Term of Office - Starting Date. Except where the Commission is filling a vacancy on the Commission, terms of office shall start on July 1st following the Port of Hood River's regular election.

F. Vacancies.

1. *Occurrence.* The Commission shall formally declare a position vacant before the expiration of the term if a Commission member:

- a. dies, resigns, or is removed;
- b. ceases to be an elector of the district;
- c. is convicted of an infamous crime, or any offense involving the violation of the oath of office;
- d. refuses or neglects to take the oath of office, or to give or renew the official bond of the Commission member, or to deposit such oath or bond within the time prescribed by law;
- e. the Commission member's election or appointment is declared void;
- f. is found to be mentally unfit to hold such position by the decision of a competent tribunal;
- g. ceases to possess any other qualification required for election or appointment to such office;
- h. is a member of, or affiliated with, any organization which advocates the overthrow of the Government of the United States by force or violence; or
- i. is absent from four (4) or more consecutive regular meetings of the Commission.

2. *Filling.* The Commission shall establish a policy for the filling of vacant Commission positions by resolution.

3. *Term.* An individual appointed to fill a vacancy must run for office at the next available regular district election. (ORS 198.320(2))

#### **Section 4. Powers and Duties**

A. The primary duty and function of the Commission is to conform in every way to all applicable local, state, and federal laws in its functioning and to execute the laws of the state of Oregon governing port districts. Oregon's ports are granted broad authority by the Oregon legislative authority to promote economic development within their local districts. The powers and functions of ports are delineated in the principal act for port districts, Oregon Revised Statutes (ORS) Chapter 777, specifically ORS 777.080 – 777.725. The power of Ports, as special districts, are specified in ORS Chapter 198, and elections for ports are specified in

ORS Chapter 255.

B. If any policy, rule or portion thereof is found to conflict with any local, state, or federal law or regulation, such policy or portion as determined by the Commission shall be deemed void until further Commission action. It shall be the responsibility of all Port personnel to bring any such conflict to the Executive Director's attention immediately upon discovery for consideration by the Commission.

C. Meeting the Needs of the Port. The Commission shall exercise those powers granted to it, and shall carry out those duties assigned to it by law, in such a way as to best meet the needs of the Port.

D. Represent Constituents. The Commission shall: (1) represent the constituents of the Port; (2) inform the public concerning the progress and needs of the Port and solicit and consider public opinion as it affects the programs and services provided by the Port; (3) limit contact with the media to re-stating the Commission's position and not individual agendas. Official statements from the Commission shall be directed through the President with coordination with the Executive Director.

E. Formulation and Interpretation of Port Policy, Rules, and Regulations. The Commission shall establish and interpret policy, rules, and regulations, reserving to itself all authority and responsibility not expressly assigned to the Executive Director.

F. Select Officers/Compensation. The Commission shall select board officers, create personnel rules by resolution, create employment classifications, and determine compensation and reimbursement amounts.

G. Form Committees.

1. *General.* The Commission has the authority to form, dismantle, inactivate, or activate committees as permitted by state law. Committees do not have the authority to act on behalf of the Commission though they may make recommendations. Committees formed by the Commission shall conform to public meeting, ethics, and records laws. Unless specified differently in resolution, committee members must be electors of the Port District; and include at least one non-voting Commissioner (i.e. liaison). Committee reports shall be given to the Commission monthly.

2. *Types of Committees.*

a. Statutory. The Budget Committee, mandated and governed by ORS 294.336, is a statutory committee whose membership consists of the members of the Commission and five private citizen appointees. Budget Committee members must be electors of the district. A resolution is not necessary for the Budget Committee.

b. Permanent. Permanent Committees are standing committees that exist to make recommendations to the Commission and

work with staff on issues primarily related to specific departments of the Port.

c. Ad Hoc. Ad Hoc Committees have limited assignments set by resolution and typically are terminated upon completion of an assignment or a decision of the Commission.

d. Internal. Internal Committees are made solely of no more than two Commissioners and staff. These committees assist staff with operational issues or allow for a more detailed discussion of Port operations than would normally be accommodated during a regular Commission meeting. It is not necessary for a quorum to be present. Internal Committees are not public meetings. Recommendations to the Port Commission shall be made individually rather than collegially or by Port staff.

3. *Creation of Committees*. Other than those required by state law, committees shall be formed by resolution. Committees shall use the Port Commission Rules of Order. The resolution should, at minimum, address the following criteria:

- a. Membership and quorum requirements;
- b. Appointing requirements;
- c. Criteria for membership (if any);
- d. Staff person assignment (if any);
- e. Length of membership terms;
- f. Committee category (adhoc, internal, statutory or permanent);
- g. Purpose and authority;
- h. Budget (if any) for carrying out the purpose; and
- i. Acknowledgement of budgetary impacts to the port (if any) generated by a recommendation from the committee.

4. *Procedures for Member Recruitment*.

- a. Required for Statutory, Permanent and Ad Hoc Committees.
- b. Advertise position vacancy in local media for two (2) consecutive weeks.
- c. Require applicants to complete and return to the Port a written application.
- d. Staff will prepare staff report with qualifying applicants for the reviewing board. Reviewing board will select those to be interviewed.
- e. The Commission may choose to forego the interview process if the entire Commission agrees.
- f. Appoint members to the committee.
- g. Incumbents are required to re-apply at the end of their terms as part of the recruitment process.
- h. The Commission may modify these procedures by separate resolution, if necessary.

5. *Removal, suspension, or reprimand*. The Commission may remove, suspend or reprimand a member whenever, upon proper proceedings for that purpose, it appears to the Commission that:

a. The member has committed an act or carried on a course of conduct of such nature that, if the member were applying for the commission, the application should be denied;

b. The member has been convicted in any jurisdiction of an offense which is a misdemeanor involving moral turpitude or a felony under the laws of this state, or is punishable by death or imprisonment under the laws of the United States, in any of which cases the record of the conviction shall be conclusive evidence;

c. The member is guilty of willful misconduct;

d. The member is guilty of violation of any of the provisions of Oregon Code of Ethics;

e. The member is guilty of gross or repeated neglect of duty on the committee, including having three or more unexcused absences within two years; or

f. The member has violated any of the provisions of the resolution establishing such commission.

H. Provide Safe Work Environment. The harassment policies that apply to Port personnel also apply to elected officials. Commission members are responsible for ensuring that the workplace of the Port of Hood River is always free from harassment.

I. Strategic Business Planning. The Commission shall update its strategic business plan no later than every ten years and use this plan as its guiding document in the development and direction of the Port's mission, vision and goals. The Commission should annually review components and goals stated within the Strategic Business Plan, as part of the budget planning process. (OAR 123-0025)

J. Fiduciary Responsibilities. The Commission has ultimate responsibility over the Port's finances, including the adoption of the budget (ORS 294), approval of financial reports, payment of bills and the annual audit. The Commission shall adopt resolutions for the development of financial policies.

K. Membership Liaisons. The Commission shall annually review organizational memberships and assign liaisons to represent the Port's interests to and participation in those organizations.

L. Appointment/Removal of Executive Director.

1. The Commission confers chief executive authority to the Executive Director. A resolution naming the Executive Director as the Port's registered agent shall be forwarded to the Secretary of State and County Clerk. (ORS 198.340)

2. The Commission is solely responsible for the appointment and removal of the Director. The Director is responsible to the Port Commission.

3. A majority of the full Commission shall appoint and may remove the Director.

4. When the Director is temporarily unable to act as Director or



when the office of Executive Director becomes vacant, the Commission shall appoint a Director pro tem. The Director pro tem has the authority and duties of Director, except that a pro tem Director may appoint or remove employees only with Commission approval. If the Director will be taking paid time off, the Director will name a Director pro tem.

5. Upon a vacancy in the office, the Commission shall fill the position within six months. The Commission shall adopt a process for the appointment of the Director by resolution.

6. No Commissioner shall directly or indirectly attempt to coerce the Director or a candidate for the office of Director in the supervision, appointment or removal of any employee, or in administrative decisions regarding the implementation of port policies.

7. The Commission shall review the Director's work performance annually as set forth in the Port's personnel policy or employment agreement.

M. Approve all Contract Agreements. The Commission is designated as the Port local contract review board for the purpose of carrying out the obligations of ORS 279A, 279B, and 279C, and enacting, enforcing, and regulating the Port local contracting rules. The Commission shall approve all contracts and agreements as set forth in the Port local contracting rules and other policies.

N. Adopt Annual Budget. Prior to the last regular meeting of the fiscal year, the Executive Director or his/her designated representative shall submit to the Commission a proposed operating budget for the upcoming year for review by the Commission. The proposed budget will have been approved and recommended by the Budget Committee, per Oregon Budget Law. Matters involving the budget shall be handled in accordance with ORS 294. The fiscal year for the Commission shall commence on July 1 and end on June 30.

O. Conduct Audit. A financial audit of the Port shall be done on an annual basis. The Finance Director, shall ensure the preparation of an annual financial report which shall be presented to the State of Oregon pursuant to the provisions of ORS 297.425.

P. Access to Attorney; other consultants. The President and/or Executive Director may request any legal, financial or insurance advice that may be needed in dealing with matters pertaining to the welfare of the Port. Individual Commissioners should direct requests for information from contracted service providers through the President and/or Director to avoid incurring personal charges for unapproved contact. A quorum of the Commission may request information from Port consultants during any public meeting.

Q. Direct Use and Disposal of Real Estate and Property. The Port has real estate holdings that are important strategic assets for the Port and the region. Therefore, the Port engages in acquisition, disposition and leasing of real property on a regular basis. The Port shall adopt a resolution that describes the procedures for management of Port property.

P. Leasing of Port Property. Matters involving the leasing of Port property shall be handled in the matter prescribed by the Port's adopted Lease Policy, when adopted by resolution.

## **Section 5. Commissioner Orientation**

A. Cooperation with Commission Candidates. The Commission, through its Executive Director, shall cooperate impartially with candidates for the Commission and provide them with information about policies, administrative regulations and other aspects of the operation of the Port.

B. Orienting New Commissioners. The Commission and its Executive Director shall assist each new member-elect and appointee to understand the Commission's functions, policies, and procedures before he/she takes office. The following methods shall be employed:

1. New Commission members shall be invited to attend and participate as a member of the audience in public Commission meetings prior to being sworn in.
2. New Commission members shall be invited to meet with the Executive Director to discuss services provided by the Port.
3. The Executive Director shall provide material pertinent to Port meetings and respond to questions regarding such material upon request.
4. The Executive Director shall provide access (preferably via digital files) to each new Commission member:
  - a. A current list of all active ordinances and resolutions.
  - b. A copy of the Port's most recent Strategic Business Plan including Mission, Vision and Goals.
  - c. A copy of the Attorney General's "Public Records and Meetings Manual."
  - d. A list of all Port personnel by position and the Executive Director's employment contract.
  - e. Copies of the minutes of all Commission meetings, except for executive sessions, for the preceding twelve (12) months.
  - f. Copies of the Port's current and previous fiscal year budgets and financial audits.
  - g. Copies of the Port's insurance policies upon request.
  - h. Copies of all such documents as the Port's attorney may recommend with respect to any pending claims or lawsuits upon request.
  - i. Such other materials as the Commission may direct or the Executive Director deems appropriate.
5. New Commission members shall receive training sanctioned by the Special Districts Association of Oregon (SDAO), Oregon Public Ports Association (OPPA), Oregon Government Ethics Commission (OGEC) and/or other similar organization within one year of taking office. It is strongly encouraged that Commission members maintain continuing training in subsequent years. The Port budget shall include funds to train Commissioner members. Commission member education or training shall be generally described and summarized in the Annual Report to the

Commission.

## **Section 6. Financial Considerations**

A. Commissioner Compensation. Commission members shall receive \$50 per Commission Meeting attended or as defined in the Annual Business Matters Resolution.

B. Travel Advancement and/or Reimbursement. Commission members shall be advanced or reimbursed for their actual and reasonable travel and other expenses incurred in the performance of official Port duties, as funds are available through the budget process following the same procedures as identified in the Port's Personnel Policy.

C. Advancement/Reimbursement Documentation. Commission members incurring reimbursable expenses or requesting advancement shall submit proper documentation of such expenses on a signed form to the Executive Director for reimbursement or advancement by the Port. Payment shall be made following normal bill paying procedures.

**Section 7. Bonding and Insurance.** The Commission shall purchase crime coverage that addresses the fiduciary responsibility set forth in ORS 198.220 and the Port shall pay the premium.

**Section 8. Political Activities.** The Commission may publicly discuss and advocate for a political position and may perform campaign activity at any time. The Commission is, however, prohibited from using any public employee's work time or other public resources to do so. Public funds may be used to inform the public regarding measures, provided the materials are informational only and do not advocate a position. (ORS 260.432)

**Section 9. Public Records.** The Commission shall adopt a Public Records resolution in accordance with ORS 192.440.

## **PART III. DUTIES OF COMMISSION OFFICERS**

### **Section 10. Duties of the President.**

A. The President of the Commission shall preside at meetings of the Board of Commissioners.

B. The President shall consult with the Executive Director regarding the preparation of each Commission meeting agenda.

C. The President shall have the same right as other members of the Commission to discuss and to vote on questions before the Commission.

D. The President may call Special Meetings of the Commission as described here forth.

E. The President shall serve as Port's media contact.

F. The President shall sign and shall sign all resolutions, contracts, leases, and other instruments on behalf of the Commission, unless otherwise provided by a decision of the Commission.

G. Shall submit an annual report to the Commission. (ORS 777.140(2))

H. The President shall perform all such other duties as are incident to his/her office or are properly required of him/her by the Commission.

### **Section 11. Duties of the Vice President.**

A. The Vice President of the Commission shall, in the President's absence, or during any disability of the President, have the powers and duties of the President of the Commission.

B. The Vice President shall submit an annual report to the Commission. (ORS 777.140(2))

C. The Vice President shall have such other powers and duties as a majority of the Commission may from time to time determine.

### **Section 12. Duties of the Secretary.**

A. The Secretary shall attest the signature of the President on all officially approved documents.

B. The Secretary shall ensure that minutes, documents and records created through public meetings are properly recorded and codified. These responsibilities shall be delegated to staff.

C. The Secretary shall submit an annual report to the Commission. (ORS 777.140(2))

### **Section 13. Duties of the Treasurer**

A. The Treasurer shall ensure that the Commission maintains accounting and financial statements. These responsibilities shall be delegated to staff.

B. The Treasurer shall review financial reports.

C. The Treasurer shall submit an annual report to the Commission. (ORS 777.140(2))

D. The Treasurer shall have such powers and duties as usual in accordance with the office as described in ORS 777.140 and shall act in the capacity of Acting Secretary when the Secretary is absent or unable to fulfill his/her duties.

E. The Treasurer shall strive to meet with staff monthly to review

financial documents.

#### **Section 14. Duties of Commissioners Generally.**

A. All Commission members are eligible to sign checks upon approval. Public officials, however, are prohibited from signing checks paid to themselves, their relatives, or businesses with which the official or their relatives are associated, as such terms are defined by state law.

B. Commission members shall have such other powers and duties as a majority of the Commission may from time to time determine.

C. If any office becomes vacant, the vacancy will be filled at the next regular meeting of the Commission following the process set forth in the Election of Commission Members.

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

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

B. Process:

1. Four of five Commission members must be in attendance before an officer may be elected.

2. A Commission member may be elected as an officer upon receiving a nomination, a second and a vote of the majority in attendance. A Commission member may not nominate or second their nomination but may vote on the nomination.

3. If the nominated Commission member does not receive a majority, the sitting Commission President shall continue asking for nominations until the office is filled. If an office is unable to be filled, the sitting office holder shall remain in the position (the office may become vacant if the most recent office holder is not available) until the next scheduled meeting. The business item will then be placed on the next agenda.

4. An alternative process is to elect a plank of officers. Commission member not on the proposed plank shall nominate their nomination. All Commission members are eligible to second and vote for the plank.

5. In case of emergency, other processes may be used to appoint officers.

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

### **PART IV. ETHICS AND CONFLICTS OF INTEREST**

**Section 16. Public Officials.** Elected officials are public officials for purposes of

**Section 17. Prohibitions Regardless of Disclosure.** The following actions are prohibited regardless of disclosure:

A. Use of or an attempt to use official position for financial gains or to avoid financial detriment that would not otherwise be available but for the public official's holding of the official position or office for the public official, a relative or household member of the public official, or any business with which the public official or a relative or household member of the public official is associated (ORS 244.020(15));

B. Using confidential information to further or attempt to further the personal gain of the public official, a relative or household member of the public official, or any business with which the public official, a relative or household member is associated;

C. Promises of future employment based upon a specific vote, official action, or judgment of the public official;

D. Receipts of gifts over \$50 in a calendar year received by a public official, relative or member of their household from anyone who has a legislative or administrative interest in the business of the port (ORS 244.025);

E. A public official may not participate in any interview, discussion or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative as defined by ORS 244.175(4); or

F. A person may not, for two years after they cease to hold a public official position, have a direct beneficial interest in a public contract that was authorized by:

1. The person acting in the capacity of a public official; or
2. The person participating as a member of the commission authorizing the contract.

**Section 18. Nepotism.** Commission members cannot participate in any personnel action taken by the Port that would impact the employment of a relative or member of the Commission member's household. (ORS 244.177) The Commission is prohibited from hiring an applicant for the position of Executive Director if a member of the Commission is related to the applicant. The Commission should avoid appointing a Commission member to fill a vacancy who is related to the Executive Director.

**Section 19. Financial Disclosure.** Commission members are required to file Statements of Economic Interest (SEI) annually (ORS 244.050(r)).

**Section 20. Conflicts of Interest.** There are two types of Conflicts of Interest: potential and actual. There are also exceptions to these rules.

- A. Potential Conflict of Interest. A potential conflict of interest is any

official action of a public official that *could* result in private financial benefit detriment to the person, or the person's relative, or any business with which the person or the person's relative is associated. When a Commission member becomes aware that his or her public action may result in a personal financial benefit to himself/herself, or one of his/her relatives, or a business with which he/she or one of his/her relatives is associated, then the Commission member must publicly disclose the nature of the conflict of interest. After publicly announcing the potential conflict of interest at each meeting where the matter giving rise to the conflict is being discussed or acted upon, the Commission member may participate in the discussion and vote on that matter. The disclosure must be recorded in the meeting minutes. A Commission member must announce a conflict of interest on each occasion when the matter giving rise to the conflict of interest is discussed or debated.

B. Actual Conflict of Interest. An actual conflict of interest is any official action of a public official that *shall* result in private financial benefit or detriment for the person, or the person's relative, or any business with which the person or the person's relative is associated. As with potential conflicts of interests, the Commission member must publicly disclose the nature of the conflict of interest at each meeting where the matter giving rise to the conflict is being discussed or acted upon. The disclosure must be recorded in the meeting minutes. When facing an actual conflict of interest, the Commission member must also refrain from participating in any official action on the matter, including any discussion or vote. A Commission member must announce an actual conflict of interest on each occasion when the matter giving rise to the conflict of interest is discussed or debated.

C. Class Exemptions Regarding Conflicts of Interest. The "class exemption" regarding conflicts of interest means that a public official does not have a conflict of interest if their decision or action would affect them and a large group of people ("class") to the same degree, essentially meaning their personal interest is not significantly different from the interest of the whole group they are part of, allowing them to participate in the decision-making process without a conflict of interest issue. The Oregon Government Ethics Commission (OGE) has the authority to decide whether a group constitutes a valid "class" and whether a class exemption applies in a particular situation.(ORS 244.020(12)(c))

**Section 21. Acceptance of Contributions.** The Commission may accept contributions from individuals, groups, corporations, foundations, or any branch of government. Such contributions shall be regulated according to ORS 244.020(6)(a).

## **PART V. COMMISSION MEETINGS**

### **Section 22. Preparation for Meetings**

A. Preparation of Agenda. The Executive Director shall draft the Agenda after conferring with the President. Any Commission member may submit a request to the President or Executive Director for an item to be added to the agenda no later than five days before a scheduled meeting.

B. Distribution of Materials to Commission Members. The Agenda, Executive Director's Report, financial reports and other materials related to Commission business shall be given to each Commission member at least five (5) days prior to any regularly scheduled Commission meeting. The Port shall attempt to distribute materials electronically or digitally to conserve resources. At the same time, the Executive Director shall provide members with detailed information relative to the Agenda, and references to existing policy pertinent to Agenda items.

