



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, August 16, 2022

Port Conference Room

1000 E. Port Marina Drive, Hood River

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit) *(Pages 3-12)*

2. Consent Agenda
 - a. Approve Minutes from the August 2, 2022 Regular Session *(Patty Rosas, Page 13)*
 - b. Approve Addendum No. 3 to Lease with GorgeNet in the Big 7 Building *(Greg Hagbery, Page 17)*
 - c. Approve Addendum No. 2 to Lease with Northwave in the Jensen Building *(Greg Hagbery, Page 21)*
 - d. Approve Addendum No. 1 to Lease with Turtle Island Foods in the Jensen Building *(Greg Hagbery, Page 25)*
 - e. Approve Addendum No. 2 to Lease with Aleta Wilson in the Marina Park #1 Building *(Greg Hagbery, Page 29)*
 - f. Approve Addendum No. 1 to Lease with Earth & Muscle in the Marina Park #1 Building *(Greg Hagbery, Page 33)*
 - g. Approve Small Construction contract with Gorge Enterprises to Paint the exterior of the DMV Building, not to exceed \$18,187.50 *(Greg Hagbery, Page 37)*
 - h. Approve Small Construction contract with Gorge Enterprises to replace roof of the DMV Building, not to exceed \$14,000 *(Greg Hagbery, Page 51)*
 - i. Approve Accounts Payable to Jaques Sharp in the Amount of \$10,750 *(Genevieve Scholl, Page 65)*

3. Informational Reports
 - a. Bridge Replacement Project Update *(Kevin Greenwood, Page 69)*

4. Presentations & Discussion Items
 - a. Marina Boathouse Remodel/Replacement Policy Discussion *(Daryl Stafford, Page 77)*

5. Interim Executive Director Report *(Genevieve Scholl, Page 143)*

6. Commissioner, Committee Reports
 - a. Bi-State Working Group (Fox, Chapman)
 - b. Marina Committee (Sheppard)
 - c. Urban Renewal Agency (Chapman, Gehring)
 - d. Other Committee Reports

7. Action Items – None.

8. Commission Call

9. Confirmation of Commission Directives to Staff

10. Executive Session – None.

11. Possible Action

12. Adjourn

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

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

From: [Daryl Stafford](#)
To: [Genevieve Scholl](#)
Subject: FW: Marina Update
Date: Friday, August 12, 2022 1:14:13 PM

Public Comment please

From: Adam VandenBos <AVandenBos@hooddriversheriff.com>
Sent: Friday, August 12, 2022 12:49 PM
To: Daryl Stafford <waterfront@portofhoodriver.com>
Subject: RE: Marina Update

Hi Daryl,

Now seems like a good time to get the HRSO boathouse in on the discussion. I do not have an answer for our disintegrating boathouse; though, I would like to start discussing it and coming up with ideas. I know you're probably not the right person to talk to about this, but if you could share it with the right person—I would greatly appreciate it.

Hood River County is unofficially responsible for the river miles between the Bonneville Dam and The Dalles Dam. I know our county only extends a couple miles east of the Hood River Bridge, but for those farther east counties (Wasco, Klickitat, and Skamania included to the west,) we are the go-to. The only other agency, besides HRSO, that has a boat in the water 24/7 is WDFW; however, their response time to the boat is much greater than HRSO. When there is a truly emergent call on the water, HRSO is the first call other agencies make. They know the boat is in the water and they know a responder is not far from the boat. Other agencies must first go to where their boat is stored and trailer their boat to the water before being able to respond, resulting in lost precious time. With the water-use groups only growing in size every year, I feel it is imperative that we keep this resource on the water.

We are truly thankful for the support from the PoHR, and we are only able to make this name for ourselves with the support of the Port. Without it, HRSO would likely not be able to afford mooring fees incurred by owning a boathouse. We would have to respond like the other agencies in the area, we would have to trailer the boat back and forth to the Hood River County Shops. Thus increasing our response time tremendously. That being said, the HRSO does not have funding for upkeep/new construction/the purchase of a new boathouse. The state our current boathouse is in, is somewhat embarrassing. The deck around the outside is hazardous to walk on, the sub-frame is beginning to rot, the floats need replaced, and the roof has leaks. This is of no fault of anyone, it is just older construction and time for replacement. I ask that the PoHR please consider working with the HRSO to jointly come up with a financial plan to repair/replace the HRSO boathouse. At this time, I do not know what that would look like financially. Whether that is 50/50 on a new build, or if the Port pays for the new build/repairs and we forego the financial contracts we have together for a few years to make up the difference. I am concerned about the overall water safety mission, keeping our boat on the water and protected, and I am open to suggestions. Thank you for your time and consideration.

Very Respectfully,

Adam VandenBos
Deputy Sheriff
Marine Division

Hood River County
309 State Street
Hood River, OR. 97031
Non-Emergency (541)386-2711

Ben and Daryl,

After an extensive dig through my files, I found the following documents to fill in some blanks, details and possible misconceptions. This is an executive summary but I can forward all the docs if you need them:

12/4/09 Port Memo describes the financing of "C" Dock South: "Marina-wide rates increased by \$4.25 per month, starting in 2010, plus tenants on the South "C" Dock expansion paid an additional surcharge of \$4.00 per month". Other than the above rate increases, I don't think there were any special assessments for "C" Dock project.

11/25/13 Port Letter (2014 Moorage Lease Rates & Rental Agreements):

- 1) Original marina-wide annual assessment for electrical project was \$405 started in 2013 and increased to \$442.55 upon completion in 2014, due to cost overruns.
- 2) Boathouses were charged an additional \$270 annual assessment for permitting and engineering Boathouse Dock replacement project, starting in 2013.
- 3) The Boathouse dock annual special assessment started in 2014 @\$975.77
This letter states that all above assessments were set up to run for 9 years.
- 4) Boathouse tenants were also charged an additional 1-time special assessment later in 2014 to cover the costs of moving, anchoring and re-attaching the boathouses.
- 5) Each Boathouse owner also paid from \$1500 - \$2000+ directly to electricians for private electrical work to upgrade internal wiring and re-connection to new dock power in 2014.
This letter also called for boathouse owners to sign a new 5-year rolling lease - see additional BOATHOUSE LEASE comments below.

11/25/15 Port Letter 2016 Moorage Lease Rates:

"The 2015 assessment for the Marina Electrical and Boathouse Dock Replacement projects has been reconciled with actual construction costs. The result is that the 2016 Special Assessments that correspond to these projects will remain the same as 2015 (Slip tenants: \$442.55; Boathouses: \$1650.77)
The bond covenant to repay the Marina Electrical project debt will run until **2022** and the Boathouse Dock Replacement debt will be assessed for 8 more years until **2023**.
Please note that boathouse owners are paying the same marina-wide electrical assessment as part of the \$1650.77, so it appears, the Boathouse assessment should also drop by \$442.55 after 2022.

11/27/19 Port Notification of 2020 Hood River Marina Moorage Lease Rates:

First mention I could find that Electrical assessment period went from 2022 to 2023: "Special Assessments - continue through 2023, \$443 for Marina Tenants and \$1651 for Boathouses"
Was there a formal amendment to add one more year to the special assessment period for electrical? If so, I'm pretty sure the Marina Committee was not told about it.

11/20/20 Port Letter 2021 Moorage Lease Rates:

This is the first mention that I could find regarding electrical assessments extending to 2028: "Special Assessments- continue through 2028, \$443 for Marina Tenants and through 2023, \$1651 for Boathouse tenants."
The fact that the statement says the assessments "continue", I'm wondering if 2028 might have just been a typo for 2023? Based on language in the 2014 Boathouse Lease (I don't have a slip lease to refer to), the Port would have been required to show cause and amend the Lease agreement in order add five years to the marina-wide electrical assessment - and I'm certain we never heard about adding 5 years to these assessments or saw an amendment to our leases - it would have definitely been an agenda item for the Marina Committee.

BOATHOUSE LEASE agreement Effective Date: 1/1/14 (Page 3):

- a) "2013 Special Assessment of \$675 payable annually by January 31 (Port subsequently changed lease and Special Assessment billing due date to March 1) during each year of the lease term, **but not after 2023** (for marina-wide electrical upgrade, Boathouse dock replacement, and Boathouse dock engineering and permit fees)"
- b) "2014 Special Assessment of \$975.77 payable annually... **but not after 2024**".
There may have been some confusion from this terminology - meaning that the assessments' final years would have been 2022 and 2023, respectively and would not continue after January 1, 2023 and 2024.

"Any other special assessments or adjustments to the above approved by the Port of Hood River Commission through a lease amendment"

RATE ADJUSTMENT: "The Rental Rate may be adjusted annually based on the percentage change in the CPI for the most recent 12-month period as taken from the Portland Metro Area index at the sole discretion of the Port. In no case shall this adjustment exceed the rate adjustment applied to Port Marina boat slips. The 2013 and 2014 Special Assessments shall not be subject to a rate adjustment."

The Port exceeded its limitations on rate increases, first by going to 6% a couple years ago and now even higher.

Throughout 2012-2013, Boathouse owners worked closely in good faith with Port Commission, Port Manager, Marina Manager and Marina Committee to establish the 5-year rolling lease as a fair way to protect the interests of the Port and its loyal and captive Boathouse owners. A great deal of time, energy and expense went into the crafting of this Agreement to assure it would withstand the test of time. Boathouse owners agreed to pay for the new boathouse dock and all its related costs, as well as the more stringent terms in the new LEASE and Marina Rules regarding MAINTENANCE STANDARDS, INSPECTIONS, ALTERATIONS, SAFETY VIOLATIONS, and COMPLIANCE. The Port has all the tools it needs to terminate the tenancy of problem boathouse owners. However, the rolling lease agreement was intended to reassure permanency for boathouses and encourage owners to maintain and improve their properties. In fact, the BOATHOUSE LEASE AGREEMENT specifically states that the Port can only terminate the Agreement when it finds Tenant has breached this Agreement, and/or failed to properly maintain Tenant's boathouse.

Rather than making any changes to the BOATHOUSE LEASE AGREEMENT, if the Port has any issues with maintenance or other regulations, we should address those by updating "Moorage Rules", as they pertain to Boathouses. Port and Boathouse owners perviously agreed to meeting clean marina standards.

Both parties also agreed to avoid delving into the can of worms by creating building codes and over-engineering requirements. Boathouse owners are required to present improvement plans and "obtain written approval of Port to modify (or replace) a Boathouse 30 days prior to initiating work". This puts the burden on the owner to take responsibility for meeting "industry standards", rather than getting the Port (or City) involved in projects that State laws do not require. Tenant may not increase the size of a boathouse with express approval of the the Port Commission.

Thanks for helping keep things straight at the Port!
Steve

From Boathouse Lease Agreement

of the lease year; or Tenant may choose to pay half of the moorage lease rate by January 31 with the balance paid in full by April 30 of the lease year. The two-payment method will incur a carry-over fee of \$15 payable by January 31 of the lease year.

ADDITIONAL RENT: Tenant shall also pay the Port:

- a) 2013 Special Assessment of \$675 payable annually by January 31 during each year of the lease term, but not after 2023 (for marina-wide electrical upgrade, Boathouse dock replacement, and Boathouse dock engineering and permit fees).
- b) 2014 Special Assessment of \$975.77 payable annually by January 31 during each year of the lease term, but not after 2024.
- c) Any other special assessments or adjustments of the above approved by the Port of Hood River Commission, through a lease amendment.

RATE ADJUSTMENT: The Rental Rate may be adjusted annually based on the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period as taken from the Portland Metro Area index at the sole discretion of the Port. In no case shall this adjustment exceed the rate adjustment applied to Port Marina boat slips. The 2013 and 2014 Special Assessments shall not be subject to a rate adjustment.

TERM: The Term begins on the Effective Date. The term shall be at least five years, as described below.

ROLLING RENEWAL: If this Agreement is in effect on December 31 any year, then on January 1 of the following year it shall renew for a new five-year term. However, such automatic five-year renewal shall not occur if by November 1 the Port or Tenant provides to the other written notice that this Agreement will not be renewed for another five-year term. In such case, the tenancy ends when the current five-year term ends, i.e. on December 31 four years later. The Port in its sole discretion may choose to not extend this Agreement when it finds Tenant has breached this Agreement, and/or failed to properly maintain Tenant's boathouse.

PERMITTED USE: The Leased Area shall be used for the moorage of a Boathouse and for no other purpose without the express consent of the Port. Tenant, her/his agents, assigns, heirs and successors are absolutely prohibited from using the boathouse moored by authority of this lease as a dwelling unit or residence as defined under the Residential Landlord and Tenant Act as set forth in ORS 90.100 to 90.840.

LEASE TRANSFERS: Provided that all fees owed to the Port are paid, this Agreement is transferrable with the sale of the Boathouse, subject to the following conditions: 1) Transferee must present proof of title

PROPOSED BOATHOUSE LEASE TERMS 7/16/13

Submitted by Steve Tessmer, Marina Ad-Hoc Committee

Definition of BOATHOUSE:

WHILE OTHER DEFINITIONS EXIST, THE TERM 'BOATHOUSE' IS COMMONLY USED TO REFER TO A NON-RESIDENTIAL FLOATING STRUCTURE THAT IS PREDOMINANTLY USED FOR STORING A BOAT AND MARINE EQUIPMENT.

IF IT WERE NOT FOR THE LIMITATION OF RESIDENTIAL AND OVERNIGHT USES WITHIN THE HOOD RIVER MARINA, EXISTING BOATHOUSES COULD BE CONSIDERED 'COMBINATION BOATHOUSES', OR "COMBOS". COMBOS GENERALLY ALLOW RESIDENTIAL USE AND INCLUDE HABITABLE SPACES, SUCH AS KITCHEN, DINING/LIVING AREA, DECKS AND A SEPARATE BATHROOM. HOWEVER, DUE TO PORT'S NON-RESIDENTIAL POLICY, INABILITY TO PROVIDE SANITARY SEWER AND LIMITATION ON OVERNIGHT STAYS, THE FOLLOWING DEFINITION IS PROPOSED FOR USE IN NEW BOATHOUSE LEASE:

BOATHOUSE: A NON-RESIDENTIAL FLOATING STRUCTURE USED PREDOMINANTLY FOR STORING A BOAT AND MARINE EQUIPMENT. BOATHOUSES MAY INCLUDE HABITABLE SPACES, SO LONG AS THOSE COMBINED SPACES ARE SUBORDINATE TO THE PRIMARY USE AND COMPLY WITH ORS STANDARDS FOR PLUMBING*.

* BATHROOMS ARE LIMITED TO PORTA-POTTIES AND OWNER ACCEPTS RESPONSIBILITY TO DISPOSE OF SEWAGE THROUGH AN APPROVED ON-SHORE SANITARY SEWER SYSTEM.

* GREY WATER FROM SINKS ARE OK FOR BOATS BUT BOATHOUSES MAY NEED TO CAPTURE GREY WATER AND THEN DISPOSE OF IT IN COMPLIANCE WITH ORS STANDARDS (WHICH, IRONICALLY, COULD INCLUDE RUNNING IT THROUGH YOUR BOAT'S SINK). WE HOPE TO GET CLARIFICATION ON THIS SOON.

IN THE MEAN TIME, IT WOULD BE PRUDENT AND DEMONSTRATE GOOD STEWARDSHIP TO USE BIO-DEGRADABLE SOAPS IN THE MARINA.

Fairness—what's equitable between slips and boathouses

- HISTORICALLY, (SINCE 196?) BOATHOUSES HAVE CONSISTENTLY PAID THEIR FAIR SHARE AND THUS COVERED THE COST OF THE EXISTING BOATHOUSE DOCK – MANY TIMES OVER.
- SEVERAL BOATHOUSE RATE INCREASES HAVE ALWAYS HELPED COVER EXPANSIONS AND IMPROVEMENTS IN OTHER PORTIONS OF THE MARINA.
- BOATHOUSE OWNERS HAVE BEEN, AND WILL CONTINUE TO BE, LOYAL TENANTS, EVEN WHEN ECONOMIC CONDITIONS CREATE BOAT SLIP VACANCIES.
- RECOMMENDATION TO REPLACE THE EXISTING BOATHOUSE DOCK DID NOT COME FROM BOATHOUSE OWNERS. PORT'S CONSULTANT HAS CONVINCED PORT STAFF AND COMMITTEE THAT REPLACEMENT APPEARS TO BE A BETTER ALTERNATIVE THAN REPAIR.
- EXISTING BOATHOUSE DOCK FLOATS HAVE SALVAGE VALUE, HERE OR ELSEWHERE.
- PRELIMINARY COSTS FOR REPLACEMENT OF BOATHOUSE DOCK ARE ESTIMATED TO BE 50% - 70% LESS THAN REPLACING BOATHOUSE DOCK WITH ANOTHER "C - TYPE" DOCK (WITH BOAT SLIP FINGERS).
- BOATHOUSE RATES APPEAR TO BE LOWER (PER SQUARE FOOT) DUE TO THE COST FACTOR. BUT GENERATE A HIGHER RETURN ON PORT'S INVESTMENT THAN BOAT SLIPS WOULD, WITHIN THE LIMITED AVAILABLE SPACE.
- BOATHOUSE LEASE RATES INCREASED APPROXIMATELY 70% THIS YEAR - TO COVER DESIGN AND ENGINEERING COSTS, AS WELL AS ELECTRICAL UPGRADES (IN OTHER PARTS OF MARINA). BOATHOUSE RATES PROJECTED TO INCREASE SIGNIFICANTLY MORE IF/WHEN DOCK REPLACEMENT OCCURS.
- BOATHOUSES DO NOT HAVE A RELOCATION OPTION. THIS NECESSITATES DIFFERENT TERMS THAN OTHER BOATS. ELIMINATING BOATHOUSES WOULD NOT BE FAIR TO LOYAL TENANTS, ESSENTIALLY CONVERTING THEIR CHERISHED VESSELS INTO COSTLY LIABILITIES...JUST AS IT WOULD NOT BE FAIR TO REQUIRE BOAT OWNERS TO PAY FOR THE DESTRUCTION AND REMOVAL OF THEIR BOATS, IN THE EVENT THAT THE PORT CHOSE NOT TO RENEW A SLIP LEASE.

Appearance—how best to encourage owners to improve the condition of their structures.

- BOATHOUSE OWNERS WOULD LIKE TO ENHANCE THEIR FLOATING PROPERTIES BUT HAVE BEEN RELUCTANT TO DO SO, FOR FEAR OF PORT DECISION TO DESTROY THEM.
- PROPOSED PLAN WOULD JUSTIFY INVESTMENT, ENHANCE THE MARINA AND INSURE BOATHOUSES ARE MAINTAINED TO HIGHER STANDARDS.

Uses— The function of the boathouses and how they are being used.

- BOATHOUSES PROVIDE BEST PROTECTION FOR WELL-MAINTAINED BOATS.
- ALLOWS BOATERS AND GUESTS TO ENJOY THE MARINA FACILITIES, EVEN DURING INCLIMATE WEATHER.
- NEW TERMS WILL ENCOURAGE RESPONSIBLE BOATHOUSE OWNERS TO BECOME MORE INVESTED AND PROVIDE ADDITIONAL MARINA MONITORING AND SECURITY FOR PORT, AS LANDLORD.
- "COMBO" BOATHOUSE CONFIGURATION ALLOWS OWNERS TO FREQUENTLY SHARE THE MARINA EXPERIENCE WITH FRIENDS. THERE HAVE BEEN VIRTUALLY NO BEHAVIOR COMPLAINTS.
- ANY LACK OF MAINTENANCE OR SAFETY CONCERNS – PRIMARILY DUE TO CURRENT LEASE TERMS – RISK OF LOSING IT ALL EACH YEAR. PORT HAS NEVER PROVIDED MAINTENANCE OR CONNECTION REQUIREMENTS OR GUIDELINES. AD HOC COMMITTEE AND STAFF WILL DRAFT GUIDELINES FOR PORT APPROVAL AND INTEGRATION INTO NEW BOATHOUSE LEASES.

Long-term Plan— how to anticipate the long-term uses in the Marina

- PROPOSED TERMS ENCOURAGE LONG-TERM PLANNING THAT ACCEPTS THE REALITIES OF IN-WATER PERMIT APPROVAL PROCESSES. SEVERAL BOATHOUSE OWNERS HAVE SERVED ON VARIOUS PORT COMMITTEES AND SUPPORTED PORT'S EFFORTS TO IMPROVE AND EXPAND THE MARINA FACILITIES.
- PROPOSED BOATHOUSE TERMS DO NOT PRECLUDE THE PORT FROM FUTURE CONVERSION TO BOAT SLIPS. NEW TERMS SIMPLY PROVIDE LOYAL TENANTS WITH A REASONABLE TIMELINE AND FAIR INCENTIVES TO BE BETTER TENANTS.

- PROPOSED BOATHOUSE TERMS WILL NOT PRECLUDE FUTURE RECONFIGURATION. WHILE UNLIKELY IN TODAY'S REGULATORY ENVIRONMENT, IF LONG-TERM MARINA EXPANSION PLANS IDENTIFY A BETTER LOCATION FOR A BOATHOUSE DOCK, OWNERS WOULD PREFER TO COOPERATE WITH A MOVE, RATHER THAN BE FORCED TO DISPOSE OF THEIR CHERISHED ASSETS.

Equity—reasonable return on private investment

- PROPOSED TERMS CREATE AN EQUITABLE LEASE THAT ENCOURAGES PRIVATE INVESTMENT AND INCREASES SECURITY AND BENEFITS FOR BOTH THE PORT AND BOATHOUSE OWNERS.
- EQUITABLE TERMS ADDRESS LACK OF BOATHOUSE OPTIONS: IT WOULD NOT BE EQUITABLE TO REQUIRE BOAT OWNERS TO PAY FOR THE DESTRUCTION AND REMOVAL OF THEIR BOATS IN THE EVENT THAT THE PORT CHOSE NOT TO RENEW A SLIP LEASE.
- IMPROVED AESTHETICS AND SAFETY BENEFIT ALL CONCERNED.
- BOATHOUSE OWNERS HAVE, AND WILL CONTINUE TO PAY THEIR FAIR SHARE OF MARINA IMPROVEMENTS.

Indirect Benefits

- BOATHOUSE OWNERS PROVIDE ALL-SEASON MARINA MONITORING.
- AS IN SEVERAL NORTHWEST MARINAS, BOATHOUSES PROVIDE AN INTERESTING COMPONENT THAT MANY FIND ATTRACTIVE AND CHARMING.
- RESPONSIBLE AND HOSPITABLE BOATHOUSE OWNERS OFTEN PROVIDE A MARINA EXPERIENCE TO NON-BOATERS WHO MAY NOT OTHERWISE HAVE THE OPPORTUNITY TO ENJOY HOOD RIVER MARINA.
- LIKE THE MANY DIFFERENT COLORED SAILS AND WIDE VARIETY OF BOATS THAT PLY THE WATER, EVERYONE HAS DIFFERENT TASTES AND ATTRACTIONS. DISCOVERING A BOATHOUSE MAY BE A MAJOR DETERMINING FACTOR TO CONVINCE A BUSINESS OWNER TO RELOCATE TO HOOD RIVER – (AS WE DID IN 1989).
- SECURE INVESTMENT FOR PORT: WITH REASONABLE SECURITY FOR THEIR FUTURE, BOATHOUSES WILL PROVIDE EXCELLENT SECURITY FOR PORT'S INVESTMENT IN REPLACEMENT DOCK. WHEREAS, REPLACING BOATHOUSE DOCK WITH SLIPS WOULD SUBSTANTIALLY INCREASE PORT'S REPLACEMENT COST AND LEAVE THE PORT MORE VULNERABLE TO FUTURE REVENUE SHORTFALLS FROM VACANCIES DURING A DOWNTURN.

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

5:00 p.m.
Regular Session

PRESENT: Commissioners: Ben Sheppard, Kristi Chapman (excused at 6:18 p.m.), Mike Fox, Hoby Streich. Legal Counsel: Anna Cavaleri. From Staff: Genevieve Scholl, Kevin Greenwood, Greg Hagbery, Daryl Stafford, Michael Shannon, and Patty Rosas. Guests: David Culpepper, and Chris Robuck

ABSENT: Heather Gehring, Jerry Jaques, John Mann

MEDIA: None

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

a. Modifications or additions to the agenda:

- 1) Correction to the statute citation on the agenda for Executive Session – Strike “ORS 192.335 (2)(e) real estate negotiations” and replace with “ORS 192.660(2)(e) real estate negotiations”

b. Public Comment:

- 1) David Culpepper, Hood River resident, commented that there is no enforcement for dog regulations on Port property and noted what he felt was serious safety hazards of unleashed dogs near children and other dogs on Port properties. Culpepper expressed his concern over safety and cleanliness at the parks and beaches and requested that there be stronger enforcement or fines to regulate the dog ordinances. Culpepper also suggested that there be designated beaches or parks where dogs are not allowed.

2. CONSENT AGENDA:

- a. Approve Minutes from July 12 Regular Session and July 26 Special Session.

Motion: Approve consent agenda.

Move: Kristi Chapman

Second: Mike Fox

Discussion: None

Vote: Unanimous

MOTION CARRIED

3. INFORMATIONAL REPORTS: None

4. PRESENTATION & DISCUSSION ITEMS: None

5. EXECUTIVE DIRECTOR REPORT: Genevieve Scholl, Interim Executive Director, reported that Port staff has been challenged with unsafe parking at the Hook. Staff has been working with the Hood River Police Department and the Hood River Fire Department for recommendations to make sure emergency vehicles have access to the Hook. Signage for “No Parking” is being posted this week at the Hook. Commission consensus was to wait for all the signs to go up and reevaluate if further action is needed.

6. COMMISSIONER, COMMITTEE REPORTS:

- a. **Airport Advisory Committee (AAC)** – Greg Hagbery, Development and Property Manager, reported that there was a lot of discussion on how to address the airport deficit and how to seek

additional revenue. Some suggestions were the reduction of services, ground leases, flowage fees, and Through the Fence Agreements.

