



PORT OF HOOD RIVER COMMISSION
AGENDA
Tuesday, October 19, 2021
Via Remote Videoconference (Zoom)

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
2. Public Comment (5 minutes per person per subject; 30-minute limit)
3. Consent Agenda
 - a. Approve Minutes from the October 5, 2021 Regular Session (*Patty Rosas, Page 3*)
 - b. Approve 2022 T-Hangar Lease Rates (*Daryl Stafford, Page 7*)
 - c. Approve 2022 Marina Moorage Rates and Rules & Regulations (*Daryl Stafford, Page 11*)
 - d. Approve Contract with Piatt Construction, LLC for Deck Repair at Marina Park #1 Building in the Amount of \$15,927.68 (*Greg Hagbery, Page 37*)
 - e. Approve Accounts Payable to Jaques Sharp in the Amount of \$10,917 (*Fred Kowell, Page 49*)
4. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
 - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 53*)
5. Presentations & Discussion Items
 - a. Airport Ground Leasing Policy Discussion (*Greg Hagbery, Page 59*)
6. Executive Director Report (*Michael McElwee, Page 61*)
7. Commissioner, Committee Reports
 - a. Bridge Replacement Bi-State Working Group, Oct. 11 (Fox)
 - b. Urban Renewal Agency, October 12 (Gehring, Chapman)
8. Action Items (None)
9. Confirmation of Commission Directives to Staff
10. Commission Call

11. Executive Session under ORS 192.660(2)(e) real estate negotiations, and ORS 192.660(2)(f) to consider information or records that are exempt from disclosure by law.
12. Possible Action
13. Adjourn

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

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

Port of Hood River Commission
Meeting Minutes of October 5, 2021 Regular Session
Via Remote Videoconference & Marina Center Boardroom
5:00 p.m.

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

5:00 p.m.
Regular Session

Present: Commissioners: Kristi Chapman, Mike Fox, Hoby Streich and Heather Gehring. Legal Counsel: Jerry Jaques and Anna Cavaleri. From Staff: Michael McElwee, Kevin Greenwood, Daryl Stafford, Fred Kowell, Genevieve Scholl, and Patty Rosas.

Guests: None.

Absent: Ben Sheppard, Greg Hagbery

Media: None

1. **Call to Order:** Commissioner Kristi Chapman called the meeting to order at 5:00 p.m.
 - a. **Modifications or additions to the agenda:** Defer 5(b) to next meeting or fall planning. Add 5(c) Camera Operations at Truckee Tahoe Airport.
2. **Public Comment:**
 - a. **Kass Bergstrom** – Ms. Bergstrom commented that she is the incoming President of the Hood River Outrigger Canoe Club and provided a brief overview of what they do. Bergstrom thanked the Port for their continued support and for providing a space for the club storage and operations.
 - b. **Chelsea Marr, Columbia Gorge News** – Ms. Marr noted her concern that after leasing for a year from the Port, her business’s cost for additional expenses has more than tripled. She is currently working with Greg Hagbery to figure out where the additional expenses are coming from, as it seems excessively high. Marr is requesting that the Port look into this matter.
 - c. **John Hardham** – Hardham is on the board of the Performing Arts Initiative (PAI). He and his project partners Mark Steigner, Mark VanderZanden, and Linda Hardham provided a brief presentation of the group’s goals. PAI would like to propose that the Port consider repurposing an existing Port property for a new performing arts center.
3. **Consent Agenda:**
 - a. Approve Minutes from the September 21, 2021 Regular Session
 - b. Ratify Parking Use Agreements with CGW2A and Cascade Kiteboarding for temporary trailer storage at Maritime Building East Lot.
 - Motion:** Approve Consent Agenda
 - Move:** Hoby Streich
 - Second:** Heather Gehring
 - Discussion:** None
 - Vote:** Unanimous
4. **Informational Reports:**
 - a. **Bridge Replacement Project Update** – Commissioner Fox requested an update on the FHWA hold up of the Final EIS (FEIS) and Record of Decision (ROD). Kevin Greenwood commented that one of the issues was the treaty fishing access site in Klickitat County. Federal Highways determined that compensatory agreements (CAs) with the four treaty tribes on the Columbia River must be executed for FHWA to sign off on the FEIS/ROD. The project team and FHWA Oregon Div. had included in the Sec. 106 MOU and FEIS draft that CAs would be developed after NEPA. Greenwood’s recommendation is to utilize consultants that have been used in the past that have tribal specific interests such as Akana or Dorsay & Easton to begin negotiations once FHWA has determined the approach.

5. Presentations & Discussion Items:

- a. **Fall Planning Agenda Review** – Michael McElwee noted that the Fall Planning Work Session is scheduled for November 2. This special meeting is when the Commission normally focuses on the strategic issues, policy matters and long-term project efforts. The most important outcome is for the Commission to engage in discussion among themselves and determine any specific direction to staff. McElwee reviewed the draft agenda, no changes requested by Commissioners.
- b. **Camera Operations at Truckee Tahoe Airport** – Commissioner Streich proposed a live webcam where constituents can access the live video of airport operations online to view plane parking availability, weather, etc. Commissioner Chapman suggested using a live webcam at all Port properties. Commission directed staff to explore the options and costs for a live webcam at the airport and other Port locations.

6. Executive Director Report:

- a. **Administration** – McElwee acknowledged the tremendous work that Daryl Stafford did over the busy and challenging summer. McElwee also gave thanks to the facilities staff as many projects were carried out by Port staff.
- b. **Airport** – Staff is working with Precision Approach Engineering to prepare the annual CIP list for submission to the FAA. McElwee provided the CIP list and details about three priority projects. Each conforms with the Port’s Strategic Business Plan.
- c. **Bridge/Transportation** – Pier cap inspections have begun. Staff is working with HDR to finalize the operational plan for conducting the Live Load Testing (LLT). There will be daily operations for LLT that will require help from Port staff. Single lane closures will be required on most days with six, double lane, 5-10 minute closures on each of the three days for LLT using a test truck. Facilities crew anticipates longer delays to clear traffic.

7. Commissioner, Committee Reports:

- a. **Bi-State Working Group (BSWG)** – Commissioner Fox commented that the scoping document is moving along nicely. There were areas where the document described several options and it was recommended that one option is selected. Commissioner Fox noted that there will be two special purpose concrete batch plants, one on either side of the river to supply concrete to the bridge. Pier caps will be procured from Portland or Vancouver and shipped by barge to the site. The assumption is that the Port office and Maintenance shed will be dismantled with costs included. Replacement buildings will be developed by the Port and included in the Owner’s line. Commissioner Fox discussed six major subprojects and three major construction subprojects.

8. Action Items:

- a. **Approve Contract with Bell Design Company for Maritime Site Stormwater Connection Project**
Motion: Approve contract with Bell Design Company for engineering services not to exceed \$41,122 plus reasonable reimbursable expenses, subject to legal counsel review.
Move: Mike Fox
Second: Kristi Chapman
Discussion: None
Vote: Unanimous
- b. **Approve New Waterfront Recreation Committee Membership**
Motion: Appoint Waterfront Recreation & Safety Committee membership as listed to a term of three years.

Move: Heather Gehring
Second: Mike Fox
Discussion: None
Vote: Unanimous

9. Confirmation of Commission Directives to Staff:

- a. Commissioner Chapman requested to add renewal leases and associated cost increases to Fall Planning.
- b. Commission directed staff to add the Performing Arts Center to Fall Planning.
- c. Commissioner Fox requested that Greenwood confirm with Emily Cline that funding for the project will not get delayed.
- d. Commission directed staff to explore options and costs for a live webcam.

10. Commission Call:

- a. Commissioner Fox recognized Greenwood for his work on the Replacement Bridge Management Contract.

11. Executive Session: Commissioner Streich recessed Regular Session at 6:12 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) real estate negotiations.

12. Possible Action: None

13. Adjourn:

Motion: Adjourn the meeting
Vote: Unanimous
MOTION CARRIED

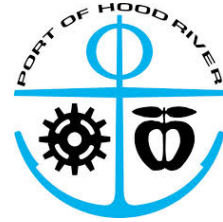
The meeting adjourned at 6:46 p.m.

Respectfully submitted,

Patty Rosas

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Commission Memo



Prepared by: Daryl Stafford
Date: October 19, 2021
Re: 2022 T-Hangar Lease Rates

In the effort to move toward a cash positive position for the Ken Jernstedt Airport, T-Hangar lease rates have had a 6% annual increases since 2018 to account for CPI and increased expenses. Based upon a prior board motion, staff recommends another 6% increase for 2022.

There are 36 T-Hangars with 100% occupancy. As of October 1st, there are 30 names on the T-Hangar Wait List. For the FY 2020-21 the Airport had an \$81,522 operating loss before any capital expenditures.

Attached for reference is a spreadsheet of airport Revenues and Expenses.

By approving next year's rates at this meeting, staff will be able to provide T-Hangar tenants with more than 30 days notification.

2022 Annual Rate: 6% Increase

	2021 Rate	6% increase	2022 Rate
T-Hangar A	\$ 3,635	\$ 218	\$ 3,853
T-Hangar B	\$ 3,671	\$ 220	\$ 3,891
T-Hangar C	\$ 4,063	\$ 244	\$ 4,307

RECOMMENDATION: Approve 2022 Airport T-Hangar Rates.

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**PORT OF HOOD RIVER
AIRPORT REVENUES AND EXPENDITURES
FOR THE FIVE YEARS ENDED JUNE 30, 2021 AND FY 2021-22 BUDGET**

	Actuals					Budget
	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
<u>Operating Revenues</u>						
T-Hangar Leases	\$ 106,236	\$ 110,912	\$ 119,594	\$ 126,465	\$ 136,322	\$ 143,900
Hangar 1 Lease	31,226	23,200	27,464	28,255	31,762	\$ 40,900
Other Leases	38,119	39,180	46,127	47,069	40,310	\$ 45,000
	175,581	173,292	193,185	201,789	208,394	229,800
Utility Service fee (Water, Garbage)	8,312	6,958	7,092	7,268	8,384	10,000
Electric Reimbursement	6,838	5,861	6,019	5,774	5,411	6,400
Miscellaneous	800	500	3,370	1,185	2,200	11,000
Reimbursement - Property taxes	3,742	3,772	3,415	3,309	3,668	3,800
<i>Operating Revenues</i>	\$ 195,273	\$ 190,383	\$ 213,081	\$ 219,325	\$ 228,057	\$ 261,000
<u>Operating Expenses</u>						
Labor, taxes and burden	\$ 83,877	\$ 129,531	\$ 147,802	\$ 143,550	\$ 145,754	\$ 174,000
Electric, water and garbage	37,067	34,775	33,300	32,957	33,649	41,000
Insurance	8,129	9,128	10,713	12,021	13,771	15,100
Maintenance	54,085	38,066	41,228	52,730	60,343	70,000
Miscellaneous/IT	3,615	15,673	10,293	6,926	12,155	15,000
Professional Services	70,308	21,779	13,802	27,540	39,765	30,000
Property taxes	3,703	3,751	3,803	3,782	4,142	4,400
<i>Operating Expenses before Capital Outlay</i>	260,784	252,703	260,941	279,506	309,579	349,500
<i>Net Cashflow before Capital Outlay</i>	\$ (65,511)	\$ (62,320)	\$ (47,860)	\$ (60,181)	\$ (81,522)	\$ (88,500)
<i>Capital Outlay</i>	(300,438)	(1,993,951)	(424,344)	(1,266,901)	(3,540,909)	(3,838,000)
<i>Capital Grants/Loans</i>	191,011	1,288,808	312,298	1,389,445	2,455,635	3,261,600
<i>Net Cashflow after Capital Outlay and related Grants</i>	\$ (174,938)	\$ (767,463)	\$ (159,906)	\$ 62,363	\$ (1,166,796)	\$ (664,900)

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Commission Memo



Prepared by: Daryl Stafford
Date: October 19, 2021
Re: 2022 Marina Rules & Regulations, Rates

MARINA RULES AND REGULATIONS

As part of an annual review and update practice, staff and the Marina Committee recommend changes to the Marina Rules and Regulations to be implemented in January of the following year. The purpose of the proposed changes is to improve administration efficiency, safety and security, and to encourage best practices for the Marina.

