



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
December 5, 2017
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of November 21, 2017 Regular Session (*Jana Scoggins – Page 3*)
 - b. Approve Lease Amendment 2 with TacAero for Yellow Hangar (*Anne Medenbach – Page 7*)
 - c. Approve Lease Amendment 1 with Elk Crossing in the Maritime Building (*Anne Medenbach – Page 11*)
 - d. Approve Contract with Divco Inc. for general HVAC Services Not to Exceed \$22,048.22 (*Anne Medenbach – Page 15*)
 - e. Approve Lease Amendment 1 with Bob Holliston for T-Hangar (*Anne Medenbach – Page 27*)
 4. Reports, Presentations and Discussion Items
 - a. Columbia Gorge Community College Update – Dan Spatz, Marketing & Outreach Manager (*Page 35*)
 - b. Hood River County Energy Plan Report (*Anne Medenbach – Page 37*)
 - c. Bridge Projects Update (*John Mann – Page 49*)
 5. Director’s Report (*Michael McElwee – Page 51*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Adopt Resolution 2017-18-2 Approving Bridge Toll Increase (*Michael McElwee – Page 59*)
 - b. Approve Intergovernmental Agreement with ODOT for Pre-Development Tasks Associated with Bridge Replacement (*Michael McElwee – Page 65*)
 - c. Approve Intergovernmental Agreement with Crystal Springs Water District for Water Service to Lower Mill Site (*Anne Medenbach, Page 75*)
 - d. Approve 2018 Marina Rules and Regulations (*Steve Carlson – Page 77*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation
 10. Possible Action
 11. Adjourn

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

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

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Port of Hood River Commission
Meeting Minutes of November 21, 2017 Regular Session
Marina Center Boardroom
5:00 p.m.

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

5:00 P.M.
Regular Session

Present: Commissioners Hoby Streich, John Everitt, Ben Sheppard, Brian Shortt, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach, Steve Carlson, Jana Scoggins

Absent: None

Media: None

1. CALL TO ORDER: President Streich called the meeting to order at 5:03 p.m.
a. Modifications, Additions to Agenda. Consent agenda item (c) was postponed to the next regular Commission meeting on December 5, 2017. The Project Organization Diagram on page 37 has been updated and provided to the Commission for review at the meeting.

2. PUBLIC COMMENT: None.

3. CONSENT AGENDA:

- a. Approve Minutes of November 7, 2017 Regular Session.
- b. Approve Contract with Radcomp for On-Call Technical Services Not to Exceed \$8,000.
- d. Approve Accounts Payable to Jaques Sharp in the Amount of \$8,551.

Motion: Move to approve Consent Agenda.

Move: Sheppard

Second: Shortt

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

a. FBO Annual Report, Brian Prange, VP TacAero: Anne Medebach, Property and Development Manager introduced Brian Prange and Jeff Renard of the TacAero team who has been the Fixed Base Operator (FBO) at the Airport since May 2015. Brian Prange noted that Hood Tech Corp., Aero Inc. is an aviation technology company operating under the same individuals as TacAero. They provide pilot instruction, scenic flights, and aircraft maintenance services. Prange noted that their emphasis is on hospitality and managing flow of the airport operations. Prange reported that Hood Tech Corp., Aero, Inc. has been growing rapidly, but this summer season was challenging due to South Taxiway Construction and Eagle Creek Fire. The future plans involve a 24/7 public access area to meet the demand for off-hours FBO services and adjusting FBO operations to implement the Fly-Friendly Program to address safety and community concerns.

b. Financial Report for the 3-Months Ending September 30, 2017. Fred Kowell, Chief Financial Officer, provided a financial report on the first three months of 2017/2018 fiscal year. The bridge traffic had seen an increase by 4%; however, the revenues decreased by 4% due to several days of suspended tolls during Eagle Creek Fire, maintenance on the bridge, and traffic congestion. Although staff has not completed the financial analysis for this period, initial indication is that revenue loss due to the Eagle Creek Fire is close to \$80,000. Personnel services is slightly ahead of budget due to there being seven pay periods in the first quarter. Recreation is slightly higher but that is expected based upon the seasonality of the program. Kowell also reported that seeing spikes in the expenses and revenues in the first quarter of the year is typical and will true up closer to the budget in the 6-month review.

c. Proposed 2018 Toll Increase: Michael McElwee, Executive Director, reported that staff has mostly completed the outreach effort to gather public input on the potential increase and conducted informational outreach meetings with other public agencies. McElwee noted that most of the public comments received can be characterized by four broad themes including the uncertainty as to whether the Port needs the additional funding, concern as to whether the additional toll revenue would be used solely for the Bridge, a strong preference that existing and any new toll revenue be used primarily for a new bridge and concern about the negative financial impact of a toll increase on a lower income bridge users. McElwee noted that the toll revenue is exclusively used for bridge projects which include maintenance of the existing bridge and preparations for the replacement project. McElwee also commented that local residents receive significant discount by having a BreezeBy account which can be maintained with cash, check or credit card. The Cascade Locks “local sticker” approach has not been considered for several reasons, including the need to certify residency. Only basic demographic information is collected when signing up for a BreezeBy account: name, address, contact information, payment information for automatic payments, and a license plate number to ensure proper functioning of the transponder. The Port now also provides bilingual services to customers to help them understand the process of receiving BreezeBy transponders.

d. Bridge Replacement Project Staffing/ Kevin Greenwood: Michael McElwee reviewed the updated bridge replacement administrative diagram and discussed the team of staff and consultants that will be needed to implement predevelopment tasks associated with future replacement of the Hood River Interstate Bridge. One key position is the Project Manager who would play a primary role in managing various consultants and carry out essential coordination and communication tasks. McElwee noted that he has been in discussion with various individuals and firms that could play this role. McElwee introduced Kevin Greenwood, one of the individuals with whom McElwee discussed this project. Greenwood has extensive experience in public project administration and contracting. McElwee noted that this is an opportunity for the Commission to become acquainted with Greenwood and for him to understand more about the Commission and this Port’s governance approach. McElwee commented that Greenwood may be a candidate for the Project Manager position in the future, but an offer has not been extended at this time.

5. EXECUTIVE DIRECTOR’S REPORT: Michael McElwee encouraged newly-elected Commissioners to attend the SDAO conference on February 9-11 in Seaside, Oregon. Commissioners Ben Sheppard, John Everitt, and David Meriwether will attend the conference. McElwee noted that the Event Site Beach replenishment project is nearly completed, and Coral Construction will complete the I-84 signage by the end of the week. The planned launch timeframe for the BreezeBy Portal is the second week of December. The bridge will be closed from 4am to 5pm on November 22, 2017 to grease lift span cables, and welding projects are planned for the end of November.

6. COMMISSIONER, COMMITTEE REPORT:

Airport Advisory Committee: Anne Medenbach reported that specifics about the Fly Friendly Program were outlined, and a completed draft will be presented to the Commission for review in February.

Urban Renewal Agency: Hoby Streich, President, reported that a significant debate occurred about Lot 1 development, and the project collaboration between the City of Hood River, the Port, and Urban Renewal Agency will be discussed on December 2, 2017 which will be an essential foundation for going forward with Lot 1 development.

7. ACTION ITEMS:

a. Approve Amendment No. 1 to FBO Agreement and Land Lease with TacAero at the Airport. On May 31, 2015 the Port executed a transfer of the Fixed Base Operator (“FBO”) agreement and land lease assignment form Classic Wings to Hood Tech Corp., Aero Inc. (“HITCAI”). The original agreement had a termination date in 2019; however, the new assignment terminated the agreement on December 1, 2017. The current FBO agreement requires substantial changes and negotiations and thus the need for current lease extension.

Motion: Approve FBO Agreement and land lease extension with Hood Tech Corp., Aero Inc. through March 1, 2018.

Move: Shortt

Second: Everitt

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

b. Approve 2018 Marina Rules and Regulations. As part of an annual review and update, staff recommends changes to the Marina Rules and Regulations to be implemented in 2018. These changes involve: modification to insurance requirements, change of payments terms, and other clarifications.

Motion: Approve 2018 Marina Rules and Regulations.

Move: None

Second: None

Discussion: Commission discussed several changes and requested an updated version to be presented at the next regular meeting.

Vote: **Aye:** Unanimous

MOTION CARRIED

c. Approve 2018 Standard T-Hangar Lease Agreement. As part of a standard contract review and update, staff recommends changes to T-Hangar Lease Agreement payment terms at the Airport. The existing T-Hangar billing schedule has allowed three payment options, requiring significant staff time to administer. The proposed new billing schedule gives tenants a single time frame in which to make a payment and to concentrate staff collections efforts to a single fiscal quarter.

Motion: Approve 2018 T-Hangar standard lease agreement and new billing schedule.

Move: Meriwether

Second: Sheppard

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

8. COMMISSION CALL: President Streich requested that staff prepares a thank you letter to ongoing Representative Mark Johnson for the work that has been done during the 2017 legislative session in Oregon.

9. EXECUTIVE SESSION: President Streich recessed Regular Session at 7:45 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation.

10. POSSIBLE ACTION: The Commission was called back into Regular Session 8:25 p.m. No action was taken as a result of Executive Session.

11. ADJOURN:

- Motion:** Motion to adjourn the meeting.
 - Move:** Everitt
 - Second:** Shortt
 - Discussion:** None
 - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

The meeting was adjourned at 8:25 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo



Prepared by: Anne Medenbach
 Date: December 5, 2017
 Re: Yellow Hangar Lease Amendment #2

Hood Tech Corp., Aero Inc. (HTCAI) uses the Yellow Hangar mostly for FBO operations and some Hood Tech Vision use. The hangar doors have not been functioning properly for some time. After the Port was made aware of this, both Port staff and a local contractor have inspected the door and cannot find a good solution. It requires either a vehicle or 2-3 people to open it. Currently HTCAI pays the highest rent on the airfield at \$0.67/sf/mo. Staff recommends a reduction of the rate to \$0.55/sf.

In addition, HTCAI suffered a significant loss of business due both to the South Ramp construction project and the Eagle Creek fire during three of their businesses months - August, September and October. The Fly-In is also a typically large revenue generator, which was greatly impacted by the fire. The South Ramp was closed from before Labor Day until November 10th (2 months). Over that period, the FBO suffered the following financial losses:

- | | |
|--|----------|
| 1. 6 days of runway closures- \$2,200 per day in lost training and scenic rides | \$13,212 |
| 2. Loss of 27 tie downs at 1,350 per month | \$2,700 |
| 3. Fuel sales were \$5,000 under last year | \$5,000 |
| 4. Two months of one additional full time staff (\$1,806/mo) to provide full service fuel from a truck as the fuel tank was out of commission. | \$3,612 |
| 5. Purchase of a golf cart and tow equipment to help park planes on grass | \$7,800 |

Staff feels consideration of rental abatement would be reasonable in some amount attributable to the South Ramp closure and fire impacts. Items 1, 2 and 4 fall into that category. This totals \$19,524.

Staff recommends:

1. Monthly reduction for the remaining terms of the lease from \$0.67/sf/month to \$0.57/sf. This amounts to a reduction of \$8,970 over the remaining 23 months.
2. Three-month rent abatement totaling \$6,435

These two remedies combined equal \$15,405.

RECOMMENDATIONS:

Approve Amendment #2 to Lease with Hood Tech Corp., Aero Inc. in the Yellow Hangar.

Approve rent abatement of \$6,435 or the equivalent of 3-months rent at new rate.

AMENDMENT No. 2 TO HANGAR LEASE

Whereas, the Port of Hood River, an Oregon municipal corporation, as Lessor, and Hood Technology Corporation, an Oregon corporation, as Lessee, entered a lease of premises known as Hangar #1 ("Yellow Hangar") at the Ken Jernstedt Airfield, located at 3650 Airport Drive, Hood River, Oregon ("lease") for a term commencing on October 1, 2017 and expiring on September 30, 2017; and

Whereas, on September 8, 2016, Amendment No.1 to Lease was executed, which assigned Lessee's lease interests to Hood Tech Corp., Aero Inc., as Lessee; and

Whereas, as of September 30, 2017, Lessee has been considered by Lessor to be a holdover tenant, and Lessee wishes to continue as Lessee under the lease for a fixed term through September 30, 2019, at an agreed upon adjusted rental rate, and Lessor has agreed; and

Therefore, the parties agree:

1. The lease has remained in effect and is now in effect.
2. The lease term will end on September 30, 2019.
3. Lease Section 3, Monthly Rent, shall be modified as follows:

Date	Square Footage	Lease Rate	Monthly Total
February 1, 2017 September 30, 2018	3,900	.\$0.57	\$2,223.00
October 1, 2018-September 30 2019	3,900	\$0.57 + CPI	

Except as modified by Amendment No. 1 and this Amendment No. 2 to Hangar Lease, all terms and conditions of the lease shall remain in full force and effect.

