



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, June 22, 2021

Marina Center Boardroom

5:00 P.M.

Regular Session

1. Call to Order
 - a. Retirement Presentation: President John Everitt and Commissioner David Meriwether
 - b. Introduction of Greg Hagbery, Port Property & Development Manager
 - c. Modifications, Additions to Agenda
 - d. Public Comment
2. Consent Agenda
 - a. Approve Minutes from the April 6, April 20, and May 18 Regular Session Meetings (*Maria Diaz, Page 3*)
 - b. Authorize Execution of Employment Agreement with Kevin Greenwood for Bridge Replacement Project Management Services (*Michael McElwee, Page 19*)
 - c. Authorize Amendment No. 3 to Master Services Agreement with HDR Engineering, Inc. for bridge engineering services (*Michael McElwee, Page 25*)
 - d. Approve Amendment No. 1 to Task Order No. 10 to the Master Personal Services Agreement with HDR Engineering, Inc. for On-call Engineering Services (*Michael McElwee, Page 29*)
 - e. Approve Amendment No. 1 to Task Order 11 to the Master Services Agreement with HDR Engineering, Inc. for Engineering Services Related to Bridge Weight Limit (*Michael McElwee, Page 33*)
 - f. Approve Contracts with Boswell Consulting, Thorn Run Partners, and Summit Strategies for State and Federal Lobbying Services (*Michael McElwee, Page 37*)
 - g. Approve Resolution Number 2020-21-6 Authorizing the Extension of Enterprise Zone Designation (*Michael McElwee, Page 51*)
 - h. Approve Amendment No. 5 to Contract with HRT Security for Security Services at Port Waterfront Properties (*Michael McElwee, Page 61*)
 - i. Approve Through the Fence Airport Access Agreements for properties located at 1688, 1696, and 1704 Orchard Road in Hood River (*Fred Kowell, Page 65*)
 - j. Authorize Amendment No. 1 to contract with Wiss, Janey, Elstner Associates, Inc. for lift span inspection services (*Michael McElwee, Page 85*)
 - k. Approve Maintenance Warranty Extension with Kapsch for Electronic Tolling Hardware (*Fred Kowell, Page 89*)
 - l. Approve Accounts Payable with Jaques Sharp in the Amount of \$8,451.50 (*Fred Kowell, Page 103*)
3. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
 - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 107*)
4. Presentations & Discussion Items
 - a. 2021-2026 Strategic Business Plan Final Draft Review (*Genevieve Scholl, Page 139*)
5. Executive Director Report (*Michael McElwee, Page 185*)
6. Commissioner, Committee Reports
 - a. Bridge Replacement Bi-State Working Group, June 15 (*Everitt, Chapman*)
 - b. Urban Renewal, June 17 (*Streich, Meriwether*)

7. Action Items

- a. Approve 2021-2026 Strategic Business Plan (*Genevieve Scholl, Page 213*)
- b. Approve Amendment to Task Order 1 Maintenance and Service Agreement with PSquare LLC for Electronic Tolling System (*Fred Kowell, Page 215*)
- c. Approve FBO Agreement, Ground Lease, and Hangar Lease with Hood Tech Corp., Aero Inc. at the Ken Jernstedt Airfield (*Michael McElwee, Page 223*)
- d. Approve Resolution Number 2020-21-4 Authorizing the FY 2020-2021 Budget Transfer (*Fred Kowell, Page 265*)
- e. Approve Resolution Number 2020-21-5 Adopting the FY 2021-2022 Budget (*Fred Kowell, Page 271*)

8. Commission Call

9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer.

10. Possible Action

11. Adjourn

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

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

Port of Hood River Commission
Meeting Minutes of April 6, 2021 Regular Session
Via Remote Video Teleconference & 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 John Everitt, David Meriwether, Hoby Streich, Ben Sheppard, Kristi Chapman;
Legal Counsel: Jerry Jaques, Anna Cavaleri, from staff: Michael McElwee, Genevieve Scholl, Kevin Greenwood, Fred Kowell, Daryl Stafford, John Mann

Absent: None

Media: None

1. **CALL TO ORDER:** President Jon Everitt calls meeting to order at 4:57 pm
 - a. **Modifications or additions to the agenda:** None
 - b. **Public Comment:** None
2. **CONSENT AGENDA:**
 - a. Approve Minutes of the March 16, 2021 Regular Session
 - b. Approve Lease with PWK in the Big 7 Building

Motion: Approval of the consent agenda
Move: Sheppard
Second: Chapman
Discussion: None
Vote: Unanimous

3. **INFORMATIONAL REPORTS:**
 - a. **Bridge Replacement Project Update** – Accepted.

4. **PRESENTATION AND DISCUSSION ITEMS:** None.

5. EXECUTIVE DIRECTOR REPORT: Michael McElwee started his report by highlighting the budget preparation schedule. McElwee intends to start interviews for the replacement of the Development & Property Manager position and will start them the week of the 12th. He then described the current potential grant opportunities resulting from various COVID recovery and response programs. At the federal level there is the reemergence of congressionally directed projects, or earmarks. The deadline for those submissions is the 16th of April and will be worked on within the following week. An email was received that laid out the opportunity to submit any request for any project. There has also been a request to receive 5 million from the state of Oregon and there was also discussion about adding the Lot 1, Anchor Way and N. 1st street development, a new commercial/ light industrial hangar at the Airport, and Lower Mill site development. McElwee highlighted the ADA access ramp at the Marina restrooms and the parking space delineation/stripping placed at the Hook. Also, the two weeks of bridge deck welding that occurred with Port crews flagging and welding along with Bull Dog Welding crews. Bridge inspections are now scheduled for April 25-29th of the lift span which will require a significant raise of the lift span.

Genevieve Scholl reminds commission that April 15th is the deadline to file your Statement of Economic Interest with the Oregon Government Ethics Commission.

6. COMMISSIONER, COMMITTEE REPORTS:

- a. Bi-State Working Group, March 22: Commissioner Chapman restates the BSWG committee's consensus in continuing to move forward in wanting to get more information about P3's and keeping the momentum going with an abundance of support from the Washington side.

7. ACTION ITEMS:

a. Appoint New Member to the Budget Committee for a Term of 3 Years

Motion: Appoint Becca Sanders to the Budget Committee for a three-year term beginning April 6, 2021 and expiring June 30, 2024.

Move:	Meriwether
Second:	Chapman
Discussion:	None
Vote:	Unanimous

b. Approve Addendum No. 2 to Contract with Coffman Engineering for Engineering Services Related to Bridge Approach Ramp Repair

Motion: Approve Addendum No. 2 to Contract with Coffman Engineering for engineering services on the Hood River-White Salmon Interstate Bridge approach ramps, not to exceed \$91,240.00.

Move:	Meriwether
Second:	Streich
Discussion:	None
Vote:	Unanimous

8. COMMISSION CALL: None

9. EXECUTIVE SESSION: President John Everitt recessed Regular Session at 5:22 pm to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

10. POSSIBLE ACTION: None.

11. ADJOURN

Motion: Motion to adjourn the meeting

Vote: Unanimous
MOTION CARRIED

The meeting adjourned at 6:05 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

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Port of Hood River Commission
Meeting Minutes of April 20, 2021 Regular Session
Via Remote Video Teleconference & 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 David Meriwether, Ben Sheppard, Kristi Chapman, Legal Counsel: Jerry Jaques, Anna Cavalieri, from staff: Michael McElwee, Kevin Greenwood, Daryl Stafford

Absent: John Everitt, Hoby Streich, Genevieve Scholl

Media: None

1. **CALL TO ORDER:** Vice President Ben Sheppard calls meeting to order at 5:00 p.m.
- a. **Modifications or additions to the agenda:** In regard to action item (b) the Commission recommends that staff changes and makes sure the approval of that operations agreement is reviewed by the Port's insurance company to ensure that the insurance terms are acceptable.

b. **Public Comment:**

2. CONSENT AGENDA:

- a. Approve Lease Agreement with the Hood River Yacht Club
- b. Approve Use Agreement with Gorge Sail Ventures
- c. Approve Accounts Payable with Jaques Sharp in the Amount of \$12,403

Motion: Approve the Amended Consent Agenda

Move: Meriwether

Second: Chapman

Discussion: None

Vote: Unanimous

3. INFORMATIONAL REPORTS:

- a. **Bridge Replacement Project Update** – accepted.

4. PRESENTATION AND DISCUSSION ITEMS:

a. **Property Leasing Policy Update**

1. Marla Harvey, MCEDD, communicates the work that the Hood River County Energy Council has completed over the past year. She shares her presentation which covers the 2020/2021 Energy Plan and Energy Council progress review. Harvey starts her presentation by reminding the Commission that the Port of Hood River approved adoption of the Hood River County Energy Plan in 2018. The Plan was put in place to help the community increase energy resilience, energy independence, and economic benefits related to energy use. She then covered four areas of focus including, transportation/land use, community-scale solutions, agriculture/water, and building design. She emphasizes the impact local collaboration has had on the amount of success they have had. One specific project she touches on is the public fleets and building audits. Another element being worked on is increasing community access with funding of \$120,000. Building energy resilience is of top priority and is meant to provide power from solar and generators for more than a couple of days. Anecdotal interviews with 8 businesses within the Hood River community shows possible effects in result to a three-hour, three days, and two week power outage; all pointing to the importance of power resilience. She highlights some takeaways which include;

- a one-million-dollar loss to the agriculture business with just a three-hour power outage
- \$250,000-1,00,000 loss for individual breweries or food processing businesses with a 48-hour power outage
- \$100,000 loss to a business with an unplanned power shortage
- Summer would be the most expensive season to lose power
- Businesses forced to close if power outage of 2 weeks occurs

b. Hood River Soaring STEM Education Program FAA Grant Presentation

1. Mark Stanfield briefly describes that the first elementary school visit will be composed of three learning stations, one where all students receive a 126 glider model, and a station where the students learn about weather. This all ties with the FAA workforce grant because it ties with Horizon Christian School. The FAA will fund grants that either provide meaningful education to high school aged students and the second part is to provide continuing education for teachers. If the money is awarded in September all STEM staff have agreed to develop a college style education for both high school student and teachers. The second part of the grant will be used to award 18 flight scholarships (6 teachers and 12 students). Kristi Chapman asks for clarification as to if the program is completely full, to which Stanfield answers that there is work to hire another instructor to run courses in order to take on more students.

c. Summer Waterfront Recreation Operations Preview

1. Daryl Stafford, Waterfront Manager, starts her preview by mentioning the unexpected busy weekend this early into the summer. This early business shows that there is still work needed to prepare for what is predicted to be a busy summer for the waterfront. Michael McElwee points out that July 1st is the target date for having the waterfront effectively back to 2019 operations. This will be looked at as a week-to-week situation as traffic out at the waterfront depends a lot on the weather. Commissioner Chapman believes the date should be moved up earlier as there is evidence that there will be heavy traffic in the upcoming months and could result in an expensive budget in order to accommodate the high traffic. Because the budget is fixed, McElwee explains that funds would need to be moved from some other category in order to achieve an early opening and adjust cover the \$18,000 increase in budget monthly.

d. David Evans Associates Hydrography Study Findings

1. Kevin Greenwood, Bridge Replacement Project Director, reiterates that the Port is about 90% through the NEPA process. Greenwood reviewed the hydrography study highlights and findings back from early April pertaining to this project. The main purpose to these tests was to identify if there are any archeological elements that should be identified. Greenwood explains that about 300 different elements were found which most of them were old pile. He then went over images that show different debris and thermal scans over the area where the new bridge is to be placed. Overall, successful survey and it is anticipated to have a good archeological report.

e. Financial Report for the Nine Months Ended March 31, 2021

1. Fred Kowell, Chief Financial Officer, explains that at the end of the year the Port will most likely be slightly under budget as far as traffic and revenue, but there is good news. He then gives more detail as to expenditures and explains that everywhere is under budget. Other asset centers that are over include the Marina office building and the Halyard building which will end in a budget transfer by the

end of the year. The last part of his presentation covers the actual revenues and the actual expenses for the year. Overall, the port is about \$481,000 under budget.

5. EXECUTIVE DIRECTOR REPORT: McElwee highlights the interviews scheduled for the week for the Development & Property Manager position and he thanks Commissioner Chapman for sticking through a two-hour Ways and Means Committee hearing. McElwee wants to make the Commission aware that work is underway with Mr. Mike Davis with providing an outside opinion about the airport's strengths and weaknesses and a vision is for the future. McElwee hopes to bring this plan back to the Commission with Mr. Davis along with taking this to the Airport Advisory Committee to get some feedback. McElwee reminds the Commission that the bridge lift testing will occur next week, and it'll be multiple lifts over three days. Lastly, McElwee made sure the Commission was aware of the work being done in response to the weight reduction limit back up.

6. COMMISSIONER, COMMITTEE REPORTS:

a. Marina Committee, April 8: Daryl Stafford starts her report by acknowledging the Marina is in a great position. The tenants are happy, no major crises, and only two tenants are behind on bill payments, but there is progress being made. She points out an interesting comment she took from the Committee when discussing storage; all tenants expressed their concern about the lack of storage for anything. A conversation was had about Event Site parking and how the Committee would like to see it preserved for the locals. A Strategic Business Plan meeting will be held May 6th. Commissioner Sheppard reiterates the importance of storage and how much people are paying to store their boat/equipment. Perhaps an idea for a Lower Mill development would be to develop something like a very basic building that could be rented out in slips for storage to help a need that is growing. Chapman agreed the Port should look into storage as a potential revenue.

7. ACTION ITEMS:

a. **Authorize Purchase of AV Gas Tank System and QT Reader Card System at the Ken Jernstedt Airfield**

Motion: Authorize the Executive Director to sign contracts with Mascott to purchase an AV gas tank system and related QT reader card system on terms acceptable to the Executive Director after the sole source publication notice period expires, and to sign other contracts for work and services related to installation of the AV gas tank system.

Move: Meriwether
Second: Chapman
Discussion: None
Vote: Unanimous

b. **Approve Operations Agreement with Hood River Soaring at the Ken Jernstedt Airfield**

Motion: Approve Operations Agreement with Hood River Soaring for glider operations at the Ken Jernstedt Airfield subjective to legal counsel and executive director approval

Move: Chapman

Second: Sheppard
Discussion: None
Vote: Unanimous

c. Authorize Payment to Hood River Soaring for Purchase of Tow Plane Propeller for Noise Mitigation at Ken Jernstedt Airfield

Motion: Authorize payment of the lesser of 75% or \$6,000 to Hood River Soaring for the purchase and delivery of a new tow plane propeller.

Move: Chapman
Second: Meriwether
Discussion: None
Vote: Unanimous

8. COMMISSION CALL: None

9. EXECUTIVE SESSION: President John Everitt recessed Regular Session at 6:40 pm to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

10. POSSIBLE ACTION: None.

11. ADJOURN

Motion: Motion to adjourn the meeting
Vote: Unanimous
MOTION CARRIED

The meeting adjourned at 7:15 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

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Port of Hood River Commission
Meeting Minutes of May 18, 2021 Regular Session
Via Remote Video Teleconference & 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, David Meriwether, John Everitt, Ben Sheppard, Kristi Chapman, Hoby Streich
Legal Counsel: Jerry Jaques, Anna Cavaleri, from staff: Michael McElwee, Kevin Greenwood, Daryl Stafford, Genevieve Scholl

Absent: None

Media: None

1. **CALL TO ORDER:** President John Everitt calls meeting to order at 5:00 pm
 - a. **Modifications or additions to the agenda:** None
 - b. **Public Comment:**
 1. Todd Anderson, Gorge Paddling Center- Todd Anderson explains user conflict and crowding issues at the Nichols Basin Dock and ideas he believes to be possible solutions. His key concerns are the conflict of use and no rules enforcement. His business leases a portion of the dock as part of their service and because of crowding on the dock it is not as easily accessible. His suggestions to the Commission would be to possibly create a swimming dock as a long-term solution or a modular swimming dock which Todd Anderson would be more than happy with the installation process. He also suggests a creation and enforcement of new rules to lower the risk and liabilities.
 2. Brian Towey, Written Comment Received 05/14/2021 related to user conflict at the Event Site between kiteboarders and other users.
2. **CONSENT AGENDA:**
 - a. Approve Minutes from the May 4, 2021 Budget Committee Meeting
 - b. Approve Accounts Payable with Jaques Sharp in the Amount of \$10,575

Motion: Approve the Amended Consent Agenda
Move: Sheppard
Second: Chapman
Discussion: None
Vote: Unanimous
3. **INFORMATIONAL REPORTS:**
 - a. **Bridge Replacement Project Update** – accepted.
4. **PRESENTATION AND DISCUSSION ITEMS:**
 - a. **Airport Strategic Planning Presentation** –
 1. Mike Davis explains his scope of work and objectives for independent consultation for the airport-related topics of the Strategic Business Plan, and a summary overview of his presentation. His objective is to provide a strategic summary for the Ken Jernstedt Airfield. Within this, he made it his job to interview and become familiar with the layout and operations, prepare a summary description of a future vision, and evaluate the FBO operations along with the existing and new FBO agreement. His actions in creating this future vision for the airport included interviews, discussions with similar airports, extensive research, review of airport layout and master plan. He and his partner worked to

develop a financial model to determine potential profitability. This model focuses on T-Hangars and development of a new light-industrial hangar facility. The light-industrial complex has the greatest ROI and the potential for exceeding expectations. Davis's general recommendations in order of importance, are to 1) focus on the Commercial/Light-industrial Facility because it is the most profitable 2) start being proactive within the community and create an outreach program 3) modify the new FBO agreement to protect the Port. Mike Davis opens his presentation up for questions. Commissioner Streich asked Davis to elaborate more on his development proposals, to which Davis reiterates that he believes development of the private industrial building is the fastest path to profitability. Commissioner Streich states his belief that it would be smarter for the Port to take a lower ROI in order to have continued control of the end product and daily operations of the asset. Commissioner Streich asks Mike Davis for his vision of the 21st century FBO is going to look like as well as the 200 different airports vision. The main focus in this vision is to up the technology for the pilots. Commissioner Chapman voiced her concern in regard to a comment made in the report. Commissioner Chapman wondered why no input was received from existing tenants as part of Mr. Davis's scope of work. All Commissioners were in agreement and voiced their liking of the approach. Commissioner McElwee answered and said that it was more of a timing issue and so he felt it was more important to focus on WAAAM and TacAero simply because there wasn't enough time to provide sufficient questions and outreach to the tenants.

b. Strategic Business Plan Outline Review

1. Genevieve Scholl provided a project status update for the 2021-2026 Strategic Business Plan development, now in the final weeks of an effort that began in late 2019. Public input, Commission input, and the input of standing advisory and ad hoc committees have all been received and consultant Terry Moore has started his work to compile all the information into the first draft of the plan outline. Scholl goes over the detailed memo on the thinking behind the approach to the plan development. Genevieve and Terry are looking for an overall consensus from the Commission about the approach and the general structure as it is now. Commissioner Chapman believes this route to be the perfect route and did not find anything that jumped out as inaccurate and is all for moving forward. Commission consensus provided to proceed as planned.

5. EXECUTIVE DIRECTOR REPORT: Michael McElwee reminds the Commission that the second June meeting will be scheduled for June 22 to accommodate Commissioner travel schedules and conflicts. He reported on the various efforts made by staff and Commissioners over the past several weeks to seek opportunities for funding for various projects. Things are occurring quickly and there is a rapid turnaround with different forms and changed forms. McElwee believes the Port has done its best to take advantage of the opportunities for ARPA funding, for federal funding, and lottery funding. Staff and government affairs consultants remain optimistic that there is a chance for another legislative allocation for the bridge replacement project. The State or Oregon ARPA funds have been distributed between Representatives and Senators and Port requests have focused on the Lot 1 Anchor Way and N. 1st Street project as well as the commercial hanger project, but it appears more likely that the commercial hanger project will not meet the criteria for the ARPA funding. If the Anchor Way/N. 1st Street asks are fruitful, this would result in a connection of the ARPA and EDA funds to start construction of this infrastructure all at once. Commissioner Chapman asks whether McElwee feels that incorporating the N. 1st Street project elements would better the Port's chances of receiving some of the allocations by having more connections to the transportation hub. McElwee explains his struggle to answer that question as it involves what the funding amount is, reasonable gap funding amount for the Port, and so on. McElwee believes it is worth going

after the combined project because this is a unique time for significant funding opportunities. McElwee reminds the Commission that parking enforcement has resumed on the waterfront. To accommodate the requests pertaining to the restrooms and clean up, staff intends ensure the Event Site restroom is open and available by Memorial Day and to add another dumpster there as well.

6. COMMISSIONER, COMMITTEE REPORTS:

- a. **Marina Committee, May 6:** Daryl Stafford explains that this meeting was a brainstorm of the Marina Committee's input for the 2021-2026 Strategic Business Plan.
- b. **Airport Advisory Committee, May 7:** McElwee explains that this was the second meeting to discuss the 2021-2026 Strategic Business Plan airport projects and that the group discussed Mike Davis' presentation as well the two pages out of the prior plan, then made recommendations for the new Plan. There was a great outcome of attendees and hope to find some middle ground dealing with airport noise seems to be present.

7. ACTION ITEMS:

- a. **Approve Amendment No. 1 to Lease with Pfriem Brewing in the Halyard Building**

Motion: Approve Amendment No. 1 to Lease with Pfriem Brewing in the Halyard Building.

Move: Streich
Second: Chapman
Discussion: None
Vote: Unanimous

- b. **Approve Resolution No. 2020-21-3 Renewing Workers' Compensation Insurance for FY 2021-22**

Motion: Approve the Resolution 2020-21-3 for the renewal of Workers' Compensation insurance for FY 2021-22.

Move: Meriwether
Second: Chapman
Discussion: None
Vote: Unanimous

- c. **Approve Amendment No. 3 to Intergovernmental Agreement with Oregon Dept. of Transportation for Consultation Services Related to Bridge Replacement**

Motion: Approve Amendment Number 3 to Intergovernmental Agreement with ODOT for Consultation Services related to bridge replacement for \$15,000.

Move: Meriwether
Second: Chapman

Discussion: Commissioner Chapman asked what the ramifications would be if the Port were to not move forward with this motion. The ramifications would be that there would not be any funding to complete the EIS and the Raw.

Vote: Unanimous

d. Authorize Execution of Employment Agreement with Kevin Greenwood for Bridge Replacement Project Management Services

Motion: Table item (e) for the next meeting

Move: Everitt

Second: Meriwether

Discussion: Commissioner Chapman explains her hesitancy of a 3-year contract and offers the idea of a 2-year contract with a renegotiation clause. To this, Everitt says that Greenwood can terminate contract at any time with a three-month notice. Consensus to table item for further discussion.

Vote: None.

8. COMMISSION CALL: Commissioner Chapman asked about planning for crowd control at the Event Site and whether staff had considered a future date for turning weekends to annual pass holder only parking.

9. EXECUTIVE SESSION: President John Everitt recessed Regular Session at 6:40 pm to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

10. POSSIBLE ACTION: None.

11. ADJOURN

Motion: Motion to adjourn the meeting

Vote: Unanimous

MOTION CARRIED

The meeting adjourned at 7:30 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

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Commission Memo



Prepared by: Michael McElwee
Date: June 22, 2021
Re: Employment Agreement with Kevin Greenwood

Kevin Greenwood was hired in January 2018 to manage the Environmental Impact Statement (EIS) phase of the Bridge Replacement project under a two-year employment agreement.

The EIS phase of the project is reaching a 90% completion level. Significant progress has been made in securing additional funds from a federal BUILD grant and an appropriation from the State of Washington. These funding sources will allow the project to proceed directly into next phase efforts including preliminary engineering, project delivery modeling and efforts to secure legislative approval for a Bi-State Bridge Compact. The funds also enable the Port to continue needed project management services.

Employment agreements are not typically brought to the Commission for formal approval. Hiring decisions are the responsibility of the Executive Director, sometimes after consultation with the Personnel Committee, a standing committee of the Commission. In this case, I feel it is important to bring this employment agreement to the Commission for formal action.

Mr. Greenwood has been an integral part of the Bridge Replacement Project's recent successes and forward momentum. He has proven to be a highly capable manager, excellent facilitator, and disciplined overseer of the project. I believe the Commission, and the entire Mid-Columbia community, would benefit greatly from his continued involvement in this important project for the next several years. I hope the Commission will join in recognition of his excellent job performance.

The proposed job description and offer letter are attached. In sum, the job description is updated to focus on a variety of expected post- EIS, Phase Two tasks. New terms listed in the Offer Letter include clarification that it is a three-year, limited duration position and notice provisions and severance requirements if the position is either resigned or terminated.

RECOMMENDATION: Authorize Employment Agreement with Kevin Greenwood for Bridge Replacement Project Management Services.

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Port of
Hood River

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June 22, 2021

Kevin Greenwood
1260 SW Chad Dr.
Waldport, OR 97394

Dear Kevin:

On behalf of the Port of Hood River, I am pleased to present this offer to renew your position managing the Hood River Interstate Bridge Replacement Project.

The following outlines the key terms of your employment offer:

- Title: Bridge Replacement Project Director
- Term: July 1, 2021 – June 30, 2024 (3 year)
- Supervisor: Michael McElwee
- Annual Salary: \$126,763
- Position Status: Limited Duration, Exempt
- Benefits Summary: Comprehensive Family Medical (Health, Vision, Dental)
ST/LT Disability, Life Insurance, PERS
- Vacation Days: Ten per year
- Personal Days: Two per year
- Communication Stipend: \$120/month
- Travel Reimbursement: Mileage (IRS Rate), Meals/Lodging as Approved
- Computer Support: Port-provided Laptop used for all Port work
- Notice Period: You agree to provide at least at least three-month advance notice prior to resigning position. The Port agrees to provide at

Port of Hood River

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least three-months advance notice if this position is terminated without cause and three-month severance pay and benefits from the final date of employment if the position is terminated without cause.

A COLA adjustment will be considered at each one-year anniversary date of the renewal date stated above.

I am excited to have you continue your excellent work on this important project.

Please sign below and return this letter if the terms of employment stated above are acceptable.

Respectfully,

Michael S. McElwee
Executive Director

Accepted: _____
Kevin Greenwood

cc: Fred Kowell, Finance Manager

PORT OF HOOD RIVER

POSITION DESCRIPTION

This position is:

- General Employee
- Management
- Supervisory
- FLSA exempt
- FLSA non-exempt

TITLE: Bridge Replacement Project Director

POSITION: Regular Limited Duration Full-time

OVERTIME REQUIRED Yes No

SALARY RANGE: \$95,000-\$128,000 Annually

JOB DESCRIPTION

This Bridge Replacement Project Director is responsible for overall management of a variety of pre-development tasks associated with replacement of the Hood River/White Salmon Interstate Bridge. The position will play a central role in administration of contracts, management of consultants, writing and development of grant and appropriation requests, coordination of various committees and reporting to local and regional agencies on efforts to complete environmental clearances, engineering/design, governance, traffic and revenue studies, financial plans, and other necessary tasks for a proposed new interstate bridge between Hood River, Ore. and White Salmon, Wash. The position will also participate in legislative efforts associated with forming a Bi-State Bridge Compact and on-going funding for construction. The position is the lead staff for the Bi-State Working Group (BSWG), a six-member publicly elected committee formed to monitor and provide feedback on bridge replacement. The position will have a direct reporting and liaison role with project committees, the Port of Hood River Commission, Klickitat County Commission, FHWA and State DOTs. The position may also participate in other tasks and projects at the Port as time allows. Position requires self-sufficiency as there are no other direct reports to the position and work is often done remotely.