C. Anonymous Communications. Anonymous and unsigned communications shall not be introduced in Commission meetings or included in the board packet and record.

**Section 23. Order of Business.** Agenda items and/or the order of business may be modified from time to time at the discretion of the President, as necessary. The following order shall be generally observed:

A. The following order shall be generally observed:

1. Call to Order
2. Changes to the Agenda
3. Public Comment/Correspondence
4. Consent Agenda
5. Informational Reports
6. Presentations & Discussion Items
7. Executive Director's Report
8. Commissioner, Committee Reports
9. Action Items
10. Commission Call/Upcoming Meetings
11. Adjournment

B. Consent Agenda.

1. The purpose of the consent agenda is to expedite regular Commission meetings by grouping routine or uncontested items of business so that they may be approved by one motion. The consent agenda may include any or all of the items on the regular agenda. The President and Executive Director shall develop the consent agenda during preparation of the agenda. The Commission, by consensus, may add any item of business on the regular agenda to the consent agenda. Any Commission member may remove any item from the proposed consent agenda for consideration during Action Items. Revisions, corrections, or clarifications to consent agenda items shall be considered first, prior to voting on and without removing these items from the consent calendar. The remaining items on the consent agenda may then be considered for action by a single vote. A vote in favor of or opposition to the consent agenda is considered to be a vote on each of the individual action items.

2. Consent agendas may not include action items related to Ordinance adoption.

3. If the consent agenda is used, public comment shall be scheduled in advance of the consent agenda adoption.



C. Modifications to the Order of Business can be made by a consensus of the Commission.

## **Section 24. Notice and Location of Meetings**

A. Application. This policy applies to all meetings of the Board of Commissioners, and to any meetings of committees or advisory groups appointed by the Commission if such committees normally have a quorum requirement, take votes, and form recommendations as a body for presentation to the Commission.

B. Location of Meetings. All meetings shall be held within the geographic boundaries of the Port, except for training sessions held without any deliberative action. No meeting shall be held in any place where discrimination based on race, creed, color, sex, age, national origin or disability is practiced. All meetings shall be held in places accessible to the handicapped. All regular and special meetings will be held at the Commission meeting location named in the annual Business Matters Resolution or at such other place designated by the President, subject to all notice requirements as provided by statute and this Ordinance. The President shall have discretion as to how public comment is received.

C. Meetings Held by Telephone or E-Mail. The Commission shall refrain from e-mail exchanges or conference calls between or involving a quorum of the Commission that may trigger public meeting rules. A series of one-on-one conversations between members of the Commission with the intent to discuss a vote or the outcome of a vote (a "serial" or "shuttle" meeting) would also be considered an improperly noticed meeting.

D. Regular Meetings. The Commission shall hold one regular monthly meeting on the third Tuesday of each month. Such meetings shall be held at the Port of Hood River's Registered Business Office or other location as stated by resolution at 5:00 p.m. or at such other places and times as the Commission may designate from time to time. The Commission may reconsider meeting times and locations annually as part of the review of the annual Business Matters Resolution. (ORS 198.340(2))

E. Special Meetings. The Commission shall hold special meetings at the request of the President or any three members of the Commission. If the President is absent from the Port, Special Commission meetings may be held at the request of the Vice-President. No special meeting shall be held upon less than 24 hours public notice.

F. Work Sessions. Work sessions may be called by the President or by any three members of the Commission. Notices of work sessions will be given, and minutes taken the same as with special meetings. Work sessions may be held for the purpose of discussing Port business that requires more time and exploration than a regular meeting would allow. Final decisions shall not be made at a work session. However, a workshop may be held in conjunction with a regular or special meeting where a final decision may be made.

G. Emergency Meetings. Emergency meetings of the Commission may be held upon a call of the President or any three members of the Commission and require as much notice as possible under the circumstances. The minutes of the meetings must reflect the reason for the emergency meeting and explain why less than 24 hours' notice was given. Only such matters as pertaining to the emergency may be discussed at such a meeting. Final action may be taken at an emergency meeting.

H. Executive Sessions. The President or any two members of the Commission may call an executive session. Only Commission members and persons specifically invited by a majority of the Commission shall be allowed to attend executive sessions. Members of the press may attend executive sessions. Attendance should be in person to ensure discretion. Any person present may disclose no matter discussed during such session, though members of the press may use information gained during an executive session to follow new leads. Notices shall be given in the same manner as for regular, special and emergency meetings, except that the notice need only indicate the general subject matter to be considered by citing the statutory basis for calling the executive session. Before entering executive session, the President shall read into the record the statutory authority for the executive session in accordance with ORS 192.660. The Commission shall not take any votes nor make any final decisions while in executive sessions.

I. Notice of Meetings.

1. The proposed Agenda will simultaneously be distributed to all Port Commission members and personnel, local and other news media, and posted at the required locations convenient for review by the public following guidance in the Commission's Annual Business Matters Resolution.
2. Notice of the time, place, and principal subjects to be considered shall be given for all meetings. For regular meetings, the notice shall be in the form of an agenda.
3. The agenda shall be published on the Port's website.
4. E-mailed notice shall also be sent to any persons whom the Port knows may have a special interest in a particular action, unless such notification would be unduly burdensome or expensive. For special meetings, notices shall be issued or phone calls made to local media; and interested persons shall be notified by e-mail or telephone. For emergency meetings, the Port shall attempt to contact local media and other interested persons by telephone to inform them of the meeting. The Port shall attempt to distribute Agendas and Notices via e-mail or the Port's website when possible.

J. Social Gatherings, Public Functions and Training. Gatherings or other functions in which the purpose is not to discuss business items or to receive background information on a potential future business item are not covered by Public Meeting Law. However, Commission members should be warned that if during the course of the gathering a quorum of the Commission were to deliberate on a matter, that would lead to a violation.

**Section 25. Quorum.** Three Commission members shall constitute a quorum. If only a quorum is present, a unanimous vote shall be required to take final action unless otherwise allowed by policy. A lesser number may meet and adjourn from time to time and compel the attendance of absent members. The Commission reserves the right to modify the Quorum definition by resolution.

**Section 26. Roster.** Staff shall require all members of the public interested in speaking to sign a public roster indicating agenda items of interest and affiliations. The roster shall be part of the public record.

### **Section 27. Minutes of Meetings**

A. Written Minutes. The Commission shall keep and approve written minutes of all its meetings in accordance with the requirements of ORS 192.650. Minutes shall be signed by the President, attested by the Secretary and codified following standard practices. Minutes of public meetings shall include at least the following information:

1. All members of the Commission present;
2. All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition;
3. Results of all votes, including the vote of each member by name unless unanimous;
4. The substance of any discussion on any matter; and
5. A reference to any document discussed at the meeting.

B. Written Notes Submitted to Record. Staff's written notes, if any, used to develop the minutes, shall be submitted into the record. All recordings of public meetings shall be submitted into the record.

C. Minutes of Executive Sessions. Minutes of executive sessions shall be kept separately from minutes of public meetings. Minutes of executive sessions may be kept either in writing, in the same manner as minutes of public sessions, or by tape recording. If minutes of an executive session are kept by tape recording, written minutes are not required, unless otherwise provided by law. (ORS 192.650(2))

D. Disclosure of Executive Session Matters. If disclosure of material in the executive session minutes would be inconsistent with the purpose for which the executive session was held, the material may be withheld from disclosure. No executive session minutes may be disclosed without prior authorization of the Commission. (ORS 192.650 (2))

E. Amendments to Minutes. Additions and corrections to minutes shall be identified in the minutes of the meeting in which the additions and corrections were discussed.

F. Retention. Officially approved minutes, resolutions, ordinances and a meeting packet shall be retained in accordance with the Oregon Administrative Rule (OAR) 166 Division 150 County and Special District Retention Schedule. Audio

recordings of the Meeting Minutes will be kept for three years, unless otherwise noted in OAR.

G. Availability to the Public. Draft and approved minutes of public meetings shall be made available to the public within a reasonable time after the meeting. Every attempt will be made to post minutes to the Port's website to increase public access. (ORS 192.650(1))

## PART VI: RULES OF ORDER

**Section 28. Purpose.** The rules of order should be liberally construed to that purpose, and Commissioners should avoid invoking the finer points of parliamentary procedure when such points serve only to obscure the issues before the commission as a whole and confuse the audience at public meetings and the citizens in general.

**Section 29. Presiding Officer.** The President shall preside at Commission meetings. In the President's absence, the Vice President shall preside. If both the President and Vice President are absent, any other member of the Commission may preside.

**Section 30. Convening the Meeting.** At or near the time appointed, the President shall immediately call the meeting to order. Staff shall enter in the meeting minutes the names of the Commission members present.

**Section 31. Recognition.** Every Commission member, staff member and member of the public shall refrain from discussion until recognized by the President. The President reserves the right to lessen recognition requirements to encourage communication as long as staff can adequately record the proceedings.

**Section 32. Changes to the Agenda.** A request to add a business item to the agenda or to otherwise consider a special order of business may be requested by any Commission member, but shall require a majority concurrence of the Commission members present.

### **Section 33. Public Comment.**

A. Generally. Any member of the general public wishing to address the Commission on a matter of public concern may do so at the time set for public comment during each regular meeting. Public comment shall be limited to three minutes per person. The Commission, in its sole discretion, may extend this time, or may request further information be presented to the Commission at a later date.

B. Complaints and Suggestions to the Commission. When any citizen brings a complaint before or makes a suggestion to the Commission, other than for items already on the agenda, the President shall first determine whether the issue is legislative or administrative in nature and then:

1. If legislative, and a complaint about the letter or intent of the legislative acts or suggestions for changes to such acts, and if the commission finds such complaint suggests a change to an ordinance or resolution of the Port, the Commission may refer the matter to staff for study and recommendation.

2. If administrative, and a complaint regarding staff performance, administrative execution or interpretation of legislative policy, or administrative policy within the authority of management, the President shall then refer the complaint directly to management for review, if the complaint has not already been reviewed. The Commission may direct management to report to the Commission when the review has been made. In a complaint against the Executive Director, the President may investigate and report back to the Commission at a later date.

**Section 34. Forms of Action.** A motion is a procedural device to place a matter before the Commission for consideration and action. Motions may be made by any Commission member in attendance including the President, and each motion shall require a second. Each form of action listed below (except consensus) must be initiated by motion, and shall be recorded in the official minutes kept for such purpose:

A. Ordinances. Ordinances have the force of law. They are generally used to enact rules and regulations that apply to residents or customers of the Port and can be enforced by the Commission or by local law enforcement personnel. Adoption of ordinances is subject to statutory adoption procedures found in ORS 198.510 to 198.600. Except under emergency provisions, ordinances must be available for the public to comment on in two consecutive meetings. Ordinances shall be numbered consecutively without regard to year, signed by the President, attested by the Secretary, notarized, codified and a copy sent to the County Clerk.

B. Resolutions. Resolutions are used to establish policy, express a position of the Commission (often associated with a grant or agreement), form committees, incur debt, create rules and policies required by ordinance, set fees and create the budget. Many resolutions are updated annually or more frequently than would be required by an ordinance. Resolutions may be passed at a single meeting. Resolutions shall be numbered first by fiscal year and secondly in the order adopted within the fiscal year, signed by the President, attested by the Secretary and codified following standard practices. Resolutions shall continue in force from year to year and may be amended or repealed by a majority vote of the Commission.

C. Routine Decisions. Routine decisions, decisions of an administrative nature, and other procedural matters may be decided by a simple vote of the Commissioners, which is recorded in the minutes.

D. Consensus. Minor questions of clarification, interpretation, implementation or procedure may be determined by a consensus of the Commission without motion. Consensus shall be used sparingly and not for determining business matters in front of the Commission.

**Section 35. Motions Process.**

A. The President shall entertain motions from the Commission, though the President may ask for a staff report in advance to suggest a recommended motion along with background material. The President shall refrain from making or seconding motions.

B. No motion shall be debated until it has been seconded and announced by the President. Before debate, Staff will ensure the accuracy of the motion for the minutes.

C. If a motion does not receive a second, then the issue is not considered. The President shall allow an opportunity for the motion to be rephrased or otherwise

D. discussed before moving on to the next business item.

E. A motion may not be withdrawn without the consent of the Commission member seconding it.

F. If during discussion, the originator of the motion and the Commission member seconding it agree, a friendly amendment may be moved forward.

### **Section 36. Debate.**

A. Any Commission member who has the floor shall confine comments to the question under debate, avoid personalities, and refrain from impugning the motives of any member argument or vote.

B. Commission members shall limit their remarks on a subject to five minutes unless granted additional time by the majority of the Commission.

C. Commission members, once recognized, shall not be interrupted while speaking, unless called to order by the President, or unless a Commission member raises a point of order while he or she is speaking, in which case, he or she shall cease speaking immediately until the point is determined. Points of order focus on whether the rules are being followed. If ruled to be in order, he or she shall be permitted to proceed; if ruled to be out of order, he or she shall remain silent or shall alter his or her remarks as to comply with the ruling. (Robert's Rules of Order Newly Revised, 10<sup>th</sup> Edition, pg. 240)

D. Commissioners desiring to question the administrative staff shall address his or her question to the President, who shall be entitled to either answer the question or designate a staff member for that purpose.

E. Citizens desiring to address the Commission shall first be recognized by the President and shall limit remarks to the question then under discussion. All remarks and questions shall be addressed to the Commission as a whole and not to any individual Commission member thereof. The President has full authority to allow or disallow public comments during debate.

F. Subsidiary Motions. When a question is before the Commission, no motion shall be entertained except:

1. to postpone indefinitely (dispose the question without a vote).
2. to amend (make changes to the question);
3. to refer (establish a committee to further review);
4. to postpone (consider the question at a later time);

5. for the previous question (end discussion and vote);

These motions shall have precedence in the order indicated. Any such motion, except a motion to amend, shall be put to a vote without debate. (RR, 10<sup>th</sup> Ed., pg. 60)

### **Section 37. Voting.**

A. Votes Made Public. Upon conclusion of discussion or when the previous question has been called for, the President shall first ask for the 'yes' votes, followed by the 'no' votes. After a vote has been taken, the President shall announce the results of the vote. Modifications to this policy are allowed, but all individual votes must be made public and entered into the minutes.

B. Voting Required. When the vote has been called for, every present Commission member shall vote either yes, no, or abstain. Commissioners shall, at the time of voting, make a statement for the minutes indicating their reason for abstaining. No Commissioner may vote by proxy.

C. Minimum Votes Required. The passage of any motion shall require the affirmative vote of at least a quorum of the whole Commission or as defined by resolution.

D. Tie Vote. In case of a tie vote, the proposal shall be considered lost.

E. Changes. Any member may request that his or her vote be changed, if such request is made prior to consideration of the next order of business.

F. Abstention. For purposes of voting, an abstention is neither an affirmative vote nor a negative vote on any matter before the Commission. A Commission member who abstains from voting is still counted towards the number of members required present for a quorum, but the abstention vote does not count for either a yes or no.

**Section 38. Recess.** The President may call a recess of a meeting for a specified time whenever it appears, in the opinion of the President, that a meeting will be unusually long or that a recess would be beneficial for other reasons. A recess may be called during debate or at any other time during the meeting.

**Section 39. Adjournment.** The meeting shall be adjourned by decision of the Chair, a majority vote or as a result of the loss of a quorum. The time of adjournment shall be recorded in the minutes.

## **PART VIII. ADMINISTRATIVE PROVISIONS**

**Section 40. Amendment.** These by-laws may be amended by Ordinance by following the provisions in ORS 198.510 to 198.600.

**Section 41. Severability.** If any provision, section, phrase, or word of this

Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.

**Section 42. Codify.** Staff is directed to organize these by-laws and potential future amendments to these by-laws into a generally accepted professional format for public use and viewing.

**Section 43. Recitals.** The recitals of this Ordinance are incorporated herein by reference and adopted as findings in support of this Ordinance.

**Section 44. Scrivener’s Errors.** A scrivener’s error in any portion of this ordinance may be corrected by the Executive Director during codification.

**Section 45. Repeal.** Previously adopted policies that conflict with this Ordinance are hereby repealed.

**Section 46. Effective Date.** All rights and privileges hereby granted shall be effective 30 days after its adoption. (ORS 198.570(1))

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025

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

ATTEST

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

**CERTIFICATE  
Attestation of a Copy of a Document**

State of Oregon )  
Hood River County )

I certify that this is a true and correct copy of a document in the possession of the Port of Hood River.

Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public – State of Oregon



# Commission Memo

Prepared by: Kevin Greenwood, Executive Director  
Date: February 18, 2025  
Re: Airport Operational Assessment



---

## **BACKGROUND:**

Jeff Renard, Aviation Management Services LLC, was hired this past summer to serve as the Port's contract airport manager on a six-month contract. The final deliverable as part of the contract was to present findings as part of an airport operational assessment.

## **ISSUE:**

The Ken Jernstedt Airfield is budgeted to receive a \$130k subsidy to cover airport operations and another \$120k to cover capital outlay expenditures. Bridge tolls historically cover these subsidies. In 2026, the current bridge will become federalized and tolls will no longer be able to cover these expenses. Most local government airports in Oregon utilize municipal property taxes to cover airport operations. As the Port receives very little property taxes (c. \$100k), the Airfield will need to find ways to reduce expenses and add revenue in the coming year.

## **NEXT STEPS:**

Feedback from today's presentation will help AMS fine-tune projects to be discussed at Spring Planning in April. The Commission will also need to determine if it wants to renew the AMS contract for the next year to continue managing federal grants, capital projects and operational stream-lining.

## **RECOMMENDATION:**

Project prioritization will helpful discussion. Management is also recommending a renewal of the AMS contract for the next year.

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## **AVIATION MANAGMENT SERVICES**

# **KEN JERNSTEDT AIRFIELD OPERATIONAL OPPORTUNITIES 2025 REPORT**



Hood River Airport is at a pivotal moment as financial support from the Hood River Bridge is set to end in July 2026. To achieve long-term sustainability, the airport must enhance operational efficiency, control costs, and optimize revenue streams. Key initiatives include renegotiating the Fixed Base Operator (FBO) contract, adjusting lease agreements to reflect market rates, and implementing cost-sharing models for utilities and maintenance. These efforts will ensure that expenses are managed effectively while creating a stable financial foundation for the airport's future.

**Strategic capital improvements are essential to maintaining and expanding airport infrastructure. Immediate priorities include the South Apron T-Hangar project, which will increase capacity and revenue, and a comprehensive utility mapping initiative to facilitate future development. Mid-term investments, such as constructing a new terminal building and additional box hangars, will enhance operational efficiency and support aviation growth. Long-term projects, including the development of the Northwest Hangar Site and SE Glider Port, will require external funding and careful planning to ensure viability.**

**To support these efforts, the airport is also refining its land lease and through-the-fence (TTF) agreements. Increasing lease revenue through strategic adjustments and securing new agreements will generate additional funding without major capital investment. By focusing on cost-saving measures, revenue optimization, and targeted infrastructure investments, Hood River Airport is positioning itself for long-term success. Through careful planning and execution, the airport will transition to a self-sustaining model while continuing to serve the aviation community and regional stakeholders effectively.**



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**AMS Closing Note  
Section # 1**

**Hood River Airport: Operations & Financial Strategy**

**Narrative Overview**

The financial sustainability of Hood River Airport is paramount as funding from the Hood River Bridge ends in July 2026. This section outlines operational improvements and financial strategies aimed at optimizing efficiency, reducing costs, and enhancing revenue streams.

---

**Operations Improvement Plan**

**Review of Costs**

**Revenue (excluding grants)**

20-21	\$228,057	Personnel Expenses	\$145,754
21-22	\$252,882	Personnel Expenses	\$139,976
22-23	\$281,557	Personnel Expenses	\$184,700
23-24	\$294,000	Personnel Expenses	\$220,900
24-25	\$297,500	Personnel Expenses	\$

**Narrative:** Optimizing operational costs is crucial to achieving financial independence. Identifying inefficiencies in maintenance, administrative expenses, and groundskeeping will lead to significant cost savings.