Hood Tech Corp., Aero Inc.

Lessor, Port of Hood River

By: _____

By: _____

Jeremy Young
President

Michael S. McElwee
Executive Director

Date _____

Date _____

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Commission Memo



Prepared by: Anne Medenbach
Date: December 5, 2017
Re: Elk Crossing Lease Amendment 1

Norm Duncan with Elk Crossing has been a tenant in the Maritime building since July of 2017. He runs a UHaul rental company. He has been on the 2nd floor, occupying 325 sf. CRG Freight vacated the 1st floor offices last week and Mr. Duncan would like to move downstairs. The offices are the same size and this would be easier for Mr. Duncan. The rental rate would remain the same.

Mr. Duncan would also like to extend his lease to June 30, 2018. At that time, all leases in the building transfer to Hood River Distillers so that is the maximum extension available.

RECOMMENDATION. Approve Amendment 1 to lease with Elk Crossing at the Maritime Building.

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AMENDMENT 1 TO LEASE

Whereas, the Port of Hood River ("Lessor") and Elk Crossing, ("Lessee") entered into a lease of 325 square feet on the 2nd floor of the Maritime Building (900 Portway Ave) effective October 1, 2014 ("Lease"); and,

Whereas, Lessee would like to move into a recently vacated 1st floor office consisting of 325 sf.; and

Whereas, Lessee would like to extend the Lease through June 30, 2018;

Therefore, all parties agree to the following changes to the Lease:

- 1. Term shall be extended through June 30, 2018
- 2. Tenant shall vacate the 2nd floor units and occupy unit 102 on the 1st floor.
- 3. The rental rate remains the same.

Except as modified by this Amendment No. 1, Lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2017

By: _____
Michael S. McElwee, Port of Hood River, Executive Director

By: _____
Norm Duncan, Owner

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Commission Memo



Prepared by: Anne Medenbach
Date: December 5, 2017
Re: HVAC General Services Contract with Divco, Inc.

Divco Inc. has performed the preventative maintenance on our building HVAC systems since that program was implemented in 2015. They provide excellent service and let us know when units are at the end of their life.

They have not raised their prices this year and will hold this price for 2 more years. Staff feels this is a good deal and well worth the cost. This is an annually budgeted item.

RECOMMENDATION. Approve contract with Divco, Inc. for preventative HVAC maintenance in an amount not to exceed \$22,048.22.

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PORT OF HOOD RIVER MAINTENANCE CONTRACT

This Contract is entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, (hereinafter called "Port") and Divco, Inc. (hereinafter called "Contractor" or "Divco"), effective on the later date of the two dates shown above the parties' signatures below.

WITNESSETH:

WHEREAS, Contractor, having examined the project site and become familiar and satisfied with conditions, has submitted an acceptable bid for the following described scope of work: General preventative maintenance at Port buildings of all HVAC units listed on the attached unit list. See attached Scope of work for details.

WHEREAS, the parties hereto desire that this contract be undertaken and completed on the terms and conditions as hereafter set forth; now

THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS OF PERFORMANCE:

Contractor agrees to perform the described work and provide all machinery, tools, apparatus, materials, equipment, labor and other means of maintenance (Work") necessary to complete the Work at the designated locations in accordance with all terms specified, in accordance with this contract and the following attached documents:

- A) Scope of Work
- B) Divco Pricing For Each Site and Service
- C) Contractor Insurance Required

CONTRACT PRICE:

Subject to the provisions of all contract documents and in consideration of the faithful performance of the terms and conditions thereof by Contractor, the Port agrees to pay Contractor for services provided by Contractor charged at Contractor's standard rates, and in any event **in an amount not to exceed \$22,048.22 if all contract services are provided by Contractor during the full contract term.**

CONTRACT DATES:

Contract will be in effect on the date the contract is last signed by both parties and will continue through December 31, 2019.

REPRESENTATIVES:

Unless otherwise specified in the Contract Documents, the Port designates Anne Medenbach as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters relating to performance, payment, authorization, and to carry out the responsibilities of the Port. Contractor has named Charles DeSalvo Authorized Representative to act on its behalf.

PAYMENT:

Contractor shall submit invoices for any Work completed with descriptions of services provided, dates and places of services, hours of Work and hourly rates and any costs charged. The Port's Authorized Representative shall review all bills to confirm they are correct, and upon approval make payments to Contractor in a timely manner.

RESPONSIBILITY FOR DAMAGES/INDEMNITY:

Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from the carrying out of Work to be done under this contract, or from any act, omission or neglect of the Contractor, its subcontractors, personnel, or agents.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Port, Port's Commissioners, agents, officers, and employees from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to (a) any damage, injury, loss, expense, inconvenience or delay directly related to or resulting from Contractor's Work, (b) any accident or occurrence which happens or is alleged to have happened in or about a project site or any place where the Work is being performed, or in the vicinity of either at any time prior to the time the Work is fully completed, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract which is to be observed or performed by the Contractor, or any breach of agreement, representation or warranty of the Contractor contained in the Contract or any subcontract, (d) the negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140) and (e) any lien filed in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

CHANGES IN WORK

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Port's Authorized Representative, and after any other necessary approvals required by the Port have been obtained. If a formal contract amendment is required, it will not be effective until its execution by the parties to this Contract.

USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by the contract, and applicable laws, ordinances, permits or directions of the Port's Authorized Representative. Contractor shall follow the Port's Authorized Representative's instructions regarding use of premises, if any.

PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

Contractor shall maintain continuous and adequate protection of all of the Work and Port property from damage, and shall protect the Port's Authorized Representative, Port's workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Port, any damage, injury, or loss, except such as may be directly due to errors of Port. Contractor shall also adequately protect adjacent property.

Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the contract and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as appropriate under the conditions and progress of workers performing Work, safety barriers and or/signs to protect the public against any hazards created by or related to the Work. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Port's Authorized Representative. The Port's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

Contractor shall not enter upon private property without first obtaining permission from the private property owner or person in possession and control, and the Pot's duly Authorized

Representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work sites contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and Port and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the Port's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the Work site.

Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Port's Authorized Representative, shall act reasonably to prevent threatened loss or injury.

CUTTING AND PATCHING

Contractor shall be responsible for restoring all cut, fitted, or patched surfaces of buildings or equipment to an original condition.

CLEANING UP

From time to time as may be ordered by the Port the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Port, the work may be done by others and the cost charged to the Contractor and deducted from payment due to the Contractor.

ENVIRONMENTAL CONTAMINATION

Contractor will be held responsible for and shall indemnify, defend (with counsel of Port's choice) and hold harmless Port from and against any costs, expenses, damages, claims, and causes action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation and handling during the performance of the Contract which occur as a result of, or are contributed to by the negligence or actions of Contractor or its personnel, agents, or subcontractors or any failure to perform in accordance with the Contract (except to the extent otherwise void under ORS 30.140).

Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Port and be performed by properly qualified personnel.

Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Port. A written follow-up report shall be submitted to the Port within forty-eight (48) hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law).
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.

- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or any officials other than Port.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

FORCE MAJEURE

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

WARRANTY WORK

Neither the final payment nor any provision of the contract shall relieve the Contractor from responsibility for defective work and, unless a longer period is specified, Contractor shall correct all defaults that appear in the work within a period of one year from the date of issuance of Work completion except for latent defects which will be remedied by the Contractor at any time they become apparent.

The Port shall give the Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Port's demand. If Contractor fails to complete the warranty work within such period as Port determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting Contractor's obligations, Port may perform such work and Contractor shall reimburse Port for all costs of the same within thirty (30) days after demand.

In addition to Contractor's warranty, any manufacturer's warranties shall pass to the Port and shall not take effect until that work has been completed.

PORT'S RIGHT TO SUSPEND OR TERMINATE WORK

The Port and the Port's Authorized Representative has the authority to suspend or terminate portions or all of the Work due to the following causes, as determined by the Port:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out Port orders;
- (d) Conditions, in the opinion of the Port's Authorized Representative, which are unsuitable for performing the work;
- (e) Time required to investigate work site conditions;
- (f) Any reason considered by the Port to be in the Port's interest

The Port shall notify the Contractor in writing of the effective date of Contract Work termination and specify what Work is terminated. In cases of Work suspension the Port shall specify what Work is suspended and notify Contractor in writing when to resume the work. Port termination of all work will terminate the Contract.

CONTRACTOR'S RESPONSIBILITIES IF WORK IS SUSPENDED

During a period of Work suspension, Contractor is responsible to continue Contract maintenance work not suspended.

CONTRACTOR COMPENSATION AFTER SUSPENSION OR TERMINATION

If the Port suspends or terminates Work, Contractor shall be entitled to receive compensation for work satisfactorily performed prior to the suspension and for work resumed after

suspension, or for Work satisfactorily performed prior to termination, but shall not be entitled to receive other compensation for lost profits or otherwise.

ACTION UPON TERMINATION

Upon receiving a notice from the Port of termination of the Work , and except as otherwise directed by the Port, Contractor shall immediately cease doing the Work terminated. In addition, Contractor shall terminate any subcontracts or orders to the extent they relate to the Work terminated, without cost to the Port. Upon termination Contractor shall deliver all records and documents, or information requested by the Port that would be deliverable to the Port had the Work been completed.

CONTRACT CHANGES

No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

LAWS TO BE OBSERVED

This contract shall be governed by the laws of the State of Oregon. If any legal action is brought to interpret or enforce this contract it shall be brought in the circuit court of the state of Oregon, in Hood River County.

IN WITNESS WHEREOF the parties have executed this Contract.

DIVCO, INC.

PORT OF HOOD RIVER

December_____, 2017

December _____, 2017

By _____
Charles DeSalvo, Account Manager
PO Box 3245
Spokane, WA, 99202-3245
(541) 354-1163
charlesdesalvo@divcoec.com
EIN: _____

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

EXHIBIT A

Scope of work - General

This agreement offers planned maintenance for the critical pieces of your mechanical systems. The maintenance tasking procedures are conducted in accordance with the manufacturer's specification. These tasks are performed by factory trained and licensed personnel, in order to maximize life span, improve operating efficiency, reduce breakdown and improve comfort conditions. We recommend this preventive maintenance service in order to maintain the original condition of installed and commissioned systems. We accomplish this by executing the necessary testing and calibration, as well as identifying defects and potential problem areas.

- ◆ Planned maintenance activities will be performed during normal business hours (8:00 a.m. to 5:00 p.m., Monday - Friday), with the option for after-hours arrangements.
- ◆ Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these tasks.
- ◆ DIVCO will test and cycle all equipment after service is complete, to ensure proper operational conditions.
- ◆ After completion, you will receive a service report with written documentation of tasks performed and any recommendations of our findings for your records.
- ◆ The end result of these services shall be:
 - Energy savings up to 10 percent.
 - Investment protection.
 - Decreased downtime.
 - Increased occupant comfort.
 - Trouble-free operation.
 - Increase equipment life span.

EXHIBIT A CON'T

Service Tasks

Listed below are common tasks and services for equipment covered herein. Detailed tasking, specific to items on the attached equipment list, will be prepared by the service manager and presented to the service technician upon agreement start-up.

HVAC Equipment PM

- ◆ Service includes checking for unusual noises, vibration, or corrosion, securing panels and reporting any leaks. Additionally, DIVCO will check unit control panels for damaged wiring and verify proper operation of all components. DIVCO will record voltage and amperage, and inspect motor starters and contactors. The technician will inspect and adjust blower motors, belts, sleeves, evaporator coils, air filters, and condensate drains. DIVCO will also meg motors (20 HP and larger, compressor motors 7-ton and larger), inspect and adjust condenser fan motors, blades, speed controls, and condenser coils.
 - The above is included in your program; 2 PM's per unit, per year.

Filter Service

- ◆ If selected, DIVCO shall furnish and install quality air filter media. This service will be performed as required, during the scheduled service, for the applicable items on the *equipment list*. If changing environmental conditions or experience indicates that the filter-changing schedule needs to be adjusted, it will be modified by mutual consent.
 - The above is included in your program; 2 filter changes per unit, per year.