RESPONSIBILITIES

Typical responsibilities include:

- Manage the process to select consultants necessary to further bridge replacement including but not limited to engineering, owner's representation/project advising, traffic studies and financial advising.
- Prepare or monitor development of proposal selection process for project consultants.
- Manage contracts and oversee completion of contracted tasks.
- Facilitate the lobbying and creation of a permanent Bi-State Bridge Compact or other owner for the future replacement bridge.
- Manage selection of a P3 program administrator (if needed)

- Coordinate meetings and activities of various advisory committees
- Represent the Port in negotiations and discussions with public agencies
- Monitor and report on project expenditures and overall project budget
- Prepare and make public presentations on project activities
- Assist in preparation and implementation of legislative strategy
- Manage assigned administrative staff
- Prepare Commission documents and present to the Port Commission
- Represent the Port in public testimony and public meetings as needed
- Maintain relationships with private and public stakeholders and community groups
- Identify and prepare grant and/or appropriation opportunities. Work with finance department to prepare required reports or reimbursement requests.
- Manage other projects/ tasks as may be assigned.

PREFERRED COMPETENCIES

- Public Agency Administration
- Strategic Thinking and Evaluation
- Public Contracting
- Project Management
- State and federal advocacy
- Excellent written and verbal communications skills
- Ability to work with a wide variety of people
- Understanding of state and federal law
- Experience in real estate transactions
- Real estate financial analysis
- Land use and zoning issues and processes

EDUCATION/EXPERIENCE

- Minimum four-year degree in planning, business, marketing, design, engineering, finance, or related field; graduate level degree preferred
- Ten years of relevant job experience
- Applicable project management experience
- Current driver's license

Commission Memo



Prepared by: Michael McElwee
Date: June 22, 2021
Re: Bridge Master Engineering Contract

On June 16, 2015, the Commission approved a Master Personal Services Agreement (“Agreement”) with HDR Engineering (“HDR”) to carry out various known and as-needed engineering tasks related to the Hood River – White Salmon Interstate Bridge. On June 27, 2017, the Commission approved Amendment No. 1 to the Agreement extending the agreement term through June 30, 2019. On June 18, 2019, the Commission approved Amendment No. 2 extending the Agreement through June 30, 2021.

HDR has provided satisfactory engineering services under the current Agreement as defined by various task orders which are separately authorized by the Commission. HDR engineers are currently engaged in the effort to characterize the feasibility of adding reinforcement to the bridge to restore the 40-ton weight limit, a very important effort.

Staff is seeking Commission approval to extend the Agreement for an additional two years through June 30, 2023.

RECOMMENDATION: Approve Amendment No. 3 to the Master Personal Services Agreement with HDR Engineering, Inc. for bridge engineering services, subject to legal counsel review.

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AMENDMENT NO. 3 TO PERSONAL SERVICES MASTER SERVICE AGREEMENT

WHEREAS:

Port of Hood River and HDR Engineering, Inc. entered into a Personal Services Master Service Agreement dated June 17, 2015 (“Agreement”) as subsequently amended on July 21, 2017, and on June 25, 2019. The parties desire to amend the Agreement in order to extend the term of the Agreement for an additional two years, inclusive of previous amendment changes;

NOW, THEREFORE, the parties do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than the sections listed below.

Section 3 shall be replaced with the following:

TERM OF AGREEMENT: The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on June 30, 2023 or when the Services have been completely performed **to the Port’s satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

Port of Hood River

HDR Engineering, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Commission Memo



Prepared by: Michael McElwee
Date: June 22, 2021
Re: HDR Task Order No. 10
Amendment No. 1 For On-call Services

On June 16, 2015, the Commission approved a Master Personal Services Agreement (“Agreement”) with HDR Engineering (“HDR”) for a variety of bridge engineering tasks. On June 27, 2017, the Commission approved Amendment No. 1 to the Agreement extending the agreement term through June 30, 2019. On June 18, 2019, the Commission approved Amendment No. 2 extending the Agreement through June 30, 2021.

If the Commission approves an extension of the Agreement, specific engineering projects will continue to be carried out through specific task orders. Each year, a task order is designated for “On-call Services.” This makes HDR’s expertise available to assist staff with miscellaneous and sometimes unforeseen bridge tasks. Over the past six years, efforts under this task order have included regular updates to the 30-year Capital Maintenance Plan, preparation of the annual work plan, and review of ODOT’s biennial bridge inspection reports.

The attached Amendment No. 1 to Task Order No. 10 would serve as the On-Call Services Contract for FY 21/22. Funding for this work is included in the FY 21/22 Approved Budget.

RECOMMENDATION: Approve Amendment No. 1 to Task Order No. 10 of the Master Personal Services Agreement with HDR Engineering, Inc. for on-call engineering services not to exceed \$40,000, plus reasonable reimbursable expenses, subject to legal counsel review.

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TASK ORDER 10 – Amendment 1

SCOPE OF SERVICES
for
ON-CALL ENGINEERING

June 25, 2021

This Task Order pertains to a Personal Services Master Service Agreement, (“Agreement”) by and between Port of Hood River, (“Port”), and HDR Engineering, Inc. (“Consultant”), dated June 17, 2015 (“the Agreement”), Amendment 1 dated July 21, 2017, Amendment 2 dated June 25, 2019, and Amendment 3 dated on or about June 25, 2021. The Port and Consultant agree to extend the Period of Service and Payments to Consultant as amended below for this Task Order. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 2.0 SCOPE OF SERVICES

Task 1: Technical Services & Professional Advice

- Continue to provide services as described under this task in original Task Order 10

Task 2: Project Management & Administration

- Continue to provide services as described under this task in original Task Order 10

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by June 30, 2022.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order Amendment shall be a not-to-exceed amount of \$15,000, increasing the total fees for labor and expenses for this Task Order to \$40,000, billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.95. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

This Task Order is executed this _____ day of _____, 2021.

PORT OF HOOD RIVER
“Port”

HDR ENGINEERING, INC.
“Consultant”

BY: _____

BY: _____

NAME: Michael S. McElwee

NAME: Tracy Ellwein

TITLE: Executive Director

TITLE: Vice President

ADDRESS: 1000 E. Port Marina Drive
Hood River, Oregon 97031

ADDRESS: 1050 SW 6th Ave
Suite 1800
Portland, OR 97204

EXHIBIT 'B'

Port of Hood River - TO10 AM#1 On Call
 HDR Engineering, Inc. - Fee Estimate (2021-22)

Project Resource		Principal-in-Charge	Project Manager	Bridge Engineer	Bridge Engineer II	Bridge EIT	Cad Technician	Project Admin. Asst	Project Accountant	Labor Hours	Labor Dollars	Telephone/Printing/Shipping	Travel/ Mileage/ Equipment Rental	Total Labor & Expenses
Tasks	Staff	April Siebenaler	Mark Libby	Mikal Mitchell	Carly Clark	Santosh Timilsina	Heather Gonsior	Jacqueline Babb Miligan	Kristine Bakley					
Bill Rate		\$273.94	\$249.51	\$196.65	\$143.64	\$115.96	\$131.10	\$85.26	\$92.98					
1.0	Technical Services & Professional Advice													
	Bridge Work Plan Updates & Reporting		6							6	\$1,497	\$ 11	\$ -	\$1,508
	Review ODOT inspection reports		4							4	\$998	\$ 11	\$ -	\$1,009
	Review load rating updates		4	4		4				12	\$2,036	\$ 11	\$ -	\$2,047
	Minor technical engineering design and support		4	4		4	4	4		20	\$2,902	\$ 11	\$ 287	\$2,913
	Meetings, workshops, or other Port requests		4							4	\$998	\$ -	\$ -	\$1,285
										0	\$0	\$ -	\$ -	\$0
	Subtotal	0	22	0	8	8	4	4	0	46	\$8,431	\$ 44	\$ 287	\$8,762
2.0	Project Management & Administration													
	Project coordination		4					2		6	\$1,169	\$ 10	\$ -	\$1,179
	Project invoicing and reporting		6					2	12	18	\$2,613	\$ 10	\$ -	\$2,623
	Quality reviews and management	1	4	5				2		12	\$2,426	\$ 10	\$ -	\$2,436
		1	14	5	0	0	0	4	12	36	\$6,207	\$ 30	\$ -	\$6,237
	Subtotal	1	36	5	8	8	4	8	12	82	\$14,639	\$ 74	\$ 287	\$15,000
	Total Hours	\$274	\$8,982	\$983	\$1,149	\$928	\$524	\$682	\$1,116					
	Total Dollars													

Commission Memo



Prepared by: Michael McElwee
Date: February 16, 2021
Re: HDR Task Order No. 11 Amendment No. 1

On June 16, 2015, the Commission approved a Master Personal Services Agreement (“Agreement”) with HDR Engineering (HDR) for a variety of bridge engineering tasks. The Agreement has been extended through June 30, 2023.

Under the Agreement, engineering tasks that the Port needs are identified with a specific task order. On February 16, 2021, the Commission approved Task Order No. 11 to carry out several initial engineering tasks to determine the feasibility of reinforcing the bridge to restore the 80,000 lb. weight limit.

If approved, this Amendment would extend the time period for HDR’s work related to the restoration of the weight limit through December 31, 2021. This Task Order will likely need to be amended when specific live-load testing protocols are identified and again if upgrades are determined to be feasible and engineering plans and specifications are warranted.

RECOMMENDATION: Approve Amendment No. 1 to Task Order 11 of the Master Personal Services Agreement with HDR Engineering, Inc. for engineering services associated with the weight limit reduction of the Bridge.

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TASK ORDER 11 – Amendment 1

SCOPE OF SERVICES
for
Load Posting Restoration

June 25, 2021

This Task Order pertains to a Personal Services Master Service Agreement, (“Agreement”) by and between Port of Hood River, (“Port”), and HDR Engineering, Inc. (“Consultant”), dated June 17, 2015 (“the Agreement”), Amendment 1 dated July 21, 2017, Amendment 2 dated June 25, 2019, and Amendment 3 dated June 22, 2021. The Port and Consultant agree to extend the Period of Service as amended below for this Task Order. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by December 31, 2021.

This Task Order is executed this _____ day of _____, 2021.

PORT OF HOOD RIVER
“Port”

HDR ENGINEERING, INC.
“Consultant”

BY: _____

BY: _____

NAME: Michael S. McElwee

NAME: Tracy Ellwein

TITLE: Executive Director

TITLE: Vice President

ADDRESS: 1000 E. Port Marina Drive
Hood River, Oregon 97031

ADDRESS: 1050 SW 6th Ave
Suite 1800
Portland, OR 97204

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Commission Memo



Prepared by: Michael McElwee
Date: June 22, 2021
Re: Government Affairs Consulting Personal Services Contracts

Hal Hiemstra, Summit Strategies; Dan Bates and Miles Pengilly, Thorn Run Partners; and Brad Boswell, Boswell Consulting each provided their respective legislative updates at the June 1st Commission meeting. All three have been important partners advocating for bridge replacement. Summit and Thorn Run have advocated for other Port projects as well, such as airport and waterfront development projects.

The attached summaries provide further detail of their work over the past year (FY20-21) and objectives for FY21-22. Draft contract renewals for FY21-22 are also attached for Commission consideration. The contract amounts are included in the Port's FY21-22 budget.

The increases in the state contract amounts are based upon greater advocacy for a new bridge authority and positioning the bridge replacement effort as new transportation funding becomes apparent. Hal Hiemstra will specifically be tracking the reauthorization of the next surface transportation bill and is recommending applying for a significant INFRA grant.

GOVERNMENT AFFAIRS CONSULTANTS SUMMARY

FIRM	FY20-21	FY21-22	DIFFERENCE
Boswell, Olympia	63,000	66,000	3,000*
Thorn Run, Salem	51,000	60,000	9,000
Summit, Washington DC	85,000	85,000	0
TOTAL	\$199,000	\$211,000	\$12,000

**Boswell includes \$3,000 reimbursable expense contingency*

Please note that government affairs contracts are not normally eligible for reimbursement with state or federal funds.

RECOMMENDATION: Approve the Personal Services Contract with Brad Boswell for Washington state government affairs, not to exceed \$66,000.

RECOMMENDATION: Approve the Personal Services Contract with Thorn Run Partners for Oregon government affairs services, not to exceed \$60,000.

RECOMMENDATION: Approve the Personal Services Contract with Summit Strategies for government affairs services in Washington DC in an amount not to exceed \$85,000.

**Services Agreement Between
Boswell Consulting Inc. and
Port of Hood River**

This is a service agreement ("Agreement") effective as of July 1, 2021 (the "Effective Date") by and between, Boswell Consulting, Inc. ("BCI") and Port of Hood River ("POHR").

- 1. Term and Termination.** This Agreement shall commence on the Effective Date and shall continue until June 30, 2022. Either party may terminate this Agreement with or without cause with 30 days written notice.

- 2. Scope of Services ("Services").** BCI will assist POHR in the coordination and interaction with legislative bodies, state agency personnel and ally groups. BCI will provide verbal and written reports as needed and mutually agreed upon outlining status of current activities on behalf of POHR. Exhibit A describes the Scope of Work for this Personal Services Contract.

- 3. Pricing and Payment.** BCI and POHR have mutually agreed upon the pricing for Services and POHR shall pay BCI \$5,500.00 per month, plus reasonable expenses including but not limited to meals, mileage, and hotel expenses with Legislators and Staff in the course of POHR activities, not to exceed \$3,000.00 during the term of this Agreement.

BCI shall be responsible for preparation of complete and accurate invoices at the end of each month, which shall be paid by POHR within (15) days of the date of invoice.

- 4. Notices.** All notices under this Agreement shall be in writing, and sent by reputable overnight courier service, regular U.S. mail or facsimile transmission and addressed to the other party at its address shown below:

POHR
Port of Hood River
1000 E. Port Marina Way
Hood River, OR 97031
Attn: Michael S. McElwee

BCI
Boswell Consulting Inc.
PO Box 9431
Seattle, WA 98109
Attn: Brad Boswell

Notices shall be deemed received when delivered if by courier service, three (3) days after notice is sent via U.S. Mail or when facsimile transmission has been confirmed by the sender's facsimile machine.

5. **Assignment.** POHR shall not assign its rights under this Agreement without BCI's prior written consent, which shall not be unreasonably withheld.

6. **Compliance with Laws, Dispute Resolution and Governing Law.** BCI and POHR each agree to comply with all federal, state and local laws and regulations relating to their respective rights and obligations here under. In the event of any dispute between the parties such matters shall be settled by arbitration, held in Portland, OR, USA. This Agreement shall be governed by and construed according to the laws of the state of Oregon.

7. **Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties pertaining to the services and supersedes the parties' prior agreements understandings and discussions relating to the Services. No modification of the Agreement is binding unless it is in writing and executed by the parties duly authorized representatives.

8. **Agreement Acceptance.** The parties hereto have caused this Agreement to be executed by their duly authorized representatives.

POHR

BCI

By: _____
Michael McElwee, Executive Director

By: _____
Brad Boswell, President

Date: _____

Date: _____

Exhibit A – Tier 1 Scope of Services

Legislative Lobbying

Outreach and education to identified elected officials, and staff with the intent to build relationships and position the Port for success in its public policy goals, including strategic positioning around tolling policy. Targets include:

Washington State Transportation Committee Legislators (all members of the House and Senate Transportation Committees)
14th Legislative District (King, Correy, Mosbrucker)
CRC Crossing Legislative Districts (49, 17, 18)

Governor’s Office/State Agency

Outreach, education, and advocacy to strategic personnel within the Governor’s office and relevant state agencies. Includes strategic personnel within the Washington State Department of Transportation and Department of Licensing.

Stakeholder Interaction

Direct engagement with staff and contract personnel associated with the Joint Transportation Committee study outlined in the budget. Monitoring all relevant stakeholders and ally groups associated with port policy objectives. Specifically focus on engaging port personnel with the CRC replacement work group and relevant tolling policy bodies including the DOT and Washington State Transportation Commission. Monitor bi-state authority conversations and governance structures.

Public Affairs Strategy

Strategic engagement with communications and other public affairs activities as necessary.

Billing

Monthly Retainer: 5500.00/month

Expenses will be billed in addition to retainer and include travel expenses incurred during service for client, meals with legislators or ally representatives on client business.

Annual expense estimate: \$3,000

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THORN RUN PARTNERS

610 SW Alder
Suite 1008
Portland, Oregon, 97205
800.944.2167
www.thornrun.com

June 19, 2021

Daniel Bates
(503) 927-2032
dbates@thornrun.com

Port of Hood River
Michael McElwee, Executive Director
1000 E. Port Marina Drive,
Hood River, OR 97031

RE: Contract with Thorn Run Partners

Dear Mr. McElwee:

This letter agreement is between Thorn Run Partners (“Consultant”) and the Port of Hood River (“Client”) and relates to certain consulting services to be rendered by Consultant to Client with respect to the services described below:

Description of Services

Consultant will advise Client on state government related issues affecting the entity and work with appropriate policy makers in the Oregon Legislature and Oregon’s executive agencies to facilitate Client’s agenda.

In particular, Consultant will provide the following services, in addition to other services as may be agreed to by both parties:

- Provide briefings and tours of the Bridge Replacement Project to legislative transportation leaders to develop understanding of project importance and urgency.
- Work with Oregon’s Legislative Counsel and Washington’s Joint Transportation Committee to prepare draft governance legislation for bi-state bridge compact.
- Develop and implement an interim government relations strategy and advocate for passage of bi-state bridge compact legislation in the 2022 session. Monitor implementation of legislation following 2022 session.
- Monitor and communicate with policymakers about Oregon Legislative allocations to Port of Hood River priorities.



THORN RUN PARTNERS

- Work with transportation stakeholders to build policymaker support for funding for the Bridge Replacement Project as part of next major transportation funding package.
- Investigate, report and lobby on legislative proposals and initiatives that may affect the Hood River Bridge Replacement Project prior to and during the 2022 session.
- Monitor relevant budget and policy committees for Port issues and priorities.

Client shall not be responsible for any day-to-day expenses incurred by Consultant during the normal pursuit of Client's objectives. Client agrees that Consultant's work effort will be reasonably commensurate with the stated fee and shall reimburse Consultant for exceptional out-of-pocket costs incurred by Consultant associated with the successful pursuit of the above-described objectives such as long distance travel, the expenditure of which shall have been previously approved by Client.

General Considerations

This agreement shall be considered active from July 1, 2021 and remain in effect through June 30, 2022. In consideration of described services rendered, Client will pay Consultant a monthly retainer of **\$5,000**. Client shall make payment within seven days of receipt of monthly invoice.

Either party may terminate this agreement with thirty days written notice, with no obligation on Client to pay the remainder of the annual retainer. If termination is effective after the first of any month, the retainer payment due in that month will be prorated accordingly.

If you are in agreement with the above terms and conditions, please sign below and return one executed copy.

By:
Name: Daniel Bates
Organization: Thorn Run Partners
Date: May 19, 2021

By:
Name: Michael S. McElwee
Organization: Port of Hood River
Date:

PORT OF HOOD RIVER PERSONAL SERVICES CONTRACT

This agreement is between the **Port of Hood River**, an Oregon Municipal Corporation ("Port") and, Summit Strategies Government Affairs LLC ("Contractor").

For mutual consideration, Port and Contractor AGREE AS FOLLOWS:

1. SCOPE OF WORK. Contractor shall furnish at its own expense, all labor, services, material and work for the completion of the work described in this contract, and as set out in Exhibit A attached to this contract. Exhibit A reflects the Scope of Services for **providing General Government Affairs Representation on behalf of the Port of Hood River.**

2. TIME OF PERFORMANCE. Contractor shall commence performance of this contract upon execution of the contract by both parties and Contractor's compliance with the insurance requirements set forth in paragraph 4 below. This contract shall be for the period July 1, 2021 through June 30, 2022.

3. PAYMENT. Port agrees to pay Contractor a monthly retainer in the amount of \$7,083.33 for professional services and satisfactory completion of the work.

The Port will also reimburse Contractor for reasonable expenses for travel, lodging, meals, communication, postage, and printing associated with the contract.

4. INSURANCE. Contractor shall provide and maintain at its expense professional liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. Any deductible shall not exceed \$25,000 each claim, incident or occurrence.

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the Port.

5. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including those on Exhibit A that is attached hereto and by this reference made a part hereof.

6. INDEMNITY. Contractor shall defend, save and hold harmless the Port, their officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.

7. OWNERSHIP OF WORK PRODUCT. All work products of the Contractor that result from this contract are the exclusive property of the Port.

8. NONDISCRIMINATION. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

9. SUCCESSORS IN INTEREST. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

10. FORCE MAJEURE. Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

11. SEVERABILITY. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

12. ACCESS TO RECORDS. The Port and its duly authorized representative shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcript.

13. TERMINATION. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person. The Port may terminate this contract effective upon delivery of written notice to the Contractor or at such later date as may be established by the Port under any of the following conditions:

- (i) If the Port funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- (ii) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

14. EXTRA WORK AND MATERIALS. Contractor shall do any work and furnish any materials not specifically provided for and which may be found necessary or advisable for the proper completion of the work or the purposes thereof. In no case shall Port pay for any such work or materials in excess of the amount stated in this contract unless ordered by Port in writing as a change order. Then payment will only be made when an itemized claim therefore is presented to Port for allowance at the close of the phase of work in which the same has been done or furnished. Otherwise, all claims for such work or materials shall be absolutely waived by Contractor, and Port shall not be required to allow payment for the same or any part thereof.

15. ACCEPTANCE OF WORK. No act of Port or any representative of Port directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by a written acceptance there, issued by Port. Contractor's acceptance of any such payment shall be deemed full payment and settlement of all claims of account of work done for the work under this contract. Prior to final payment, Contractor agrees to certify that Contractor has

paid all claims for materials provided or labor performed in full. No waiver of any breach of this contract by Port or anyone acting on its behalf shall be held as a waiver of any other subsequent breach. Any remedy provided herein shall be taken as cumulative

16. SUBCONTRACTORS. Contractor shall not enter into any subcontracts for any of the work scheduled under this contract or assign or transfer any of its interest in this contract, without the prior written consent of the Port.

17. WRITTEN PROVISIONS. The written provisions of this contract shall supersede all prior verbal statements of any officer or other representative of Port, and such statements shall not be effective or by construed as entering into or forming a part of, or altering in any manner this contract or the contract documents. Contractor's oral explanations and representation to Port prior to entering into this contract have been a material inducement to Port to enter into this contract. Contractor shall be bound to perform the contract work in accordance with oral representations, to the extent not included in this written contract, in addition to all of the written provisions of this contract.

18. NON-WAIVER. Failure by Port at any time to require strict performance by Contractor of any provision of this contract shall in no way affect the Port's rights hereunder to enforce the provision, nor shall any waiver by Port of any breach of any provision hereof be held to be a waiver of any succeeding breach or as a waiver of the provision itself.

19. LEGAL ACTION. In the event of any suit, action or proceeding relating to any rights, duties or liabilities arising hereunder, the prevailing party shall be entitled to recover such sums as an arbitrator (if arbitration is agreed to by both parties), or a court, including any appellate court, may judge reasonable attorney fees in addition to any costs of arbitration, or costs and disbursements provided by statutes in any legal action.

This agreement is entered into between the parties, by a person who has been duly authorized to sign for each party, on this _____ day of _____, 2021.

PORT OF HOOD RIVER

**SUMMIT STRATEGIES GOVERNMENT
AFFAIRS, LLC**

BY: _____
Michael McElwee

BY: _____
Hal Hiemstra

Executive Director

Partner

Exhibit A
GENERAL SCOPE OF WORK
Summit Strategies Federal Representation
For
Port of Hood River

The following is a list of issues Summit Strategies Government Affairs LLC (Contractor) will pursue on behalf of the Port of Hood River. Port acknowledges that the priorities in this Exhibit will be determined collectively by the parties to this Agreement. Participants acknowledge that additions and/or deletions of priorities, either recommended by parties to this Agreement or dictated by pending legislation or federal funding opportunities, may be made from time-to-time.

Basic Services

Matter 1: General Representation Summit will regularly prepare Congressional updates on issues of importance to the Port and include within those updates, recommendations about ways the Commission or Commissioners can share their perspectives with Members of Congress (e.g. letters to Congress or personal visits with Members of Congress or their staff). Summit will also be available to periodically meet with Port Commissioners for in-person (or Zoom) briefings and to answer questions about progress on advancing Port matters. Summit will schedule meetings and participate with Port in outreach efforts associated with annual PNWA's Mission to Washington (typically in March of each year), and coordinate any additional trips to DC or familiarization trips to Hood River by congressional members or agency representatives, and their staff. Summit will also represent the Port's interests during Congressional consideration of the reauthorization of the Water Resources Development Act and advocate in particular for the U.S. Army Corps of Engineers to fully fund and complete the Hood River Delta General Investigation Study authorized in WRDA 2020. Summit will also monitor Congressional consideration of emergency funding bills associated with the federal response to the Coronavirus and economic recovery from same, and be available to advise the Port on implementation issues associated with previously passed Coronavirus emergency spending bills including the American Rescue Plan Act (ARPA). Summit will also monitor issues and identify funding opportunities that might arise related to the Ken Jernstedt Airfield.

Matter 2: Federal Appropriations and Discretionary Funding Monitoring – Summit will continue to regularly monitor the federal appropriations process and identify possible opportunities for Community Project Funding (earmarks), advise the Port about relevant deadlines for applying for such funding, and prepare draft requests for submission to relevant members of the Oregon and Washington Congressional delegations. Summit will also continue to monitor on a regular basis, federal Notices of Funds Availability (NOFA) announcements and bring discretionary grant funding opportunities to the attention of the Port when opportunities reflect Port priorities. Should the Port decide to apply for any discretionary funding, at the Port's request, Summit will be available to coordinate Congressional letters of support for those applications.

Matter 3: Anchor Way and 1st St. Project

Summit will continue to seek dedicated federal funding for the Anchor Way and 1st St. project, advocate for EDA grant funding for this project, and seek FY21 appropriations for this project.

Basic Services Fee: \$42,000

Matter 4: Bridge Replacement Services

- A. Meet with Chairman Peter DeFazio, Rep. Cliff Bentz, and Senators Wyden and Merkley, and Senators Murray and Cantwell and their staff to advocate for dedicated bridge funding in the surface transportation reauthorization act and specifically for dedicated funding for the Hood River White Salmon Interstate Bridge project. (\$9,000)
- B. Continue to meet with and update IPIC, USDOT Policy Development staff re EIS efforts associated with Hood River Bridge Replacement project. Maintain regular communication with Bridge Replacement project Director, review monthly updates and periodic from the Port and share relevant materials and updates with Congressional and Administration contracts. (\$6,000)
- C. Continue outreach to FHWA and Build America Bureau re TIFIA, P3, and other innovative financing. (\$6,000)
- D. Continue outreach to FHWA and Build America Bureau staff re TIFIA, P3, and with USDA Rural Development staff to explore innovative funding options for the Hood River Bridge Replacement project. (\$6,000)
- E. Continue to arrange for and advise Port Officials on up to two lobby trips to Washington, D.C. (\$10,000)
- F. Monitor Administration and Congressional negotiations over Infrastructure and Coronavirus emergency funding and advise port officials about same. (\$6,000)
- G. Summit will also be available to periodically meet with and brief the Bi-State Working Group about Congressional activities related to bridge replacement.

Bridge Replacement Services Fee: \$43,000

Total Annual Contract and Retainer: \$85,000

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Commission Memo



Prepared by: Michael McElwee
Date: June 22, 2021
Re: Hood River/Cascade Locks Enterprise Zone

The Hood River/Cascade Locks Enterprise Zone designation (“EZ Zone”) is set to expire on June 30, 2021. Through a lengthy collaborative process coordinated by the Mid-Columbia Economic Development District (“MCEDD”), local jurisdictions have determined that the EZ Zone should be extended to continue the economic development incentives it provides.