- **Objective:** Optimize airport operations to reduce costs and improve efficiency.
- **Key Actions:**
  - Conduct efficiency audits on maintenance and groundskeeping.
  - Minimize legal and professional service fees.
- **Timeframe:** 2025
- **Feasibility:** High
- **Minimum Projected Savings:** 15% reduction in actual costs

- **SWOT Analysis:**
  - **Strengths:** Easier to cut costs than increase revenue.
  - **Weaknesses:** Maintenance adjustments may affect aesthetics. Capital project work will increase executive team time requirements.
  - **Opportunities:** Improved efficiency in groundskeeping and cost management.
  - **Threats:** Unforeseen maintenance needs.
- **Implementation Plan:**
  - **Action Steps:** Executive Director, Consultant, and Maintenance Manager will review groundskeeping and maintenance requirements and develop an efficiency plan.
  - **Responsible Parties:** Executive Director, Building/Maintenance Manager, Financial Officer, Consultant.
  - **Timeline:** 2025.
  -

## FBO Contract Renewal

**Narrative:** The current FBO contract presents an opportunity to restructure agreements that will improve revenue generation and cost-sharing mechanisms.

- **Objective:** Improve financial terms of the Fixed Base Operator (FBO) contract.
- **Key Actions:**
  - Renegotiate fuel charges to remain competitive.
  - Adjust cost-sharing arrangements for maintenance.
- **Timeframe:** 2025
- **Feasibility:** Moderate
- **SWOT Analysis:**
  - **Strengths:** Stable contract benefiting both parties.
  - **Weaknesses:** Fuel sales alone do not sustain the FBO.

- **Opportunities:** Competitive fuel pricing to minimize losses to nearby airports.
- **Threats:** Market volatility and lack of competition in the FBO space.
- **Implementation Plan:**
  - **Action Steps:** Consultant finalizes review and recommendations. Discussion with Port Management and Airport Board. Take findings to the Port Commission for approval and release RFQ.
  - **Responsible Parties:** Consultant, Executive Team, Airport Board.
  - **Timeline:** Review & recommendations; Q2 - Airport Board & Port Commission: RFQ creation & solicitation.

### Hangar Lease Agreements & Pricing

**Narrative:** Many hangars operate under outdated lease agreements. A comprehensive lease rate review will ensure fair pricing and improve revenue collection.

- **Objective:** Update market analysis and adjust lease rates accordingly.
- **Current Revenue:**
  - T-hangars: \$175,000 annually
  - Box hangars: \$72,600 annually
- **Projected Revenue:** Increase revenue by CPI+ over next 2 years.
- **Next Steps:** Market study and options analysis for port commission.
- **Feasibility-** High
- **SWOT Analysis:**
  - **Strengths:** Increased revenue potential.
  - **Weaknesses:** Tenant resistance to lease increases.
  - **Opportunities:** CPI-based lease adjustments ensure financial sustainability.
  - **Threats:** Lease rate changes may affect occupancy rates.
- **Implementation Plan:**



- **Action Steps:** Consultant completes options analysis and provides lease rate recommendations. The Executive Team presents findings to the Port Commission for approval and implementation.
- **Responsible Parties:** Consultant, Executive Team, Port Commission.
- **Timeline:** Q1 2025 - Market analysis; Q2 2025 - Implementation of adjusted rates.

### Utility & Maintenance Cost Sharing

**Narrative:** Analyzing current cost-sharing models for utilities and maintenance will help identify areas for increased reimbursement from tenants.

- **Objective:** Increase reimbursement revenues from utility and maintenance costs.
- **Current Revenue:** Budgeted at \$11,000 annually
- **SWOT Analysis:**
  - **Strengths:** Increased tenant contributions reduce airport burden.
  - **Weaknesses:** Implementation complexity.
  - **Opportunities:** Expanding cost-sharing across additional utilities.
  - **Threats:** Tenant pushback on increased charges.
- **Implementation Plan:**
  - **Action Steps:** Conduct a utility and maintenance cost review. Develop a cost-sharing model and discuss implementation with tenants.
  - **Responsible Parties:** Executive Director, Financial Officer, Airport Advisory Committee.
  - **Timeline:** Q2 2025 - Review and implementation discussions.

### Tie-Down Fee Adjustments



**Narrative:** The airport currently allows the FBO to retain all transient tie-down fees. A revenue-sharing model should be explored.

- **Objective:** Reassess the structure of transient tie-down fees.
  - **Projected Revenue Impact:** Minimal but could be optimized.
  - **Feasibility:** Low on its own but can combine with FBO contract
  - **SWOT Analysis:**
    - **Strengths:** Additional revenue stream for the airport.
    - **Weaknesses:** Limited financial impact overall.
    - **Opportunities:** Negotiation with the FBO to share revenue.
    - **Threats:** Administrative burden may outweigh benefits.
  - **Implementation Plan:**
    - **Action Steps:** Review tie-down fee structure with FBO and negotiate potential revenue-sharing model.
    - **Responsible Parties:** Executive Director, Financial Officer, FBO Representative.
    - **Timeline:** Q3 2025 - Negotiation and implementation.
- 

## Recommendations & Next Steps

1. **Prioritize cost-saving measures** that provide immediate financial relief.
2. **Expedite lease renegotiations** to ensure fair market rates and increase revenue.
3. **Review FBO agreement** to align costs and revenue more equitably.
4. **Reassess utility reimbursements** and maintenance-sharing agreements.
5. **Develop a long-term financial plan** to sustain operations post-2026.

By implementing these financial and operational strategies, Hood River Airport will enhance efficiency, maximize revenue, and move toward self-sufficiency.

## Section #2

## Hood River Airport: Port Owned Capital Projects

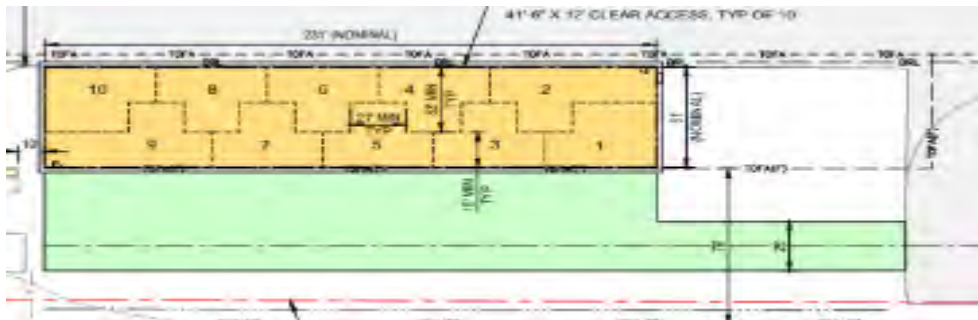
### Narrative Overview

Capital improvements at Hood River Airport must focus on cost-effective development while ensuring compliance with aviation standards. This section details priority projects categorized by their timeline: Tier 1 (Immediate), Tier 2 (Mid-Term), and Tier 3 (Long-Term). These projects aim to enhance airport infrastructure, improve operational efficiency, and support revenue growth.

---

### Tier 1 (Immediate Priority)

#### South Apron T-Hangars



**Narrative:** This project is currently funded and underway. The addition of T-hangars will increase capacity and generate long-term lease revenue with minimal upfront costs.

- **Objective:** Expand hangar capacity to increase airport revenue.
- **Status:** Funded and in progress
- **Projected Completion:** Q2 2026
- **SWOT Analysis:**
  - **Strengths:** Minimal site preparation, direct taxiway access. Utilities on site.

- **Weaknesses:** Requires substantial local funding match.
- **Opportunities:** Additional land lease potential depending on total number of T Hangars (10 or 13) the port match can build.
- **Threats:** Fire suppression requirements may increase costs.
- **Implementation Plan:**
  - **Action Steps:** Consultant works with Executive Staff, Precision Approach, and permitting authorities to finalize construction plans and ensure compliance.
  - **Responsible Parties:** Consultant, Executive Director, Engineering Firm.
  - **Timeline:** Q1 2026 - Construction completion.

### Utility Development & Mapping

**Narrative:** There has been a lot of investment into the utilities on the airport. We need to locate the comprehensive utility map. Tier 1 projects should have utilities present or very near to limit capital costs. Tier 2 projects should have some utilities near and be financially viable to bring utilities to the site. Tier 3 projects need grant dollars for investment to make the project financially viable. Currently, there is no major port utility investment in the CIP scheduled.

- **Objective:** Locate and digitize utility maps to inform project planning.
- **SWOT Analysis:**
  - **Strengths:** Utilities are developed around the airport on both the N and S sides.
  - **Weaknesses:** There are capacity issues with the sewer line on the N side of the runway.
  - **Opportunities:** Work with the City of Hood River on the capacity issues on the sewer system.
  - **Threats:** Currently, the capacity issue will not allow a restaurant to be placed in any new terminal building.
- **Implementation Plan:**
  - **Action Steps:** Locate, compile, and digitize all utility data to be used in airport master planning. Engage with the City of Hood River regarding sewer capacity expansion.

- **Responsible Parties:** Executive Director, Consultant, Engineering Team, City of Hood River.
  - **Timeline:** Q4 2025 - Completion of mapping and initial discussions with the city.
- 

## Tier 2 (Mid-Term Priority)

### Terminal Building & Box Hangars (North Site)



**Narrative:** The airport must relocate port offices due to the Hood River Bridge project. This presents an opportunity to develop a new terminal and box hangars.

- **Objective:** Establish a new terminal building and additional hangar space.
- **Projected Cost:**
  - Terminal Design: \$150,000
  - Terminal/Port Building: \$2M
  - Box Hangars (1-4): \$3.9M
- **Timeframe:** 2025-2026
- **SWOT Analysis:**
  - **Strengths:** Potential for relocation funding, utilities in place.
  - **Weaknesses:** High upfront investment.
  - **Opportunities:** Public-private partnership for co-located spaces.

- **Threats:** Delays in bridge project may impact funding.
- **Implementation Plan:**
  - **Action Steps:** Conduct feasibility study, secure funding sources, initiate design and permitting process.
  - **Responsible Parties:** Executive Team, Consultants, Port Commission.
  - **Timeline:** 2025-2026 - Design and construction phases.

### **Taxiway and Runway Development**

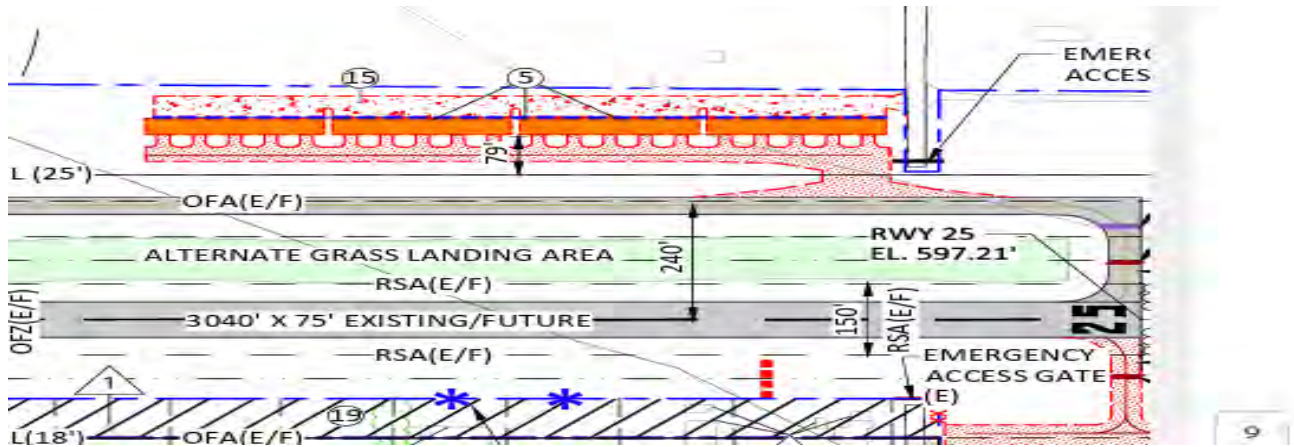
**Narrative:** The TW & TL Maintenance and N Apron Reconfiguration project will address aging taxiway and taxilane pavements that are deteriorating and in need of pavement maintenance work to maintain future integrity. The maintenance work includes asphalt crack sealing, surface treatment (slurry seal), and new pavement marking. Additionally, this project will remove existing helicopter parking positions and install new fixed-wing aircraft tie-down anchors to meet demand. Records show the last pavement maintenance was completed in 2013 and 2015, with new work recommended by 2027.

#### **Description:**

- **Cost Estimate:** \$505,555 (including design and construction).
- **Time/Difficulty:** Construction scheduled for 2027.
- **SWOT Analysis:**
  - **Strengths:** Funding is programmed with the FAA, cost estimates will determine the Ports contribution.
  - **Weaknesses:** Requires a 10% match from airport funds unless state grant dollars can be found.
  - **Opportunities:** Potential for state grant dollar match.
  - **Threats:** Lack of grant dollars and insufficient match funding availability from the port.
- **Implementation Plan:**
  - **Action Steps:** Conduct design phase, secure state match funding, initiate bidding and permitting process.
  - **Responsible Parties:** Executive Director, Engineering Team, FAA Representatives.

- **Timeline:** Design and funding secured by 2026, construction in 2027.

## Orchard Road Hangars



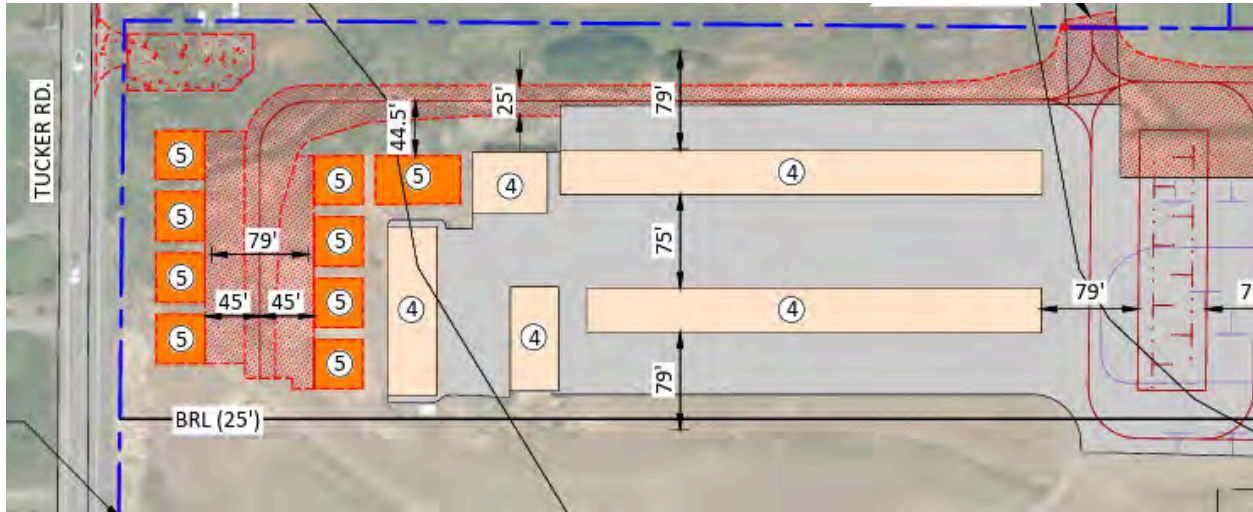
**Narrative:** A mid-term development with strong revenue potential. This site requires grading and infrastructure upgrades but has proximity to an existing taxiway.

- **Objective:** Develop new hangars at Orchard Road.
- **Cost Estimate:** Requires grading, filling, aprons, utilities, and hangar construction; financially unviable without FAA or state investment.
- **Time/Difficulty:** Moderate difficulty due to funding constraints.
- **SWOT Analysis:**
  - **Strengths:** Close to taxiway, moderate investment requirement compared to NW hangar project. Power is on-site, water is adjacent to Orchard Road.
  - **Weaknesses:** Slope and fill necessary, possible issue with setbacks from the grass runway and wetlands on the west end. Sewer is not near the site.
  - **Opportunities:** Potential through-the-fence agreement to share costs on taxiway extension.
  - **Threats:** If the building setback zone is changed due to the alternative grass strip, this location will be difficult to develop.
- **Feasibility:** After the S hangars and N apron are built, this location appears to be the next cost-effective investment.

---

### Tier 3 (Long-Term Priority)

#### Northwest Hangar Site Development

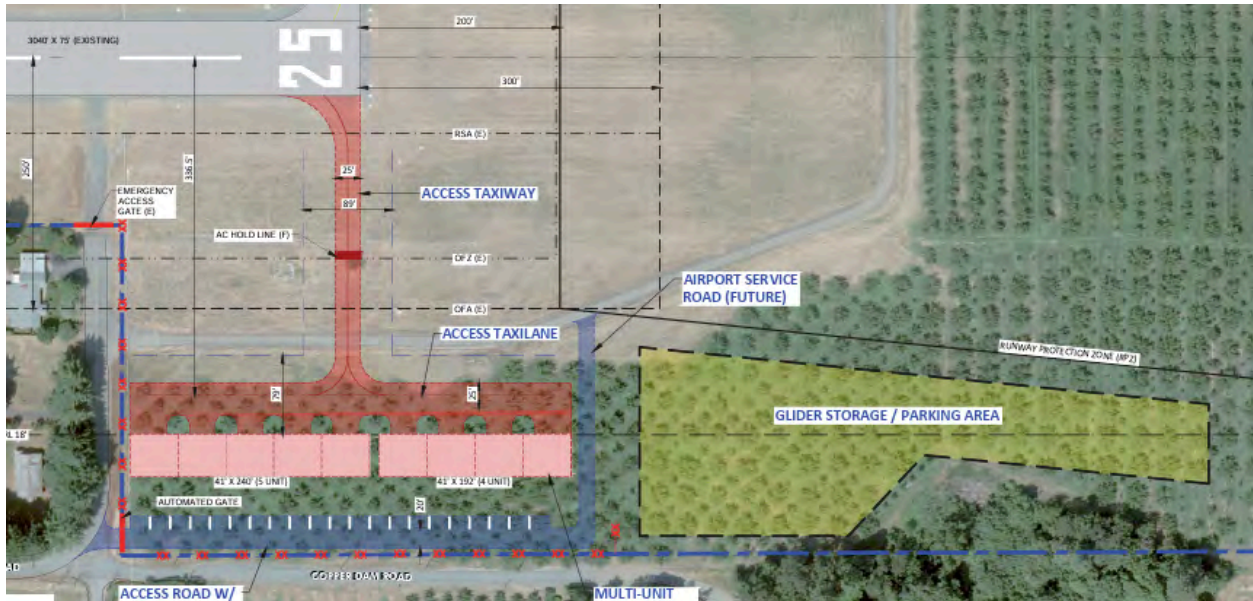


**Narrative:** This site has long-term potential for additional hangars but requires costly taxiway construction and environmental mitigation.

- **Objective:** Expand available hangar space for future growth.
- **Estimated Cost:** \$TBD for site preparation
- **SWOT Analysis:**
  - **Strengths:** Zoned for aviation development.
  - **Weaknesses:** High cost of taxiway infrastructure. (exploring a redesign on the south side of hangars for the taxiway) Possible mitigation costs.
  - **Opportunities:** FAA funding could offset costs.
  - **Threats:** Environmental permitting challenges.
- **Implementation Plan:**
  - **Action Steps:** Conduct environmental impact study, secure FAA funding, plan phased development.
  - **Responsible Parties:** Executive Director, Environmental Consultants, FAA Representatives.
  - **Timeline:** Post-2026 - Dependent on funding and approvals.



## SE Glider Port



**Narrative:** The SE corner of the airport is currently used for glider operations. No buildings are present on the site, and the area is zoned EFU (Exclusive Farm Use), which may require rezoning for further development.

- **Objective:** Develop a glider port with necessary infrastructure.
- **Cost Estimate:** TBD
- **Time/Difficulty:** Moderate difficulty due to zoning and infrastructure requirements.
- **SWOT Analysis:**
  - **Strengths:** Water, power, and natural gas are available on the west side of the area; appears to be outside the OFZ.
  - **Weaknesses:** No sewer nearby, may require clearing fruit trees for buildings.
  - **Opportunities:** Collaborate with stakeholders to facilitate a comprehensive rezone for the airport and surrounding properties.
  - **Threats:** Rezoning EFU to airport use may be a lengthy process.