Condenser Coil Cleaning Service

- ◆ If selected, Condenser coil cleaning will be accomplished annually during the cooling season. This will help prolong the condenser life and add to increase efficiency during the cooling season. If changing environmental conditions or experience indicates that the above condenser coil-cleaning schedule needs to be adjusted, it will be modified by mutual consent.
- ◆ The above is included in your program; 1 coil cleaning per unit, per year if selected.

EXHIBIT B

Pricing For Each Site and Service

	<u>HVAC Preventive Maintenance</u>	<u>Annual Condenser Coil Cleaning</u>	<u>Filter changes (2) during scheduled PM</u>	<u>Total Annual Cost</u>	<u>Bi-ANNUAL PAYMENT</u>
Port office building & shop 1000 E. Port Marina Dr.	\$ 1,568.63	\$ 240.00	\$ 155.00	\$ 1,963.63	\$ 981.81
Marina park office 700 E. Port Marina Way	\$ 1,352.44	\$ 160.00	\$ 124.00	\$ 1,636.44	\$ 818.22
DMV 600 E. Port Marina Way	\$ 318.42	\$ 63.00	\$ 62.00	\$ 443.42	\$ 221.71
Yacht club / Marina restrooms	\$ 120.66		\$ 31.00	\$ 151.66	\$ 75.83
Big 7 616 Industrial Way	\$ 5,622.00	\$ 480.00	\$ 527.00	\$ 6,629.00	\$ 3,314.50
Jensen Building 400 Port Way Ave	\$ 2,230.60	\$ 240.00	\$ 775.00	\$ 3,245.60	\$ 1,622.80
Timber Incubator 3875 Heron Dr.	\$ 723.98			\$ 723.98	\$ 361.99
Maritime Building 900 Portway Ave	\$ 935.14			\$ 935.14	\$ 467.57
Toll House	\$ 318.42	\$ 63.00	\$ 31.00	\$ 412.42	\$ 206.21
Airport White Hanger	\$ 241.33			\$ 241.33	\$ 120.66
Airport FBO	\$ 120.66	\$ 45.00		\$ 165.66	\$ 82.83
Halyard Building 707 Portway Ave	\$ 636.84	\$ 102.00	\$ 775.00	\$ 1,513.84	\$ 756.92
Wasco Building 205 Wasco Loop	\$ 2,654.60	\$ 440.00	\$ 620.00	\$ 3,714.60	\$ 1,857.30
Restrooms Beach, Event, Boat	\$ 271.49			\$ 271.49	\$ 135.75
TOTALS	\$ 17,115.22	\$ 1,833.00	\$ 3,100.00	\$ 22,048.22	\$ 11,024.11

Exhibit C INSURANCE

Contractors, please send this to your insurance agent immediately.

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

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

Required and attached OR Contractor is exempt

Certified by Contractor: _____

Signature/Title

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

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

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

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

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Commission Memo



Prepared by: Anne Medenbach
Date: December 5, 2017
Re: Bob Holliston T-Hangar Lease

Bob Holliston is a long time T-Hangar tenant at the airport. He built and owns a kit plane, which is a smaller aircraft than a single piston engine typically seen at our airport. He has a friend who also owns a kit plane and who has been storing his plane in Bob's hangar.

They would like to make this arrangement legitimate and are requesting an amendment to the T hangar lease to allow:

1. Two planes in one hangar
2. Two tenants in one hangar

The attached lease remedies these two requests. This request has been approved by the Airport Advisory Committee as a one-time accommodation for a unique situation.

If approved, the attached lease would be effective January 1, 2018.

RECOMMENDATION. Approve Lease with Bob Holliston and Dan Darling for T-Hangar unit C-12.

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**PORT OF HOOD RIVER
KEN JERSTEDT AIRFIELD**

1000 E. Port Marina Drive
Hood River, OR 97031

Phone: (541) 386-1645 FAX: (541) 386-1395 Email: porthr@gorge.net

T-HANGAR LEASE AGREEMENT

Effective Date: January 1, 2018

Hangar Number: C-12

Term/Automatic Renewal. The undersigned ("Tenant") agrees to lease the Hangar Number location listed above at the Port of Hood River Ken Jernstedt Airfield ("premises" or "hangar"), to comply with all terms of this Agreement, and to abide by the ordinances, and applicable rules and regulations of the Port of Hood River ("Port"). The hangar shall be used for the storage of two aircraft owned or leased by Tenant. Tenant shall provide written proof of aircraft ownership or lease interest to the Port upon request. This Agreement shall be considered in effect on and after the Effective Date stated above ("Effective Date"), provided the Port and Tenant both sign this Agreement. This Agreement shall remain in effect during the Effective Date calendar year, unless terminated earlier as provided in this Agreement. If this Agreement is in effect on December 31 any year, it shall be considered automatically renewed on January 1 of the following year, and shall remain in effect extending an annual tenancy for that calendar year unless: (1) notice is given by the Port or Tenant prior to December 1 that the Agreement will be terminated, or (2) the Port notifies Tenant that the Agreement may be renewed subject to Tenant signing a new Agreement or Agreement amendment. A condition of Agreement renewal may be that Tenant has fully complied with the terms and conditions of this Agreement, or that Tenant provides adequate assurances satisfactory to Port of future compliance. The Port reserves the right to terminate the automatic renewal of this Agreement prior to December 1 of any year, for any reason.

Charges. Tenant has received, read, and agrees to pay applicable charges described in the Port's T-Hangar Rate Schedule, in effect on the Effective Date stated above. Tenant also agrees to pay new or revised T-Hangar charges adopted by the Port hereafter. If charges for annual tenancies are changed, the new charges payable by Tenant shall take effect on the next January 1 after being posted on the Port's website at www.portofhoodriver.com, or a later date if so specified by the Port.

Insurance. Tenant shall provide the Port with a Certificate of Insurance for Airport Premises Liability with the following coverage provided: minimum limits of \$1,000,000 CSL (combined single limit). The policy shall be issued in the name of the Port of Hood River, who shall also be named as Additional Insured, with the right to receive at least 30 days prior written notice of insurance cancellation and notice of renewal. Failure to provide or keep in force such insurance shall be construed as a default of the T-Hangar agreement and is cause for termination of the Agreement.

Location. The premises leased shall be the hangar number location at the Ken Jernstedt Airfield property, together with reasonably necessary rights of access across Port's adjoining areas. Access to "A" and "B" Hangars will be from the north access road only. Access to "C" Hangars will be from the south access road only. Crossing an active runway and taxiway by vehicle to access north or south hangars is a violation of this Agreement.

Access. Tenant shall use only the hangar padlock and key provided by the Port to access the premises. Use of this lock is mandatory and is provided at the direction of the West Side Fire Department Fire Marshal. Replacement of this lock will be a violation of this Agreement with the Port, and a violation of the Fire Marshal's requirement. Tenant accepts as a condition of this Agreement Port's and the Fire Marshall's right of access to the hangar premises. Port will generally provide at

least 24 hours' notice to Tenant if non-emergency access is needed for inspection or other reasons, but may provide less notice in the Port's discretion.

Maintenance. Port will maintain the structural components of the hangar including the doors and door mechanisms. Tenant shall be responsible and liable for any damage to the hangar caused by or related to Tenant's use or use of any Tenant invitees, including but not limited to, bent or broken interior and exterior walls or ceilings, damage to doors and door mechanism, damage to unsealed floors due to fuel or oil spilling, and damage due to improper or negligent use of the premises. Tenant is required to equip and maintain a metal drip pan under the engine of the aircraft in the hangar. Tenant shall not allow the premises to be in or remain in such a condition as would constitute a fire hazard.

No maintenance of the stored aircraft shall be conducted in the hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Oily rags and similar materials shall be stored in metal, metal-lined or other approved containers equipped with tight-fitting covers. Combustible rubbish shall be removed from the premises daily.

Liability. The Port hereby expressly disclaims any and all liability for damage to aircraft or any other items stored or placed in or about the hangar. Tenant shall be liable for any damage to Port's property or to aircraft arising from Tenant's negligence, including but not limited to the carrying on of unauthorized activities in the hangar.

Unauthorized Activities. Tenant may not park automobiles in the hangar. Parking is to be confined to designated automobile parking areas only. Tenant agrees that no commercial activities will be conducted on Port airport property, including the premises, without the express approval of the Port. This includes, but is not limited to, aircraft rental, charter, leasing, flight instruction, aerial survey work or photography work. Hangars are not to be used for material storage unrelated to aviation. Material expressly prohibited includes, but is not limited to, the following: motor vehicles, ammunition, snowmobiles, chainsaws, motor homes, travel trailers and recreational gear.

Safety. Flammable and combustible liquids shall not be dispensed into or removed from the fuel system of an aircraft within the aircraft hangar. Quantities of flammable and combustible liquids used for maintenance purposes shall not exceed 10 gallons stored in safe, approved containers. Aircraft, engines and parts of aircraft shall not be cleaned with a flammable liquid in the premises or within 50 feet of another aircraft, building or other hangar. Open flames, flame-producing devices and other sources of ignition are not permitted. Aircraft engines shall not be run in the hangar. Use of combustible materials for minor maintenance purposes requires Tenant to provide at a minimum, a 10 pound, 2A-10BC extinguisher for the premises. This extinguisher will be securely mounted near the premises entry. ABC type extinguishers should not be used on aircraft due to their corrosive nature.

Sub-Leasing Prohibited. The hangar shall not be sub-leased by Tenant nor shall this Agreement or any rights to use the hangar be assigned without the express written approval of the Port, which may be granted or denied in the Port's discretion. Storage or parking of aircraft not owned by or leased by Tenant shall be construed as a sub-lease and shall be grounds for termination of this Agreement.

Termination. This Agreement may be terminated by Tenant upon thirty (30) days' written notice, in which case the Port will refund prepaid rental for the remaining months of this Agreement, excluding rent payable through the month of termination which the Port shall be entitled to keep.

Port may terminate this Agreement upon the occurrence of any of the following which shall

constitute a breach of this Agreement by Tenant: (a) Rent not paid within ten (10) days of its due date; (b) Tenant has failed to comply with any condition of this Agreement and has not reasonably corrected the deficiency after not less than ten (10) days' notice by Port. In the event of such a breach, Port shall notify Tenant of the termination in writing. Port shall be entitled to keep rent owed through the month the lease is terminated. Tenant shall have three (3) days after the date of the Port's notice terminating the Agreement to remove the aircraft from the hangar, after which Tenant shall be considered a hold over tenant in breach of this Agreement, who shall be responsible to pay rent and comply with all Agreement terms during Tenant's hold over occupancy, prior to being legally evicted or vacating the premises voluntarily. In addition to the Port's right to terminate this Agreement, the Port shall have any other available legal remedy to enforce the terms of this Agreement.

Hold Harmless. Tenant shall conduct their activities under this Agreement at Tenant's own risk, and shall defend, hold harmless and indemnify the Port of Hood River, its Commissioners, agents, officers and employees from any and all damages, demands, suits and actions whatsoever resulting from or because of any damage to property, or injury or death to any person(s) arising out of Tenant's or Tenant's invitee's negligent construction, maintenance, repair, alteration, operations, control or use of the premises, or any breach of terms of this Agreement.

Security. Tenant agrees to abide by and cooperate with Port in the enforcement and implementation of applicable FAA or Port airport security regulations and measures. Security of the hangar itself shall be the responsibility of Tenant. Port shall have the right of reasonable access to the hangar for general inspection and access in the event of an emergency with the Port to be the sole determiner as to whether or not an emergency exists and whether or not it is necessary for the Port to enter the leased premises, without prior notice. Tenant agrees to keep the doors to the hangar closed whenever possible. Tenant agrees not to unreasonably interfere with the use by others of an adjacent hangar.

Excesses. The parties agree that the Port may impose an extra charge over and above the rental herein specified for any abnormal amounts of electric power utilized by the Tenant. The Port shall be the sole determiner as to what constitutes an abnormal amount of power. Such charges shall be paid within ten (10) days' written notice to the Tenant by the Port of the imposition of said charges.

Enforcement. If a legal action is brought to enforce this Agreement, the prevailing party shall be entitled to receive attorney's fees and court costs at trial and on appeal.

All payments due under the terms of this Agreement shall be payable to the PORT OF HOOD RIVER at its office at 1000 E. Port Marina Drive, Hood River, OR 97031.

FAA Requirements.