MCEDD Executive Director Jessica Metta briefed the Commission on this effort in October 2020. The summary memorandum provided at that briefing is attached for background. The Zone will sunset 10 years after designation (2031).

RECOMMENDATION: Approve Resolution 2020-21-6 authorizing redesignation of the Hood River/Cascade Locks Enterprise Zone.

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Memorandum

To: Port of Hood River Commissioners
From: Jessica Metta, Executive Director, Mid-Columbia Economic Development District
Date: October 1, 2020
RE: Re-designating Cascade Locks/Hood River Enterprise Zone

Background

Hood River County, the Cities of Hood River and Cascade Locks, the Port of Hood River are sponsors of Oregon Enterprise Zone covering parts of Hood River County. The Port of Cascade Locks is a consenting entity at present. The Cascade Locks/Hood River Enterprise Zone is set to expire on June 30, 2021 and this process is to consider re-designation of the benefit.

The Oregon Enterprise Zone is meant to induce additional private-sector investment and jobs by signaling a receptive business climate, primarily through a significant but short-term infusion for the project's cash flow, in order to:

- encourage homegrown entrepreneurs and businesses to start up and grow
- prompt bigger re/investment than might otherwise occur
- accelerate investments and hiring compared to an ordinary rate
- expand employment (business must increase full-time, year-round jobs in the zone)
- help needier regions overcome economic dislocations and structural deficiencies
- retain and attract operations that would move or locate elsewhere
- buttress the early success of traded-sector business projects, and
- stimulate higher levels of employee compensation with the 5-year abatement.

The method Enterprise Zones use to encourage this investment is providing tax abatement on qualified property. Such property includes new buildings, additions, and equipment and machinery brought in from outside the County. Land, existing property, and minor items of personal property may not qualify.

There are currently 74 enterprise zones creating better opportunities for business investment across Oregon: 57 rural and 17 urban. Business Oregon is responsible for determining statutory compliance of enterprise zone designations and works with the Department of Revenue of other agencies to provide technical assistance, training, and promotion.

Enterprise Zone Process

Prior to commencing construction/installation, business firms submit an application to the Zone Manager. Eligible firms include: manufacturers, processors, shippers, and other operations that serve businesses, some types of headquarters and call center operations, data centers, and hotels, motels, and resorts. Retail, construction, financial, and certain other activities are explicitly ineligible.

The Zone Manager then works with the applying firm to ensure eligibility for the Enterprise Zone program and determine which abatement fits their plans. The Cascade Locks/Hood River Enterprise Zone has three categories of abatement: Standard, Extended, and Long-Term Abatements.

Standard (3 years):

- Increase full-time, permanent employment of the firm inside the enterprise zone by the greater of one new job or 10 percent.
- No concurrent job losses within more than 30 miles from the zone.
- Maintain mandatory employment levels during the exemption period.
- Enter into a first-source hiring agreement with local job training providers.

Extended (Additional 1 or 2 years to Standard):

- Average annual compensation of new workers must be 130 percent of the county average wage throughout the duration of the agreement.
- In the 4th and 5th year of the abatement, the average annual wage must be 100 percent or greater of the county average annual wage.
- A written agreement with local zone sponsor(s) that may include additional requirements that the local zone sponsor(s) may reasonably request.

Long Term (7-15 years): Criteria vary based on the Zone

- Total investment costs need to be greater than .5% of the County’s total real market value by the end of the year when operations begin.
- Hire 35 new, full-time employees
- In the 4th and 5th year of the abatement the average annual wage must be 100 percent or greater of the county average annual wage.
- By the fifth year after commencing operations, average annual compensation for all workers at the facility must be at least 150 percent of the county average wage

Impacts to Date

Since 2010, the Cascade Locks/ Hood River Enterprise Zone has supported dozens of new businesses and business expansions. Currently, there are 10 active abatements that resulted in:

- A minimum of 88 jobs created,
- At least 23 of the created jobs with an average compensation of 130% or more of County average income, and
- An estimated \$36,937,124 invested in the community.

Future of the Enterprise Zone

The Cascade Locks/ Hood River Enterprise Zone sunsets on June 30, 2021. After this date no new applications will be accepted under the current Enterprise Zone. All existing abatements will continue until the end of their abatement period.

The option to re-designate the Enterprise Zone exists where certain criteria are met, including unemployment rate, income levels, population change, percentage of persons or families below the

federal poverty level and other information. The size, shape, and contiguity of the zone may affect how these indicators are determined by using zone-specific versus County wide data.

A broadly summarized overview of the re-designation process includes:

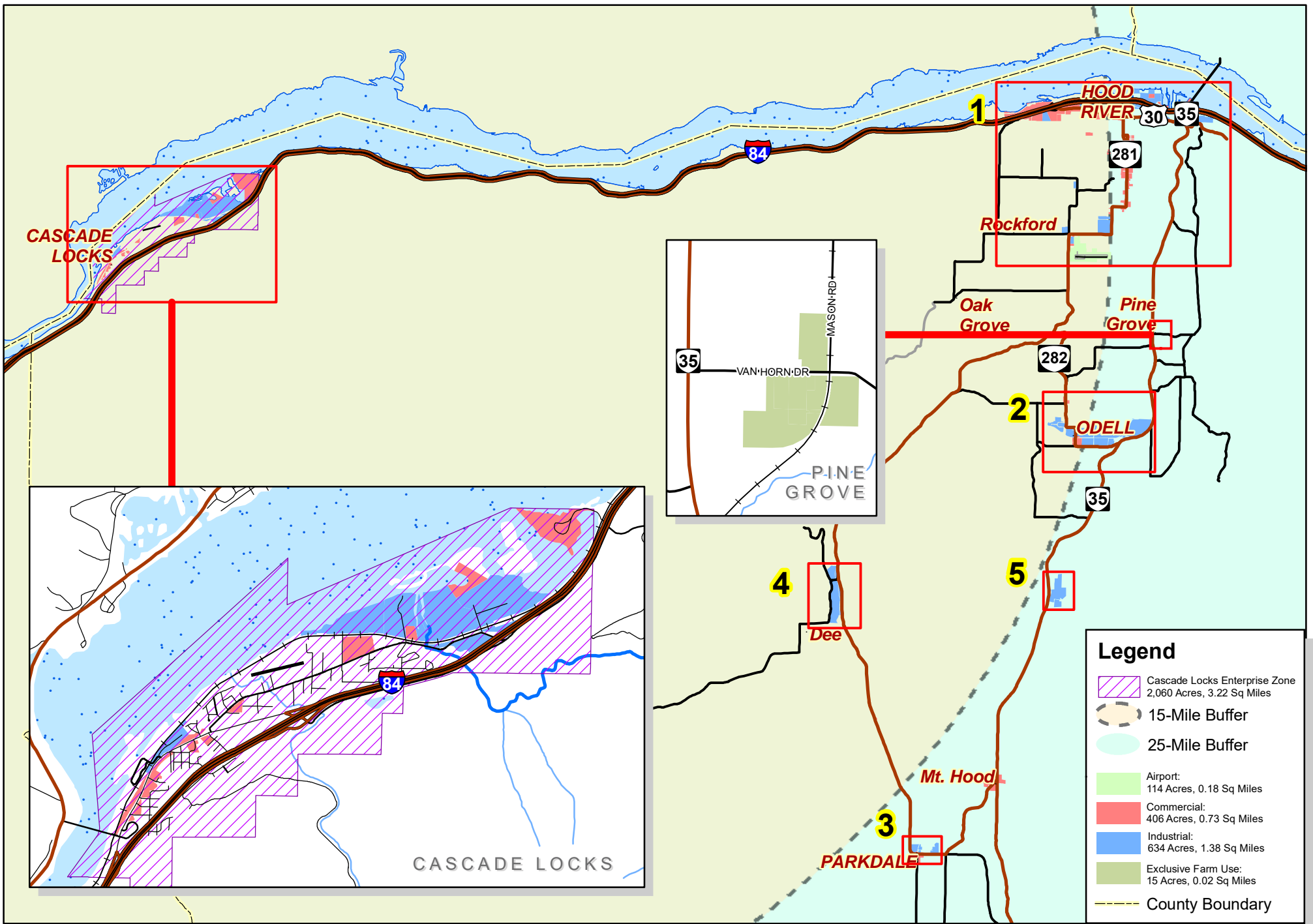
- Begin discussion with current Enterprise Zone sponsors about interest in re-designation.
- Notify taxing districts and other partners if re-designation is being considered.
- Notify Business Oregon of intent to re-designate.
- Determine potential zone boundaries, focus areas, and partners.
- Initiate research into data for demonstrating local economic hardship.
- Hold an informational public meeting, invite partners and taxing districts to participate.
- Conduct additional outreach to businesses and community.
- Finalize materials, draft resolutions, and hold final tax district and community meetings.
- Pass resolutions and sign all necessary paperwork.
- Submit to Business Oregon preferably before the current Enterprise Zone terminates June 30, 2021.

Consultation with local taxing districts and partners is a critical part of this process.

Request

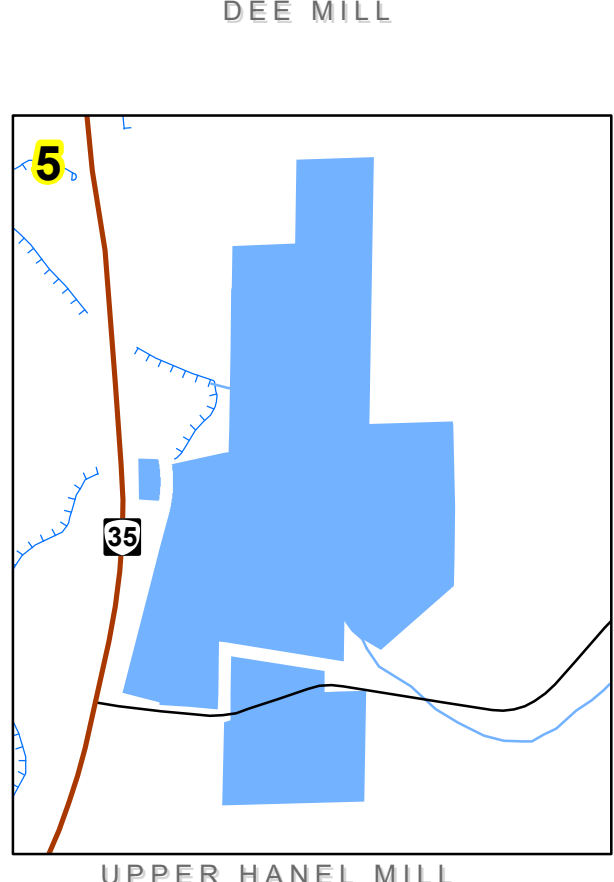
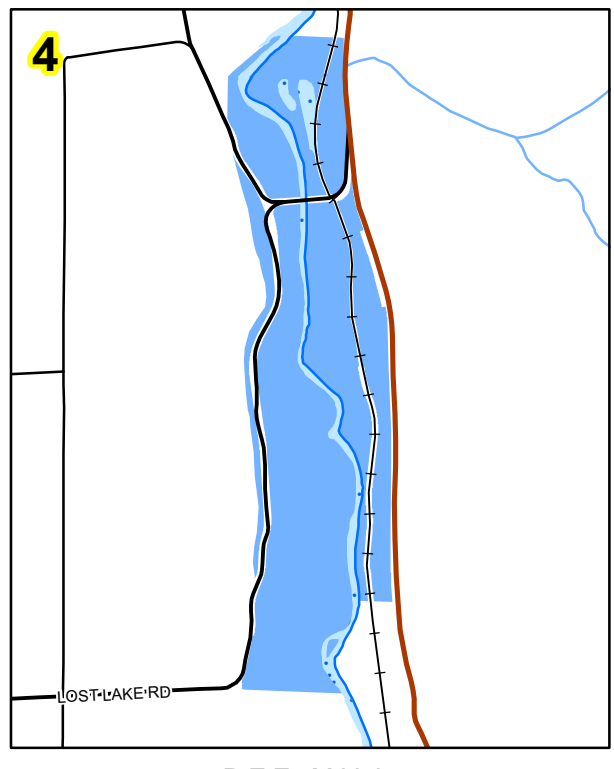
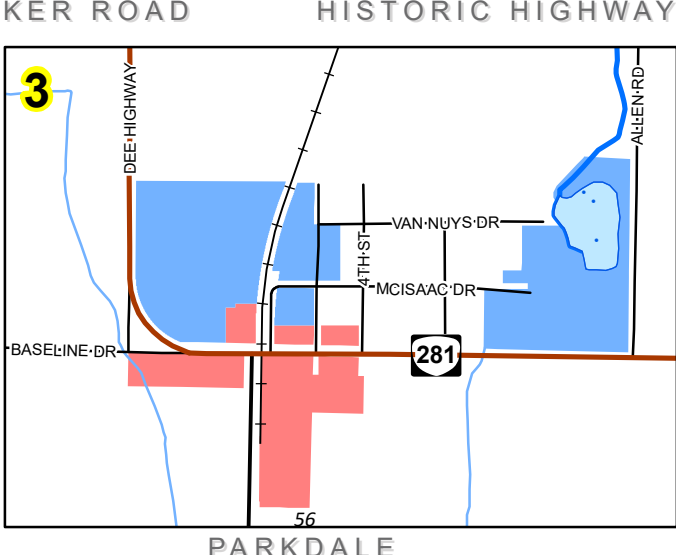
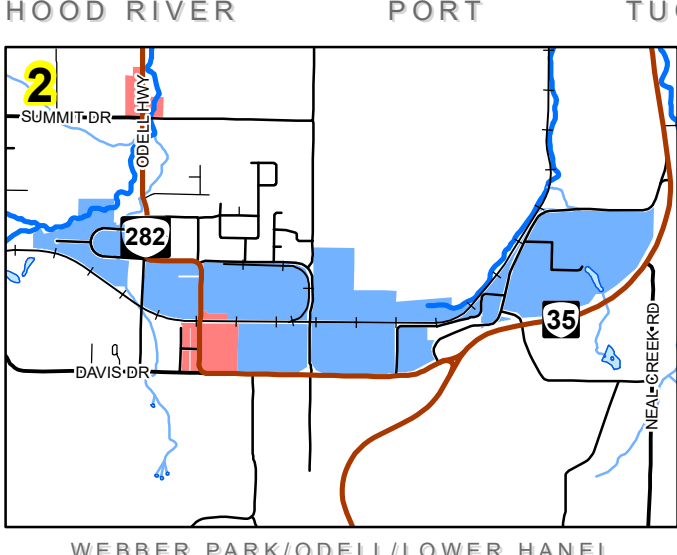
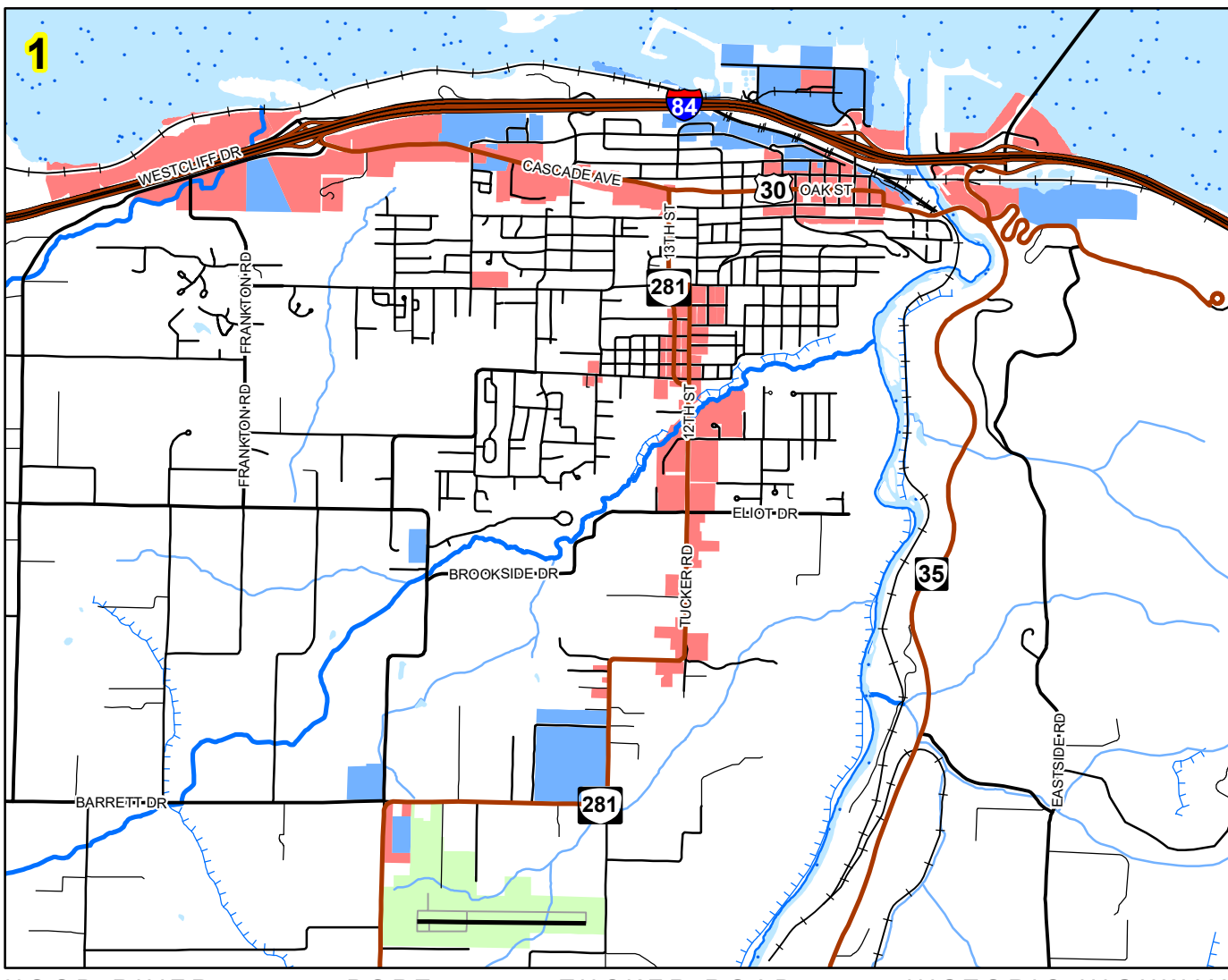
MCEDD currently serves as Local Zone Manager and is assisting the relevant entities through this process. I request the Port's discussion and feedback regarding interest in re-designating the Enterprise Zone.

CASCADE LOCKS-HOOD RIVER ENTERPRISE ZONE



Legend

- Cascade Locks Enterprise Zone
2,060 Acres, 3.22 Sq Miles
- 15-Mile Buffer
- 25-Mile Buffer
- Airport:
114 Acres, 0.18 Sq Miles
- Commercial:
406 Acres, 0.73 Sq Miles
- Industrial:
634 Acres, 1.38 Sq Miles
- Exclusive Farm Use:
15 Acres, 0.02 Sq Miles
- County Boundary



**Port of Hood River
Resolution No. 2020–21-6**

WHEREAS, The Cascade Locks/Hood River Enterprise Zone (“Enterprise Zone”) has existed in some form since 1998, and;

WHEREAS The Enterprise Zone offers tax abatement for new investments in manufacturing capacity by eligible businesses, supports local efforts to increase employment, raise worker incomes, and keeps Hood River County competitive in the region to attract investment by new and existing businesses, and;

WHEREAS The Enterprise Zone is scheduled to sunset on June 30, 2021, and;

WHEREAS, The Port of Hood River Commission agreed on October 1, 2020, to sponsor the redesignation of the Cascade Locks/Hood River Enterprise Zone jointly with the City of Hood River, City of Cascade Locks, County of Hood River, and Port of Cascade Locks, and;

WHEREAS, The Enterprise Zone sponsors have formally advised and received consultation from the Oregon Business Development Department (OBDD) according to ORS 285C.078, and;

WHEREAS, The municipal corporations, school districts, special service districts, that receive operating revenue through the levying of ad valorem taxes on real and personal property in the Enterprise Zone were sent notice and invited to a public meeting on Wednesday, May 12, 2021, regarding its designation, in order for the sponsoring governments to effectively consult with these other local taxing districts, and;

WHEREAS This Enterprise Zone meets statutory limitations on size and configuration, as depicted in **Exhibit A**, and;

WHEREAS The Port of Hood River will implement provisions jointly with other cosponsors described in ORS Chapter 285C and related parts of Oregon Law, including but appointing the Mid-Columbia Economic Development District (“MCEDD”) as local Enterprise Zone manager, to prepare a list or map of local, publicly owned lands and buildings in this enterprise zone for purposes of ORS 285C.110, and;

WHEREAS Designation of this Enterprise Zone does not grant or imply permission to develop land inside it without complying with jurisdictional zoning, regulatory and permitting processes and restrictions; nor does it indicate any intent to alter those processes or restrictions, except as otherwise done in accordance with Comprehensive Plans as acknowledged by the state of Oregon Land Conservation and Development Commission (LCDC).

NOW, THEREFORE BE IT RESOLVED, that under ORS 285C.065/285C.245, the Port of Hood River does hereby re-designate an Oregon enterprise zone to be named: The Cascade Locks/Hood River Enterprise Zone, jointly with the with City of Hood River, City of Cascade

Locks, County of Hood River, and Port of Cascade Locks, the boundary and area of which are described in the exhibits, and;

BE IT FURTHER RESOLVED that the Mid-Columbia Economic Development District is authorized to submit documentation of this enterprise zone redesignation to OBDD on behalf of the zone sponsors for purposes of a positive determination in favor under ORS 285C.074, and;

BE IT FURTHER RESOLVED that redesignation of this enterprise zone takes effect on July 1, 2021, or later, as so stipulated by OBDD in its determination pursuant to any revision and resubmission of documentation, and;

BE IT FURTHER RESOLVED; The Mid-Columbia Economic Development District is appointed as the local zone manager for this enterprise zone.

PASSED by the Board of Commissioners of the Port of Hood River this 22nd day of June, 2021.

John Everitt
President

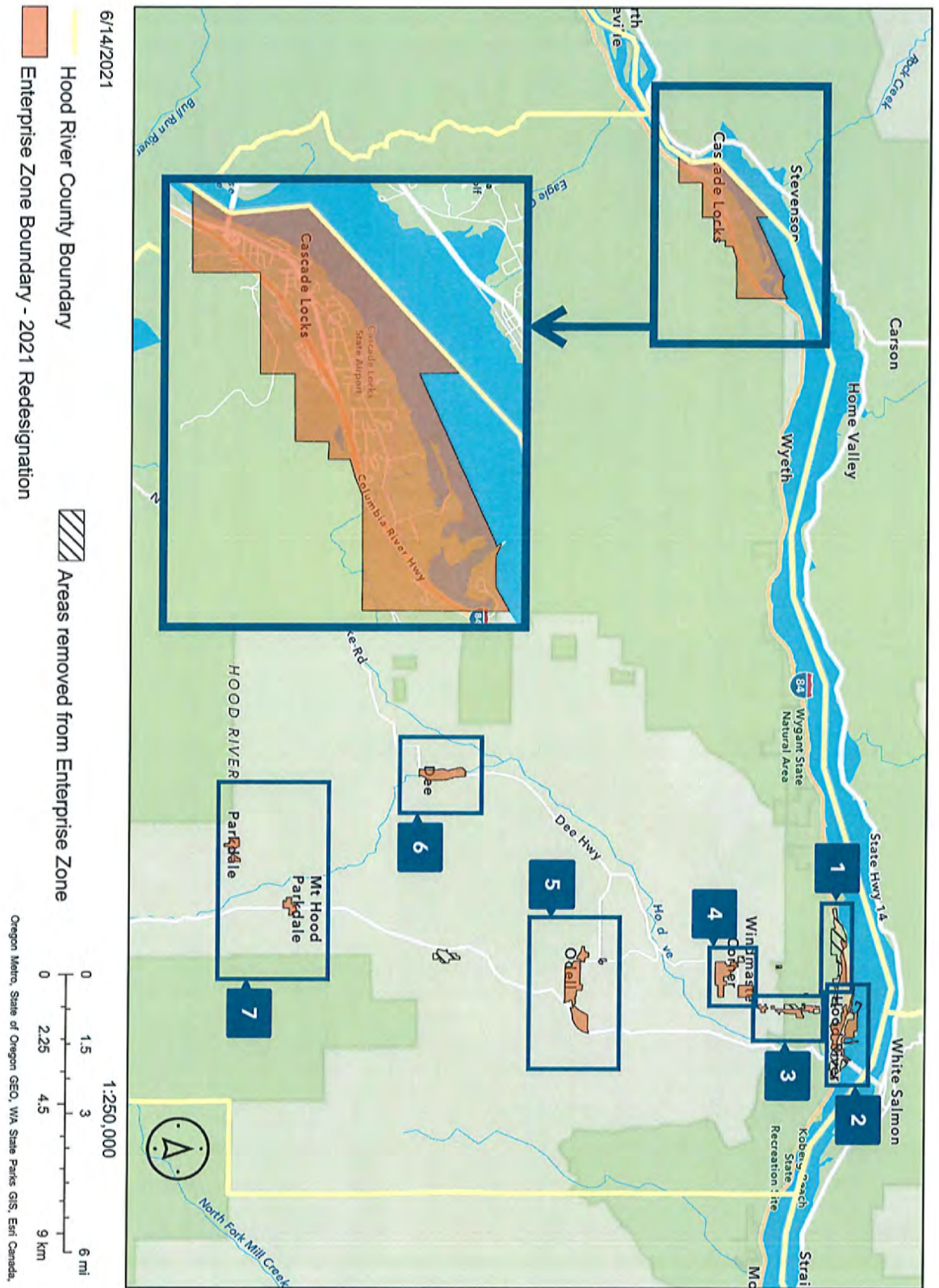
Ben Sheppard
Vice-President

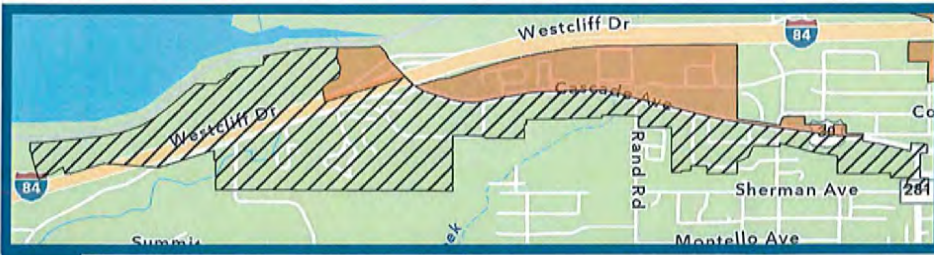
David Meriwether
Secretary

Kristi Chapman
Treasurer

Hoby Streich
Commissioner

CASCADE LOCKS - HOOD RIVER ENTERPRISE ZONE

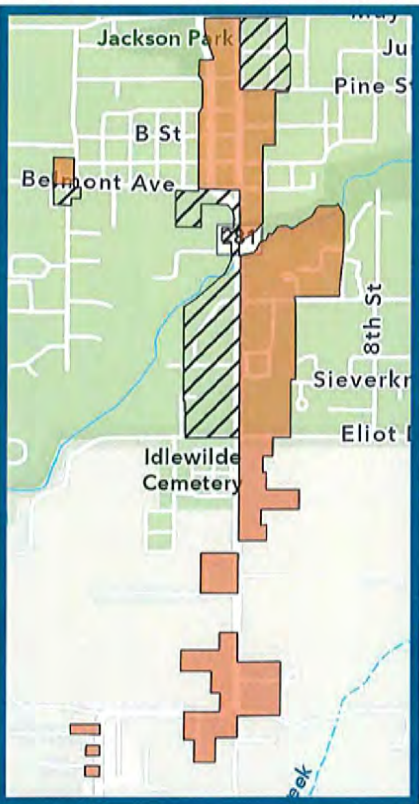




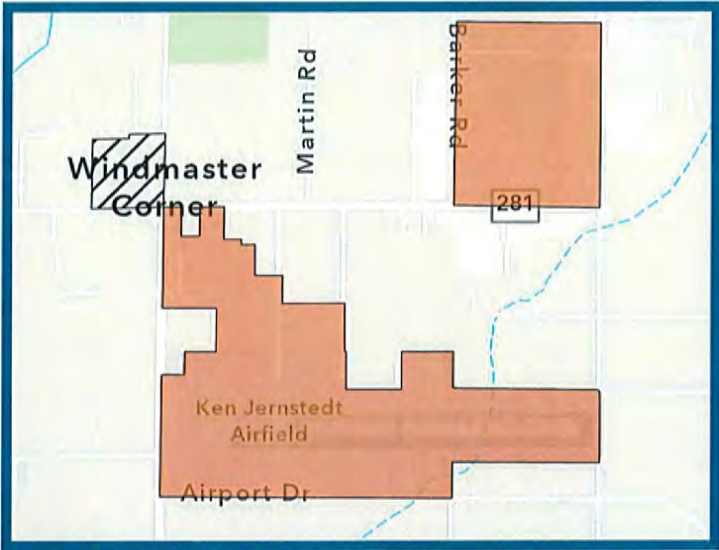
1 West End Hood River



2 Hood River Downtown and Waterfront



3 Hood River Heights



4 Tucker Road and Airport



Commission Memo



Prepared by: Michael McElwee
Date: June 22, 2021
Re: HRT Security - Amendment No. 5

HRT Security Services (“HRT”) has provided surveillance, monitoring and enforcement services during overnight hours at various locations on the waterfront since 2018. On June 18, 2019, the Commission approved Amendment No. 4, extending the contract through June 30, 2020.