- b. **Bi-State Working Group (BSWG)** – Commissioner Fox turned to Michael Shannon of HNTB, for a brief update. Shannon reported that they are focused on getting their sub-contractor agreements in order. Next, they will put together their major plans such as the program management plan and communications plan. They will also need to brief with the existing consultants and engage with the project funding. Shannon noted that on behalf of the INFRA Grant there were additional questions regarding the replacement bridge project. Shannon commented that this was a good sign as it meant that they were reviewing the project. Commissioner Fox noted that there is a meeting on August 24 between the BSWG and the three lobbyists from Oregon, Washington and Federal to strategize on how to obtain more funding for the project.
- c. **Marina Committee** – Commissioner Sheppard noted that there will be a boathouse discussion soon.
- d. **Urban Renewal Agency** – None.

7. ACTION ITEMS:

- a. **Approve Amendment No. 1 Contract with Elaine Howard Consulting for Waterfront Urban Renewal District Financial Analysis Phase II Not to Exceed \$15,680.**

Motion: Approve Amendment No.1 to Contract with Elaine Howard Consulting, LLC for consulting services not to exceed \$15,680 plus reasonable reimbursable expenses.
Move: Hoby Streich
Second: Mike Fox
Discussion: None
Vote: Unanimous

MOTION CARRIED

- b. **Authorize Grant Application to U.S. Department of Transportation Bridge Improvement Program in the Amount of \$100 million for the Bridge Replacement Project.** Kevin Greenwood, Project Director, commented that as a side note Safe Streets and Roads for All (SS4A) grant requires an action plan which is a planning document demonstrating the need for an increase in safety. This plan could be used for other grant applications as well.

Motion: Authorize Application to the U.S. DOT Bridge Investment Program Grant in the amount of \$100 million for the replacement of the Hood River-White Salmon Interstate Bridge.
Move: Mike Fox
Second: Kristi Chapman
Discussion: None
Vote: Unanimous

MOTION CARRIED

8. COMMISSION CALL:

- a. Commissioner Streich commended Port staff for their work on the HNTB lease and noted that it was creative and favorable to both parties.

- 9. **CONFIRMATION OF COMMISSION DIRECTIVES TO STAFF:** None

- 10. **EXECUTIVE SESSION:** President Ben Sheppard recessed Regular Session at 5:45 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) real estate negotiations, ORS 192.335(9)(a) to consider the employment of an officer, employee, or staff member.

- 11. **POSSIBLE ACTION:** None

- 12. **ADJOURN:**
 - Motion:** Adjourn the meeting
 - Vote:** Unanimous
 - MOTION CARRIED**

The meeting adjourned at 6:31 p.m.

Respectfully submitted,

Patty Rosas

ATTEST:

Mike Fox, Secretary

Ben Sheppard, President (In absence of Secretary)

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Commission Memo



Prepared by: Greg Hagbery
Date: August 16, 2022
Re: Gorge Networks Inc - Lease Addendum No. 3

Gorge Networks Inc., an internet service provider, has leased Suite 401b in the Big 7 Building since 2019. They have informed the Port of their desire to extend their lease for another year. This is the third of four (1) year renewal options included in their 2019 lease agreement.

RECOMMENDATION: Approve Addendum Number 3 to the Lease with Gorge Networks Inc. at the Big 7 Building.

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ADDENDUM No. 3 TO LEASE

Whereas, on October 1, 2019, the Port of Hood River, an Oregon municipal corporation, as “Lessor”, and Gorge Networks Inc., an Oregon corporation, as “Lessee”, entered into a lease (“Lease”) of the premises known as Space 401b in the Big 7 Building located at 616 Industrial Street, in Hood River, Oregon (the “Leased Premises”) for a term expiring on August 30, 2020; and

Whereas, the Lease included four (4) renewal options in which Lessee could extend the term of the Lease for an additional one (1) year per renewal option; and,

Whereas, pursuant to Section 2 of the Lease, Lessee exercised its second of four (4) renewal options and the Lease was extended for an additional one (1) year term, which will expire on August 30, 2022; and

Whereas, pursuant to section 2 of the Lease, Lessee has provided Lessor with written notice of intent to exercise its third of four (4) renewal options; and

Therefore, Lessor and Lessee agree as follows:

1. Pursuant to section 2 of the Lease, the Lease term shall be renewed for an additional one (1) year term and the Lease shall remain in effect through August 30, 2023.

Except as modified by Addendum No. 3 to Lease, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2022.

By: _____
Genevieve Scholl, Port of Hood River, Interim Executive Director

By: _____
Dave Keleher, Gorge Networks, Operations Manager

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Commission Memo



Prepared by: Greg Hagbery
Date: August 16, 2022
Re: Northwave Inc - Lease Addendum No. 2

Northwave Inc. has leased space in the Jensen Building since 2012. They manufacture and sell windsurf sails and associated gear. Northwave has informed the Port of their desire to extend their lease for an additional 1-year term. This is the second of two (1) year renewal options included in Section 2 of their 2019 lease agreement.

RECOMMENDATION: Approve Addendum Number 2 to the Lease with Northwave Inc. for Suite 120 in the Jensen Building.

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ADDENDUM NO. 2 TO LEASE

Whereas, the Port of Hood River ("Lessor") and Northwave, Incorporated ("Lessee") entered into a lease of Suite 120 and Store Room Space 8 in the Jensen Building ("Building") located at 400 Portway Ave., in Hood River, Oregon ("Leased Premises"), effective October 1, 2019 ("Lease"); and,

Whereas, the Lease expires effective September 30, 2022;

Whereas, pursuant to section 2 of the Lease, Lessee has provided Lessor notice of Lessee's intent to exercise its second option to renew the Lease for an additional one (1) year term, extending the expiration of the Lease to September 30, 2023; and

Therefore, Lessor and Lessee agree as follows:

1. Pursuant to section 2 of the Lease, the Lease term shall be renewed for an additional one (1) year term and the Lease shall remain in effect through September 30, 2023;

Except as modified by Addendum No.2, to Lease, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2022.

By: _____
Genevieve Scholl, Port of Hood River, Interim Executive Director

By: _____
Tim Ferrick, Northwave Inc., President

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Commission Memo



Prepared by: Greg Hagbery
Date: August 16, 2022
Re: Addendum No. 1 to Lease Agreement -
Turtle Island Foods

Turtle Island Foods (Tofurky) has leased space from the Port in various facilities since 2006. They currently lease 30K +/- square feet in the Jensen Building. Turtle Island Foods has contacted Port staff to request an extension of their current lease until 2025 with an inclusion of an additional five-year option to extend their lease until 2030.

During discussions with Turtle Island Foods, it was emphasized that they desire to remain on the waterfront for the foreseeable future. They expressed the desire for consideration as possible future tenants or perhaps development partners for any long-range plans for any facility redevelopment at the waterfront, to include any possible plans for the Maritime lot. Therefore, Turtle Island has also requested that an option to terminate the lease agreement in the Jensen Building in favor of a new agreement in a future facility be provided in this Addendum number 1 to their existing lease.

RECOMMENDATION: Approve Addendum NO. 1 to Lease with Turtle Island Foods in the Jensen Building.

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ADDENDUM NO.1 TO LEASE

Whereas, the Port of Hood River (“Lessor” or “Port”) and Turtle Island Foods Inc, (“Lessee”) entered into a lease of Suite 103 in the Luhr Jensen Building (“Building”) located at 400 Portway Ave, Hood River, Oregon (“Leased Premises”), effective October 1, 2019 (“Lease”); and,

Whereas, Lessee has requested that the Lease term be extended through August 31, 2025, and that the Lease includes an option to allow Lessee to extend the Lease term through August 31, 2030; and,

Whereas, Lessee has requested the right to terminate the Lease term if there is a future arrangement between Lessee and the Port which allows Lessee to occupy a building or develop property located at or near the Port’s the Maritime Building location,

Therefore, Lessor and Lessee agree the Lease is amended as follows:

1. The Lease term is extended, and the Lease shall remain in effect through August 31, 2025.
2. If not in default under the Lease and if Lessee pays Lessor all the Rent Lessee owes or may be responsible to pay under the Lease, Lessee has the option to extend the Lease term once for five years commencing upon the expiration of the Lease term through August 31, 2030, provided Lessee gives Lessor written notice of Lessee’s intent to extend the Lease no later than ninety (90) days prior to the expiration of the expiring term.
3. If Lessee and the Port enter into an agreement in the future that allows Lessee to occupy redeveloped space at the Port’s Maritime Building or to occupy Port property at or near the Maritime Building location, Lessee shall have the option to terminate this Lease after providing Lessor with (ninety) 90 days prior written notice of Lessee’s intent to terminate this Lease.

Except as modified by this Addendum No. 1 to Lease, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____, 2022.

By: _____
Genevieve Scholl, Port Executive Director

By: _____
Andy Kunkler, Turtle Island Foods Inc., Chief Operating Officer / Chief Financial Officer

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Commission Memo



Prepared by: Greg Hagbery
Date: August 16, 2022
Re: Lease Addendum No.2 – Aleta Wilson, LMT

Aleta Wilson, LMT has leased Suite 101 in the Marina Park #1 Building since 2017. The terms of the 2017 Lease Agreement provide an option to extend the lease term for one additional year. Aleta Wilson has contacted the Port to express the desire to use her option to extend.

RECOMMENDATION: Approve Addendum No. 2 to Lease with Aleta Wilson in the Marina Park #1 Building.

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ADDENDUM NO. 2 TO LEASE

Whereas, the Port of Hood River (“Lessor” or “Port”) and Aleta Wilson, (“Lessee”) entered into a lease of Suite 101 in the Marina Park #1 Building (“Building”) located at 700 E. Port Marina Drive, Hood River, Oregon (“Leased Premises”), effective September 1, 2017 (“Lease”); and,

Whereas, Addendum No.1 provided temporary rent relief to the total of \$833.96 for assistance with financial recovery due to COVID related business shutdown; and,

Whereas, Pursuant to Section 2 of the Lease Agreement, Lessee has requested a one (1) year extension of the Lease; and,

Therefore, Lessor and Lessee agree the Lease is amended as follows:

1. The Lease term is extended, and the Lease shall remain in effect through August 31, 2023.

Except as modified by this Addendum No. 2 to Lease, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____, 2022.

By: _____
Genevieve Scholl, Port Executive Director

By: _____
Aleta Wilson, Owner

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Commission Memo



Prepared by: Greg Hagbery
Date: August 16, 2022
Re: Lease Addendum No. 1 - Earth and Muscle

Earth and Muscle has leased Suite 102 in the Marina Park Building #1 since 2021. The terms of the 2021 Lease Agreement provide an option to extend the lease term for an additional year. Earth and Muscle has contacted the Port to express the desire to use the option to extend the term until September 8, 2023.

RECOMMENDATION: Approve Addendum No.2 to Lease with Earth and Muscle LLC at the Marina Park #1 Building.

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ADDENDUM NO. 2 TO LEASE

Whereas, the Port of Hood River (“Lessor” or “Port”) and Earth and Muscle, (“Lessee”) entered into a Lease of Suite 102 in the Marina Park #1 Building (“Building”) located at 700 E. Port Marina Drive, Hood River, Oregon (“Leased Premises”), effective September 9, 2021 (“Lease”); and,

Whereas, Pursuant to Section 2 of the Lease Agreement, Lessee has requested a one (1) year extension of the Lease; and,

Therefore, Lessor and Lessee agree the Lease is amended as follows:

1. The Lease term is extended, and the Lease shall remain in effect through September 8, 2023.

Except as modified by this Addendum No. 1 to Lease, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____, 2022.

By: _____
Genevieve Scholl, Port Interim Executive Director

By: _____
Jonathan Fessler, Owner

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Commission Memo



Prepared by: Greg Hagbery
Date: August 16, 2022
Re: Marina Park #2 Building Paint Exterior

The Port's FY 2022-23 budget allocated \$25,000 in funding to paint the exterior of the Marina Park #2 Building. The most competitive quote received is from Gorge Enterprises LLC for a total cost of \$18,187.50.

RECOMMENDATION: Approve Small Construction Public Works Contract with Gorge Enterprises to paint the exterior of the Marina Park #2 Building (DMV), not to exceed \$18,187.50

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
between
PORT OF HOOD RIVER, OREGON
and
GORGE ENTERPRISES LLC

**THIS CONTRACT SHALL BE BINDING ON THE PORT
ONLY IF IT IS SIGNED BY THE AUTHORIZED DESIGNEE**

This Small Construction Contract (“Contract”) is made by and between Port of Hood River, Oregon (“Port”) and Gorge Enterprises LLC, (“Contractor”). The parties agree as follows:

Project Title:

Paint Exterior of Marina Park #2 Building

CONTRACTOR DATA

Contractor must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

Full Business Name:

Gorge Enterprises LLC

Contact Person:

Jeremy Middel

Address:

2149 Cascade Suite 106A-79
Hood River, Oregon 97031

Business Telephone:

(970) 368-0194

Email:

Contact@gorgeenterprises.com

Oregon CCB License Number:

223973

Contract Not to Exceed

Amount: \$18,187.50

***All information in this contract is subject to public records law.**

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date:
 - b. Anticipated Final Completion Date:
 - c. “Work Time In Calendar Days”:
2. **Contractor’s Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor,

materials, services, tools and machinery necessary to perform the work described in Exhibit A.

4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers' Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
 - Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
 - Exhibit F – Request for Bid/Quotation
 - Exhibit G – Contractor's Response to Quotation
 - Exhibit H – W-9 Taxpayer Identification Number and Certification
 - Exhibit I – ORS Chapter 279C Standard Terms for Public Works
 - Exhibit J – ORS Chapter 279B Standard Terms
 - Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of Port. Port may withhold such consent for any or no reason. If Port consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Port. This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the Port.
7. **Other Contractors.** Port reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the Port. When requested by Port, Contractor shall coordinate its performance under this Contract with such additional or related work.
8. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Port, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
9. **Escalation.** Any price or cost adjustments shall be submitted to the Port by the Contractor prior to the time in which such changes are to become effective, and work is performed. The Port reserves the right to reject any modifications of the Contract unacceptable to the Port.
10. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. Mutual: Port and Contractor may terminate this Contract at any time by written agreement.
 - b. Port's Sole Discretion: Port in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - d. Contractor Licensing, etc.: Notwithstanding paragraph 10(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. Payment on Early Termination. Upon termination pursuant to Section 10, "Early Termination," Port shall pay Contractor as follows:
 1. If Port terminates this Contract for its convenience under Section 10(a) or 10(b), then Port must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this

Contract. Port shall not be liable for any direct, indirect, or consequential damages. Termination by Port shall not constitute a waiver of any other claim Port may have against Contractor.

2. If Contractor terminates this Contract under Section 10(c) due to Port's breach, then Port shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor's breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.
- 11. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
- a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.
 - b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
- 12. Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
- 13. Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port.
- 14. Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
- a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- 15. Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
- 16. Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
- 17. Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or

inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port . Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals. Contractor shall install all products per the manufacture's specifications.

- 18. Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
- 19. Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 20. Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
- 21. Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR: Beam Excavating Inc.

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D.

PORT OF HOOD RIVER, OREGON SIGNATURE

(This contract shall not be binding on the Port until signed by the appropriate signing authority)

Genevieve Scholl, Interim Executive Director

Date

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

Exhibit A

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Prepare and paint exterior of Marina Park #2 Building (DMV)

- Pressure wash exterior of building
- Scrape & sand areas as needed
- Caulk siding & trim as needed
- Mask all windows & doors
- Mask or pro-shield rooflines, foundation, patios & decking
- Drop cloth patio areas, driveway, roof, cars, decking & landscaping to protect from overspray & paint drips
- Paint all siding & eaves using two coat of Sherwin Williams Super Paint, Ben Moor or equivalent
- Paint all window trim & fascia boards using two coats of Sherwin Williams Super Paint, Ben Moor or equivalent
- Pull all masking, clean up & remove all job-related trash from the site
- Final touch up and customer review

CONTRACT WAGE RATES:

This project is not subject to prevailing wages

- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$18,187.50

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

Greg Hagbery
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR, 97031

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

Gorge Enterprises LLC
2149 Cascade Ave. Suite 106A-79
Hood River, OR, 97031

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D). **THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.
 Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:
 \$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000,
 Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.
 Required by Port Not required by Port

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish current Certificate(s) of Insurance to the Port upon request of the Port. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the Port. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the Port, its agents, officers, and employees are Additional Insured with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the Port.

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Must Complete EITHER A OR B below (do NOT sign both):

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR APARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.

B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

C. My business telephone listing is separate from my personal residence telephone listing.

D. I perform labor or services only under written contracts.

E. Each year I perform labor or services for at least two different persons or entities.

F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

- SOLE PROPRIETOR**
 - Contractor is a sole proprietor, and
 - Contractor has no employees, and
 - Contractor will not hire employees to perform this contract.
- CORPORATION - FOR PROFIT**
 - Contractor's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.
- CORPORATION - NONPROFIT**
 - Contractor's business is incorporated as a nonprofit corporation, and
 - Contractor has no employees; all work is performed by volunteers, and
 - Contractor will not hire employees to perform this contract.
- PARTNERSHIP**
 - Contractor is a partnership, and
 - Contractor has no employees, and
 - All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
 - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**
- LIMITED LIABILITY COMPANY**
 - Contractor is a limited liability company, and
 - Contractor has no employees, and
 - All work will be performed by the members; Contractor will not hire employees to perform this contract, and
 - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

***NOTE:** Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

****NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE

Contractor Printed

Contractor

Contractor

Dat

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
STANDARD ORS CHAPTER 279C PUBLIC WORKS CONTRACT TERMS**

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at www.oregon.gov/boli). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
2. ORS 279C.830: If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act the Contractor must pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830 (1) (d); OAR 839-025-0020(3) (b). The applicable state prevailing wage rates can be found at www.oregon.gov/boli. The applicable federal prevailing wage rates can be found online at www.wdol.gov.
3. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
 - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 - b. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
4. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port. Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI's website at www.oregon.gov/boli.
 - b. Notwithstanding ORS 279C.555 or 279C.570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port . The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,
OREGON**

**STANDARD ORS CHAPTER 279B GOODS AND SERVICES CONTRACT TERMS –
APPLICABLE IF NOT A PUBLIC IMPROVEMENT CONTRACT**

1. **Maximum hours of labor:** Contractor shall comply with the maximum hours of labor as set forth in ORS 279B.020 and ORS 279B.235.
2. **Contractor Payment Obligations:** the Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. **Recycling:** If the contract involves for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. **Medical and Workers Compensation:** The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT Not Applicable**PORT OF HOOD RIVER, OREGON****STANDARD ORS CHAPTER 279C PUBLIC IMPROVEMENT CONTRACT TERMS**

1. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school Port, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
2. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
3. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by Port or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.
4. ORS 279C.520: Contractor must pay daily, weekly weekend, and holiday overtime. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c. For all work performed on Saturday, Sunday, News Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
 Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work ORS 279C.520 (2); OAR

839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

5. ORS 279C.520(1)(b) and (c) (Pay Equity):
 - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.
 - b. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
 - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
 - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port . Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port , interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.

Commission Memo



Prepared by: Greg Hagbery
Date: August 16, 2022
Re: Marina Park #2 Building – Replace Roof – Contract

The Port's FY 2022-23 includes \$50,000 in funding appropriation to replace the roof of the Marina Park #2 Building. The most competitive quote received by Port Staff is from Gorge Enterprises LLC for \$14,000.

RECOMMENDATION: Approve Small Construction Public Works Contract with Gorge Enterprises to replace the roof of the Marina Park #2 Building (DMV), not to exceed \$14,000.

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT

between

PORT OF HOOD RIVER, OREGON

and

GORGE ENTERPRISES LLC

**THIS CONTRACT SHALL BE BINDING ON THE PORT
ONLY IF IT IS SIGNED BY THE AUTHORIZED DESIGNEE**

This Small Construction Contract (“Contract”) is made by and between Port of Hood River, Oregon (“Port”) and Gorge Enterprises LLC, (“Contractor”). The parties agree as follows:

Project Title:

Remove and replace roof on Marina Park #2 Building (DMV)

CONTRACTOR DATA

Contractor must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

Full Business Name:

Gorge Enterprises LLC

Contact Person:

Jeremy Middel

Address:

2149 Cascade Ave. Suite 106A-79
Hood River, Oregon 97031

Business Telephone:

(970) 368-0194

Email:

Contact@gorgeenterprises.com

Oregon CCB License Number:

223973

Contract Not to Exceed

Amount: \$14,000

***All information in this contract is subject to public records law.**

TERMS AND CONDITIONS

- 1. Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date:
 - b. Anticipated Final Completion Date:
 - c. “Work Time In Calendar Days”:
- 2. Contractor’s Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
- 3. Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor,

materials, services, tools and machinery necessary to perform the work described in Exhibit A.

4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers' Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
 - Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
 - Exhibit F – Request for Bid/Quotation
 - Exhibit G – Contractor's Response to Quotation
 - Exhibit H – W-9 Taxpayer Identification Number and Certification
 - Exhibit I – ORS Chapter 279C Standard Terms for Public Works
 - Exhibit J – ORS Chapter 279B Standard Terms
 - Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of Port. Port may withhold such consent for any or no reason. If Port consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Port. This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the Port.
7. **Other Contractors.** Port reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the Port. When requested by Port, Contractor shall coordinate its performance under this Contract with such additional or related work.
8. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Port, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
9. **Escalation.** Any price or cost adjustments shall be submitted to the Port by the Contractor prior to the time in which such changes are to become effective, and work is performed. The Port reserves the right to reject any modifications of the Contract unacceptable to the Port.
10. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. Mutual: Port and Contractor may terminate this Contract at any time by written agreement.
 - b. Port's Sole Discretion: Port in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - d. Contractor Licensing, etc.: Notwithstanding paragraph 10(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. Payment on Early Termination. Upon termination pursuant to Section 10, "Early Termination," Port shall pay Contractor as follows:
 1. If Port terminates this Contract for its convenience under Section 10(a) or 10(b), then Port must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this

Contract. Port shall not be liable for any direct, indirect, or consequential damages. Termination by Port shall not constitute a waiver of any other claim Port may have against Contractor.

2. If Contractor terminates this Contract under Section 10(c) due to Port's breach, then Port shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor's breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.
- 11. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
- a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.
 - b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
- 12. Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
- 13. Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port.
- 14. Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
- a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- 15. Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
- 16. Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
- 17. Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or

inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port . Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals. Contractor shall install all products per the manufacture's specifications.

- 18. Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
- 19. Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 20. Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
- 21. Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR: Beam Excavating Inc.

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D.

PORT OF HOOD RIVER, OREGON SIGNATURE

(This contract shall not be binding on the Port until signed by the appropriate signing authority)

Genevieve Scholl, Interim Executive Director

Date

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

Exhibit A

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

- Remove existing roof covering. Sheathing not included in removal.
- Install 25yr dimensional shingle, 30lb felt underlayment
- Remove all job-related trash from the site
- Carpentry estimates based upon visual inspections. Additional unforeseen carpentry work will be charged Time (\$75 per man hour) and materials.

CONTRACT WAGE RATES:

This project is not subject to prevailing wages

- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$18,187.50

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

Greg Hagbery
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR, 97031

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

Gorge Enterprises LLC
2149 Cascade Ave. Suite 106A-79
Hood River, OR, 97031

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D). **THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:

\$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.
 Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:

\$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:

\$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:

\$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000,
 Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.

Required by Port Not required by Port

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish current Certificate(s) of Insurance to the Port upon request of the Port. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the Port. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the Port, its agents, officers, and employees are Additional Insured with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the Port.

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Must Complete EITHER A OR B below (do NOT sign both):

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR APARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:
 Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature Title Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Signature Date

Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

***NOTE:** Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

****NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE

Contractor Printed

Contractor

Contractor

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**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
STANDARD ORS CHAPTER 279C PUBLIC WORKS CONTRACT TERMS**

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at www.oregon.gov/boli). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
2. ORS 279C.830: If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act the Contractor must pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830 (1) (d); OAR 839-025-0020(3) (b). The applicable state prevailing wage rates can be found at www.oregon.gov/boli. The applicable federal prevailing wage rates can be found online at www.wdol.gov.
3. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
 - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 - b. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
4. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port. Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI's website at www.oregon.gov/boli.
 - b. Notwithstanding ORS 279C.555 or 279C.570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port . The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,
OREGON**

**STANDARD ORS CHAPTER 279B GOODS AND SERVICES CONTRACT TERMS –
APPLICABLE IF NOT A PUBLIC IMPROVEMENT CONTRACT**

1. **Maximum hours of labor:** Contractor shall comply with the maximum hours of labor as set forth in ORS 279B.020 and ORS 279B.235.
2. **Contractor Payment Obligations:** the Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. **Recycling:** If the contract involves for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. **Medical and Workers Compensation:** The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,
OREGON**

STANDARD ORS CHAPTER 279C PUBLIC IMPROVEMENT CONTRACT TERMS

1. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school Port, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
2. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
3. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by Port or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.
4. ORS 279C.520: Contractor must pay daily, weekly weekend, and holiday overtime. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c. For all work performed on Saturday, Sunday, News Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
 Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and

days per week that the employees may be required to work ORS 279C.520 (2); OAR 839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

5. ORS 279C.520(1)(b) and (c) (Pay Equity):
 - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.
 - b. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
 - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
 - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port . Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port , interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.