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

covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Prior and Future Agreements. Any agreement in effect between Tenant and the Port concerning the premises on December 31, 2013, is extinguished after that date, and replaced by this Agreement if this Agreement is signed by the Port and Tenant. The Port reserves the right to amend the terms of this Agreement or replace this Agreement in the future as of January 1 of any year, by notifying Tenant of the new Agreement terms by December 1 prior to the following January 1.

Time of Performance; Non-waiver. Time is of the essence of payment dates and performance obligations required by this Agreement. Waiver by the Port of strict performance of any provision of this Agreement shall not be a waiver of the Port's right to require strict performance of the same or a different provision in the future.

Agreed to this _____ day of _____, 20_____.

Bob Holliston, Tenant: _____

Dan Darling, Tenant: _____

Port of Hood River Signature: _____

Please sign and date above; provide full information as requested below; and then return all pages to the Port of Hood River.

***Please complete the following information for each plane.
The Port will not sign the Agreement without this information.***

Name: Airplane Make:
Home Address: Model:
Home Phone: FAA (N Number) Registration:
Insurance Agent Name/Phone Number:

E-mail address:

Emergency Contact Name/Phone:

Is this aircraft owned and/or operated by a partnership, including flying clubs? Yes___ No___

If yes, please include the names, addresses, phone numbers, and email addresses of all partners below:

Port-issued padlock with two keys (#_____)

***Please complete the following information.
The Port will not sign the Agreement without this information.***

Name: Airplane Make:
Home Address: Model:
Home Phone: FAA (N Number) Registration:
Insurance Agent Name/Phone Number:

E-mail address:

Emergency Contact Name/Phone:

Is this aircraft owned and/or operated by a partnership, including flying clubs? Yes___ No___

If yes, please include the names, addresses, phone numbers, and email addresses of all partners below:

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Commission Memo



Prepared by: Genevieve Scholl
Date: December 5, 2017
Re: Columbia Gorge Community College

Columbia Gorge Community College Marketing and Outreach Manager, Dan Spatz, will give a presentation to provide an update to the college's operations in Hood River and The Dalles.

RECOMMENDATION. Informational.

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Commission Memo



Prepared by: Anne Medenbach
Date: December 5, 2017
Re: Hood River County Energy Plan

In November of 2016, Hood River County created a steering committee and brought together the Port, Hood River County, Port of Cascade Locks, and the City of Hood River to develop a Hood River County Energy Plan (“Energy Plan”) that could help move the county towards a more stable energy future. Over the past year, the committee has worked with many community members, public utilities and professionals to develop the plan which would give the county a blueprint to move forward.

The resulting stated goals of the Energy Plan are to:

1. Reduce fossil fuel use in Hood River County.
2. Improve resilience and energy independence.
3. Increase investment in local power.

The plan includes objectives and strategies that address energy use, efficiency, energy source, production, as well as impacts of transit and infrastructure in the following four focus areas:

1. Building design, construction, and occupancy
2. Transportation and land use
3. Agriculture and water
4. Community-scale solutions

The County would like the Port to adopt a resolution which states that the Port will support these efforts in the future whenever feasible. A draft resolution is attached along with the Executive Summary of the draft Energy Plan. Please review the complete document online at <http://bit.ly/2jySewO>. Also attached is a letter received from Pacific Power regarding the plan. These items are provided for information and discussion. Staff expects to recommend formal adoption of the resolution during the December 19 meeting.

RECOMMENDATION: Discussion.

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Resolution No. 2017-18-X_
**RESOLUTION OF
 THE PORT OF HOOD RIVER BOARD OF
 COMMISSIONERS, HOOD RIVER, OREGON**

ORGANIZATIONAL COMMITMENT TO THE HOOD RIVER COUNTY ENERGY PLAN

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

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

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

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

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

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

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

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

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

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

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

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

1. Reduce fossil fuel emissions related to energy use in the county of Hood River. Specifically, replace power generated from fossil fuels with clean, renewable energy in buildings, water

systems, and transportation by 30% in 2030, 50% in 2040 and 80% in 2050, as compared with 2016 levels.

2. Improve resilience and energy independence. Specifically, generate 50% of the county's energy needs with new, local diversified energy sources and storage capacity by 2050. Increase overall capacity, price security, energy generation control and stability, and provide key services in the event of emergency.
3. Increase investment in locally produced power. Specifically, strategically utilize \$25 million in revolving funds by 2025 to enable local clean energy projects and create a business environment that supports the Hood River County Energy Plan goals.

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

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

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

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

Adopted by the Port Board of Commissioners this the _____ day of _____, 2017, and effective immediately.

Hoby Streich, President

Brian Shortt, Vice President

Ben Sheppard, Treasurer

John Everitt, Secretary

David Meriwether, Commissioner

Jerry Jacques, Legal Counsel

HOOD RIVER COUNTY ENERGY PLAN

DEVELOPED IN 2017



Photo by Sarah Moore

PUBLIC COMMENT PERIOD - NOV. 15 - DEC. 15, 2017



EXECUTIVE SUMMARY



Photo by Becky Brun

Hood River County has a long-standing history of energy efficiency and renewable energy development — as a means to reduce energy costs, hedge our bets against rising energy costs in the future, and increase our community’s resilience to warming temperatures and natural disasters, both natural and human caused. The energy industry is rapidly changing, and concerns about climate change and its adverse effects are growing every day. Because of the groundwork we’ve already laid, Hood River has a great opportunity to plan our energy future in a way that works for us. We can invest in an energy future that provides good, local jobs, generates clean power, saves taxpayers money, and sets us up to be a refuge in times of emergency. We can join other model communities like Lake County, Oregon, which is on target to save residents \$9 million dollars over 10 years through investments in clean, renewable energy.

Climate change threatens to significantly impact the surrounding natural environment and resources on which Hood River County’s economy and livability depends. Warming temperatures are already impacting Hood River County: Vanishing snowpack, declining stream flows, severe storms, prolonged drought, and increasing wildfire risks threaten public health, food security, business supply chains, recreation, tourism and quality of life.

These impacts are projected to become much more severe in coming decades. And the threat of man-made and natural disasters — ranging from oil train derailments to wildfires to earthquakes — is more imminent than ever. The county’s dependence on out-of-state energy makes us vulnerable during emergencies as well as to volatile price changes from national and international markets. Hood

River County, along with other government bodies throughout the region, has a responsibility to address the risks associated with climate change and natural disasters. We also have a responsibility to look at our energy use — one of the community’s biggest expenses — and determine ways to more efficiently and cost-effectively procure and use it.

Recognizing that the ability to solve these complex problems requires collaboration and communication with public and private partners, Hood River County in 2016 invited local partners and stakeholders to jointly develop the Hood River County Energy Plan. In doing so, we joined a growing list of communities around the U.S. and the world that are addressing climate change and energy concerns with a long-term vision and plan.

A 12-month process involving more than two dozen volunteers and hundreds of hours resulted in this document, which is a blueprint to help our community work toward three goals:

1. **Reduce fossilfuel use in Hood River County.** Specifically, replace power generated from fossil fuels with clean, renewable energy in buildings, water systems, and transportation by 30% in 2030, 50% in 2040 and 80% in 2050, as compared with 2016 levels.
2. **Improve resilience and energy independence.** Specifically, generate 50% of the county’s energy needs from new local diversified energy sources and storage capacity by 2050. Increase overall capacity, price security, energy generation control and stability, and provide key services in the event of emergency.
3. **Increase investment in local power.** Specifically, strategically utilize \$25 million in revolving funds by 2025 to enable local projects and create a business environment that supports our Energy Plan goals. Benefit the local economy by increasing investment in clean energy technologies and decreasing out of region and out of pocket expenditures. Keep dollars spent and dollars saved on energy in the community.

VISION STATEMENT

The Hood River Energy Plan is a blueprint to reduce emissions from the burning of fossil fuels and increase economic benefits related to energy use in Hood River County, while improving community resilience and energy independence.



SCOPE

The Hood River County Energy Plan addresses the energy generated and used within Hood River County. It includes objectives and strategies to address energy use efficiency, energy source, local energy generation, energy impacts of personal and mass transit, and the infrastructure decisions impacting energy use.

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

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

NEXT STEPS

The Hood River Energy Plan Steering Committee presents this plan to all local government agencies and special districts, and invites each one of them to adopt the plan's goals and vision. That's the first step, usually done by resolution, in a long process that will continue to rely on public involvement, subject matter experts, and public and private sector leadership.

This document does not provide a specific pathway for achieving the plan's goals. The strategies and actions pursued will vary by government agency and special district. However, the Hood River Energy Plan Steering Committee looks forward to working with the county, cities, ports and other local partners to create the Implementation Plan, a process by which priority projects will emerge, along with specific plans of action and a list of resource needs.

It's recommended that the county and other agencies use the Energy Plan as a guiding document and, when determined appropriate, incorporate the Energy Plan's goals, strategies and actions into, but not limited to, the following types of plans: Comprehensive Plans, Water Master Plans, Master Plans (parks, buildings, storm-water etc), Regional Transportation Plans, County Land Use Code, County Building Department Permitting Fee Structure and SDC Fee Structure and Utility Plans.

The creation of the Hood River County Energy Plan has already demonstrated that only by working together can we succeed.

NOV 27 2017

Lori Wyman
Regional Business Manager
4235 Westgate Avenue
Pendleton, OR 97801
(541) 278-6650



November 21, 2017

Port of Hood River, Port Commission
Hoby Streich, President
1000 E. Port Marina Drive
Hood River, OR 97031

Dear Port Commissioner Steich,

As the Hood River County Board of Commissioners considers the Hood River County Energy Plan, Pacific Power appreciates the opportunity to weigh in and would like to offer our employees as a resource as the proposals are considered for implementation.

Pacific Power is an Oregon-based company that is honored to serve more than 7,000 electricity customers in Hood River County. Our employees work hard to provide our customers with safe, reliable and affordable energy. We also are uniquely positioned to help the county realize many of the goals in the energy plan through the energy efficiency, renewable energy, and additional emerging clean technology programs the company enables.

As you are likely aware, the energy plan covers four main areas: buildings; transportation and land use; agriculture and water; and community scale solutions. I would like to touch on ways the company and our partners, such as the Energy Trust of Oregon (ETO), are positioned to help the county meet main objectives in these areas.

Buildings. This section of the plan calls for increasing the energy efficiency of new and existing buildings and establishing buildings that can be energy independent for weeks in the event of a disaster.

In partnership with the ETO, Pacific Power provides a wide range of energy efficiency incentives and technical assistance for new and existing buildings and homes. Among them are:

- Path to Net Zero, which provides financial and technical assistance for homes and buildings that have the potential to create as much energy as they consume.
- Disaster preparedness assistance. Pacific Power and the ETO have partnered with the City of Portland and Multnomah County and other local stakeholders to identify potential public sites for solar and storage projects that can provide resiliency and

emergency preparedness benefits. This model could be replicated in Hood River County. Grants from the Blue Sky renewable energy program, for example, could be used to help cover the cost of renewable energy systems at buildings designated to be made energy independent by the plan.

- Development of building codes. Pacific Power has recently consulted both Governor Kate Brown's office and the City of Portland in development of building code changes to support energy efficiency and the development of clean energy technology. The company, and the ETO, can provide similar technical expertise to Hood River County.

Transportation and land use. This section calls for increased adoption of zero and low-emission vehicles and transportation system improvements to enhance connectivity for local and visitor travel.

The vehicle electrification programs available to Pacific Power customers and communities include:

- Grants that help communities cover the cost of public charging, fleet electrification, workplace charging, public transit electrification and other locally-driven ideas.
- Education campaigns and technical assistance for Pacific Power customers to understand the opportunities, costs and benefits of electric vehicles.
- A public charging pilot to install fast charging pods in Pacific Power communities.

Agriculture and water. Pacific Power and the ETO have a number of programs to help reduce energy consumption and increase energy production as part of this part of the plan, including:

- A wide range of incentives and technical assistance in partnership with the ETO to help reduce energy use by agriculture and irrigation customers.
- The availability of Blue Sky grants for in-conduit hydropower systems. For instance, the city of Astoria received Blue Sky funding to help install a 30 kW pipeline hydro system at the Bear Creek Reservoir.

Community scale solutions. This section calls for the development of 300 gigawatt hours of renewable energy projects in Hood River County and the Columbia Gorge region. Pacific Power is a recognized national leader in the development and integration of renewable resources. Regionally, the company owns and operates four wind projects in the Columbia Gorge and Columbia Plateau, and manages dozens of contracts for a variety of hydro, wind and solar resources that provide power to our customers. In addition, the company can help the community develop additional local renewable projects.