HRT has provided excellent services over the past year and staff believes their presence on the waterfront has provided a safer environment, improved security, and reduced the risk of property damage.

The monthly payment under this one-year contract is increased by \$200/mo. to account for increased fuel prices.

RECOMMENDATION: Approve Amendment No. 5 to Personal Services Contract with HRT Security Patrol Services dba Hood River Security not to exceed \$29,700.

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**AMENDMENT NO. 5
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 5 to the Personal Services Contract ("Contract") is entered into this **22nd day of June 2021** by and between HRT Security Patrol Services dba Hood River Security ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated October 16, 2018 for security patrol services on a portion of the Port's waterfront properties ("Project"); and

WHEREAS, Port and Contractor executed Amendment No. 1 on February 5, 2019, extending the contract period through May 30, 2019; and

WHEREAS, Port and Contractor executed Amendment No. 3 on May 15, 2019, extending the contract period through June 30, 2020; and

WHEREAS, Port and Contractor executed Amendment No. 3 on August 20, 2019, to clarify the description of Port waterfront property where HRT security patrols occur; and

WHEREAS, Port and Contractor executed Amendment No. 4 on July 15, 2020, extending the Contract through June 30, 2021; and

WHEREAS, Port seeks to recognize the additional cost of fuel estimated at \$200/month and continue HRT's patrol services through **June 30, 2022**.

NOW THEREFORE, Port and Contractor agree to a contract amount of **\$29,700** and extend the timeframe for completion of work until **June 30, 2022**.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 5 to be duly executed the day and year first above written.

HRT Security Patrol Services
dba/ Hood River Security

Port of Hood River

Kenton Chandler
Owner

Michael S. McElwee
Executive Director

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Commission Memo



Prepared by: Fred Kowell
Date: June 22, 2021
Re: Through the Fence Agreements - Airport

Attached are three Through the Fence Airport Access Agreements for properties located on Orchard Road. These residences have access to the Airfield due to location of their properties. The Agreements describe allowed use of such access and costs. The Agreements have a five-year renewal term, as had the previous agreements.

If approved, staff will execute the Agreements once payment and insurance requirements are verified.

RECOMMENDATION: Approve Through the Fence Airport Access Agreements for properties located at 1688, 1696, and 1704 Orchard Road in Hood River.

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Residential Through the Fence Agreement

This Airport Access Agreement (“Agreement”) is made and entered into this the ____ day of _____, 2021, by and between the PORT OF HOOD RIVER, a State of Oregon special district (“Owner” or “Port”), and Jeremy J. and Kara Christine Young an individual (“User”), who owns property located at:

*1688 Orchard Road
Hood River, OR 97031 (“Property”)*

This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS, Port is the owner and operator of the Ken Jernstedt Airfield, located in the County of Hood River, State of Oregon (“Airport”), with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of ORS 777.210 (6) and ORS 777.258, among other federal, state, and local laws, rules and regulations; and

WHEREAS, User owns real property immediately adjacent to the physical property of the Airport; and

WHEREAS, User seeks the right to taxi aircraft from User’s Property “through-the-fence” to the Airport property and to its runway and taxiway system; and

WHEREAS, the parties desire to enter into this Agreement to comply with the FAA Modernization and Reform Act of 2012 (P.L. 112-95) section 136 that permits general aviation airport sponsors to enter into residential through-the-fence agreements with property owners or associations representing property owners provided these agreements comply with certain conditions set forth in this Agreement;

Now, therefore and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:

ARTICLE I – PROPERTY WITH RIGHT OF ACCESS

Legal description and tax lot number of property with right of access:
02N10E11A-lot 1600.

ARTICLE II – TERM OF AGREEMENT

The term of this Agreement shall commence on the date of this Agreement entered above, and shall continue through and including May 31, 2026. The Port may choose to extend this Agreement or enter into a similar agreement prior to the Agreement expiration date, in the Port’s sole discretion. This Agreement is non-transferable. This Agreement does not run with the User’s land. Any change of ownership of the Property with right of access will void this Agreement.

ARTICLE III – PROHIBITIONS

1. No Commercial Aeronautical Uses: User shall not engage in, nor permit any other person or entity to engage in, any temporary or permanent commercial aeronautical activity on User’s Property. This prohibition includes but is not limited to any activity

or service for compensation, exchange, trading, buying, selling or hire or any other revenue production activity whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations.

2. Sale of Aviation Fuels Prohibited: User shall not sell, nor permit any other person or entity to sell aviation fuels on User's Property.
3. Prohibitions and Restrictions on Access: User is specifically prohibited from granting or selling any access to/egress from the Airport through User's Property to any other parties. This restriction also includes User taking reasonable precautions acceptable to Owner to prevent the accidental access to the Airport by vehicles, pedestrians, pets, etc.

ARTICLE IV – ACCESS REQUIREMENTS

User agrees to:

1. Possess a current pilot license during the term of this Agreement, a copy of which must be provided to the Port at the outset of this Agreement and when requested.
2. User's aircraft must have a valid FAA "N" number. That number must be provided to the Port at the outset of this Agreement and when requested.
3. User 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 User and name the Port of Hood River 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 a default and is cause for termination of the Agreement.

ARTICLE V-ACCESS FEE TO OWNER

User agrees to pay an access fee to Owner as described below:

1. Owner's Basis for Access Fee: User's access fee is based on the monthly tie-down rate charged to Airport tenants using the Airport south apron area. User's access fee is subject to annual adjustments by Owner when Airport tie down fees are changed.
2. User's Access Fee: Based upon the current Airport tie down rate User's current access fee payable to Owner is \$35.00/month or \$420.00/year. User's access fee may be paid in advance on the 1st of each month, or in advance annually for the succeeding twelve months, or at the end of the term if less than twelve months remains payable through the remainder of the term. User's access fee will be increased by Owner based on annual fee adjustments made to Airport tie down rates throughout the term of this Agreement. Owner will notify User of increases in User's access fee when Airport tie down rates change.
3. Payment: All payments required to be made by User under this Agreement shall be made payable to the Port of Hood River, and shall be delivered or mailed to the address below:

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

4. Penalty for Late Payment: Owner will assess a late penalty of \$25 for every day User

fails to remit payment after the payment due date described above.

ARTICLE VI - CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

It is understood and agreed that User shall construct and install all private-use infrastructure, required and acceptable to Owner, or if in Owner's discretion Owner chooses to construct or install any private use infrastructure for User's access to the Airport, Owner shall notify User and upon Owner's completion of such construction or installation User shall promptly reimburse Owner for all Owner's costs. All required private-use infrastructure such as taxiway, fence, sign(s), taxiway lights, gates, security controls, etc., shall be listed and depicted in an Exhibit to this Agreement, and be coordinated and scheduled by the Port in cooperation with User. Accordingly, User covenants and agrees as follows:

1. Construction and Maintenance: All construction on Owner's property or User's property must be approved by Owner 90 days prior to the commencement of construction. During the term of this Agreement User shall also be solely responsible for all maintenance of said private-use infrastructure at User's cost and shall at all times maintain it in good repair.
2. Construction Costs: Notwithstanding anything herein contained to the contrary, User expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.) required by Owner. These costs are in addition to the access fees described above.

ARTICLE VII – AGREEMENT IS SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES, AND FEDERAL OBLIGATIONS.

This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between Owner and the United States Government, or to any order issued by the United States Government, or to any grant assurances affecting Owner or the Airport, or to any Airport or Owner Federal obligations.

User agrees to abide by Owner's Airport rules and regulations in effect as of the date of this Agreement and as may be adopted or amended from time to time. When entering onto the Airport User will use a radio to confirm current Airport activities, use 360 degree visual observation, and make a radio announcement before entering the Airport area to proceed with flight run-up procedures.

User for himself, his heirs, personal representatives, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Property or Airport for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, User shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 29 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

User for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree 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 such land 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 User 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.

ARTICLE VIII - TERMINATION OF AGREEMENT

1. **Events of Default by User:** Owner, at its option, may declare this Agreement terminated in its entirety if User breaches any condition of this Agreement, including upon the happening of any one or more of the following events, and may exercise all rights related to the termination of this Agreement:
 - a. The User access fees described in Article V, or any part thereof, are unpaid for 30 days, or
 - b. If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign User's interest herein without the prior written consent of Owner; or
 - c. If User shall use or permit the use of the User's premises at any time for any purpose which is not authorized by this Agreement, or if User shall use or permit the use thereof in violation of any law, rule or regulation, (including DOT or Airport rules and regulations), to which the User has agreed to conform.
 - d. User fails to comply with any term or condition of this Agreement.

2. **Notice of Default:** If User shall default in the performance of any provision of this Agreement (except the payment of fees), then Owner shall send to User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.
 - a. If User shall fail to timely cure and remedy such default, Owner shall have the right to declare, by written notice to User, that User is in default, and to use all remedies available to Owner under this Agreement. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not be effective if User commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.
 - b. Termination of this Agreement for non-payment of fees to Owner by User shall not become effective until after the expiration of fifteen (15) days after written notice thereof by Owner to User and User fails to pay all moneys owed, fully within said period.

ARTICLE VIII – NOTICES

Notice/Addresses: All notices, requests, ~~or~~ other communications, required or permitted

to be given hereunder shall be in writing and delivered by via certified or registered mail, addressed to the appropriate party at its address as follows:

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

Name: _Jeremy J. and Kara Christine Young
1688 Orchard Road
Hood River, OR, 97031

IN WITNESS WHEREOF, the parties have executed this Agreement.

User: Jeremy J. and Kara Young

Owner: Port of Hood River

By: _____
Jeremy J. Young

By: _____
Michael McElwee
Executive Director

By: _____
Kara Christine Young

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Residential Through the Fence Agreement

This Airport Access Agreement (“Agreement”) is made and entered into this the ____ day of _____, 2021, by and between the PORT OF HOOD RIVER, a State of Oregon special district (“Owner” or “Port”), and William E. and Rebecca J. Veatch an individual (“User”), who owns property located at:

*1696 Orchard Road
Hood River, OR 97031 (“Property”)*

This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS, Port is the owner and operator of the Ken Jernstedt Airfield, located in the County of Hood River, State of Oregon (“Airport”), with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of ORS 777.210 (6) and ORS 777.258, among other federal, state, and local laws, rules and regulations; and

WHEREAS, User owns real property immediately adjacent to the physical property of the Airport; and

WHEREAS, User seeks the right to taxi aircraft from User’s Property “through-the-fence” to the Airport property and to its runway and taxiway system; and

WHEREAS, the parties desire to enter into this Agreement to comply with the FAA Modernization and Reform Act of 2012 (P.L. 112-95) section 136 that permits general aviation airport sponsors to enter into residential through-the-fence agreements with property owners or associations representing property owners provided these agreements comply with certain conditions set forth in this Agreement;

Now, therefore and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:

ARTICLE I – PROPERTY WITH RIGHT OF ACCESS

Legal description and tax lot number of property with right of access:
02N10E11A-lot 1800.

ARTICLE II – TERM OF AGREEMENT

The term of this Agreement shall commence on the date of this Agreement entered above, and shall continue through and including May 31, 2026. The Port may choose to extend this Agreement or enter into a similar agreement prior to the Agreement expiration date, in the Port’s sole discretion. This Agreement is non-transferable. This Agreement does not run with the User’s land. Any change of ownership of the Property with right of access will void this Agreement.

ARTICLE III – PROHIBITIONS

1. No Commercial Aeronautical Uses: User shall not engage in, nor permit any other person or entity to engage in, any temporary or permanent commercial aeronautical activity on User’s Property. This prohibition includes but is not limited to any activity

or service for compensation, exchange, trading, buying, selling or hire or any other revenue production activity whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations.

2. Sale of Aviation Fuels Prohibited: User shall not sell, nor permit any other person or entity to sell aviation fuels on User's Property.
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User agrees to:

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2. User's aircraft must have a valid FAA "N" number. That number must be provided to the Port at the outset of this Agreement and when requested.
3. User 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 User and name the Port of Hood River 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 a default and is cause for termination of the Agreement.

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fails to remit payment after the payment due date described above.

ARTICLE VI - CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

It is understood and agreed that User shall construct and install all private-use infrastructure, required and acceptable to Owner, or if in Owner's discretion Owner chooses to construct or install any private use infrastructure for User's access to the Airport, Owner shall notify User and upon Owner's completion of such construction or installation User shall promptly reimburse Owner for all Owner's costs. All required private-use infrastructure such as taxiway, fence, sign(s), taxiway lights, gates, security controls, etc., shall be listed and depicted in an Exhibit to this Agreement, and be coordinated and scheduled by the Port in cooperation with User. Accordingly, User covenants and agrees as follows:

1. Construction and Maintenance: All construction on Owner's property or User's property must be approved by Owner 90 days prior to the commencement of construction. During the term of this Agreement User shall also be solely responsible for all maintenance of said private-use infrastructure at User's cost and shall at all times maintain it in good repair.
2. Construction Costs: Notwithstanding anything herein contained to the contrary, User expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.) required by Owner. These costs are in addition to the access fees described above.

ARTICLE VII – AGREEMENT IS SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES, AND FEDERAL OBLIGATIONS.

This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between Owner and the United States Government, or to any order issued by the United States Government, or to any grant assurances affecting Owner or the Airport, or to any Airport or Owner Federal obligations.

User agrees to abide by Owner's Airport rules and regulations in effect as of the date of this Agreement and as may be adopted or amended from time to time. When entering onto the Airport User will use a radio to confirm current Airport activities, use 360 degree visual observation, and make a radio announcement before entering the Airport area to proceed with flight run-up procedures.

User for himself, his heirs, personal representatives, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Property or Airport for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, User shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 29 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

User for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree 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 such land 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 User 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.

ARTICLE VIII - TERMINATION OF AGREEMENT

1. Events of Default by User: Owner, at its option, may declare this Agreement terminated in its entirety if User breaches any condition of this Agreement, including upon the happening of any one or more of the following events, and may exercise all rights related to the termination of this Agreement:
 - a. The User access fees described in Article V, or any part thereof, are unpaid for 30 days, or
 - b. If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign User's interest herein without the prior written consent of Owner; or
 - c. If User shall use or permit the use of the User's premises at any time for any purpose which is not authorized by this Agreement, or if User shall use or permit the use thereof in violation of any law, rule or regulation, (including DOT or Airport rules and regulations), to which the User has agreed to conform.
 - d. User fails to comply with any term or condition of this Agreement.

2. Notice of Default: If User shall default in the performance of any provision of this Agreement (except the payment of fees), then Owner shall send to User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.
 - a. If User shall fail to timely cure and remedy such default, Owner shall have the right to declare, by written notice to User, that User is in default, and to use all remedies available to Owner under this Agreement. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not be effective if User commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.
 - b. Termination of this Agreement for non-payment of fees to Owner by User shall not become effective until after the expiration of fifteen (15) days after written notice thereof by Owner to User and User fails to pay all moneys owed, fully within said period.

ARTICLE VIII – NOTICES

Notice/Addresses: All notices, requests, or other communications, required or permitted

to be given hereunder shall be in writing and delivered by via certified or registered mail, addressed to the appropriate party at its address as follows:

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

Name: _William E. and Rebecca J. Veatch
1696 Orchard Road
Hood River, OR, 97031

IN WITNESS WHEREOF, the parties have executed this Agreement.

User: William E. and Rebecca J. Veatch

Owner: Port of Hood River

By: _____
William E. Veatch

By: _____
Michael McElwee
Executive Director

By: _____
Rebecca J. Veatch

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Residential Through the Fence Agreement

This Airport Access Agreement (“Agreement”) is made and entered into this the ____ day of _____, 2021, by and between the PORT OF HOOD RIVER, a State of Oregon special district (“Owner” or “Port”), and Timothy J. O’Donnell an individual (“User”), who owns property located at:

*1704 Orchard Road
Hood River, OR 97031 (“Property”)*

This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS, Port is the owner and operator of the Ken Jernstedt Airfield, located in the County of Hood River, State of Oregon (“Airport”), with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of ORS 777.210 (6) and ORS 777.258, among other federal, state, and local laws, rules and regulations; and

WHEREAS, User owns real property immediately adjacent to the physical property of the Airport; and

WHEREAS, User seeks the right to taxi aircraft from User’s Property “through-the-fence” to the Airport property and to its runway and taxiway system; and

WHEREAS, the parties desire to enter into this Agreement to comply with the FAA Modernization and Reform Act of 2012 (P.L. 112-95) section 136 that permits general aviation airport sponsors to enter into residential through-the-fence agreements with property owners or associations representing property owners provided these agreements comply with certain conditions set forth in this Agreement;

Now, therefore and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:

ARTICLE I – PROPERTY WITH RIGHT OF ACCESS

Legal description and tax lot number of property with right of access:
02N10E11A-lot 1900.

ARTICLE II – TERM OF AGREEMENT

The term of this Agreement shall commence on the date of this Agreement entered above, and shall continue through and including May 31, 2026. The Port may choose to extend this Agreement or enter into a similar agreement prior to the Agreement expiration date, in the Port’s sole discretion. This Agreement is non-transferable. This Agreement does not run with the User’s land. Any change of ownership of the Property with right of access will void this Agreement.

ARTICLE III – PROHIBITIONS

1. No Commercial Aeronautical Uses: User shall not engage in, nor permit any other person or entity to engage in, any temporary or permanent commercial aeronautical activity on User’s Property. This prohibition includes but is not limited to any activity

or service for compensation, exchange, trading, buying, selling or hire or any other revenue production activity whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations.

2. Sale of Aviation Fuels Prohibited: User shall not sell, nor permit any other person or entity to sell aviation fuels on User's Property.
3. Prohibitions and Restrictions on Access: User is specifically prohibited from granting or selling any access to/egress from the Airport through User's Property to any other parties. This restriction also includes User taking reasonable precautions acceptable to Owner to prevent the accidental access to the Airport by vehicles, pedestrians, pets, etc.

ARTICLE IV – ACCESS REQUIREMENTS

User agrees to:

1. Possess a current pilot license during the term of this Agreement, a copy of which must be provided to the Port at the outset of this Agreement and when requested.
2. User's aircraft must have a valid FAA "N" number. That number must be provided to the Port at the outset of this Agreement and when requested.
3. User 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 User and name the Port of Hood River 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 a default and is cause for termination of the Agreement.

ARTICLE V-ACCESS FEE TO OWNER

User agrees to pay an access fee to Owner as described below:

1. Owner's Basis for Access Fee: User's access fee is based on the monthly tie-down rate charged to Airport tenants using the Airport south apron area. User's access fee is subject to annual adjustments by Owner when Airport tie down fees are changed.
2. User's Access Fee: Based upon the current Airport tie down rate User's current access fee payable to Owner is \$60.00/month or \$720.00/year. User's access fee may be paid in advance on the 1st of each month, or in advance annually for the succeeding twelve months, or at the end of the term if less than twelve months remains payable through the remainder of the term. User's access fee will be increased by Owner based on annual fee adjustments made to Airport tie down rates throughout the term of this Agreement. Owner will notify User of increases in User's access fee when Airport tie down rates change.
3. Payment: All payments required to be made by User under this Agreement shall be made payable to the Port of Hood River, and shall be delivered or mailed to the address below:

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

4. Penalty for Late Payment: Owner will assess a late penalty of \$25 for every day User

fails to remit payment after the payment due date described above.

ARTICLE VI - CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

It is understood and agreed that User shall construct and install all private-use infrastructure, required and acceptable to Owner, or if in Owner's discretion Owner chooses to construct or install any private use infrastructure for User's access to the Airport, Owner shall notify User and upon Owner's completion of such construction or installation User shall promptly reimburse Owner for all Owner's costs. All required private-use infrastructure such as taxiway, fence, sign(s), taxiway lights, gates, security controls, etc., shall be listed and depicted in an Exhibit to this Agreement, and be coordinated and scheduled by the Port in cooperation with User. Accordingly, User covenants and agrees as follows:

1. Construction and Maintenance: All construction on Owner's property or User's property must be approved by Owner 90 days prior to the commencement of construction. During the term of this Agreement User shall also be solely responsible for all maintenance of said private-use infrastructure at User's cost and shall at all times maintain it in good repair.
2. Construction Costs: Notwithstanding anything herein contained to the contrary, User expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.) required by Owner. These costs are in addition to the access fees described above.

ARTICLE VII – AGREEMENT IS SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES, AND FEDERAL OBLIGATIONS.

This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between Owner and the United States Government, or to any order issued by the United States Government, or to any grant assurances affecting Owner or the Airport, or to any Airport or Owner Federal obligations.

User agrees to abide by Owner's Airport rules and regulations in effect as of the date of this Agreement and as may be adopted or amended from time to time. When entering onto the Airport User will use a radio to confirm current Airport activities, use 360 degree visual observation, and make a radio announcement before entering the Airport area to proceed with flight run-up procedures.

User for himself, his heirs, personal representatives, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Property or Airport for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, User shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 29 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

User for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree 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 such land 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 User 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.

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 - a. The User access fees described in Article V, or any part thereof, are unpaid for 30 days, or
 - b. If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign User's interest herein without the prior written consent of Owner; or
 - c. If User shall use or permit the use of the User's premises at any time for any purpose which is not authorized by this Agreement, or if User shall use or permit the use thereof in violation of any law, rule or regulation, (including DOT or Airport rules and regulations), to which the User has agreed to conform.
 - d. User fails to comply with any term or condition of this Agreement.

2. **Notice of Default:** If User shall default in the performance of any provision of this Agreement (except the payment of fees), then Owner shall send to User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.
 - a. If User shall fail to timely cure and remedy such default, Owner shall have the right to declare, by written notice to User, that User is in default, and to use all remedies available to Owner under this Agreement. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not be effective if User commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.
 - b. Termination of this Agreement for non-payment of fees to Owner by User shall not become effective until after the expiration of fifteen (15) days after written notice thereof by Owner to User and User fails to pay all moneys owed, fully within said period.

ARTICLE VIII – NOTICES

Notice/Addresses: All notices, requests, ~~or~~ other communications, required or permitted

to be given hereunder shall be in writing and delivered by via certified or registered mail, addressed to the appropriate party at its address as follows:

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

Name: Timothy J. O'Donnell
1704 Orchard Road
Hood River, OR, 97031

IN WITNESS WHEREOF, the parties have executed this Agreement.

User: Timothy J. O'Donnell

Owner: Port of Hood River

By: _____
Timothy J. O'Donnell

By: _____
Michael McElwee
Executive Director

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Commission Memo



Prepared by: Michael McElwee
Date: June 22, 2021
Re: WJE Contract Amendment No. 1

The Port retained Wiss, Janney, Elstner Associates, Inc. (“WJE”) to carry out mechanical and electrical inspections of the Bridge Lift Span in September 2020. The inspections were expected to be completed in the fall so the term of the Agreement extended through May 2021. Due to the potential traffic delays caused by operations of the lift span during harvest season, the inspections were postponed to spring 2021. The actual inspection work took place in April. The compilation of test results and preparation of the final report and recommendations require the Contract to be extended.

The attached Amendment No. 1 would extend the term of the contract through August 2021.

RECOMMENDATION: Approve Amendment No. 1 to contract with Wiss, Janney, Elstner Associates, Inc., subject to legal counsel review and Executive Director approval.

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**AMENDMENT NO. 1
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 1 to the Personal Services Contract ("Contract") is entered into this **22nd day of July, 2021** by and between Wiss, Janey, Elstner Associates, Inc. ("Consultant") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated September 19, 2020, regarding mechanical and electrical inspection services associated with the Hood River Bridge Lift Span ("Project"); and

WHEREAS, the inspection services described in the Contract were expected to be completed by May 15, 2021; and

WHEREAS, due to the potential impacts of traffic delays on the fall fruit harvest, most of the inspection services were delayed and carried out in May 2021; and

WHEREAS, it is necessary to extend the term of the Contract to allow time for test results and final inspection report to be prepared and presented to the Commission; and

WHEREAS, all terms used in this Amendment No. 1 have the meaning given to them as in the original Contract, except as amended hereby.

NOW THEREFORE, Port and Contractor agree to extend the termination date of this Contract until **August 15, 2021**.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed the day and year first above written.

Wiss, Janey, Elstner Associates, Inc.

Port of Hood River

Paul Bandlow, P.E.
Principal

Michael S. McElwee
Executive Director

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Commission Memo



Prepared by: Fred Kowell
Date: June 22, 2021
Re: Kapsch Renewal Service Contract

Attached is the annual service contract renewal with Kapsch TrafficCom for service and warranty of the Kapsch equipment in the toll lanes. With the installation of the Kapsch transponder reader, antennas and lane equipment, we also received a service contract that expired at the end of May 2021. This contract will renew for a period from June 2021 to May 2022 for anything that goes wrong with our Kapsch hardware.

Having a service/warranty agreement allows the Port to respond to a hardware failure immediately by having the hardware configured to communicate with our current back-office system. Not having a service agreement could be significant financially, simply with the response time it takes to get the hardware on-site and having an average of 10,000 to 13,000 trips a day crossing our bridge.

This hardware was placed into service in April of 2016 and has a useful life between 7-10 years. So far, Kapsch has replaced 2 readers and repaired 2 readers over the last 5 years. They normally provide service within a 48-hour period once a service call is placed.

Although this has been approved over the last several years, staff recommends bringing it back for Commission review each year.

RECOMMENDATION: Approve the Kapsch TrafficCom USA maintenance contract for electronic tolling system hardware in the amount of \$47,708.

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May 5, 2021

To: Port of Hood River
 Fred Kowell
 1000 E. Marina Drive
 Hood River, OR 97031

Subject: Port of Hood River Maintenance
 Contract: Port of Hood River Contract for the Purchase of Goods & Services

Kapsch TrafficCom USA, Inc. (“Kapsch”) is pleased to offer this proposal to furnish the Port of Hood River (“Customer”) for the subject project as detailed below in the “Work Included” section, and including referenced attachments.

This proposal and all related materials attached or appended hereto are proprietary and confidential to Kapsch, and submitted solely for the recipient’s internal evaluation purposes. Disclosure to any third parties is prohibited without the express written consent of Kapsch, as described further herein.