Commission consideration is requested of the following notable changes, recommended by staff and the Marina Committee:

1. **Responsibility of Boathouse Owners.** Add language to clearly state that any boathouse that Port staff deems in danger of sinking or considered a hazard to Port property or another boathouse should be removed or repaired to the Port's satisfaction immediately at the expense of the tenant. (See attached Rules and Regs, page 14.)
2. **Boathouse Floatation.** Due to the difficulty finding contractors and materials, extend original deadline date of June 1st, 2022 to November 1st 2022 for removal of un-encapsulated floatation (whitebead) and replace with USACE approved floatation or logs (See attached Rules and Regs, page 15.)

MARINA RATES

In FY 2020-2021, Marina Revenues exceeded expenses by \$38,450, establishing the recommended cost recovery fund. Staff recommends a CPI increase next year of 3.561% to align with the CPI for our region. The adopted budget for 2022 depicts a positive cashflow from operations, which includes a 3% rate increase.

Attached for reference:

- Marina Rate Comparison
- Marina Revenues and Expenses
- Proposed Marina Rate Schedule

Bond covenant Special Assessments that correspond with the Marina Electrical and Boathouse Dock Replacement projects will remain the same for 2022:

- Marina Tenants Electrical Project: \$442.55 assessed until 2028
- Boathouse Tenants Dock Replacement: \$1,650.77 assessed until 2023

Staff requests the Commission consider the changes to the Rules and Regulations along with the 3.561% CPI increase for the Moorage Rate change to be implemented January 1, 2022. A decision is needed before November 20 so that any changes may be properly communicated to the Marina tenants by December 1, as Port practice is to provide 30 days-notice to tenants before implementation on January 1.

RECOMMENDATIONS:

Approve 2022 Marina Rules and Regulations, subject to legal counsel review.

Approve 2022 Marina Moorage Lease Rate Schedule.

2021 LOCAL MARINA SURVEY

Presented by:
The Port of Camas-Washougal
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MARINA RATES	Port of Camas-Washougal Washougal, WA 2021	Steamboat Landing Vancouver, WA 2021	Columbia Crossings Tomahawk - Hayden - Jantzen Bay Marinas Portland, OR 2021	Tidewater Cove Marina Vancouver, WA 2021	Port of Hood River Hood River, OR 2021	Port of Olympia Swantown Marina Olympia, WA 2021
UNCOVERED	64 slips	150 slips	1419 slips	72 slips	161 slips	616 slips
20' SLIPS	\$93.50 In-District \$103.50 Out-of-District				\$1819.00 annually - equal to \$151.58 per month	\$164.40
25' SLIPS	\$117.25 In-District \$127.25 Out-of-District	\$180.00 (24')	\$204.40 (28')		\$1819.00 annually - equal to \$151.58 per month	\$197.26 (24') \$230.14 (28')
30' SLIPS	\$143.00 In-District \$153.00 Out-of-District	\$220.00	\$248.00 D - 265.10 S (32')	\$10.00 per foot / per month	\$1819.00 annually - equal to \$151.58 per month	\$295.66 (32')
35' SLIPS	\$166.50 In-District \$176.50 Out-of-District	\$240.00 (32')	\$316.80 (36')		\$602 + 43.66/ft annually - equal to \$177.50 monthly (35')	\$332.62 (36')
40' SLIPS	\$201.25 In-District \$211.25 Out-of-District	\$320.00	\$372.00	\$320.00		\$389.57
40+ SLIPS			\$265.50	\$395.00 (45') - \$440.00 (48')	\$602 + 43.66/ft annually - equal to \$213.89 monthly (45')	\$409.05 (42') \$428.53 (44')
50+			\$305.00 - 478.00	\$525.00 (55') - \$660.00 (60') \$1,250.00 (80')	\$602 + 43.66/ft annually - equal to \$232.08 monthly (50')	\$502.48
COVERED	263 SLIPS	None	403 SLIPS	None	None	None
20'	\$141.50 In-District \$151.50 Out-of-District					
25'	\$175.50 In-District \$185.50 Out-of-District		\$226.35			
30'	\$223.23-231.75 In-District \$233.25-241.75 Out-of-District		\$289.60			
35'	\$261.75 In-District \$271.75 Out-of-District		\$340.20 (36')			
40'	\$297.75 In-District \$307.75 Out-of-District		\$436			
45'			\$398.45 Tomahawk Only			
50'						
Kayak Storage	\$30.00 per month	\$75.00 per month			\$348.00 annually (\$29 per month)	\$20.00 per month
Wave Runner Storage	\$83.25 per month In-District \$93.25 per mo. Out-of-District		Hayden Bay - \$7.75 per ft Tomahawk - \$145.00/mo.			
Minimum Lease Term	9 Months automatically renews	2 Months then month-to-month	1 Month	6 Months	12 Months only Automatically Renews	1 Month

2021 LOCAL MARINA SURVEY

Presented by:
The Port of Camas-Washougal
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MARINA AMENITIES	Port of Camas-Washougal Washougal, WA 2021	Steamboat Landing Vancouver, WA 2021	Columbia Crossings Tomahawk - Hayden - Jantzen Bay Marinas Portland, OR 2021	Tidewater Cove Marina Vancouver, WA 2021	Port of Hood River Hood River, OR 2021	Port of Olympia Swantown Marina Olympia, WA 2021
Dock Storage	Yes- \$20 month	Yes-Free		Yes - Free	Yes-Personal only	Yes - Live-aboard only
Dry Storage	Next Door		Yes-\$2.70/day RV Lot			Yes - \$4.25 per foot
Electricity	Yes	Yes	Yes	Yes	Yes	Yes
Fuel Dock	Yes		Yes		Yes	
Grocery	Nearby		Nearby			
Haul Out/Repair	Nearby					In-house & subcontracted
Laundry		Yes- \$2.00 per load	Yes-\$1.50	Yes - \$15.00 per month for live-aboard		Yes - \$1.50
Overnight Moorage	\$15.00-20.00 per night	\$35.00 per night			\$12.00 - \$40.00 (20' - 60') per night	\$1.00 per foot / per night
Picnic/BBQ Area	Yes		Yes		Yes	Yes
Public Launch Ramp	Yes - \$7 daily or \$35/\$50 annual				Yes- Free	Yes - \$7 daily / \$70 annual
Public Park	Yes		Yes		Yes	Yes
Public Parking	Yes – No Fee		Yes		Yes	\$7.00 per vehicle
Restaurant	On site & nearby	Nearby	On site & nearby	Yes (opening late June) - will have ice for boaters	Yes- Hotel across street	Nearby
Restrooms	Yes	Yes	Yes	Yes	Yes	Yes
RV Pump-Out	Yes – \$5.00 Fee					
Boat Pump-Out	Yes – No Fee		Yes	Yes - No Fee	Yes- Tenants only	Yes - No Fee
Security	Gated marina, camera system	Gated community, gated marina	Fence and gate system, night watchman 7 days a week	Locked gatehouse, Metro Watch patrol at night	Fence and gate system, gate key cards	No Response
Showers	Yes – Tenants only	Yes	Yes	Yes	Yes- \$.50 for 5 minutes - public	Yes
Water	Yes	Yes	Yes	Yes	Yes	Yes
WIFI		Yes - Free	Yes	Yes - Free	Yes	Yes - Free

2021 LOCAL MARINA SURVEY

Presented by:
The Port of Camas-Washougal
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MARINA STATS	Port of Camas-Washougal Washougal, WA 2021	Steamboat Landing Vancouver, WA 2021	Columbia Crossings Tomahawk, Hayden, Jantzen Bay 2021	Tidewater Cove Marina Vancouver, WA 2021	Port of Hood River Hood River, OR 2021	Port of Olympia Swantown Marina Olympia, WA 2021
OCCUPANCY						
Average Occupancy May - Sept.	100%	100%	Unknown	89%	100%	85-95%
Avg. Occupancy Oct. - April	100%	75%	Unknown	65%	100%	78-90%
% of Tenants Washington Residents	97%	98%	Unknown	90%	25%	No response
WAIT LIST						
# of People on Waitlist	100	6	None	5	57	None
Most Requested Slip Size	25'	24'	28-32'	40'	30' and under	50'
Average Time on Waitlist	2+ years	Unknown	Unknown	6 months	1-2 years	3-6 months
RATES						
Yearly Rates Offered?	Yes - 12 months for price of 11	Yes - pay for 12 get 13th free	Same as monthly rates	No	Only annual rates	No
Discounts on Moorage?	\$10.00 discount for in-district 1 month free on one year lease	No	2 mo free annual, 1 on 6	10% off if paid a year in advance	No	No
Amenities Included?	Water, pump out, parking, tenant restrooms	Dock Box	No	Dock box, wi-fi, pump-out, water, parking	No	No
RATE INCREASES						
Last Rate Increase?	2020	2021	2019	n/a	No response	2021

2021 LOCAL MARINA SURVEY

Presented by:
The Port of Camas-Washougal
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CONTACT INFO FOR SURVEYED MARINAS	Port of Camas-Washougal Washougal, WA 2021	Steamboat Landing Vancouver, WA 2021	Columbia Crossings Tomahawk, Hayden, Jantzen Bay 2021	Tidewater Cove Marina Vancouver, WA 2021	Port of Hood River Hood River, OR 2021	Port of Olympia Swantown Marina Olympia, WA 2021
Street Address	24 South A Street	3710 SE 139th Ave	515 NE Tomahawk Island Dr.	5811 SE Columbia Way	1000 E Port Marina Dr.	1022 Marine Dr. NE
City, State, Zip	Washougal, WA 98671	Vancouver, WA 98683	Portland, OR 97217	Vancouver, WA 98661	Hood River, OR 97031	Olympia, WA 98501
Phone	360-335-3676	360-254-1000	503-283-4942	360-977-2015	541-386-0972	360-528-8049
Fax	360-835-2197	360-882-8401	503-283-3059			360-528-8094
Website	www.portcw.com	www.steamboatlandingmarina.com	www.columbiacrossings.com	www.tidewatercovemarina.com	www.portofhoodriver.com	www.portolympia.com
Email	sadie@portcw.com	tmckenzie@mccuddysmarina.com	generalmanager@columbiacrossings.com	tidewater@tidewatercovemarina.com	waterfront@portofhoodriver.com	dyland@portolympia.com
Contact Person	Sadie Hayes	Tom McKenzie	Loren Davis	Wendy Jacobs	Daryl Stafford	Dylan Dixon
Title	Community Relations Spec.		General Manager		Waterfront and Marina Manger	Marina Office Manager

PORT OF HOOD RIVER
2022 MARINA MOORAGE RULES & REGULATIONS
Effective January 1, 2022

The purpose of these Rules and Regulations is to promote the safe and efficient operation of the Port of Hood River Marina (“Marina”) and provide better service for boaters and the public. It is the intent of the Port to encourage Tenants to contribute to the efficient operation of the Marina by following the rules and regulations established for this purpose.