Commission Memo



Prepared by: Genevieve Scholl
Date: August 26, 2022
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$10,750.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$10,750.00
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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
 TARJETAS DE CREDITO ACEPTADAS

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

Page: 1
 August 02, 2022
 Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS					
JJ					
4,050.00	1,575.00	0.00	0.00	-4,050.00	\$1,575.00
ORDINANCE #24					
0.00	475.00	0.00	0.00	0.00	\$475.00
ORDINANCE #23					
589.00	1,700.00	0.00	0.00	-589.00	\$1,700.00
EASEMENT (CenturyLink)					
475.00	0.00	0.00	0.00	-475.00	\$0.00
BRIDGE SOFTWARE (P Square Solutions)					
0.00	600.00	0.00	0.00	0.00	\$600.00
CONCESSION PERMIT (Stawicki Photography)					
275.00	0.00	0.00	0.00	-275.00	\$0.00
CONCESSION PERMIT (Sandbar Cafe, LLC)					
50.00	0.00	0.00	0.00	-50.00	\$0.00
WATERFRONT PARKING					
0.00	275.00	0.00	0.00	0.00	\$275.00

HOOD RIVER, PORT OF

Account No:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
LEASE (Wolf Ceramics & Sarah Wolf)					
300.00	0.00	0.00	0.00	-300.00	\$0.00
NORTHWEST PIPELINE EASEMENT					
50.00	25.00	0.00	0.00	-50.00	\$25.00
BRIDGE CABLE EASEMENT (Falcon)					
50.00	0.00	0.00	0.00	-50.00	\$0.00
MARINA - BOATHOUSE MATTERS					
4,300.00	50.00	0.00	0.00	-4,300.00	\$50.00
BARMAN PROPERTY					
1,525.00	2,925.00	0.00	0.00	-1,525.00	\$2,925.00
WAAAM HANGAR LEASE					
1,425.00	300.00	0.00	0.00	-1,425.00	\$300.00
GOVERNANCE					
0.00	525.00	0.00	0.00	0.00	\$525.00
2022 EMPLOYMENT MATTERS					
2,775.00	575.00	0.00	0.00	-2,775.00	\$575.00
BRIDGE CONTRACT - GRANITE CONSTRUCTION (OR/Granite Construction, Inc)					
75.00	0.00	0.00	0.00	-75.00	\$0.00
2022 INTERIM ED CONTRACT (OR)					
975.00	0.00	0.00	0.00	-975.00	\$0.00
FERMENT LEASE/JENSEN BUILDING (OR/Ferment Brewing Company LLC)					
825.00	0.00	0.00	0.00	-825.00	\$0.00
HNTB CORP./MARINA PARK 1 LEASE (OR/HNTB Corp.)					
0.00	1,725.00	0.00	0.00	0.00	\$1,725.00
<u>17,739.00</u>	<u>10,750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-17,739.00</u>	<u>\$10,750.00</u>

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



Project Director Report
August 16, 2022

The following summarizes Bridge Replacement Project activities from July 28-Aug. 11, 2022:

PROJECT MANAGEMENT

- *Port staff have been meeting with HNTB technical leads beginning the download and transfer of project information.*
- *Staff has asked outside counsel, Bill Ohle, to look into amending HNTB’s contract to allow for the Project Management team to complete 20-30% design. In order to speed up work, staff will likely look to add budget to HNTB’s contract in the next two months.*
- *As noted last month, the Port’s current contract with WSP expires at the end of September. Here is a mini-schedule for the cost to complete and amendment process:*
 - *Aug 17: Draft scope edits, budget reallocation and develop amendment for Port/HNTB to review.*
 - *Aug. 24: Port/HNTB returns comment.*
 - *Aug. 29: Monday meeting to resolve any comments that need further discussion.*
 - *Aug. 31: Final contract amendment materials submitted to Port*
 - *Sept. 1: Submit documents for packet*
 - *Sept. 6: Port Commission review and adoption*

GRANT FUNDING UPDATES

- *Bridge Infrastructure Program (BIP)*
 - *Application and forms submitted August 9th.*
 - *Narrative is included on the Project Resource Page (<https://portofhoodriver.com/bridge/bridge-replacement-project/bridge-replacement-project-resources/>)*
 - *Should hear back this fall before the November election.*
 - *50% match required (other state grants/appropriations and bonds count)*
 - *Obligation date: September 30, 2025 (within 18-month period)*
 - *Amount requested: \$100M*
- *Safe Street and Roads for All (SS4A). For bike/ped facility.*
 - *Appears that the Port may need to produce an “Action Plan” before submitting a grant for construction. Port may submit application for planning dollars this year followed by a construction grant in 2023. Will need to coordinate with City of Hood River as they may be applying as well for the Heights.*
 - *HNTB will draft planning application with Port reviewing/editing.*
- *HNTB has responded to a number of BUILD questions. Must get grant agreement signed by end of September.*

- *Port staff has meeting with the Oregon DOT this week to discuss ARPA reporting. Port has received the \$5M but has placed into a liability account and will draw against it as eligible expenses are incurred.*

GOVERNMENT AFFAIRS UPDATE

- *The BSWG will have a government affairs strategy workshop on Aug. 24th. Hal Hiemstra, Dan Bates and Brad Boswell will be in attendance to review and discuss activities in the 2023 long session and the beginning of the 218th Congress.*
- *Commissioners Chapman and Fox have worked with Hiemstra and a number of local representatives to develop a tour of the bridge and area for the federal field reps. Sen. King and possibly Sen. Thomsen will attend. A draft itinerary of the event is included in your packet.*
- *Marla Keethler and Sean O'Connor, StoryGorge, have developed a short video on the project. <https://vimeo.com/storygorge/review/738773422/50a444619b>. This was reviewed by the BSWG and after a round of edits will be shared with our state/federal delegates on Aug. 24th.*
- *Meeting with Oregon State Rep. McLain went well. Discussed possibility of funding bridge as part of a governance pilot project.*

GOVERNANCE/BRIDGE AUTHORITY PROGRESS

- *First round of Commission Formation Agreements (CFAs) has been received and incorporated.*
- *As the bridge project transitions from the Port to the new Bridge Authority in 2023, the Port will likely serve an administrative role for the Mid-Columbia Bridge Authority (MCBA). This means that during the budget process, the Port's Bridge Replacement Fund will also serve as the MCBA's interim fund. The Port will start tracking allocated expenses for replacement with the intent of showing the true, actual costs related to the effort. Once the MCBA has its own staff and financial system in place, the replacement fund will then transition to the MCBA. There are many legal, financial and policy considerations that will arise during this process, but conceptually this will be the staff/consultant recommendation.*

FINAL EIS/RECORD OF DECISION/TREATY MOUS

- *Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisId=314171>*
- *National Marine Fisheries (NMFS) Biological Opinion (BiOp) Update. Denis Reich, ODOT State Environmental Manager, reported that the Columbia interior branch chief rejected our draft of the BiOp in July. The branch chief was ready to sign a revised version but the Quality Control (QC) manager reviewed it and advised the branch chief not to sign due to formatting protocols. The BiOp was written following a "condensed version" that the Lower Willamette branch has been endorsing in recent years did not adequately account for the level of risk associated with a project the size of the Hood River Bridge. The ODOT environmental team will be rewriting the pieces that can continue to be used. Nancy Munn, QC manager for the Interior Columbia branch will be working directly with the ODOT biologists writing the document to ensure the format only needs one review by the branch chief and NMFA general counsel. Reich felt that his team could deliver the work by end of the year and that*

it” is a priority for our headquarters folks and we now have extra bodies on it...” This likely pushes the ROD completion to early in 2023.

- *Tribal Consultation Update*
 - *Yakama Nation (YN).*
 - *Have submitted commitment requests for both Sec. 106 and Treaty agreements.*
 - *WSP will be finishing an agreement template that includes the Yakama requests.*
 - *FHWA has requested that cost estimates be removed from the template.*
 - *Staff to call YN legal counsel in September.*
 - *Nez Perce. Tribal council completes review of the project in mid-September. Legal counsel will review treaty impacts after that date. Staff to call counsel on Sept. 19.*
 - *Umatilla (CTUIR). Have requested that further meetings on the Treaty impacts not continue until after the BiOp has been released.*
 - *Warm Springs. ODOT managing this relationship.*

OTHER ITEMS

- *The Port of Hood River has the opportunity to represent Oregon ports on the MCEDD board. Unless a representative from the Port Commission would like to serve on the board, the Project Director would be more than willing to do so.*
- *Monthly Project Update included in packet*
- *August BSWG Agenda included in packet. Meeting was held at HNTB Office in the Marina One Building.*

MEETINGS

- *NEPA/Cultural Resource, Aug. 11*
- *WSP/HNTB Weekly Check In, Aug. 15*
- *BSWG, Aug. 15*
- *Klickitat County Presentation, Aug. 17*
- *ARPA Reporting, Aug. 17*
- *Thorn Run Partners, Aug. 17*
- *WSP/HNTB Weekly Check In, Aug. 22*
- *Govt. Affairs Strategy, Aug. 24*
- *Federal Field Rep. Tour, Aug. 24*
- *NEPA/Cultural Resource, Aug. 25*
- *WSP/HNTB Weekly Check In, Aug. 29*
- *Thorn Run Partners, Aug. 31*
- *Labor Day, Sep. 5*
- *SWRTC Presentation, Sep. 6*

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BRIDGE REPLACEMENT PROJECT UPDATE

AUGUST/SEPTEMBER 2022 UPDATE



The Hood River-White Salmon Interstate Bridge is a vital transportation link connecting Hood River, Oregon with the communities of White Salmon and Bingen in Washington. Since 2003, the Port of Hood River (Port) has been working to advance the replacement of this bridge that was originally constructed in 1924. Currently, the Port is advancing the design of the replacement bridge, completing environmental review and pursuing funding for design 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.

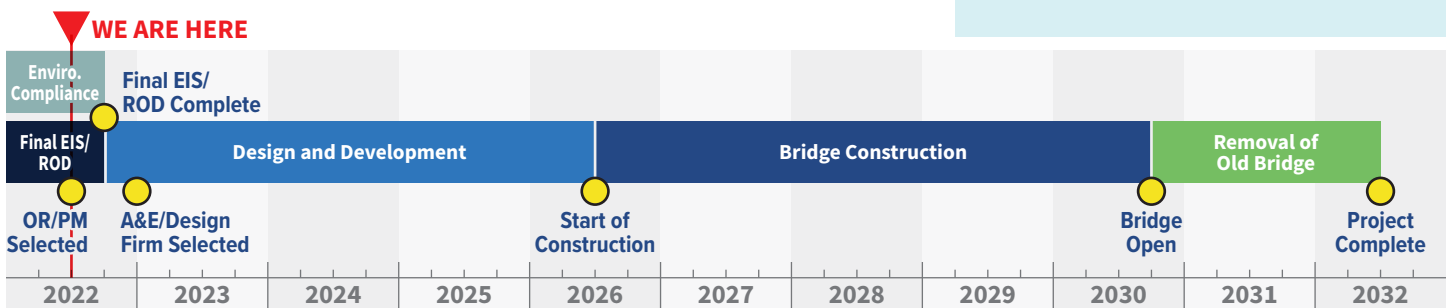
Current Project Activities:

- Work continues on tasks necessary to finalize the National Environmental Policy Act review.
- Port of Hood River and Klickitat County jointly applied for \$100-million federal Bridge Infrastructure Program grant.
- Port will apply for Safe Streets for All (SS4A) planning grant to create Safety Action Plan for bike/pedestrian users on new bridge.
- First round of Commission Formation Agreements – required for new bridge authority creation – in review by six local governments.
- BSWG Subcommittee suggested Mid-Columbia Bridge Commission as potential name for new bridge authority.
- Team met with the Confederated Tribes of the Umatilla Indian Reservation Cultural Resources Committee on project commitments.
- The new Project Management Team, HNTB, is under contract and has new office at site of old Hood River Chamber of Commerce building.
- Members of BSWG visited Washington DC to advocate on behalf of federal funding for bridge.

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.



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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DRAFT AGENDA

Bi-State Bridge Replacement Working Group
 Regular Meeting
 August 15, 2022 / 2:00-3:00p
 HNTB Project Office/Marina Park #1 Building
 700 East Port Marina Way, Suite 201

Members: Chair, Mike Fox (Commissioner), Port of Hood River; Vice Chair, Jake Anderson (Commissioner), Klickitat County; Catherine Kiewit (Mayor), City of Bingen; Marla Keethler (Mayor), City of White Salmon; Kate McBride (Mayor), City of Hood River; Bob Benton (Commissioner), Hood River County

Alternates: Kristi Chapman (Commissioner), Port of Hood River; Arthur Babitz (Commissioner), Hood River County; Joe Sullivan, City of Bingen (Councilor); Jason Hartmann (Councilor), City of White Salmon; David Sauter (Commissioner), Klickitat County; Jessica Metta (Councilor), City of Hood River.

Staff/Consultants: Kevin Greenwood (Project Director), Port of Hood River; Genevieve Scholl (Interim Executive Director), Port of Hood River; Michael Shannon (Project Manager), HNTB; Steve Siegel, Siegel Consulting.

- | | | |
|----|--|------|
| 1. | Welcome | 2:00 |
| 2. | July 11 Regular Meeting Minutes | 2:01 |
| 3. | Commission Formation Agreements Update | 2:02 |
| | A. Consensus for CFA Tax Implications Review | |
| 4. | Grant Opportunities | 2:20 |
| | A. \$195M BIP Application Submitted | |
| | B. SS4A Planning Grant | |
| 5. | Michael Shannon, HNTB | 2:30 |
| | A. Schedule/Next Key Milestones | |
| 6. | Government Affairs 2023 Strategy | 2:40 |
| | A. August 24, 2022 – Port Board Room | |
| | B. Federal Delegation Tour | |
| | C. Project Video | |
| | D. Field Rep Assignments | |
| | E. Speaker Notes | |
| 7. | Project Updates/Other Items | 2:50 |
| 8. | Next Meeting, August 16, 2022 | 3:00 |

-###-

Contact Kevin Greenwood, (541) 961-9517 or kgreenwood@portofhoodriver.com,

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Commission Memo



Prepared by: Daryl Stafford
Date: August 16, 2022
Re: Boathouses

The Port leases space in the Marina moorage to ten privately owned boathouses and one boathouse owned by Sheriff's Department. As the Port prepares for bridge replacement construction, considering the relatively long notification period required for termination or alteration of the current moorage agreements, we are at the point now when important policy decisions must be made regarding the future of the boathouses in the Hood River Marina.

Important considerations such as risk exposure, fire safety, insurance requirements, maintenance and appearance requirements, compliance with federal and state environmental laws, ethical and property rights concerns in the event of a sale, equitable rates, and the reasonable public benefit ratio to the cost of administration for the ten boathouses are all part of this complex set of decisions.

Market demand and public benefit considerations

There are currently 81 people on the waitlists for boat slips less than 43' in length. In its 2022-2026 Strategic Business Plan, the Port prioritizes the Marina being self-sustaining, maximizing launch access for smaller boats, and ensuring compliance with proper maintenance standards for boathouses.

In 2018, staff, assisted by former Commissioner Brian Shortt, created a proforma for a future Marina without boathouses to gain insight on how to best serve the needs of the community to accommodate the growing demand for under 30' slips. See Attachment 1. It was determined that more revenue could be generated by an open water design, but it would require substantial investment to purchase and install more dock. Current trends are still consistent with the 2018 evaluation showing that the small, trailerable boat category has the highest growth rate across the country. The moorage industry is not increasing boathouse inventory and most Marinas are phasing them out.

Marina Committee Input

Staff recently reached out to each member of the Marina Committee for feedback regarding boathouse replacement/remodels and leases. Attached you will find their anonymous comments. See Attachment 2.

Current Boathouse Moorage Agreements

Boathouse tenants currently have moorage agreements that were issued in 2014 that have a 5-year rolling renewal that requires the Port to give the tenants 5-years notice of

termination before November 1st of any given year. The reason these the long-term leases were originally issued was security for the tenants when they were asked to pay for the boathouse dock/electrical upgrade (current assessment that times out in 2023) and incentive for them to repair and maintain their boathouses.

The following 2014 lease issues should be addressed in considering the form and content of new Boathouse Moorage Agreements.

- 5-year rolling term could be problematic for the bridge replacement project. If notice were given in Fall of 2022, the leases would time out January 1, 2028.
- Allowing toilets and manual disposal of sewage – this is no longer legally allowed and is a noncompliant condition with both the DEQ and the OSMB Clean Marina Program.
- Size and height restrictions for boathouse replacement are not defined.
- Billing terms are outdated.
- Assessment payoff terms have been changed; terms are incorrect. Total payoff is now in 2023.
- The current terms prohibit the Port from charging competitive, market rates for boathouse moorage. The Port currently cannot raise moorage rates for boathouses any more than they would for the boats. This limitation has kept the Port's boathouse moorage rates the lowest in the state. Starting in 2024, the boathouse tenants will no longer have the assessment charge. Boat slips moorage tenants will still pay their assessment fee until 2028. This means is that some of the boathouse tenants will pay less for their boathouse moorage that includes a slip than the person who has a small slip with a 20' boat.
- Insurance minimums are outdated and likely inadequate.
- There has been no o requirement for inspections. With the DEQ reporting process that took place earlier this year, tenants were notified of a new, twice a year inspection requirement. OSMB recommends yearly inspections that would include the fire department participation.
- The current lease does not require compliance with the OSMB Clean Marina Program, this is a threat to ongoing funding.
- There is no consideration for compensation to the Port for the sale of boathouses. Unlike moorage slips, boathouse slips automatically go to the new owner of the boathouse. The slips are transferrable and treated like an asset that increases the perceived value of the boathouse. This raises important ethical questions of a private party claiming, buying and selling as an asset a property that is publicly owned.

COMMISSION DISCUSSION

Topic 1: Future Vision for Boathouses in the Marina, and current Moorage Agreements

1. Question: Would the Commission like staff to give notice of termination of the 2014 moorage agreements?

If Yes:

Pros for the Port	Cons for the Port
Port will no longer be allowing things that are violations of State & Federal Laws	Tenants will be upset. A few have threatened legal action against the Port if notice of termination is given
Flexibility for the Port for the needs of the Bridge Replacement Project	
If the Commission desires to start phasing out boathouses this action would start the process	

If No:

Pros for the Port	Cons for the Port
None	Current leases are inadequate for today's standards, Port could be liable for allowing violations of DEQ law
	Port could lose the OSMB Clean Marina Status by not following up with the Port's commitment to issue new leases that clearly state plumbing and flotation restrictions

Management team recommendation - Yes, move forward with notice of termination.

2. Question: If yes to giving notice of lease termination, would the Commission like staff to offer new leases to replace the existing leases?

If Yes:

Pros for the Port	Cons for the Port
Compliance with State & Federal Laws	Some tenants may not want to sign new leases
Ability for Port to charge competitive rates	
Port may set new terms suitable for the bridge replacement schedule	
Implement requirements for tenants to adhere to Marina best practices	
Tenant stability	

If No:

Pros for the Port	Cons for the Port
If the Commission would like to phase out boathouses this would serve as 5-years notice	Tenants will likely not maintain their boathouses for the next 5 years. Some may move to new locations before the end of the term.

Management team recommendation - Yes, offer new leases immediately to replace existing leases.

3. Question: If yes to issuing new leases, then what terms would you like to offer: 1 to 5 years?

1-Year rolling renewal- Pros for the Port	1-year rolling renewal-Cons for the Port
1-year rolling lease- most flexibility, best for bridge replacement project	Tenants would like more security, most likely will not be happy
5-Year rolling renewal- Pros for the Port	5-year rolling renewal- Cons for the Port
If the Commission would like to move forward with boathouses long term in the Marina, and allow replacements and remodels, this would give the tenants some security to make the investment	Locked in with less flexibility

Management team recommendation - Offer new boathouse moorage agreements that will start January 1, 2023, that will have a 1-year term with perpetual extensions for a maximum of 5 years if tenant is in good standing and meeting all terms of the agreement. This would give tenants 5-year notice of termination previously requested. If the tenant chooses not to sign the new agreement, this would be their notice, and all moorage rights would end in 5 years without any potential options for renewal at the end of the term.

Topic 2: Boat House Development and Replacement Policy

If the Commission would like to move forward with the development and long-term allocation of the waterway to boathouses in the Marina, there will need to be specific guidelines, regulations, requirements, and oversight from staff. Acceptable standards should be developed and applied to floats, structure, and content.

One boathouse has recently been removed and the tenant would like to replace it with a new boathouse that increases in length and adds a second floor. Conceptual plans are attached, Attachment 3. Existing Agreements state that the max size for any boathouse shall be 45x35 feet and limited to one story except for boat houses that had rental agreements before 2013, which maintain their existing dimensions. The existing boat house is 15' x 41'. The space is confined by width, but not length. The lease states that the tenant may not increase the size of the boathouse without the express approval of Tenant's proposed plans

by the Port Commission. A second tenant has approached staff wanting to do the same thing.

Most boathouse tenants have requested that the Port consider moving forward with offering plumbing, even if it might be at their expense. Allowing plumbing, or not, would shape what sort of boathouse they might want to build.

Staff hired consultant Andrew Jansky from Flowing Solutions to provide 2 reports, one for water options for the boathouses and a second for development/replacement. See attached Attachment 4. Mr. Jansky works with Marinas across the PNW that have boathouses, and is very familiar with federal, state and local regulations.

Development/Replacement Key Questions:

1. As a courtesy to the tenants that wish to replace, remodel, or are considering moving their boathouse to a new location, does the Commission want to move forward with allowing some form of boathouses in the Hood River Marina? A decision needs to be made so that they may plan accordingly.
 - a. If No-
 - i. Option #1- Phase out all boathouses in 5 years (2028)
 - ii. Option #2- Phase out all boathouses in 10 years (2032).

Option #1 Pros for the Port	Option #2 Pros for the Port
Best option for Risk reduction for the Port	Coincides with the completion of bridge replacement project. Likely the time when opportunity will present itself for Marina development/expansion
Greatest flexibility for the needs of the Bridge Replacement Construction project	Gives the tenants a little more time to plan, they will be happier with 5 vs. 10 years

- b. If Yes to continued development of boathouses- What kinds of structures will the Port allow in the Marina?
 - i. Covered Storage- floating structure with no side walls.
 - ii. Boathouse-covered floating structure primarily used to house a boat. Water is limited to spigots on the dock.
 - iii. Combo- boathouse/floating home combination that houses a boat and has living quarters with plumbing. Fixed sewage connection is required.
 - iv. Floating Homes- floating structures that are living quarters with plumbing and no boat storage. Fixed sewage connections are required.
- c. If yes to allowing combos or floating homes, would the Commission consider allowing expansion, 2nd floor additions for boathouse remodels and replacements? Tenants must have Commission permission to determine what they may build.

Pros for the Port moving forward with development	Cons for the Port allowing boathouse development
---	--

In the future, the Port could charge significantly higher rates for greater revenue that would benefit the entire marina	Admin/Facility costs for oversight and maintenance would be significant for the Port for the benefit of a few people
New boathouses would most likely be far better and safer than most of the existing boathouses	Expectations will be high for a long-term commitment from the Port and services associated with them

Management Team Summary and Recommendation: *Port staff believes that the Commission essentially has two options to consider; 1) either to embrace the boathouses and significantly raise the standard requirements, charge full market rates, allow tenants to move forward with replacements, and offer long-term commitments, or 2) over time, phase them out completely with the exception of a potential new Sheriff's boathouse.*

The first option would require disproportionate amounts of staff time and resources as compared to Marina moorage tenants for oversight of sales, replacement, remodels, and compliance with updated standards. This approach is not in line with the Commission's current directive to work towards self-sustaining financial status and lowered administrative costs. With the significant demand for space in the Marina, we do not believe we would be acting in the long-term best interest of our community by furthering the development of boathouses. We believe we could do better by moving forward in the future with options that would give the public greater access and opportunity for use by offering more boat slips and dock space that would become available through the waitlist and by promoting programs that would make available boating to the community.

Staff believes the second option would be the better choice - Offer tenants annual rolling leases through 2028. After 2028, move towards no boathouses (with the exception of the Sheriff's Marine Deputy) in the Marina and only allow boathouses lease renewals on an annual basis if it is a benefit to the Port and does not impede the bridge replacement project, with an end date of 2032 and no renewal options. Of course, much will depend on the status of the bridge replacement project, however, when that project is complete it will most likely be the time when opportunities would present themselves for marina expansion that would better meet the needs of the community and the Port.

At this time, the Port management team all agree that the Port could provide a better offering to the community by expanding A & B docks to the north and south, relocate the existing boathouse dock to a new location for a different purpose, and turning the boathouse dock area into boat slips and community dock space.

Each tenant would be offered a boat slip for their vessel to continue in the Marina as a moorage customer.

For reference information see:

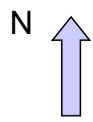
- 2014 Boathouse Lease Attachment 5
- Clean Marina DEQ regulations Attachment 6
- Boathouse Assessment Pay-off schedule Attachment 7

- Boathouse rate survey October 2021 Attachment 8
- 2022 Port Marina Rules & Regulation BH Policy Attachment 9

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2022 MARINA PROFORMA- REVENUE BY DOCK

Entrance to Marina from Columbia



NOTE: THIS DIAGRAM IS NOT TO SCALE

8/1/2022

Slips for Boat Lengths 30 feet or under

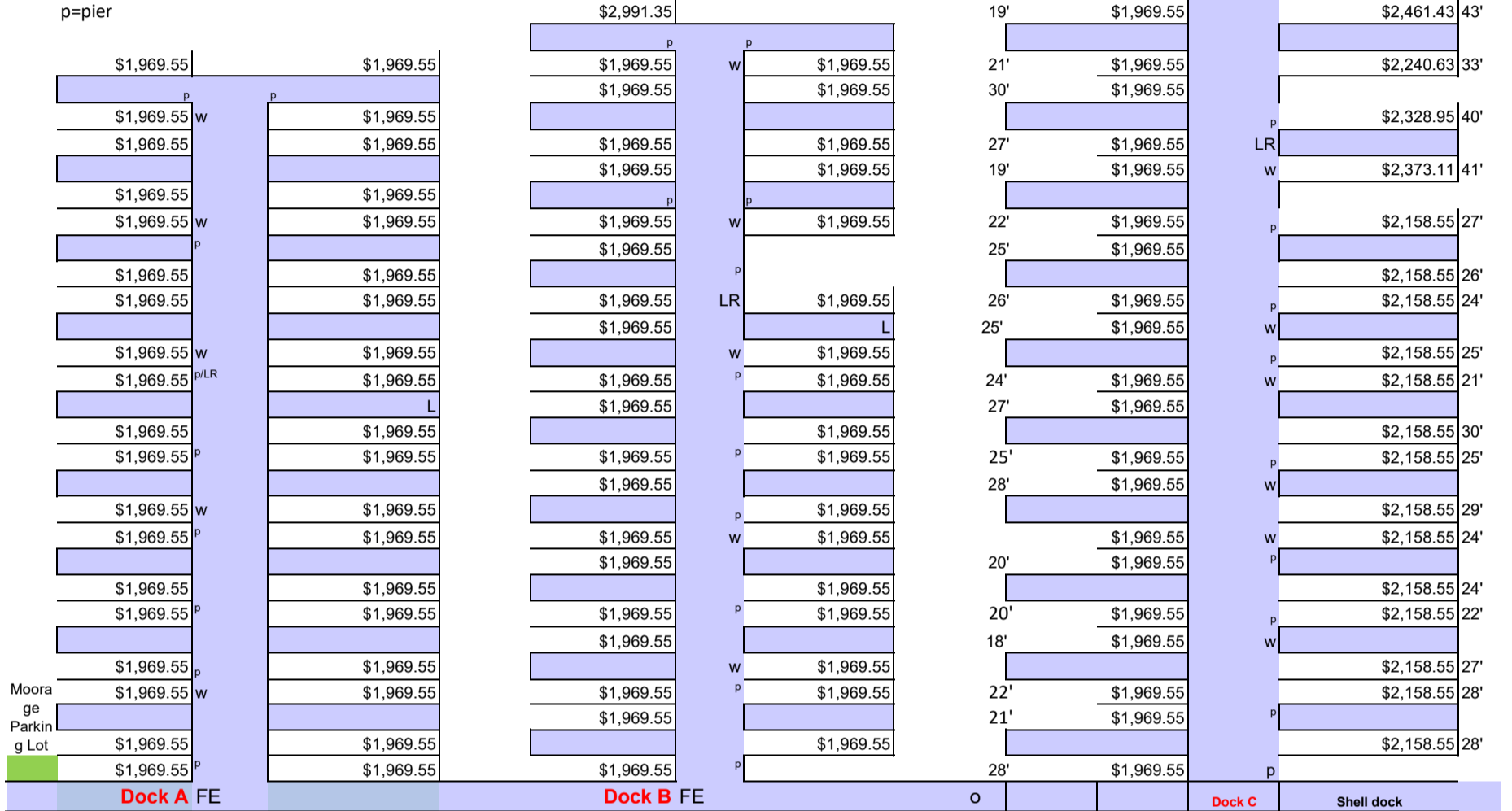
Finger Length - 28 Ft; Finger Width - 23 Ft.