1. PRICING AND PAYMENT TERMS

The Kapsch price to provide the materials and services described in the ‘Work Included’ section of this proposal is as follows:

Current Contract Term	Extension Contract Term
June 2021 - May 2022	June 2022 - May 2023
\$ 47,708	\$ 49,139

- A. The price quoted is valid for 90 days and subject to Kapsch’s terms and conditions as expressed herein. No other terms and conditions apply unless expressly agreed to in writing by Kapsch.
- B. The above quoted price **does not** include any bonds, taxes, permits or duties that may be applicable to the proposed scope of work. Delivery is FOB site (this may be removed if not applicable or stated with any conditions as necessary).
- C. All pricing is in US Dollars.
- D. Net 30 days upon receipt of invoice from Kapsch

Payment Terms will be mutually agreed upon following contract execution and documented in writing.

2. WORK INCLUDED

The following section outlines the scope of materials and services (“Scope of Work”) included in this proposal.

A. General

The proposed scope of work is applicable to the following project sites:

- Port of Hood River, OR

B. Scope Description

1. Preventative Maintenance of Electronic Toll Collection Equipment
 - a. In lane hardware
 - b. Loop Detection
2. Maintenance Support Center – Attachment B
 - a. Time and Materials Corrective Actions

C. Assumptions

3. None.

3. WORK NOT INCLUDED

The following listing of "Work Not Included" is intended as further clarification regarding Kapsch's proposed offering.

- A. Providing service, repair or troubleshooting of any field related equipment.
- B. Performing any configuration, programming and start-up of any related devices unless noted above in the "Work Included" section.
- C. Furnishing any hardware or any additional software unless stated otherwise in the "Work Included" section.
- D. Performing any services in the capacity of a licensed Professional Engineer unless specifically stated otherwise in the "Work Included" section.
- E. Providing any submittal data, drawings, manuals, reports, test data or record documentation other than the deliverables listed above in the Work Included section. Installation of any equipment unless stated otherwise in the Work Included section.
- F. Testing of any equipment not listed above in the Work Included section.
- G. Any other system not expressly stated in Work Included Section.

4. TERMS AND CONDITIONS

- A. **Terms and Conditions:** This proposal, if accepted by Customer, will form the basis of an Agreement, which shall incorporate this proposal scope letter, the terms and conditions attached hereto. Attachment A.
- B. **Term and Schedule.** The term of this Agreement shall be for a period of twelve (12) months from execution unless otherwise terminated in accordance with the specific terms and conditions of this Agreement. The Agreement may be extended by prior written agreement by the parties. This proposal is predicated upon Kapsch being afforded a reasonable duration to perform its scope of work, and shall be based upon a mutually agreed upon schedule.

C. Exchange of Confidential Information is effective.

Kapsch appreciates this opportunity to submit this proposal. Should you have any questions regarding our proposal, please contact the undersigned at 602-317-7175 or lauri.brady@kapsch.net

Yours Truly,
Kapsch TrafficCom USA, Inc.




Lauri Brady
Director, Sales and Business Development

cc: Dave Gumpel, JB Kendrick, Janet Eichers

Acceptance of Scope of Work:

Kapsch TrafficCom USA, Inc.

Port of Hood River

By: 

By: _____

Name: Lauri Brady

Name: _____

Title: Director, Sales and Business Development

Title: _____

Date: May 5, 2021

Date: _____

Attachment A

Kapsch TrafficCom USA, Inc. ("Kapsch") Standard Terms and Conditions Port of Hood River

1. **Payment.** Payment terms are Net-30 from receipt of approved invoice. Charges are exclusive of, and Customer is responsible for, any customs, import duties, federal, state, and local taxes (except tax on Kapsch income) unless otherwise agreed in writing. This Agreement may be suspended by Kapsch without notice if payment of any undisputed invoice is sixty (60) days in arrears or it may be terminated by Kapsch without notice if payment of any undisputed invoice is ninety (90) days in arrears.
2. **OWNERSHIP/LICENSE:** Designs, drawings, specifications, reports, computer software and code, photographs, instruction manuals, and other technical information and data (hereinafter "Work") provided by Kapsch hereunder, whether conceived and developed prior to or during the performance of work, and all proprietary right and interest therein and the subject matter thereof shall be and remain the property of Kapsch except as otherwise expressly agreed in writing by Kapsch. Kapsch hereby grants a royalty-free, limited, non-transferable license to Customer to use Work delivered by Kapsch to Customer solely for the purposes specifically expressed hereunder. Customer warrants that it is an authorized licensee directly or indirectly, of any intellectual property that will be supported under this Agreement.
3. **Confidentiality/Non-Disclosure.** Client acknowledges and agrees that all materials in any form supplied by Kapsch hereunder, including this proposal letter, are proprietary and confidential to Kapsch ("Kapsch Materials"). Client may not disclose Kapsch Materials to any third party without the express written permission of Kapsch. Client shall use Kapsch Materials solely for the purposes expressed herein, and shall use the same degree of care to protect Kapsch Materials as it would employ with respect to its own information that it protects from publication or disclosure, which shall be no less than commercially reasonable care.
4. **Warranty.** Kapsch warrants that it shall provide any services under this Agreement in good faith and workmanlike manner. Kapsch warrants any materials delivered shall conform to applicable specifications for a period of one year after delivery. Upon written notice of a defect, Kapsch shall at its option repair or replace the defective material. This warranty covers defects arising under normal use, and does not cover defects resulting from misuse, abuse, neglect, repairs, alterations or attachments made by Customer or third parties not approved by Kapsch, problems with electrical power, usage not in accordance with product instructions, or any interfaces with systems, equipment, firmware or software not developed by Kapsch. Kapsch reserves the right to investigate claims by Customer as to defects. Customer shall pay costs to investigate invalid claims and for any repair or replacement shown by investigation not to be covered by warranty. Products supplied but not manufactured by Kapsch shall be subject to the warranty provided by the original manufacturer, which Kapsch shall pass through to the Customer.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

5. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against those liabilities imposed upon the Indemnified Party with respect to all third party claims for loss of or damage to property and injuries to persons, including death, to the extent that such liabilities result from negligence or any willful misconduct of the Indemnifying Party. The foregoing mutual indemnification shall not apply to either parties liability to either parties employees under applicable Worker's Compensation laws. The foregoing indemnification shall not be deemed a waiver of any defense to which either party may be entitled under applicable Worker's Compensation laws. The Indemnified Party shall give prompt notice of any such claim and the Indemnifying Party shall have the right to control and direct the investigation, preparation, action and settlement of each such claim.
6. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, EXCEPTING COMPLIANCE WITH THE CONFIDENTIALITY PROVISIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF USE OR PRODUCTION, OR ANY LOSS OF DATA, PROFITS OR REVENUES, OR ANY CLAIMS RAISED BY CUSTOMERS OF CUSTOMER, REGARDLESS OF THE FORM OF ACTION (WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR IN TORT) AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. KAPSCH'S LIABILITY IS LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES, AND SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT.
7. **Default termination.** If either party fails or neglects to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice, the other party shall have the right to suspend or terminate this Agreement.
8. **Assignment.** Neither Party shall assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, such consent shall not be unreasonably withheld. If consent is given, the rights and obligations hereunder shall be binding upon and enure to the benefit of the assignee.
9. **Insurance.** Kapsch will maintain in force through the entire term of this Agreement, insurance policies covering Workman's Compensation, Employers Liability and Commercial General Liability. Prior to commencement of the work, Kapsch will provide the Customer certificates of insurance. Such certificates shall evidence that the insurance is in effect and show the Customer named as an additional insured.
10. **Force majeure.** Kapsch shall not be responsible for failure to perform any responsibilities or obligations hereunder due to causes beyond its reasonable control or the control of its suppliers.
11. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its

address as follows, or to such other address as either Party may, by written notice designate to the other. Additionally, Notices sent by any other means (i.e. facsimile, overnight delivery, courier and the like) are acceptable subject to confirmation of both the transmission and receipt of the Notice.

Port of Hood River	Kapsch TrafficCom USA, Inc.
1000 E. Marina Drive Hood River, OR 97031 Attn: General Counsel	8201 Greensboro Drive, Suite 1002 McLean, VA 22102 Attn: General Counsel

12. **Independent contractor.** It is expressly understood that Kapsch is an independent contractor and that nothing in this Agreement shall be construed to designate Kapsch or any of Kapsch's principals, partners, employees, consultants or subcontractors, as servants, agents, partners, joint ventures or employees of Customer.
13. **Laws and safety.** All services performed hereunder shall comply with all applicable federal, state or provincial and local laws, regulations and orders, codes, including, without limitation, all relating to occupational health and safety.
14. **Disputes and Governing Law.** Each Party shall issue written notice to the other of any dispute hereunder within ten (10) days of when it becomes aware, or should have become aware, of the matter or source of dispute. Upon receipt of such notice, the Parties' executive management teams shall work together in good faith to negotiate a resolution. If the Parties cannot reach a resolution that is mutually agreeable within thirty (30) days subsequent to receipt of such notice, the aggrieved Party shall have the right to seek legal resolution within the court system. The Parties may at this time also agree to pursue resolution of the disputed subject matter through binding arbitration. This Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions.
15. **Entire agreement.** No waiver, change, or modification of any term or condition of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire agreement between the parties with respect to the subject of this Agreement and supersede those of all previous formal and informal maintenance agreements between the parties with respect to after-sale support of Kapsch systems.
16. **Survival.** The parties' obligations under the Confidentiality, Warranty, Indemnity, Limitation of Liability, Ownership, Disputes and Governing Law provisions hereunder shall survive completion, delivery or any termination hereof.

Attachment B

MAINTENANCE AND WARRANTY

- **Warranty**

All hardware and software is warranted from 1 year from installation. Further information is available in the attached Terms and Conditions.

- **Maintenance**

- **Overview**

This section will briefly describe the services that will be offered with this contract; please note that some of these are considered to be additional services and as so they will not be included in the current maintenance services.

Maintenance Activities within scope of this agreement:

- Preventive Maintenance

- Corrective Actions on a Time and Materials basis

- **Maintenance Services**

- **Preventive Maintenance**

Perform the regular maintenance tasks as defined in the Maintenance Manual in order to minimize unscheduled downtime and ensure availability.

Under this agreement, Kapsch plans two (2) onsite visits during the year for preventive maintenance actions.

- **Software Maintenance**

Regular maintenance of the system software (i.e. bugs fixes and patch updates) to maintain it in optimal condition over time. This software maintenance included as a preventive maintenance action.

Any software changes considered as additional functionality to the original delivery will need to be charged accordingly through the Project Manager at Time and Material rates.

- **Corrective Maintenance**

Any system failures which require on-site support including troubleshooting and repair replacement of hardware components. These actions are considered **out of scope** under this

agreement and charged as Time and Materials in coordination of the Port of Hood River and the Project Manager.

When a service email is received, a ticket is opened in Kapsch's system and it will not be closed until the issue is corrected. Kapsch will have remote personnel assigned to this ticket. If the issue persists and determined to be under Kapsch's SOW, a field technician will be sent to resolve the incidence.

- **Spare Parts Management**

Kapsch warrants to Contractor that any product provided by Kapsch shall conform in all material respects to the applicable specifications for a period of one (1) year past its installation and acceptance by Owner to Kapsch (the "Warranty Period").

After the one (1) year "Warranty Period", all products will be exchanged and replaced under T&M rates.

"Extended Warranty" needs to be ordered in addition.

- **Repair Management**

When applicable, Kapsch will repair, replace or refurbish an equipment or product as part of the corrective or preventive maintenance process.

- **Additional Support Services**

- **Technical Support**

Provide technical advice upon request and dependent to contract obligations.

- **QA Audits**

Yearly quality audits will be conducted by PoHR. Any deficiencies will be addressed by Kapsch.

- **Asset Management Services**

- **Configuration Management**

Kapsch will keep control and traceability of the configuration of operating systems, embedded firmware, databases and application software.

- **Inventory Management**

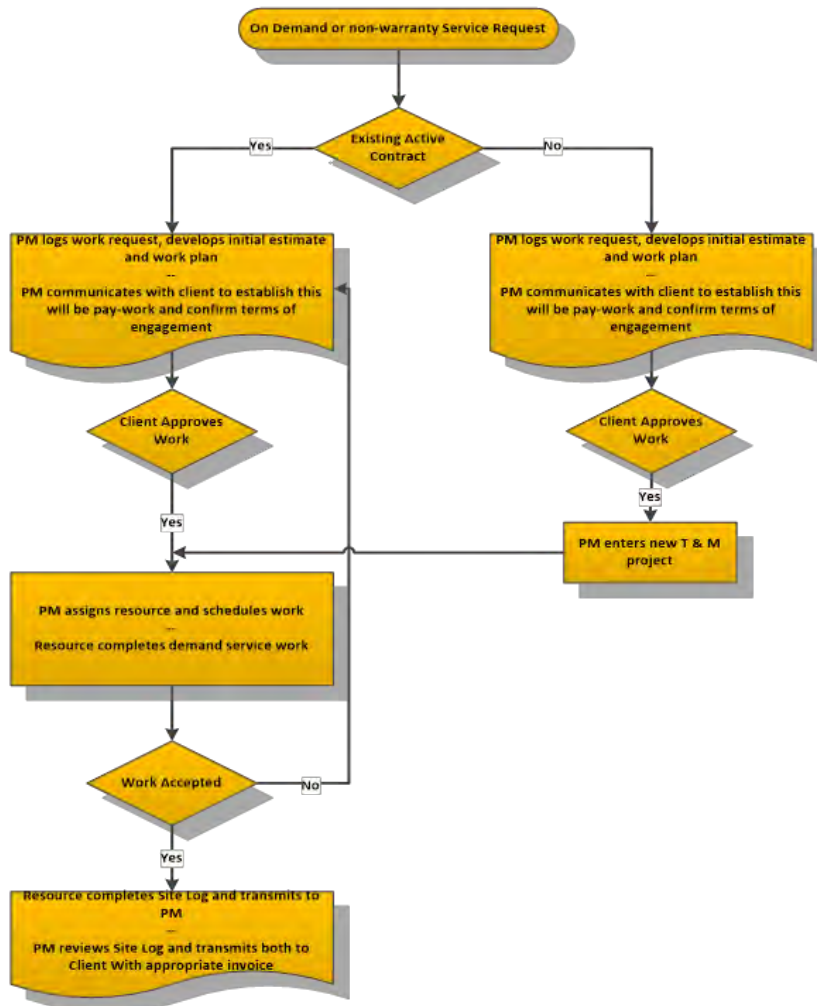
Kapsch will keep control and traceability of the inventory of the customer's installation, such as hardware devices or products. Inventory Management is not the same as Asset Management, i.e. managing of the financial value of the customer's equipment.

- **Work out of Contract or Warranty**

- **On Demand Service**

Any work of Service that is not covered by the above service packages will fall under "On Demand" Services and it will incur T&Ms rates.

Kapsch will only start this work/Service if it is asked by the customer to have it done either initiated by the customer or found by another party. When the work/service is finished, Kapsch will wait for customer acceptance and then bill for the completed and accepted work. The below flow chart explains the process of On Demand Work.



- ### Time and Material

As mentioned throughout this document, Time and Material (T&M) rates will apply for the following conditions:

- Anytime it is determined by Kapsch that a service is not included under the current SOW
- Anytime it is determined by Kapsch that a maintenance issue on site is not related to any of our systems and/or equipment
- Anytime it is determined by Kapsch that a system/equipment is out of the “Warranty Period”
- Any “On Demand” Work/Service.

Kapsch will be billing normal T&M rates (including travel and meals) under our customary T&Cs.

Hourly Rates (labor only – other non-labor costs will be charged separately)	Rate
Project Manager	\$ 210
System Engineer/Technical Lead	\$ 190
Field Engineer	\$ 125

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Commission Memo



Prepared by: Fred Kowell
Date: June 22, 2021
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$8,451.50
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$8,451.50
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JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

Page: 1
 June 01, 2021
 PORTOHAM

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

Account No:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS					
JJ					
1,750.00	1,482.50	0.00	0.00	-1,750.00	\$1,482.50
FBO AIRPORT AGREEMENT (Gifford/Classic Wings)					
0.00	775.00	0.00	0.00	0.00	\$775.00
LEASE (Pfriem Brewing)					
300.00	775.00	0.00	0.00	-300.00	\$775.00
TOWING AGREEMENT (Guzman Brothers Towing)					
0.00	819.00	0.00	0.00	0.00	\$819.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)					
0.00	250.00	0.00	0.00	0.00	\$250.00
AGREEMENT (Hood River Soaring)					
850.00	0.00	0.00	0.00	-850.00	\$0.00
TRESPASS ON PUBLIC PROPERTY					
625.00	0.00	0.00	0.00	-625.00	\$0.00
ODOT BRIDGE FUNDS IGA (State of OR; ODOT)					
0.00	75.00	0.00	0.00	0.00	\$75.00
MARINA MOORAGE AGREEMENT					
250.00	0.00	0.00	0.00	-250.00	\$0.00

Previous Balance	Fees	Expenses	Advances	Payments	Balance
ODOT IGA - I-84 BRIDGE REPLACEMENT					
50.00	0.00	0.00	0.00	-50.00	\$0.00
CONCESSION PERMITS					
0.00	950.00	0.00	0.00	0.00	\$950.00
NORTHWEST PIPELINE EASEMENT					
375.00	0.00	0.00	0.00	-375.00	\$0.00
(Airport Fuel Tank Procurement)					
5,550.00	2,975.00	0.00	0.00	-5,550.00	\$2,975.00
GORGE SAIL VENTURES DOCKAGE AGREEMENT					
475.00	0.00	0.00	0.00	-475.00	\$0.00
BRIDGE TELECOM EASEMENT					
175.00	0.00	0.00	0.00	-175.00	\$0.00
TIMBER TRESPASS - AIRPORT					
175.00	250.00	0.00	0.00	-175.00	\$250.00
PROPERTY PURCHASE (Phil Jensen/Luhr Jensen)					
0.00	100.00	0.00	0.00	0.00	\$100.00
<u>10,575.00</u>	<u>8,451.50</u>	<u>0.00</u>	<u>0.00</u>	<u>-10,575.00</u>	<u>\$8,451.50</u>

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



BRIDGE REPLACEMENT PROJECT

Project Director Report
June 14, 2021

The following summarizes Bridge Replacement Project activities from May 15-June 11, 2021:

PROJECT MANAGEMENT UPDATE

- *Continuing to work with consultants, ODOT, FHWA to finalize technical documents for Sec. 106 consultation.*
- *Monitoring progress with consultants and Washington Joint Transportation Committee on bridge authority legislation*
- *Meetings with FHWA, BUILD and both DOTs on bi-monthly basis to ensure contracting process for project management, engineering and other contracts meet funding requirements of all three governments.*
- *Project Strategic Principals are being further developed to include measurable tasks and dates.*

GOVERNMENT AFFAIRS/LOBBYING UPDATE

- *Project did not receive congressional funding through the FastAct reauthorization. Rep. Bentz had declined to submit any projects, though Rep. Herrera-Beutler did. Staff continues to monitor Senate process. Hal Hiemstra will provide update during his federal legislative update.*
- *Legislative presentations complete in Oregon for 2022 session. Session ends June 27. Awaiting decision from Ways & Means Committee on \$5M Oregon contribution to Phase 2.*
- *Project Team will be begin working with Oregon legislative counsel in July on matching legislation.*
- *Work has started between the Washington Joint Transportation Committee legal counsel and Steve Siegel to begin writing bridge compact legislation.*
- *Port Commission will be considering lobbying contract renewals. The Port has spent \$200k+ annually on government affairs advocacy in Salem, Olympia and Washington DC. These expenditures are NOT reimbursable with grant or appropriation proceeds. The Port is always looking for assistance in cost sharing opportunities.*

FEIS/ROD CRITICAL PATH UPDATE

- *Land Use Chapter and Recreational Resource documents reviewed, edited and approved by Port Commission. 4(f) letters should be sent to Port of Hood River, Klickitat County and White Salmon in the next two weeks for concurrence.*
- *Consulting parties will then meet to discuss possible mitigation/avoidance solutions in late May/June.*

- *Biological Opinion from National Marine Fisheries (NMFS) still pending, tentative completion by end of June*
- *Project team presented to Umatilla Tribe joint cultural resources and fish and wildlife committee on June 8th.*
- *Project team has been invited to present to the Yakama Tribal Council in early July. Project Director will likely be attending meeting in Toppenish, Wash.*
- *Critical path memo attached.*

GOVERNANCE/BSWG UPDATE

BSWG Meeting scheduled for June 14th

- *Federal Legislative Update, Hal Hiemstra*
- *Governance Legislation Update, Steve Siegel*
- *Project Update, Kevin Greenwood*
- *Standing meeting time scheduled for 2nd Monday of month*
- *Preparing for new members July 1. Port of Hood River's John Everitt and Hood River County's Bob Benton will be retiring.*

May 19th BSWG Meeting Items of Note

- *Applause for Sen. King's \$5M appropriation for Phase 2 and \$50k for governance. King also noted that he's included a \$140M placeholder for Washington State's portion of bridge construction if and when a transportation plan is passed.*
- *Strategy Principles adopted by Port Commission. Objectives and measurable outcomes now being developed.*
- *Engineering selection process being reviewed by FHWA/DOTs*

FUNDING & FINANCING UPDATE

- *Port staff submitted answers to BUILD managers for contract development.*
- *Washington legislative funding available between July 1 – December 31. Port and County to discuss options for payment and work review. WSDOT to likely supervise.*
- *It is becoming a norm for the DOTs to be reimbursed for their staff time. For example, the Port will pay ODOT \$265k for their time reviewing the NEPA process (\$265k/\$5M=5.3%). The Project will need to take that into account as budgets are developed.*

MEETING SCHEDULE

- *Thorn Run Partners, June 1*
- *Klickitat County Transportation, June 2*
- *Michael Williams, WSDOT, June 3*
- *BUILD Meeting, June 3*
- *Matt Ransom, SWRTC, June 3*
- *Yakama Fisheries, June 4*
- *WSP Weekly Check In, June 7*
- *Umatilla Fisheries and F&W Committee, June 8*

- *Sec. 106 Cultural Resources, June 10*
- *WSP Weekly Check In, June 14*
- *BSWG Meeting, June 14*
- *Project Director on Paid Time Off, June 15-22*
- *NEPA Project Team, June 24*
- *Sec. 106 Cultural Resources, June 25*
- *WSP Weekly Check In, June 28*
- *Thorn Run Partners, June 29*
- *Wash. Leg. Governance Check In, June 30*

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MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Brian Carrico, WSP
SUBJECT: Status of Critical Path Activities and Projected Work through June 15th
DATE: June 10, 2021

CRITICAL PATH ACTIVITIES

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

1. ENDANGERED SPECIES ACT (ESA) COMPLIANCE

PROGRESS:

- No change in status from last update.

CHALLENGES:

- None.

SCHEDULE RISKS:

- **Moderate risk** associated with NOAA Fisheries for completing consultation on schedule. Not expected to impact overall schedule.

SCHEDULED COMPLETION DATE: 7/16/2021 (JUN MEMO)

- Adjusted schedule for additional time to have NOAA Fisheries issue the biological opinion based on ODOT check-in with NOAA.
- Successor task: Final EIS (final review draft)

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

- Prepared for Umatilla tribe's fish and wildlife committee and cultural resources commission meeting in June.
- Consulting Parties monthly meetings to restart on July 14. Preparing agenda and coordinating meeting.
- Finalizing Archaeological Testing Report and Survey Report for submittal to Oregon SHPO, Washington State DAHP and tribes in mid-June.

CHALLENGES:



- Consultation with tribes remains challenging; however, video conferencing is allowing discussions to occur and with increasing vaccination rates and lifting of restrictions consultation on project impacts and mitigation is occurring.
- Continued close coordination with DAHP is necessary to obtain concurrence on archaeological reports and the MOA.

SCHEDULE RISKS:

- **High risk:** Obtaining concurrence by the Oregon SHPO and Washington State DAHP are high risk items as there is much interest by these agencies and the tribes to accurately document archaeological resources and avoid or minimize impacts from the project.

SCHEDULED COMPLETION DATE: 11/18/2021 (JUN MEMO)

- Schedule updated based on established Consulting Parties meeting.
- Successor task: Final EIS (final review draft)

4. PUBLISH FINAL EIS/RECORD OF DECISION

PROGRESS:

- Continued work on Final EIS and Record of Decision.
- Continued coordination with Port on 4(f) resources and land use impacts including evaluation of National Trails for 4(f);
- Section 4(f) letters submitted to ODOT for distribution to owners with jurisdiction.

CHALLENGES:

- None.

SCHEDULE RISKS:

- Section 106 compliance is the critical path for completing the FEIS/ROD.

SCHEDULED COMPLETION DATE: 12/22/2021 (JUN MEMO)

- Three week delay to account for adjustment associated with the MOA Consulting Parties meeting in July.
- Successor tasks: Close out EIS project.



PROJECTED WORK FOR NEXT 30 DAYS

The following work is projected to occur from June 15 through July 15.

TASK 1. PROJECT MANAGEMENT

- Coordination with Port, Consultant Team and other agencies
- Invoice for June activities
- Update schedule and critical path status
- Contract modification for schedule and geotechnical investigation

TASK 2. PUBLIC INVOLVEMENT

- Prepare monthly update for July issue.

TASK 5. ENVIRONMENTAL

- Continued coordination with FHWA and ODOT to complete FEIS/ROD.
- Incorporate additional technical updates as information from the ESA consultation, Section 106 process, and Section 4(f) process.
- Coordinate with Port on ongoing outreach to tribal fishers.
- Prepare for and attend Yakama Tribal Council Meeting.

TASK 6. ENGINEERING

- Support the Final EIS production by addressing Requests for Information regarding design.
- Coordination in preparation for geotechnical investigation work.

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EIS UPDATE

BRIDGE REPLACEMENT PROJECT

In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction.

NEPA Activities:

- Continued work on the Final EIS/Record of Decision and responses to public comments received on the Supplemental Draft EIS. Completion of Final EIS/Record of Decision expected by Fall 2021.
- Cultural resources survey and archaeological testing reports provided to Oregon State Historic Preservation Office (SHPO), Washington State Department of Archaeological and Historic Preservation (DAHP) concurrence on effects.
- Continued discussions with the SHPO, DAHP, and other parties and tribes to identify potential mitigation measures for removal of the existing bridge.
- Continue consultation with Native American tribes on cultural resources, access to the Columbia River, fishing activities, treaty rights, and other interests.

Other Activities:

- Ongoing consultation with the U.S. Department of Transportation to establish agreements for use of Phase 2 funds from the BUILD program.
- Governance legislation currently being researched and reviewed for the formation of a new bi-state bridge authority. The Washington Legislature appropriated \$50,000 to analyze and make recommendations on this topic.
- Federal request through the FAST Act reauthorization was unsuccessful. Team continues to monitor federal infrastructure funding opportunities.
- Team members are currently meeting with members of the Oregon legislature Joint Committee on Ways and Means to advocate for Phase 2 matching funds. Session ends later this June.
- Port has completed Land Use and Recreational Resource impact review for the NEPA process.
- Bi-State Working Group reviewed governance legislation and received an update on federal legislative efforts.
- Draft proposal documents for next phase of engineering shared with Federal Highways and state DOTs for concurrence.

JULY 2021 UPDATE



How would bridge replacement benefit the Columbia River Gorge communities?