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

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

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

When a boat enters the Marina, it immediately comes under the jurisdiction of the Port and shall be berthed or anchored only where authorized by the Port. Port staff may deny the use of any of the facilities of the Marina or moorage when not in the best interest of the Port or the Marina.

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

The Port was originally certified by the Oregon State Marine Board in 2012 as a “Clean Marina.” Annual surveys are submitted to the OSMB and site visits are conducted every three years for recertification. The Port of Hood River Marina was recertified as a Clean Marina in 2018. Review the Clean Boater information available from the Oregon State Marine Board here: <https://www.oregon.gov/OSMB/boater-info/Pages/Clean-Marinas.aspx>

Information is listed by topic in alphabetic order.

Agreements

Moorage Rental Agreements with the Port will be executed only with the owner of the boat that is to occupy the assigned slip. Leasing a boat slip by a person who is not a boat owner is prohibited unless temporary permission is granted by the Marina Manager in limited circumstances.

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

- Documents, including but not limited to the following, will be required:
 - a. Current certificate of Title showing proper owner(s), or loan documents.
 - b. Current State Registration Certificate or USCG Documentation showing owner(s).
 - c. Insurance with proper owner(s) listed.
- Tenant agreements may be denied, or tenancy may be terminated if any information related to an agreement is misrepresented, incomplete, inaccurate or falsified. The Port reserves the right to verify all verbal or written information presented to confirm that the Vessel in an assigned berth is, in fact, owned by the person who signed the Moorage Agreement, and to deny any application for any reason not specifically restricted by law.
- Contact information provided to the Port by the Tenant shall be kept current at all times, including emergency contact information. It is the tenant's responsibility to inform the Port of any changes.
- New tenants that do not have vessels have 60 days from slip acceptance to purchase vessel. Permission for extension must be approved by Marina Manager. Extensions longer than 6 months will not be considered unless there are extreme circumstances, and must be approved by Executive Director.

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

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

Betterment Lists

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

- A Tenant must respond within three (3) business days after offered a vacated slip. If a tenant declines, no response is received or if the Tenant fails to move their vessel within the time allowed, the Tenant's right to occupy the Betterment slip will expire and the slip will be offered to the next person on the list.
- If a Betterment List offer expires, a Tenant who receives but does not accept an offer will retain their place on the Betterment List. However, if a Tenant is offered another Betterment move within twelve (12) months after the Tenant declines or fails to respond to the first Betterment offer within the time allowed, the Tenant will be removed from the Betterment List.
- Outside end slips are exempt from Betterment List requests.

- \$35 will be charged when a Tenant requests a “Betterment” move to a slip with the same length classification. Tenants seeking a boat slip with a different classification should apply for the appropriate “Wait List” and pay an Administrative fee.

Bulletin Board

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

Defaults

The following are a default of a Tenant’s moorage obligations:

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

Dinghies and Accessory Watercrafts

- A dinghy is considered a small boat carried or towed for use as a lifeboat or tender by a larger vessel and are typically less than 12 feet in length including any overhangs or protrusions from the Vessel including the motor. Accessory watercrafts or dinghies over 12’ in length are not allowed as secondary watercrafts.
- Accessory watercrafts are considered jet skis, kayaks, skiffs, rowboats, etc.
- Dinghies or accessory watercrafts must be stowed on the Tenant’s vessel or if small enough so as not to interfere with the regular moorage of any vessel (at the discretion of the Marina Manager), moored in the water at the stern or bow of the vessel so as not to exceed maximum overhang criteria and fit in the perimeter of the Tenant’s slip. Dinghies may not be stored on the port or starboard side of the

tenant's vessel.

- Dinghies or accessory watercrafts are not allowed on the docks or dock fingers.
- The Port has discretion to allow or not allow any dinghy or accessory watercraft in the water, based on the size, type or location. If the Port denies permission for maintaining an accessory watercraft at a Tenant's slip the Tenant must immediately remove the watercraft from the water or the slip.
- Non-motorized accessory watercraft including a dinghy, kayak or inflatable, are allowed at no charge if secured within the leased footprint within the slip.
- Fees: \$35 per motorized watercraft, per month, unless watercraft is an inflatable Tender used in service of boat and proper registration and insurance is provided.

Electric Power

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

Fees

Moorage rates and fees are published online at www.portofhoodriver.com. Tenants are provided 30 days written

notice of any rate adjustments.

- Lease terms are from January 1st through December 31st of any given year.
- Tenants must make the annual payment in full within 60 days of the billing date, January 1st. Invoices will typically be sent on or about January 2nd. Payment in full is due on March 1st. A \$50 per month late fee applies to any unpaid balance after the due date. Tenants who have not made full payment within 90 days of the billing date, (April 1, 2022), identified on the statement will be considered in default.
- Utility Charges: Water/Garbage – each slip and boathouse Tenant will pay a flat \$5/month fee for water and garbage services that will be billed annually in January. This is a non-refundable fee. Electrical – each slip and boathouse Tenant will pay a minimum of \$5/month for electricity that will be billed annually in January, whether or not a Tenant uses electricity. This is a non-refundable fee. If the electrical usage is more than \$5/month, the overage for actual cost will be billed quarterly.
- Quarterly Electric and miscellaneous charges are payable by the Tenant within thirty (30) business days of the statement date. Outstanding electric utility invoices provided by the Port that are 60 days past due will incur a \$15 per month late fee.
- The Port reserves the right to terminate a moorage lease at any time if moorage payments or Marina charges are not paid by a Tenant when due.
- Time and materials charges may be charged to the Tenant if Port staff spends substantial time or incurs costs attending to boats in danger of sinking or that may be causing damages to other boats or Port property.
- Fee for motorized accessory watercraft in water is \$35 per month, unless watercraft is an inflatable Tender used in service of the vessel of record. Proper registration and insurance must be provided, and watercraft must fit in the leased footprint of the slip.

Garbage/Water

Garbage receptacles are available at or near the Marina gate for use by Marina Tenants. Recycling is the responsibility of the tenant.

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

Guest Moorage

- No Tenant may allow a guest to moor a boat in the Tenant slip unless the guest has signed a sublease agreement previously approved by the Port.
- Visitors may use the boat launch guest dock at the Marina. Overnight fees apply and use of the guest dock shall not exceed the maximum limits posted.
- Guest moorage is not allowed for floatplanes in the Marina without prior approval of the Port Executive Director.
- Tenants with vessels moored at guest dock must pay for usage unless permission is granted by Marina Manager.

Hold Harmless

- Tenants agree at all times to release the Port from any claim of liability and hold the Port harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant,

their agents, invitees or employees, and Tenant does specifically acknowledge and agree that the Port is not liable under any circumstances for any loss or damage to Tenant's boat, person or property, except as the result of intentional misconduct on the part of the Port.

- Port may provide or make available utility services at the Marina; however, Port shall not be liable to Tenants or others resulting from, or be responsible to pay any costs associated with, an interruption in or failure to supply electricity or any other utility service at the Marina.
- The Port is not responsible for any losses or damage to boats, boathouses or airplanes in the Marina. Each Tenant will be responsible for damages that he or she causes to other boats, structures, property or to persons in the Marina.

Insurance

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

Inspections

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

Keys/Key Cards

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

Liveboards

There shall be no continuous living aboard boats or boathouses in the Marina. Tenants and all other persons are absolutely prohibited from living, dwelling in, or on the space or from using the space as a dwelling unit, floating home or residence as defined under the Oregon Landlord and Tenant Act. Tenant shall not use or occupy, nor

permit, the space to be used or occupied for any business user of for any purposes which would constitute waste, nuisance, or damage to the premises. No rentals of any kind are allowed. Tenants may not stay overnight on their boats in the Marina or boathouse for more than 3 nights in any seven-day period. This privilege may be reviewed or revoked by the Port in its discretion. Violation of this policy may result in eviction and termination of a Tenant's lease.

Maintenance and Vessel Repairs

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

Notice to Tenants

- News of interest from the Port to the Tenants will be by means of email. Tenants will need to update spam filters to allow mail from the portofhoodriver.com domains. It is the responsibility of the Tenant to inform the Marina Manager of any changes in their email, address or phone number.
- Port notification of Marina Rules and Regulations including new rules and modifications shall be effective when posted on the Port's website at www.portofhoodriver.com. It is the Tenant's responsibility to know them. Tenants may obtain a copy online or request to have one mailed.
- Port notice to Tenant of a lease or rule and regulation violation, account default or termination shall either be personally delivered or sent certified mail to the Tenant's address on file. All notices to the Port shall either be personally delivered or sent certified mail to the Port. Tenant may change the address and contact information by personally delivering or sending the change via certified mail to the Port.

Parking/Special Events

- Tenant parking in the lot adjacent to the moorage entrance gate is on a first-come basis and a parking space is not guaranteed. Parking shall be in a neat and orderly fashion. The Port may request removal or may remove, at Tenant's expense, any vehicle or trailer parked in an improper manner, as determined by Port.
- Parking for a vehicle or trailer for an extended period exceeding three (3) days must be approved in advance in writing by the Port. Storage of vehicles or trailers is not allowed.
- Boat trailers shall not be parked in the lot adjacent to the moorage entrance gate or anywhere on Port Property without Port written approval.
- Tenants without boats in the water do not qualify for overnight parking of vehicles or trailers without

permission from Port Marina Manager.

- Overnight camping is prohibited in the parking areas, and on all Port property. Port Ordinance 24 Parking rules apply. No person shall occupy their vehicle between the hours of 11p.m.-6.a.m.
- The Port, in its discretion due to special events in the adjacent park area, may limit access to the Marina parking lot and the hours of operations of the Marina facilities. The Port will attempt to provide notice of use limitations at least seven (7) days in advance by email and on the Port's website (www.portofhoodriver.com).
- If the Port posts a sign or signs in the marina area requiring that vehicle parking comply with these regulations or conditions listed on the sign, and a vehicle is parked in violation of sign requirements, the vehicle owner may be cited for violating a Port Ordinance, and if a Tenant is the owner of a vehicle violating posted parking requirements, or if a Tenant allows a guest to park a vehicle violating posted parking requirements, the Port may consider the Tenant to be in breach of the Tenant's Moorage Agreement.

Pets

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

Proof of Vessel Ownership & Partnerships

All moorage applicants must provide proof of ownership of the vessel that will occupy their assigned berth. This vessel will become the "vessel of record" for that berth. Failure or inability to provide satisfactory proof of ownership to the Port at any time while vessel is berthed in slip will result in denial of moorage privileges or immediate termination. Original documents showing the proper individual(s) as owner(s), including but not limited to the following, will be required to establish proof of ownership:

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

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

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

Registration

- All Vessels entering or leasing moorage in the Marina must have a valid identification permanently affixed to the hull and clearly visible from the outside. It is the Tenants responsibility to know and understand the Vessel registration requirements. Failure to display the registration number on the hull may be cause for moorage agreement termination, refusal of moorage or other access to the Marina.