Slips for Boat Lengths Over 30 feet

Finger Length - 40 Ft; Finger Width - 31 Ft.

- L=ladder
- LR=life ring
- w=water
- FE=fire extinguisher
- p=pier

Moorage 30' and under	\$1,407.00
Moorage 30' under CE	\$1,596.00
Moorage 30' under CS	\$1,494.00
Boat Assessment	\$442.55
Boat by foot Over 30' CN	\$44.16
Boat by foot Over 30' CS	\$48.79
Boathouse by sq. foot	\$1.66
Boathouse Assessment	\$1,650.77
Water / Garbage	\$60.00
Base Electric	\$60.00



Boat House Dock	Revenue	Revenue
1081	\$3,565.23	\$3,145.25
1127	\$3,641.59	\$3,253.15
920	\$3,297.97	\$4,514.75
736	\$2,992.53	\$5,170.45
990	\$3,414.17	\$4,370.33
1353	\$4,016.75	

Total Boat house	\$	41,382.17
Total A Dock	\$	37,421.45
Total B Dock	\$	40,412.80
Total C Dock N	\$	123,031.83
Total C Dock S	\$	46,927.42
Total Shell Dock	\$	2,340.00
South Basin lottery	\$	5,676.00
Guest Dock		
SB HRYC		
JR. Sailing		
Cruise Ship		
TOTAL	\$	297,191.67

Shell Dock	
1	\$ 390.00
2	\$ 390.00
3	\$ 390.00
4	\$ 390.00
5	\$ 390.00
6	\$ 390.00

South Basin Dock Seasonal Moorage	
1	\$ 946.00
2	\$ 946.00
3	\$ 946.00
4	\$ 946.00
5	\$ 946.00
6	\$ 946.00



NOTE: THIS DIAGRAM IS NOT TO SCALE

Tenants as of 8/1/2022

Slips for Boat Lengths 30 feet or under

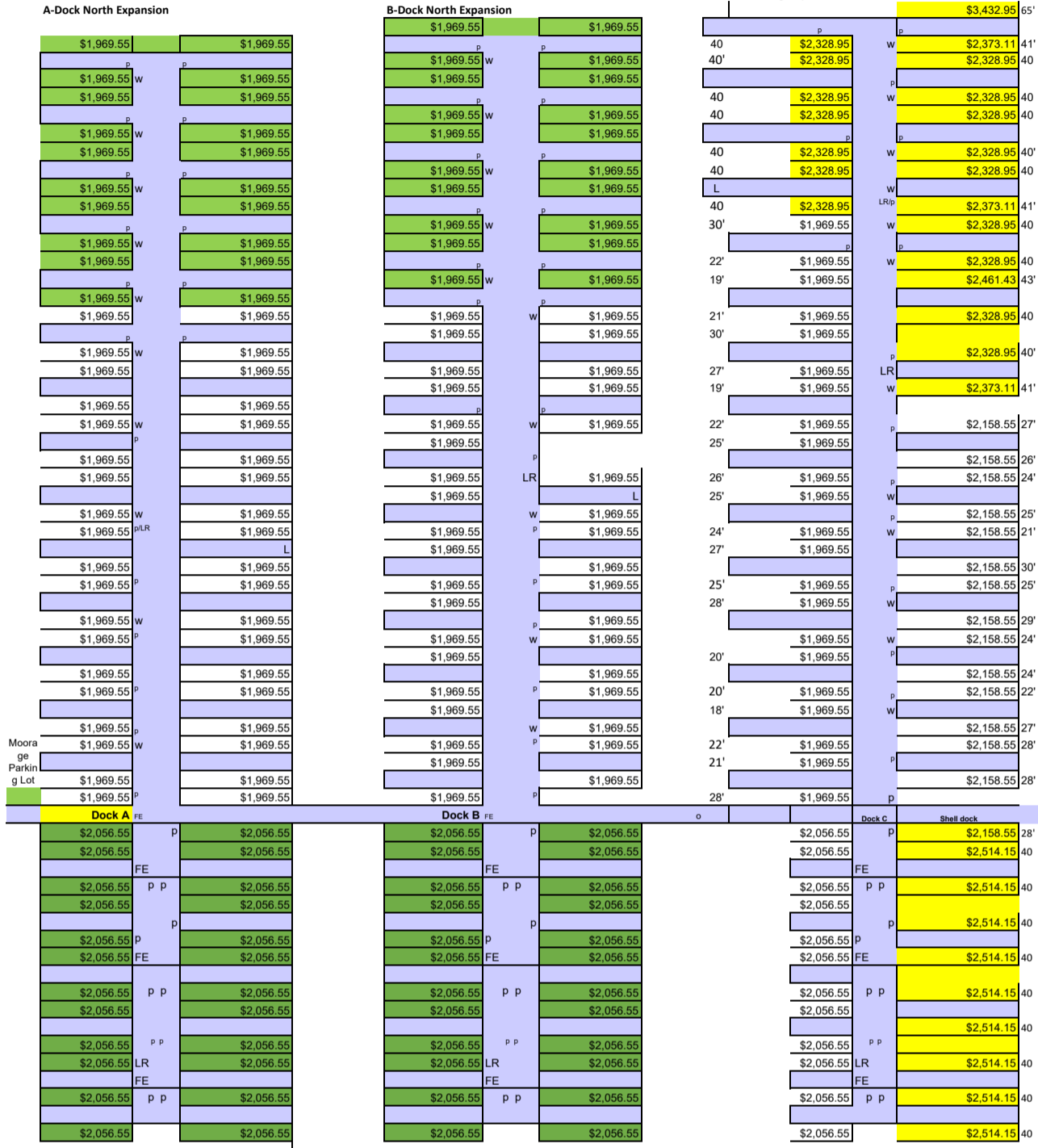
Finger Length - 28 Ft; Finger Width - 23 Ft.

Slips for Boat Lengths Over 30 feet

Finger Length - 40 Ft; Finger Width - 31 Ft.

Moorage 30' and under	\$1,407.00
Moorage 30' under CE	\$1,596.00
Moorage 30' under CS	\$1,494.00
Boat Assessment	\$442.55
Boat by foot Over 30' CN	\$44.16
Boat by foot Over 30' CS	\$48.79
Boathouse by sq. foot	\$1.66
Boathouse Assessment	\$1,650.77
Water / Garbage	\$60.00
Base Electric	\$60.00

L=ladder
LR=life ring
w=water
FE=fire extinguisher



Remove Boathouses, replace with A & B Dock Expansions

Total Boat house	\$	-
Proposed South A-Dock Addition	\$	49,357
Proposed South B-Dock Addition	\$	49,357
Proposed North A-Dock Addition	\$	39,391
Proposed North B-Dock Addition	\$	39,391
Total A-Dock	\$	76,812
Total B-Dock	\$	78,782
Total C-Dock North	\$	123,827
Total C-Dock South	\$	49,465
Total Shell Dock	\$	1,950
South Basin lottery	\$	5,676
TOTAL	\$	514,008

Boathouse Revenue

\$41,382.17	
1081	\$3,565.23
1127	\$3,641.59
920	\$3,297.97
736	\$2,992.53
990	\$3,414.17
1353	\$4,016.75
828	\$3,145.25
893	\$3,253.15
1653	\$4,514.75
2048	\$5,170.45
1566	\$4,370.33

Shell Dock

1	\$	390.00
2	\$	390.00
3	\$	390.00
4	\$	390.00
5	\$	390.00
6	\$	390.00

South Basin Dock Seasonal Moorage

1	\$	946.00
2	\$	946.00
3	\$	946.00
4	\$	946.00
5	\$	946.00
6	\$	946.00

Port of Hood River Marina Committee- Boathouse feedback

Survey sent out April 19, 2022

The Port's Marina Manager asked the members of the Marina Committee to email their thoughts on boathouses in the Hood River marina so that Port Staff could share their feedback with the Commission. They were provided some basic questions to start the conversation.

General thoughts on boathouses in the Marina?

- I like the idea of the boathouses. I still have trouble wrapping my head around their ability to build equity through scarcity (ltd # of slips) and the ability to transfer the lease with the sale of the boathouse. As a boatowner, I can't sell my boat with the slip lease.
- The bigger question to ask is where we want to go with the boat houses. Historically there has been discussion of phasing them out. This would be met with extreme controversy from a few tenants. The more boathouses that transfer ownership at a high price the more controversy there will be. In light of the craziness that the Hood River real estate market represents, I think the Port would do well to offer a Live Aboard Opportunity for Boat Houses with a very stiff monthly lease obligation.
- There has been previous discussion of phasing out boathouses. This is super controversial and gets more so with every improvement an owner makes. I am of the opinion that our boathouse stock should be further formalized and improved based on certain basic criteria set forth by the Port based typical boathouse standards and building department oversight. Again, Electrical is most critical- The Dalles is a prime example. The perceived and actual value of our ailing boathouses is baffling. The economics of the whole thing are terribly skewed.
- Boathouses are loyal long-term tenants (1963?) with low turnover who frequently monitor marina activity year around. Unlike boats, boathouses have no option to leave - except to destroy the structures and pay the cost of removal. Conversion of boathouse dock to boat slips was evaluated in 2012(?) and a cost vs. ROI analysis demonstrated that the costs of adding and relocating pilings and adding the finger docks necessary to accommodate boats would significantly outweigh any additional revenue gained by creating more boat slips. Therefore, boathouse lease rates were increased to produce same dollars per square foot as boat slips - with significantly less Port investment. Existing pilings have not shown wear from the current boathouses and appear to be sturdy solid and doing the job. To address the issue of deferred maintenance on the boathouse dock, boathouse owners also agreed to a 10-year special assessment to cover the bond costs of replacement. In return, boathouses were granted a 5-year rolling lease term to provide reasonable

assurances to boathouse owners and thus encourage better maintenance, improvements and even replacements to boathouses.

- In light of the recurring catastrophes in The Dalles, I feel it necessary for the POHR to determine their path forward as it pertains to the boathouses. In my opinion, staggered elimination or substantive formalization are the only rational paths forward. As previously mentioned, anyone purchasing a boathouse in the HR marina is going to have some serious long-term expectations about what is to be. We should either embrace and charge accordingly for those expectations or begin the process of boathouse elimination. Right now, we could institute a 10-year phase out and offend only a small few or proceed as we have been and foster an untenable problem of expectations going forward. It is my opinion that the Port of The Dalles is about to face a situation of insurability as it pertains to their boathouses.
- I think a permanent decision to provide water only to the boathouse docks would help discourage gray and blackwater discharge, and construction of interior living space, particularly kitchens and bathrooms. It would also help discourage non-complying Clean Marina regulations and reduce construction of full kitchens and bathroom facilities in new or remodeled boathouses. I have never supported providing services for the boathouses that makes them more like homes for people rather than homes for, as the Port originally intended, boats. If the Port decides to get involved in the business of waterfront condo's they should do it on the shore and instead expand the # of open or covered slips for boats where the boathouses are now located. I realize this is a pretty controversial stance but is there really a good reason to allow 10 individuals to convert what the Port originally intended as simple covered powerboat moorage into luxury condo's to be bought and sold on Zillow?

Replacements or Alterations: Should the Port allow expansion of the footprint and 2nd floors? Should the Port require a certain % that should be dedicated to boat storage and X% then for living space?

- I'm Ok with 2nd floor additions as long as they're keeping in the spirit of a boathouse - need to have a boat in the boathouse. I don't think they should be able to expand their footprint with usable space, only to add stability. There's no need for a swim dock as swimming isn't allowed in the marina....
- Yes to 2nd floors, No to expansion, OR only to the extent that existing facilities allow for expansion. Some boathouses have external logs. Building footprint should be able to be expanded to the size of existing overall footprint.

- One way marina's stop conversion of boathouses to floating homes is to limit the height to 1 story. It is also common to limit floor area of non-water space within the leased footprint to a small percent of the total area of the leased sq. footage (30% Or less). A boat only needs a walkway of 3' on either side, none in the stern, perhaps 8' or 10' in front for storage. Everything else is open space providing room for a boat. Let's keep our boat houses limited to housing boats rather than condo's. No bedrooms, kitchens, or bathrooms dumping sewage into our clean marina.
- Replacement is Ok with certified engineering stamped plans, snow loads should be considered. Place the burden of proof on proposer vs. creating or administering building codes, which are not required by State law. The Port collects rent based on square footage. If there is space to expand a boathouse footprint, without negative impacts to boat traffic, docks or other boathouses, why not? Snow sliding off roofs must be considered and remain the responsibility of the applicant. Port should document approval to be held harmless and may require specific insurance to protect Port and neighboring property.
- Replacement is reasonable. Living space could be construed as "enclosed space". I'm Ok with a roof deck not included in living space.
- Someone wanted to buy a boathouse once and convert it to a paddle-craft storage shed- I think such a modification is appropriate. Boat storage SHOULD be required in all instances- until and unless we open things up for live aboard boathouses.
- Tenants currently need to demonstrate that any living space is subordinate to the boat storage space. No need to change that.

Should the Port allow bathrooms, kitchens, showers, toilets? This would require the Port to install a sewage system.

- I think part of the action plans with the build of the Bridge would include connecting the boat houses to the sewer system for both waste and grey water. I think it's safe to say that the capture of grey water isn't happening at a 100% level right now. Two step plan over 5 years would be to maintain and enforce the current grey water capture plan, then let all know that at some point there will be a requirement to hook up to the sewer.
- Going forward, a simple solution would be to provide the boathouse tenants with water via the same means as the other marina tenants- through a shared spigot dockside.
- With the increasing (ridiculous) relative value of the boathouses in the Hood River Marina, the natural expectation of a prospective buyer would be that the boathouse opportunity comes with some niceties such as water and sewage amenities. Some

boathouses have been marketed as having potential that does not exist. A relatively cheap improvement for the boathouse dock might be to actually enable sewage. It is possible that an OSMB grant could partially fund the sewage collection and pumping float. The balance of the cost would be borne by any boathouse tenant that wants to hook up. Such a system would also enable there to be a floating marina tenant bathroom and shower on the docks which is common at all Columbia Crossing marinas in Portland. We could look at The Dalles system as an example.



- NO. Porta Potties are fine, but we have no accommodation for bulk greywater / blackwater removal. If such a thing were to be considered, we should do it formally with a sewage lift station intended to serve boathouses.
- I hope the Port Commissioners are aware of both fires that destroyed so many boathouses in The Dalles Marina. Let's keep our boat houses limited to housing boats rather than condo's. No bedrooms, kitchen's, or bathrooms dumping sewage into our clean marina! That would help keep lessee's much more safe from fire and slip lessees much safer from water born fecal matter pollution.
- We should never allow bathrooms or kitchens unless owners are willing to bring in sewer and year-round water to their slips.
- Tenants have always been told that dumping sewage (black water) and gray water from sinks, showers, etc. directly into the marina was not allowed. Most installed porta-potties and 5-gallon buckets under our sinks, which we could empty in the on-shore bathroom or at the pump-out dump station by the gas dock. Apparently, this is no longer acceptable. The Port has shut off all water to the BH dock until all boathouses can demonstrate that we no longer have any functioning plumbing fixtures or port-potties in any of the boathouses. While the Port says they are looking into the feasibility of installing a sewer line to our dock, such a system would be very expensive and Port rejected that concept 10 years ago when the dock was replaced, even if the boathouses extended the special assessment period to cover the tab. I'm not necessarily against that solution if it comes with some additional long-term protections and more freedom to use boathouses for limited overnight lodging.

- I think a permanent decision to provide water only to the boathouse dock would help discourage gray and blackwater discharge and construction of interior living space, particularly kitchens and bathrooms. It would also help discourage non-complying Clean Marina regulations. I have never supported providing services for the boathouses that makes them more like homes for people rather than homes for, as the Port originally intended, boats. If the Port decides to get involved in the business of waterfront condo's they should do it on the shore and instead expand the # of open or covered slips for boats where the boathouses are now located.
- I realize this is a pretty controversial stance, but is there really a good reason to allow 10 individuals to convert what the Port originally intended as simple covered powerboat moorage into luxury condo's to be bought and sold on Zillow?

Currently the boathouse tenants have leases that were issued in 2014 that are outdated and require a 5 year-notice to terminate. What are your thoughts on leases moving forward?

- Again, the lease game is somewhat a moot point as it's an automatic renewal. Maybe there's some type of transfer fee for the lease when a boathouse is sold to capture some of the equity gains? \$15k? \$20k? These \$\$ then go back into the general operations fund? We have boat houses that were purchased for \$10-15k, probably invested a min \$15-20k over the years that are now selling for \$100k+ but would be worthless without the slip. We also want to continue to encourage upgrading and bettering the boathouses too.
- Five years seems quite generous, but I feel that the BH owners also have a pretty significant commitment as well. We would do well to establish some minimum standards for boathouses that will be enforced over time. These standards could be required for lease renewal. Most importantly, electrical components in boathouses present the greatest safety and fire exposure. Requiring certain electrical safety equipment on boathouses and enforcement of those requirements. I also feel that it would be good for the port to have a key for every boathouse and be allowed access upon demand. The decision to enter a boathouse could be governed by and at the discretion of the ED (basically for emergencies or noncompliance). I did a ton of research on marine electric systems. There are some simple protocols we could institute that would increase marina safety significantly. Our boathouse stock is pretty sad.
- The Port agreed to the 5-year notice and rolling lease in return for boathouse owners' agreement to pay for the new boathouse dock. Current Boathouse Lease was crafted by a Port attorney to provide all the safeguards Port requested. Port is therefore obligated by contract to renew the 5-year rolling lease annually - unless boathouse owner defaults on the terms of the existing lease, or if Port needs to relocate boathouses somewhere else within the marina for any reason. Any updated lease must also carry the 5-year

rolling renewal and transferrable terms to continue to encourage boathouse owners to maintain and invest in the betterment of the structures. Not doing so creates the uncertainty that tenants' investments and assets could turn into costly liabilities.

- First, I believe that the Port should retain the ability to cancel leases with reasonable notice for both boat slips and boat houses to accommodate future marina expansion. If a tenant wants to spend that much on building a floating home instead of a boathouse they should be required to sign a document agreeing to move it with reasonable notice, I believe currently the Port states "with notice" for boat slip lease renewals and 5 years for non-renewal of leases for boathouses. They should also be prepared to pay a much higher rate for their space as a marketable houseboat slip is probably worth \$400,000 resale for just the space.
- If we could offer the 11-boat house lessee's a several year option for a contract to pay \$400,000 each for a 30-50 year lease I would welcome that. It would go a long way to fund Marina and other improvements. I think a lot of the Lessee's would go for it.
- The bottom line is that once you allow private owners to capitalize the value of what is Port property under a 5-year waterfront lease into a long-term Investment with equal value to a home they will fight like all get out to retain the right to sell both the lease and the boathouse forever. If the Port allows this, they should ask market value for the lease, require installation of utilities that meet code for houses, pay for more parking and use the millions of \$ generated to expand slips in the Marina.

NEW BOATHOUSE

Port of Hood River moorage and marina

PROJECT TEAM

OWNER: Jeannette Logsdon
PO Box 401
Odell, Oregon 97044

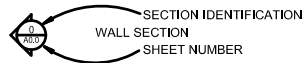
ARCHITECT: INTEGRATE ARCHITECTURE & PLANNING, P.C.
1715 N. TERRY STREET
PORTLAND, OREGON 97217
PHONE: 503/ 312-2561
EMAIL: INTEGRATEARCH@GMAIL.COM
CONTACT: PHILIP H. SYDNOR

STRUCTURAL: DCI Engineers
ENGINEER: 400 SW 6th Avenue, ste. 605
Portland, OR 97204
PHONE: 503/ 242-2448
EMAIL: jfenton@dc-engineers.com
CONTACT: Justin Fenton

CONTRACTOR:

SYMBOLS

(not all symbols use in this set)



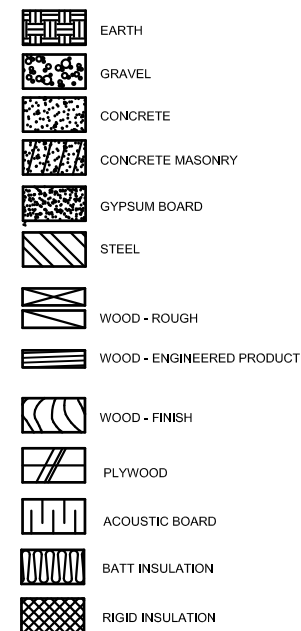
DOOR NUMBER

WINDOW TYPE

REVISION

MATERIALS

(not all indications used in this set)



SITE AND BUILDING INFORMATION:

MAP TAX LOT: ZONING: R15

EXISTING LOT COVERAGE = 3,675 SQ. FT. OR 32%
MAX LOT COVERAGE ALLOWED = 35%

NO INCREASE TO LOT COVERAGE: THE NEW BOATHOUSE DOES NOT CROSS ONTO THE PROPERTY. WORK RELATED TO THE AERIAL TRAM IS BELOW THE EXISTING DECKS AT THE EXISTING PRIMARY RESIDENCE (AT TOP OF THE AERIAL TRAM)

SHEET INDEX:

- A0.0 PROJECT INFORMATION AND PARTIAL SITE PLAN
- A1.1 EXISTING FLOOR PLAN
- A2.1 PROPOSED FLOOR PLAN
- A2.2 PROPOSED ROOF PLAN
- A3.3 BUILDING SECTION
- A4.1 3D MODEL IMAGES

1 AERIAL PHOTO
NTS



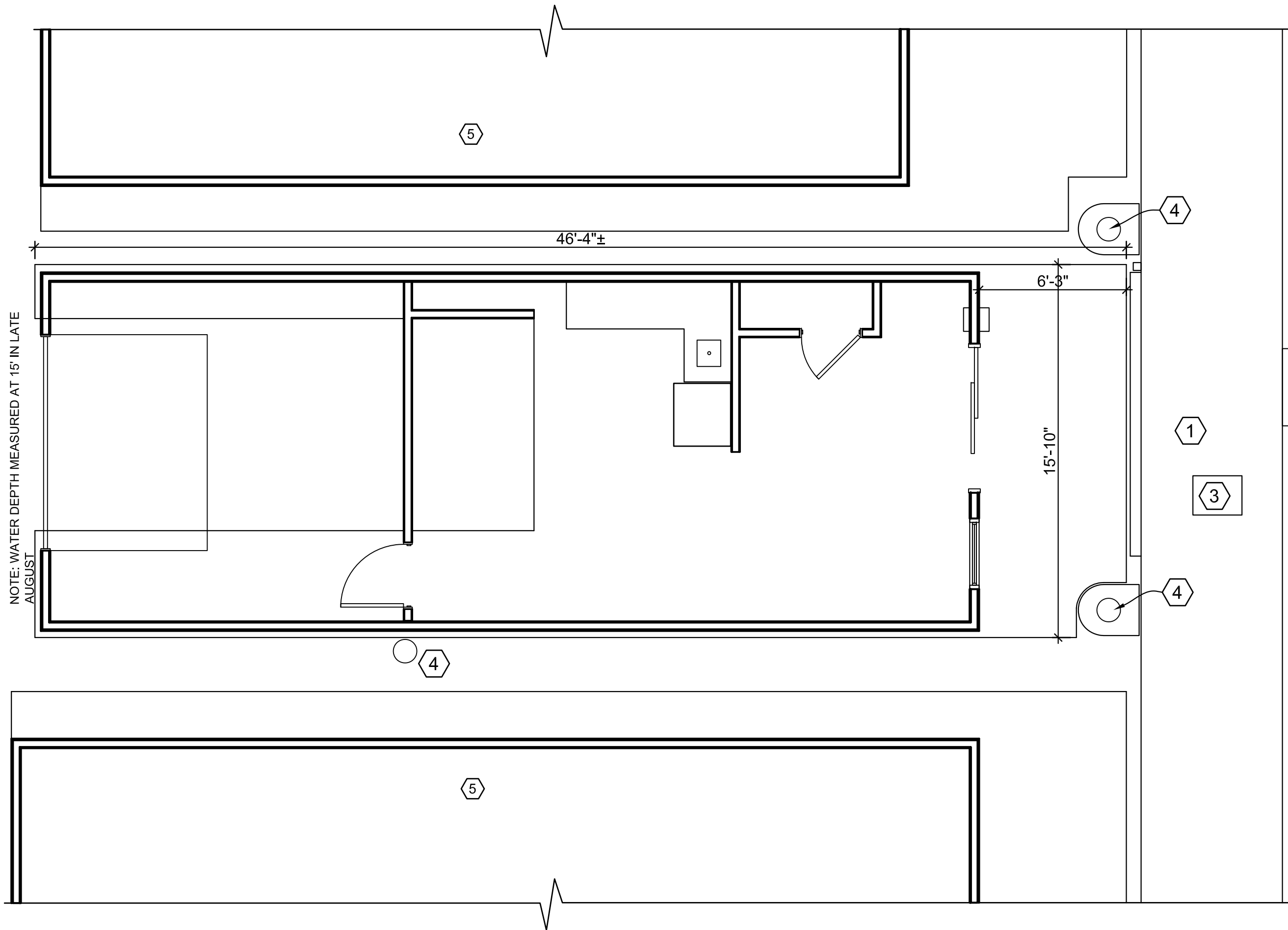
COVER SHEET

SD Set - March 10, 2022
Logsdon Boathouse
Hood River Moorage & Marina,
Hood River, Oregon