- The Blue Sky renewable energy program provides grants to support community renewable energy projects. Solar projects at Turtle Island Foods, May Street

Elementary, Hood River Valley High School, The Next Door, Inc., and the Port of Hood River Hallyard Building all were supported with Blue Sky grants.

- ETO incentives are available to help buy down the above market costs of small and large scale renewable energy projects in Pacific Power-served communities.
- Pacific Power customers and communities will be able to participate in the recently enacted community solar program, which will allow customers to subscribe to a portion of a community solar project and receive credits on their Pacific Power bill for energy produced by the project.
- Pacific Power customers can install rooftop solar and receive credit for electricity they produce and add back to the power grid through the net metering program.
- Pacific Power customers can participate in the nationally recognized Blue Sky renewable energy program and drive development of more renewable energy generation in Oregon and the region.

Concerns with Community Choice Aggregation, or CCAs

In addition to being a resource on the ways Pacific Power and its partnerships can help Hood River County achieve many its energy goals, I also want to provide input on a section of the plan that calls for the exploration of an alternative utility model and its potential implications for the energy plan.

Community Choice Aggregation (CCA) as conceived in other states is currently not allowed under Oregon law. Additionally, CCAs in Oregon and other Northwest states may need federal statutory changes in order to access any generation or transmission services from the Bonneville Power Administration. Beyond the legal and regulatory implications of forming a new, alternate electricity delivery model, Pacific Power believes there are other significant problems with this proposal in the energy plan. Among the potential impacts worth noting are:

- Customers of a CCA would no longer be Pacific Power customers. This would mean the loss of many if not all of the Pacific Power and ETO incentive programs mentioned above, as well as Blue Sky project funding, low-income energy assistance and other programs that are paid for by Pacific Power customers and can therefore only be used to serve Pacific Power customers and communities. A small CCA would have limited flexibility to reconstruct these programs due to broad funding obligations being shared by a smaller pool of customers.
- Cost uncertainty and risk. It is likely to be challenging for a CCA to provide lower cost electrical service to homes and businesses in places with already low-cost energy like Oregon.
 - CCA customers are typically required to pay for existing generation infrastructure and energy supply contracts that the utility developed to meet


the community's current and future energy needs. These "stranded cost" obligations would be in addition to the cost of new energy resources the CCA would need to procure.

- It's not clear how a CCA would be credit supported and financially backstopped, creating risk for a community if the CCA faces bankruptcy.
- Difficulty in developing local renewable energy resources.
 - In California, CCAs have typically taken advantage of existing generation resources and out-of-state resources, which is inconsistent with the energy plan's goal of local renewable energy development. In addition, a CCA would not meet the Bonneville Power Administration's Standards of Service and therefore would be ineligible to receive power supply contracts from BPA to supplement local service until a sufficient supply of local energy sources are developed. Grid integration and management of local supply by a CCA would also bring unknown operational challenges and costs.

The concerns expressed here regarding the CCA portion of the plan are important but relate to only a small portion of the plan. Overall, Pacific Power not only supports but is eager to help Hood River County realize the objectives of the plan.

If you have any further questions, please feel free to reach out to me directly at (541) 278-6650 and I would be more than happy to discuss the contents of this letter in more detail and direct you to the appropriate resources at Pacific Power or the Energy Trust of Oregon.

Sincerely,



Lori Wyman
Regional Business Manager, Pacific Power

Commission Memo



Prepared by: John Mann
Date: December 5, 2017
Re: Bridge Projects Update

Staff will present a verbal report and slide show of major 2017 bridge projects, summarized below:

Auxiliary Truss Project: The Auxiliary Truss project has been a high priority repair for years and is now complete. The contractor, Abhe & Svoboda, completed the work 56 days ahead of schedule. They proposed utilizing a work platform to eliminate the need to work over the side of the bridge. This allowed a much faster completion of the work with very little impact on traffic. We were scheduled for 110 days of single lane closures and the project was completed in 54 with the use of the movable scaffolding. The contractor was great to work with and did exemplary work.

Damage caused by over height load: The bridge was damaged last summer by an over height load. It damaged the portal bracing for the north tower. We have contract specifications in hand to have this work contracted for repair in the next budget cycle.

Bridge Vandalism: The bridge was badly vandalized this summer during a break-in of the control room and north tower. The vandals cut wires to many operating systems and damaged cabinets, switches, and lighting. Port staff, in coordination with Gorge Electric and SBE Engineering, were able to repair the bridge through extensive troubleshooting. Facilities staff will be working on securing these areas so this type of thing cannot occur again.

ODOT Signage Project: Coral Construction out of Beaverton was the accepted quote for the ODOT sign installation. The signs have been installed. WSDOT installed new signs earlier this year. Port staff will install the signs on the bridge and approaches in the next two months

Conclusion: It was a very busy year for repairs on the bridge. With the age of the bridge and the ever-increasing traffic loads we are anticipating significant ongoing maintenance work in the coming years, either by contracted firms or Port staff, or both working collaboratively.

RECOMMENDATION: Informational.

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Executive Director's Report

December 5, 2017

Staff & Administrative

- Attendees at the SDAO annual conference in Astoria on February 4-5 are now confirmed: Commissioners Sheppard and Everitt for the full conference and Commissioner Meriwether for the first two days. Steve Carlson, Waterfront Manager will also attend.
- We need to consider whether to attend the 2018 PNWA Mission to Washington next March. While there are always good general reasons to participate, given our state-funded Bridge replacement pre-development efforts, it may be less beneficial this next year. The trip costs approximately \$6,000 for two attendees.
- We expect to receive Glen Hiemstra's report on the November 14-15 "Futures" work session in the next week. Commission and staff should consider and discuss how it might shape our efforts over the coming years at future Commission meetings.
- Staff will begin preparation of the FY 18/19 budget in January.

Recreation/Marina

- A shipment of GFCI breakers for the pedestals on South 'C' Dock have arrived and will be installed within the next two weeks. These breakers are set to trip at 5 mA. After installation, all pedestals on 'C' Dock will have GFCI protection.

Development/Property

- Lot #1 will be the subject of a Hood River Urban Renewal Agency worksession on December 18. I expect to meet with City Manager Steve Wheeler, Larry Brown, consultant to the City, and Commissioners Streich and Meriwether prior to the meeting to discuss information needs and presentation approach.
- I am working with Jerry to prepare a draft Amendment #7 to the DDA with Key Development on Lot #1 of the Expo Property. Lot #1 encompasses most of the parking area west of the old Expo Building. The DDA anticipated a small industrial building to be constructed but schedule milestones have not been met. In part, this is due to the collective parking needs of existing tenants.
- DSL has concurred with the wetland delineation reports for both the John Webber Business park and the Lower mill. The permit applications have been submitted and we expect responses back before Christmas.

Airport

- The current T-Hanger wait list has 48 entries. Staff is working to implement an outreach effort to confirm the interest of all names on the list. This will likely include a mandatory fee like the approach used for the Marina Wait List.
- Anne is beginning to work on project bid documents for capital improvements as well as wetlands, COVI and paving projects for the upcoming bidding season. Public bids get the best response when put out in winter. Engineering contracts for design and specifications will be forthcoming in the next 1-2 months.
- Staff has been working on changes to Ordinance 23 and new minimum standards. These will be presented in draft form for board review within the coming months.
- Staff is negotiating a DDA amendment #1 for the South Development agreement with Hood Tech Corp. Aero Inc. The size and use mix of the building has changed slightly as has the schedule.
- The Fly Friendly program outline has been approved by the AAC and will be presented at the December 19th board meeting.

Bridge/Transportation

- A full height bridge lift occurred on November 22. This was carried out to grease the cables and bearings, and to remove tools from the top of the towers prior to winter.
- The auxiliary truss repair project has been completed by Abhe & Svoboda. The only remaining known issue with the lift span are repairs to the lower chord of the thru-truss, which was impacted earlier this year. John Mann will brief the Commission on this project.
- I still have not received a definitive response from ODOT to our suggested changes to the draft IGA regarding the \$5 million for bridge pre-development efforts. I will continue to reach out to ODOT in the next few days.
- My briefing to the Bingen City Council regarding the toll increase is scheduled for December 5. I am still seeking to be on the Klickitat County Commission agenda.
- The launch date for the web portal that will allow customer management of Breeze-By accounts is expected to occur in mid-December. Various newspaper advertising & press releases will accompany the roll out.

- Bridge deck welding is occurring from November 27 through December 8. This is a significant effort combining Port crews and a private contractor, and requires one-lane closures from 9:00 a.m. to 3:00 p.m. each day, weather permitting.
- Attached is a conceptual schedule for the next major bridge replacement pre-development steps. Most of these administrative and consultant tasks are components of the expected Port/ODOT IGA, a discussion topic at the November 21 meeting.
- Also attached is summary explanation from Fred Kowell of the data required for Breeze-By applications. This was also a discussion topic at the last meeting.

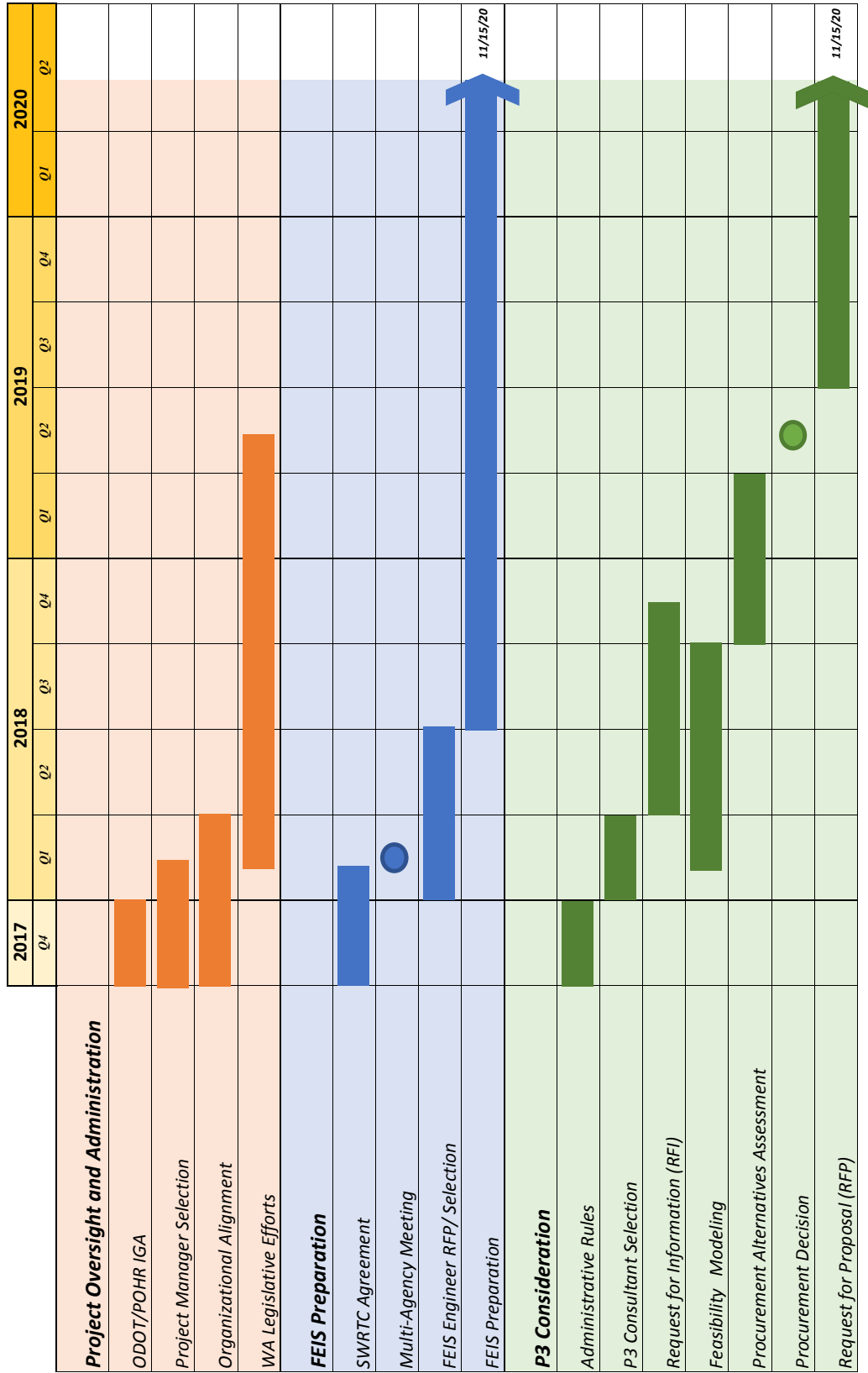
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Hood River/ White Salmon Toll Bridge
Pre-Development Tasks

Concept Schedule

Draft 11/30/17



Legend:
 - Progress
 - Milestone

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SUMMARY OF BREEZEBY CUSTOMER DATA REQUIREMENTS

Submitted by: Fred Kowell, CFO as an attachment to the Director's Report

The Port has always requested the Breezeby's customer name, address, phone number and vehicle type (ie. Pickup), make, model and color. What has been optional has been the license plate number and email address. The email address was required if the customer wanted a statement via email.