- **Feasibility:** The glider club and airport advisory group could lead this initiative. Given the zoning restrictions and potential removal of fruit trees, this project does not fit into the Tier 1 category but remains achievable through a land lease model, allowing Port funds to be allocated elsewhere.
- 

## Recommendations & Next Steps

1. **Advance Tier 1 projects** with available funding.
2. **Secure additional financing** for Terminal & Box Hangar development.
3. **Begin feasibility studies** for Tier 3 projects to assess viability.
4. **Pursue FAA and state grants** to offset development costs.

By following this strategic capital improvement plan, Hood River Airport will enhance infrastructure, expand its operational capacity, and increase both short term and long-term revenue potential.

## Section #3

### Hood River Airport: Land Lease & Through-the-Fence Agreements

#### Narrative Overview

Land leases and through-the-fence (TTF) agreements are essential components of the airport's financial sustainability. This section provides a detailed analysis of current leases, new opportunities, and potential improvements to existing agreements.

---

#### Current Lease Revenue

##### Annual Revenue Overview

**Narrative:** The airport currently generates \$34,900 annually from land leases. Updating lease structures, ensuring fair market rates, and optimizing land use can increase this revenue stream.

- **Annual Revenue:** \$34,900
- **Goal:** Increase revenue by 25% by 2026

---

## Tier 1 Land Lease Priorities

### Jeanette Road (North Apron Site 1)

**Narrative:** This site presents the highest-value lease opportunity due to its location and existing infrastructure. Adjusting lease pricing to reflect demand and capital investment will maximize revenue.

- **Projected Revenue:** \$9,300/year at current rates on approx. 31,000 sq ft.
- **SWOT Analysis:**
  - **Strengths:** Prime location with utilities and apron access.
  - **Weaknesses:** Parking logistics need resolution.
  - **Opportunities:** Lease rate adjustments for increased revenue.
  - **Threats:** Fire truck access and fencing issues.
- **Implementation Plan:**
  - **Action Steps:** Conduct lease review and market analysis. Engage potential lessees and finalize lease terms.
  - **Responsible Parties:** Executive Director, Consultant, Port Commission.
  - **Timeline:** 2025 - Lease adjustments finalized.

### South Apron (West of Hood Tech Aero)

**Narrative:** This site is ideal for aviation-related businesses and offers immediate leasing potential due to existing taxiway access and utilities.

- **Projected Revenue:** \$7,200/year at current rate on 24,000 sq ft
- **SWOT Analysis:**
  - **Strengths:** Easy build, utilities in place.
  - **Weaknesses:** Less desirable location than North Apron.

- **Opportunities:** Business attraction potential.
  - **Threats:** Possible sewer line conflicts.
  - **Implementation Plan:**
    - **Action Steps:** Identify and engage aviation-related businesses. Finalize lease agreements.
    - **Responsible Parties:** Executive Director, consultant Port Commission, Legal Team.
    - **Timeline:** 2025 - Lease execution.
- 

## Tier 2 Lease Opportunities

### Southwest Corner (West of 3800)



**Narrative:** This area has potential for future aviation business expansion but requires infrastructure development.

- **Projected Revenue:** \$8,100/year
- **Challenges:** Taxiway extension, wetland mitigation.
- **SWOT Analysis:**
  - **Strengths:** Good highway visibility.
  - **Weaknesses:** Infrastructure investment required.

- **Opportunities:** Aviation business growth.
  - **Threats:** Environmental permitting restrictions.
  - **Implementation Plan:**
    - **Action Steps:** Conduct feasibility study, secure necessary permits, plan phased development.
    - **Responsible Parties:** Executive Director, Consultant, Engineering Team, Environmental Consultants.
    - **Timeline:** 2025 - Feasibility completion.
- 

## Through-the-Fence Agreements

### Overview

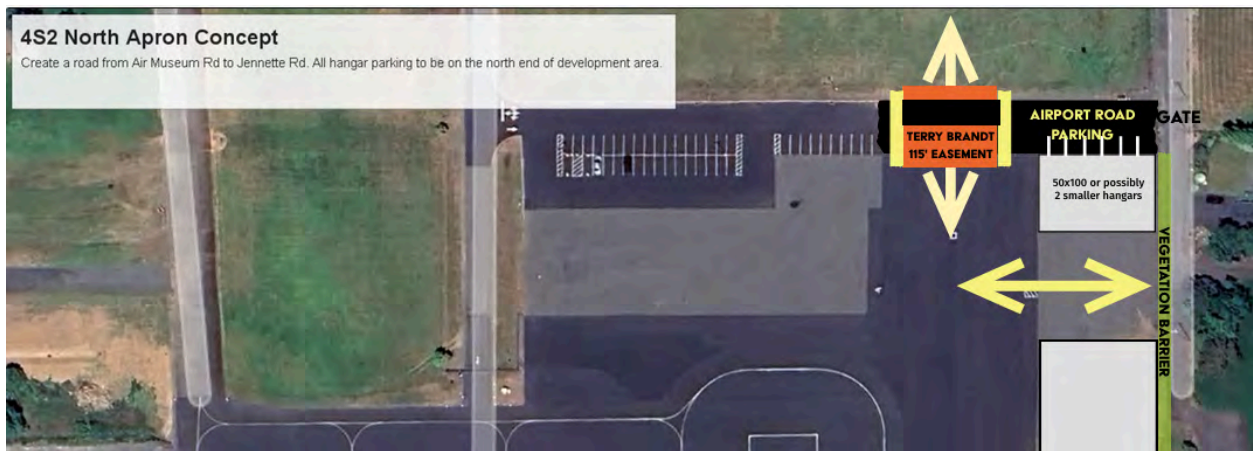
There is the traditional residential TTF but other options, such as a controlled access fee model, should be considered, as TTFs can be difficult to get through the FAA process. It is recommended to bundle the TTFs with a holistic zoning update and then revise the Airport Master Plan accordingly. This would require significant effort but would likely yield long-term revenue benefits, making it a Tier 2 priority.

### Hangar Homes

- **Description:** There are existing through-the-fence agreements with the homes along the airport. These agreements need periodic updates and present opportunities for small potential increases in revenue.
- **SWOT Analysis:**
  - **Strengths:** Established agreements provide consistent revenue.
  - **Weaknesses:** Agreements need periodic renegotiation.
  - **Opportunities:** Increase fees or modify agreements for better terms.
  - **Threats:** FAA regulatory restrictions.
- **Implementation Plan:**
  - **Action Steps:** Review agreements, conduct comparative analysis with other airports, update agreements where feasible.
  - **Responsible Parties:** Executive Director, Legal Team.

- **Timeline:** 2026 - Agreement review completion.

## N Agreement #1 (WAAM)



- **Description:** The TTF agreement on the North Apron needs to be finalized.
- **SWOT Analysis:**
  - **Strengths:** Great deal of work has been completed.
  - **Weaknesses:** Unfinalized agreement. Low potential for revenue.
  - **Opportunities:** Enhance agreement to ensure compliance and sustainability.
  - **Threats:** Delays in negotiation could result in revenue loss.
- **Implementation Plan:**
  - **Action Steps:** Gather necessary details, finalize agreement.

- **Responsible Parties:** Executive Director, WAAM Representatives, Legal Team.
- **Timeline:** 2025 - Finalization of agreement.

### S Agreement #1 (Von Flotow)



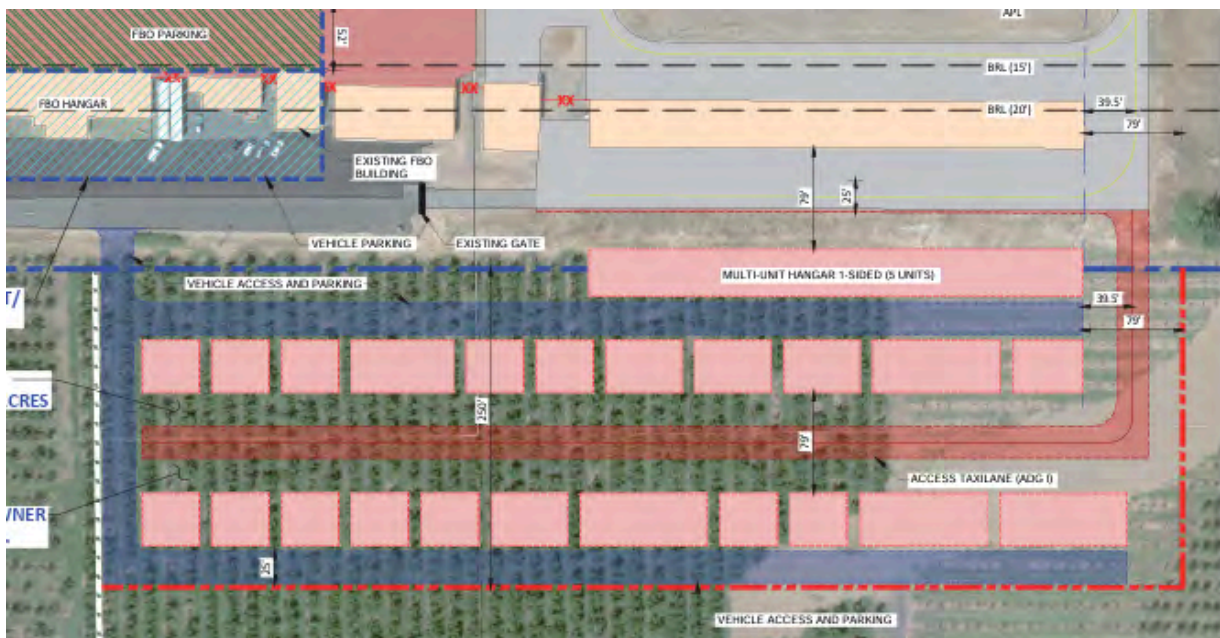
- **Description:** The former fueling station area could be utilized for a TTF agreement with Parcel 02N10E11C00300.
- **SWOT Analysis:**
  - **Strengths:** No capital investment required by the airport.
  - **Weaknesses:** Requires zoning change.
  - **Opportunities:** Creates new revenue streams at no cost.
  - **Threats:** Regulatory hurdles with zoning changes.
- **Implementation Plan:**
  - **Action Steps:** landowner Initiate zoning change, draft agreement.

- **Responsible Parties:** Executive Director, Consultant, Legal Team.
- **Timeline:** 2026 - Agreement implementation.

### N Agreement #2 (Richards)

- **Description:** Parcel 02N10E11A02300 owner is interested in a TTF agreement.
- **SWOT Analysis:**
  - **Strengths:** Aligns with existing airport expansion plans.
  - **Weaknesses:** Requires Master Plan update.
  - **Opportunities:** Shared development costs with private owners.
  - **Threats:** FAA approval process delays.
- **Implementation Plan:**
  - **Action Steps:** Conduct feasibility analysis, integrate agreement into Master Plan.
  - **Responsible Parties:** Executive Director, Consultant, FAA Representatives.
  - **Timeline:** 2025 - Feasibility and planning completion.

### S Agreement #2 (Benton)





- **Description:** Existing Airport Master Plan includes a TTF agreement for Parcel 02N10E11C00101.
  - **SWOT Analysis:**
    - **Strengths:** Pre-approved in Master Plan.
    - **Weaknesses:** Requires final agreement execution. Zoning on parcel is EFU.
    - **Opportunities:** Early implementation can generate revenue before construction.
    - **Threats:** Regulatory delays in agreement execution.
  - **Implementation Plan:**
    - **Action Steps:** Execute agreement based on existing framework.
    - **Responsible Parties:** Executive Director, Legal Team.
    - **Timeline:** 2026 - Agreement execution.
- 

## Recommendations & Next Steps

1. Renegotiate existing land leases to ensure fair market rates.
2. Pursue high-priority land lease agreements (Jeanette Road, South Apron Sites).
3. Develop a structured approach to new TTF agreements, ensuring FAA compliance and maximizing revenue potential.
4. Initiate rezoning efforts for parcels with development potential.



*AMS has carefully considered and analyzed these many opportunities currently facing the airport. Our team is confident we can assist the Port Commission and Executive team achieve their objectives in making the Ken Jernstedt Airport financially secure.*

*The staff at AMS will diligently seek feedback and guidance from the Commission as well as the Executive team in the process of evaluating the many different opportunities at the airport.*

*Our experience leads us to recommend the importance of networking with many other private and public partnerships. Together we can ensure the local business investment and involvement at the airport has a healthy future that is both profitable and sustainable.*



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# Commission Memo

Prepared by: Kevin Greenwood, Executive Director  
Date: February 18, 2025  
Re: Discussion on Marina Upland Development Approach



## BACKGROUND:

The Marina West (DMV) and Marina East (old Chamber) buildings have been terribly inefficient buildings. Built in the early 1970s, the buildings continue to lose money for the Port even when full at market rates due to poor construction. With tolls unable to subsidize Port properties, the Commission has asked staff to find ways to make properties self-sufficient with the intent of using positive net income to cover the operational expenses of the waterfront event site and parks. At the January regular meeting, Tom Bacci shared that there is some private interest in developing this area and that a land lease could be possible generating positive net income for funding waterfront park operations.



## ISSUE:

The waterfront trail, parking and Marina Green are popular public amenities that receive high traffic throughout the year. Though most of the area is zoned Commercial (C-2), any development in the area will generate public scrutiny. In addition, at least two ballot measures were considered in the 1990s attempting to limit the Port's ability to develop the site. The purpose of this memo is to discuss a process for incorporating public comment in the development of the site.

## APPROACH:

1. Open House
  - a. Background Presentation
    - i. Loss of Tolls for Waterfront Recreation Facilities. Show high-level overall financial situation for funding parks.
    - ii. Maps of the site.

- iii. Inefficiency of Marina Complex. Show loss of buildings and marina green including summary of tenants and lease expiration.
  - iv. Zoning for the site.
  - v. Bridge Replacement impacts. Show any federal restrictions.
  - vi. History of Ballot Measures. Include legal interpretation and options for the commission.
  - vii. Review of Past Plans (if any)
  - viii. Reiterate Purpose and Need
  - ix. Conclude with process schedule
- b. Public Hearing to receive comments
2. Prepare minutes/summary of Open House comments ... one week
  3. Commission approves minutes and directs staff to issue request for proposals from developers ... one week
  4. Developer proposals submitted to Commission ... four weeks
  5. Commission completes scoring and determines finalists for interviews ... one week
  6. Complete interviews and make determination on whom to work with ... two weeks
  7. Complete negotiations ... four to six weeks
  8. Execute contracts ... one week.

Prepare for a public open house where staff could give a 15 minute presentation on the site and receive public comment. The presentation would focus on the site's history, zoning, past efforts regarding the site, grant restrictions, bridge replacement impacts, financial implications, etc.

After the Open House a summary of the comments could be developed and shared with interested developers (two weeks).

Port would set a date for proposals to be received by the Port (one month), with the Commission scoring the proposals (one week), and narrowing the field to interviews (one week). Commission would then vote on the firm they would most like to work with and start the process of negotiating a land lease with an understanding of the expectations on development moving forward.

Staff would prepare and present with some minor consultant contributions. Budget implications would be less than \$1,000 for the open house/process.

**RECOMMENDATION:**

Discussion only. Staff would appreciate any feedback on the proposed presentation or process.



Executive Director's Report  
February 18, 2025

**ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR**

- SDAO Annual Conference. *The Port was well represented at the Feb. 7-9 Special Districts Association of Oregon (SDAO) Annual Conference in Bend this year. Commissioners Tor Bieker and Heather Gehring, Executive Director Kevin Greenwood, Facilities Manager Ryan Klapprich, Office Manager Marcela Diaz, and Projects Coordinator Molly Harpel all attended. Courses included Cybersecurity, Public Meetings Law, Effective Legislative Engagement, Avoiding Employment Litigation, Procurement, Safety Programs and Port Caucus meetings. In addition to networking with other special districts, there was a team-building opportunity Saturday night when Port members joined two from the Port of Cascade Locks to participate in a Family Feud style contest. SDAO continues to be an excellent source for continuing education, networking and team-building.*
- Strategic Business Plan. *The Port's Current Strategic Plan runs through 2026. The next Commission will be responsible for developing the Port's next Five-Year Plan. The two main directives that came from the public planning process was "the replacement of the Hood River-White Salmon Interstate Bridge is a central concern to all areas of Port service delivery" and "establishing financial self-sustainability in all non-bridge arenas of Port operations is an overarching concern." The Port is progressing on a number of initiatives following through on the goal that the Port will no longer utilize tolls for non-bridge-related activities. The current projects include:*
  - *Adding additional parking lots on the waterfront with all net income applied to waterfront parks operations.*
  - *Developing a process for the re-development of the Marina Commercial Zone with 100% of the land lease paying for Port waterfront operations and recreational services while eliminating inefficient buildings and assets.*
  - *Completing a market and feasibility study for storage facility in Odell with positive net income being applied to waterfront park operations and increasing available funds for economic development opportunities.*
  - *Filling all vacancies in our commercial/industrial buildings to ensure healthy reserves for capital replacements and incubation for start-up companies.*
  - *The addition of 13 T-hangars at the Ken Jernstedt Airfield decreasing the subsidy at the airport. Memo from Jeff Renard attached – See Attachment A*
  - *The non-profit is studying whether a license plate fundraising program is feasible for waterfront parks and rec operations and capital programs.*

*Over the last two years, the Port has made a number of efficiencies and cuts to make non bridge-related activities less dependent on bridge tolls. For this fiscal year, the operational costs in the General Fund will rely on a toll subside of just under \$100,000. For capital repairs, there continues to be significant reliance on bridge tolls. We feel that the initiatives discussed in our planning sessions and budget processes (and summarized above) will allow for the Port to continue to provide high levels of service in the coming years for the waterfront recreation, marina, airport and business development.*

- Summer 2024 Emergency Bridge Repair Claim. *The defendant (Riley Materials LLC) in the Summer 2024 bridge accident carries \$1M in auto liability coverage through Progressive Insurance, which the Port is expected to receive payment for within the next 60-90 days. Per the policy, if CHUBB pays a claim amount in excess of the Port's deductible, CHUBB and the Port are entitled to split the proceeds from Progressive based on the ratio between the \$1M deductible and the actual claim amount estimated at \$1.4M (71% to the Port and 29% to Chubb). The total claim amount is still*

being finalized so these are estimates only, but at the prior estimates and percentages, from the \$1M to be paid by Progressive, CHUBB would receive the first \$290K, while the Port would receive \$710K. Bear in mind that any attorney's fees and claims expenses get deducted first on the same pro-rated basis. The Port's CHUBB bridge insurance policy includes a \$1M deductible, which will be partially covered by the Progressive payout. The CHUBB insurance policy will cover anything over the \$1M deductible, up to final total claim amount. Therefore, the Port would be expected to receive a total of approximately \$1.1M from this claim based on the estimates above. The Port will need to decide if we want to engage a legal firm to recover any of the remaining \$290K owed to the Port. The recommended legal firm has suggested working on a contingency basis and would retain 25% of the gross recovery if resolved in pre-suit or 33% if resolved thereafter. If the firm is unable to recover the funds, the Port will not be required to pay for the effort. Management has reached out to the Port's General Counsel for guidance and will authorize the arrangement. Although the owner of the trucking company is the same as the owner of Rapid ReadyMix, the two companies are separate LLCs. As a result, the Port cannot include the \$290K in the Rapid ReadyMix bankruptcy lawsuit.