A0.0

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FIRST FLOOR PLAN KEY NOTES

- ① EXISTING WALKWAY, 13-14" ABOVE WATER
- ② EXISTING ELECTRICAL SERVICE
- ③ EXISTING ACCESS PANEL IN WALKWAY
- ④ EXISTING PILE/ DOLPHIN
- ⑤ EXISTING ADJACENT BOATHOUSE

NOTE: WATER DEPTH MEASURED AT 15' IN LATE AUGUST

1 EXISTING FLOOR PLAN
1/4" = 1'-0"



EXISTING FLOOR PLAN

SD Set - March 10, 2022
Logsdon Boathouse
Hood River Moorage & Marina,
Hood River, Oregon

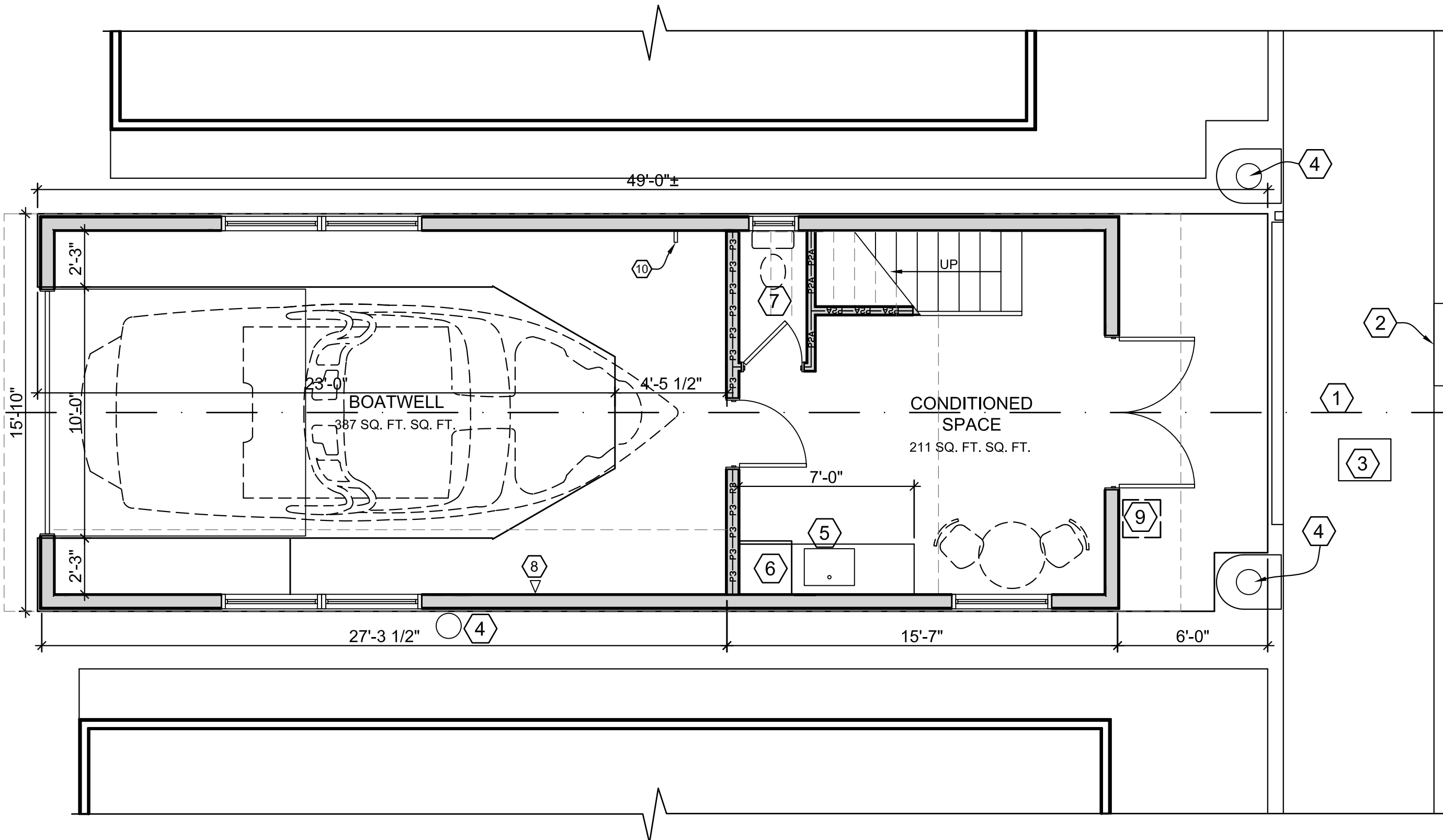
A0.1

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FIRST FLOOR PLAN KEY NOTES

- ① EXISTING WALKWAY, 13-14" ABOVE WATER
- ② EXISTING ELECTRICAL SERVICE
- ③ EXISTING ACCESS PANEL IN WALKWAY
- ④ EXISTING PILE/ DOLPHIN
- ⑤ SINK IN CABINET
- ⑥ MID SIZE REFRIGERATOR
- ⑦ INCINERATOR TOILET
- ⑧ HAND HELD SHOWER
- ⑨ UTILITY ACCESS PANEL AT FRONT DECK AREA
- ⑩ HOSE BIB IN BOAT WELL AREA

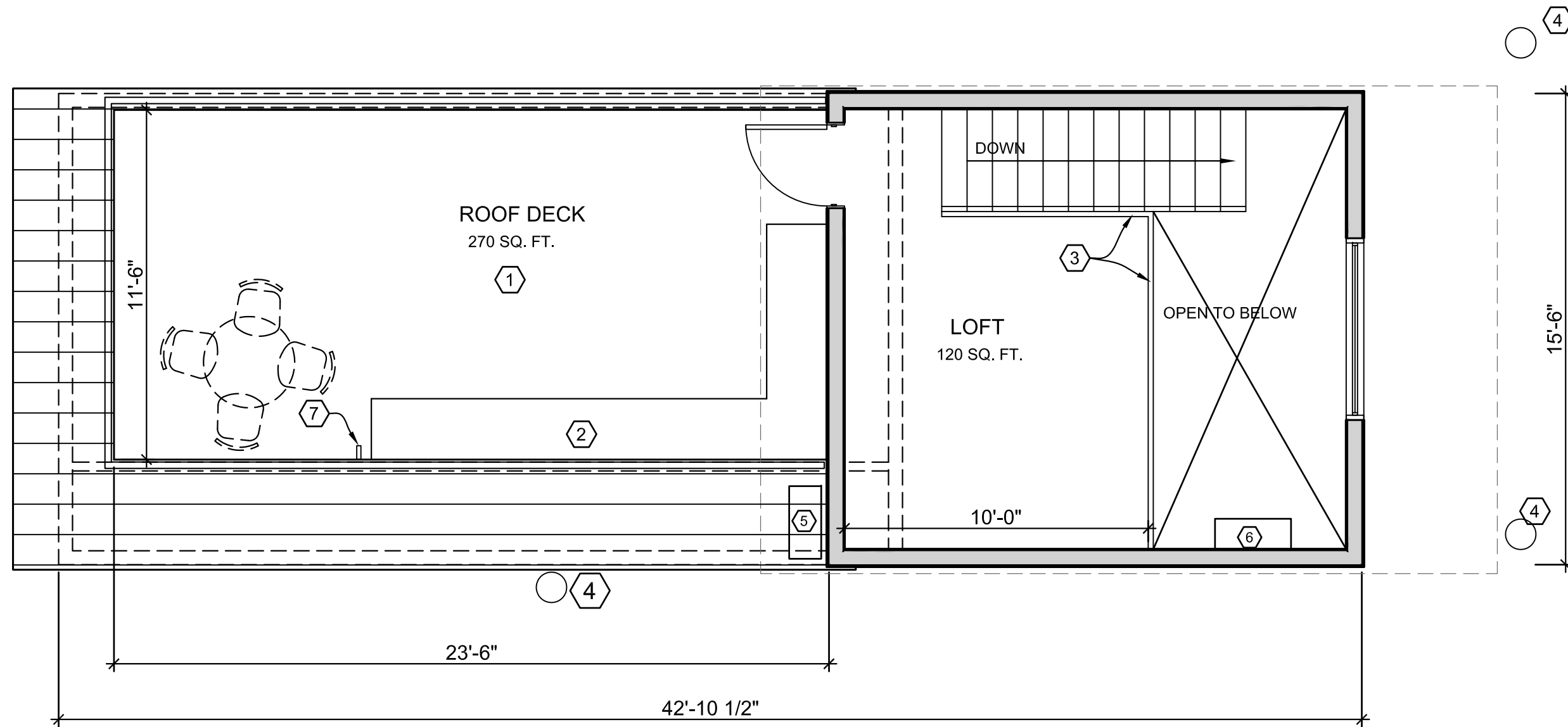


1 PROPOSED FLOOR PLAN
1/4" = 1'-0"

PROPOSED FLOOR PLAN

SD Set - March 10, 2022
Logsdon Boathouse
Hood River Moorage & Marina,
Hood River, Oregon

a2.1
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FIRST FLOOR PLAN KEY NOTES

- ① DECKING OVER HEATED MEMBRANE ROOF
- ② 24" DEEP BENCH
- ③ 36" HIGH GUARDRAIL AT STAIR AND LOFT AREA
- ④ EXISTING PILE/ DOLPHIN
- ⑤ MINI SPLIT CONDENSER
- ⑥ INTERIOR WALL HUNG MINI SPLIT UNIT
- ⑦ HOSE BIB

1 PROPOSED PLAN AT ROOF BALCONY AND LOFT LEVEL 1/4" = 1'-0"

PROPOSED ROOF PLAN

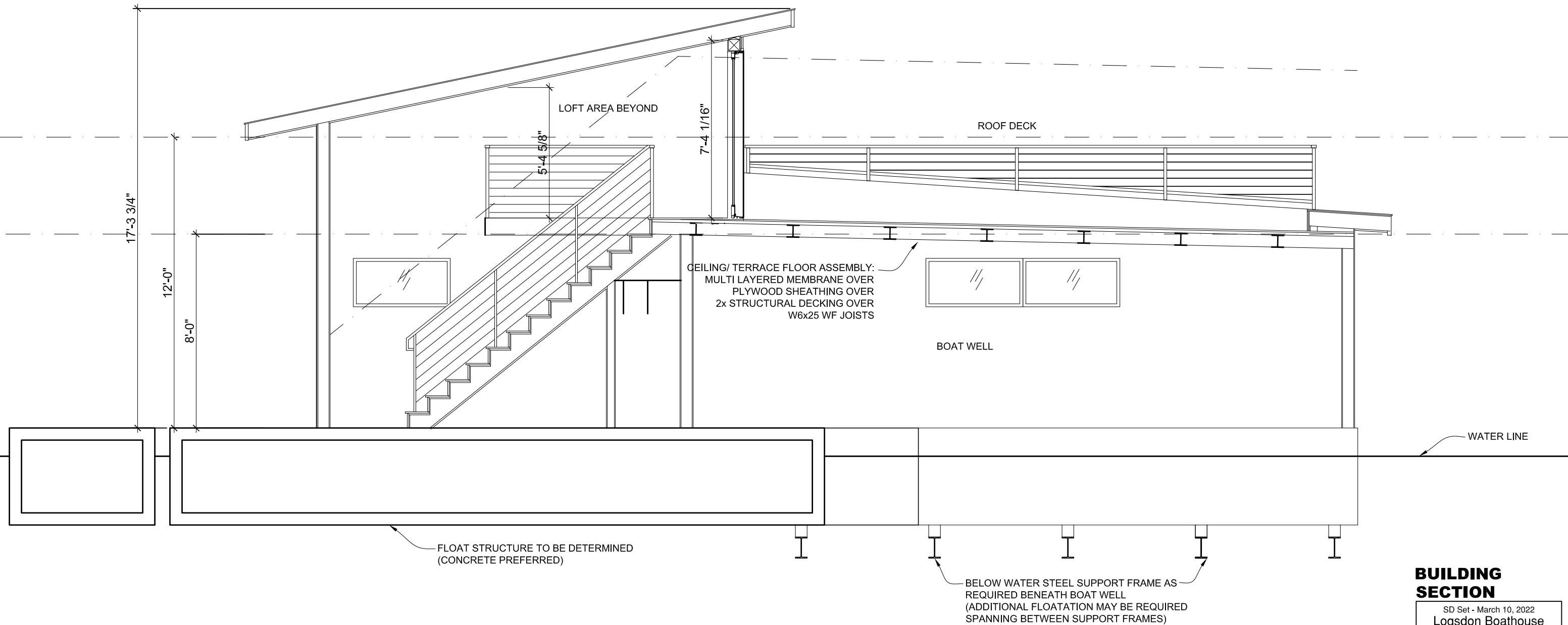
SD Set - March 10, 2022
 Logsdon Boathouse
 Hood River Moorage & Marina,
 Hood River, Oregon

A2.2

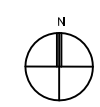
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1 BUILDING SECTION - LOOKING SOUTH
1/4" = 1'-0"



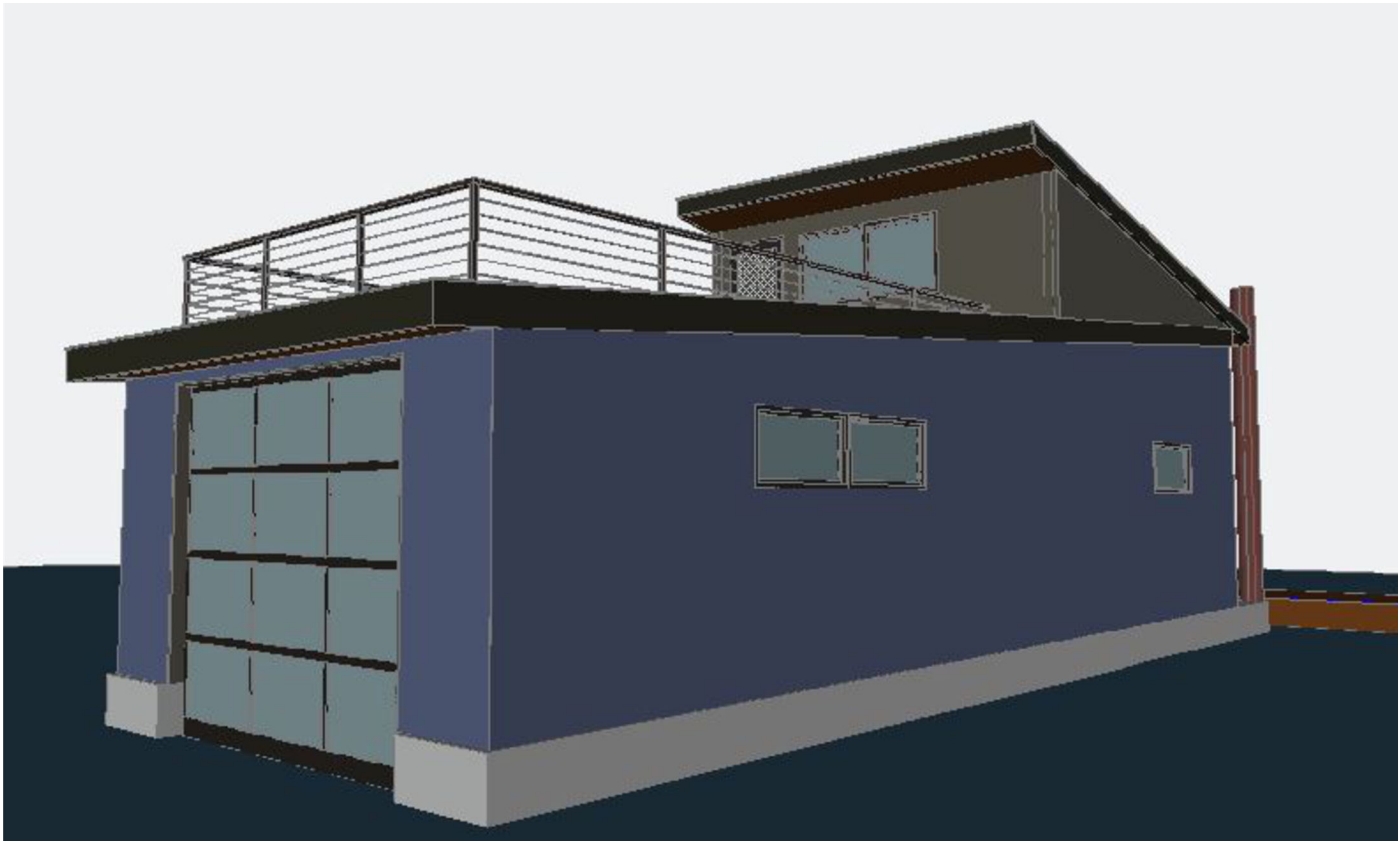
BUILDING SECTION

SD Set - March 10, 2022
Logsdon Boathouse
Hood River Moorage & Marina,
Hood River, Oregon

A3.3

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**3D MODEL
IMAGES**

SD Set - March 10, 2022
Logsdon Boathouse
Hood River Moorage & Marina,
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A4.1

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8-11--2022

To: Port of Hood River

Regarding: Boathouse Recommendations

The purpose of this report is to evaluate boathouse services within the Port of Hood River Marina to help Commission and Staff determine the best path for compliance, regulation, management, future maintenance, and obligations.

Overview

To establish a baseline of understanding, many terms and definitions are partially interchangeable, and sometimes confused. Terms can include moorage, boathouse, houseboat, floating home and combos. Marinas typically have space to moor boats on a short- and long-term basis. Some marinas have covered slips that consist of a roof supported on the dock system. The next step is a boathouse that is a floating structure that consists of an enclosed boat garage with electric power and limited water for washdown. Some boathouses can include a small shop or area to include facilities to supplement the boat use such as a work bench and storage. The progression of a boathouse can include additional area for gathering and possibility occasional sleeping. Some boathouses have limited plumbing fixtures that may include a sink and a toilet to support the primary use of a boathouse.

A Combo continues the transition from a boat storage area to a living/boat storage system. It would include a boat garage, but much larger living facility including multiple plumbing fixtures. The final stage is a permanent floating home moored within the marina that would accommodate a liveaboard situation. There are also houseboats that are self-propelled with motors that are used for dwellings and would only be moved occasionally.

The utilities required for these options are typically provided by the moorage or marina, be it a private system, operator or public entity with operation and maintenance fees paid by the moorage user. Capital upgrade costs are typically paid by the user either through a special assessment or integrated in the monthly fees.



Floating Boathouse (Richardson Docks)



Multi-story Boathouse (Flowing Solutions)



Floating Home (Flowing Solutions)



Houseboat (Houseboating.org)



History

While people living on the river has been occurring for thousands of years in various types of floating homes, collection of sewer and wastewater was either not practical or deemed important. The Clean Water Act of 1972 initiated significant change with the United States with clear goals of eliminating point sources of contaminants. Federal regulation was mirrored in local regulations and improvements were integrated into moorages where floating homes were located. This occurred both to comply with clean water regulations and for visual and health reasons.

As traditional boathouses did not have any plumbing fixtures, compliance with discharge of wastewater regulations was streamlined. A small collection of boathouses moving along the spectrum toward houseboat classification included more extensive plumbing fixtures without the requisite moorage systems to collect and dispose of sewage and wastewater. These legacy boathouses, out of compliance with federal and state regulations, are generally addressed by moorage owners as they are discovered. This is the case recently encountered by the Port of Hood River within the marina.

The Columbia River is classified as a water of the state, and per Oregon State Revised Statute no garbage or sewage shall be discharged or allowed to enter the water of the state from any building or structure. Specifically, prior existing plumbing fixtures for wastewater and sewage must be discharged into a sewerage system, tank or other disposal system as approved by ORS code as detailed below.

468B.080 Prohibitions relating to garbage or sewage dumping into waters of state. (1) No garbage or sewage shall be discharged into or in any other manner be allowed to enter the waters of the state from any building or structure unless such garbage or sewage has been treated or otherwise disposed of in a manner approved by the Department of Environmental Quality. All plumbing fixtures in buildings or structures, including prior existing plumbing fixtures from which waste water or sewage is or may be discharged, shall be connected to and all waste water or sewage from such fixtures in buildings or structures shall be discharged into a sewerage system, septic tank system or other disposal system approved by the department pursuant to ORS 448.305, 454.010 to 454.040, 454.205 to 454.255, 454.505 to 454.535 and 454.605 to 454.755 and ORS chapters 468, 468A and 468B.

(2) The department may extend the time of compliance for any person, class of persons, municipalities or businesses upon such conditions as it may deem necessary to protect the public health and welfare if it is found that strict compliance would be unreasonable, unduly burdensome or impractical due to special physical conditions or cause or because no other alternative facility or method of handling is yet available.
[Formerly 449.150 and then 468.770]

To ensure compliance with this code section, the Port shut off potable water service to the boathouse dock and established a process to review plumbing within the existing boathouses. As part of this process the OSMB and DEQ were notified of the Ports effort with compliance and tenants were notified of the ORS statute and of their responsibility to comply.

Options

The primary risk factor for compliance within the boathouse moorage is plumbed and pressurized potable water to each structure. The definitions for dwelling and occupancy is also tied closely to providing water and sanitation in some codes. To help understand the options, several criteria are provided which include 1) Will equivalent service be provided; 2) Risk of non-compliance; 3) Cost to Port or pass-through costs, 4) Long term impacts. The options are generally listed in order of cost.

- A. By temporarily disconnecting the full water service to the main walkway, immediate compliance was ensured. However, lack of water service reduces the level of service below the open slip moorage. This option has no additional cost to the Port, however not providing water would likely require an equitable reduction in rent to offset the lack of basic services. There is also risk tenants could develop alternate solutions such as hoses across the walkway from the open slips to wash boats and other basic marine requirements. This option is not recommended.
- B. An air gapped water supply would eliminate the direct plumbed connection to the boathouses and significantly reduce the risk of non-compliance. This option would include placement of hose bibs near each group of boathouses to allow the tenants to hook up a temporary hose for basic marine use related to the boats and cleaning and provide equivalent service to the open moorage. We would recommend adding several standing hose bibs on the opposite side of the walkway to reduce the risk of trip hazards from hoses crossing the deck while tenants on the east side use the water. The existing water connections could be simply modified to provide the service. This option would have a very low cost to the Port and future impacts would remain the same as the current system operations with winterization still required.
- C. An option exists that could improve the level of service beyond option B and maintain a good level of compliance. This would include allowing tenants to use approved self-contained toilet systems such as an Incinolet or Composting Toilet in the boathouse. These systems are used in many boathouse moorages and in RV's and boats. Hand sanitation would consist of non-water-based cleaners such as a standard port-a-potty. A marine toilet and black tank would require plumbed water and require the users to transport the waste to the pump out station and is not a reasonable alternate to ensure compliance with the rules. This option would provide nearly equivalent level of service to the boathouse users to past conditions but would require a small capital investment on their part, and likely much less than their share of a plumbed DEQ solution. This option has a low risk of non-compliance and would not have additional Port costs or maintenance costs.

- D. Plumbed water service with a DEQ approved pump service will require design, permitting and construction costs. These systems typically require each boathouse to install a ‘honey pot’ which is a small tank in which all drainage fixtures are connected. The wastewater drains by gravity into the tank and when full, a pump turns on and pushes the water via pressure into a small gravity line within the dock. The wastewater drains into a large pump station and tank on the dock. When that tank is full, the pump turns on and forces the wastewater down the marginal walk and up the gangway and into a city (Port) system. As we understand, there is a pump station at the restroom that would be the closest logical receptacle of wastewater. In this case the wastewater would require pumping 3 times to reach the nearest city owned system, with each pumping cycle there is cost and maintenance required. There will also be a significant capital requirement for each tenant to install an approved honey pot, electrical service and piping modification. The Port will be required to design a full sewage pump station, force main and go through the DEQ approval process. Finally, because of the distance to the restroom pump station a rather long section of the upland area would need to be either trenched or directionally bored. This option will provide an enhanced level of service to the tenants and effectively eliminate risk of non-compliance. This option would have a significant cost to the Port that would likely need to be passed on to the small group benefiting. There would also be a long term operational and maintenance cost for this additional system. These systems are not unusual or complex and newer systems tend to be much more reliable, but it would be a new system to manage by Port staff.

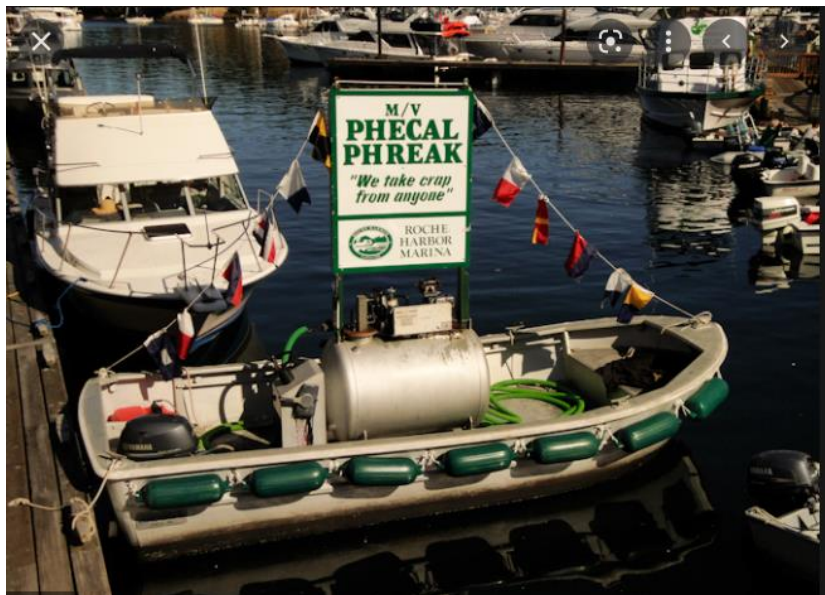


Small Sink Drain Pump System Installed At Boathouse



Component of Marina Pump Station

Marinas with a large number of visiting boats and anchored boats will have a pump out service for the moored boats, however this typically fee to cover the boat cost, labor and maintenance, and would not be a viable option for a small number of boathouses. This option was not investigated, but a photo is shown below of a service in Roach Harbor Washington.