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

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

WE ARE HERE ▼

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

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

PROJECT CONTACT

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

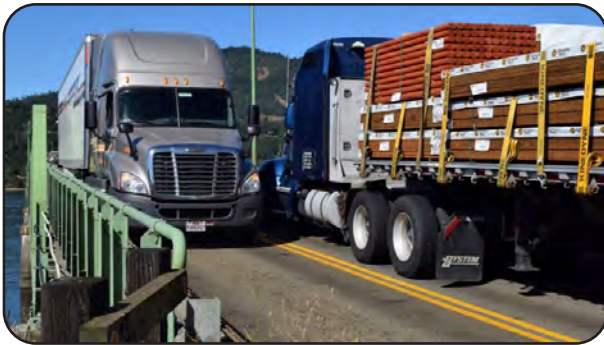
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HOOD RIVER-WHITE SALMON INTERSTATE REPLACEMENT BRIDGE

Phase 2: Project Development Funding Request

Project Need

The Hood River-White Salmon Interstate Bridge is a critical link in the Mid-Columbia Gorge region that enables workers, emergency responders, tourists, agricultural products, and other goods and services to travel across the Columbia River between Oregon and Washington. The toll bridge is nearing the end of its serviceable life; it is functionally obsolete, weight-restricted, seismically deficient, and a hazard for maritime freight on the Columbia River. A bi-state effort is underway to develop a new Replacement Bridge. The Replacement Bridge will be tolled; and toll revenues will be the primary source of construction funding. However, unless construction on a new “Replacement Bridge” connecting White Salmon and Hood River is underway by 2026, these toll revenues will have to instead be spent on an expensive rehabilitation (\$50M in the next 15 years) of the existing bridge to provide for its continued safe operation. To this end, the Port of Hood River asks the Oregon Legislature for \$5 million to match Washington, federal and local funds for Phase 2 of the Replacement Bridge Project.



Narrow lanes and lack of shoulder constrain freight, transit, and emergency response vehicles.

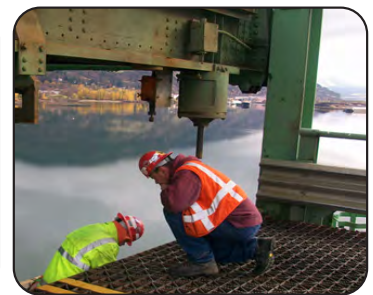


Navigational clearance on the federal waterway is at least 200' less than the minimum recommended width.

Project Status

The 2017 Oregon Legislature approved \$5 million in Phase 1 project funding. Phase 1 includes environmental studies required to satisfy the National Environmental Protection Act (NEPA). Federal Highway Administration (FHWA) approval of a Supplemental Draft Environmental Impact Statement is expected soon, and a Final EIS is anticipated by Fall 2021.

Klickitat County and the Washington cities of Bingen and White Salmon have partnered with the City of Hood River, Hood River County, and the Port of Hood River to create a “Bi-State Working Group” (BSWG) to move the Replacement Bridge Project forward with bi-state cooperation and coordination.



The Hood River-White Salmon Bridge Replacement Project has been the first priority of the Comprehensive Economic Development Strategy for the Mid-Columbia Economic Development District for many years. The project enjoys significant citizen engagement and support on both sides of the river.

Phase 2 – Project Development

Project Development (Phase 2) will start July 2021, and will cost \$16.25 million. Completion of Phase 2 will allow the project to move to construction. Activities to be funded include:

- The engineering work will be advanced to 30% design, providing significantly more reliable cost estimates and construction schedules.
- Level 2 traffic and toll revenue study will be prepared, allowing more reliable estimates of the bonding capacity of the net toll revenues.
- Continued environmental mitigation and permitting.
- Bi-state bridge authority establishment and implementation.
- Development of preliminary financial plans.
- Assessment of project delivery options.



Conceptual design illustration showing the new bike/pedestrian lane, separated from vehicle traffic, with viewpoint area and benches. View north, Washington shore in the distance.

Phase 2 Funding Sources

- Federal Department of Transportation: Federal BUILD grant - \$5 million (secured September 2020)
- Port of Hood River: \$1.25 million (committed September 2020)
- State of Washington: \$5 million (secured in 2021 Washington state transportation budget)
- State of Oregon: \$5 million (requested 2021)



Conceptual design of replacement bridge as viewed from the Washington shore.



DRAFT AGENDA

Bi-State Bridge Replacement Working Group Video Meeting
June 14, 2021 / 2:00-3:30p (1-1/2 hours)
Video Conference Zoom Credentials Sent via Email

Members: Betty Barnes (Mayor), City of Bingen; John Everitt (President), Port of Hood River; Marla Keethler (Mayor), City of White Salmon; Kate McBride (Mayor), City of Hood River; Bob Benton (Commissioner), Hood River County; Jake Anderson (Commissioner), Klickitat County

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

Staff/Consultants: Kevin Greenwood (Project Director), Port of Hood River; Michael McElwee (Executive Director), Port of Hood River; Steve Siegel, Financial and Governance Consultant; Hal Hiemstra, Summit Strategies. Invited: Gordon Kelsey (Public Works), Klickitat County

- | | | |
|----|---|------|
| 1. | Welcome | 2:00 |
| 2. | Federal Legislative Update – Hal Hiemstra | 2:05 |
| 3. | Governance Update – Steve Siegel | 2:20 |
| 4. | Project Elements Update – Kevin Greenwood | 2:50 |
| 5. | Other Items | 3:20 |
| 6. | Adjourn | 3:30 |

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MEMO

Prepared by: Kevin Greenwood
Date: June 22, 2021
Re: Governance Update

Steve Siegel has been contracted by the Port of Hood River to work with the Bi State Work Group (BSWG) to research, write, edit and advise on Bi State Bridge Compact/Authority legislation with both Oregon and Washington. Siegel has experience on Bi State Bridge Authorities as a consultant on the I-5 bridge effort almost ten years ago.

After a few months of researching state laws, Siegel is currently drafting legislation that will be shared with both state legislatures. \$50k was appropriated to Wash. legislative staff (Joint Transportation Committee-JTC) to hire legal staff to report on formation legislation.

(2) \$50,000 of the motor vehicle account—state appropriation is or the joint transportation committee to contract for a legal consultant to analyze and recommend options for the formation of a bistate bridge authority for the purpose of constructing, financing, operating and maintaining a new replacement bridge over the Columbia River near Hood River connecting Klickitat county in Washington to Hood River county in Oregon. The consultant may confer with the Hood River Bistate Working Group to understand the work and analysis that has been completed.

The Washington interlocal cooperation act, chapter 39.34 RCW, authorizes public agencies to contract with other public agencies via interlocal agreements that enable cooperation among the agencies to perform governmental activities and deliver public services, including agreements with public entities in other states. Such interstate agreements are deemed interstate compacts.

The legal analysis must identify and recommend alternative and/or additional statutory authority that would be necessary to allow for the formation of a local government bistate bridge authority or governance structure for the Hood River Bridge replacement that at a minimum may:

- (a) Issue bonds for bridge construction;**
- (b) Collect tolls; and**
- (c) Secure and administer state or federal grants and loans. The legal analysis must be presented to the transportation committees of the legislature by September 30, 2021.**

Siegel is planning on having an internal draft ready for members of the BSWG’s legal team to review June 25th. Comments from legal teams should be returned to Siegel by July 9. Please alert your legal counsel that this draft is coming. If project staff is needed to provide any additional support or information to your counsel, please let us know.

A revised draft will be reviewed with the BSWG at the July 12th meeting.

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Draft Compact:
Schedule and Issues

Bi-State Working Group

June 14, 2021

Long-Term Governance Strategy from MOU

- BSWG will seek to establish an independent Bi-State Authority for the long-term governance ... of the Replacement Bridge.
- BSWG will prepare and propose bi-state legislation establishing the Bi-State Authority during the 2022 or 2023 legislative sessions; Bi-State Authority operational no later than FY2024.
- Prior to proposing legislation to Oregon and Washington legislatures, BSWG will seek supporting resolutions from the governing bodies represented on BSWG.

“Compact” creates the “Commission”

- The Draft 1 Compact will be available for your review by end of June
- The Compact is proposed legislation to be enacted by both states that would establish the XYZ Bridge Commission (“Commission”)
- The Commission is an independent, bi-state government with the purpose, powers, and duties set in Compact
- Commission owns, builds, funds, operates, maintains new bridge
- This is very much akin to creating a special district, except it covers both states

Principles underlying Compact

- Provide for bi-state decision-making on all aspects of bridge
- Provide sufficient authority to efficiently build, operate, maintain, and finance new bridge
- Provide for transparency and clarity
- Facilitate investment-grade credit rating (level of autonomy of Commission)
- Shield local/state governments from obligations and liability (e.g. repayment of debt) of Commission
- Reconcile applicable which state laws apply to Commission

Implementation Schedule for the Commission

- Pre-2022 Session Draft of Compact by September 2021
- Seek bi-state approval during 2022 Legislative Sessions
- If approved, Board appointments by December 2022
- Commission Start-up during January 2023 – June 2023
- Commission fully operational as of July 2023

Legislative Coordination: Pre-2022 Session

- **Washington:** JTC sponsored legal analysis to recommend statutory authority to form a local government bistate bridge authority or governance structure. Present results to JTC by September 30, 2021.
 - JTC Consultants considering whether a “compact” or some other form is preferred (i.e., changes to interlocal/intergovernmental agreement statutes, special district, etc.)
 - The form of the legislation is not a concern, provided the legislation accomplishes the objectives required for success of project
- **Oregon:** Following adjournment of 2021 session, legislative counsel to draft bill for 2022 pre-session filing based on BSWG proposal. Target mid-September completion

Multi-Party Review of Compact, Coordinated through BSWG

- **Local Staff/Consultant/Attorney Review**
 - POHR General Counsel and Bond Counsel
 - OR and WA lobbyists for Project
 - Seek review by city/county counsels; hopefully at least one from each state
- **Legislative Attorney Review**
 - Pacifica Law Group (Seattle firm) will review for WA JTC
 - Uncertain of process for OR legislative counsel review
- **DOT Review (possibly includes a DOJ review)**
 - ODOT
 - WSDOT
- **BSWG Review**
 - Focus on policy, governance, administrative, and political issues

Schedule for Review of Draft of Compact

Release Draft 1 for Review	25-Jun
BSWG Meeting: Discuss Draft 1 Issues	12-Jul
Draft 1 Reviews Due	16-Jul
Release Draft 2	26-Jul
BSWG Meeting: Discuss Draft 2	9-Aug
Draft 2 Reviews Due	13-Aug
Release Draft 3	25-Aug
Draft 3 Reviews Due	6-Sep
Release BSWG Approval Draft	9-Sep
BSWG Meeting: Approve pre-session draft	13-Sep

Discussion Issues

Board Composition

- **MOU**
 - 3 Directors (and Alternates) appointed by each County (nominations from each City and POHR); each governor appoints 1 Director; and each Joint Transportation Committee appoints 1 Director.
- **Issues with MOU**
 - Need further coordination with states before recommending state role
 - Allows for appoints of sitting City/County board members.
- **Recommendation**
 - Prohibit appointments of sitting City/County board members.
 - Address state role in appointing board following coordination with states

Board Procedures

- **Quorum:** Six Directors, at least two from each state
- **Board Approvals:** Majority of Directors voting and at least one Director from each state vote in favor
- **Term of Chair:** Two years
- **Removal of Chair:** At least six Directors must approve removal

Organization of Commission

- Board required to hire or contract for and Executive Director and Legal Counsel
- Board has power to hire or contract for all other services or activities, as it determines
- Allows Commission to enter agreements with DOTs, counties, cities, and POHR for any of its general governance functions or bridge functions

Powers of Commission

- Anything necessary of incidental to owning, designing, constructing, financing, operating, maintaining, the replacement bridge
- Can borrow for any purpose of the Commission, without consent from voters or other governments, provided payable solely from receipts of the Commission
- Except as would apply to a city, the activities, revenues, and property of the Commission not subject to state or local taxation
- Cannot levy taxes

Which Laws Apply to Commission?

- All Federal laws
- The Compact (which, when enacted, is state law in OR and WA).
 - If there is a conflict between the Compact and an otherwise applicable state law, the Compact controls
- Other Applicable State Laws
 - For most matters, the applicable state law is that of the state where the principal headquarters office of Commission is initially located, and do not change if the principal headquarters office is later relocated.
 - Actions that are location-specific (e.g.; condemnation, land use, building code, etc.) are governed by the law of the state where the action is located.
- P3 authority for Commission is same as for POHR under OR law

Questions?

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Commission Memo



Prepared by: Genevieve Scholl
Date: June 22, 2021
Re: Strategic Business Final Draft Review

The final text draft of the 2021-2026 Strategic Business Plan is attached for Commission review and discussion. Graphic design and layout work has begun, and sample pages are also provided to illustrate the overall style guide for the final publication. Commission approval of the Plan text is an action item for tonight's meeting.

This effort began in 2019, a much longer than typical timeline for development of such a plan. The COVID pandemic response prompted an eight month pause in the process starting in March 2020, and a couple of course corrections since then as well. But, as described in the Plan text, *"... the Port Commission, staff, and stakeholders have, in the last two years, done a lot of work on priority issues within each service area of the Port. It is better to use the Plan to consolidate and integrate that work than to work from new data to come to new conclusions about priorities."* Through multiple special work sessions, public outreach activities, committee meetings, and regular session discussions of the Commission, important strategic planning decisions have been made, Commission direction has been provided, and all of that has been recorded in this draft Plan and its appendices.

At the May 18 meeting, the Commission reviewed the Plan outline and a summary memo from consultant Terry Moore on the thinking behind the development process and Plan structure, particularly in the way the Plan characterizes the Port's six service areas, and the central concern of bridge replacement and how it relates to all other areas of operation. Commission consensus was to move forward with those recommendations toward a final draft review before the end of the fiscal year.

Commission review of the Plan text, especially of the proposed capital projects for each individual service area is requested, and staff hopes to record all Commission recommended edits or changes to the document during the discussion. Approval of the final text (as amended) is an action item on tonight's agenda.

RECOMMENDATION: Discussion.

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Port of Hood River

2021 – 2026 Strategic Business Plan

Acknowledgments

This plan was developed by Port of Hood River staff with assistance by consultants as directed by the Port of Hood River Commission. For more information about the Port of Hood River, visit www.portofhoodriver.com.

Port of Hood River

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Port Legal Counsel

Jerry Jaques

Anna Cavalieri

Special Thanks to

Citizens of the Port District, Port of Hood River employees, City of Hood River, Hood River County, Pageworks Design, EnviroIssues, Good Next Steps, Business Oregon Port Planning and Marketing Fund.

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Appendix AA Funding Options for Bridge Replacement, May 2021

Summary

This 2021-2026 Strategic Business Plan provides an update to the Port of Hood River's prior plan, published in 2014 (see Appendix E). The Strategic Business Plan serves as the primary strategy document for the Port Commission, staff, and Port constituents to guide operations, projects, and practices for the next five years. Since the Port provides several diverse services and facilities to residents and visitors to the Port District, the Port hopes to make the contents of the Plan accessible to different audiences with different areas of interest or need for detail.

- This summary (x pages) focuses on the key actions (construction, maintenance, programs, regulations) the Port intends to take over the next five years regarding the facilities and services.
- The Plan document (y pages) gives more information about why and how the Port created the Plan, why and how the Port is pursuing its selected goals with certain actions, and the schedule and cost for implementing improvements.
- The Plan document has 27 Appendices (z pages) that contain the background information and analysis that support its recommendations. Those documents and more are available at website portofhoodriver.com/StrategicBusinessPlan.

The Port Commissioners hosted several planning workshops, conducted public meetings, and solicited public input via paper and online surveys while they developed this Plan. The discussions held throughout this process led to several overarching agreements, including:

- The replacement of the Hood River–White Salmon Interstate Bridge is a central concern to all areas of Port service delivery. The Bridge is the dominant Port facility; it affects most people in the Port district; it is functionally obsolescent and must be replaced; it is the Port's responsibility to support the efforts to find funding for bridge replacement and assist in all reasonable efforts to replace the bridge by removing barriers to success in all potential pathways forward. The Port is not expected to own the future bridge. However, without the ongoing Port efforts in support of the project, replacement is likely to be greatly delayed.
- Replacement of the bridge will require that future bridge tolls be used for repayment of construction debt, so they will no longer be available to support other Port facilities and services. Thus, establishing financial self-sustainability in all non-bridge arenas of Port operations, is an overarching concern.
- The bridge and funding issues notwithstanding, the Port will strive to provide the facilities and services it now provides at equal or higher levels of service in the future. The Port will look for additional funding sources and operational efficiencies before making decisions to reduce or eliminate services.

The table below provides a summary of the key projects planned for each service area during the years of 2021-2026. Each is expected to be carried out if assumed financing sources are available.

Project	Cost	Year	Funding	Priority
Interstate Bridge - Existing				
• Complete Bearing Repair	\$50,000	2021	POHR	1
• Pave Approach Ramps	\$500,000	2021	POHR	1
• Weight Limit Structural Upgrades	\$1,000,000	2022	POHR	1
• Replace Rack Pinion Shafts/Couplings	\$250,000	2023	POHR	2
Interstate Bridge – Replacement				
• Complete EIS/ROD	\$200,000	2021	ODOT	1
• Complete 30% Preliminary Engineering	\$12,000,000	2023	Grants/POHR	1
• Approve Bi-State Compact Legislation	\$200,000	2022	POHR	1
• Identify Project Delivery Approach	\$500,000	2023	POHR	2
Industrial Infrastructure				
• Fill Wetland @ Lower Mill	\$350,000	2022	POHR	1
• Construct E. Anchor Way	\$1,500,000	2022	Grants/POHR	1
Industrial/Commercial Buildings				
• Remodel Port Bldg./Expand Interior Space	\$125,000	2022	POHR	1
• Replace Jensen Bldg. Roof	\$1,000,000	2023	POHR	1
• Replace Jensen Bldg. N. Side Windows	\$100,000	2023	POHR	2
Property Development				
• Re-develop Barman Property	\$100,000	2023	POHR/Private	1
• Lower Mill Industrial Building (25-30k s.f.)	\$5,000,000	2024	POHR	2
• Acquire Industrial Property	\$5,000,000	2025	POHR	2
Airport				
• Purchase/Install AV Gas Tank	\$225,000	2021	POHR	1
• Construct Commercial Hangar	\$3,500,000	2022	POHR/Grant	1
• New Tie-Down Paving	\$200,000	2023	POHR/FAA	2
• Taxi-Way Hangars Paving Ph. I	\$250,000	2025	FAA/POHR	2
Marina				
• Construct Ramp Boarding Floats	\$350,000	2022	POHR/OSMB	1
• Restore/Expand South Basin Dock	\$600,000	2024	POHR	3
• Construct Dinghy launch Ramp & Dock	\$550,000	2025	POHR	3
• Rehabilitate Existing Docks	\$400,000	2026	POHR	2
Waterfront Recreation				
• Install Interpretive Signage	\$50,000	2021	POHR	1
• Construct New Rigging Areas at Hook	\$40,000	2021	Grant	2
• Replace Ped. Bridge Deck	\$30,000	2022	POHR	1
• Install Ped. Bridge Lighting	\$45,000	2022	POHR	2
• Pave Nichols Dock Parking Lot	\$100,000	2022	POHR	2
• Replace Trees @ Nichols Park	\$15,000	2022	POHR	1
• Re-Pave Marina Park Access Road	\$800,000	2024	POHR	2

I Overview

I.1 About the Port of Hood River

The Port of Hood River is a public agency that provides five main services to people in the Hood River area (Bridge, Marina, Airport, Recreation, Property Development). Port owned and operated facilities provide the following services to the region:

- Transportation: (The Hood River Interstate Bridge, Port-owned roads, parking facilities, and transit centers)
- Air Service: (The Ken Jernstedt Airfield)
- Recreation & Tourism: Hood River Waterfront Recreation sites, the Waterfront Trail, the Hood River Marina, Port Marina Park.
- Industrial and Economic Development: The Waterfront Business Park, the Lower Mill Industrial Redevelopment site, and all other Port-owned commercial and industrial buildings and developable lands.

The Port District extends south from the Columbia River through the Hood River Valley. It covers about half of Hood River County, including the City of Hood River and the unincorporated towns of Odell and Parkdale. (Appendix A: map of the Port District).

The Port of Hood River was incorporated in 1933 to facilitate industrial development. As the Hood River area has grown, so has the number and importance of the Port's facilities and services. Its role in the local economy significantly expanded in 1950 with the purchase of the Hood River–White Salmon Interstate Bridge, and the responsibilities and revenues that accompanied that purchase. Later, the Port developed the Hood River waterfront with fill projects throughout the 1960's and 70's. The Port acquired the airport in 1976 and has acquired and renovated several commercial buildings since the 1980s. In the 1990's the Port developed a business park in Odell and expanded industrial, commercial, and recreation facilities along the waterfront beginning in the early 2000's – work that continues today.

For more history, see Appendix B.

For more information about the Port's activities and facilities, see Appendix C.

For more information about its organizational structure, see Appendix D.

I.2 About This Plan

1.2.1 Purpose

Every person, and every organization, should dedicate some time to thinking about how to improve its conditions. Call that effort "planning." The effort is undertaken based on a commonly shared belief that, though the future is uncertain, things can be done to affect the future in ways that will make conditions better for a person, a family, a business, a community.

Too much time spent thinking about the future can leave pressing tasks undone; while spending too little time can cause foreseeable and correctable problems to become crises. Along any pathway, one should occasionally look at the compass and a distant landmark to check on general progress toward a desired destination, but current and pressing needs usually demand the majority of one's attention.

The Port Commission, and its managers, have made it a practice to do this type of thinking, periodically looking up from day-to-day operations and the pressing demands of the people that use its facilities to ask, "Are we delivering the right type and level of facilities and services, and what can we do to deliver them in a better way?" That look up is called strategic planning, and this document is the Port of Hood River's Strategic Business Plan (the Plan).

1.2.2 Contents

The Port has a history of strategic planning. It prepared a thorough plan in 2014 (the 2014 Plan) which replaced a prior Plan developed in 2006. The Port organized the 2014 Plan to comply with the state of Oregon's template for strategic plans for its ports, which recommended an organization typical of most strategic plans: (1) What the Port's goals? (2) What conditions now and in the future provide opportunities or challenges for meeting those goals? and (3) What strategies / actions are priorities for pursuing those goals?

The Port began this Plan update in Fall 2019. Staff and Commissioners recognized that much of the information in 2014 Plan remains relevant today and needed little updating. The Commission made decisions to compress those parts of the planning process and the report that would mainly simply repeat work previously completed. Then, in March 2021, the COVID-19 pandemic required further adjustments to schedule: the strategic planning process was postponed for nearly a year while the Port addressed several urgent issues related to COVID and to key facilities.

The Port staff and Commissioners recognized that the Port (1) had much work already done that did not have to be repeated in a new strategic plan, and (2) had many urgent issues that the staff and Commission had already evaluated and decided needed their attention. That raised important questions: What is the most efficient yet diligent path for completing the Plan update? Can the Port do anything to enable development of a usable document more quickly so staff and Commissioners can turn sooner from planning the work to doing it?

Appendix F answers those questions with an assessment done by an independent consultant specializing in strategic planning. In summary, the assessment found:

- There are several good reasons for the Port to complete its Plan update.
- There are several things the Port can do to reduce the time it takes to complete that update, without significantly diminishing the usefulness of the Plan. A shorter Plan document, with details in supporting appendices, is probably more useful for users of the Plan than a longer document with more detail.

This Plan's structure follows recommendations in that assessment, which were largely identical and consistent with the structure approved by the Commission in Fall 2019. The overarching recommendation is to focus on actions in the Plan and provide links to other documents that show how those decisions were made. The rest of this Plan continues to provide links to the appendices, all of which are available on the Port's website.

I.2.3 Process

The Port began its process to update the Plan in Fall 2019. In November 2019, the Commission met in a work session to review and discuss (1) a proposed scope of work for developing the Plan, (2) a proposed outline for the final Plan, (3) factors that might affect the Hood River area and the Port over the next 10 years, and (4) the implications those factors for the Port's vision, mission, and activities.

In December of that year the Commission approved a process for public engagement and receipt of public comment. The Port held a public open house, distributed paper and online surveys, and tabulated survey results in February 2020. The Commission had just received the full survey report when the pandemic arrived in the Gorge in March 2020.

By April, the demands of COVID led the staff and Commission to set aside programmed tasks on the development schedule for the update to the Plan. In November of 2020, the Commission returned to the effort, assessed its options and created a modified work plan and schedule for the development of the Plan. The Commission received a draft of the Plan in May 2021. After public review and comment, the Commission unanimously adopted the Plan in June 2021.

See Appendix G for more information about how the Port communicated with the public during the development of this Plan.

2 Situation Assessment

The Port concurs with the consensus in the professional literature on the central role of evidence to decision making in a strategic plan—or for any policy decision. Standard practice in strategic planning is to start with an evaluation of conditions: past, present, and potential conditions of the future. Those conditions may support an organization’s goals and activities, or they may be obstacles to them. They may be internal to the organization, and thus things it can change, or external to the organization, and thus things it can only respond to. They may be conditions that relate broadly to forces that are social or demographic; economic; environmental; technological; or political (public policy). And each of those categories could have several force categories of their own, all acting upon a community or an organization in an individual way. The analysis gets complicated.

However, as the evidence ultimately gets structured and presented, its purpose is to describe an organization’s situation: the big forces (drivers of change) that will affect (positively or negatively) an organization’s ability to achieve its goals, vision, and mission, subject to its values. An assessment of that situation is the part of the strategic plan called the Situation Assessment.

A common way for an organization to present that assessment is as a “S.W.O.T.” analysis (for its internal Strengths and Weaknesses in delivering services, and external Opportunities and Threats it faces as it tries to do so. The presumption is that information and discussion about those factors will help the organization identify and prioritize areas for improvement and action.

The Port did a SWOT analysis as part of its 2014 Plan. Here is a summary of its conclusions:

Strengths

Attractive quality of life in town and region
National "brand" of Hood River
Strength of local economy
History of sound management
Solid financial footing
Good relationships with City, County, Business
Commitment to community engagement
Proximity to Portland

Opportunities

Growing high tech/entrepreneurial cluster
Greater involvement in Upper Hood River Valley
Bicycle tourism associated with Scenic Highway
Collaboration with local businesses
Lot 1 / Nichols Basin
Expo Center Site

Weaknesses

Diminishing supply of buildable lands

Limited tax base

Heavy reliance on bridge income

Cost of maintaining existing infrastructure

Limited engagement on local economic issues

Workforce housing costs

Education/workforce training limitations

Lack of access to federal funding

Threats

Bridge accident or failure

Opposition to waterfront development

Impact of future debris flow

Limited land supply

Cost of new infrastructure

Accidents on Port property

Reduction in FAA funding

Environmental issues (e.g. E-Coli)

A lot of work was done and reported in the 2014 Plan to arrive at these conclusions. Many things that were true in 2014 remain true today. Every strength listed is still a strength of the Port. Most of the weaknesses and threats are still there, though some manifest themselves differently. The economic uncertainties resulting from the COVID pandemic are certainly something that is new but will remain difficult to characterize – and plan for – for some time. Some of the opportunities listed in 2014 have been pursued, some remain, others now exist.