Initially as well as today the above information is pertinent to contact the customer in the event the customer doesn't abide by Port policies regarding the bridge. This mostly has to do with run-throughs using a Breezeby account. To identify a customer with their transponder number and be able to send them a notice or letter, required the above information. What we found out was that the address the customer gave us was sometimes not the address the vehicle was registered to. It was helpful in acquiring an address to notify the customer of the Port policies in using the bridge but we came to realize the license plate number is required if we want to use the DMV system in looking up an address of the vehicle that is being used.

So starting in 2016, the Port began the process of upgrading its Breezeby office system. In this process, we designed the new Breezeby with the intent that in the near future (18-24 months) we would migrate to an ALL electronic tolling system which would involve license plate recognition. License plate recognition uses the license plate number and validates it against a DMV database. Also, during this interim period, we use the license plate number to lookup the address of a vehicle that is running-through our facility. The current electronic system is pretty good but it is only accurate between 97-98% of the time. The difference (2-3%) is logged as a run-through. With the license plate recognition update, we would be able to move our accuracy rate to 100%, which would pay for itself.

With the probability of moving to an ALL electronic tolling system in the next 1-2 years and it being such a short timeline, the requirement to make the license plate number a functional field was put into the upgrade. Before April 2017, the previous Breezeby system was an optional field (memo field), but the new Breezeby system requires a license plate number and is embedded in the programming for the next phase. It's also easier to capture the information today then request it from everyone when the new license plate system is put into place. Also, we continue to use the license plate number in validating that we do have a valid address when the Notice to Customer is mailed and comes back as undeliverable.

So, the following information is requested of the customer:

Name, Address, phone number (optional), email address (optional)

Vehicle make, model color, year, and license plate number

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Commission Memo



Prepared by: Michael McElwee
Date: December 5, 2017
Re: 2018 Bridge Toll Increase

At the November 21, 2017 regular meeting, the Commission discussed public input received over the past two months regarding a staff-recommended toll increase for the Hood River White Salmon Toll Bridge ("Bridge") that would commence in 2018.

The recommended toll increase would provide the Port with the necessary resources to both prepare for the estimated \$51 million in expenditures over the next 15 years to keep the Bridge safe and operational and to enable ongoing Bridge pre-replacement efforts. The Commission discussed a draft Resolution and directed staff to address questions and make changes.

Attached is a final draft of the Resolution for Commission consideration. The primary changes are summarized as follows:

- Emphasize the near-term timeframe for bridge replacement efforts.
- Identify the engineering report prepared by HDR Engineering that was the basis for the estimated \$51 million in repair efforts required in the 15 years.
- Clarify the Bridge expenses that are eligible for payment from the Bridge Repair and Replacement Fund and the definition of net revenue.

The December 5 meeting is an opportunity for the Commission to review the final form of the resolution and to give staff direction on this potential action.

RECOMMENDATION: Approve Resolution 2017-18-2 authorizing revised bridge toll rates commencing February 1, 2018.

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PORT OF HOOD RIVER
Resolution No. 2017-18-2

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

WHEREAS, the Bridge is beyond its design life, is functionally obsolete and insufficient for modern vehicle and marine freight configurations, is subject to impacts of heavy trucks, traffic volumes and costs to maintain and operate the facility continue to increase; and

WHEREAS, an engineering assessment completed in 2011 and updated in 2017 demonstrated that capital and operational expenditures to keep the existing Bridge in good repair, safe, and operational, will continue to increase significantly; and

WHEREAS, in 2016 the Port commenced a sustained effort to construct a new bridge as soon as reasonably possible, and in July 2017 obtained a financial commitment from the Oregon Legislature to complete a Final Environmental Impact Statement and carry out other pre-construction efforts to identify the most appropriate method for financing and developing of a new bridge; and

WHEREAS, financing the capital and operational costs of the existing Bridge or constructing a new Bridge, whether it is publicly-funded or through a public/private partnership (P3) will need to be partially or wholly funded by Bridge tolls ("Toll" or "Tolls"); and

WHEREAS, on June 15, 1993 the Port established a Bridge Repair and Replacement Fund ("Bridge Fund") per Resolution No. 1992-1993-5 to finance studies, engineering, repair projects, and moneys for replacement; and

WHEREAS, on December 6, 1994 the Port approved Resolution No. 1994-1995-3 which increased the cash Toll from \$.50 per axle to \$.75 per axle, with the sole purpose of additional revenue to fund the Bridge Fund, excepting some restrictive discounted tickets; and

WHEREAS, on October 18, 2011 the Port Commission approved Resolution No. 2011-12-1 which increased cash Tolls to \$1 and increased the electronic toll to \$.80 effective January 1, 2012 and dedicated the increase to the Bridge Fund; and

WHEREAS, the use of revenues derived from the 1994 and 2012 Toll increases were limited to (a) payment of Bridge expenditures, including capital projects, maintenance, operations (including direct and overhead expenses), equipment, reserves, financing costs (including debt service), and expenses to promote mass transit use of the Bridge, and (b) expenses associated with borrowings and any bond covenants, authorized by the Port Board of Commissioners; and

WHEREAS, the net revenues derived from the 1994 and 2012 Toll increases have been transferred to the Bridge Fund and utilized exclusively for those purposes; and

WHEREAS, the Port of Hood River Commission finds it is necessary to increase Bridge Toll rates to provide additional revenue to meet the increasing costs for repair and capital upgrades to the Bridge, estimated to total about \$50 million based on an analysis prepared in September 2017 by HDR Engineering, as well as future efforts to replace the Bridge;

NOW, THEREFORE, BE IT

RESOLVED, the Port Board of Commissioners hereby adopts and incorporates by reference Attachment 'A' attached hereto, and approves new Toll rates listed in Exhibit "A" which shall be effective beginning February 1, 2018;

RESOLVED, that the Bridge Fund continue as one fund instead of as separate funds, with net revenues derived from the 1994, 2012, and 2018 Toll increases ("Net Revenues") to be deposited in the Bridge Fund, and their use being limited to the following:

- (a) Payment of any expenditure for capital improvement, maintenance or repair projects associated with the Bridge, including direct and overhead expenses,
- (b) Payment of any expenditure associated with promotion and utilization of mass transit across the Bridge;
- (c) Payment of any expense (including without limitation payment of debt service, premium costs, and issuance costs) or meeting any other bond requirements (including without limitation coverage and reserve requirements) associated with borrowings authorized by the Port Board of Commissioners;
- (d) Payment of any expense associated with any activity related to replacement of the existing Bridge with a new bridge including but not limited to engineering, financial feasibility analyses, permitting, advocacy, construction, grants, loans, debt or debt related expenses, project management, traffic analyses, bid, quote or proposal solicitation and evaluation, and associated staff expenses and overhead.

Net Revenues to be deposited in the Bridge Fund shall be calculated after deducting Port operating and other direct or indirect expenditures associated with Bridge operations and administration; and

RESOLVED, that this Resolution supplements and modifies the 1993, 1994 and 2012 Resolutions. If there is a conflict with these prior Resolutions, the terms of this Resolution shall be followed.

ADOPTED BY THE PORT BOARD OF COMMISSIONERS on this 5 day of December, 2017.

Attachment 'A'
2018 Toll Rates

Approved: December 5, 2017
Effective February 1, 2018

Cash Tolls

Class 0 Vehicles (Motorcycles)	\$ 1.00
Class 1 Vehicles	\$ 2.00
Class 2 & above Vehicles (per axle)	\$ 3.00

Electronic Tolls

Class 0 Vehicles (Motorcycles)	\$ 0.75
Class 1 Vehicles	\$1.00
Class 2 Vehicles (per axle)	\$ 2.00

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Commission Memo

Prepared by: Michael McElwee
Date: December 5, 2017
Re: HB 2017 IGA



HB 2017 was passed by the Oregon Legislature in July 2017. This legislation allocated \$5 million to the Port of Hood River to prepare a Final Environmental Impact Statement (“FEIS”) and carry out other pre-development tasks associated with replacement of the Hood River/White Salmon Toll Bridge (“Bridge”).

Over the past two months, Port staff has been in negotiations with ODOT staff regarding the the final form of the Inter-Governmental Agreement (“IGA”) that would describe the terms and conditions of this legislative funding commitment. The form of the IGA is standard for ODOT and consistent with funding agreements with other non-ODOT agencies stemming from HB 2017. Port/ODOT negotiations have been focused on the specific description of the scope of work to be carried out and the need for multi-agency collaboration regarding the appropriate roles and responsibilities of FHWA, ODOT and WADOT.

Attached is the most recent progress draft of the IGA. ODOT has stated that a final IGA for execution will be received by Friday, December 1. Assuming receipt, staff will forward to the Commission via email and have hard copies available at the meeting. This final form is not expected to differ significantly from the attached; however, staff and general counsel will make a final review and notify the Commission of any differences.

RECOMMENDATION: Approve Inter-Governmental Agreement with the Oregon Department of Transportation for pre-development tasks associated with replacement of the Hood River/White Salmon Toll Bridge in the amount of \$5 million.

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INTERGOVERNMENTAL AGREEMENT Hood River Bridge EIS Funding

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the PORT OF HOOD RIVER, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or its agents have the authority to perform.
2. House Bill 2017 directs the Oregon Transportation Commission to use the proceeds of bonds, as defined in ORS 367.010 and authorized under ORS 367.620 (3)(d), to finance certain specified transportation projects no later than January 1, 2024.
3. The Oregon Transportation Commission has allocated \$5,000,000 of these bond proceeds to finance Agency's completion of an environmental impact statement activities listed in attached EXHIBIT 'A' (the "Project") related to the replacement of the Hood River/White Salmon Interstate Bridge.
4. The Parties are entering into this Agreement to set forth the terms and conditions by which Agency shall receive the funds to complete the Project.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. In consideration for Agency's delivery of the Project, State shall reimburse Agency up to a maximum of \$5,000,000 for Agency's work on the Project.
2. The term of this Agreement begins on the date all required signatures are obtained and terminates upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall deliver the Project.
2. Agency acknowledges that State has an interest in ensuring that the Project is completed successfully and in compliance with relevant federal law. Agency shall keep State informed of the Project's progress, and, if the Parties deem it

Agency/State
Agreement No. 32334

necessary, the Parties will enter into a subsequent agreement to further define State's role in the Project.

3. Agency shall keep accurate cost accounting records. Agency shall prepare and submit monthly itemized invoices directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations under this Agreement exceed \$5,000,000, including all expenses. Travel expenses other than those associated with Project activities-carried out by retained consultants, sub-consultants or their staff will not be reimbursed.
4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
6. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
7. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or

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willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

8. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
9. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable). Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
10. Agency certifies that, at the time this Agreement is executed, sufficient funds are available and authorized for expenditure to finance the costs of the Project within Agency's current appropriation or limitation of the current biennial budget.
11. Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
12. Agency's contact for the Project is Michael McElwee, Executive Director, 1000 E. Port Marina Dr., Hood River, OR 97031, 541.386.1138, mmcelwee@portofhoodriver.com or assigned designee upon individual's absence. Agency shall notify State the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for Agency's work on the Project, State agrees to pay Agency within 30 days of receipt by State of a Project invoice. The maximum amount State shall pay to Agency for all Project invoices is \$5,000,000.
2. State certifies that, at the time this Agreement is executed, sufficient funds are available and authorized for expenditure to finance the costs of this Agreement within State's current appropriation or limitation of the current biennial budget.