Roach Harbor Mobile Pump Out Service (Favors Ventures)



3305 SW 87th
Portland, OR 97225
(503) 297-6311P

Summary

The Port is working on a joint effort with boathouse tenants to ensure compliance with DEQ rules related to discharge of wastewater into the river. This effort will also help ensure the Port maintains its' Clean Marina status and maintain high water quality, as waterfront recreation and a healthy riparian ecosystem are key components of the appeal of Hood River and the Ports efforts. This document provides basic information and support for options that could be considered by the Port Commission and basic recommendations that minimize costs while providing an equivalent level of service.

Based on our review we recommend the Port proceed with Option B, and air gapped system and provide additional hose bibs so each side of the dock has access to water when needed. We also recommend self-contained toilets be allowed within the boathouses to reduce the risk of non-compliance and allow the tenants an option to the available upland restroom. By eliminating a permanent connection to the Port potable water system, and clearly stating the DEQ regulations in revised leases, the Port risk of non-compliance where the public could be held responsible for would be greatly reduced.

8-11--2022

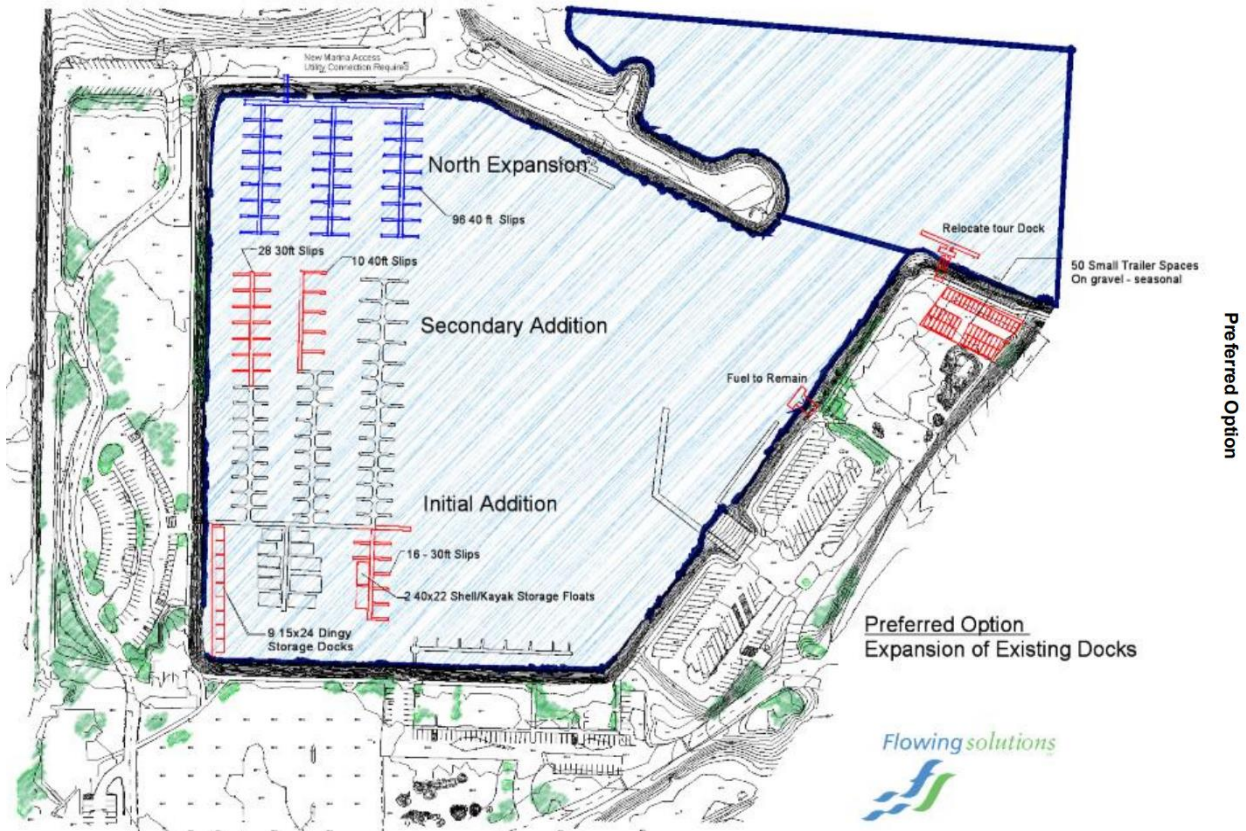
To: Port of Hood River

Regarding: Boathouse Dock Utilization and Structure Review

The purpose of this document is to provide additional information and options for the Port of Hood River Staff and Commission related to the existing boathouses and future lease considerations.

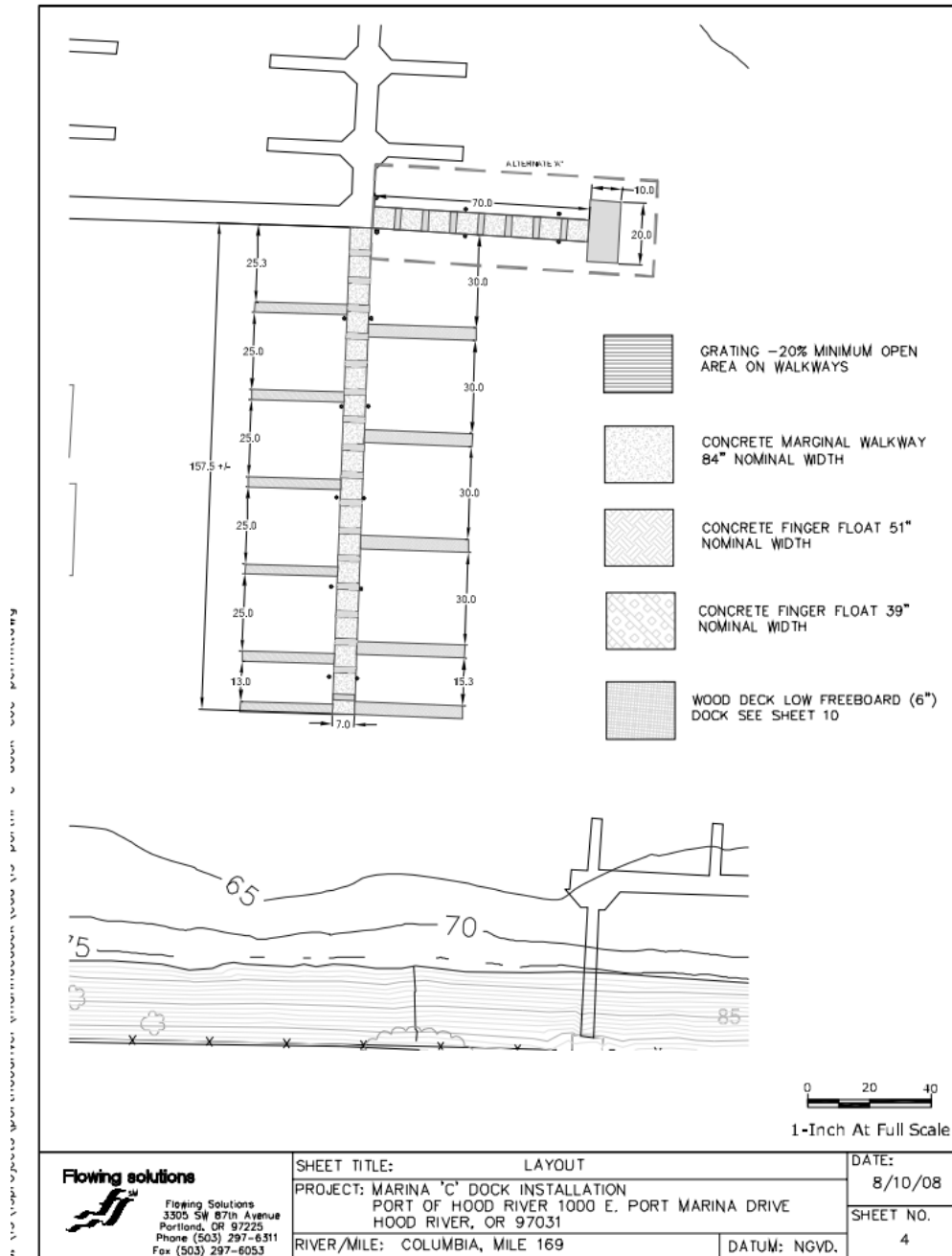
Overview

The existing boathouses have been part of the Port of Hood River Marina for many years. Flowing Solutions prepared a “Marina Basin Planning Study” December 2007 to evaluate existing and future anticipated uses and to help the Commission prioritize investments to meet the public need and objectives of the Port. The plan included areas for many of the uses today and various recommendations were implemented by the Port since that plan was adopted.



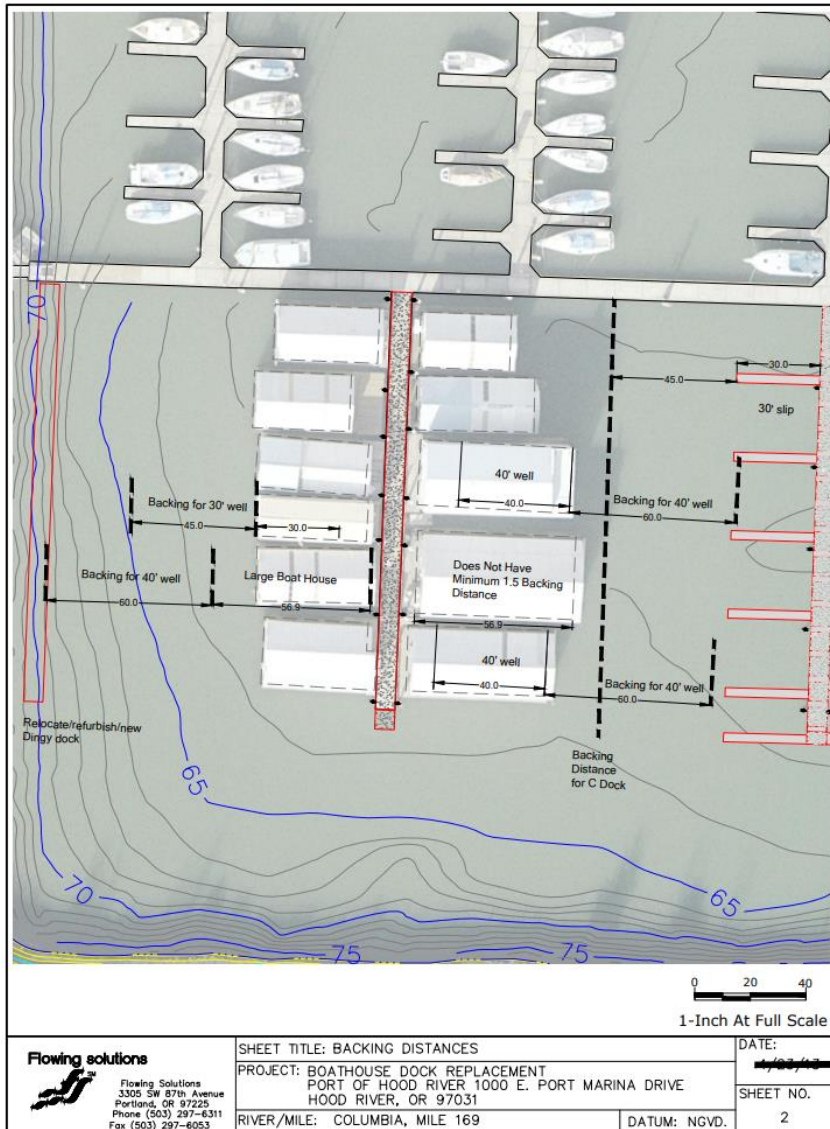
2007 Marina Basin Planning Study

The first project implemented was an upgrade to the south side of C dock in 2008. The decaying dock was completely replaced with a new concrete walk, upgraded utilities and modern spacing for boats. This work also anticipated future boathouse dock upgrades in the layout.



2008 C-Dock Permit Drawings

The second major project to be planned and completed was the Boathouse dock replacement. This major project included replacement of the aging dock and upgrade of the electrical system servicing each boathouse. The boathouse dock included special consideration of the loads for the floating structures. The dock was specifically designed for boathouses and the connection points were semi-custom to each structure and to match the existing piling. The project did not include piling work, unlike the C-dock project. Each project utilized a different base structural float system and changes to the boathouse dock would be difficult.



2013 Boathouse Dock Replacement Backing Distance Plan



Options

At least six options exist for the current boathouse moorage area which include:

- A. No action, no changes
- B. Expansion within footprint to limits set by C-dock backing distance
- C. Convert to open slips
- D. Replace dock with open slips, allow personal hydro hoists with covers
- E. Convert to covered moorage
- F. Revise marina plan, include reconfiguration to work with bridge replacement, repurpose existing boathouse dock in new location with new use.

Option A would require no immediate action, but several provisions should be included in revised leases. These would include provisions to comply with the DEQ rules, foam encapsulation requirements, periodic inspections, and should also include enhanced consideration for fire protection and electrical systems, based on recent issues at the Port of the Dalles. This option would have minimal cost to the Port but depending on the condition of the boathouse, potentially moderate cost to the tenants. The key criterion with this option is the boathouse would be limited to the existing footprint.

Option B is similar but would allow boathouse changes within the area identified in the 2013 plan, or another agreeable boundary as established by the Port. An update of the boundary may include new usage and boat sizes within the C-dock area. This option would require boathouses meet all DEQ and OSMB rules, but would allow larger boathouses, if they are upgraded to meet current structural and to be developed scale and aesthetics criteria. New construction would be required to meet current fire codes, wind loads, snow loads and be designed by appropriate engineering team familiar with floating structures. This option would have minimal cost to the Port, but significant cost to the boathouse owner if they choose to make modifications and expand within their footprint.

Option C would include conversion of the boathouse area to open slips. Due to the monolithic construction of the dock system, attachment of the fingers would be very difficult. The dock is not modular and was not designed for finger attachments. It also does not have utility ports cast into the concrete in the required locations which would create logistical challenges. Typically, monolithic docks include pockets for the structural pins in the original design.

Option D would address the monolithic reconfiguration problem by replacing the entire dock with a new system designed to include fingers with utility services to each slip, like the C dock, or no utilities like the South Basin dock. The existing boathouse dock could easily be reconfigured and used for a transient dock in place of the old sea-plane dock, replacement of the fuel dock, or moved to the north side of the marina for other uses. The existing boathouse dock still has many years of functionality, and modern docks typically have at least 30-50 years in protected basins. This option would have a major cost for repurposing the existing dock, and replacement with new docks and utilities. A new dock could also include provision for securing boat lifts provided by the tenant. These systems include a lift, and many include a cover. Modern wake board boats are typically removed from the water during winter, and due to the investment, many owners prefer they be stored dry and not collecting river growth. This option would include service for more boats due to the more efficient use of space.



Sunstream Boat Lift with Cover owned by tenant (Flowing Solutions)

Option E would include replacement of the boathouse dock with a covered moorage. Construction is similar to an open slip moorage, but the dock is designed to also float a roof. Covered moorages can also be combined with a boat lift. This marina would have a more uniform aesthetic and rents in covered moorage are typically higher. Modern covered moorages are designed for snow loads, more structurally sound and require minimal maintenance since they are fabricated from steel tubes and metal roofs. Of the options presented, this would be the most expensive, but also result in the highest rent revenue potential. Level of management effort would be similar to the existing open slip marina at the Port.



Covered Moorage Port of Kennewick

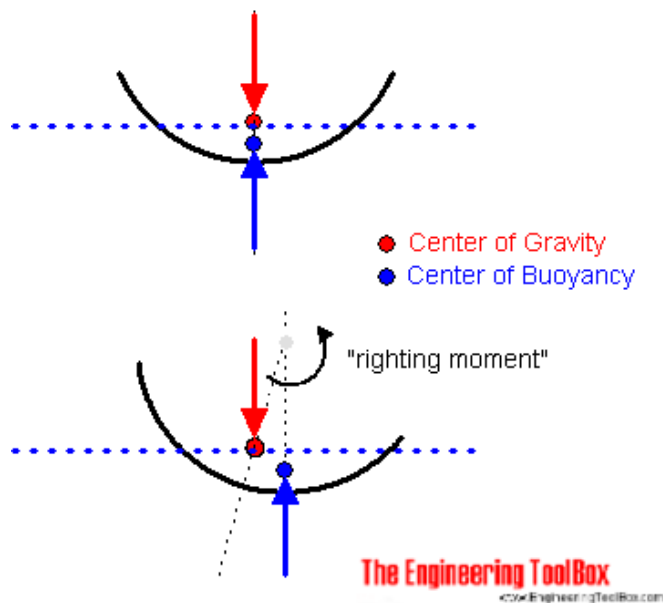
Option F would include conducting a market assessment for current and future uses, determining the service areas both current and anticipated, and updating the moorage plan based on the bridge replacement project area utilization. There will likely be temporary and permanent impacts from bridge construction, thus planning for future recreational components could leverage those changes and any potential temporary staging areas. We recommend Option B in the short term but work on Option F with the community to update the waterfront recreational plan. Option B requires a minor investment from the Port to manage the facility and flexibility for the tenant based on their choices for what to do with their personal boathouse. It would ensure existing boathouses are brought to a minimum fire/life safety standard, and if significant modifications are selected at any point, the structure would be replaced with a modern structure.

Structural Considerations

Modification to existing boathouses can range from simple to complex as stability needs to be evaluated. A floating structure is only supported by the water displaced by floatation. Adding weight above the waterline impacts roll stability and requires more foam flotation. Adding materials not typically used on floating structures, like tile roofs, slate floors and granite counters was never considered until the recent explosion of floating homes in big cities.

These trends are so worrisome that some municipalities started to regulate floating structures, including floating homes and boat houses, with a special code recognizing the additional complexity. The most comprehensive and applicable code exists in Portland, Oregon.

Portland Code, know as Title 28, requires engineered construction of new/complex floating homes. Stability calculations are a key factor to prove the structure is safe and will not roll over under maximum loading that may include wind, snow, and people. The fundamental concept is simple but can be more complex to determine and to review for a local building official. In general, the taller a structure the higher the center of gravity and further that point gets from the center of buoyancy located below the water. Tall structures may require deeper floats, or a wider base to achieve the need stability. The following graphic shows how misalignment of the two key calculated points can cause stability issues. The code from Portland uses similar terms and provides a required ratio and maximum amount of list (tip).



Excerpt of Portland Title 28, Floating Structures Code: 28.05.010

4. Stability with short term, off-center loading or wind loading. The floating structure when subjected to either short-term off-center loading or wind loading shall not exceed the following limitations:

a. The maximum angle of list shall not exceed 4.0 degrees, or the clearance above water when measured from the water line to the top of the first floor or deck shall not be less than 1/3 of the normal clearance above water, whichever is the more restrictive.

b. The ratio of resisting moment (M_r) to applied moment (M_a) shall be equal or greater than unity:

$$\frac{M_r}{M_a} > 1$$

The resisting moment due to buoyancy (M_r) shall be computed about a longitudinal axis passing through the center of gravity at a list angle of not more than 4.0 degrees.

c. The minimum off-center loading shall be considered as applicable to the completed structure and shall be considered in addition to all dead loads. It shall consist of a minimum live load of 100 pounds per lineal foot of floor length at the first floor and 50 pounds per lineal foot of floor length at each additional floor or loft. If the width of the floor or loft exceeds 20 feet then the load shall consist of 5 pounds times the width of the floor per lineal foot of floor length at the first floor and 2.5 pounds times the width of the floor per lineal foot of floor length at each additional floor or loft. These uniform live loads are to be applied halfway between the center of gravity and the outside edges of the floors. The overturning moments resulting from the off-center loadings (M_a) shall be computed about both sides of the center axis of gravity.

d. Other appropriate eccentric or off-center loading due to wind, snow, live loads or combinations of these or other similar loads as may be determined to apply by the engineer of record, shall also be considered.

Additional height may also include additional weight if an occupied floor is added or storage. If this additional height is just required for a taller boat much less weight would be added, however the area subjected to wind and wind load would be higher. Additional weight above the waterline, requires an equal amount of flotation below water to lift the structure. This could be accomplished by wider floats, or deeper floats. Deeper floats lower the center of buoyancy which also influences the stability. It is a complex interaction that requires expertise, calculations of weight in structure and distance from the center.



Multi-story Floating Home (Flowing Solutions)



Multi-story Boathouses Columbia River Yacht Club (Flowing Solutions)



Combo – Floating Home with Boat Garage (Flowing Solutions)

While currently not a problem, basin depth could control overall boathouse depth as large, tall, and heavy floating structures require the moorage depth to be maintained at the maximum depth plus a factor of safety to prevent grounding and damage to the structures. Some floating home communities provide a minimum depth provided during low water, effectively controlling overall height of the buildings. If tenants build inefficient structures with significant weight, they are held responsible for additional dredge work, or understand grounding may occur. Consideration of a minimum provided depth could be integrated into any revised moorage leases. This would be applicable to floating structures and vessels.

Floating structures rely on some form of floatation such as traditional logs, HDPE floats filled with foam, or foam covered with a minimum thickness of plastic. They all provided the same function, to displace water. All foam needs to meet OSMB encapsulation requirements, which clearly states minimum requirements. These requirements are listed in OAR 250-010-0700 and OAR 250-010-0705 defining and specifying minimum acceptable systems. The OSMB periodically updates a certification form that should be included with each new lease also, currently it is titled “Foamcertform.pdf”

Fire and life safety are a very important consideration to include in review of the boathouse moorage. Enclosed structures, legacy electrical systems and wood construction can result in a higher fire danger than traditional boat slips. Modernization of electrical panels, verification any heating elements meet UL requirements and clear parameters for storage of chemicals would be some minimum criteria to include in the yearly boathouse inspection program. Any new floating structure would be required to meet UBC and modern electrical codes. In addition, the floating structure should be designed with stamped drawings and buoyancy calculations prepared by a professional engineer or marine architect



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(503) 297-6311P

skilled in such structures for the conditions present at the Port of Hood River, including significant wind exposure and snow/ice.

Another important review would include aesthetic concerns. While not in the Columbia River Gorge Scenic Area, some component of visual subordinate could be included. This might include use of materials and colors to minimize the visual obstruction caused by a large boathouse. Requirement for a permanent roof system, to avoid blue plastic tarps, prohibition of temporary pop-up roofs beyond a short duration. This currently is not a problem at Port of Hood River, however establishing some type of minimum level of permanence and aesthetic standard, combined state OAR and OSMB compliance would help maintain the boathouse moorage to a level consistent the open slip moorage and reduce staff time necessary for management.

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PORT OF HOOD RIVER MARINA
BOATHOUSE LEASE

Effective Date: January 1, 2014

Boathouse Slip Number: ###

LEASE PREREQUISITES

THIS AGREEMENT WILL NOT TAKE EFFECT WITHOUT THE FOLLOWING INFORMATION AND TENANT ACKNOWLEDGMENT			
Boathouse Owner's Name:		Insurance Agent & Phone #:	
Mailing Address:		Boathouse exterior dimensions	
Physical Address:		Boathouse OSMB Plate #	
Primary Phone:		Watercraft name	
Alternate Phone:		Watercraft length and width	
Email Address <i>(please print):</i>		Watercraft fuel capacity	
Emergency Contact Name & Number:		Watercraft OSMB Registration #	
Co-tenant (if applicable)			
Mailing Address:		Physical Address:	
Primary Phone:		Alternate Phone:	
Email Address <i>(please print):</i>			
By initialing immediately following this sentence, Tenant and co-tenant (if applicable) acknowledge(s) receipt of this Boathouse Lease, including the Port of Hood River Marina Rules and Regulations, which are a part of this Lease. Initials _____			

THIS AGREEMENT WILL NOT TAKE EFFECT WITHOUT THE FOLLOWING INFORMATION PROVIDED AND ACCEPTED BY THE PORT			
Proof of Boathouse Ownership provided	Y / N	Port Staff approved	Y / N
Proof of Boathouse Insurance provided <i>\$500,000 general Port named as additional insured</i>	Y / N	Port Staff approved	Y / N
Proof of Watercraft Ownership provided	Y / N	Port Staff approved	Y / N
Proof of Watercraft Insurance provided <i>\$500,000 general, \$25,000 pollution Port named as additional insured</i>	Y / N	Port Staff approved	Y / N

LEASE AGREEMENT

Lessor, The Port of Hood River, an Oregon municipal corporation (“Port”), hereby leases to **Tenant**, XXXXX on the Effective Date, XXXXX the Boathouse Slip identified above, pursuant to the following terms:

DEFINITIONS:

“**Boathouse**” means a floating structure whose primary use is the protected storage of boat and related marine equipment. Boathouses may include habitable spaces so long as these are subordinate to the primary use. Bathrooms are limited to portable toilets. Tenant must dispose of sewage and greywater only through an on-shore sanitary sewer system and in conformance with DEQ regulations. It is specifically prohibited to use a boathouse as a “dwelling unit” as defined in ORS 90.100(11) under the provisions and terms of this Agreement. The maximum size of any Boathouse shall be 45 x 35 feet, and single story in height. However, Tenants with valid Port rental agreements in effect on October 1, 2013 shall retain the right to maintain the existing dimensions of their Boathouse if they exceed the maximum size.

“**Leased Area**” means the water surface occupied by a Boathouse, including any attached structures, such as decking and boathouse flotation logs, as measured by the furthest outside dimension of length and width forming a rectangle. The Leased Area of this Agreement is XXX feet by XXX feet. The

location of the Leased Area shall be identified by the Boathouse Slip Number noted above. The Port reserves the right to re-locate the Leased Area if circumstances warrant, in the Port's discretion.