- Waterfront Parking Lot Development
  - City is currently in 45-day review of engineering plans. Last month's schedule only showed a 28-day review.
  - HRK has talked informally with contractors about the job and has adjusted the schedule to show a 63-day construction period. This would likely include both lots being installed at same time.
  - Schedule shows two city feed-back loops; staff is hoping HRK can present bid documents to Commission at March regular meeting for approval.
  - See Attachment B for updated schedule.
- Waterfront Infrastructure Progress Report attached (see Attachment C)
- Property Management. Report attached (see Attachment D)
- Airport Management. Reports attached (see Attachment E)
- Parking Management. Report attached (see Attachment F)
- Miscellaneous Items
  - Bridge and Port General Liability Insurance policies executed.
  - Continuing to receive comments from Commission regarding Administrative Office Relocation Survey. SUM Design hoping to have scoring criteria ready to present in March.
  - See Attachment G for draft Spring Planning agenda. Comments appreciated.
- Meetings attended/scheduled.
  - Mid-Columbia Housing Authority Director, Feb. 10
  - HRWSBA, Feb. 10
  - Staff Meeting, Feb. 11
  - Ashleigh Dougill, BEH, Feb. 12
  - Bi-State Recreation Insights, Feb. 13
  - Rotary Lunch/Crab Feed, Feb. 13
  - KHR Radio, Feb. 17
  - Non-Profit Board Meeting, Feb. 18
  - Regular Commission Meeting, Feb. 18
  - WSP/Roundabout w/ Comm. Sheppard, Feb. 19
  - Hood River County Flood Risk Map Planning, Feb. 19
  - Rep. Maxine Dexter Swearing In, Feb. 20
  - Rotary Lunch, Feb. 20
  - Mid-Columbia Housing Authority Board, Feb. 24
  - HRWSBA, Feb. 24
  - Hood River County Flood Risk Map Open House, Feb. 25
  - Rotary Lunch, Feb. 27
  - Airport Planning w/ Comm. Bieker & J. Renard, Mar. 3



- *Ann. Performance Evaluations, Mar. 4*
- *Rotary Lunch, Mar. 6*

#### **ADMINISTRATION – PATTY ROSAS, EXECUTIVE ASSISTANT**

- *The luncheon for toll collectors will be on March 19, 2025, at 12 PM in the Port Conference Room. We look forward to seeing you there!*
- *Keep an eye out for an email from the Oregon Government Ethics Commission (OGEC) as the filing period opens on March 15. If you need assistance, please contact Patty Rosas.*
- *A reminder that all board members must complete training on Public Meetings Law, approved by OGEC, at least once during each term of office. To sign up for a webinar, visit: <https://www.oregon.gov/ogec/training/Pages/Webinars.aspx>.*
- *Ongoing outreach is being conducted to inform the public about the upcoming tollbooth closure. As part of the tollbooth closure plan, the two center lanes will be closed, and candlestick markers will be placed to direct traffic to the outer lanes. See Attachment H for a draft of the signage plan.*
- *The new email feature on our website has been successful, allowing us to cancel Constant Contact, saving the Port \$5,556 per year.*
- *I attended the OGEC Jurisdictional Contact Training on February 5.*
- **Social Media Posts for February:**
  - *2/7/25 – Elections Notice*
  - *2/8/25 – Text Tolling Scam*
  - *2/10/25 – Bridge North Live Cam*
  - *2/14/25 – Oregon’s Birthday*
  - *2/17/25 – Port Commission Meeting Reminder*
  - *2/20/25 – Toll Booth PR*
  - *2/24/25 – Tenant Highlight: Pfriem*

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

- *Audit: The auditors have asked for additional information to support some of the financial statement numbers. We expect to have this wrapped up by the end of the month.*
- *Replacement Bridge: All grant activity at the federal level has stalled as the new administration gets up to speed on grants. This is placing a bit of a burden on the Bridge Authority as they try to keep the project moving forward, but there is currently money at the state level that is being utilized to further the project along. Washington had allocated \$15M in state funds that is being used right now, and Oregon is planning on selling lottery bonds the end of April/beginning of May that should provide another \$20M of funding while we wait on federal funds.*
- *The Bridge Authority has issued an RFP to get proposals for a federally approved overhead rate. This would allow the grants to pay for administrative costs.*
- *Toll Booth Closure: Work is continuing on the toll booth closure set to take effect on April 1, 2025. The plan at this time is to close the two inner lanes to help avoid issues with merging. The short merge after passing through the toll booth has always been a safety concern, and closing the toll booth is expected to make the short merge even more of a problem. The two inside lanes were chosen because they are narrower and create problems for bigger vehicles crossing the bridge.*
- *Signs are being ordered to help make it clear to drivers that they should not stop, and also to give them opportunities to pay their tolls before invoices are issued, which will save them an administrative fee. We are also getting rid of the red lights that come on when BreezeBy customers have a negative balance. All low and negative balances will now just show a yellow light.*

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

- *Met with Passport Parking Rep- discussed implementation. Potential roll-out pending finance department evaluation (staff time and budget), and cell tower implementation target date.*

- Working with Radcomp on possibilities for an internet extender on the Maritime building to provide better service at the Hook to help for pay-to-park connectivity. The conclusion is that it would be quite expensive because towers and heavy-duty equipment will be required due to the elements, with no guarantee that it will work. Staff believe it would be prudent to hold at this time to wait for the potential cell tower installation at Jensen.
- 2025 Waterfront Event Schedule is available on the Port's website: [2025 Waterfront Event Schedule](#)
- 2025 Cruise Ship Schedule is available on the Port's website: [2025 HR Marina Cruise Ship Schedule](#)
- Kevin & Daryl met with American Cruise Line President Charlie Robertson, HR City Manager Abigail Elder, HR County Administrator Allison Williams, and Gorge Paddle Center owner Todd Anderson to discuss future opportunities for businesses in the Gorge and ACL. Visit HR was invited but not able to attend.

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

- Big 7 tenant upgrades (new lease)
- Pfriem door quotes
- Pfriem roll up door quotes.
- Big 7 window quotes.
- Wasco painting and floor resurfacing.
- Wasco re-key for one master key for emergencies
- SDAO conference
- Boat house power repairs
- Building access upgrades.
- Hangar door repair
- Broken water pipe repair at airport

-###-

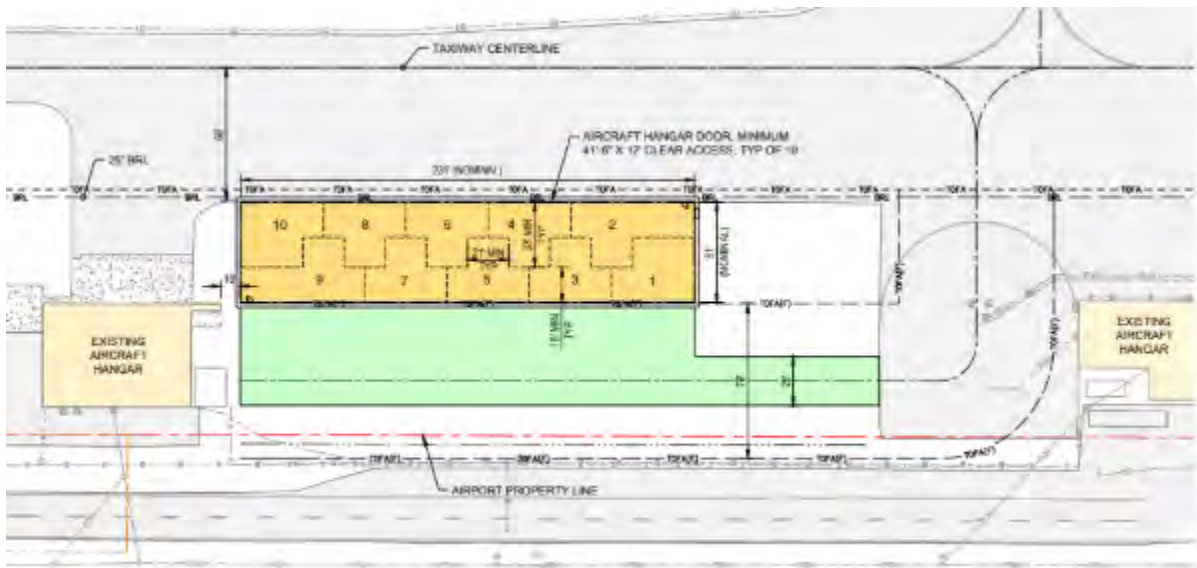
**MEMORANDUM****To:** Kevin Greenwood, Port Director**From:** Jeff Renard AMS**Date:** 2-10-2025**Subject:** S Apron T Hangar Project: Financial Impact and Strategic Recommendations**Overview**

The S Apron T Hangar project is a critical component of the airport's strategy to achieve self-sustainability by July 2026, following the cessation of funding from the Hood River Bridge. The recent engineers estimate has updated the project cost to **\$110,000 per hangar unit**. Given this, the decision at hand is whether to move forward with a 13-unit hangar or alternative approach with an initial 10-unit base build and an option for 13 units.

**Funding and Cost Estimates 10 Units**

Airport:	<b>Ken Jernstedt Airfield</b>			
Sponsor:	<b>Port of Hood River</b>			
Project:	<b>New Turf Taxilane and New Aviation T-Hangar Project</b>			
AIP Number:	<b>3-41-0026-018-2024 (T-Hangar)</b>			
AIP Number:	<b>3-41-0026-019-2024 (Taxilane)</b>			
Date:	<b>UPDATED February 2025</b>			
<b>WITHOUT 2025 CONSTRUCTION COAR GRANT INCLUDED</b>				
	<b>TAXILANE</b>	<b>T-HANGAR</b>	<b>TOTAL</b>	
<b>AWARDED</b>	\$ 281,808.00	\$ 90,350.00	\$ 372,158.00	
<b>2B AWARDED</b>	\$ 154,817.00	\$ 653,650.00	\$ 808,467.00	<i>Estimate</i>
<b>PORT</b>	\$ 39,625.00	\$ 729,050.00	\$ 768,675.00	<i>Estimate</i>
<b>TOTAL</b>	\$ 476,250.00	\$ 1,473,050.00	\$ 1,949,300.00	
<b>WITH 2025 CONSTRUCTION COAR GRANT INCLUDED (UP TO \$150k TOTAL)</b>				
	<b>TAXILANE</b>	<b>T-HANGAR</b>	<b>TOTAL</b>	
<b>AWARDED</b>	\$ 281,808.00	\$ 90,350.00	\$ 372,158.00	
<b>2B AWARDED</b>	\$ 154,817.00	\$ 803,650.00	\$ 958,467.00	<i>Estimate</i>
<b>PORT</b>	\$ 39,625.00	\$ 579,050.00	\$ 618,675.00	<i>Estimate</i>
<b>TOTAL</b>	\$ 476,250.00	\$ 1,473,050.00	\$ 1,949,300.00	

- **COAR Grant Funding:** \$150,000
- **Estimated Build Cost per Unit:** \$125,000 x 3 = \$375,000 (to make up 13 unit)
- **Engineering Cost:** \$160,000 (included in above table)



### Revenue Projections

- **Monthly Rental Rate per T Hangar:** \$450

Option	Annual Revenue	Deficit Coverage	Break-Even (Years)
10-Unit	\$54,000	43% – 54%	11.5 years
13-Unit	\$70,200	56% – 70%	14 years

## **Strategic Implications for Self-Sustainability**

### **1. 13-Unit Hangar Option:**

- **Pros:**
  - Maximizes revenue potential, covering up to 70% of the airport's current annual deficit.
  - Better long-term support for achieving self-sustainability.
  - Leverages existing infrastructure with minimal additional site preparation.
- **Cons:**
  - Requires a larger upfront financial commitment from the Port (\$665,000).
  - Longer break-even period (9.3 years).

### **2. 10-Unit Hangar Option:**

- **Pros:**
  - Lower upfront cost for the Port (\$335,000).
  - Quicker return on investment with a 6-year break-even timeline.
  - Flexibility to assess demand before committing to further expansion.
- **Cons:**
  - Covers less than half of the airport's deficit, leaving a larger funding gap to address through other means.
  - Potential missed revenue if demand exceeds available hangar space.

### **3. Alternative Bid Package:**

- **Proposal:** Precision Engineering can prepare a bid package with a 10-unit base price and an alternative for 13 units. This approach offers:
  - **Flexibility** in assessing market conditions and construction costs before committing to the larger project.
  - **Risk Mitigation** by allowing the Port to proceed with a smaller project if bids come in higher than anticipated.

## **Recommendations**

1. **Proceed with an Alternative Bid Package:** This approach balances fiscal responsibility with revenue potential. It allows the Port to make an informed decision based on actual bid responses.

## **Decision Alternatives**

1. **Alternative 1: Move Forward with the 13-Unit Hangar**

- Proceed with the 13-unit hangar at the upcoming Port meeting.
- This maximizes revenue potential but requires a significant upfront financial commitment from the Port.

2. **Alternative 2: Develop an Alternative Bid Package**

- Hold off on immediate action and direct Precision Engineering to create a bid package with a 10-unit base price and an alternative for 13 units.
- This Bid package would not be completed before the scheduled board meeting and would require either a special meeting for final approval or the board to pre-authorize the alternative bid package without final review of it.

Possibly will have to come up with an additional \$40,500 for the matching funds for the taxiway project due to a decision that the ODAV board made in the 2/6/25 meeting.

# PORT OF HOOD RIVER PROPOSED PARKING LOTS 2024 - 2025

ID	Task Mode	Task Name	Duration	Start	Finish	% Complete	Contact	Qtr 2, 2024												Qtr 3, 2024				Qtr 4, 2024			Qtr 1, 2025		Qtr 2, 2025				Qtr 3, 2025			Qtr 4, 2025								
								Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
1	✓	✦	<b>PoHR Parking Lots 2024 - 2 Parking Lots</b>	426 days	Mon 4/22/24	Mon 12/8/25	100%		◆ 4/22																																			
2	✓	✦	Meeting w/ PoHR Director	0 days	Mon 4/22/24	Mon 4/22/24	100%	PoHR & HRK																																				
3	✓	✦	<b>Topographic Survey</b>	9 days	Wed 4/24/24	Mon 5/6/24	100%		▬																																			
4	✓	✦	On Call Services	9 days	Wed 4/24/24	Mon 5/6/24	100%	HRK	▬																																			
5	✓	✦	Topographic Survey Anchor Way Lot	6 days	Mon 4/29/24	Mon 5/6/24	100%	HRK	▬																																			
6	✓	✦	Topographic Survey Port Way Lot	6 days	Mon 4/29/24	Mon 5/6/24	100%	HRK	▬																																			
7	✓	✦	Creating Base Maps	8 days	Mon 4/29/24	Wed 5/8/24	100%	HRK	▬																																			
8	✓	✦	<b>&lt;Planning</b>	181 days	Tue 4/30/24	Tue 1/7/25	100%		▬																																			
9	✓	✦	Pre-Application Submittal	3 days	Tue 4/30/24	Thu 5/2/24	100%	HRK	▬																																			
10	✓	✦	Pre-Application Review	18 days	Fri 5/3/24	Tue 5/28/24	100%	CoHR Planning	▬																																			
11	✓	✦	Pre-Application Meeting	0 days	Wed 5/29/24	Wed 5/29/24	100%	CoHR, PoHR & HRK	◆ 5/29																																			
12	✓	✦	Second Pre-Application Review	40 days	Thu 5/30/24	Wed 7/24/24	100%	CoHR Planning	▬																																			
13	✓	✦	Land Use Application Submittal	29 days	Thu 7/25/24	Tue 9/3/24	100%	HRK	▬																																			
14	✓	✦	Land Use Application Review	90 days	Wed 9/4/24	Tue 1/7/25	100%	CoHR Planning	▬																																			
15	✓	✦	Land Used Application Approval	0 days	Tue 1/7/25	Tue 1/7/25	100%	CoHR Planning	◆ 1/7																																			
16	✓	✦	<b>Civil Engineering</b>	40 days	Sun 11/17/24	Fri 1/10/25	100%		▬																																			
17	✓	✦	Civil Design Parking Lots	36 days	Sun 11/17/24	Fri 1/3/25	100%	HRK	▬																																			
18	✓	✦	Stormwater Management Report	35 days	Mon 11/25/24	Fri 1/10/25	100%	HRK	▬																																			
19	✓	✦	1200 C Permit	35 days	Mon 11/25/24	Fri 1/10/25	100%		▬																																			
20	✓	✦	Preparing Bid Documents	35 days	Mon 11/25/24	Fri 1/10/25	100%	HRK	▬																																			
21		✦	<b>Engineering Review</b>	111 days	Thu 1/23/25	Thu 6/26/25	0%		▬																																			
22		✦	Engineering Review 1	45 days	Thu 1/23/25	Wed 3/26/25	0%	CoHR Engineering	▬																																			
23		✦	Addressing Comments Review 1	15 days	Thu 3/27/25	Wed 4/16/25	0%	HRK	▬																																			
24		✦	Engineering Review 2	21 days	Thu 4/17/25	Thu 5/15/25	0%	CoHR Engineering	▬																																			
25		✦	Addressing Comments Review 2	15 days	Mon 5/26/25	Fri 6/13/25	0%	HRK	▬																																			
26		✦	Finishing Bid Documents	7 days	Tue 6/17/25	Wed 6/25/25	0%	HRK	▬																																			
27		✦	Construction Drawings Approved	1 day	Thu 6/26/25	Thu 6/26/25	0%		◆																																			
28		✦	<b>Bid Process &amp; Project Award</b>	23 days	Thu 6/26/25	Mon 7/28/25	0%		▬																																			
29		✦	Bidding Process	21 days	Thu 6/26/25	Thu 7/24/25	0%	PoHR & HRK	▬																																			
30		✦	Construction Project Award	1 day	Mon 7/28/25	Mon 7/28/25	0%	TBD	◆																																			
31		✦	<b>Construction &amp; Parking Approval</b>	63 days	Wed 7/30/25	Mon 10/27/25	0%		▬																																			
32		✦	Parking Lots Construction	60 days	Wed 7/30/25	Tue 10/21/25	0%	TBD	▬																																			
33		✦	As-built	5 days	Wed 10/15/25	Tue 10/21/25	0%	HRK	▬																																			
34		✦	Final Report	5 days	Mon 10/20/25	Fri 10/24/25	0%	HRK	▬																																			
35		✦	Final City of Hood River Approval	0 days	Mon 10/27/25	Mon 10/27/25	0%	CoHR	◆ 10/27																																			

Project: Port of Hood River  
Date: Thu 2/6/25

Task		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline	
Split		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress	
Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	

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## Memorandum

Date: February 11, 2025

Subject: Waterfront Development Progress Report

From: Scott Keillor; Jodi Mescher

To: Kevin Greenwood  
Port of Hood River Commissioners

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### LOT 1 PROGRESS REPORT

#### Deliverables Completed

Key tasks and deliverables completed through January 2025 included:

- Quarterly grant reports for the DAS Coronavirus State Fiscal Recovery Fund Grant and the Economic Adjustment Assistance Program Grant were submitted and accepted by respective agencies.
- The design team continued to address ODOT comments on the Intersection Control Evaluation (ICE) and preliminary design.
- The project team met with ODOT team to discuss STIP amendment requirements. ODOT reiterated that a STIP amendment would need to come *after* technical support of the ICE and roundabout design concept.
- The team and Port met with the City of Hood River to provide an update on the RAB.

#### Upcoming Deliverables

- Revise and submit ICE to ODOT to address technical team comments.

#### Key Milestones

- February
  - Design team to revise and submit ICE in response to ODOT initial comments

## Budget Summaries

1. WSP Owner's Representative (O/R) Contract spent is estimated at \$89,881.56 on non-contingent tasks (21%) through January 2025.

Task Number	Task Name	Contract Value	Current Invoice	Previous Billed	Total Billed to Date	Contract Balance	Percent Invoiced
1.0	Project Management	62,759.15	2,021.95	29,251.04	31,272.99	31,486.16	49.83%
2.0	Grant Writing	151,620.71	26.08	11,515.26	11,541.34	140,079.37	7.61%
3.0	Grant Management	9,999.19	547.58	8,927.08	9,474.66	524.53	94.75%
4.0	Due Diligence	8,948.06	0.00	0.00	0.00	8,948.06	0.00%
5.0	Port and Agency Coordination	163,342.64	3,790.05	30,601.15	34,391.20	128,951.44	21.05%
6.0	Communications Materials	10,461.89	0.00	1,160.35	1,160.35	9,301.54	11.09%
7.0	YE Documents	5,032.14	215.80	846.47	1,062.27	3,969.87	21.11%
Expenses	Expenses	2,998.20	0.00	0.00	0.00	2,998.20	0.00%
Sub_Sprout	Sprout	15,000.00	0.00	978.75	978.75	14,021.25	6.52%
<b>Total</b>		<b>430,161.98</b>	<b>6,601.46</b>	<b>83,280.10</b>	<b>89,881.56</b>	<b>340,280.42</b>	<b>20.89%</b>

2. KPFF/DKS/Walker Macy Design Contract: Est. \$187,873.88 spent of \$487,000 budget (39%) through December 2024.

## Risks and Mitigations

1. ODOT may not approve the RAB even after the ICE is submitted. We plan to complete the level of design needed get the ICE approved.
  - a. Mitigation: Continue to work with ODOT to address technical comments on the ICE.
2. STIP amendment approval is required, or grant funds may be at risk. STIP amendment would be dependent on ODOT approval of the RAB design.
  - a. Mitigation: Long-term need to work with ODOT on project design and warrants.
  - b. Mitigation: Long-term need to work with funding partners on project scope and schedule.