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3. State's Project Manager for this Project is Kristen Stallman, Strategic Policy Adviser, 123 NW Flanders Street, Portland, OR 97209, 503.731.4957, kristen.stallman@odot.state.or.us or assigned designee upon individual's absence. State shall notify Agency in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement, effective upon delivery of written notice to Agency or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce

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any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

DRAFT

Agency/State
Agreement No. 32334

PORT OF HOOD RIVER, by and through
its Executive Director; authorized by the
Port of Hood River Commission

By _____

Date _____

APPROVED AS TO FORM

By _____
Counsel

Date _____

Agency Contact:

Michael McElwee, Executive Director
1000 E Port Marina Drive
Hood River, OR 97031
541.386.1138
mmcelwee@portofhoodriver.com

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

By _____
Region 1 Policy and Development
Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

State Contact:

Kristen Stallman
Strategic Policy Adviser
123 NW Flanders Street
Portland, OR 97209
503.731.4957
kristen.stallman.odot.state.or.us

Agency/State
Agreement No.

Exhibit A

Project Activities

The Port of Hood River will undertake or cause to be undertaken the following Project activities:

- **Project Management and Administration:** Overall management and administration of the environmental and related activities, including Project-related legal analyses, public involvement/outreach, coordination with ODOT and WSDOT, other bi-state and intergovernmental coordination, tribal coordination, and coordination with FHWA.
- **Engineering:** Analyses in support of the environmental impact analyses including such activities as bridge design refinement, update Type, Size & Location (TS&L) analysis (if required), engineering and specifications, topographic survey, hydraulic study, update river users survey (if required), schematic roadway design, geotechnical investigation, wind analysis, permitting analyses and submittals, and preliminary cost estimates.
- **Project Delivery and Finance:** Including traffic and toll revenue analyses, development and assessment of project implementation issues and delivery alternatives, and financing options.
- **Environmental:** Environmental studies including, but not limited to, archaeological investigation, biological assessment, Section 4(f) consultation, storm water runoff, impact on river users and preparation of a Supplemental Draft EIS (if required) and a Final EIS.

Commission Memo



Prepared by: Anne Medenbach
Date: December 5, 2017
Re: Crystal Springs Water District IGA

The Port and Crystal Springs Water District (“CSWD”) have been negotiating an IGA regarding 1,350 LF of improved and extended 10” water line along Stadelman Drive for over a year. The two parties have finally come to an agreement regarding terms of this IGA.

The major deal points of the IGA are as follows: The Port will bid, contract, and install approximately 1,350 LF of 10” water line in the Right of Way (“ROW”) of Stadelman Drive. CSWD will bring the line into the ROW and connect it.

On November 7, the board reviewed the last draft of the IGA. That was then sent to CSWD. Their legal counsel has provided comments via email and the final version of the IGA is expected to be received on Friday, December 1. Staff will forward the document via email upon receipt and will have hard copies available at the meeting. Anticipated changes to the November 7 draft document are:

1. The Pressure Reducing Valve (“PRV”) had been erroneously shifted to a CSWD responsibility. This PRV purchase and installation was meant to remain a Port responsibility and will be changed to reflect such.
2. Exhibits B and C have been struck and replaced with the final plans and specifications which have received final approval by CSWD engineering consultants.
3. Additional minor changes in verbiage are anticipated.

RECOMMENDATION. Approve Intergovernmental Agreement with Crystal Springs Water District for the installation of approximately 1,350 lineal feet of 10” water line along Stadelman Drive in Odell Oregon.

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Commission Memo



Prepared by: Steve Carlson
Date: December 5, 2017
Re: Modifications to Marina Rules
& Regulations

Based on recommendations from the Commission received during the November 21 meeting, staff proposes further changes to the Marina Rules and Regulations. Minor language changes have been added to the modifications reviewed and not yet approved.

Changes to the Marina Rules and Regulations for this review include consistent use of the term “boathouse” in the **Liveboards** section, renaming of the **Slip Transfers** section to **Vessel Replacement or Sale** and rewording of that section.

The previously reviewed changes to the Marina Rules and Regulations are as follows:

- The insurance requirements have been modified to be attainable by tenants and verifiable by Port staff. Many current marina tenant insurance policies are not in compliance with existing insurance requirement language.
- The new payment structure gives tenants a single timeframe in which to make payment, after which a late fee is applied, followed closely by a Notice of Intent to Terminate. The intent of this change is to concentrate staff collections efforts to a single time period.
- Sublease Application and Clean Marina text have been replaced with web links.

RECOMMENDATION: Approve 2018 Marina Rules and Regulations.

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PORT OF HOOD RIVER
201~~87~~ MARINA MOORAGE RULES & REGULATIONS
Effective January 1, 201~~87~~

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

Tenant agrees to comply with all applicable federal, state, county, city, and Port laws, codes, and ordinances in addition to these Marina Moorage Rules & Regulations. The Port may from time to time modify these Marina Moorage Rules & Regulations. Any such changes shall be posted on the Port's website at www.portofhoodriver.com, and shall be effective on the website posting date unless a later date is specified by the Port.

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

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

The Port of Hood River was certified by the Oregon State Marine Board in 2012 as a "Clean Marina." Annual surveys are submitted and site visits are conducted every three years for recertification. The Port of Hood River Marina was recertified as a Clean Marina in 2015. Clean Marina "Best Management Practices," as attached, shall be observed. [Review the Clean Boater information available from the Oregon State Marine Board here:](http://www.oregon.gov/OSMB/boater-info/Documents/2015_osmb_clean_boater_guide_forweb.pdf)
http://www.oregon.gov/OSMB/boater-info/Documents/2015_osmb_clean_boater_guide_forweb.pdf

Agreements

- A Moorage Rental Agreement with the Port will be executed only with the owner of the boat that is to occupy the assigned slip. Leasing of a boat slip by a person who is not a boat owner is prohibited [unless temporary permission is granted by the Marina Manager in limited circumstances](#).
- All boats MUST be moored in the slip assigned to Tenant per Moorage Agreement. All boats shall be tied up in berths or at moorings according to good practice. The **overall length** of the vessel must NOT exceed the assigned slip allowance without Port approval.
- Tenant acknowledges that ~~the~~ Tenant has inspected the assigned slip and is satisfied slip is in good condition and adequate for the safe mooring of Tenant's boat. Each Tenant accepts the Marina and Slip in their present condition.
- The Port reserves the right to relocate Tenants to another moorage slip at any time.
- Contact information provided to the Port by the Tenant shall be kept current at all times, including emergency contact information.
- Boat partnerships must have all parties identified on the agreement, title and insurance coverage.
- No offensive activities shall be carried on by the Tenant at or in the immediate vicinity of the Marina. Tenant shall not engage in any activity that might be dangerous to life or limb nor permit any objectionable noise or odor on Tenant's boat, the Marina, or the premises adjacent to, nor shall anything be done thereon which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the Marina or of the adjoining property. The Port reserves the right

in its sole discretion to determine whether an activity is considered “offensive.”

- Tenant shall be responsible for and secure compliance with the terms of this agreement by Tenant’s invitees, guests and family members. Any violation or breach by them is a breach by Tenant.

Betterment Lists

- A “Betterment List” requesting notice of slip vacancies is available for annual Tenants whose accounts are in good standing, i.e., no unpaid balances. At the discretion of the Marina Manager, Tenants on the Betterment List will be contacted ~~by the Marina Manager~~ when a slip becomes vacant and must respond within three (3) business days after offered. If a tenant declines, no response is received or if Tenant fails to move their vessel within the time allowed, the Tenant’s right to the Betterment slip will expire. The Tenant will retain their place on the Betterment List. However, if a tenant is offered another Betterment move within twelve (12) months and declines or does not respond they will be removed from the Betterment List. Outside end slips are exempt from Betterment List requests. Date order priority is considered for Betterment List requests.
- No fee will be charged when a Tenant requests a “Betterment” move to a slip with the same length classification. Tenants seeking a boat slip with a different classification should apply for the appropriate “Wait List” and pay an Administrative fee.
- Tenants seeking to be on the Betterment List should contact the Marina Manager.

Bulletin Board

- All notices will be posted by Port of Hood River staff only. Notice requests may be emailed to marinawaterfront@portofhoodriver.com; by calling the Marina Manager at (541) 386-~~7263~~0972; or by dropping a notice at the Port office. All notices will be date stamped.
- Notices posted without permission will be REMOVED.
- Event notices may be placed no more than two (2) weeks prior to the event and will be removed the next business day following the event.
- Non-event notices, such as items “For Sale” will be posted for no more than three (3) weeks.

Fees

- Annual Tenants must make payment in full within 90 days of the billing date identified on the statement. A \$35.00 late fee applies to any payment made after 90 days of the billing date identified on the statement. Tenants who have not made full payment within 120 days of the billing date identified on the statement will be considered in default. ~~have two moorage payment options: single payment due by January 31; or half payment due by January 31 with balance paid in full by April 30, plus a \$15 fee. If at least half payment is not received by the Port by January 31, moorage must be immediately paid in full, plus a \$15 fee.~~
- Utility Charges: Water/Garbage – each slip and boathouse Tenant will pay a flat \$5/month fee for water/garbage/recycling that will be billed annually in January. This is a non-refundable fee. Electrical – each slip and boathouse Tenant will pay a minimum of \$5/month for electricity that will be billed annually in January. This is a non-refundable fee. If the electrical usage is more than \$5/month, the overage for actual cost will be billed quarterly.
- Time and materials charges may be charged to the Tenant if Port staff spends substantial time or incurs costs attending to boats in danger of sinking or that may be causing damages to other boats or Port property.
- Accessory Watercraft In Water:
 - o Motorized: \$25 per motorized watercraft, per month, unless watercraft is an inflatable used in service of boat and proper registration and insurance is provided.

- o Non-Motorized: Non-motorized accessory watercraft such as dinghies, kayaks or inflatables, are allowed if secured within the leased footprint within the slip . The Port has the final judgment on whether any accessory watercraft in the water is too big for the slip. If the Port determines a n accessory watercraft is too big for a Tenant’s slip the Tenant must immediatimmediate remove the watercraft.
- o Non-Motorized (On Walkways or Slip Fingers): Main walkways and slip fingers shall be obstacle-free of boat supplies, accessories, and debris of a Tenant, Tenant guest or visitor. After describing type and manner of installation and receiving written permission from the Port, Tenants may install a storage box in the slip “triangle” so long as it does not extend on to the adjacent walkways or slip fingers.
- o Statements are payable by the Tenant within thirty (30) business days of the statement date.

Guest Moorage

- No Tenant may allow a guest to moor a boat in the Tenant slip without a Sublease Agreement in effect.
- Visitors may use the boat launch guest dock at the Marina. Overnight fees apply and use of the guest dock shall not exceed the maximum limits posted.
- Guest moorage is not available for floatplanes in the Marina.

Hold Harmless

- Tenants agree at all times to release the Port of Hood River from any claim of liability and hold the Port of Hood River harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant, their agents, invitees or employees, and Tenant does specifically acknowledge and agree that the Port of Hood River is not liable under any circumstances for any loss or damage to Tenant’s boat, person or property, except as the result of intentional misconduct on the part of the Port of Hood River.
- Port may provide or make available utility services at the Marina; however, Port shall not be liable to Tenants or others resulting from, or be responsible to pay any costs associated with, an interruption in or failure to supply electricity or any other utility service at the Marina.

Insurance

- Tenants must provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. ~~Tenants whose vessels have fuel capacity of 30 or more gallons shall also provide, as part of the general liability coverage, proof of Pollution Liability coverage to a limit no less than \$100,000.~~
- Floatplane Tenants agree to provide aircraft liability insurance with minimum coverage of \$1,000,000.
- Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be specifically named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of ~~said~~ insurance, ~~issued in the name of the Port,~~ shall be provided at the beginning of Tenant’s moorage term. The Port shall have the right to receive written notice thirty days prior to insurance cancellation. Failure to provide or keep in force such insurance shall be a Tenant violation of these rules, and default of the Tenant’s moorage rental agreement and be grounds for the Port to terminate the Tenant’s lease. Insurance must remain in force even when the boat is not occupying the slip.
- The Port is not responsible for any losses or damage to boats in the Marina. Each Tenant will be held responsible for damage that he or she may cause to other boats in the Marina or for damage to any structure. Any boat that may sink in the Marina may require professional salvage at the Tenant’s expense, as determined by the Port. If the Port incurs salvage expenses Tenant

will promptly reimburse the Port for said expenses.