State or Coast Guard registered vessels shall display registration numbers and a valid registration decal. Documented vessels shall have the documented name of the vessel and a valid registration decal displayed on the hull.

- A current copy of boat registration or Coast Guard Documentation will be presented to Port at the beginning of a moorage lease, and annually thereafter. Failure to provide these copies or failure to keep registration current shall be construed a default and breach of these rules and be grounds for the Port to terminate a Tenant's lease.
- Any Tenant who attempts to retain their assigned slip using a boat that is not registered in the Tenant's name will immediately lose their right to occupy the leased slip and the moorage agreement will be terminated.

Safety/Security

- **No swimming**, diving, fishing, or fish cleaning will be permitted in the Marina. The Marina is an area where electrical shock hazards can occur. It is the Tenant's responsibility to ensure electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. **FOR YOUR SAFETY PLEASE DO NOT SWIM IN THE MARINA.** For more information on Electrical Shock Drowning go to: <https://www.boatus.com/seaworthy/assets/pdf/electric-shock-drowning-explained.pdf>
- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates on moorage walkways or ramps is prohibited.
- Tenants shall accompany children under 16 years and guests at all times.
- The conduct of a Tenant's guest's while in the Marina is the full responsibility of a host Tenant. A host Tenant shall meet all Tenant's guests at the Marina locked gate to let them in and shall accompany their guests at all times while in the Marina.
- Disorderly conduct by Tenants and/or guests is cause for immediate termination of the Moorage Agreement and removal of the Tenant's boat from the Marina. This includes offensive language and loud and rude behavior to others. The Port shall have sole discretion to determine whether conduct is considered disorderly. Please do your part to maintain a family atmosphere at the Marina.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- All boats shall be tied up in berths or at moorings according to good maritime practice. Boats shall be tethered only to the cleats for their assigned slip, and be securely moored with adequate bow, stern and spring lines. No lines shall cross walkways.
- Boats must be tied so that no part of the boat or its attachments extends over the walkway. Bowsprits hanging over the dock float are prohibited.
- All mooring lines must be in good condition and not have any visible fraying.
- The Marina is a NO WAKE ZONE. Boats within the Marina must be operated at a speed less than that which will create a wake.

Sale of Vessel or Change of Vessel

- The assigned slip is for the use of the lessee/Moorage Tenant. In the event the Tenant sells the vessel of record, he/she must either terminate their lease, or purchase another boat within 6 months of the sale and provide proof of ownership to the Port office. The tenant is responsible for providing information on any change of vessel in the assigned slip whether permanent or temporary. Failure to do so is cause for termination of tenant's lease agreement.
- Moorage is non-transferable. The assigned slip is only for the use of the Tenant who is assigned the slip.

If a vessel in the Marina is sold and the new owner would like to continue to keep the vessel in the Marina, the new owner must submit an application for moorage, and be placed on the appropriate waitlist, like any other person seeking moorage at the marina.

- If a tenant sells their vessel and their account is in good standing and tenant has met all terms of their lease agreement and the Rules & Regulations, the tenant may sublease their slip to the new owner for up to 6 months. Sublease must go through the Port and meet all of the terms for subleasing.
- A purchaser of a moorage user's vessel does not acquire the moorage user's assigned moorage slip or any other space in the Marina.
- If the Tenant sells their boat and gives notice to the Marina Manager that they are giving up their slip, the purchasing party may rent the slip as a sublease from the Port for a maximum of 6 months from the date of purchase, subject to prior approval from the Marina Manager. Proof of insurance, bill of sale and copy of registration application is required.
- A Tenant selling their boat does not have authority to transfer their interest in their moorage slip or key cards or to transfer their obligation to pay annual payments to a new boat owner.
- A Tenant may replace their vessel with another so long as it is compatible with their assigned slip, and updated registration, title and insurance information is provided to the Marina Manager prior to placement of the vessel in marina.
- If a Tenant chooses to give up their slip, once vacated, the slip will be offered to the next eligible betterment or waitlist participant in the manner defined in this document. Every effort will be made to rent the slip, and when a new rental agreement has been signed a pro-rated refund will be issued to the owner for any overpaid amount.

Sanitation

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

Seaworthiness

Vessels moored in the Marina must, at all times, be operable and maintained in a safe seaworthy condition and not constitute a fire hazard or present a risk of sinking. Vessel hull, keel, decking, cabin and mast must be structurally sound and free from dry rot or other similar defects or deficiencies. If a vessel does not comply with these conditions, the vessel owner must immediately remove it from the Marina for repair.

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

- A vessel that in the opinion of the Marina Manager is hazardous to Marina property or facilities, other vessels or persons may be denied permission to remain on Marina premises.
- Any vessel which is poorly maintained, badly deteriorated or may damage persons or property may be required by the Port to be removed from the Marina at the owner's expense upon receipt of written request from the Port. At least thirty (30) day's advance written notice must be given to the vessel's owner to effect repairs except in cases where the Port believes there is an imminent threat or emergency. If a vessel owner who has been requested to remove a vessel from the Marina by the Port is unavailable or available but refuses to act upon such request, the Port shall have the right to cause removal of the vessel from the Marina at the owner's expense, and to terminate the moorage lease.
- Port and its agents and employees shall at all times have immediate access to each Tenant's boat while moored at the Marina in case of emergency: including fighting fires, remedying or preventing any casualty or potential hazard to the boat or the Marina, such as sinking.

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

Shell Dock

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

Storage on Piers or Dock Fingers

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

Subleasing

- The Port reserves the right to allow or suspend subleasing privileges at any time.
- Marina Wait list applicants shall have first consideration if a sublease becomes available.
- In order to sublease a slip annual tenant's account must have been in good standing for the previous 12 months and tenant must have met all terms of the Rules and Regulations and their Lease Agreement, including the utilization requirement of having their vessel in their slip for at least 3 months out of the previous 12-month period, with the exception of long term voyages or leave of absence granted by the Executive Director.
- Tenant may sublease their slip to another boat owner for a maximum sublease term of 6 continuous months during a calendar year. A sublease of less than 30 days will not be permitted. Any agreement by a Tenant to sublease a slip without prior Port approval is a violation of the Tenant's lease and may result in lease termination.

- Sub Lessees must provide their boat title, proof of insurance, current registration and State ID to the Port prior to a sublease taking effect. Vessel must be seaworthy.
- An annual Tenant who applies for and receives Port permission to sublet a slip is responsible to promptly pay the Port all Marina fees and costs associated with the Tenant's slip when due and to assure their subtenant's compliance with all Marina Rules and Regulations during the sub-tenancy. All Port Marina bills will be sent to the Tenant. Notwithstanding a sub-tenancy, a Tenant is fully responsible to pay all charges that accrue on his/her account while subleasing and for collecting such charges from their sub lessee.
- A Tenant is responsible for the removal of their sub lessee's boat from the Tenant's slip at the expiration of the sublease. A Tenant's violation of this requirement is grounds for termination of the Tenant's lease.
- Monthly Payment of a moorage fee and Marina charges by a subtenant to a Tenant cannot exceed 1/12 the annual moorage fee and Marina charges payable by the Tenant. All sublease payments shall be between a Tenant and their subtenant.
- Sub lessee must abide by Marina Rules and Regulations at all times. Violations will result in immediate termination of the sublease.
- A Tenant is responsible to provide Marina gate cards to their subtenant.
- A subtenant's vessel shall not occupy a Tenant slip until ALL required information and payment of a \$100 administrative fee has been provided to the Port by the Tenant, the subtenant has met with the Marina Manager to review Marina rules & regulations, and the sublease has been approved by the Port. Any proposed change in a sublease must be approved by the Port. If a sublease change is approved, the Tenant is responsible to pay the Port a \$35 fee for each change.
- Sublease Application available by contacting Marina Manager waterfront@portofhoodriver.com

Termination

- A Tenant who wishes to voluntarily terminate their moorage tenancy before the end of the term must notify the Port in writing not less than 60 days prior to the Tenant's proposed termination date. After a termination request is received the Port shall attempt to re-lease the slip for the remainder of the Tenant's term to someone else. The Tenant will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for three full calendar months following the month in which notification is received by the Port.
- If within the three month period after the Tenant's notice is received by the Port another boat owner executes a lease for the Tenant's slip and signs and provides lease documents satisfactory to the Port, the Tenant's lease shall be terminated and the Tenant shall receive a prorated refund of prepaid moorage and costs paid to the Port after the date a new tenant executes a moorage lease. If no new tenant signs a lease within the three month period the Tenant will remain responsible to pay accruing rent and Marina charges until the slip has been leased to another tenant or until the end of the Tenant's lease term, whichever occurs first.
- If the moorage agreement is terminated because the Tenant is in default the Tenant will receive written notification via Certified Letter US Postal service mail sent to the address stated in the Moorage Agreement.

Unauthorized Moorage

- Tenants who utilize moorage for berthing boats, dinghies or accessory watercrafts that is not leased by the tenant, will result in denial of moorage privileges and/or moorage lease agreement termination.
- No person shall moor a boat adjacent to a Marina boathouse without prior Port permission. Moorage

for an extra boat may be authorized by the Port in advance of moorage in the Port's discretion.

- If a boat, boathouse or floatplane is moored in the Marina without Port permission or the owner has refused or failed to sign a moorage rental agreement acceptable to the Port, the boat, boathouse or floatplane shall be subject to immediate eviction. The owner shall be responsible to comply with all Marina rules and regulations during occupancy, be liable for moorage rental charges based on the monthly moorage rate and may, in the Port's discretion, be charged fees a Marina moorage tenant would be responsible to pay and be required to pay for any damages caused to the Marina.
- A boat, boathouse or floatplane and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the Marina or elsewhere until the owner pays all charges then owing and all charges which thereafter accrue and until all violations of Port moorage rules and regulations are complied with. These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port Ordinance.

Utilization

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

- There is a defined time period for the leave; and
- The owner's vessel will be located continuously outside of the area or the owner is in a prolonged period of finding, constructing, securing or delivering a new boat to the Marina or special circumstances.
- A tenant who anticipates being gone longer than one year must relinquish their slip and may apply in writing to the Executive Director for extended cruising status. A member granted extended cruising status may be placed at the top of the waitlist for the same size slip on their return.
- Dinghies or vessels under 16' do not qualify for utilization. Tenant must own and moor a state registered vessel 16' and over in slip for a minimum of 3 months in the slip in order to keep the slip.
- Failure to meet requirement may cause lease agreement to not get renewed on January 1st of the upcoming year.

Wait List

- A \$100 administrative fee is charged to be on a Port moorage Wait List. This fee is non-refundable and not applied to moorage. A separate administrative fee shall be paid to be on any separate list. Updated Wait Lists are posted on the Port of Hood River website.
- Port staff will notify Wait List persons of potential slips that are available for lease. A slip will be offered to the top three names on the Wait List concurrently with a deadline of five (5) business days to respond to the offer. A slip will first be offered to the respondent listed in highest of the three people that were contacted, and if they don't accept the offer to the next highest. Persons who receive an offer but do not agree to accept the offer will maintain their current standing on the Wait List.
- Within fifteen (15) days of the acceptance of an offer, the Wait List person who has accepted the offer must enter into a signed lease and make a payment for the prorated moorage.
- Provided however, if the prospective tenant does not own a boat, they will be given thirty (30) days from the date of acceptance to purchase a boat to be placed in the slip or provide proof that a purchase transaction is pending. If the thirty (30) day requirement cannot be met and the prospective Tenant would like to remain on the Wait List, his or her name will be moved to the bottom of the Wait List.
- If a Wait List person is contacted but is non-responsive, they will maintain their current standing on the

Wait List. However, if a second offer is made and the Wait List person is non-responsive or declines the offer, their name will be removed from the Wait List. If the name is removed, and the person wishes to stay on the Wait List, they will be required to pay another \$100 administrative fee for their name to be placed on the Wait List as of the date the application to be on the Wait List is received.