RENTAL RATE: Each year Tenant shall pay to Port a per square foot rate for the Leased Area as determined by the Port Commission. Each January Tenant will be issued an invoice for that year's lease payment. Tenant may choose to pay for annual moorage with a single payment that is due by January 31 of the lease year; or Tenant may choose to pay half of the moorage lease rate by January 31 with the balance paid in full by April 30 of the lease year. The two-payment method will incur a carry-over fee of \$15 payable by January 31 of the lease year.

ADDITIONAL RENT: See Moorage Rules and Regulations for more information.

Tenant shall also pay the Port:

- a) 2013 Special Assessment of \$675 payable annually January 31 during each year of the lease term, but not after 2023 (for marina-wide electrical upgrade, Boathouse dock replacement, and Boathouse dock engineering and permit fees).
- b) 2014 Special Assessment of \$975.77 payable annually by January 31 during each year of the lease term, but not after 2024.
- c) Any other special assessments or adjustments of the above approved by the Port of Hood River Commission, through a lease amendment.

RATE ADJUSTMENT: The Rental Rate may be adjusted annually based on the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period as taken from the Portland Metro Area index at the sole discretion of the Port. In no case shall this adjustment exceed the rate adjustment applied to Port Marina boat slips. The 2013 and 2014 Special Assessments shall not be subject to a rate adjustment.

TERM: The Term begins on the Effective Date. The term shall be at least five years, as described below.

ROLLING RENEWAL: If this Agreement is in effect on December 31 any year, then on January 1 of the following year it shall renew for a new five-year term. However, such automatic five-year renewal shall not occur if by November 1 the Port or Tenant provides to the other written notice that this Agreement will not be renewed for another five-year term. In such case, the tenancy ends when the current five-year term ends, i.e. on December 31 four years later. The Port in its sole discretion may choose to not extend this Agreement when it finds Tenant has breached this Agreement, and/or failed to properly maintain Tenant's boathouse.

PERMITTED USE: The Leased Area shall be used for the moorage of a Boathouse and for no other purpose without the express consent of the Port. Tenant, her/his agents, assigns, heirs and successors are absolutely prohibited from using the boathouse moored by authority of this lease as a dwelling unit or residence as defined under the Residential Landlord and Tenant Act as set forth in ORS 90.100 to 90.840.

LEASE TRANSFERS: Provided that all fees owed to the Port are paid, this Agreement is transferrable with the sale of the Boathouse, subject to the following conditions: 1) Transferee must present proof of title transfer; 2) Transferee must execute this Agreement; 3) Transferee must demonstrate compliance with the state marine board requirements, including registration.

INSURANCE/INDEMNITY: Tenant agrees at all times to hold the Port harmless against any and all claims and demands arising from the negligence or intentional misconduct of the undersigned, his or her agents, invitees or employees, and does specifically acknowledge that the Port is not liable under any circumstances for any loss or damage to the Tenant personally, or to any property Tenant owns or possesses located within the Marina, except as a result of intentional misconduct by the Port. Tenant shall maintain a watercraft insurance policy with general liability limits of at least \$500,000. If Tenant's watercraft has fuel capacity of 30 or more gallons, tenant shall also maintain, as part of the general liability coverage, pollution liability coverage to a limit no less than \$25,000. In addition, Tenant shall maintain a general liability policy with a liability of \$500,000. The Port shall be named as additional insured, and shall receive notice of cancelation not less than 15 days notice prior. Tenant shall provide certificates of said insurance satisfactory to Port upon demand. Failure to provide or keep in force such insurance shall be an act of default.

DEFAULT: Tenant shall be in default with respect to this Lease if Tenant: a) fails to pay rent or special assessments required within 10 days after payment is due; or b) fails to fulfill any other obligations under this Lease; or c) violates Port Moorage Rules or any other terms of this Lease.

NOTICE OF DEFAULT, CURE: Port shall notify Tenant of a default in writing. To avoid termination, Tenant shall cure a default within 10 days of the written notice and pay any fees or charges assessed. Provided, however, if the default is of a nature that it cannot be fully cured within 10 days, Tenant shall commence the necessary curative action within the 10 day period, obtain the Port's agreement to an alternate cure date, and proceed to cure with due diligence prior to that date.

TERMINATION: In the event of default other than payment default the Port shall have the right, after the 10-day period or alternate cure date has passed, to terminate this Lease. After termination, The Port shall

Boathouse Lease

have the right to retake possession of the Leased Area either by force, summary proceedings, surrender, or otherwise, and dispossess and remove therefrom the Tenant, his/her Boathouse and personal property. After termination Tenant shall remain liable for all obligations arising under this Agreement, including rents and special assessments, until those amounts are paid in full. The remedies provided herein 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 Port ordinances. Tenant waives service of notice of intention by The Port to reenter or of instituting legal proceedings. In addition, and at its option, the Port may prohibit Tenant from renting space in the marina in the future.

ATTORNEY FEES: In any action or proceeding for enforcement of the terms of this Lease, or the collection of any sums payable hereunder, whether judicial or non-judicial, Tenant agrees to pay, in addition thereto, a reasonable sum for Port's attorney fees and court costs before suit, at suit or on appeal.

STORAGE FEES: In the event that Tenant remains in possession of the Leased Area after expiration or termination of this Lease, Tenant agrees to pay to The Port as compensation a storage fee of \$25 per day for each day Tenant remains in possession. Payment of such fees shall not establish any tenancy rights in Tenant. No right created by this provision shall preclude The Port from obtaining other remedies created by this Lease or at law.

WAIVER: Waiver by Port of strict performance of any provision of this Lease shall not be a waiver of Port's right to require strict performance of the same or different provision in the future.

NOTICES: Any notice required or permitted under this Lease shall be given when actually delivered to or two days after deposited in the mail to the following addresses:

Lessor: Port of Hood River, Executive Director, 1000 E. Port Marina Drive, Hood River, OR 97031

Tenant: Address in Lease Pre-requisites section above. .

NEGLIGENCE: Tenant agrees at all times to hold the Port harmless against any and all claims and demands arising from the negligence of the Tenant, his or her agents, invitees, or employees, and Tenant does specifically acknowledge that the Port is not liable under any circumstances for any loss or damage to Tenant's person or property, except as the result of gross negligence on the part of the Port.

COMPLIANCE WITH PORT RULES: Tenant has received, read and agrees to abide by the current Port of Hood River Marina Rules and Regulations which apply to the Port Marina. Tenant also agrees to abide by any new or revised Marina moorage rule, regulation or ordinance adopted by the Port hereafter (current, new and revised marina moorage rules, regulations and ordinances, "Moorage Rules"). Moorage Rules
Boathouse Lease

shall be in effect on the date posted on the Port's website, or a later date if so specified by the Port, at www.portofhoodriver.com. It is Tenant's obligation to review the Port's website to determine Moorage Rules in effect. As a courtesy the Port may notify Tenant of changes in Moorage Rules changes.

DOCK CONNECTIONS: The Port intends to hire a contractor in the spring or summer of 2014 to remove existing docks and replace those with new docks for Boathouse connections ("Boathouse Dock Upgrade Project"). Tenant will allow Tenant's Boathouse to be disconnected from the present attached dock, floated to and stored on water at another location in the marina area, and re-connected to a new dock. Tenant will sign an agreement presented by the Port regarding the Boathouse Dock Upgrade Project prior to commencement of the work. New Boathouse connections and hardware shall be provided if needed and installed by the Port at Port expense as part of the Boathouse Dock Upgrade Project. After installation the maintenance and repair of such connections shall be the responsibility of the tenant who shall hold the Port harmless for the failure of any hardware or equipment provided by Port. Any future damage caused to the Port's dock system due to connection hardware failure or misuse shall be the Tenant's responsibility.

MAINTENANCE STANDARDS: Tenant is encouraged to keep their Boathouses in an attractive and presentable condition at all times based on industry standards for similar structures. Specific design standards for Tenant may be recommended by the Marina Committee for voluntary implementation.

INSPECTIONS: For the purpose of determining adherence to this Agreement, a Port employee or qualified official under direction of a Port employee may inspect a Boathouse after providing 24-hour notice to Tenant via phone call or email.

ALTERATIONS: Excluding normal repairs and maintenance, Tenant must obtain written approval of Port to modify a Boathouse 30 days prior to initiating work. Tenant shall not increase the size of the Boathouse without express approval of Tenant's proposed plans by the Port of Hood River Commission.

SAFETY VIOLATIONS: A Safety Violation is a condition at an individual Boathouse that presents a hazard to Boathouse Tenant or Boathouse Dock users as identified by the Port. Safety Violations must be remedied in a timely fashion as follows: 1) If Tenant does not remedy an Urgent Safety Violation within 24 hours of notice by Port, the Port may take reasonable steps to do so and charge all costs to Tenant. 2) If Tenant does not remedy other Safety Violations within 30 days of notice from the Port, the Port may take reasonable steps to do so and charge all costs to Tenant. Tenant shall pay costs within 30 days of billing.

COMPLIANCE WITH LAWS: Tenant, at its sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities and with any direction or any public official, pursuant to law, which shall impose any duty upon The Port or Tenant with respect to Tenant's use of the Leased Area.

LESSOR

Port of Hood River, a municipal corporation
Michael McElwee, Executive Director
Date _____

TENANT

XXXXXXX
XXXXXXX
Date _____

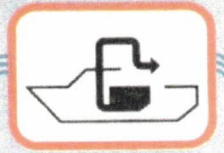
CO-TENANT

Date _____



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SECTION 4: SEWAGE



Sewage Disposal

Sewage discharges from recreational boats can contribute to a decreased level of water quality. While individual boats may only release small amounts of treated and/or untreated sewage, there are more than 160,000 registered boats in Oregon. The cumulative effect of boater sewage discharges, including graywater, can make a difference to water quality and can be hazardous to human and environmental health. Human wastes contain disease-causing bacteria, viruses, and parasites. People who contact water contaminated with human wastes, or eat contaminated fish or shellfish, can become seriously ill. In addition, the nutrients in boat sewage, even if treated, can stimulate algal growth in such large numbers that their decomposition uses up oxygen necessary for fish to live.

LEGAL REQUIREMENTS:

Vessels are prohibited from discharging untreated sewage in freshwater waterbodies, rivers, bays, and within three miles of the coast [40 CFR 140; ORS 468B.080]. Vessels are prohibited from discharging treated sewage and/or graywater (water from kitchen, bath, or laundry wastes) on all freshwater lakes, impoundments, reservoirs not accessible by boat to the ocean, and while moored [ORS 468B.080].

A Water Pollution Control Facility Permit is required before construction if you are building an on-site sewage disposal system which [OAR 340-071]:

1. Has a projected daily sewage flow > 2,500 gallons, or
2. Handles sewage with a greater strength than residential wastewater, or
3. Uses a technology identified by DEQ as warranting regulation.

For floating buildings, floating homes, and combos, a continuous connection to a DEQ-approved sewage system is required for human sewage and gray water (water from sinks, showers, and other fixtures that may release detergents, soaps, oils, and other contaminants into the water) [ORS 468B.080].

For liveaboards and houseboats moored and used as dwellings longer than 10 days out of 30, a permanent and accessible means of disposal for human sewage is required at the marina or moorage [ORS 468B.080].

BEST MANAGEMENT PRACTICES:

RULES:

- Provide notice that the discharge of sewage is illegal in the marina basin and prohibit the discharge of sewage in your tenant lease agreement. For this to work, there must be adequate pumpout services, customers must be educated about how to manage their boat waste, and there must be strict enforcement.
- Have a written policy for any liveboard boaters that they must keep their marine sanitation device discharge "Y" valve secured in the dockside pumpout position. Require liveaboards to keep a pumpout log book and/or conduct boat spot checks to confirm no discharges occur while boats are moored.

PROVIDE RESOURCES:

- Provide a means to collect and properly dispose of all

black water generated from boats.

1. If your marina services boats with holding tanks, install a pumpout. Select the type of pumpout system that meets the needs of your marina, your customers, and transients. Options include:
 - a. Pumpouts permanently fixed to the dock,
 - b. Mobile, hand truck, trailer mounted units, or
 - c. Pumpout boat
 2. If your marina services mostly smaller boats without holding tanks, install a portable toilet holding tank waste receptacle (dump station) in a convenient location near small slips and launch ramps.
- Use Clean Vessel Act (CVA) funds to greatly defray costs of installing and operating a pumpout. Contact the Marine Board for more information.

Marine Sewage and Wastewater Disposal

DEQ regulates "Waters of the State"

If you own or operate a marine vessel on Oregon's waterways you are subject to regulation for disposal of sewage and/or other types of wastewater.

"Waters of the State" includes lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, and the Pacific Ocean within the territorial limits of the State of Oregon.

The discharge of any sewage (treated or untreated) from marine toilets is prohibited on *all* freshwater lakes, impoundments and reservoirs that are not accessible by boat *from the ocean*. In Oregon, "sewage" means human excreta *as well as* kitchen, bath and laundry wastes (often considered *gray water*).

Boats Under Way

It is *never* legal to dump untreated sewage in Waters of the State. A *Marine Sanitation Device* (MSD) is a unit designed and authorized by the U.S. Coast Guard to receive toilet (head) waste from a boat under way. If your boat has a head and/or internal plumbing you must use a MSD to treat sewage.

A "port-a-potty" or other type of self-contained system that can be carried on and off the boat and does not discharge to the water may be used in lieu of a head with a MSD, but at no time can any amount of sewage be diverted to the water.

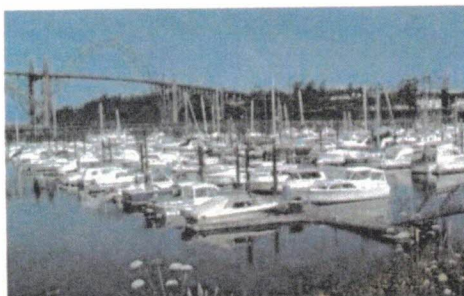
There are three types of MSDs:

- Type I and II MSDs treat sewage and can only discharge back to the water *while the vessel is underway* unless otherwise posted.
- A Type III MSD is a sewage collection unit, and its stored contents *cannot* be lawfully discharged to Waters of the State *at any time*.

MSDs are not allowed to discharge treated wastes from boat houses, floating homes or any boat when docked or tied up.

Boat Houses

A *boat house* is a floating structure used to shelter a boat. A boat house may have a fresh water connection, and may or may not have plumbing fixtures. If it has any plumbing fixtures, including but not limited to toilet,



To preserve Oregon's waterways, DEQ encourages the collection and proper disposal of all wastewater.

showers or sinks, it must be continuously connected to a DEQ approved sewage system that treats both sewage and *gray water*.

Floating Homes

A *floating home* is a structure used as a residence for extended periods. Floating homes are not capable of self-propulsion and must be towed to a location. A floating home has permanent plumbing fixtures and while moored must be continuously connected to a DEQ approved sewage system that treats both sewage and *gray water*.

Houseboats

A *houseboat* is a floating structure used as a stationary residence, or "cruising vessel" (mobile residence), or a combination. A houseboat has means of self-propulsion, and usually contains plumbing fixtures.

If the houseboat is in use as a stationary residence at a marina or moorage, it must be connected to a sewage disposal system that treats sewage including gray water.

"Liveabords"

A "liveaboard" is a floating, self propelled boat or structure, generally manufactured or intended for use as a vessel. It has a fresh water inlet, internal plumbing, and some type of toilet facility.

When it is in use as a stationary residence at a new or expanded marina or moorage, its slip must have a permanent sewage connection hookup provided by the marina or moorage.



State of Oregon
Department of
Environmental
Quality

Water Quality
Surface Water
Management
811 SW 6th Avenue
Portland, OR 97204
Phone: (503) 229-5657
(800) 452-4011
Fax: (503) 229-5408
Contact: Ranei Nomura
www.deq.state.or.us

Last Updated: 06/21/01
By: A.Cox

However, DEQ does not require a continuous connection to the hookup point.

Any discharge to Waters of the State from a liveaboard's Type III MSD is a violation of both state and federal law and the same discharge rules for Type I and II MSDs apply.

DEQ encourages liveaboard owners to collect and properly dispose of *gray water*.

Vessels

Recreational boats and commercial vessels that contain internal plumbing must adhere to State and Federal guidelines for proper disposal of sewage and other wastewaters.

Recreational Boat

A recreational boat is a floating, self-propelled boat or structure, with or without internal plumbing, used principally or entirely for transportation or recreation on the water. Boaters are also prohibited from discharging sewage wastes from a Type III MSD to Waters of the State and the same rules for Type I and II MSDs apply.

DEQ encourages recreational boat owners to collect and properly dispose of *gray water*.

Commercial Vessel

DEQ does not regulate Type I and II MSD discharges from commercial vessels such as tour vessels, restaurant ships, cruise ships, commercial ships, tug boats, etc., while they are operating or underway.

However, DEQ can and has regulated (prohibited) *gray water* discharges that have been deemed to be significant in volume or concentration. Oregon Revised Statute (ORS) 468B.050 requires a DEQ permit for discharge

of any waste to Waters of the State, but Type I and IIMSD discharges while underway are exempt from this law by the Clean Water Act. All other commercial vessel waste discharges including *gray water*, *bilge water*, *ballast water*, etc., are subject to Oregon law.

Placing a waste into Waters of the State is a violation of ORS 164.785 and is a Class A misdemeanor. Vessel *bilge water* cannot be lawfully discharged to Waters of the State, even if preceded by an oil-water separator. *Bilge water* contains many other pollutants and possible organisms other than petroleum products. These contaminants would not be affected by an oil-water separator.

For additional information

For more information about wastewater from floating structures and residences, contact your nearest DEQ office or visit our website:

www.deq.state.or.us

For questions about Marine Sanitation Devices, contact the United States Coast Guard:

www.uscg.mil

For questions about vessel wastewater discharges other than from MSDs contact DEQ or the Oregon State Marine Board:

www.boatoregon.com

Alternative Formats

Alternative formats of this document can be made available. Contact DEQ's Office of Communications & Outreach for more information (503) 229-5696.

Determining the Type of Sewage Collection/Disposal Required for Vessels

	Recreational Boats, Houseboats	Liveaboards (stationary)	Floating Homes, Boathouses, Combos	Commercial Vessels
Operating in federal navigable waters	MSD Type I, II, or III. Type I or II discharge allowed.	N/A	N/A	MSD Type I, II, or III. Type I or II discharge allowed.
Operating in sole state waters	MSD Type III. No overboard discharge allowed.	N/A	N/A	MSD Type III. No overboard discharge allowed.
Moored in state waters	MSD Type III. No overboard discharge allowed.	MDS Type III, upland restrooms, or dockside connection. No overboard discharge allowed.	Dockside sewage connection. No overboard discharge allowed.	MSD Type III or dockside sewage connection. No overboard discharge allowed.

NOTE: The overboard discharge of sewage from a Type III MSD to Federal Navigable Waters or to Waters of the State is ALWAYS PROHIBITED. Federal Navigable Waters are within 3 miles of the shore.

BMP 8.0 - Sanitary waste handling: Sewage system operation and maintenance

Description and purpose

Controlling the discharge of sanitary wastes is a critical issue for marinas. Sanitary waste pump-outs are required for new marinas and may be required in existing marinas. Overboard discharge of domestic sewage and poorly maintained pumpouts and waste handling facilities contribute significantly to water quality degradation. Sewage introduces dangerous pathogens to the water.

Gray water from sinks, showers, and other fixtures may release detergents, soaps, oils, and other contaminants into the water. While moored, discharge of gray water and discharge from any MSD is prohibited in Oregon. While underway, gray water discharges should be minimized and boaters should take care to use environmentally friendly products. DEQ reserves the right to take enforcement action against unpermitted gray water discharges.

Stop pollution at the source

The following sewage disposal regulations and practices should be employed at all Oregon marinas. For additional information refer to Guidelines for Sewage Collection and Disposal for Recreational Boats, Commercial Vessels and Floating Structures, Sept. 3, 1996, Oregon Department of Environmental Quality and Oregon State Marine Board.

Marina owner responsibility

Owners and operators of marinas must provide the following for their sewage producing tenants:

- For floating buildings, floating homes, and combos, a continuous connection to a DEQ-approved sewerage system for all sewage generated.
- For liveaboards and houseboats moored and used as dwellings longer than 10 days in 30, a permanent and accessible means of disposal for black water at that marina or moorage, unless otherwise authorized by DEQ.
- New or proposed marinas must provide a dockside sewer connection at each slip for liveboard tenants. The Department will allow alternative disposal methods for liveboard tenants at existing marinas, provided that both the marina owner and the tenants take an active role in assuring that the methods will be continuously used. For transient boats, the new marinas must install pumpouts as discussed in Appendix A of this manual.
- Marina operators must arrange for sewage disposal. Marina operators must then specify to tenants how wastewater is to be handled at the marina.
- Marinas and moorages are encouraged to provide landside or dockside restrooms for boaters, and to provide a means to collect and properly dispose of all black water generated from boats. The number of upland restroom, shower and washing facilities shall be determined according to state or local building code requirements or, in their absence, the owner or operator can use parallel requirements for RV Parks (substitute boats for RV's) found in the State Building Code, RV Park

Applicable regulations

40 CFR Part 140

Matrix for Determining Type of Sewage Collection/Disposal

	Recreational Boats, Houseboats	Liveaboards (stationary)	Floating Homes, Boathouses, Combos	Commercial Vessels
Operating in Federal Navigable Waters	MSD Type I, II or III. Type I or II discharge allowed	N/A	N/A	MSDI, II or III. Type I or II discharge allowed
Operating in Sole State Waters	MSD Type III. No overboard discharge allowed.	N/A	N/A	MSD Type III. No overboard discharge allowed.
Moored in State Waters	MSD Type III. No overboard discharge allowed	MSD Type III, upland restrooms, or dockside connection. No overboard discharge allowed.	Dockside sewage connection	MSD Type III or dockside sewage connection. No overboard discharge allowed.

Note: The overboard discharge of sewage from a type III MSD to Federal Navigable Waters or to Waters of the State is ALWAYS PROHIBITED. Note Federal Navigable Waters are within 3 miles of the shore.

Key definitions

Boathouse - A covered floating structure primarily used for wet or dry storage of a boat.

Boat Waste Collection Device - All types of stationary, portable or mobile equipment that collects and transfers black water from boats. Includes boat pumpout and dump stations.

Combo - A boathouse/floating-home combination structure with plumbing fixtures.

Floating Home - A floating structure designed or used as a dwelling, with no means of self propulsion, usually moored in one location.

Houseboat - A self-propelled boat designed for use as a dwelling. Any houseboat moored in one location and used as a dwelling for more than ten of any 30-day period is a "liveaboard."

SECTION 10: UPLANDS & BUILDING MAINTENANCE

Fixed & Floating Structures

The quality of a marina is reflected in the care and maintenance provided by management and staff. Marina structures themselves may introduce pollutants to the marine environment as they degrade or leach over time. Maintenance of these structures can also be a source of pollution. Selection of suitable repair or replacement materials and thoughtful maintenance practices will help reduce this pollution.

LEGAL REQUIREMENTS:

All expanded polystyrene or whitebead foam placed in the water after January 1, 1992 must be encapsulated with concrete, wood, galvanized steel, plastic or fiberglass. A permit for installation is required from the Oregon State Marine Board [OAR 250-014-0030]. The permit can be found online: <http://www.oregon.gov/OSMB/forms-library/Documents/Environmental/FoamCertForm.pdf>.



Bird eating foam

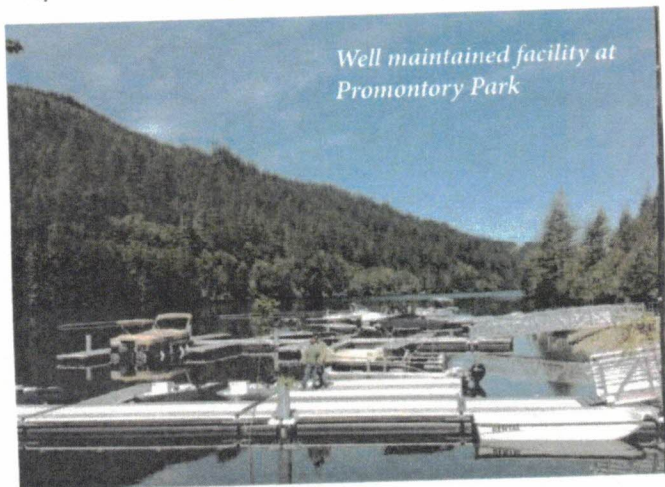
Any person who plans to “remove or fill” material in “waters of the state” are required to obtain a permit from the Department of State Lands (DSL). It is necessary to obtain all required authorizations from DSL prior to conducting work such as dredging (including maintenance dredging), construction or placement of new docks, pilings, ramps, floats, piers, travel lift wells, seawalls, bulkheads, rip rap, stormwater outfall pipes, and/or mooring fields waterward of the high tide line in the tidal, coastal, or navigable waters of the state [OAR 340-048].

The U.S. Army Corps of Engineers (ACOE) has jurisdiction over the above-listed activities in tidal, coastal, or navigable waters as well, pursuant to Section 10 of the Rivers and Harbors Act of 1899 [33 USC §401 et seq.] and Section 404 of the Clean Water Act [33 USC §1344 et seq.]. Call or email your nearest ACOE office for more information. In many cases, the DSL and ACOE removal/fill permits can be submitted jointly.

BEST MANAGEMENT PRACTICES:

MAINTENANCE & MATERIALS:

- Keep all docks, floats, and bulkheads in good working order by conducting routine maintenance.
- Regular maintenance can add years of life to the system. Maintenance actions can range from tightening



Well maintained facility at Promontory Park

- hardware and pipes, adjusting floats, cleaning junction boxes, fixing dock surface problems, reinstalling hardware, and removing organic growth, which hastens the breakdown of the dock structure. In all these scenarios, the key environmental concern involves capturing items that could get into the water.
- Galvanized structures release high levels of zinc. Consider using other materials or coat galvanized areas with epoxy to reduce or eliminate highly concentrated zinc discharges.
- For new construction and replacement of timber, make sure to check with Oregon Department of Fish & Wildlife guidelines regarding treated wood and other dock materials to install the product that is the least harmful to the environment but that also suits your requirements.