The Commission discussed drivers of change at its work session in November 2019. The Commission generated a list of topics for staff to consider as it conducted its situation assessment for the Plan update, but was clear that its list was preliminary, almost certainly incomplete, and a starting point for other staff analysis. Staff scheduled work to begin that analysis in the first quarter of 2021. As noted, that intention had to give way to the demands on staff and Commission time created by COVID response and later, recovery. As staff returned to the Plan in November 2020, they started with an evaluation of the best way to finish that Plan so that it could be a practical guide for future action and avoid unproductive time on research and writing. The key conclusions were as follows:

- An extensive Plan, or a new or extensive situation assessment amid the constant change presented by COVID response and recovery efforts, would cost more than the additional value it delivered. The Port does not have significant problems in areas that are commonly problems for other jurisdictions such as the lack of clarity or agreement on Vision, Mission, and Values; or lack of focus or agreement on biggest priorities; lack of long-run financial planning; poor decision-making process that confuses policy and budget decisions; inefficient communication and relationships between and among policymakers and staff; or poor quality of information about key factors affecting outcomes. In other words, though there is always room for improvement, the Port is a well-managed organization that does not have significant internal weaknesses that need attention.
- Similarly, many of the external opportunities and threats are unchanged. No reasonable amount of research into regional demographics, the regional economy, technology advances, or environmental

issues will change the Port's clearly stated priorities to continue work on (1) the multiple aspects of securing approval and funding for a replacement bridge, and (2) maintaining and improving service levels in other Port service areas of transportation, recreation, aviation, and economic development.

- Moreover, the Port Commission, staff, and stakeholders have, in the last two years, done a lot of work on priority issues within each service area of the Port. It is better to use the Plan to consolidate and integrate that work than to work from new data to come to new conclusions about priorities.
- Among the many lessons of COVID: the future is uncertain; past trends are no assurance of future conditions. ***A better strategy than predicting specific conditions and developing a Plan to optimize on that set of conditions is to consider a range of possibilities, monitor conditions, and have the institutional procedures that facilitate timely course correction.***

Key Assumptions

In that context, here are this Plan's assumptions about key conditions:

- **Bridge replacement is a central concern of all Port service delivery.** The bridge is the dominant Port facility; it affects most people in the Port district; it is functionally obsolete and must be replaced; it is the Port's role at this time to manage and find funding for a long-term to get approval and funding for a replacement bridge (without the Port efforts, replacement is likely to be many years farther out) while anticipating conveying the project to another entity at some point, and finally, bridge replacement means that bridge tolls will no longer be available to support other Port services.
- Demographic and economic conditions. The Hood River region has fundamentals that strongly suggest it will grow at least as fast, and probably faster, than the national economy, on average. COVID largely halted, or paused growth in the Hood River region, but as the national economy recovers so will the region. Like other recreation destination areas, and especially because of its strong agricultural, manufacturing, and technology-based economy, the population the Port serves will continue to be diverse in terms of ethnicity, income, and use of Port facilities. Moreover, diversity, inclusion, and equity are increasingly important parts of community planning and discourse nationally. The Port can anticipate constituent pressure to do more for the underserved, and pressure to do more for businesses that drive economic development.
- Housing costs will continue to increase because of increasing demand throughout the Columbia Gorge region, increasing cost of materials, and constraints on land supply and building type. That effect will have ripple effects on labor supply, economic development, distribution of households by location, the need to develop new and diverse recreation facilities, and property tax revenues. The Commission, along with every local government and economic development entity in the Gorge will need to make decisions about property development and management that provides opportunities for industrial and commercial development while also supporting regional efforts to address affordable housing. Historically, the region has relied on the Port for maintaining a supply of industrial land.
- There are no technological trends that suggest that the demand for Port services, or the way it delivers them, will change significantly in ways that would change the Port's priorities. For example, electronic tolling might improve, and state and federal transportation authorities might look more favorably on the bridge replacement, but that will not change the fact that the Port has a huge amount

of work to do to make the replacement happen, and that a significant part of its staff effort will go in that direction. With the 2020 implementation of License Plate Recognition technology, tied to the Breezeby electronic tolling system, the Port of Hood River is already the most advanced tolling entity in the state.

- Each Port service area (Bridge, Marina, Airport, Recreation, Economic Development) has its own special issues. The Port is addressing these issues through the development, with the help of stakeholders, of service area plans and priorities. Those are discussed in Chapter 4 of this Plan.
- Internally, the Port organization is well managed. Modest efficiency gains are always possible and probably likely, but so are increases in the cost of materials, supplies, and labor. Two areas for possible prioritization in this planning period: (1) succession planning (the Port's good operation derives in large part from experienced senior management), and (2) diversity at all levels of staffing, boards, and public outreach.

3 Vision, Mission, Values

At a work session in November 2019, the Port Commissioners addressed:

- Vision: a statement of what the Port would to achieve, how it would like to operate, and how it would like to be viewed by the community.
- Mission: a simple, overarching statement of what the Port activities aim to achieve, consistent with the Vision.
- Values: as the Port strives for the vision by carrying out the mission, what will it consider and how will it behave? Values are principles that guide activities of the agency and the conduct of the Commission and staff.

The Commission concluded that the statements in the 2014 Plan addressing these topics still did a good job of capturing the Port's current intent. They allowed that the update process might suggest some amendments that they would consider, but that the language of the 2014 Plan was the place to start and may be sufficient without amendment.

Neither the public open house nor the public input survey (Feb 2021) revealed any strong opinions about changes to the Port's vision, mission, or values. In its creation of the draft Plan in Spring 2021, staff added language related to diversity that the Commissioners discussed and adopted in the final language that follows.

3.1 Vision

The Port works with the community to create an environment that promotes economic growth and vitality for all citizens. The Port establishes and maintains collaborative relationships with all stakeholders and promotes consensus to meet competing needs. It engages in prudent, cost-effective investments that achieve public objectives but maintain its long-term economic self-sufficiency. The Port is a high-performing organization - a model of best practices among special districts in Oregon - providing high quality services. The Port is efficient and careful with public resources to which it has been entrusted. The Port focuses its efforts on its district while collaborating with other entities in the Mid-Columbia region in recognition of the interdependence of communities in the area.

3.2 Mission

The Port of Hood River works to promote and maintain a healthy economy and strong quality of life in the Port District and throughout the Columbia Gorge.

3.3 Values

- Integrity - maintain a high level of professional standards
- Responsiveness - act in a timely way to all reasonable requests
- Transparency - ensure business is conducted openly, with public oversight
- Collaboration - actively participate with all stakeholders
- Stewardship - seek high standards of maintenance of the Port's assets and always consider the long-term public good

- Innovation - consider new approaches and best practices
- Quality - strive for excellence in all Port activities
- Diversity – be proactive, not reactive, in encouraging diversity at all levels of Port activity: Commission, staff, volunteer boards, and public engagement.

4 Service Areas and Actions

There are many ways the Port could have organized this Plan's actions: for example (1) by department, (2) by goal, (3) by geographic subarea, or (4) by the headings in the state's template for Port plans. Ultimately, the Port concluded that most interested parties (Commission, staff, user and stakeholder groups) and the public understand the Port in terms of its five service areas: Bridge, Airport, Marina, Recreation, Economic & Real Estate Development. These service areas (1) align well with goals, (2) are what the people the Port serves care about, (3) get staff thinking and working out of departmental silos, (4) match the way staff and Commissioners have been conducting Port business, (5) engage stakeholders and advocates that would like to see the Plan give their interest some attention, and (6) match the organization of Port activities shown on the Port's web site.

In addition to these five external-facing service areas, this Plan adds a sixth. It is an inclusive, internal-facing service area that is critical to the Port's success in the other five: Central Services (e.g., executive management, finance, human resources, information technology, communications, building and fleet maintenance, and so on).

In creating this Plan, the Port Commission reaffirmed that all six service areas are important, and ones it will continue to support over the life of this Plan. It also said, however, that one area is at the center of Port efforts over the next five years: the replacement of the Hood River-White Salmon Interstate Bridge (the Bridge).

Related to the central importance of the Bridge is the critical importance of funding: not only for a replacement bridge, but also for all other services that will lose their current funding from the revenue generated from tolls on the existing bridge. In the next few years, the Port's overarching strategy relating to funding is to (1) find new sources of revenue (consider all types: grants, loans, fees, and so on), and (2) find efficiencies to reduce the cost of service delivery. The intent is to at least maintain, if not improve, the current level of service in all service areas. In the longer run, if such efforts are not successful in getting revenue to match the cost of current levels of service, the Port will have to consider operational cuts: reducing the number or levels of services. This Plan goes as far as including in its actions some that monitor revenue and performance but does not include actions that aim at reducing its number or level of services.

Following are summaries of the Plan's proposed actions in the Port's six service areas. The Plan's focus is on actions, but it provides context for those actions by first giving some background on goals and recent Port activities. For most activities, the text is mainly a summary of recent and detailed Port efforts to address certain issues. For example, Bridge replacement has been addressed continuously and extensively by the Port for many years; and over the last year it has developed and adopted new strategies (mini strategic plans) for the Marina and the Airport. For other service areas, the material is assembled from several key documents.

The concepts of vision, goals, strategies, and action overlap: what is intended gets more specific as one moves from vision to actions. And within actions, some (perhaps many) relate to capital (construction) projects. For each service area below, the description of "Actions" includes all of these elements.

The capital plans for each service area make some reasonable estimates about potential funding, but not all funding for every listed improvement has been secured. Thus, ongoing work related to funding is a critical element that cuts across all service areas and is a key action in the area of Central Services.

Supporting documentation for all service area summaries is referenced as appendices and available on the Port web site at portofhoodriver.com.

4.1 Bridge and other highway transportation

Background

The Port owns, operates, and maintains the Hood River-White Salmon Interstate Bridge (the Bridge), which is its largest single capital asset. The Bridge is a facility critical to the quality of life and economic prosperity of households and businesses in the region. Moreover, the toll revenue from the Bridge is now sufficient not only to cover the Bridge’s operation and maintenance, but also to support other services the Port provides.

That situation is changing. The National Bridge Institute rates bridge condition on a scale of 0 (failing) to 9 (excellent): it rates this Bridge as 2 (Critical). The Port has been working for years on bridge replacement, and it continues to be the Port’s top priority: transportation convenience, safety, economic development, and the ability to fund most other Port services are all linked to a successful resolution of the problem of bridge replacement.

The Port has other transportation facilities. The largest is the Airfield, addressed below as a separate service area. Other highway transportation is primarily attached to the function of other services areas: for example, access to and parking at facilities like the Airfield, the Marina, and parks.

Actions

The Port’s actions are chosen, as they must be, to keep the existing Bridge operational and safe while simultaneously working to accomplish the technical and political work to get a replacement bridge designed, permitted, funded, and built.

Regarding the first priority—ongoing operation and maintenance of the existing Bridge—the Port has a detailed capital maintenance plan, which includes a funding plan for those capital investments. The summary of projects programmed for the next five years follows; see Appendix I for more details.

Interstate Bridge – Existing

Project	Cost	Year	Funding	Priority
• Complete Bearing Repair	\$50,000	2021	POHR	1
• Pave Approach Ramps	\$500,000	2021	POHR	1
• Weight Limit Structural Upgrades	\$1,000,000	2022	POHR	1
• Construct Retaining Wall @ S. Abutment	\$50,000	2022	POHR	2
• Replace Rack Pinion Shafts/Couplings	\$250,000	2023	POHR	2
• Pier Cap Concrete Rehabilitation	\$400,000	2024	POHR	2
• Replace Guard Rail/Rub Rail	\$750,000	2025	POHR	2
• Install Weigh-in-Motion System	\$600,000	2026	POHR	3
	Cost	Year	Funding	Priority

Regarding Bridge replacement, the Commission is clear about the priority and the challenges, and its goals / strategies for addressing them. This Plan documents the intention of the Port Commission and staff pursue the following goals with the following actions:

Regarding Bridge replacement, the Commission is clear about the priority and the challenges, and its goals / strategies for addressing them. This Plan documents the intention of the Port Commission and staff pursue the following goals (1 – 7) with the following actions (B-1 to B-):

1. Facilitate bi-state collaboration
 - B-1 Maintain & increase collaboration
 - B-2 Complete Bridge Authority feasibility study
 - B-3 Increase understanding alternative project delivery models including P3
 - B-4 Establish BSBA legislation review process
 - B-5 Advocacy for continue project funding in state capitols
2. Increase community awareness and support
 - B-6 Post-NEPA phase public information campaign
 - B-7 Phase II public involvement strategy
 - B-8 Formation of Project Advisory Committees (Technical, Strategic, Public Involvement)
3. Elevate state and federal delegation awareness and support
 - B-9 BSBA Study authorization in OR and WA
 - B-10 1:1 meetings with Transportation and Ways & Means Committee members
 - B-11 Obtain \$5 million from OR in 2021
 - B-12 Obtain \$5 million from WA in 2021
 - B-13 Monitor additional federal transportation grants or earmarks
 - B-14 Lobby for increase in USDOT TIFIA project amounts
 - B-15 Federal grant opportunities (INFRA, BUILD)
 - B-16 Federal infrastructure legislation
 - B-17 Federal loan/bond programs (TIFIA, USDA)
 - B-18 P3 project delivery options evaluation
4. Demonstrate project readiness
 - B-19 Finish FEIS and ROD
 - B-20 Complete Geotechnical analysis
 - B-21 Hire project engineer to complete 15-30% engineering
 - B-22 Prepare preliminary cost estimates
 - B-23 Obtain OR & WA legislative support for Bi-State Bridge Authority
 - B-24 Identify needed statutory changes in WA
5. Assemble a highly experienced project team

- B-25 Add members for Phase II efforts (Project Engineering Firm, Owner’s Representative)
- 6. Prepare to transition project leadership from the Port of Hood River to another entity
- 7. Evaluate multiple project delivery options and recommend the best project delivery approach.
- B-26 Final engineering contract
- B-27 Owners Representative contract
- B-28 Construction phase modeling
- B-29 Financing alternatives assessment
- B-30 Project delivery alternatives evaluation
- B-31 Continued executive-level meetings with DOTs

These goals and actions interrelate in many ways as they evolve toward completion. The Port has developed and adopted a schedule of milestones and products that it will monitor as the many parts of the replacement project move forward (for a high-resolution copy, see Appendix K):

Many of these actions require evaluations that need special expertise. The Port plans the following funding to support such evaluations over the next five years.

Interstate Bridge – Replacement

Interstate Bridge – Replacement

Project	Cost	Year	Funding	Priority
• Complete EIS/ROD	\$200,000	2021	ODOT	1
• Complete 30% Preliminary Engineering	\$12,000,000	2023	Grants/POHR	1
• Approve Bi-State Compact Legislation	\$200,000	2022	POHR	2
• Identify Project Delivery Approach	\$500,000	2023	POHR	2

Finally, the Port has some needs for other surface transportation improvements to support its other services. Those improvements are listed by service area in Section 4.2 – 4.5, following.

4.2 Ken Jernstedt Airfield

Background

The Port became the owner of the Ken Jernstedt Airfield (the Airfield) in 1976. The Airfield was established in 1945 on 80 acres north of the City of Hood River. Since 1976 that Port has acquired additional land, made improvements to increase compliance with standards of the Federal Aeronautics Administration (FAA), and accommodated the Western Antique Aeroplane and Automobile Museum (WAAAM), located adjacent to the Airfield's north side (2008).

The Airfield had a Master Plan done in 2002 (updated in 2009) and again in 2018 (an extensive study consistent with the guidance of FAA). In 2020-21 the Port Commission, with the assistance of an Airport Advisory Committee (AAC) and consultant, did further investigations of options for the development and operation of the Airfield. That work led to a presentation and discussion of those options at a Commission meeting (March 2021) and the subsequent refinement of a vision, strategy, and actions by the AAC in May. The work of the AAC and Commission in 2021 has resulted in what could be termed a preliminary (and not yet officially adopted) strategic plan for the Airfield. The Port believes that work is the best statement of the Commission's intentions for actions related to the Airfield, and that it should therefore be the basis for this section of this strategic plan (see Appendix L for more detail).

Actions

The actions assume the continuation of the Airfield as one that offers safe, efficient, and attractive aviation facilities and services (consistent with FAA designation B-2) to pilots, residents, businesses, and visitors. The vision is for the Airfield to support not only general aviation, and also emergency response, education, and economic development goals balanced with the needs of the surrounding community.

More specifically, the Airfield should be managed and having funding to achieve the following goals / strategies. This Plan documents the intention of the Port Commission and staff to take the following actions to help achieve those goals:

1. A high level of safety
2. A reputation as a welcoming, user-friendly airport
 - A-1 Identify and evaluate locations to enhance observation amenities, food & beverage availability for visitors.
3. Financial self-sustainability
 - A-2 Monitor the FBO Agreement and fueling operations to maximize Port revenue while maintaining excellent customer service.
 - A-3 Assess ground lease options for private hangar and light industrial development.
4. A high level of services commensurate with the airport size and market
 - A-4 Develop light industrial hangars to provide leased space for aviation related businesses.
 - A-5 Expand mechanic services and capabilities. Utilize mechanic shop facilities to enhance STEM and vocational training opportunities for high school students.
 - A-6 Evaluate locations to increase number of tie-down parking spots.

- A-7 Partner with local taxi & ride-share companies and consider locating an electric vehicle to enhance ground transport for visiting pilots.
5. A mutually supportive relationship with WAAAM
6. Growth and development of aviation technology and light industrial businesses
- A-8 Evaluate and consider new technologies that can provide useful data about airport operations and area impacts.
7. Support for wildfire and search & rescue emergency response operations
8. Educational opportunities in aviation for local schools
- A-9 Evaluate potential public/private partnerships with WAAAM, Hood River Soaring, HRVHS, CGCC, community social clubs and aviation technology businesses to develop educational programs and activities, career pathways, and course curricula.
9. A pro-active outreach and public engagement process
- A-10 Regularly convene the Airport Advisory Committee to consider airport policies, programs, and actions. Encourage volunteer participation in projects and tasks to achieve Plan goals. Review Committee charter and purpose annually.
- A-11 Prepare and implement an outreach strategy to enhance communication and address concerns from area residents about airport operations, particularly noise impacts.
10. The use of data-informed decisions that manage the impact of aircraft noise generated by the Airfield
- A-12 Work with aviation technology companies to develop operating protocols that are aligned with noise mitigation community standards.

Consistent with these actions, the Port intends to find funding to pursue the following capital projects related to the Airfield:

Airfield

Project	Cost	Year	Funding	Priority
• Purchase/Install AV Gas Tank	\$225,000	2021	POHR	1
• Construct Commercial Hangar	\$3,500,000	2022	POHR/Grant	1
• Re-Locate Wind Sensor	\$100,000	2022	POHR/FAA	1
• Construct Maintenance/FBO Hangar	\$4,000,000	2024	Private	2
• Construct Airport T-Hangars/Box Hangars	\$2,500,000	2025	Private	3
• Aviation Activity Tracking Technology	\$60,000	2022	POHR	3
• New Tie-Down Paving	\$200,000	2023	POHR/FAA	2
• N. T-Hangar Block Access Paving – Ph. 1	\$100,000	2022	POHR/FAA	1
• Glider Access Paving	\$750,000	2023	POHR	3
• Flush Runway lights for Glider Operations	\$20,000	2022	POHR	1
• Maintenance & FBO Hangar	\$4,000,000	2023	POHR/Private	3
• Taxi-Way Hangars Ph. 1 – Paving	\$250,000	2025	FAA/POHR	2
• Taxi-Way Box/T-Hangar Ph. 2- Construction	\$2,500,000	2026	Private	3
• S. Side Utilities / Airport Drive	\$1,000,000	2027	POHR	3
• Perimeter Fencing	\$200,000	2027	POHR/FAA	2

- N. T-Hangar Block Access Paving- PH. 2 \$350,000 2028 POHR 3

4.3 Economic and Real Estate Development and Management

Background

As part of its economic development efforts, the Port prepares industrial sites for new construction, renovates industrial buildings; assesses and responds to market conditions; encourages workforce education and training; and takes other actions to support business communities within the Port District and the Columbia Gorge region.

In the 1980s, the Port purchased the 21-acre Diamond Fruit Cannery Complex in downtown Hood River and initiated a \$11 million renovation. In 1985, the Port developed the John Weber Business Park in Odell. In the 1990s, the Port purchased and initiated development of Wasco Business Park. Through the 1990s until the present, the Port's development focus has been on the Hood River waterfront: on the development of infrastructure and of recreation and light industrial sites (Appendix E). From 2009 to 2017, investment in the waterfront from the Port and other businesses totaled \$85.9 million, with 445,000 gross square feet developed and 655 jobs created (for detail, see Appendix M). For more than a decade, the Port has completed various studies related to the development of Lot 1, which is zoned for light-industrial use and is the largest remaining developable site on the waterfront (for detail, see Appendix N, Appendix O and Appendix P).

The Commission approved a Real Estate Investment Strategy ("REIS") in 2018 (Appendix Q). The REIS showed the overall picture of the Port's real estate portfolio, providing (1) a baseline understanding of existing building characteristics and performance, and (2) an assessment of the development potential for vacant undeveloped Port-owned properties. The Commission approved a new structure for leases in 2019 (Appendix R) with the goal of full cost recovery and market rates of return.

In the opinion of the Commissioners and staff, no significant changes have occurred since the completion of the 2014-2018 Strategic Business Plan (Appendix E) that warrant changes to the Port's overall vision and goals for economic and real estate development (changes due to COVID-19 remain in flux and the subsequent impacts of COVID-19 are currently unclear). Many actions in the 2014-2018 Business Plan have been accomplished—the need now is for continuing and new actions to pursue the same vision, goals, and strategies. Staff have been working through next steps as directed by the Commission. In late 2019, the Commission held a Real Estate Work Session and consensus direction was given to staff on various real estate projects. In November 2020, the Commission approved several goals and next steps.

Collectively, these documents from 2018 – 2020, plus the 2014-2018 Strategic Business Plan, give a relatively complete picture of the Port's goals / strategies and existing policies for economic and real estate management and development, and the actions it plans to take in the future.

Actions

The Port's vision for economic development has remained the same in recent years. The Port plans to continue in its role as the main economic development agency in Hood River County. The Port's goals for economic development are the same as they were in the 2014 Strategic Business Plan (Appendix E): a thriving, balanced economy; a high quality of life for citizens; support for private businesses that create jobs, and the provision of training opportunities. Corresponding goals and actions for this Plan, adopted by the Commission, are as follows:

1. Manage existing buildings to cover costs, achieve market rents, produce net revenues, identify maintenance and capital improvement needs, and retain quality jobs.
2. Develop and market existing vacant property to generate revenue and create and retain quality jobs. This includes conducting market demand, infrastructure and site planning studies to identify appropriate development plans, actively seek interest of local businesses for expansion opportunities, recruit new business, and assist the work of area partners to attract new business to the region.
 - E-1 For Lot 1: Explore grant opportunities
 - E-2 For Lot 1: Complete a 10% engineering design and project cost estimate
 - E-3 For the Barman Property: Issue Request for Information (RFI)
 - E-4 For the Barman Property: Review submittals with Commission
 - E-5 Consider impacts of development options on vehicle trips generated
3. Seek opportunities to acquire and develop additional industrial property to provide sites for future business growth and expansion.
4. Participate actively and engage the public in planning and development efforts.
5. Support workforce development efforts by other agencies and businesses in the Mid-Columbia Region

The Port intends to find funding to pursue the following capital projects related to its Economic and Real Estate Development and Management goals and strategies.

Industrial Infrastructure

Project	Cost	Year	Funding	Priority
• Fill Wetlands @ Lower Mill	\$350,000	2022	POHR	1
• Construct E. Anchor Way	\$1,500,000	2022	Grants/POHR	1
• Relocate N. 1 st St.	\$3,000,000	2023	Grants/POHR	2
• Replace City Stormwater Line	\$4,000,000	2024	City/POHR	2

Industrial/Commercial Buildings

Project	Cost	Year	Funding	Priority
• Remodel Port Bldg./Expand Interior Space	\$125,000	2022	POHR	1
• Replace Jensen Bldg. Roof	\$1,000,000	2023	POHR	1
• Replace DMV Bldg. Roof	\$50,000	2022	POHR	2
• Replace Jensen Bldg. N. Side Windows	\$100,000	2023	POHR	2

Property Development

Project	Cost	Year	Funding	Priority
• Re-develop Barman Property	\$100,000	2023	POHR/Private	1
• Lower Mill Industrial Building (25-30k s.f.)	\$5,000,000	2024	POHR	2
• Lot #1 Industrial Building (30-40k s.f.)	\$8,000,000	2025	Private	3
• Acquire Industrial Property	\$5,000,000	2025	POHR	2
• Replace Maritime Building	\$10,000,000	2026	POHR	3
• Construct Incubator Bldg. on Portway Ave	\$3,000,000	2027	POHR	3

4.4 Marina

Background

The Port began construction of the 22-acre Hood River Marina Basin (Marina) in 1968. Improvements and expansions occurred over the years based on demand and available funding. The Marina now has 173 boat slips and 11 boathouses, a transient dock, a fuel dock, a sea-plane dock, a boat ramp, a tour-boat dock, restrooms, parking, and office buildings. It has a long waiting list for slips. For more information about the Marina's history and amenities, see Appendix E and Appendix U.

In December 2007, the Port completed a Marina Basin Planning Study (Appendix U) to guide future development, system upgrades, and infrastructure improvements. In May 2021, the Marina Advisory Committee and Port Commissioners collaborated to draft a Strategic Business Plan Excerpt (Excerpt) for the Marina (Appendix V), which is a draft working document created to inform the actions to be included in this Strategic Business Plan. Note that there are actions and projects listed here that are also considerations for Waterfront Recreation: the boating facilities (mainly docks) at the Marina are surrounded by Marina Park and Marina Beach. This section (Marina) includes all elements referenced in the Excerpt. All other elements are addressed in the section on Waterfront Recreation.

Actions

The vision for the Marina has changed little over the years. The Port wants it to be a multi-use recreational site that is safe, functional, welcoming, and attractive; it wants it to serve the needs of marina tenants, guest boaters, and local residents and groups, particularly youth programs. The Excerpt identifies the following goals, standards, strategies, and actions consistent with that vision:

1. Maintain the Marina as a safe and efficient facility and assure continued status as a certified "Clean Marina."
 - M-1 Collaborate with the OSMB to improve access ramps, docking facilities and the Guest Dock, and extend boat launch ramp paving.
 - M-2 Prepare and implement a maintenance plan for docks and moorage facilities; conduct rigorous condition assessment of each dock.
 - M-3 Conduct bathymetry (water-depth) study at Marina entrance area.
 - M-4 Coordinate with Department of State Lands to address conflicting uses at Marina Beach, access to Sandbar.
 - M-5 Study the feasibility, potential safety benefit, and cost to locate the Sheriff's boat moorage to the Fuel Dock location, at least during summer season.
2. Efficiently manage the Marina wait list to ensure slips are leased in a timely manner.
3. Maximize launch access for smaller size boats.
 - M-6 Seek reasonable opportunities to increase the use of the Marina Basin for small vessel sailing and non-motorized watercraft, special emphasis on youth programs.

- M-7 Evaluate potential expansion and upland improvements to the South Basin for small boat storage and enhance launch access. Explore potential benefit of installation of a jib crane.
- M-8 Explore potential to develop a small boating center at either the S. Basin Docks or the NW corner of the Marina Basin with a roll down gravel launch, temporary seasonal float dock configuration.
4. Ensure compliance with proper maintenance standards for house boats.
- M-9 Work with the Marina ad-hoc committee to encourage greater input from moorage tenants on management and maintenance practices.
5. Prioritize local (Mid-Columbia Gorge) resident use and access. M-10 Explore development of local resident discounted rate.
- M-11 Collaborate with the Hood River Yacht Club and other user groups to increase public and private events and activities in the Marina, especially youth education and sailing programs.
6. Continuously consider improvements to the Marina that meet market demand consistent with funding availability.
- M-12 Evaluate market demand and financial feasibility of expanding the number of Marina slips.
7. Increase year-round activity and vitality in the Marina Basin.
- M-13 Evaluate potential enhancements for observation areas, ADA water access, fishing platforms and other non-sailing uses of the Marina area.
8. Seek ways to ensure the operation of the Marina is self-supporting through cash flow from slip lease income and Oregon State Marine Board (OSMB) funding.
- M-12 Evaluate market demand and financial feasibility of expanding the number of Marina slips.
9. Monitor potential impacts of bridge replacement project and characterize mitigation needs for continued operation.
- M-15 Evaluate the potential impacts of a future bridge replacement on launch ramp parking & access, and work to properly characterize mitigation needs.