- If a slip becomes available for sublease, the Port will notify Wait List persons unless a Tenant has identified a boater who meets all sublease requirements. Waitlist Application available here: <https://portofhoodriver.com/product/marina-wait-list-entry/>

Waiver

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

Boathouse Policies

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

Responsibilities of Boathouse Owners:

- All Boathouses shall have a state issued identifying number plate displayed in a location that is readily visible from the walkway providing access to the structure.
- A boathouse owner shall maintain his/her boathouse in a safe, neat and attractive condition, consistent with the Port's regulations, policies, and procedures.
- There are no liveaboards, subleases, short term rentals or rentals of any kind allowed in boathouses or vessels berthed in boathouses. See "Liveaboard" Policy.
- Debris, materials or accessories shall not be stored or otherwise allowed to accumulate outside boathouses, whether on or off the space let to the boathouse lessee. Supplies shall not be stored outside boathouses, whether on or off the space let to the boathouse lessee.
- Boat Houses shall comply with general Uniform Fire Code and fire safety compliance. Fire extinguishers and smoke detectors are required and are the responsibility of the tenant to be purchased and maintained.
- A boathouse that in the opinion of Port Staff or the Marina Committee is in danger of sinking, hazardous to Marina property or facilities, other boathouses or persons and determined to be an imminent threat or emergency, may be denied permission to remain on Marina premises and may be required to be removed or repaired to the Port's satisfaction at once.
- Any boathouse which is poorly maintained, badly deteriorated or may damage persons or property may be required by the Port to be removed from the Marina at the owner's expense upon receipt of written request from the Port. At least thirty (60) day's advance written notice must be given to the boathouse's owner to effect repairs, except in cases where the Port believes there is an imminent threat or emergency. If a boathouse owner who has been requested to remove a

boathouse from the Marina by the Port is unavailable or available but refuses to act upon such request, the Port shall have the right to cause removal of the boathouse from the Marina at the owner's expense, and to terminate the moorage lease.

- Adequate flotation must be installed and maintained to ensure the stability of Tenant's boathouse and the safety of neighboring boathouses. Other than logs, any Flotation not encapsulated must be replaced and replacement flotation must be properly encapsulated expanded polystyrene foam or extruded polystyrene foam (XPS) material meeting current USACE specifications **by November 1, 2022.**
- Tenant shall be responsible for any and all damage to the Marina, including a slip, caused by Tenant's boathouse or activities. Any boathouse that sinks in the Marina may require professional salvage at the Tenant's expense, as determined by the Port. If the Port believes a boathouse is not being promptly and properly removed from the marina by a Tenant the Port may incur salvage expenses to remove the boathouse, in which case Tenant will promptly reimburse the Port for those salvage expenses and any related expenses.
- All boathouses shall maintain a reasonable amount of freeboard in a uniform manner for safety reasons and to accommodate snow loads.
- Removal of snow build-up on boathouses will be the responsibility of the boathouse owner.
- The boathouse owner is responsible for providing and maintaining the electricity, meter base, and wire for the connection to the main power source. Installation and upkeep of the water hose or other connection to the main water line will be the responsibility of the boathouse owner.
- The boathouse owner is responsible for providing and maintaining chain and connectors on the boathouse for the attachment to the dock. The boathouse must have adequate structural capabilities to accept moorage attachments. Connections shall have enough clearance between the Port owned dock and the tenant's boathouse to allow space for maintenance work on the docks and utilities. This space can be left open or provide a hinged, removable cover that will provide the required clearance. All mooring connection and revision to existing systems must have prior Port approval.
- Boathouse owners, upon request, will provide access to their boathouses for the purpose of fire, electric, sanitation and safety inspection.
- Boathouse and boat owners must comply with Oregon Clean Marina requirements.
- There shall be no discharge of gray water, blackwater or sewage from a boathouse.
-

Responsibilities of the Port:

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

Rebuilding, Remodeling or Replacement:

- The Port must approve the rebuilding, exterior remodeling or replacement of private boathouses in advance and in writing. Detailed plans of the proposed construction must be submitted to the Port Marina Manager and Executive Director, for approval by the Commission for construction, placement, design and or improvements. Failure to acquire prior authorization to rebuild or remodel may result in work stoppage and possible eviction.
- All construction involving boathouses shall conform to applicable codes of the City of Hood River,

State of Oregon Floating Buildings, Port of Hood River Rules and Regulations and OSMB Clean Marina guidelines. It is the tenant's responsibility to acquire all necessary information.

- Floatation: Boathouses shall be constructed and maintained to provide a flotation system that shall be structurally sound and securely integrated with the framing for the structure. The external surfaces of all flotation devices shall be water resistant and protected from deterioration, or corrosion, and from damage by impact or chafing. The normal freeboard as measured from the waterline to the lowest point on the floor or deck including all dead loads but not live loads, shall not be less than 14 inches. (full specs on Portland Floating Homes .com) Floatation shall meet USACE specifications and shall be fabricated of materials manufactured for marine use. The use of un-encapsulated whitebead foam is strictly prohibited and illegal on Oregon waters. The float and its floatation material shall be 100% warranted for a minimum of 8 years against sinking, becoming waterlogged, cracking, peeling, fragmenting, or losing beads. All floats shall resist puncture and penetration and shall not be subject to damage by animals. Polystyrene floatation material used inside them shall be fire resistant. Floatation must be permanently affixed to the underside of the boathouse.
- Stability- The structure when subject to off-center loading of the live loading, shall not exceed the 4 degrees.
- The use of new or recycled plastic or metal drums or non-compartmentalized air containers for encasement or floats is prohibited.

Sale of a Boathouse:

- A boathouse owner must inform Marina Manager that Boathouse is for sale, and as soon as there is a likely sale or sale pending.
- No boathouse moorage space lease may be sold or assigned without the prior written consent of the Port. A boathouse owner must contact the Marina Manager to obtain current criteria and guidelines applicable to the owner and purchaser to continue or replace a boathouse moorage lease.
- Before a boathouse sale contract is signed the boathouse owner must schedule an inspection of the boathouse and moorage space with the Marina Manager, or another Port staff person or person under Port directive designated by the Marina Manager, to confirm boathouse compliance with OSMB Clean Marina Standards and that the boathouse complies with Port rules and regulations and does not pose any hazards A boathouse owner and buyer must demonstrate to the Port's satisfaction that the boathouse to be sold and all boathouse connections comply with Port requirements.
- A lease of moorage space to a new boathouse owner will be granted by the Port, subject to compliance with this section and satisfactory compliance with the following checklist items.

Check List – Pending Boathouse Sale:

- Inspection of a boathouse, floatation and mooring attachments is satisfactory.
- Buyer completes new lease acceptable to Port to be executed upon receiving satisfactory Inspection.
- Boathouse insurance certificate.
- OSMB title update.
- Proof that a boathouse title transfer is in process which complies with applicable legal requirements.

Bill of Sale transferring ownership:

- FEE: The Port will charge a fee to review and approve a boathouse sale and moorage lease transfer

or new moorage lease based on Port actual costs and Port staff time, plus an administrative fee of \$500. The fee will be assessed to the seller of the boat house.

DRAFT

**PORT OF HOOD RIVER
MARINA REVENUES AND EXPENDITURES**

	Actuals							Budget
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
<i>Operating Revenues</i>								
Moorage - including subleases	\$ 157,356	\$ 175,341	\$ 185,313	\$ 194,337	220,547	228,752	243,594	\$ 240,500
Special Assessment	87,031	87,031	87,031	83,619	87,746	84,671	80,530	84,900
	244,387	262,372	272,344	277,956	308,293	313,423	324,124	325,400
Utility Service fee (\$5 Base Electricity, Water, Garbage)		5,334	15,014	10,161	9,930	9,792	9,994	11,000
Electric Reimbursement	10,079	16,385	27,203	19,684	17,514	15,805	15,163	19,000
Miscellaneous	11,536	20,007	20,485	22,554	23,092	21,424	24,120	26,900
Grant	6,244	7,050	7,050	8,425	7,050	7,000	7,000	7,000
<i>Operating Revenues</i>	272,246	311,148	342,096	338,780	365,879	367,444	380,401	389,300
<i>Operating Expenses</i>								
Labor, taxes and burden	128,431	123,977	134,317	136,701	142,157	142,594	155,381	179,600
Electric, water and garbage	18,300	23,540	31,361	27,056	25,103	24,075	25,061	26,000
Insurance	14,681	15,053	12,709	7,473	5,888	6,865	7,398	7,600
Maintenance	15,371	19,729	28,789	29,505	46,196	28,451	10,403	30,000
Miscellaneous	15,287	12,158	11,121	11,658	15,630	10,635	19,316	14,000
Security/IT	5,491	3,547	5,115	4,699	5,377	6,879	5,991	6,000
Professional Services	10,131	11,764	5,675	8,566	7,290	6,330	18,401	35,000
Legal	5,298	2,551	2,369	2,080	3,740	2,306	725	5,000
<i>Operating Expenses before 2010 FlexLease Debt</i>	212,990	212,319	231,456	227,738	251,381	228,135	242,676	303,200
Debt Service - 2010 FlexLease	23,901	28,425	27,820	27,515	26,435	25,670	24,840	28,850
Debt Service - 2013 FlexLease	65,996	70,112	69,076	69,088	66,624	66,196	68,587	66,725
<i>Operating Expenses before Capital Outlay</i>	302,887	310,856	328,352	324,341	344,440	320,001	336,103	398,775
<i>Net Cashflow before Capital Outlay</i>	(30,641)	292	13,744	14,440	21,440	47,443	44,298	(9,475)
<i>Capital Outlay</i>	98,544	\$ 10,973	\$ 45,924	\$ 22,374	9,063	-	15,290	\$ 353,600
<i>Capital Grant</i>		\$ -	\$ 9,961	\$ -	\$ -	\$ -	\$ -	\$ 132,300