## NEXT STEPS

The design team will revise and submit the ICE for ODOT review. The team will continue to coordinate with ODOT to further concept design review and approval. The team will also work towards a STIP amendment (contingent on ODOT review of the ICE) to indicate acceptance of the RAB design concept.

## Property Management Report – January 2025

Leases

Executed	Evaluation (Drafting)	Renewal (90 Days)	Terminated
<a href="#">Timber #400 – Oregon Brineworks</a>	Big 7 #101 – North Shore Watersports Big 7 #303 – Industrial Street Studios Big 7 #102 – Blue Mountain Networks	Big 7 #401 – Blue Mountain Networks Big 7 #403 – Wolf Ceramics	

Projects

Completed	In Progress
<p>Big 7</p> <ul style="list-style-type: none"> <li>• Access Control System Installation</li> <li>• Loading Dock Clearance</li> <li>• Fire Communications Panel Installation</li> <li>• <a href="#">Window Installation Project - Landmarks Review</a></li> <li>• <a href="#">Window Installation Project - Concrete Cutting Purchase Order</a></li> <li>• <a href="#">Tenant Improvement Proposal Evaluation – Big 7 #302 The Clay Commons</a></li> </ul> <p>Jensen</p> <ul style="list-style-type: none"> <li>• <a href="#">Tenant Improvement Proposal Evaluation – Jensen #102 Grasslands BBQ</a></li> </ul> <p>Wasco</p> <ul style="list-style-type: none"> <li>• Access Control System Installation</li> <li>• #101 Oregon Human Development Corporation – New Tenant Onboarding</li> <li>• Maintenance - Spectrum Installation, Elevator Emergency Service Planning</li> </ul> <p>Vendor Coordination</p> <ul style="list-style-type: none"> <li>• Blue Mountain Account Review (Port Office, Big 7, Wasco, Marina East)</li> <li>• Spectrum Account Review</li> <li>• Concrete Cutting Rescheduled to 2/24/25</li> </ul>	<p>2025 Leasing Policy</p> <p>Safety Committee Buildings Review – Evacuation Planning for Tenants</p> <p>Big 7</p> <ul style="list-style-type: none"> <li>• <a href="#">Window Installation Project - Building Permit Application</a></li> <li>• Directory and Monument Signage Updates</li> <li>• ADA Automatic Door Troubleshooting</li> <li>• Elevator Inspection Scheduling</li> <li>• Fire Systems Inspection Scheduling</li> <li>• Access Control System Open Hours Review</li> <li>• Tenant Improvement Proposal Evaluation – Big 7 #303 Industrial Street Studios</li> </ul> <p>Jensen</p> <ul style="list-style-type: none"> <li>• 2/7/25 Water Shutoff Notices</li> </ul> <p>Wasco</p> <ul style="list-style-type: none"> <li>• Directory and Monument Signage Updates</li> </ul>

**Vacancies**

<b>Building</b>	<b>Unit</b>	<b>Company</b>	<b>Rentable Area SqFt</b>	<b>Lease Status</b>
Big 7	101	North Shore Watersports	3,603	In Progress
Big 7	102	Blue Mountain Networks	561	In Progress
Big 7	203		3,230	
Big 7	204		2,799	
Big 7	301		1,907	
Big 7	303	Industrial Street Studios	4,897	In Progress
Big 7	401		1,029	
Big 7	402A		628	
Big 7	402B		785	
MarinaE	102		229	
MarinaE	103			
MarinaE	200		1,060	
MarinaE	201		1,626	
MarinaW	A, B, C	DMV	2,320	Evaluating
Wasco	102		2,416	
Wasco	103		899	
Wasco	200		5,936	
Wasco	202		2,320	

## Airport Admin Report – January 2025

Leases

Executed	Evaluation (Drafting)	Renewal (90 Days)	Terminated
<a href="#">THC03 Lease</a> <a href="#">THC03 Lease</a> <a href="#">THA03 Lease</a>	Streich Hangar Yellow Hangar Tad McGeer Residential Through the Fence (RTTF) Agreement		

Projects

Completed	In Progress
T-Hangars <ul style="list-style-type: none"> <li>• Account Management Procedure</li> <li>• Lease Procedures Update</li> <li>• Waitlist Maintenance</li> <li>• Tenant Communication – Maintenance Updates</li> <li>• New Tenant Onboarding (x4)</li> </ul>	Box Hangars <ul style="list-style-type: none"> <li>• Hood Tech Aero Leases Review</li> <li>• Pass-Through Cost Analysis</li> <li>• Master Lease Updates</li> </ul> T-Hangars <ul style="list-style-type: none"> <li>• Spray Insulation Quote Review</li> <li>• Lease Documents Compliance Review</li> <li>• Bird Prevention Solutions Research</li> </ul>

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February 18, 2025 Report

# Ken Jernstedt Airfield

Hood River, Oregon



January 2025 has started out a bit stronger than years past due to some mild winter weather and a number of flyable days. Aircraft Traffic Count for January 2025 was 861 compared to 2024 at 117 and 2023 at 341 logged operations. February did not start as strong, we are averaging 10 operations per day compared to last month at 19 operations per day.

If you would like to review the reports available on the MIS site please reach out to me for the login details. <https://aero.motioninfo.com/secure/reports.com>

The fuel sales have certainly been reflected in this variance 2344 gallons in Jan. vs. 190 in Feb.

The Hood River Airport has been successful in the recent round of Oregon Dept. of Aviations Critical Oregon Airport Relief (COAR) funding with awarding of \$118,110.00 for the T Hangar construction, we also received \$31,890 for the Turf Taxiway adjacent to the T Hangars.

## **CURRENT PROJECT LIST**

Staff has had the poles installed on the south side of the C row hangars and will now have the power and lighting installed, as well as the additional security cameras.

Due to the cost of the first quote, we have gotten a second quote for the vapor barrier / insulation issue for the C row hangars, The 2nd quote came in with a different option of the fiberglass insulation and the white sheeting. This process can be performed in the winter whereas the spray on is harder to do this time of year. All of the tenant belongings need to be removed to ensure we do not create a liability to the Port. I will be speaking with tenants to confirm the timing for the needed access.

The SPCC /Spill Prevention Control & Countermeasure plan is being completed and will allow us to finish closing out the project on the North Apron.

There have been a number of hours and research that have gone into the report for the “Operational Opportunities” for the Ken Jernstedt Airfield.

We have been working through each of the existing Land Leases and confirming that they have been or will soon be brought current with the Port policies.

We have been working with Molly Harpel on all of the leases to confirm the consistency of the rates, based on the type of building and the available use and amenities.

I also met with a Storage Consultant and now have a feasibility study being performed for the Odell property.

We received the AWOS tree study from Precision Approach Engineering (PAE) and will finalize the plans to have the trees removed or topped to a level that will eliminate the issues causing the erratic readings. This project is now going to have a more formal scope due to the results of the study. We had 4 parties interested in doing the tree removal and we will be requesting a fresh bid from each of them to ensure the project is completely understood.

PAE’ s engineer Tracy May and I met with the City planners and the Public Works Dept about the T Hangar project as well as the possible future construction opportunities.

We have been working with the FAA and the new owner of a home on the south side of the airport in regards to the Through The Fence agreement to have the proper transfer of the agreement on record with the FAA.

I have been working with Molly Harpel to ensure that we have all of the T Hangars rented and Ryan’s team has been instrumental in making sure any of the needs found during the inspections are addressed. Thank you both!!

Working with Kevin Greenwood to have a better understanding of the true expenses associated with the different items in the budget.

PAE has updated the FAA DBELO to reflect the current airport management.

Management is working with the fire agencies to be prepared for the coming fire season and any needed land use agreements.

Pacific Power & Light has been contacted multiple times to upgrade the lights on the south side of Airport Drive and they have assured me they would get the needed work accomplished this week. TBD





**Jeff Renard**

**Airport Manager**

**Columbia Gorge Regional Airport**

**Aviation Management Services (AMS)**

[jrenard@aviationmanagementservice.com](mailto:jrenard@aviationmanagementservice.com)

Cell: 541-288-6766

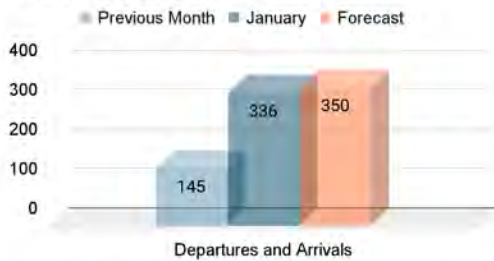


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**Airport Activity:**

January proved to be a good month for winter flight operations. 2 weeks of a high pressure system led to clear skies and cold weather, great DA conditions for flying. Anticipate an upswing in overall flight operations next month.

Aircraft Operations



**Night Flights:**

No night flights flown in January. No large events scheduled for February.

Night Events



**Flight Training:** Though there was an increase in flight operations in January, there was a slowdown in training events. Expect flight training inquiries and events to pick up approaching Spring.

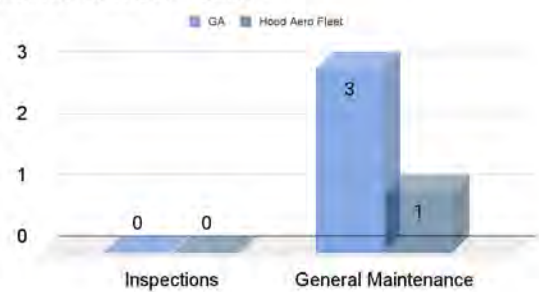
Flight Training Events



**Maintenance Activity:**

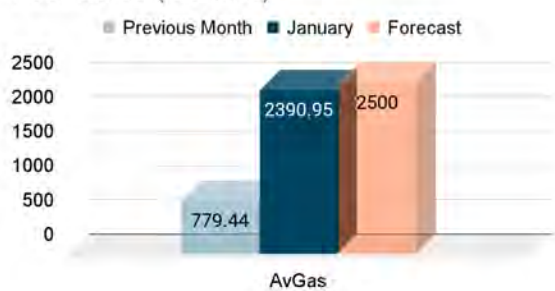
4 Maintenance events took place in January. One aircraft has been in for an annual inspection throughout the month of January.

Maintenance Events



**Fuel Sales:** Fuel sales were consistent with the increased flight operation in January. February should show a continued increase in sales.

Fuel Sales (Gallons)



**Fuel Flowage Fees:**

\$239 paid in flowage fees to the Port of Hood River in January. Based on .10 per gallon and a rounded sale of 2390.95 gallons.

**Tie Down Activity:**

- 23 total spots. 17 spots rented.
- 74% utilization for January averaged.
- \$0 collected for tie down fees in January.
- 1 tie-down customer was moved to the community hangar in January.

**Noise Feedback:**

No noise complaints received by the FBO in January.

**Pilot Feedback:**

No feedback was provided to the FBO in January.

**Airport Surfaces:**

	Condition	Notes.
Rwy 7/25		
Grass Strip		
N. Ramp		
S. Ramp		
S. Gravel		
Taxiways		

**Facilities:**

	Condition	Notes.
N. Hangars		

S. Hangars		
FBO		
MX Hangar		
Ops Hangar		
Collins Hangar		
Blue Hangar		

**Lighting:**

- No issues noted with airport lighting.

**Other:**

- No other issues noted.

### Parking Report – January 2025

#### Income Report

	Transactions	Revenue
Passes	51	\$10,500.00
Daily Parking	255	\$2,870.46
Citations	37	\$2,305.00
Dismissals	1	(\$75.00)
Late Fees	4	\$125.00
<b>Total</b>	<b>348</b>	<b>\$15,725.46</b>

#### Projects

Completed	In Progress
<ul style="list-style-type: none"> <li>• Passport App Demo</li> <li>• Passport App Evaluation</li> </ul>	<ul style="list-style-type: none"> <li>• New Years Day Sturgeon Fishing Disputes (Parked in Grass)</li> </ul>

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Port of Hood River  
**2023 Spring Planning Work Session**  
 April 15, 2025  
 1:30PM – 4:00PM  
 1000 E. Port Marina Drive

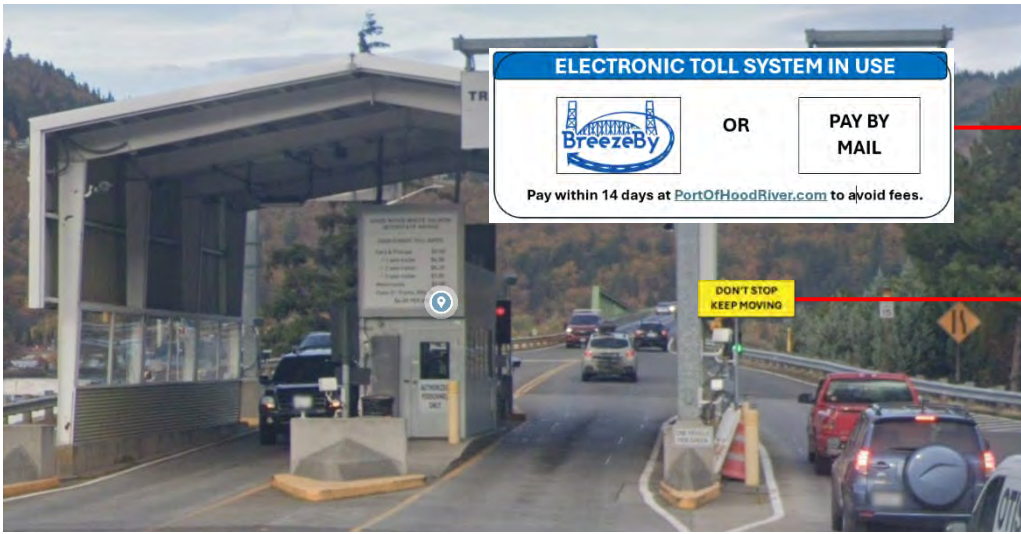
## DRAFT AGENDA

- |   |           |
|---|-----------|
| <b>I. Welcome &amp; Introductions</b> <i>(Kristi Chapman, Commission President)</i>   | (5 min.)  |
| <b>II. Meeting Overview</b> <i>(Kevin Greenwood, Executive Director)</i>  | (10 min.) |
| <ul style="list-style-type: none"> <li>a. <i>Preparing for FY 26 Budget</i></li> <li>b. <i>Reviewing Commission Goals from Fall Planning</i></li> <li>c. <i>Sustainability Goals</i></li> </ul>   |           |
| <b>III. Current Financial Overview</b> <i>(Debbie Smith-Wagar, Finance Director)</i>  | (45 min.) |
| <p><i>Review Port financial policies and current/projected financial conditions.</i><br/> <i>Orientation to organization of 10-Yr. Financial Model.</i></p> <ul style="list-style-type: none"> <li>a. <i>Fees, Charges, Rates</i></li> <li>b. <i>Capital Improvement List</i></li> </ul>  |           |
| <b>IV. Key Issues/Projects for FY 2025-26</b>   | (90 min.) |
| <p><i>Discuss specific issues that may impact on the FY 25/26 budget. Managers will summarize each topic and seek Commission discussion and direction.</i></p> <ul style="list-style-type: none"> <li>a. <i>Existing Bridge</i> <i>(Ryan Klapprich)</i> <ul style="list-style-type: none"> <li>o <i>CIP Projects</i></li> <li>o <i>USCG Notice for Bridge Lift</i> <i>(Greenwood)</i></li> </ul> </li> <li>b. <i>Marina/Waterfront Recreation</i> <i>(Daryl Stafford)</i> <ul style="list-style-type: none"> <li>o <i>CAT/MHM Parking Agreements</i></li> <li>o <i>Evaluate Alternate Parking Software</i> <i>(Debbie)</i></li> <li>o <i>License Plate Program</i> <i>(Gretchen Goss)</i></li> <li>o <i>Improving Cell Service on Waterfront</i> <i>(Tom Bacci)</i></li> <li>o <i>Waterfront Access/Parking</i> <i>(Greenwood)</i></li> </ul> </li> <li>c. <i>Bridge Replacement</i> <i>(Greenwood)</i> <ul style="list-style-type: none"> <li>o <i>Prepare for Bridge Construction</i> <i>(Greenwood)</i></li> <li>o <i>Operations Relocation Study</i> <i>(Greenwood)</i></li> </ul> </li> <li>d. <i>Airport</i> <i>(Jeff Renard)</i> <ul style="list-style-type: none"> <li>o <i>So. Apron T-Hangars</i></li> <li>o <i>Identify New Airport Property to Lease</i></li> </ul> </li> <li>e. <i>Developable Land</i> <i>(Greenwood)</i> <ul style="list-style-type: none"> <li>o <i>Storage Units in Odell</i> <i>(Kevin Greenwood)</i></li> <li>o <i>Roundabout at Second and Riverside/Lot 1</i> <i>(Kevin Greenwood)</i></li> </ul> </li> <li>f. <i>Existing Buildings</i> <i>(Greenwood)</i> <ul style="list-style-type: none"> <li>o <i>Evaluate Marina West/East Complex</i></li> <li>o <i>NEW – Sell Big 7 Building</i></li> </ul> </li> </ul> |           |
| <b>V. Other</b>   |           |

Adjourn Work Session and Open Regular Session

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**Sign #1**  
 Going North  
 4'X12'  
 Cover existing or  
 replace new

**Sign #2**  
 Going North  
 24" x 36"  
 New Sign

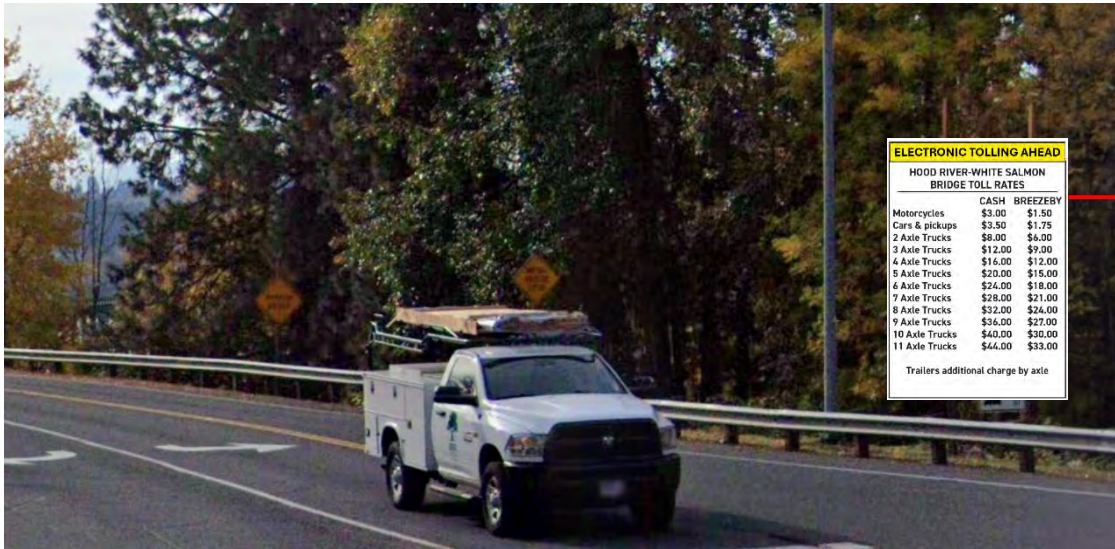


**Sign #3**  
 Going North  
 Existing sign is  
 6'-1/4" x 7'6"  
 Not sure how big  
 we need the  
 yellow sign.  
 Yellow sign is  
 new



**Sign #4**  
 Going South  
 4'X12'  
 Cover existing or  
 replace new

**Sign #5**  
 Going South  
 24" x 36"  
 New Sign




ELECTRONIC TOLLING AHEAD		
HOOD RIVER-WHITE SALMON BRIDGE TOLL RATES		
	CASH	BREEZEBY
Motorcycles	\$3.00	\$1.50
Cars & pickups	\$3.50	\$1.75
2 Axle Trucks	\$8.00	\$6.00
3 Axle Trucks	\$12.00	\$9.00
4 Axle Trucks	\$16.00	\$12.00
5 Axle Trucks	\$20.00	\$15.00
6 Axle Trucks	\$24.00	\$18.00
7 Axle Trucks	\$28.00	\$21.00
8 Axle Trucks	\$32.00	\$24.00
9 Axle Trucks	\$36.00	\$27.00
10 Axle Trucks	\$40.00	\$30.00
11 Axle Trucks	\$44.00	\$33.00

Trailers additional charge by axle

**Sign #6**  
 Going South  
 Existing sign is  
 6'-1/4" x 7'6"  
 Not sure how big  
 we need the  
 yellow sign.  
 Yellow sign is new

**ELECTRONIC TOLL SYSTEM IN USE**



OR

**PAY BY  
MAIL**

**Pay within 14 days at [PortOfHoodRiver.com](http://PortOfHoodRiver.com) to avoid fees.**

ELECTRONIC TOLLING AHEAD		
HOOD RIVER-WHITE SALMON BRIDGE TOLL RATES		
	CASH	BREEZEBY
Motorcycles	\$3.00	\$1.50
Cars & pickups	\$3.50	\$1.75
2 Axle Trucks	\$8.00	\$6.00
3 Axle Trucks	\$12.00	\$9.00
4 Axle Trucks	\$16.00	\$12.00
5 Axle Trucks	\$20.00	\$15.00
6 Axle Trucks	\$24.00	\$18.00
7 Axle Trucks	\$28.00	\$21.00
8 Axle Trucks	\$32.00	\$24.00
9 Axle Trucks	\$36.00	\$27.00
10 Axle Trucks	\$40.00	\$30.00
11 Axle Trucks	\$44.00	\$33.00

Trailers additional charge by axle

**DON'T STOP  
KEEP MOVING**

# Commission Memo

Prepared by: Kevin Greenwood, Executive Director  
Date: February 18, 2025  
Re: Financial Assistance Request from HRWSBA



---

## **BACKGROUND:**

The Hood River White Salmon Bridge Authority (HRWSBA or BA) has had much success since its formation in July 2023. Over \$320-million in state and federal grants from several different programs have been generated by the efforts of the six-member Commission and their consultants. However, there have been challenges facing the BA not only in getting the grant agreements signed and executed but also in generating an overhead rate to cover administrative expenses such as rent, office utilities, etc.