Keys/Key Cards

- Tenants may receive up to two key cards at no charge.
- Tenants may receive a maximum of four (4) cards issued per slip at any given time.
- Tenants shall pay a \$35 non-refundable fee, per additional key card issued after two key cards.
- Damaged or lost key cards will be de-activated and replaced at no charge for the first two replaced cards.
- Key cards will be only issued to Marina Tenants ~~and Sublease Tenants approved by the Port.~~
- South Basin Dock keys, which require payment of a refundable \$50 key deposit per key, shall not be duplicated.

Liveaboards

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

Maintenance

- Boats shall be in a seaworthy condition and not constitute a fire hazard, or present a reasonable risk of sinking. If a vessel is subject to these conditions, it shall be immediately removed from the Marina for repair.
- Port and its agents and employees shall at all times have immediate access to each Tenant's boat while moored at the Marina in case of emergency: including for the purpose of inspection, fighting fires, or remedying or preventing ~~in case of~~ any casualty or potential hazard to the boat or the Marina, such as sinking.
- Any alteration of a slip is subject to prior written approval by the Port.
- In an emergency situation, primary contact will be made with the Tenant via the emergency contact information on file. If the Tenant cannot be reached, the person they have designated as their emergency contact person will be called. In the event there is no response within 12 hours or if Port staff determines that a boat is in danger of sinking or causing damage to other boats or Port property, the Port staff or agents may board the boat, and stabilize it. The Port and its agents and employees will not be responsible for any damage to the boat. The Port may charge Tenant costs of any Port staff time or contractor time and materials for stabilizing the boat.
- In non-emergency situations, it may be necessary for the Port to board a boat, primarily for purposes of inspection. In such situations, the Port will contact the primary contact and board the boat only with permission of the Tenant or accompanied by the Tenant.
- Tenant shall be responsible for any and all damage to the Marina, including slip, caused by Tenant's boat or activities.
- No major repairs, as defined by the Port, shall be made to boats while in slips or parking lots. In-water hull scraping or removal of paint below the water line is prohibited.
- All maintenance issues are to be reported to the Port of Hood River office by phone, by email to marina@portofhoodriver.com, or in person to ensure appropriate follow-up of items reported.
- Tenants will be notified 24-hours in advance of any scheduled maintenance work affecting all slips so that the Tenant has the option of being present when the work is done.
- Any alteration of a slip is subject to prior written approval by the Port.

Notices to Tenants

- News of interest from the Port to the Tenants will be by means of electronic mail. Tenants will need to update Spam filters to allow mail from the portofhoodriver.com ~~or gmail.com~~ domains.

- Any notification of rules, regulations, or violations shall be in writing and shall be effective when delivered. Delivery will be by email and/or U.S. Postal Mail addressed to the parties at the address stated in the moorage agreement.

Parking/Special Events

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

Pets

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

Safety/Security

- Main walkways and slip finger walkways shall be obstacle-free of boat supplies, accessories or debris. Water hoses and electrical cords shall be neatly coiled when not in use. The Tenant must remove anything from the Marina that does not fit onto the boat or into a locker. Authorization shall be obtained from the Port prior to placement of lockers, chests, dock boxes, cabinets, steps, ramps or similar structures in the Marina. All lockers, chests, dock boxes and cabinets must fit within the triangle space at each slip and must not overhang or be placed in walkways.
- No swimming, diving, fishing, or fish cleaning will be permitted in the Marina.
- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates on moorage walkways or ramps is prohibited.
- Tenants shall accompany children under 16 years and guests at all times. Disorderly conduct by Tenants and/or guests is cause for immediate termination of the Moorage Agreement and removal of the Tenant's boat from the Marina. This includes offensive language and loud and rude behavior to others. The Port shall have sole discretion to determine whether conduct is considered disorderly. Please do your part to maintain a family atmosphere at the Marina.
- Graywater and sanitary waste shall not be discharged in the Marina except at an operable pump-out station, nor will refuse be thrown overboard. Garbage shall be deposited in receptacles supplied by the Port. Hazardous materials, including batteries, oil, paint, etc., shall be immediately removed from the Marina slips and Marina Park by the Tenant.
- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps when cleaning your boat.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.

- Boats not marked or identified as required by law will not be permitted within the Marina.
 - All boats shall be tied up in berths or at moorings according to good practice. Boats shall be tethered only to the cleats for their assigned slip.
 - All mooring lines must be in good condition and not have any visible fraying.
 - Boats must be tied so that no part of the boat or its attachments extends over the walkway.
 - The Marina is a **NO WAKE ZONE**. Boats within the Marina must be operated at a speed less than that which will create a wake.
 - Electrical cords must be kept in good condition and be coiled, with no cords in the water. Tenant must use a proper 30/50 amp cord and plug that is approved for Marina use. Port-approved electrical cords are available for purchase at the Port office.
-
- The Marina is an area where electrical shock hazards can occur. It is the Tenant's responsibility to insure that electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. **NO SWIMMING** is allowed in the Marina.
 - The Marina's main electrical system is designed to cut the power supply to an individual dock if a low level ground fault is detected. It is critical that each Tenant maintain their vessel's electrical system and connection to the dock pedestal to insure no ground faults occur. If the Port determines that a vessel has tripped the GFI system, the Tenant responsible for the vessel shall be notified and access to the Marina power supply shall be immediately terminated until the Tenant can demonstrate to the Port's satisfaction that the ground fault hazard has been resolved and the vessel's electrical system is in good working order. **NO EXCEPTIONS.**

Garbage/Recycling

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

Subleasing

(See Attached "Sublease Request Form and Agreement")

- Annual Tenants in good standing for a minimum of 12 months may sublease their slip to another boat owner for a maximum sublease term of 12 months. A sublease of less than 30 days will not be permitted. Without exception, all subleases must have Port approval. Any agreement by a Tenant to sublease a slip without Port approval is a violation of the lease and may result in Lease termination.
 - A sublease may be approved for a time period up to an additional 12 months if special circumstances exist such as an extended voyage. To obtain the sublease extension, the tenant must submit a written request detailing the need for an extension prior to the end of the 12-month term, make payment for all fees (moorage, special assessment, utilities) in advance prior to the start of the extended term, and receive Port approval. A sublease for an extended term may be offered to a Wait List person at the Port's discretion. Monthly Payment of a moorage fee to a Tenant by the sublessee cannot exceed 1/12 of the annual moorage paid by the Tenant. All sublease payments are to be handled between sublessor and sublessee. Sublessor shall be

provide gate card(s) to Sublessee.

- The sublessee's vessel shall not occupy the slip until ALL required information and payment of an administrative fee has been provided to the Port by the Tenant, the sublessee has met with the Marina Manager to review Marina Moorage Rules & Regulations, and the sublease has been approved by the Port.
- Sublease Application available here: [ADD LINK TO SUBLEASE APP](#)

Slip Transfers Vessel Replacement or Sale

- ~~If a Tenant sells their boat and boat is not replaced by the Tenant with a boat acceptable to the Port, Tenant's moorage term will terminate, provided the Port may allow the party who buys the Tenant's boat to lease the slip for a maximum of 6 months.~~ A tenant may replace their vessel with another so long as it is compatible with their assigned slip and updated registration and insurance information is provided to the Marina Manager prior to placement in marina. If a tenant sells their boat, the purchasing party may rent the slip for a maximum of 6 months from the date of purchase subject to prior approval from the Marina Manager. ~~The new owner may be added to the Wait List for a \$100 non-refundable administrative fee if they so choose. No later than 6 months after the purchase of Tenant's boat, the new owner will need to find other accommodations.~~
- ~~Once the new owner vacates the slip, the slip will be offered to the next person on the Wait List UNLESS the vacated slip is a "Betterment" move; i.e. an eastside slip. A tenant would then be offered the Betterment move and the slip that then opens will be offered to the next person on the Wait List.~~ Once vacated, the slip will be offered to the next eligible betterment or waitlist participant in the manner defined in this document.

Termination

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

Defaults

- Failure to pay moorage rental as per the moorage agreement or any other Marina fees or charges within ten (10) days after Port written notice is sent to Tenant.
- Failure of a Tenant to comply with any of the terms or conditions of any Port Marina rule or

regulation within ten (10) days after written notice from the Port is sent. If such noncompliance cannot be cured within ten (10) days but may be cured within a short time thereafter, the Tenant may apply for and receive approval from the Port Executive Director for an extension of time, or not, in the Port's discretion

- If the default is not remedied the Port may:
 - Terminate the moorage and re-lease the slip.
 - Recover any unpaid rent, charges or fees and any of Port's direct costs including staff and damages, plus pay the Port's attorney's fees, if any, before suit, after suit is filed and on appeal.
 - Take possession of the boat, its apparel, fixtures, equipment and furnishings, and retain possession at the Marina or elsewhere until all charges then owing, and all charges arising thereafter are fully paid, and all violations of the terms of any moorage agreement or Port moorage rules and regulations have been cured, or if not cured dispose of the boat and items the Port has taken possession of
 - These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.
- If a past-due payment default is cured, the tenant may be required, at the Port's discretion, to make a single payment by January 31 of the following moorage year.

Unauthorized Moorage

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

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

Wait List

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

be moved to the bottom of the List.

- If a Wait List person is contacted but is non-responsive, they will maintain their current standing on the Wait List. However, if a second offer is made within a 12-month period and the Wait List person is non-responsive or declines the offer, their name will be removed from the Wait List. If the name is removed, and the person wishes to stay on the Wait List, they would be required to pay another \$100 administrative fee and their name will be placed according to the date the form is received.
- If a slip becomes available for sublease, the Port will notify Wait List persons unless a Tenant has identified a boater who meets all sublease requirements.
- [Waitlist Application available here: https://portofhoodriver.com/product/marina-wait-list-entry/](https://portofhoodriver.com/product/marina-wait-list-entry/)

Waiver

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

CLEAN MARINA BEST MANAGEMENT PRACTICES (Oregon State Marine Board)

ENGINES AND BILGES

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

PAINTING AND VARNISHING

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

SURFACE PREPARATION

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

SEWAGE

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

- Use shore side facilities as often as possible

~~SOLID WASTE DISPOSAL~~

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

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

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

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

Tenant and Sublessee(s) to complete and sign form and return to the Port of Hood River Office for approval. Port shall approve or deny request within a period of ten (10) business days from receipt. Sublease does not take effect until approved by the Port.

SUBLEASE REQUEST FORM AND AGREEMENT

Tenant Section

Printed Name: _____ Slip _____

Sublease Dates: from _____ to _____

Gate/Restroom Cards Provided to Sublessee: ~~_____ TO BE PROVIDED BY SUBLESSOR _____~~

Insurance Policy Dates: from _____ to _____

Payment of a moorage fee to a Tenant from the sublessee cannot exceed 1/12 of the annual moorage paid by the Tenant.

Tenant Signature _____ **Date** _____

Sublessee Section

Printed Name: _____ Insurance Agent: _____

Address: _____ Agent Phone Number: _____

Home or Cell Number: _____ Marine Board Registration Decal: _____

Email Address: _____ Powerboat _____ Sailboat _____ Fuel Capacity _____
 Name of Emergency Contact: _____ Boat Length: _____ Boat Width: _____
 Emergency Contact Phone Number: _____ Primary Colors: _____
 Is vessel co-owned: Yes _____ No _____ Boat Name: _____
 Marina Rules & Regulation have been read (available on Port website at portofhoodriver.com/marina)

Sublessee Signature _____ **Date** _____

Vessel Co-owner's Name: _____
 Address: _____
 Home or Cell Number: _____
 Email Address: _____
 Marina Rules & Regulation have been read (available on Port website at portofhoodriver.com/marina)

Co-owner Signature _____ **Date** _____

FOR PORT USE ONLY:

- ~~Tenant's account is in good standing.~~
- ~~Ownership documentation provided by sublessee (title, marine board registration).~~
- ~~COI for \$500,000 watercraft liability, \$100,000 for fuel spill liability.~~
- ~~Port is certificate holder.~~
- ~~Port is named Additional Insured.~~
- ~~\$100 administrative fee paid by Tenant.~~
- ~~Meeting scheduled with Sublessee to review Marina Rules & Regulations~~

DATES APPROVED: _____ **TO** _____

FOR THE PORT OF HOOD RIVER by: _____ **Date** _____

1000 E. Port Marina Drive, Hood River, OR 97031 – (541) 386-1645 – marina@portofhoodriver.com – www.portofhoodriver.com