**MARINA MOORAGE RATE SCHEDULE
EFFECTIVE JANUARY 1, 2022**

	Payment Terms					Proposed		Proposed
	2017	2018	2019	2020	2021	2022 Rate with 3.561 CPI increase	Assessment	2022 Moorage & Assessment
Moorage Rates - Slips and Boat Houses*								
<u>Moorage Slips - Boats 30 Feet and Under</u>								
Annual Rate - Boats Under 30 Feet	\$ 1,033.38	\$ 1,095.38	\$ 1,161.11	\$ 1,230.77	\$ 1,256.00	\$ 1,300.73	\$ 442.55	\$ 1,743.28
Annual Rate for C Dock Eastside - Boats Under 30 Feet	\$ 1,172.35	\$ 1,242.69	\$ 1,317.25	\$ 1,396.29	\$ 1,425.00	\$ 1,475.74	\$ 442.55	\$ 1,759.80
Annual Rate for C Dock South - Boats Under 30 Feet	\$ 1,097.82	\$ 1,163.69	\$ 1,233.51	\$ 1,307.52	\$ 1,334.00	\$ 1,381.50	\$ 442.55	\$ 1,676.06
<u>Moorage Slips - Boats Over 30 Feet</u>								
Annual Rate - per Foot per month	\$ 2.82	\$ 2.99	\$ 3.17	\$ 3.36	\$ 3.43	\$ 3.56	\$ 442.55	Vessel length * 3.56 plus \$442.55
Annual Rate for C Dock South - per foot per month	\$ 2.99	\$ 3.17	\$ 3.36	\$ 3.56	\$ 3.63	\$ 3.76	\$ 442.55	Vessel length * 3.76 plus \$442.55
<u>Floatplane Slips - Transient Floatplane Moorage NOT Available</u>								
Annual Rate - Minimum \$850 plus increase	\$ 1,013.04	\$ 1,073.82	\$ 1,138.25	\$ 1,206.54	\$ 1,231.00	\$ 1,275.94		\$ 1,138.25
<u>Boathouse Slips</u>								
Annual Rate - Rate per /SQ FT/YR	\$ 1.22	\$ 1.29	\$ 1.37	\$ 1.45	\$ 1.48	\$ 1.53	\$ 1,650.77	BHr sq. ft * 1.53 plus \$1650.77
<u>Visitor Dock Fee Schedule</u>								
<i>Length</i>								
Under 20 Feet	\$ 12.00		NA					
20-29 Feet	\$ 20.00	\$ 25.00						
30-39 Feet	\$ 25.00	\$ 30.00						
40-49 Feet	\$ 30.00	\$ 35.00						
50-59 Feet	\$ 40.00	\$ 45.00						
<u>Seasonal Moorage Lottery</u>								
6 Slips available for under 20' May-October	\$845							\$875.85
<u>Shell Dock Storage</u>								
6 Racks available annual lease August - July	\$348							\$360.71

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Commission Memo



Prepared by: Greg Hagbery
Date: October 19th 2021
Re: Marina Park #1 Building Decking Refurb Contract

In August of this year, Facilities Dept. staff performed a standard inspection of the wooden deck along the north side of the Marina Park #1 Building, also referred to as the “Chamber Building.” During the inspection, staff discovered the hand railing was detaching from the main structure and there are several loose or soft decking boards along the pedestrian pathway. Further investigation of the sub-structure showed that most of the deck joists need to be replaced.

As the north deck of the building is a heavily trafficked pedestrian pathway, staff immediately closed the deck due to safety concerns.

Staff issued a quote solicitation to multiple local contractors for estimates and received one response. Local contractor Piatt Construction, LLC provided a quote for \$15,927.98 to remove all decking boards and railing from the north side, replace all deck joists in sub-structure with new lumber, reinstall any decking boards that can be reused or replace with new lumber, and install new railing and cap. The project is slated to be completed by March 1, 2022.

RECOMMENDATION: Approve contract with Piatt Construction, LLC to refurbish the north deck at the Marina Park #1 Building, not to exceed \$15,927.68.

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**Small Procurement Contract
Chamber Deck Rehabilitation Project**

1. This Contract is entered into between the Port of Hood River ("Port") and Piatt Construction, LLC Construction ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A. The Port of Hood River shall pay a "Not to Exceed" amount of \$15,927.98.
2. This Contract shall be in effect from the date at which every party has signed this Contract through completion and following acceptance of the work by the Port of Hood River. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract, except to the extent the Port is negligent and responsible to pay damages. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Contractor:	Port of Hood River
Signed:	Signed:
Address;	
Phone;	

**Sample Small Procurement Contract
Exhibit A**

SCOPE OF WORK: Deliverables/ Specifications:

- a) Remove Decking
- b) Replace all deck joists with 2x8 pressure treated lumber.
- c) Remove Railing.
- d) Reinstall decking with up to 25 new cedar deck boards.
- e) Reinstall railing with new 2x8 cedar cap.

I. DELIVERABLES AND TIMEFRAME: Work shall be completed by March 1, 2022.

II. CONSIDERATION: Contractor shall be paid \$15,927.98 at the completion of the work or with monthly billing provided by the contractor for port review and payment.

III. BILLING AND PAYMENT PROCEDURE:

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

- Invoice date
- Contract project title
- Record of hours worked and a brief description of activities
- Billing rate applied

Invoices for services will be submitted on a monthly basis. Payments due which exceed 90 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

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

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Port of Hood River

Chamber of Commerce Building Emergency Deck Repair

1000 East Port Marina Dr, Hood River Or 97031

Issued: September 15, 2021

Closing Date: October 1, 2021

Project Summary:

The Port of Hood River is requesting quotes for the deck rehabilitation project and specifications attached at the Port of Hood River Chamber Office Building. This work includes but is not limited to;

- 1) Deck removal. Replace as needed damaged decking.
- 2) Railing removal
- 3) Replace deck joists
- 4) Reinstall deck and Railing.

The work contemplated under this Contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the work described in the Contract, the General Conditions, all applicable special conditions, plans, specifications, or any supplementals. Project scope of work, plans and specifications are included in this Contract Solicitation document.

The single contact point for questions regarding the Solicitation, Forms, Specifications, change, clarification, the award process, and/or any other issues that may arise, is John Mann at (541) 399-9228, fax (541) 386-1395 and email jmann@portofhoodriver.com

Submittal Process

This is a quote for personal services, therefore it does not fall under the ORS 279C (Public Works Contracts). Quotes must be received by **2:00 PM on Oct 1, 2021** at the Port office or by mail to 1000 E. Port Marina Drive, Hood River, OR 97031. Quotes shall also be received via email at: jmann@portofhoodriver.com. All quotes must include the completed Quote Form. Quotes will not be received after 2:00 PM on October 1, 2021. Quotes will be reviewed by Port staff.

The Port of Hood River reserves the right to 1) reject any or all proposals not in compliance with procedures and written instructions if it is in the best interest of the public to do so, 2) seek clarifications of each response, 3) waive informalities in the proposals, 4) choose different proposers for each task, 5) modify the project to fit within budgeted amounts, and 6) negotiate a final contract that is in the best interest of the Port.

Solicitation Laws and Rules

This solicitation and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The solicitation and resulting Contract may be subject to other laws and rules. This is not a Prevailing Wage Project subject to ORS 279C.800 to 279C.870. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules.

Site Examination

The bidder shall visit the site and fully acquaint themselves with the existing conditions there relating to construction and labor and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. Contractors will not be given extra payments for conditions, which can be determined by examining the site and documents.

The bidder acknowledges that he/she is satisfied as to the nature and location of the work, the various street surface conditions to be encountered and the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, surface water, storm drainage system, access of the site and coordination with the Port.

Award

The contract will be awarded by competitive quotes to the contractor whose quote will best serve the interests of the Port of Hood River. Price, experience, availability, project understanding and contractor capacity will be taken into account in the evaluation process. All respondents will be notified of the award within 10 calendar days (October 19, 2021) of the closing date. Work will be scheduled once all contract documents have been executed.

Information to be submitted by successful contractor

The successful Contractor shall provide all of the following required documents to the Port of Hood River within ten (10) calendar days of notification of the Intent-to-Award. Failure to present the required documents within ten (10) calendar days may result in rejection.

Respondents are encouraged to consult their insurance agent about the insurance requirements prior to Quote submission.

-Insurance:

Contractors will be required to provide proof of commercial general liability and automobile liability insurance in the amount of \$1,000,000.00, and proof of Workers Compensation coverage. The certificate shall be issued in the name of the Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031. The Port of Hood River, and its commissioners, employees, contractors and agents shall be named as additional insured.

-Bonds:

1. Public Works Bond: Pursuant to ORS 279C.836 before starting work on the contract or subcontract for public works projects with a contract price that exceeds \$50,000, the contractor or subcontractor shall file with the Construction Contractors Board a public works bond with the corporate surety authorized to do business in this state in the amount of \$30,000.

2.) Performance Bond: Contractor shall, within ten days after award of the contract and prior to doing any work under this contract, furnish the Port, in a form and with a surety satisfactory to the Port:

a). A performance bond in an amount equal to the full contract price conditioned upon the faithful performance of this contract upon the part of the Contractor in accordance with the specifications, and conditions of this contract, and also complying with the provisions of Oregon Revised Statute 279C.380 and any other laws of the State of Oregon relating to faithful performance bonds for construction of public works.

b). Pursuant to ORS 279C.836, a payment bond in an amount equal to the full contract price, solely for the protection of claimant under ORS 279C.600.

Oregon Prevailing Wage (BOLI Requirements)

This is not a Prevailing Wage job.

Base Quote: Contractors shall acknowledge that estimated quantities are not guaranteed and shall be based on the actual amounts to complete the work as outlined.

Time and Completion: The Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Port, and to fully complete the project by March 1, 2022.

The contact person and project manager for this contract will be John Mann, Port Facilities Manager. Questions may be directed to John Mann at 541-399-9228. Once contracts are awarded, the Port's owner's representative will be the Port Maintenance Supervisor (contact information to be distributed with contract).

Quote Inclusions and Submittals;

1. Deliverables
2. Specifications
3. Date, Signature and quote amount not to exceed on last page.
4. Performance Bond
5. Certificate of Insurance
6. Sample Contract

To avoid any confusion, it is recommended you turn in the entire quote package as your submittal.

Deliverables/ Specifications;

- a) Remove Decking
- b) Replace all deck joists with 2x8 pressure treated lumber.
- c) Remove Railing.
- d) Reinstall decking with up to 25 new cedar deck boards.
- e) Reinstall railing with new 2x8 cedar cap.
- f) Construction clean-up is the contractor's responsibility.

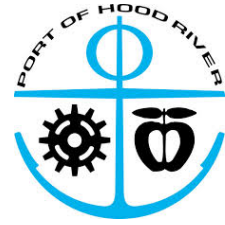
Date; _____.

Lump Sum amount not to exceed; \$_____.

Contractor Signature; _____.