As contracts are awaiting to be signed and other commitments are finalized, the project is having cash-flow issues. Co-Chairman Jake Anderson and Finance Committee Chairman Grant Polson have submitted a request to the Port Commission for some assistance.

In summary, the BA is looking to (1) use the TIFIA reserve funds as a line of credit to be replenished by grant reimbursements, and (2) an additional \$500,000 loan to be used for non-reimbursable expenses such as lobbying and indirect project costs.

Attached to this memo is an annotated copy of the Intergovernmental Agreement (IGA) signed in March 2024 with pertinent sections highlighted.

## **ISSUE:**

The Port has approximately \$5-million in Bridge Fund reserves, most of which is retained for capital projects and emergencies. Management is comfortable with another \$500k with interest (4.7%) being the main cost. It should be noted that the loan will likely not be paid back until the new bridge opens.

Using the TIFIA reserve to front the cash makes a lot of sense at this time. HRWSBA will also be losing out on interest, but they don't have a way to repay interest if they borrow money (not an eligible expense), so losing the interest is the best option.

If the Commission agrees to assist the Bridge Authority, staff and legal will need to prepare an IGA amendment and new loan document. Both can be prepared by the March meeting.

The success of the Bridge Authority is key to the Port's success as the existing bridge expenses and capital repairs continue to increase. This action of the Port will ensure that HNTB, Kiewit and other expenses can be paid keeping the project moving forward.

## **RECOMMENDATION:**

MOTION to direct staff to prepare appropriate documents for Commission approval allowing the TIFIA reserve fund to be used for cash flow purposes and to extend an additional \$500k line of credit.

## **ATTACHMENTS:**

HRWSBA Memo  
IGA Between HRWSBA & POHR

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## **MEMORANDUM**

### **Hood River-White Salmon Bridge Authority**

**To:** Port of Hood River Board of Commissioners

**From:** Jacob Anderson, Co-Chair; Grant Polson, Finance Committee Chair

**Date:** 2/12/25

**Subject:** Request for Use of Toll Reserve Funds & Increase in Loan Amount

---

#### **Purpose**

This memo outlines two financial requests to ensure the Hood River-White Salmon Bridge Replacement Project stays on schedule. To deliver the new bridge, the Bridge Authority desires financial flexibility to manage cash flow while awaiting awarded grant reimbursements and finalizing an indirect cost rate.

#### **Background**

The current \$500,000 loan from the Port is being used to cover indirect project costs while we wait for the approval of our indirect cost rate agreement. This approval process may take several months. Once we receive an indirect cost rate and can get reimbursement, we anticipate being able to replenish a significant portion of the loan amount. To prevent cash flow issues in the interim, we need access to additional funding to keep the project moving forward.

#### **Request #1: Concurrence on Use of Toll Reserve Funds Through Phase 1B**

We are seeking the Port Commissions concurrence on the temporary use of funds from the Toll Reserve Fund to pay for reimbursable project expenses through the end of Phase 1B while awaiting federal and state grant reimbursements. The Intergovernmental Agreement (IGA) allows toll revenues to be allocated for project-related costs, ensuring financial stability for the bridge replacement project.

#### **Justification:**

- The 2023 toll increase revenues are set aside for the bridge replacement and can support necessary cash flow needs.
- Using these funds ensures that critical project activities remain on schedule, contractors can be paid in a reasonable time frame, and costly delays that could arise from funding gaps are avoided.

- These funds will be regularly replenished once federal and state reimbursements are received, avoiding any long-term impact on bridge funding.
- Use in this manner would help minimize need for debt borrowing, reducing overall project cost and interest expense. Interest expense is not a grant reimbursable expense.

**Request #2: Increase in Loan Amount by \$500,000**

We request an increase in the Port Loan from \$500,000 to \$1 million. The loan was originally designed to cover non-reimbursable expenses, but since the initial loan is now being used to cover indirect costs, additional funding is needed to cover the non-reimbursable and overhead costs.

**Justification:**

- The existing loan structure supports non-reimbursable expenses and increasing the amount would increase project stability/momentum.
- The IGA acknowledges the Port’s ability to provide financial support, including short-term loans, to the Bridge Authority.
- Given that indirect cost rate approval may take several months, additional loan capacity will ensure that critical expenses are covered without interruption.
- Once the indirect cost rate is approved, a substantial portion of the loan amount should be replenished.

We propose that the loan increase follows the same terms as the existing loan, maintaining a zero-interest structure and being used solely for essential project costs.

**Conclusion**

The Bridge Authority appreciates the Port’s support in advancing the bridge replacement project as well as the essential support extended to us in the past. Approving these requests will allow us to manage cash flow effectively, meet ongoing financial obligations, and prevent project delays. We welcome any discussions or questions regarding these requests.

**Requested Actions:**

1. Approve the **use of Toll Reserve Funds through the end of Phase 1B** for current reimbursable expenses while awaiting awarded grant reimbursements.

2. Approve an **increase in the Port Loan by \$500,000** to cover essential non-reimbursable costs.

Thank you for your time and consideration.

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**INTERGOVERNMENTAL AGREEMENT  
CONCERNING THE WHITE SALMON – HOOD RIVER  
BRIDGE AND RELATED MATTERS  
BY AND BETWEEN  
THE PORT OF HOOD RIVER  
AND  
THE HOOD RIVER WHITE SALMON BRIDGE AUTHORITY**

EXECUTED MARCH 20, 2024

**LIST OF EXHIBITS**

- |           |  |
|-----------|--|
| Exhibit A | Form of Loan Agreement                 |
| Exhibit B | Fees for Services Provided by the Port |

## INTERGOVERNMENTAL AGREEMENT

This **Intergovernmental Agreement** (the “**Agreement**”) made and entered into as of \_\_\_\_\_, 2024, by and between the **PORT OF HOOD RIVER**, a public authority created pursuant to the laws of the State of Oregon, and having its principal executive office at 1000 E. Port Marina Drive, Hood River, Oregon 97031 (the “**Port**”) and the **HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY**, a public corporation duly organized under the 2022 Acts (defined herein), having the powers and authority granted under the 2022 Acts as well as all other powers and authorities granted to municipal corporations under Oregon law, and having its principal executive offices at 1000 E. Jewett Boulevard, Suite 204, White Salmon, Washington 98672 (the “**Bridge Authority**”). The Port and Bridge Authority are sometimes hereinafter referred to individually as a “**Party**,” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, the Port currently owns, operates and tolls an interstate bridge spanning the Columbia River between Hood River, Oregon and White Salmon, Washington, originally constructed in 1924 (the “**Existing Bridge**”), which is nearing the end of its useful life; and

**WHEREAS**, pursuant to and in accordance with Oregon Revised Statutes 381.700 to 381.755 (the “**Oregon Act**”) and Chapter 47.87 of the Revised Code of Washington (the “**Washington Act**”) (collectively, the “**2022 Acts**”) authorizing the Commission Formation Agreement by and among the City of Bingen, Washington; the City of White Salmon, Washington; the County of Klickitat, Washington; the County of Hood River, Oregon; and the Port of Hood River, Oregon, dated as of April 30, 2023 (the “**CFA**”), the Bridge Authority is charged with developing, constructing, owning, operating, maintaining, renewing, tolling, financing and governing a new bridge intended to replace the Existing Bridge (the “**Replacement Bridge**”) as well as the decommissioning of the Existing Bridge; and

**WHEREAS**, pursuant to the 2022 Acts, among other things, the Port, a local government as used in the 2022 Acts and ORS Chapter 190, may pledge or grant revenue or other assistance to support or guaranty, in whole or in part, the repayment of debt, costs of operations, or capitalization of reserves of the Bridge Authority, under such terms as the Bridge Authority and Port may agree, and the Bridge Authority may accept such assistance; and

**WHEREAS**, pursuant to the CFA, specifically, Exhibit C “Intergovernmental Transition Plan,” the parties to the CFA, including the Port, committed to act in good faith to agree to a plan, by January 1, 2024, to make additional local resources available for Bridge Authority costs and reserves, including increased toll rates on the Existing Bridge dedicated to capitalizing the Authority and to providing in-kind services or other resources to the Bridge Authority; and

**WHEREAS**, in 1994, the Port established a Bridge Repair and Replacement Fund (the “R&R Fund”) to be used solely for maintenance, repair and upgrades to the Existing Bridge; and

**WHEREAS**, in 1994, 2012 and 2018, the Port increased tolls on the Existing Bridge (collectively, the “Prior Toll Increases”) and dedicated the revenues derived from the Prior Toll Increases to the R&R Fund; and

**WHEREAS**, the Port adopted Resolution No. 2022-23-14 recognizing the importance of supporting the Replacement Bridge effort by using toll revenue exclusively for bridge operations, repair and replacement (collectively, “Bridge Activities”), and established as the official policy of the Port accomplishing the goal of operating all non-bridge related activities without toll revenue by no later than June 30, 2026; and

**WHEREAS**, the Port adopted Resolution 2023-24-1 authorizing a toll increase effective September 1, 2023 (the “2023 Toll Increase”) and dedicating the revenues derived from the 2023 Toll Increase to a separate Bi-State Bridge Replacement Fund to build required cash reserves to obtain federal financing for the Replacement Bridge; and

**WHEREAS**, pursuant to ORS 381.740, the Bridge Authority, for any lawful purpose, and without the necessity of any assent by electors, local governments or any other governmental entity, may by resolution provide for the issuance and sale of short-term obligations or other debt instruments in anticipation of any grant receipts from a local government or other receipts of the Bridge Authority; and

**WHEREAS**, the purpose of this Agreement is to (1) establish the terms and conditions pursuant to which the Port shall provide a line of credit to the Bridge Authority (as further defined herein, the “Port Loan”) for cash flow purposes and to pay for Bridge Authority expenses that are not otherwise reimbursable; (2) establish the process by which the Port will transfer the revenues

derived from the 2023 Toll Increase to the Bridge Authority in accordance with the 2022 Acts and Port Resolution 2023-24-1; (3) establish the process by which, upon completion of the Replacement Bridge and decommissioning, demolition, clean-up and remediation of the Existing Bridge ("Project Completion"), any funds then held by the Port for Bridge Activities, shall be applied; (4) assign certain professional and vendor contracts and grants that, prior to the formation of the Bridge Authority, were procured or applied for by the Port, as the case may be, while the Port served as the lead entity responsible for advancing the Replacement Bridge; (5) establish the process by which the Port will directly pay or reimburse allowable expenses of the Bridge Authority with funds that cannot be assigned, (6) define the in-kind services that the Port will continue to provide to the Bridge Authority in support of its efforts to advance the Replacement Bridge, and (7) establish the process in which the Bridge Authority shall compensate the Port for the cost of relocating its offices in order to facilitate the Replacement Bridge construction; and

**WHEREAS**, in order to fulfill the intent of the 2022 Acts and the CFA, the Port and the Bridge Authority anticipate additional agreements to address real estate transfers and related issues not addressed in this Agreement; and

**WHEREAS**, by the authority granted in Oregon Revised Statute (ORS) 190.110, Oregon units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

**SECTION 1. LOAN TERMS AND TOLL REVENUE PAYMENTS**

**1.1 Loan**

The Port shall extend to the Bridge Authority a revolving line of credit in the principal amount outstanding not to exceed at any time FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for cash flow and expenses that do not qualify for reimbursement or payment, or are disallowed, from grant funds ("non-reimbursable expenses"), at an interest rate of zero percent (0%) (the "Port Loan"). The outstanding balance of the Port Loan shall become due and payable

upon the occurrence of the earlier of: (i) Project Completion or (ii) the dissolution of the Bridge Authority. The Port Loan shall be memorialized in a written loan agreement substantially in the form attached hereto as **Exhibit A**.

## 1.2 Toll Revenues

(a) Prior to Project Completion, the Port shall continue to deposit all revenues derived from the Prior Toll Increases in the R&R Fund to be used solely for maintenance, repair and upgrades to the Existing Bridge.

(b) The Port shall continue to transfer to the Bridge Authority all revenues derived from the 2023 Toll Increase for deposit in a restricted account for the express purpose of creating a reserve fund to qualify the Bridge Authority for federal financing of the design, permitting, construction and commissioning of the Replacement Bridge (the "Reserve Fund"). The Port shall transfer all revenues derived from the 2023 Toll Increase to the Bridge Authority on a monthly basis. Prior to the Bridge Authority obtaining a federal loan to finance the design, permitting, construction and commissioning of the Replacement Bridge, the Port consents to the Bridge Authority granting a security interest in the Reserve Fund to secure any credit facility obtained by the Bridge Authority to finance the design, permitting, construction and commissioning of the Replacement Bridge.

(c) Commencing July 1, 2026, the Port shall not use any toll revenue derived from the Existing Bridge for any purpose other than Bridge Activities.

(d) When the Bridge Authority secures the required federal financing to construct the Replacement Bridge, any balance in the Reserve Fund in excess of that required to qualify for the federal financing shall be applied in the following order of priority: first, to reduce any outstanding balance of the Port Loan; and second, to reduce the amount of federal loans required for the Replacement Bridge.

(e) The amount in the Reserve Fund applied to reduce the amount of federal loans required for the Replacement Bridge and all revenues derived from the 2023 Toll Increase thereafter shall be applied to pay costs of constructing the Replacement Bridge and decommissioning the Existing Bridge.

(f) If the Bridge Authority is dissolved without constructing the Replacement Bridge, the

Reserve Fund shall revert to the Port for maintenance, repair and upgrades to the Existing Bridge, subject to any security interest granted by the Bridge Authority.

(g) It is anticipated that Project Completion will be achieved on or before October 1, 2029. Upon Project Completion, the Port shall provide an accounting of funds then on hand for Bridge Activities (other than the revenues derived from the 2023 Toll Increase), including amounts on deposit in the R&R Fund. All such funds and tolls shall be applied in the following order of priority: first, to reduce any outstanding balance of the Port Loan; and second, to reduce the balance of federal loans incurred for the Replacement Bridge.

*Bridge Ops Fund*

**SECTION 2. ASSIGNMENT AND DIRECTION OF PERFORMANCE OF CERTAIN CONTRACTS AND EXPENDITURE OF CERTAIN FUNDS**

2.1 (a) The Port shall, simultaneously with the execution of this Agreement, assign to the Bridge Authority the following:

(i) All grants regarding any funding available with respect to the planning, design, permitting, financing, construction, operation and maintenance of the Replacement Bridge and/or the decommissioning of the Existing Bridge that are legally assignable and/or transferable, including the U.S. Department of Transportation's Better Utilizing Investments to Leverage Development (BUILD) Transportation Planning Grant;

(ii) The Professional Services Agreement with Schwabe Williams for legal services related to the Request for Proposals for Progressive Design-Build Services for the Hood River-White Salmon Bridge Replacement Project;

(iii) Owners Representative Contract with HNTB Corporation, dated as of July 8, 2022; and

(iv) Any other legally assignable contracts currently held by the Port for goods and/or services being provided for the benefit of the Bridge Authority, except those specific contracts identified by the Bridge Authority as contracts the Bridge Authority shall directly procure for itself.

2.2 (a) The Port shall, simultaneously with execution of this Agreement and continuing thereafter pursuant to this Agreement, utilize grant funds derived from grants that are legally assignable but have not yet been assigned or that are not legally assignable from the Port to the Bridge Authority, to pay expenses incurred or to be incurred by or on behalf of the Bridge

Authority that are consistent with the terms of such grants for the planning, design, permitting, financing, construction, operation and maintenance of the Replacement Bridge and/or the decommissioning of the Existing Bridge. To the extent that any Bridge Authority expenses are paid for by the Port but are non-reimbursable, those expenses shall be charged to the Port Loan;

(b) The Bridge Authority shall cooperate with the Port to provide such documentation, as may be reasonably necessary under any such grant described in Paragraph (a) of this Section 2.2, to support the Port's expenditure of grant funds for and on behalf of the Bridge Authority;

(c) To facilitate the requirements of this Section 2.2, the Port hereby grants to the Executive Director of the Port the authority to expend funds legally available and budgeted for the Replacement Bridge, including grant funds, on the expenses legally procured by the Bridge Authority for the Replacement Bridge and in those instances where the Port is able to use grant funds, but only to the extent such funds are free of any repayment obligation and not subsequently disallowed by the grantor, waive any reimbursement obligation of the Bridge Authority.

2.3. From time to time, the Parties may agree that work or services under certain contract(s) held by one Party would best facilitate Project Completion by having the other Party perform any or all functions and activities under such contract. In such event, the Parties shall enter into an intergovernmental agreement (IGA) specific to such contract(s), which IGA shall conform with ORS 190.110 and with any grant funding terms, as and if applicable to such contract(s).

2.4. As contemplated herein, the costs of decommissioning the Existing Bridge shall be the responsibility of the Bridge Authority. The Parties agree that the salvage value of the Existing Bridge shall be used by the Bridge Authority to reduce the balance of federal loans incurred for the Replacement Bridge.

### **SECTION 3. PROVISION OF CERTAIN SERVICES AND COOPERATION**

3.1 The Port shall provide the Bridge Authority with the following administrative services through October 1, 2029 or such other date as may be agreed upon by the Parties:

- (a) Administrative aid, such as Executive Director and Chief Financial Officer functions;
- (b) Operational aid, such as processing invoices, vouchers and bills on behalf of the Bridge Authority, regular accounting and audit support.

The Port shall provide such services for the fee amounts set forth in **Exhibit B** of this Agreement; in no event shall such fees include any profit or overhead components.



### **3.2 Cooperation**

The Bridge Authority shall obtain or cause to be obtained all applicable federal, state, county or municipal approvals and permits necessary to accomplish the work to be performed within Port property; provided however, that the Port shall cooperate with the Bridge Authority, at the expense of the Bridge Authority, in the permitting processes to the extent necessary.