- For use below the water, concrete pilings or other materials (e.g. plastic, recycled materials) with degradation times greater than 10 years are encouraged.
- Conduct scraping, sanding, painting, and sandblasting of in-water and landside structures using the same management principles recommended for vessels.
- Where feasible, floating structures should be removed to shoreline facilities for scraping, painting, and major repairs. Tarps, rags, lanyards, and dustless power tools can help with containment when removal is not feasible.

VEGETATION:

- Use natural vegetation for shoreline stabilization whenever feasible. Maintain this cover in good condition by prompt repair and reseeding of washouts and other losses of vegetation.
- If natural vegetation is not a feasible option, riprap revetments are generally encouraged over vertical bulkheads, because sloping riprap embankments provide greater habitat and reduce wave reflections.

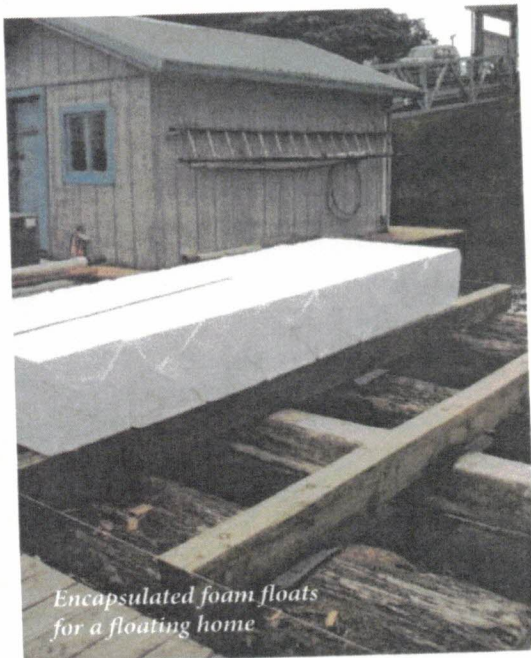
FOAM FLOTATION:

- Limit flotation materials to properly encapsulated expanded polystyrene foam or extruded polystyrene foam (XPS). XPS does not easily disintegrate and is less likely to cause pollution or accidental ingestion.

- Un-encapsulated whitebead foam harms birds and fish that mistake it for food and degrades water quality; it is also illegal on Oregon waters.
- Reuse whitebead foam only if it is properly encapsulated.
- Used whitebead foam should be recycled where facilities exist.
- If neither option is appropriate, used foam must be disposed of at an appropriate upland disposal site.

PERMITTING:

- Design all marina expansions to minimize adverse impacts on basin flushing, water quality, and adjacent coastal resources including shellfish beds, wetlands, and submerged aquatic vegetation.
- Keep copies of all coastal permits in an easily accessible file. As management changes, pass on the information about coastal permits to the incoming marina manager.
- Before doing ANY work that you think might be in the state's permitting jurisdiction, contact the Oregon Department of State Lands to discuss the work that you would like to do or to schedule a pre-application meeting. Some of the maintenance work you want to do may not require any prior authorization or may be eligible for a shortened permit process.



Encapsulated foam floats for a floating home

PORT OF HOOD RIVER
Reconciliation of Marina Assessment for Electrical and Dock Replacement

	Dock			
	Electrical	Replacement	Total Cost	
Cost by Category	\$ 577,640.26	\$ 247,866.40	\$ 825,506.66	
Total Costs Incurred			\$ 825,506.66	

	Principle	Interest	Debt Service	Balance
	Debt Issued	\$ 770,000.00	\$ 253,363.63	\$ 1,023,363.63

	Non-Boat House Tenants	Boat House Tenants	Total	
	2014	\$ 68,595.25	\$ 18,158.47	
2015	\$ 68,152.70	\$ 18,158.47	\$ 86,311.17	\$ 850,298.74
2016	\$ 68,872.95	\$ 18,158.47	\$ 87,031.42	\$ 763,267.32
2017	\$ 63,899.06	\$ 18,158.47	\$ 82,057.53	\$ 681,209.79
2018	\$ 65,460.60	\$ 18,158.47	\$ 83,619.07	\$ 597,590.72
2019	\$ 69,587.33	\$ 18,158.47	\$ 87,745.80	\$ 509,844.92
2020	\$ 66,512.95	\$ 18,158.47	\$ 84,671.42	\$ 425,173.50
2021	\$ 62,371.67	\$ 18,158.47	\$ 80,530.14	\$ 344,643.36
2022	\$ 66,694.91	\$ 18,158.47	\$ 84,853.38	\$ 259,789.98
2023	\$ 69,037.80	\$ 18,158.47	\$ 87,196.27	\$ 172,593.71
2024	\$ 69,037.80		\$ 69,037.80	\$ 103,555.91
2025	\$ 69,037.80		\$ 69,037.80	\$ 34,518.11
2026	\$ 34,518.11		\$ 34,518.11	\$ -
2027			\$ -	
2028				

Please Note: Boat House assessments were increased to payoff over a shorter time period, thus 2023 the last year.

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Boathouse — A structure intended to house a boat. Normally never moved or moved with great difficulty.	Floating home — A house built on floats, anchored in place and never moved.	Houseboat — A vessel with a house-like structure designed to be moved occasionally or often. Built on a barge or scow hull, many are self-powered.
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Most structures in PDX are floating homes, and allow liveaboards.

The Port classifies the structures in our Marina as Boat Houses, however all of boat houses have large living quarters. Tenants may stay overnight any 3 nights in a 7 day period.

Boat House Rate Survey				
Marina Name	Location	Monthly slip rental fee	Annual Slip Rental Fee	# of Slips
Island Cove Moorage	Columbia River	\$ 1,250	\$ 15,000	57
Five Cedars	Columbia River	\$ 1,000	\$ 12,000	11
Wayne's Moorage	Columbia River	\$ 1,000	\$ 12,000	5
Big Eddy Marina	Columbia River	\$ 950	\$ 11,400	62
Larson's Moorage	Multnomah Channel	\$ 900	\$ 10,800	38
Bridgeton Harbor Moorage	Columbia River	\$ 850	\$ 10,200	7
Suttle Road Moorage	Columbia River	\$ 850	\$ 10,200	12
Blue Frog Landing	Columbia River	\$ 825	\$ 9,900	12
Columbia Way West	Columbia River	\$ 825	\$ 9,900	26
Rocky Pointe Marina	Multnomah Channel	\$ 807	\$ 9,684	56
Buoy One	Columbia River	\$ 800	\$ 9,600	15
Ducks Moorage	Columbia River	\$ 800	\$ 9,600	30
Wil-Jan Moorage	Columbia River	\$ 800	\$ 9,600	10
Kappler's Moorage	Columbia River	\$ 750	\$ 9,000	10
Skyline (was Happy Rock)	Multnomah Channel	\$ 750	\$ 9,000	28
Wapato (formerly Casselman's	Multnomah Channel	\$ 750	\$ 9,000	35
Weilert Moorage	Multnomah Channel	\$ 750	\$ 9,000	4
Columbia Crossings - Row 9	Columbia River	\$ 700	\$ 8,400	18
Fred's Marina	Multnomah Channel	\$ 700	\$ 8,400	3
Mayfair Moorage	Multnomah Channel	\$ 675	\$ 8,100	17
McCuddy's Big Oak Marina	Multnomah Channel	\$ 650	\$ 7,800	24
McCuddy's Landing	Multnomah Channel	\$ 650	\$ 7,800	32
Bridgeview Moorage	Multnomah Channel	\$ 600	\$ 7,200	17
Harrison Moorage	Columbia River	\$ 600	\$ 7,200	5
Multnomah Channel Yacht Club	Multnomah Channel	\$ 600	\$ 7,200	15
Multnomah Yacht Harbor	Multnomah Channel	\$ 600	\$ 7,200	7
Paradise Moorage	Multnomah Channel	\$ 600	\$ 7,200	50
Sauvie Island Moorage	Multnomah Channel	\$ 525	\$ 6,300	49
Marina Way	Multnomah Channel	\$ 325	\$ 3,900	17
Hood River- \$1.48sq ft =1000sq ft plus utility base fee \$10month. There is an annual assessment of \$1651 that times out in 2023	Columbia River	\$ 271	\$ 2,351	11
River's Bend	Multnomah Channel	\$ 325	\$ 3,900	20
The Dalles- \$1.26sq ft = 1000sq ft	Columbia River	\$ 105	\$ 1,260	11
Overall Average		\$ 711	\$ 8,498	

***** Please keep in Mind the majority of these slips allow liveaboards**

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Port of Hood River 2022 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 Floatation not encapsulated must be replaced and replacement floatation 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 floatation system that shall be structurally sound and securely integrated with the framing for the structure. The external surfaces of all floatation 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 fees 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.

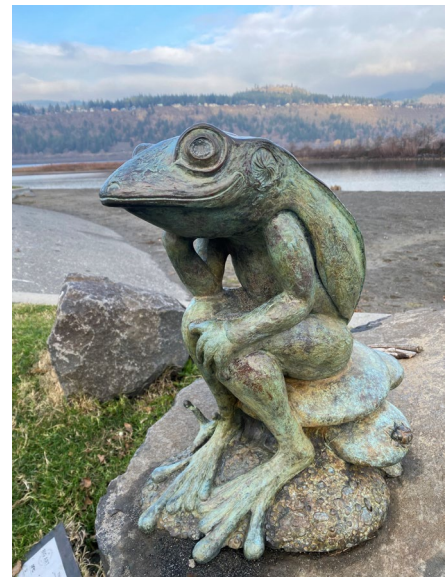
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Interim Executive Director's Report for August 16, 2022

The following report is compiled from information provided by department managers as listed.

Administration – Genevieve Scholl, Interim Executive Director

- The Commission should determine their preferred meeting dates for September. With the Labor Day holiday immediately preceding the regularly scheduled first meeting, at time the Commission has chosen to either postpone to the 2nd and 4th Tuesdays or hold only one meeting in September.
- The Port's \$450,000 Congressional Directed Spending grant request for the E. Anchor Way project was not approved. Coupled with the unsuccessful \$2.9M EDA grant application, the Lot 1 Infrastructure project has significant funding hurdles to overcome. A total \$1M in funding has been awarded to the project and received, and the Port has budgeted \$1.235M to serve as local match funding. Elaine Howard Consulting has begun the Phase II analysis of the Waterfront Urban Renewal District potential scenarios, but the Commission should consider other funding strategies as well.
- Due to a number of COVID infections among the toll staff that indicated a potential workplace outbreak, we closed the toll booth for five days, starting at 5:00 a.m. on Monday, August 8. All toll staff were instructed to stay home and test multiple times during this period and report any positive results to their supervisor. No further positive reports have been received and, at the time of this writing, staff is implementing the re-opening plan to begin at 3:00 a.m. on Saturday, August 13. PSquare is working to adjust the Port's Unpaid Toll billing template (which is geared toward a violator situation) to enable us to bill non-Breezeby customers for just their original toll amount during this period, without the usual schedule of administrative and late fees. Closing the booth and moving to electronic tolling for any amount of time increases the workload for the front office customer service staff significantly, and Patty Rosas and Nataly Cruz stepped up to help Marcela, Melissa, and Yolanda with the increased workload.
- Marcela and I were happy to extend job offers to two new part-time toll collectors this week. If they accept, we will have the on-call and second part-time position that we have needed to be at full capacity for the toll staff, which has been understaffed since April. This is very good news and will alleviate a lot of stress on both the office and toll staff teams.
- A local favorite, Port-owned public art piece was stolen from its pedestal August 1. The frog sculpture titled "The Thinker," is the work of Walla Walla artist Ralph Tretheway and was originally installed as part of Art of Community's annually rotating Big Art project. The Port purchased the sculpture in 2017 for permanent installation for \$3,400. Social media posts of the theft have gotten a lot of engagement, but so



far, no leads. The theft was reported to the police and the Port's insurance agent, and calls to metal recycling plants and searches of online auctions and sales have been unfruitful.

- Paul Koch, Interim City Manager for the City of White Salmon, has suggested to me and to the Council that a joint meeting with the Port Commission focused on bridge replacement and the anticipated impacts on both the City and the Port would be really beneficial. I expect they will certainly agree and request to schedule the meeting in the fall or winter. This would be a great opportunity to strengthen the relationship and understanding among decision-makers of both bodies.

Recreation/Marina – Daryl Stafford, Waterfront Manager

- As discussed during the August 2 meeting, the parking situation at the Hook has been a significant challenge for Port staff and the two concessions located there for a few weeks now. Facilities crew worked very hard over the course of three days to install **No Parking Fire Lane** signage along the access road and the turnaround, and Daryl and Greg Gilbert have both worked hard to issue tickets and personally interact with violators. This inherently unsafe behavior has been very difficult to overcome and has prompted staff and legal counsel discussions on the Port's ability to tow and the need for increased fines for parking in unauthorized spaces (currently \$20). See photos taken by Daryl below.



- All boathouse tenants have completed the inspections for the plumbing issue and are compliant at this time. Facilities crew turned on the water to the spigot on the boathouse dock this week. Boathouses and the future of this dock are a discussion item on the meeting's agenda.
- Fuel service has been restored to the Marina Fuel Dock. Daryl is working to issue notices to the Marina power boat users.

- On Tuesday, August 9, a small boat moored at the Best Western dock capsized and began leaking a small amount of fuel. At the request of the Emergency Operations Center, Port crews assisted by deploying oil booms around the vessel. See photo to right.

This is a service the Port has provided multiple times to various entities since the oil train derailment incident in Mosier. This instance has depleted our boom supply, however, and we have ordered a restock at a cost of approximately \$8,000.



Development/Property – Greg Hagbery, Development & Property Manager

- Lot #900: The Project^ team received summary comment from the June 15 pre-application conference with Hood River City Planning, Engineering, Fire Chief, ODOT and Columbia Area Transit. The comments largely consist of clarifications of what standards will apply to the project and any additional requirements not immediately apparent in the municipal code that need to be addressed to ensure a successful Site Development application. Once Project^ has compiled their responses and completed any additional studies, staff will have further information to provide the Commission.
- Lot #900: The Project^ team contracted The Wallace Group to conduct a Phase I Environmental Site Assessment (ESA) Report. The report notes that the site is a Recognized Environmental Condition (REC) as it was previously part of the Nichols Boat Works site. Soil testing will be needed to confirm whether any contaminants remain in the ground after a substantial DEQ regulated cleanup effort took place between 1991 and 1995. Soil testing results will determine how substantial possible mitigation efforts will need to be or if the site was adequately cleaned during the 90's cleanup effort.
- Lot #900: Port staff and Port General Counsel have received and are reviewing the draft Ground Lease Agreement for Lot #900 as provided by Ken Antell of Dunn/Carney. Upon completion of review and revisions by Port staff and Project^, the draft agreement will be presented to the Commission for review and approval.

Airport – Greg Hagbery, Development & Property Manager

- AWOS: The airport AWOS system is scheduled for an annual FAA inspection on Monday, August 15.
 - The FBO Report for July is attached, along with the minutes from the July 28 Airport Advisory Committee meeting.
-

Bridge/Transportation – John Mann, Facilities Director

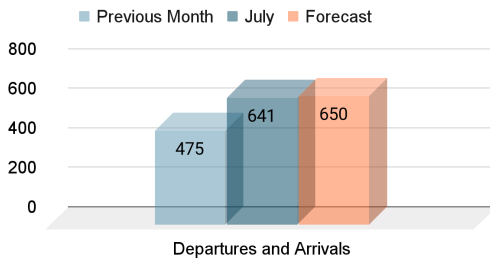
- This year's ODOT-required Fracture Critical inspection, conducted by David Evans Associates (DEA) is complete. The written report will not be received for a few months, but the debrief meeting was held on Friday, August 12. Wire Rope Replacement Contract will go out to bid on August 19. DEA reports that no new issues were identified, and staff was able to provide an update on Port's progress to address known issues, including those related to the Wire Rope Replacement project. The RFP for that project will be published Friday, August 19.
- NW Pipeline crews performed pipeline inspections August 11-12 and found no issues.
- Staff will be performing the wetlands mitigation at Hanel Mill in house before the permit runs out at the end of the year. Work begins on this August 22, 2022. This will be a large cost savings to the Port.
- The Lateral Bracing project is complete. Facilities crew did a great job in fabricating the components and the install. Installation required a brief closure of the section of the Waterfront Trail that runs through the work zone, but no bridge closures were required. See photos below.



Airport Activity:

Flight operations shot up significantly in July. Favorable flying conditions attributed to a 35% increase in operations. Provided the conditions remain the same through August, flight operation numbers should stay the same, if not increase.

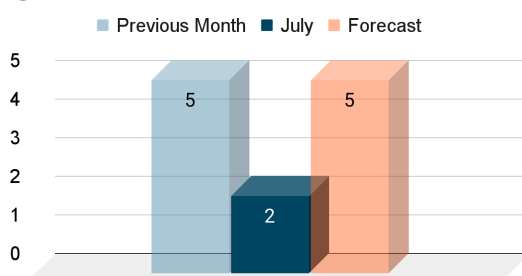
Aircraft Operations



Night Flights:

Only 2 R&D night flights were flown in July. No fire mapping missions supported. Anticipate continued R&D flights throughout August. No large night events scheduled.

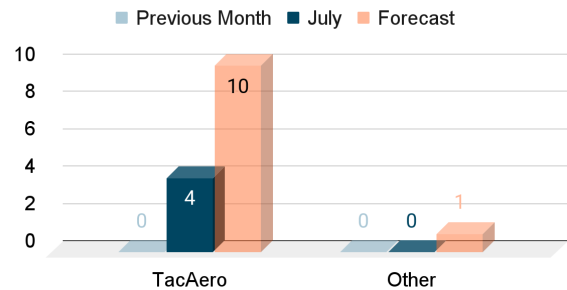
Night Events



Flight Training: 4 training flights were conducted at 4S2 in July. All events were advanced training events. Anticipate approximately 10 training events in August. No courses have been scheduled

at 4S2.

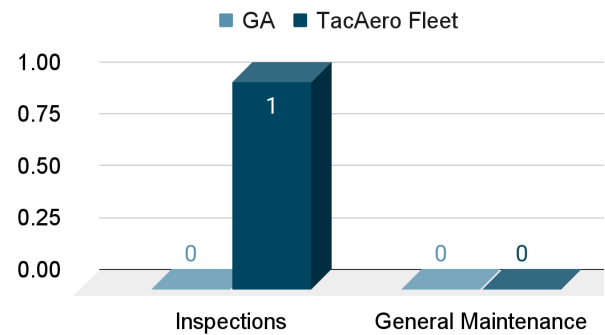
Flight Training Events



Maintenance Activity:

Maintenance activity is slow due to hiring difficulties. Expect this to pick up as we are actively interviewing A&P candidates.

Maintenance Operations

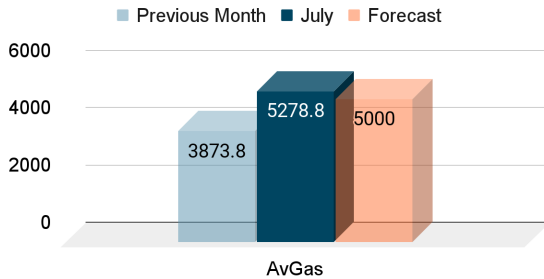


Fuel Sales:

100LL fuel sales were up from last month which coincides with the increase seen in airport operations in July. Fuel cost is

decreasing slowly.

Fuel Sales (Gallons)



Fuel Flowage Fees:

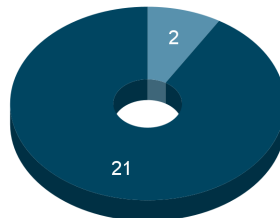
The new fuel tank has been placed at 4S2 and plumbed. Awaiting electrical hookups. When complete and online, the tank will be filled and flowage fees will begin.

Tie Down Activity:

- 23 total spots.
- 91% utilization for June averaged.
- \$635 collected in July.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs Long Term



Noise Feedback:

No noise complaints in July taken by the FBO.

Pilot Feedback:

No pilot feedback supplied to the FBO in July.

Airport Surfaces:

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

Facilities:

	Condition	Notes.
N. Hangars		
S. Hangars		
FBO		
MX Hangar		
Ops Hangar		
Collins Hangar		

Lighting:

- No issues noted with airport

Other:

- No other issues noted.

MINUTES

PRESENT: Dave Koebel, Margo Dameier, Bud Musser, Adam Young, Chris Robuck, Greg Hagbery, Andreas von Flotow, Matt Swihart, Brook Bielen, Denny Kindig, Michael McElwee, Bill Avolio, Steve Morrow

CALL TO ORDER/OPENING REMARKS

- The meeting was called to order at 4:00 PM by Dave Koebel.

APPROVAL OF THE MINUTES FROM LAST MONTH

- June minutes were approved by all AAC members with no edits or additions.

ADDITIONS TO THE AGENDA

- No additions or modifications were requested to the agenda.

APPROVAL OF THE AGENDA

- Agenda was approved with no additions or modifications.

BUSINESS ARISING OUT OF THE PREVIOUS MEETING

- None

ITEMS DISCUSSED

- **New Fuel Tank:** The new fuel tank has been installed. Work was completed in the setting of the tank and the plumbing for the Point of Sale (POS) terminal. The fuel pump that came with the system is a 3 phase pump and there is only single phase power available at the site. There was a great deal of discussion as to possible solutions to this issue. Phase converters, both rotary as well as static, can be used to power a 3 phase motor with single phase power. A contractor could bring 3 phase power to the site. A single phase pump could be purchased. These options will all be explored by the Port. Dave questioned why there was so much auxiliary piping located near the POS terminal. Greg mentioned that the initial specifications for the site may have included the possibility of future upgrades to Jet A fuel.
- **Security Cameras:** Security cameras have been installed. During this evolution, the installer tied into the FBO WiFi which involved plugging into their network switch. This opened the company up for a potential firewall breach. Communication between the FBO and the Port has taken place and a separate WiFi solution will be explored. Security cameras will be able to be accessed via public access on the Port's website.
- **Airport Revival Plan:** This was a continued discussion from the last meeting. Greg provided the requested financial information regarding annual port expenses. Discussion was given to answering the question of how to increase airport revenue? Dave mentioned the following options regarding operation of the airport to cut back expenses, each of which was discussed:
 - Reduce services.
 - Continue at the status quo.
 - Increase revenue streams.

Margo brought up the idea of seeking grant opportunities again. There would have to be a specific project in mind when applying for a grant. Margo made the recommendation of tying "safety" to the request.

Greg summarized the Port's push towards new development opportunities. Initially, the Port advertised to gauge interest. The economy turned down and most of those individuals lost interest or the ability to embark on the opportunity. Dave talked about the size of the airport being a limiting factor with further development. Andreas asked why we cannot build on the surrounding property of the airport. It was noted that, through reading the financial sheet provided by Greg, most of the airport's revenue comes from T-hangars. The recommendation was made to focus on what is working well to generate

revenue, T-hangar leases, and grow that revenue stream. Greg stated that the Port is unable to build T-hangars and Box hangars at this time. Margo suggested that this could possibly be a project that could be used to request a grant.

Land leases are still an option but not one that will single handedly solve the deficit.

Greg opened the discussion to talk about reducing costs. Discussion was given regarding mowing and landscaping services used by the airport. Could this be a contracted out service?

Matt brought up discussion questioning why the Port should be concerned with the airport making money in the first place. The airport is a community public space. Matt asked if the airports should be a county owned asset. This could allow bonds or taxes to help fund the airport.

Fuel flowage fees will begin once the new fuel tank is online and filled up. In addition to flowage fees coming online, Dave brought up the idea of the Port pulling in a percentage of the tie down fees collected by the FBO. This is currently not in the FBO contract and is something that can be discussed.

Dave mentioned that the previous Airport Manager, Anne Mendenbach, once discussed the idea of adding a solar farm to the airport property as a means to generate power and possibly extra revenue. Andreas mentioned that Pacific Corp would allow sharing to surrounding areas. Neighboring properties could pay the airport for energy. This is another area where grants or even Federal kickbacks may be an option. Bud brought up the concern for possible glare from the solar arrays. Andreas suggested putting carports in the parking lots with solar panels on top, or perhaps having solar panels on top of the T-hangars.

Andreas and Dave entered into a discussion about possibly having an Airport Manager as an invested Port employee or contractor directly concerned with the well being of the airport. Andreas discussed the FBO possibly doing this work.

- FBO: June fuel sales totalled at 3553 gallons from the tank and 320 gallons from the truck. July totals, to date, were 3929 gallons from the tank and 933 gallons from the truck. Fuel status as of the meeting was 2400 gallons remaining in the tank and 750 gallons remaining in the truck. The FBO would like to keep at least 4000 gallons on hand in case they are called for fire mapping support. With this said, the decision is being made to fill the tank to capacity prior to the new fuel tank coming on line. This will preclude the start of fuel flowage fees until the new tank is filled but with the electrical delays, this may not be an issue.
- WAAAM: Bud reported that there has been a slow in museum traffic. Traffic Jam was successful. The FlyIn is on the schedule.
- Glider Club: The hardware supplier for the new prop has gone out of business. The club needs this hardware to install the new, quieter, prop. They will continue to look for this hardware from other sources but may have to send the prop back if they cannot find anything. The club is looking to have a muffler installed to help reduce noise.

The older tow plane has a new engine. One noise complaint was filed against the old plane as it was conducting engine tests. The newer tow plane is significantly quieter.

On the Monday after the AAC meeting, Youth Camp will start (5 Days). There are 7 students attending. During this time, there should be 20-30 tows per day. 1 16 Year old received this soaring license and 1 15 Year old soloed the week prior to the AAC meeting.

- New Business: None
- Public Comment: Michael brought up that there were previously two separate solar array tests that were completed, one was ground/land based and one was building mounted. He mentioned that it may be worth looking up the results of the site evaluations.

Michael also suggested that, as far as development is concerned, focus should be made on the North Ramp as this is the most readily buildable spot.

Dave asked if there is any sunset clause for existing private hangars, is there an amount of time after which the private hangar becomes the Port's. Greg stated that he will look into this.

ACTION ITEMS

- None specified

ADJOURNMENT

- Meeting adjourned at 5:34 PM.

NEXT MEETING DATE

- Next meeting is set for 18 August 2022, location TBD. Agenda will be sent out prior to the next meeting and will detail the date, time, and location. If the need arises for an interim meeting, communications will be sent out with meeting time and location.