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Commission Memo



Prepared by: Fred Kowell
Date: October 19, 2021
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$10,917.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$10,917.00
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JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

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

Page: 1
 October 04, 2021
 Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYMENT CONTRACT					
150.00	400.00	0.00	0.00	-150.00	\$400.00
MISCELLANEOUS MATTERS					
JJ					
725.00	1,050.00	0.00	0.00	-725.00	\$1,050.00
ORDINANCE #24					
0.00	1,225.00	0.00	0.00	0.00	\$1,225.00
NORTHWAVE LEASE (Northwave, Inc/Blake Richards)					
200.00	0.00	0.00	0.00	-200.00	\$0.00
TOWING AGREEMENT (Guzman Brothers Towing)					
0.00	342.00	0.00	0.00	0.00	\$342.00
BOAT HOUSE LEASE					
0.00	125.00	0.00	0.00	0.00	\$125.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)					
700.00	875.00	0.00	0.00	-700.00	\$875.00
BRIDGE LIFT ENGINEER CONTRACT (HDR Inc.)					
725.00	0.00	0.00	0.00	-725.00	\$0.00
CONCESSION PERMIT (Sandbar Cafe, LLC)					
225.00	0.00	0.00	0.00	-225.00	\$0.00

Account No:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
THROUGH THE FENCE AGREEMENT (Timothy O'Donnell)					
175.00	0.00	0.00	0.00	-175.00	\$0.00
LIFT SPAN ENGINEER SERVICES (Stafford Bandlow)					
325.00	0.00	0.00	0.00	-325.00	\$0.00
NATURAL GAS EASEMENT (near bridge)					
0.00	50.00	0.00	0.00	0.00	\$50.00
CONCESSION PERMITS					
0.00	400.00	0.00	0.00	0.00	\$400.00
ODOT LAND EXCHANGE (BRIDGE AREA)					
450.00	0.00	0.00	0.00	-450.00	\$0.00
BISTATE BRIDGE COMMISSION					
0.00	500.00	0.00	0.00	0.00	\$500.00
BARMAN PROPERTY					
0.00	825.00	0.00	0.00	0.00	\$825.00
WAAAM HANGAR LEASE					
4,275.00	1,475.00	0.00	0.00	-4,275.00	\$1,475.00
AIRPORT - PRECISION APPROACH ENGINEERING					
1,900.00	0.00	0.00	0.00	-1,900.00	\$0.00
LEASE - FESSLER, JONATHAN - MARINA PARK 1					
300.00	1,300.00	0.00	0.00	-300.00	\$1,300.00
MARINA - BOAT CRANE WAIVER					
350.00	0.00	0.00	0.00	-350.00	\$0.00
PROJECT MANAGER - REPLACEMENT BRIDGE					
450.00	25.00	0.00	0.00	-450.00	\$25.00
GOVERNANCE					
0.00	2,325.00	0.00	0.00	0.00	\$2,325.00
LEASE (Gorge Net)					
JJ					
225.00	0.00	0.00	0.00	-225.00	\$0.00
PROPERTY PURCHASE (Phil Jensen/Luhr Jensen)					
150.00	0.00	0.00	0.00	-150.00	\$0.00
<u>11,325.00</u>	<u>10,917.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-11,325.00</u>	<u>\$10,917.00</u>

**THIS STATEMENT REFLECTS SERVICES PROVIDED AND
 PAYMENTS RECEIVED THROUGH THE 30th OF SEPTEMBER
 UNLESS OTHERWISE STATED**



Project Director Report
October 19, 2021

The following summarizes Bridge Replacement Project activities from Oct. 1-15, 2021:

PROJECT MANAGEMENT UPDATE

- *WSP Engineer Lead Stuart Bennion is on schedule managing the Preliminary Cost Estimate. Next meeting with BSWG members is scheduled for Monday, Nov. 1.*
- *Replacement Bridge Management Contract (RBMC) RFP has been reviewed by Bill Ohle, Schwabe Williamson. ODOT and FHWA have agreed to review document after the Port Commission has had an opportunity to review legal comments.*
- *November update included in packet.*
- *Lowell Clary P3 contract and Otak NEPA advising contract expire at end of December. Any additional services will require new contracts.*

GOVERNMENT AFFAIRS/LOBBYING UPDATE

- *Brad Boswell has been facilitating a number of meetings with Washington legislators either located in SW Washington or serving on key transportation committees. Washington Bi State Working Group (BSWG) members have been participating. The focus for the 2022 short session has been advocacy for the bi-state bridge authority legislation and positioning the project for inclusion in an anticipated transportation package in the next 1-3 years.*
- *The Port's three government affairs consultants will be meeting to update legislative goals based upon input from the BSWG.*

FEIS/ROD CRITICAL PATH UPDATE

TRIBAL COMPENSATORY AGREEMENTS

- *Emily Cline has a meeting scheduled with Carolyn Holthoff and Megan Cotton, the ODOT and WSDOT statewide tribal relation managers to discuss approach.*
- *Port staff has started the process to obtain tribal fishing statistics. Mike Matylwicz, CRITFC Fisheries Manager, will be requesting information from CRITFC staff and has agreed to contact Yakama Nation fisheries. Roger Dick, Jr., YN fisheries manager has been on personal leave for some time. Megan Begay, YN assistant harvest manager, manages the tribal fishery permits along the shoreline in White Salmon and on the current bridge piers.*
- *Carol Snead has asked ODOT staff to budget time for developing agreements and participating in discussions.*
- *Tribal Agreements would include compensation due to loss of fishing and acknowledgement by the tribal agencies for the need of easements over the underwater portion of the White Salmon Treaty Fishing Access Site (TFAS).*

- *Mitigation related to cultural resources, fish habitat, and historic preservation impacts would remain in agreements generated through other pre-existing federal processes (i.e., Sec. 106, 4F)*
- *Monthly milestones memo is attached.*

GOVERNANCE/BSWG UPDATE

- *The BSWG selected Port Commissioner Mike Fox as its chair and Klickitat County Commissioner Jacob Anderson as its vice chair. The BSWG desires a more active and formal role in advising the Port Commission on project activities. Staff will be working with legal counsel to more fully understand the public meeting requirements for the BSWG.*
- *The BSWG reviewed an evaluation survey on the performance of Port staff at their last meeting. Most felt that it was inappropriate for BSWG members to evaluate Port employees.*

FUNDING & FINANCING UPDATE

- *Washington funds will be reimbursed directly to Port of Hood River. Agreement could be received by early November 2021 for Commission review and approval.*
- *States are looking at whether their funding can be used toward 20% BUILD match.*
- *Another ODOT technical services IGA amendment is being developed to accommodate tribal agreements and RBMC procurement review.*
- *Staff and FHWA to meet this week on BUILD progress.*
- *Oregon ARPA funding agreement could be received by middle of 2022; BUILD agreement could be received by January 2022.*

MEETING SCHEDULE

- Rep. Ramos, Oct. 15
- WSP Weekly Check In, Oct. 18
- Thorn Run Partners, Oct. 19
- Sen. Wilson, Oct. 19
- Thorn Run Partners, Oct. 19
- Otak, Oct. 20
- Sec. 106 Cultural Resources, Oct. 22
- WSP Weekly Check In, Oct. 25
- NEPA Coordination, Oct. 28
- Rep. Barkis, Oct. 28
- Sec. 106 Consulting Parties, Oct. 29
- WSP PCE #2, Nov. 1
- WSP Weekly Check In, Nov. 1
- Thorn Run Partners, Nov. 2
- Rep. Kraft, Nov. 3



EIS UPDATE

BRIDGE REPLACEMENT PROJECT

In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction. A Bi-State Working Group (BSWG) consisting of Mayors and County Commissioners from both Hood River and Klickitat Counties monitors the project and advises the Port on bridge replacement activities.

NEPA Activities:

- Continued work on the Final EIS/Record of Decision and responses to public comments received on the Supplemental Draft EIS.
- Completion of Final EIS/ Record of Decision has been moved from the first quarter of 2022 to the third quarter of 2022 to provide time to negotiate mitigation agreements with the four treaty tribes that will be impacted by construction of the proposed bridge.
- Continued meetings with consulting parties to finalize potential mitigation measures for removal of the existing bridge (a historic resource).
- Coordination with agencies continues to complete the Section 106 process.

Other Activities:

- Preliminary Cost Estimate be developed to support ongoing project development and funding.
- The Port of Hood River continue to coordinate funding with federal and state partners.
- The BSWG recently selected Port of Hood River Commissioner Mike Fox and Klickitat County Commissioner Jake Anderson to be co-chairs.
- Extensive live load testing of the existing bridge will result in intermittent single-lane closures through the end of October.

NOVEMBER 2021 UPDATE



How would bridge replacement benefit the Columbia River Gorge communities?

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

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

WE ARE HERE ▼

Agency/Stakeholder Outreach	Environmental Compliance																	
	Technical Study Updates				Supplemental Draft EIS				Final EIS/ROD									
	Community Meeting				Community Meeting													
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	
	2018		2019		2020				2021				2022					

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

PROJECT CONTACT

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

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MEMO

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

CRITICAL PATH ACTIVITIES

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

1. ENDANGERED SPECIES ACT (ESA) COMPLIANCE

ODOT updated scheduled completion date.

SCHEDULED COMPLETION DATE: **10/1/2021 (AUGUST UPDATE)**

SCHEDULE ADJUSTMENT: **11/10/2021**

- NOAA Fisheries staff have indicated that technical review is taking longer than anticipated.
- Adjusted schedule to reflect updated timing commitment.
- Successor task: Final EIS (final review draft)

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

- Finalizing updates to the Archaeological Testing Report and Survey Report based on comments from Oregon SHPO, Washington State DAHP, other agencies and tribes.
- Coordination on potential impacts to sites and resources.
- Preparing for consulting parties meeting 5 (to be held October 29th) including updating agreement language and summary from prior meeting.

CHALLENGES:

- Reaching consensus on mitigation for historic bridge impacts and in classification of impacts for certain resources.

SCHEDULE RISKS:

- **High risk:** Obtaining final reviews and addressing comments from agencies and tribes are high risk items as there is much interest by these agencies and the tribes to accurately document archaeological resources and avoid or minimize impacts from the project.



SCHEDULED COMPLETION DATE: **01/04/2022 (SEPTEMBER UPDATE)**

SCHEDULE ADJUSTMENT: **01/14/2022**

- Consulting parties meeting 5 required rescheduling due to issue with notice to parties and delayed completing by approximately 2 weeks.
- Successor task: Final EIS (final review draft)

3. PUBLISH FINAL EIS/RECORD OF DECISION

PROGRESS

- Submitted Admin Draft 1b to ODOT for review.
- FHWA and ODOT have indicated that mitigation agreements with impacted tribal governments will need to be in place prior to completion of FEIS/Record of Decision. Additional time will be necessary to negotiate and obtain approval from tribal and federal entities.

SCHEDULED COMPLETION DATE: **02/10/2022 (AUGUST UPDATE)**

SCHEDULE ADJUSTMENT: **08/15/2022**

- Direction from FHWA on tribal mitigation requires additional time to negotiate the agreements (noted above).
- Successor tasks: Close out EIS project.

4. ENGINEERING

PROGRESS

- Completed contract modification for preliminary cost estimate (PCE) and added subcontractor.
- Meetings with port for PCE update kick off effort, assumptions coordination for construction, and Port comments on draft scope document.
- Start developing basis of cost estimate, update bid items and quantities, develop bridge construction scope memorandum to document assumptions; start labor based cost update.

SCHEDULED COMPLETION DATE: **12/01/2021 (FOR PCE)**

- Successor tasks: None

PROJECTED WORK FOR NEXT 30 DAYS

The following key work tasks are projected to occur from October 15 through November 15.

TASK 5. ENVIRONMENTAL

- Address ODOT review comments of FEIS/ROD draft 1b.
- Continued coordination with FHWA and ODOT to complete Section 106 process and FEIS/ROD.
- Conduct Consulting parties meeting 5.
- Revise agreement for impacts for historic resources.

TASK 6. ENGINEERING

- Continue efforts on completion of PCE.
- Support as necessary for environmental process.

Commission Memo



Prepared by: Greg Hagbery
Date: October 19th, 2021
Re: Airport Ground Leasing

The Airport Advisory Committee has recently engaged in multiple discussions on the topic of demand for more hangar space and specifically, ground leases. Ground leases are common practice at General Aviation airports as a mechanism for Airport Sponsors to serve civil aviation needs by enabling non-FAA or grant-fundable improvements while limiting debt capital.