### **SECTION 4. JURISDICTIONAL LIMITS AND MAINTENANCE RESPONSIBILITIES**

(a) The Bridge Authority and the Port shall, within one hundred twenty (120) days following Project Completion, enter into a maintenance and jurisdiction agreement concerning, among other things, the jurisdictional limits and maintenance responsibilities of each Party with respect to certain improvements shared or utilized by both Parties, if any.

(b) During the construction of the Replacement Bridge, the Parties shall maintain an active dialogue concerning possible opportunities to assist each other with respect to long-term maintenance of certain ancillary aspects of the Replacement Bridge to the extent practical.

### **SECTION 5. REAL PROPERTY MATTERS**

5.1 It is anticipated that the construction of the Replacement Bridge will require the Port to vacate and relocate from its current office building and that such building will be demolished. So as not to delay construction and to allow the Port ample time for the design and improvements of a new space necessary for the relocation, which are anticipated to take 18 months, subject to any applicable federal relocation requirements, the Bridge Authority agrees to reimburse the Port for all reasonable relocation expenses, including the design, real property improvements, and moving expenses necessitated by the relocation. The Bridge Authority shall pay such reimbursement from whatever funds it has available and are allowable for such expense, including but not limited to grant funds or loans. To the extent not otherwise paid by the Bridge Authority, such relocation expenses shall be charged to the Port Loan.

5.2 The Parties shall commence negotiations on a separate agreement covering real property matters for the Bridge Project ("Real Property Agreement"), including fee acquisitions, construction and maintenance easements, and related issues such as other relocation costs,

insurance and environmental issues. The Parties shall cooperate with each other to reach agreement and execute a Real Property Agreement to ensure timely Project Completion.

**SECTION 6. INDEMNIFICATION/LIMITATION ON LIABILITY**

(a) **Indemnification.** To the extent not prohibited by law, each Party (an “**Indemnifying Party**”) shall indemnify, save, and hold the other Party, and its respective officers, directors, commissioners, members, managers, employees, contractors, subcontractors, agents and successors and assigns (the “**Indemnified Parties**”) harmless against any and all claims, damages, losses, liabilities and court awards or judgments, including costs, expenses, and reasonable attorneys’ fees incurred as a result of any act or omission by the Indemnifying Party, or any of such Indemnifying Party’s employees, agents, contractors, subcontractors, or assignees, in connection with, relating to or resulting from: (i) any of the work or other activities performed in connection with the Replacement Bridge within Port property (ii) any breach of or non-compliance with the terms and conditions of this Agreement, except to the extent relating to or resulting from the other Party’s negligence or willful misconduct. The Bridge Authority shall expressly include the Port and its respective officers, directors, commissioners, members, managers, employees, contractors, subcontractors, agents and successors and assigns as indemnified parties in any and all indemnification provisions made under this Agreement for the benefit of the Bridge Authority, including, but not limited to, those relevant provisions within the jurisdictional agreements referenced in Section 4 hereof.

(b) **Limitation on Liability.** Notwithstanding anything contained herein to the contrary, no officer, director, commissioner, member, manager, agent or employee of a Party shall be charged personally or held contractually liable by or to the other Party or by any such persons under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 7. CONSTRUCTION LIENS**

No mechanics or construction liens may be filed against any property upon which the Replacement Bridge work is constructed. In the event a mechanics or construction lien is filed against Port property related to the Replacement Bridge work, the Bridge Authority shall cause same to be discharged within thirty (30) days after receipt of notice of said lien.

**SECTION 8. COMPLIANCE WITH LAWS**

The Parties and their respective consultants and contractors shall observe and comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders relating to the performance of this Agreement.

**SECTION 9. GENERAL PROVISIONS**

(a) No Oral Modifications. This Agreement may not be changed orally, but only by an agreement in writing and signed by all Parties.

(b) Partial Invalidity. To the extent that the intent and underlying or any significant purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

(c) Further Assurances. The Parties shall execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

(d) Execution in Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

(e) Governing Law. This Agreement shall be construed under and shall be governed in accordance with the laws of the State of Oregon.

(f) Binding Contract. This Agreement is binding upon and shall inure to the benefit of the Parties, their successors and assigns, and shall become effective when duly executed by all Parties.

(g) Third Party Rights/Obligations. This Agreement shall not be construed to create any rights or obligations on behalf of any parties other than the Bridge Authority and the Port.

(h) Termination of Agreement. This Agreement shall terminate upon completion by

the Parties of all their respective obligations under this Agreement,

(i) Authority. Except as otherwise expressly provided in this Agreement, the Port, in entering into this Agreement, does not in any way limit its exclusive authority over all Port-owned rights of way and improvements or any other rights of way under the Port's jurisdiction.

(j) Recitals. The Recitals hereinabove are incorporated herein by reference as if they were fully set forth in the body of this Agreement.

(k) Best Efforts. The Parties shall exercise best efforts to resolve all disputes arising under this Agreement in a timely fashion.

(l) Amendments and Modifications to the Agreement. This Agreement may need to be amended and modified as plans for the Replacement Bridge are finalized, and the Parties shall cooperate reasonably with each other to prepare and execute any necessary amendments and modifications to this Agreement.

(m) Notices and Demands. All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement (each, a "Notice") shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; or (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, and in each instance marked as regarding the Bridge Replacement Project; to the intended Party at the following addresses (or to such other address as may from time to time be specified in writing by such person):

If to the Bridge Authority: Hood River White Salmon Bridge Authority  
1000 E. Jewett Boulevard, Suite 204  
White Salmon, Washington 98672  
Attn: Project Director

Mailing address: Hood River White Salmon Bridge Authority  
P.O. Box 1425  
Hood River, Oregon 97031

with copies to: General Counsel c/o above addresses

If to the Port: Port of Hood River  
1000 E. Port Marina Drive  
Hood River, Oregon 97031  
Attn: Kevin Greenwood, Executive Director

with copies to: Port of Hood River  
1000 E. Port Marina Drive  
Hood River, Oregon 97031  
Attn: Debbie Smith-Wagar, Finance Director

Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other person making the delivery. Notwithstanding the foregoing, all Notices received after 5:00 p.m., Pacific Standard or Daylight Time (as applicable), shall be deemed received on the first business day following delivery.

(n) No Assignment Without Written Consent. No assignment of this Agreement shall be effective without the express prior written consent of all the Parties, which shall be in each Party's sole discretion. In the absence of a written agreement of the Parties to the contrary, no such assignment shall relieve or release assignor of any of its obligations hereunder.

**[Signature Pages and Exhibits Follow]**

[signature page]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

**WITNESS:**

**HOOD RIVER-WHITE SALMON  
BRIDGE AUTHORITY**

By: [Signature]  
Name: Michelle Stinson  
Title: Porter Director  
Date: 2/26/24

By: [Signature]  
Name: Jacob Anderson  
Title: co-chair  
Date: 2-26-24

**WITNESS:**

**PORT OF HOOD RIVER**

By: DocuSigned by:  
Patty Rosas  
9F1222F1F435481...  
Name: Patty Rosas  
Title: Executive Assistant  
Date: 3/20/2024

By: DocuSigned by:  
Kevin M. Greenwood  
EB9A7895F10E4A5...  
Name: Kevin M. Greenwood  
Title: Executive Director  
Date: 3/20/2024

**EXHIBIT A**  
Form of Loan Agreement

## LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of [3/20], 2024, by and between HOOD RIVER WHITE SALMON BRIDGE AUTHORITY, a public corporation that has the powers and authority granted under Oregon Revised Statutes 381.700 to 381.755, as well as all other powers and authorities granted to municipal corporations under Oregon law ("*Bridge Authority*"), and PORT OF HOOD RIVER, an Oregon port district ("*Port*").

Bridge Authority and Port have executed and delivered an Intergovernmental Agreement Concerning the White Salmon-Hood River Bridge and Related Matters dated [3/20], 2024 ("*Intergovernmental Agreement*").

Pursuant to the Intergovernmental Agreement, Port agreed to extend to Bridge Authority a revolving line of credit to be memorialized in a written loan agreement substantially in the form of this Agreement.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

### ARTICLE I. DEFINITIONS

*Section 1.01. Defined Terms.* As used in this Agreement, the following terms shall have the meanings set forth below:

"*Agreement*" means this Loan Agreement, as the same may be supplemented and amended from time to time in accordance with its terms.

"*Availability Period*" means the period from and including the Closing Date to but excluding the Maturity Date.

"*Closing Date*" means [3/20], 2024.

"*Commission*" means the governing body of Bridge Authority.

"*Loan*" has the meaning set forth in Section 2.01.

"*Loan Notice*" means a notice of a borrowing of a Loan substantially in the form of Exhibit A.

"*Maturity Date*" means earlier to occur of: (a) Project Completion (as defined in the Intergovernmental Agreement); or (b) the dissolution of Bridge Authority.

"*Outstanding Amount*" means, on any date, the aggregate outstanding principal amount of the Loans after giving effect to any borrowings and prepayments of the Loans.

"*Resolution*" means the resolution adopted by the Commission authorizing the execution and delivery of this Agreement.



## ARTICLE II. LOANS

*Section 2.01. Loans.* Subject to the terms and conditions set forth herein, Port agrees to establish a revolving line of credit and to make revolving loan advances (each, a "Loan") to Bridge Authority from time to time during the Availability Period, as amounts prepaid on the Loan may be borrowed again. The Outstanding Amount shall never exceed \$500,000.

*Section 2.02. Borrowings.*

(a) Each borrowing shall be made upon Bridge Authority's notice to Port by delivery to Port of a written Loan Notice, completed and signed by an authorized officer of Bridge Authority. Each Loan Notice must be received by Port not later than five business days prior to the requested date of any borrowing. Each borrowing shall be in a principal amount of not less than \$10,000, in any increment of \$1,000. Each Loan Notice shall specify the requested date of the borrowing (which shall be a business day) and the principal amount of the Loan to be borrowed.

(b) Port shall make all funds so received available to Bridge Authority by wire or electronic transfer of such funds in accordance with instructions provided to Port by Bridge Authority.

*Section 2.03. Prepayments.* Bridge Authority may, upon notice to Port, at any time or from time to time, voluntarily prepay any or all Loans in whole or in part.

*Section 2.04. Repayment.* Bridge Authority shall repay the Outstanding Amount to Port on the Maturity Date.

*Section 2.05. Interest.* As specified in the Intergovernmental Agreement, each Loan shall bear interest at the rate of zero percent.

*Section 2.06. Evidence of Debt.* The Loans shall be evidenced by one or more accounts or records maintained by Port in the ordinary course of business. The accounts or records maintained by Port shall be conclusive absent manifest error of the amount of the Loans made by Port to Bridge Authority and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of Bridge Authority hereunder to pay any amount owing with respect to the Loans.

*Section 2.07. Payments.* All payments to be made by Bridge Authority shall be made without condition or deduction for any counterclaim, defense, recoupment, or setoff. All payments by Bridge Authority hereunder shall be made to Port in United States dollars and in immediately available funds not later than 3:00 p.m. on the date specified herein. All payments received by Port after 3:00 p.m. shall be deemed received on the next business day. If any payment to be made by Bridge Authority shall come due on a day other than a business day, payment shall be made on the next business day.

**ARTICLE III.**  
**REPRESENTATIONS**

Bridge Authority represents to Port that:

*Section 3.01. Corporate Existence.* Bridge Authority is a duly formed public corporation that has the powers and authority granted under Oregon Revised Statutes 381.700 to 381.755, as well as all other powers and authorities granted to municipal corporations under Oregon law, and under the constitution and laws of the State of Oregon has full legal right, power, and authority to own its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties owned or leased by it or in which the transactions of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary.

*Section 3.02. Corporate Power.* Bridge Authority has full legal right, power, and authority to enter into this Agreement and to carry out and consummate the transactions contemplated by this Agreement.

*Section 3.03. Corporate Authorization.* By all necessary action of Bridge Authority, the Commission has duly adopted the Resolution; the Resolution is in full force and effect; Bridge Authority has duly authorized and approved the execution and delivery of, and the performance by Bridge Authority of its obligations contained in, this Agreement; Bridge Authority has duly authorized and approved the consummation by it of all other transactions contemplated by this Agreement to have been performed or consummated by Bridge Authority at or prior to the Closing Date; and Bridge Authority has complied, and will at the time of each Loan be in compliance in all material respects, with the obligations on its part contained in this Agreement.

*Section 3.04. Execution and Delivery; Binding Obligation.* This Agreement has been duly executed and delivered by Bridge Authority; and this Agreement constitutes a legal, valid, and binding obligation of Bridge Authority, enforceable against Bridge Authority in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

*Section 3.05. No Violation.* Neither the execution and delivery nor the performance of this Agreement or the consummation of the transactions contemplated hereby, nor compliance with the provisions hereof by Bridge Authority, will: (a) conflict with or constitute a breach of or default (or an event which with notice or lapse of time or both would become default) under, or give to others any rights of termination, amendment, acceleration, or cancellation of, any material agreement, indenture, bond, note, resolution, agreement, or other instrument to which Bridge Authority is subject, or by which it is bound; (b) result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon Bridge Authority or under the terms of any such law, regulation, or instrument, except as provided by this Agreement; or (c) result in a violation of any applicable law.

*Section 3.06. Governmental Actions.* No authorization or approval or other action by, and no notice to or filing with, any governmental authority is required for the due execution, delivery, and performance by Bridge Authority of this Agreement or the transactions contemplated hereby.

*Section 3.07. Litigation.* There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before any court, government agency, public board, or body, pending or, to the best knowledge of Bridge Authority, threatened against Bridge Authority which: (a) in any way questions the corporate existence of Bridge Authority or the titles of the officers of Bridge Authority to their respective offices; (b) affects or seeks to prohibit, restrain, or enjoin the execution or delivery of this Agreement, or in any way contests or affects the validity or enforceability of this Agreement or the adoption by the Commission of the Resolution or the execution and delivery by Bridge Authority of this Agreement; or (c) which may result in an adverse judgment exceeding \$500,000.

*Section 3.08. Use of Proceeds.* The proceeds of each Loan will be used by Bridge Authority for lawful purposes specified in the Intergovernmental Agreement.

*Section 3.09. No Defaults.* Bridge Authority is not in breach of or default under: (a) any applicable law, which breach or default would impair the ability of Bridge Authority to perform its obligations under this Agreement; or (b) any loan agreement, indenture, bond, note, resolution, or other material agreement or instrument to which Bridge Authority is a party or to which it is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such agreement or instrument.

#### **ARTICLE IV. MISCELLANEOUS**

*Section 4.01. Amendments.* No amendment or waiver of any provision of this Agreement, nor consent to any departure by Bridge Authority therefrom, shall in any event be effective unless the same shall be in writing and signed by Port and Bridge Authority, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

*Section 4.02. Notices; Electronic Communication.*

(a) *Notices Generally.* All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, or sent by email transmission as follows:

Bridge Authority:

Hood River White Salmon Bridge Authority  
Post Office Box 1425  
Hood River, Oregon 97031  
Attention: Debbie Smith-Wagar, Finance Director  
Telephone: (541) 386-6651  
Email: [dsmith-wagar@portofhoodriver.com](mailto:dsmith-wagar@portofhoodriver.com)

Port:

Port of Hood River  
1000 East Authority Marina Drive  
Hood River, Oregon 97031  
Attention: Kevin M. Greenwood, Executive Director  
Telephone: (541) 386-1645  
Email: [kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by email shall be deemed to have been given upon the sender's receipt of an acknowledge from an intended recipient.

(b) *Change of Address.* Port or Bridge Authority may change its address, wire or electronic transfer instructions, or email address for notices and other communications hereunder by notice to the other party.

(c) *Electronic Communications.* This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure, or authorization related to this Agreement (each, a "Communication") may be in the form of an Electronic Record and may be executed using Electronic Signatures (including facsimile and PDF) and shall be considered an original, and shall have the same legal effect, validity, and enforceability as a paper record. This Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Agreement. For purposes of this subsection, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them by 15 U.S.C. § 7006, as it may be amended from time to time.

(d) *Reliance by Port.* Port shall be entitled to rely and act upon any notice purportedly given by or on behalf of Bridge Authority even if: (i) the notice was not made in a manner specified herein, was incomplete or was not preceded or followed by any other form of notice specified herein; or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof.

*Section 4.03. Waivers of Default.* No delay or omission of Port to exercise any right or power arising upon the occurrence of a default hereunder shall impair any right or power or shall be construed to be a waiver of any such default or to be an acquiescence therein. Every power and

remedy given by this Agreement to Port may be exercised from time to time and as often as may be deemed expedient by Port.

*Section 4.04. Remedies Not Exclusive.* No remedy by the terms of this Agreement conferred upon or reserved to Port is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder to Port or now or hereafter existing at law or in equity.

*Section 4.05. Expenses; Reimbursement; Damage Waiver.*

(a) *Costs and Expenses.* Bridge Authority agrees to pay within 30 days after written notice by Port all reasonable costs and expenses, if any (including counsel fees and expenses), in connection with the enforcement (whether through negotiations, legal proceedings, or otherwise) of this Agreement.

**(b) *Survival.* The agreements in this Section shall survive the termination of this Agreement and the repayment of all obligations hereunder.**

*Section 4.06. Binding Effect; No Assignment.* This Agreement shall be binding upon and inure to the benefit of Bridge Authority and Port and their respective successors. Neither Bridge Authority nor Port may assign their respective rights or obligations hereunder or any interest herein without the prior written consent of the other party hereto.

*Section 4.07. Effectiveness.* This Agreement and the other instruments and documents delivered hereunder constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed and delivered by Bridge Authority and Port.

*Section 4.08. Severability.* If any one or more of the covenants or agreements provided in this Agreement to be performed on the part of Bridge Authority shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Agreement and shall in no way affect the validity of the other provisions of this Agreement. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever.

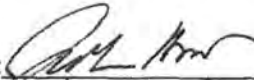
*Section 4.09. Governing Law; Jurisdiction.*

(a) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the law of the State of Oregon.


(b) *Submission to Jurisdiction.* Bridge Authority submits to the nonexclusive jurisdiction of the courts of the State of Oregon sitting in Hood River County and of the United States District Court of the District of Oregon, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement.

[Signature page follows]

HOOD RIVER WHITE SALMON BRIDGE AUTHORITY

By:   
Name: Jacob Anderson  
Title: CO-chair

PORT OF HOOD RIVER

By:   
Name: KEVIN M. GREENWOOD  
Title: EXEC DIRECTOR

**EXHIBIT A  
LOAN NOTICE**

Date: \_\_\_\_\_, \_\_\_\_\_

To:

Reference is made to that certain Loan Agreement, dated as of [\_\_\_\_], 2024 (as amended, restated, supplemented, or otherwise modified in writing from time to time, the "Agreement"; the terms defined therein being used herein as therein defined), between Hood River White Salmon Bridge Authority, a public corporation that has the powers and authority granted under Oregon Revised Statutes 381.700 to 381.755, as well as all other powers and authorities granted to municipal corporations under Oregon law ("Bridge Authority") and Port of Hood River, an Oregon port district ("Port").

The undersigned hereby requests a borrowing of a Loan

1. On \_\_\_\_\_ (a business day).
2. In the amount of \$ \_\_\_\_\_.

Bridge Authority hereby certifies that the following statements are true on the date hereof, and will be true on the date of the borrowing requested herein:

(i) The representations contained in Article III of the Loan Agreement are true, complete, and correct on and as of the date of the borrowing requested herein, before and after giving effect to the borrowing requested herein and to the application of the proceeds therefrom, as though made on and as of such date; and

(ii) No event has occurred and is continuing, or would result from the borrowing requested herein or from the application of the proceeds therefrom, which constitutes a default or an event of default under the Agreement or, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Agreement.

HOOD RIVER WHITE SALMON BRIDGE AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **EXHIBIT B**

### **Fees for Services Provided by the Port**

Execution Copy

#3378726.15

**FEES**

Executive Director	\$135.91
Finance Director	\$104.62
Deputy Finance Manager	\$ 60.19
Executive Assistant	\$ 60.02
Office Manager	\$ 53.00

Note that the above hourly rates are based on salaries in effect at 2/12/2024. Some staff are eligible for 5% step increases on their anniversary dates, and the Port generally gives all staff a cost-of-living adjustment (COLA) on July 1<sup>st</sup>.