During Ground Lease discussions with the AAC, several pros and cons were considered:

Pros:

- Ability to create revenue with minimal capital requirement
- Solves a high demand for additional hangar space and ensures a mechanism to increase desired indoor aircraft space for the civil aviation community
- Ability to develop lease structures that can provide a greater capability to maintain management authority

Cons:

- Loss of absolute authority over airport real estate
- Possibility of preclusion from future use for undeveloped tracts
- Greater revenue is generated from leasing hangars than ground leases

AAC members noted that specific provisions could be included in ground leases to enhance the ability for an Airport Sponsor to maintain management authority over the life of the lease. Key subjects a ground lease should address and manage through Terms and Conditions embedded in the lease include:

- Restrictions on subleasing
- Maintenance requirements and upkeep
- Reversion clauses
- CPI increase to lease rate to ensure market rate
- Restrict nonaeronautical usage
- Limit to lease term

Port staff has performed some initial evaluations on the potential returns for Port-financed construction versus Ground Lease. The preliminary conclusion as illustrated in an Airport Work Session conducted in March of this year indicated that Port-financed construction of T or Box hangars did not provide a positive cash flow until year sixteen.

Commissioner Streich suggested that a further review of the pro-forma used in the analysis would be beneficial. Additionally, it was suggested that a lease rate analysis be performed and included with the updated financial analysis to evaluate if the projected rate of return for Port constructed T-hangars could be improved.

Staff will further develop a financial analysis that provides clearer guidance on the feasibility of Port financed construction of T-Hangars and Box Hangars while simultaneously developing a draft Ground Lease template that includes key terms and conditions that consider subjects related to enhancing management authority and present those findings to the Commission for further discussion once complete.

RECOMMENDATION: Discussion

Administration

- A reminder that Fall Planning meeting is now scheduled for November 2 but may need to be postponed until Nov. 16th. Staff will be working to fulfill the agenda reviewed by the Commission on Oct. 5.
- The Pacific Northwest Waterways Association (PNWA) Annual Meeting will take place in Vancouver, WA Oct. 19-21. Commissioner Fox and I will attend.
- The Annual MCEDD Economic Symposium event will take place November 5 via Zoom. During the meeting, MCEDD will release their draft update to the five-year Comprehensive Economic Development Strategy (CEDS) document. Genevieve has served on the steering committee for this effort throughout the year.
- We are considering holding the Fall Planning and governance training work session meetings in person, as it would seem to be much more effective and conducive to the group discussions. I would appreciate the Commission's thoughts and direction on this subject.
- The board/governance training session may need to be postponed for a special meeting or later in November, as not all Commissioners will be available on October 19. This is an important exercise and very relevant to the work the Commission is doing now. Again, the training will be held in Executive Session with Eileen Eakins, attorney and SDAO trainer.

Recreation/Marina

- The elevated E.Coli issues at the City sewer plant outlet have been resolved. We are working to ensure better communication when these sorts of emergencies occur in the future, especially that require a high degree of public notification.
- Construction plans for the two new Hook rigging areas are complete. We expect to solicit quotes in the next few weeks. The Port has received an extension from Travel Oregon such that the project does not need to be completed until next year.
- The Marina has had extra visits scheduled from the cruise ship companies due to access road paving underway in Cascade Locks that is blocking shuttle bus access. They are also having issues with the timing of stops in Stevenson because of the current weight load restrictions on the Bridge of the Gods.
- The owner of the Sandbar Café has expressed interest in selling her business and has a very interested buyer. Staff is working with both parties as the potential new owner would

like to make several changes. There has also been interest expressed in placing food carts on other locations on Port property. This topic will be added to Fall Planning if time allows.

- The Columbia Gorge Marathon is scheduled to take place on Sunday, October 24th at the Event Site. Estimated attendance is 1200 people. They will utilize the tent set-up from Harvest Fest. This is the last event scheduled for 2021.
- Staff will be shutting down all waterfront irrigation and Marina water over the next few weeks to avoid freezing damage.

Development/Property

- Business Oregon has reviewed and approved the Port's \$500,000 IOF grant request for the construction of E. Anchor Way on Lot #1. It now requires ODOT review and approval.

Airport

- Operation of the runway lights was successfully converted to Pilot Controlled Lighting (PCL) on Oct. 15. This is consistent with the navigation charts and has been a specific request of the AAC for the past two years.
- Staff continues to work through permit issues associated with the compensatory wetland required with the recent N. Ramp expansion project. A Management Plan is being prepared and will need to be approved by the Commission after approval by DSL. A "Year One Monitoring Report" is being prepared by Schott & Associates for submittal to DSL by Nov. 1st. Signs have been installed to delineate the perimeter of the wetland. See photo to right.



- The AAC will meet next on October 21.
- Attached is the September FBO report.

Bridge/Transportation

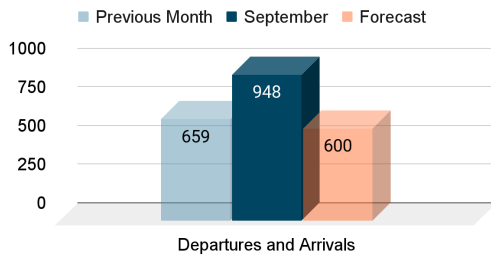
- Cascade Dive Co. has completed the underwater inspection of the bridge piers. We have received the diver notes and diagrams. An engineer's condition assessment and recommendations will be submitted in November.

- Charter Communications has submitted their work plan for repair of the cable crossing between the lift span towers. The operation will take place in November, involve a helicopter, and require full closure to traffic during flight operations. Staff will review the work plan and provide direction to Charter's contractor.
- Live load testing associated with the weight limit analysis is underway. Significant and prolonged traffic backups occurred on October 13th. John Mann has worked with BDI, the testing company, to develop a work window that is planned to occur on October 18th and will require two separate one-hour full closures to traffic. If successful, this approach will avoid another day of testing on the 20th. Staff is also working to ensure maximum public outreach about this change and that the fixed VMS signs on SR14 and I-84 are changed to alert drivers.
- HDR has completed their inspections of the pier caps and bearings. A Conditions Report will be prepared and submitted in November.

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Airport Activity: Jump in operations this month due to WAAAM Fly-In and overall favorable weather. Anticipate a decline in operations as fall weather approaches.

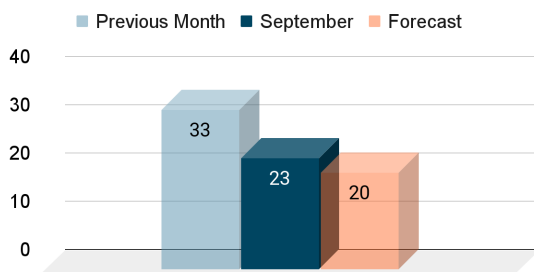
Aircraft Operations



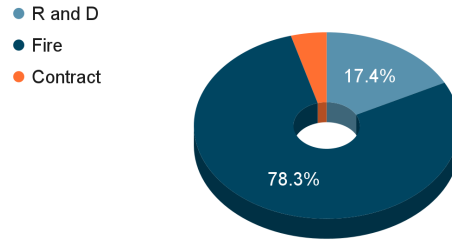
Night Flights:

A few days of rain has provided some relief to regional fires. This has resulted in a small decrease in demand for Fire Mapping Missions. This trend should continue as we are starting to move out of the fire season. No large night exercises or R&D efforts were scheduled in September.

Night Events

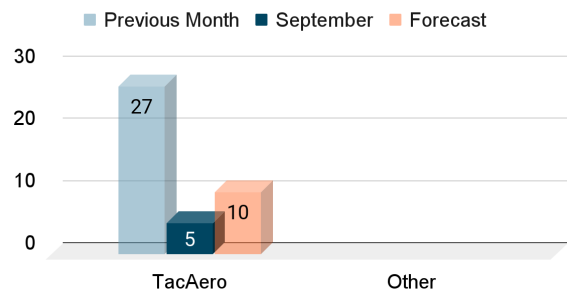


Night Flight Type

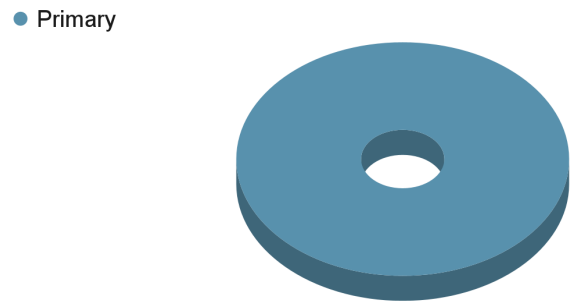


Flight Training: T5 Primary events conducted at 4S2 in September. Low number of events due to a decrease in demand as well as aircraft availability (100 hour inspection).

Flight Training Events

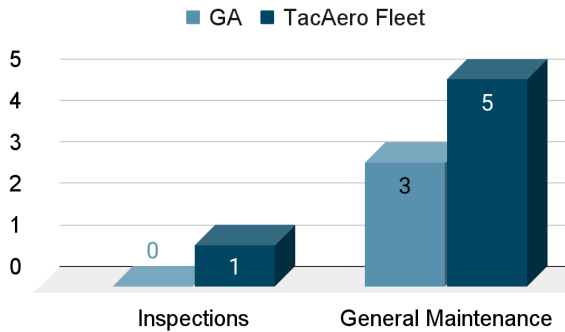


Training Type



Maintenance Activity:

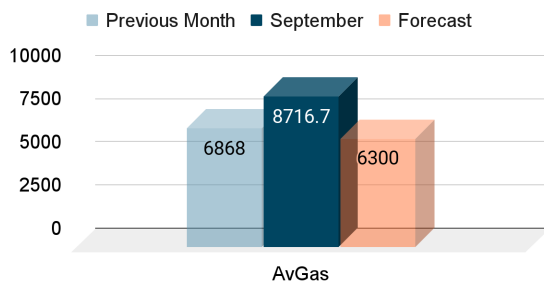
Maintenance Operations



Fuel Sales:

Good fuel sales during the month due to WAAAM Fly-In.

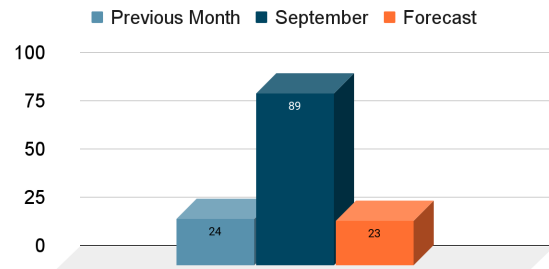
Fuel Sales (Gallons)



Fuel Flowage Fees:

A flowage fee schedule has not been proposed as of yet. This section will be dedicated to the communication of flowage fees when they are established. The following graphic contains fictitious data but is representative of the information that will be provided.

Flowage Fees



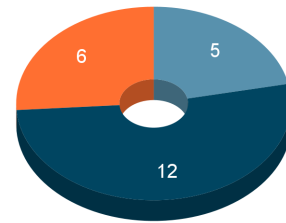
Tie Down Activity:

- 23 total spots.
- 87% utilization for August.
- \$165 collected*

*Tags left on non-paying aircraft (X5) to contact FBO.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs
- Transient



Noise Feedback:

No noise complaints taken by the FBO in September.

Pilot Feedback:

No specific pilot feedback given to the FBO in September.

Airport Surfaces:

	Condition	Notes.
Rwy 7/25		
Grass Strip		
N. Ramp		



S. Ramp		
S. Gravel		2 tie downs need til anchors
Taxiways		

Facilities:

	Condition	Notes.
N. Hangars		B11, B12, A12 Door damage
S. Hangars		
FBO		
MX Hangar		Insulations torn up in the West Bay
Ops Hangar		
Collins Hangar		

Lighting:

- No issues noted with airport lighting.

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