Consistent with these actions, the Port intends to find funding to pursue the following capital projects related to the Marina:

Marina					
Project	Cost	Year	Funding	Priority	
• Construct Ramp Boarding Floats	\$350,000	2022	POHR/OSMB	1	
• Expand HRYC Boat Storage Area	\$10,000	2022	POHR/HRYC	2	
• Restore/Expand South Basin Dock	\$600,000	2024	POHR	3	
• Construct Dinghy launch Ramp & Dock	\$550,000	2025	POHR	3	
• Expand 'B' Dock	\$850,000	2026	POHR	3	
• Rehabilitate Existing Docks	\$400,000	2026	POHR	2	
• Construct Off-site Boat Storage facility	\$1,000,000	2027	POHR/Private	3	

• Rehabilitate Visitor Dock	\$650,000	2022	OSMB/POHR	3
• Upgrade and Expand South Basin Dock	\$550,000	2025	POHR/Loan	2
• Yacht Club Building Improvements	\$65,000	2025	HRYC/POHR	3

4.5 Waterfront Recreation

Background

Much of Hood River's Waterfront shoreline is owned and managed by the Port for the public's pursuit of recreation. As the popularity of water sports has increased and evolved over the past several decades, the Port has responded with projects and enhancements as permissible. Sites include Port Marina Park, the Event Site, Marina Beach, the Spit, Nichols Basin, Waterfront Park, The Hook, and pedestrian and bicycle trails. These sites attract visitors from around the world and provide a significant contribution to the tourism economy and quality of life of the Port District (Appendix W). Every waterfront location experienced record use in 2020, and spectators of waterfront recreators are becoming the Port's largest user group (Appendix X).

New and innovative types of recreation activities frequently emerge that may require new management approaches. An assessment of the Port's recreational sites is conducted every year as part of the annual budget process which serves as the basis for near-term decisions about capital and capital maintenance expenditures, policies and changes to Ordinance 24 which governs conduct on Port property. In September 2007, the Port completed a Hood River Waterfront Development Strategy (Appendix Y). Overall direction for future planning and use of various functional areas of the waterfront is described in the 2013 Waterfront Site Assessment Report (Appendix Z). In June 2021, City staff updated the goals / strategies and actions for the Waterfront recreation areas (Appendix W).

Actions

The Port's vision for the Hood River Waterfront is to accommodate a multitude of uses and interests — recreation, river access, industry, transportation, events, and scenic values, among others. To that end, the Port's vision for recreation is to maintain and develop high quality recreational sites that promote river access, active recreation and passive open space experiences for community members and visitors, while supporting the economic development goals of the Port District (Appendix X). Port staff identified the following goals, standards, strategies, and actions consistent with that vision:

1. For Port Marina Park: Consistently consider opportunities to enhance the beauty and functionality of the park grounds, facilities, and open space.
 - R-1 Annually consider signage and notifications protocols to enhance user awareness of the risks associated with use of the Columbia River.
2. For Port Marina Park: Enhance riparian areas along the Hood and Columbia Rivers.
 - R-2 Carry out a comprehensive study of the habitat functions and user impacts to the Swim Beach and "Sandbar."
3. For Port Marina Park: Support organized recreation uses particularly youth activities.
4. For Port Marina Park: Maintain Marina Park as an area for passive uses that limit user fees.
 - R-3 Annually review policies associated with user requirements and fees associated with events and consider changes.
 - R-4 Review Ordinance 24 and consider changes that respond to new uses and emerging challenges, particularly parking enforcement and trespass.

5. For Port Marina Park: Seek ways to carry out management and maintenance actions in the most efficient way possible.
 - R-5 Prepare a comprehensive maintenance plan, including annual tasks, staff time and cost summary or the Port Marina Park to identify opportunities for greater efficiencies and reduced costs.
6. For the Event Site: Annually, consider improvements to the Event Site that meet market demand, enhance the user experience and increase safety.
 - R-6 Prepare a comprehensive, long-term maintenance plan for Event Site facilities and structures: jetties, beach, restroom, dock and planting.
 - R-7 Budget for incremental annual upgrades to improve functionality and appearance.
7. For the Event Site: Seek ways to reasonably increase revenue from Event Site users to meet increasing maintenance costs.
 - R-8 Annually review parking management actions, concessionaire agreements and event user fees.
8. For the Event Site: Proactively respond to changing water levels, user needs, and enforcement requirements to decrease user conflicts.
 - R-9 Prepare an annual review of the high-water action plan and safety requirements for users.
9. For the Event Site: Increase communication with users to obtain feedback and communicate site activities and uses rules.
10. For the Event Site: Seek ways to increase use of the Event Site during shoulder seasons including as a hub for transit.
11. For Other Recreational Sites: Maintain existing facilities, including access, parking and amenities.
 - R-10 Annually assess conditions to ensure maintenance standards are met for waterfront access, ramps, jetties, roadways, and parking areas.
 - R-11 Monitor sites for invasive plants and take action to eradicate and minimize spreading.
12. For Other Recreational Sites: Consider long-term management costs before developing new or enhanced recreations sites.
 - R-12 Seek ways to increase revenue for recreation sites and decrease expenses.
13. For Other Recreational Sites: Seek funding and partnership opportunities to design, permit and develop additional recreational enhancements in all areas.
 - R-13 Develop a plan to increase water access opportunities and riparian enhancements at the western end of The Hook.
14. For Other Recreational Sites: Enhance ADA access throughout the Port's recreational areas.

15. For Recreation Trails: Seek funding opportunities for the design and development of the pedestrian and bicycle trail connections with an emphasis on facilities on or near Port properties.
16. For Recreation Trails: Support efforts by the Hood River Valley Parks and Recreation District and other entities to construct new pedestrian and bicycle facilities.

Consistent with these actions, the Port intends to find funding to pursue the following capital projects related to Waterfront Recreation:

Waterfront Recreation

Project	Cost	Year	Funding	Priority
• Install Interpretive Signage	\$50,000	2021	POHR	1
• Construct New Rigging Areas at Hook	\$40,000	2021	Grant	2
• Replace Ped. Bridge Deck	\$30,000	2022	POHR	1
• Install Ped. Bridge Lighting	\$45,000	2022	POHR	2
• Pave Nichols Dock Parking Lot	\$100,000	2022	POHR	2
• Replace Trees @ Nichols Park	\$15,000	2022	POHR	1
• Construct Overlook Plaza at Swim Beach	\$150,000	2023	POHR	3
• Construct New Picnic Shelter	\$200,000	2023	POHR	3
• Construct Swim Dock @ Frog Beach	\$450,000	2024	POHR	3
• Re-Pave Marina Park Access Road	\$800,000	2024	POHR	2
• Build Accessible Ped/Bike Path @ Nichols	\$175,000	2025	POHR	2
• Build New Restroom/Plaza @ Nichols Park	\$450,000	2025	Grant	2

4.6 Central Services

Background

None of the Port's five external-facing facilities and services could function effectively without the support of the Port's internal-facing (administrative) services: executive management, finance, human resources, information technology, communications, building and fleet maintenance, and so on). When working well, these services may be taken for granted; if they were to stumble, other services may fall with them. The possible failures are numerous, easy to imagine, and not imaginary: there are hundreds of local governments in the U.S. struggling right now with problems in some aspect of their Central Services.

As part of the development of this plan, the Port's executive director and senior staff, with some outside evaluation, did a high-level review of central services. In general, they found high performance. Decision-making processes (e.g., strategic planning, financial forecasting and planning, life-cycle maintenance scheduling) are state of the practice. Staff and Board collaboration is very good. Citizen surveys gave Port services high marks. Staff turnover is low. Improvement in the technology and process of toll-collection at the Bridge were so well implemented that another tolling authority buys Port staff time to help it develop its system.

They also found—as nearly all local governments have—places where the demands of COVID had caused temporary reductions in the efficiency of certain operations. For example, the challenge of meeting the law for open public meetings and decision-making in a world of social distancing required the development of new staff procedures, and the time of staff and Commissioners to learn the procedures. Most of those issues were resolved. Some of the new procedures adopted may continue to be more efficient than older ones and be retained.

In general, the Port's central services are appropriate for an organization of its size performing well. The actions below are mainly about longer-term issues to address to help ensure the ongoing ability of the Port to perform efficiently and equitably.

Actions

The most important, pressing, and ongoing demand on central services is to deal with current funding issues and prepare for the bigger issues that are inevitable if the Port is to be successful in securing a replacement bridge for the region. The Port is aware of the need, has skilled staff dealing with it, and has been systematically simulating future financial conditions and evaluating funding options that deal with both the replacement bridge and continued Port services in other areas. The point here is not that new action needs to be taken, but that the Commission understands and is committed to making sure that existing and planned actions continue.

For every local government there is always more that can be done on Public Engagement. Moreover, the combination of (1) past and expected changes in regional demographics, (2) an increasing national awareness of the need to address diversity, equity, and inclusion (DEI) in all policy and investment decisions, and (3) the likely start of a post-COVID period with changes in requirements for social distancing suggests that now would be a good time for the staff to review its public engagement policies and programs and amend them as necessary.

Related to outreach and engagement is collaboration with Port partners. For example, in 2020 the Port did an evaluation with the Hood River Valley Parks and Recreation District to see whether there were efficiencies to be gained from joint maintenance of park facilities. Though the results showed modest possibilities for cost savings typical outdoor maintenance activities for the Port (more for HRVPRD), it did find the potential for substantial savings via joint purchasing agreements with suppliers if the Port, HRVPRD, the City, and the County to collaborate to develop such agreements. Additional work on this and related topics would probably be part of the ongoing work on funding.

Directly related to the implementation of the actions in this Plan are the efficiencies that can be gained by having an improved process for developing and accomplishing an annual Commission Work Plan. Some actions in this Plan are more important than others, and some of those require more Commission attention than others. What are the important actions that, but for significant commission input, would not get done well, on time, or at all? These items should be the focus of an annual Commission Work Plan and schedule of work sessions, products, and decisions.

Finally, one of the important reasons that the Port is now functioning well is that it has a senior leadership team of experienced and competent managers that are working as a team. Many are at a point in their careers and lives that retirement is a possibility. Most organizations fail at succession planning: too little, too late, with the potential for months (even years) of lost productivity as a management team works itself through a series of “acting” directors and department heads.

5 Next Steps

By adopting this Plan, the Port's Commissioners let everyone know the Port's vision and goals, and the actions the Commission and staff will be taking to achieve them over the next five years. The Port does many things not addressed in this Plan to deliver its services efficiently on a daily basis: it will continue to do those things. This Plan is about the bigger programs and capital investments that will take staff resources, funding, and time to be fully implemented and produced desired results.

This Plan is a working document. It will be evaluated annually during the Fall Planning Work Sessions as the Commission formally considers policy and budget matters that may affect Plan implementation.

This Plan lists more actions than the Port complete in a year; the Port is unlikely to completed all of them within the five-year horizon this Plan addresses (2021 – 2026). Not only may resources be insufficient—the needs for new actions may emerge and grow (just as COVID, though not identified as an issue or addressed by an action in the previous Plan, became of necessity a central focus in 2020, displacing other planned actions).

But having a list of priority actions creates focus that would not otherwise exist. The Commission, when asked by some group to make some new investment, has a way to calibrate its response: (1) What, if anything, now in this Plan must be cancelled or delays to ensure sufficient resources to do this new thing? and, (2) Is the new thing more important than the thing now in this Plan?

In that sense, this Plan is analogous to a contract between the Commission, the staff, and the people and communities they serve. The Plan is flexible, and it can be amended for cause. But it will be a reference and a benchmark: How well are we doing on implement the actions and accomplishing the goals we adopted?

Because there is so much in the Plan, it ends with a summary of what the Commission believes to be the priorities for capital investment. All the items had a priority ranking of 1 or 2 in the tables above. Each capital project listed below is also listed in the 10-year Financial Model. The implementation of each project is dependent upon the availability of financial resources, a specific risk assessment prior to implementation and a determination of whether new opportunities or threats exist. Each is expected to be carried out if assumed financing sources are available.

Project	Cost	Year	Funding	Priority
Interstate Bridge - Existing				
• Complete Bearing Repair	\$50,000	2021	POHR	1
• Pave Approach Ramps	\$500,000	2021	POHR	1
• Weight Limit Structural Upgrades	\$1,000,000	2022	POHR	1
• Replace Rack Pinion Shafts/Couplings	\$250,000	2023	POHR	2
Interstate Bridge – Replacement				
• Complete EIS/ROD	\$200,000	2021	ODOT	1
• Complete 30% Preliminary Engineering	\$12,000,000	2023	Grants/POHR	1
• Approve Bi-State Compact Legislation	\$200,000	2022	POHR	1
• Identify Project Delivery Approach	\$500,000	2023	POHR	2
Industrial Infrastructure				
• Fill Wetland @ Lower Mill	\$350,000	2022	POHR	1
• Construct E. Anchor Way	\$1,500,000	2022	Grants/POHR	1
Industrial/Commercial Buildings				
• Remodel Port Bldg./Expand Interior Space	\$125,000	2022	POHR	1
• Replace Jensen Bldg. Roof	\$1,000,000	2023	POHR	1
• Replace Jensen Bldg. N. Side Windows	\$100,000	2023	POHR	2
Property Development				
• Re-develop Barman Property	\$100,000	2023	POHR/Private	1
• Lower Mill Industrial Building (25-30k s.f.)	\$5,000,000	2024	POHR	2
• Acquire Industrial Property	\$5,000,000	2025	POHR	2
Airport				
• Purchase/Install AV Gas Tank	\$225,000	2021	POHR	1
• Construct Commercial Hangar	\$3,500,000	2022	POHR/Grant	1
• New Tie-Down Paving	\$200,000	2023	POHR/FAA	2
• Taxi-Way Hangars Paving Ph. I	\$250,000	2025	FAA/POHR	2
Marina				
• Construct Ramp Boarding Floats	\$350,000	2022	POHR/OSMB	1
• Restore/Expand South Basin Dock	\$600,000	2024	POHR	3
• Construct Dinghy launch Ramp & Dock	\$550,000	2025	POHR	3
• Rehabilitate Existing Docks	\$400,000	2026	POHR	2
Waterfront Recreation				
• Install Interpretive Signage	\$50,000	2021	POHR	1
• Construct New Rigging Areas at Hook	\$40,000	2021	Grant	2
• Replace Ped. Bridge Deck	\$30,000	2022	POHR	1
• Install Ped. Bridge Lighting	\$45,000	2022	POHR	2
• Pave Nichols Dock Parking Lot	\$100,000	2022	POHR	2
• Replace Trees @ Nichols Park	\$15,000	2022	POHR	1
• Re-Pave Marina Park Access Road	\$800,000	2024	POHR	2

In addition to these capital project priorities, the Port also prioritizes non-capital actions. This Plan has repeatedly made the case that its two overarching priorities are (1) staying engaged in the hard work of getting to a political, institutional, and funding commitment for building a replacement bridge, and (2) planning and getting approval for alternative funding sources for non-Bridge facilities and services that the Port now provides.

The flip side of those priorities is in the Plan, but unstated until now: ***the Plan does not have any actions aimed at creating, or even exploring, new service areas.*** Again, suggestions may arise, but the test will

be as stated above: (1) Can we still do what we want with the services we now provide? and (2) if not, is the new service more important than the full, planned level of service for the existing one?



Port of
HOOD RIVER

**2021-2026
STRATEGIC
BUSINESS
PLAN**

ACKNOWLEDGMENTS

This plan was developed by Port of Hood River staff with assistance by consultants as directed by the Port of Hood River Commission. For more information about the Port of Hood River, visit www.portofhoodriver.com.

Port of Hood River**2021 Board of Commissioners**

John Everitt, President

Ben Sheppard, Vice President

David Meriwether, Secretary

Kristi Chapman, Treasurer

Hoby Streich, Commissioner



John Everitt



Ben Sheppard



David Meriwether



Kristi Chapman



Hoby Streich

Port of Hood River Staff

Michael McElwee, Executive Director

Fred Kowell, Chief Financial Officer

Genevieve Scholl, Special Projects Manager

John Mann, Facilities Manager

Kevin Greenwood Manager, Bridge Replacement Project Director

Genevieve Scholl, Communications Manager

Daryl Stafford, Waterfront & Marina Manager

Jana Scoggins, Senior Accountant

Marcela Diaz, Finance Specialist

Patty Rosas, Administrative Specialist

Linda Hirata, Lead Toll Collector

Port Legal Counsel

Jerry Jaques

Anna Cavalieri

Special Thanks to

Citizens of the Port District, Port of Hood River employees, City of Hood River, Hood River County, Pageworks Design, EnviroIssues, Good Next Steps, Business Oregon Port Planning and Marketing Fund.

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4.2 Bridge and other highway transportation

Background

The Port of Hood River has a long history of successful management. The Port owns, operates, and maintains the Hood River-White Salmon Interstate Bridge (the Bridge), which is its largest single capital asset. The Bridge is a facility critical to the quality of life and economic prosperity of households and businesses in the region. Moreover, the toll revenue from the Bridge is now sufficient not only to cover the Bridge's operation and maintenance, but also to support other services the Port provides.

That situation is changing. The National Bridge Institute rates bridge condition on a scale of 0 (failing) to 9 (excellent): it rates this Bridge as 2 (Critical). The Port has been working for years on bridge replacement, and it continues to be the Port's top priority: transportation convenience, safety, economic development, and the ability to fund most other Port services are all linked to a successful resolution of the problem of bridge replacement.

The Port has other transportation facilities. The largest is the Airfield, addressed below as a separate service area. Other highway transportation is primarily attached to the function of other services areas: for example, access to and parking at facilities like the Airfield, the Marina, and parks.



An all too common occurrence, in this case guardrail repair, to keep a 100 year old usable.

Actions

The Port’s actions are chosen, as they must be, to keep the existing Bridge operational and safe while simultaneously working to accomplish the technical and political work to get a replacement bridge designed, permitted, funded, and built.

Regarding the first priority—ongoing operation and maintenance of the existing Bridge—the Port has a detailed capital maintenance plan, which includes a funding plan for those capital investments. The summary of projects programmed for the next five years follows; see Appendix I for more details.

Project	Cost	Year	Funding	Priority
Complete Bearing Repair	\$50,000	2021	POHR	1
Pave Approach Ramps	\$500,000	2021	POHR	1
Weight Limit Structural Upgrades	\$1,000,000	2022	POHR	1
Construct Retaining Wall @ S. Abutment	\$50,000	2022	POHR	2
Replace Rack Pinion Shafts/Couplings	\$250,000	2023	POHR	2
Pier Cap Concrete Rehabilitation	\$400,000	2024	POHR	2
Replace Guard Rail/Rub Rail	\$750,000	2025	POHR	2
Install Weigh-in-Motion System	\$600,000	2026	POHR	3



The steel mesh bridge deck is in constant need of repair because of traffic volume and weight.

Regarding Bridge replacement, the Commission is clear about the priority and the challenges, and its goals / strategies for addressing them. This Plan documents the intention of the Port Commission and staff pursue the following goals (1 – 7) with the following actions (B-1 to B-):

1. Facilitate bi-state collaboration

- B-1 Maintain & increase collaboration
- B-2 Complete Bridge Authority feasibility study
- B-3 Increase understanding alternative project delivery models including P3
- B-4 Establish BSBA legislation review process
- B-5 Advocacy for continue project funding in state capitols

2. Increase community awareness and support

- B-6 Post-NEPA phase public information campaign
- B-7 Phase II public involvement strategy
- B-8 Formation of Project Advisory Committees (Technical, Strategic, Public Involvement)

3. Elevate state and federal delegation awareness and support

- B-9 BSBA Study authorization in OR and WA
- B-10 1:1 meetings with Transportation and Ways & Means Committee members
- B-11 Obtain \$5 million from OR in 2021
- B-12 Obtain \$5 million from WA in 2021
- B-13 Monitor additional federal transportation grants or earmarks
- B-14 Lobby for increase in USDOT TIFIA project amounts

SERVICE AREA AND ACTIONS

- B-15 Federal grant opportunities (INFRA, BUILD)
- B-16 Federal infrastructure legislation
- B-17 Federal loan/bond programs (TIFIA, USDA)
- B-18 P3 project delivery options evaluation

4. Demonstrate project readiness

- B-19 Finish FEIS and ROD
- B-20 Complete Geotechnical analysis
- B-21 Hire project engineer to complete 15-30% engineering
- B-22 Prepare preliminary cost estimates
- B-23 Obtain OR & WA legislative support for Bi-State Bridge Authority
- B-24 Identify needed statutory changes in WA

5. Assemble a highly experienced project team

- B-25 Add members for Phase II efforts (Project Engineering Firm, Owner’s Representative)

6. Prepare to transition project leadership from the Port of Hood River to another entity

7. Evaluate multiple project delivery options and recommend the best project delivery approach.

- B-26 Final engineering contract
- B-27 Owners Representative contract
- B-28 Construction phase modeling
- B-29 Financing alternatives assessment
- B-30 Project delivery alternatives evaluation
- B-31 Continued executive-level meetings with DOTs



The bridge exits in a very hostile marine environment requiring near constant maintenance.

These goals and actions interrelate in many ways as they evolve toward completion. The Port has developed and adopted a schedule of milestones and products that it will monitor as the many parts of the replacement project move forward (for a high-resolution copy, see Appendix K):

Many of these actions require evaluations that need special expertise. The Port plans the following funding to support such evaluations over the next five years.

Interstate Bridge - Replacement

Project	Cost	Year	Funding	Priority
Complete EIS/ROD	\$200,000	2021	ODOT	1
Complete 30% Preliminary Engineering	\$12,000,000	2023	Grants/POHR	1
Approve Bi-State Compact Legislation	\$200,000	2022	POHR	2
Identify Project Delivery Approach	\$500,000	2023	POHR	2

Finally, the Port has some needs for other surface transportation improvements to support its other services. Those improvements are listed by service area in Section 4.2 - 4.5, following.

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Administration

- This will be the last meeting for Commissioners Everitt and Meriwether as they will have completed their four-year terms at the end of June. On July 13th we will welcome and swear in Commissioner-Elect Gehring and Commissioner-Elect Fox. A board training will occur at 3:00 p.m. that day hosted by George Dunkel of SDAO.
- Genevieve and I met with Commissioner-Elect Gehring on June 15 to begin orientation to Port processes and projects. We will meet with Commissioner-Elect Fox on June 25th.
- The official certified election results from the May 18 special election are attached.
- The Pacific Northwest Waterways Association summer conference will place virtually next week, June 22-24. The draft agenda is attached for your review. If you would like to attend the conference, please let Genevieve know so that she can complete your registration.
- Greg Hagbery began work as the Port's Property & Development Manager on June 21st. Greg has significant experience in design and development. The entire team is looking forward to working with him.
- Kohl Kendall and Victoria Mallory are employed as summer interns this year. They started on June 14 and will complete their internships on August 30. Both will be focused on an assignment to collect and organize in all existing information about Port properties. This includes plans, surveys, title reports, appraisals, permits, etc. The Port received a \$3,000 grant from SDAO to support this important archiving effort.
- The Hood River Energy Council (HREC) recommended adopting a Policy to allow HREC members and staff to provide input on state energy policy and proposed legislation that will affect the community's ability to implement the Energy Plan without requiring approval from governing bodies. The proposed policy is attached. HREC seeks Port Commission input and/or support before moving forward.
- Genevieve and I met with Senator Jeff Merkely's field staff Dan Mahr and Jake Oken-Berg on June 16th to provide further details on the Port's Congressionally Directed Spending funding requests for the Airport, Lot 1, and the bridge. Senator Merkley held a virtual town hall on Friday, June 18th along with a public officials pre-meeting, which Commissioner Chapman attended.

Recreation/Marina

- Plans are in place for waterfront operations during the 4th of July Weekend. Due to reduced summer staff resources only the Event Site and Moorage area restrooms will be

open. No traffic control will occur around Marina Park. No camping will be allowed on Port property, but there is no viable means of enforcement available. As is the custom, on-street parking is free, and no parking enforcement will occur for street parking, Lot #1 and West Jensen on Sunday the 4th. The Hood River Eyeopeners Lions Club will coordinate the fireworks display starting at 9:00 p.m. from the Spit.

- A ribbon-cutting for the Steve Gates Remembrance Project took place on Sunday, June 13th. See photos below. Daryl Stafford was instrumental in organizing this memorable event. The plaques have been installed and the project is complete. It was a great community effort with significant contributions from the Port.



- The Oregon State Marine Board approved the Port's grant application to replace the boarding ramps at the Marina Launch Ramp. The total estimated cost of the project at the time of submission (March 2021) is \$293,892. OSMB will contribute 45%, \$132,300

and the Port would match with 55%, \$161,592 pending commission approval. OSMB prefers the work be completed by June 2022. The OSMB staff report is attached.

- On June 8, Columbia Riverkeeper notified staff of elevated E.coli levels at Frog Beach and the Event Site. Columbia Riverkeeper conducts the weekly testing and informs the Port when levels exceed the safe threshold. Port staff installed signage at the locations to notify the public of the health hazard. Riverkeeper notified staff on June 16 that test results at both locations showed results below the threshold and the signage was removed.
- The US Army National Guard held a recruitment event on Lot 1 on June 12th. They had displays of vehicles and equipment, along with a climbing wall, and also had Rock Wall and a Pugil Pit. The event organizer, Sargent Miles Varana, said it was a success and appreciated the Port allowing the use of the space.
- A reminder that the Port has entered into annual agreements with the Hood River County Sheriff's Department with the following provisions:
 - Fueling of the Marine Division Vessel from 6/15-9/15: Since 2018, the Port has funded the Sheriff's boat fuel costs for the summer. The goal is to contribute to more coverage and presence along the Waterfront.
 - Waiver of Boathouse fees: Since 2014, the Port has waived moorage and assessment fees for the Sheriff's boathouse and contributes \$5,200 annually towards increased Marine Deputy coverage from 6/15-9/15 for emergency response on the water, vessel registration enforcement within the Marina, and water safety and law enforcement on the Waterfront.

Development/Property

- The Department of Environmental Quality issued a No Further Action (NFA) letter for the Jensen Building. This is a significant milestone and achieved after a lengthy site investigation and testing process conducted by Coles + Betts, Environmental Consultants, coordinated by the Schwabe law firm. Most all costs have been recovered through insurance coverage that was in place when Luhr Jensen & Sons, Inc. was operating. The NFA letter is attached.
 - Roam & Shelter has vacated their space in the Big 7 Building. The business was heavily impacted by COVID.
-

Airport

- Staff and a member of the Airport Noise Working Group met with a representative of local company Invictus to learn about a proposed system to track aviation activity. The written proposal will be reviewed with the AAC in the coming months.

- The two submittals received in response to the recent RFQ to select an engineering consultant were transmitted to the Evaluation Committee. The Committee's recommendation and a proposed contract will be brought to the Commission at the July 13th Meeting.
- The Purchase Contract for the new AV Gas Tank was prepared and accepted by Mascott Engineering. Thanks to counsel Jerry Jaques and Anna Cavaleri for putting together this complicated agreement. The 50% deposit was placed on June 17th. Delivery and installation will likely not occur until late September due to production lead times.

Bridge/Transportation

- The final analysis and recommendations from Coffman Engineers regarding the North Approach Ramp resurfacing project will be complete by June 25 and presented to the Commission on July 13. This is a priority capital project and should be completed by spring of 2022.
- Staff received a persistent request to close the bridge for two hours on Saturday, July 24th for "Christmas in July" a community celebration. The objective was to provide an opportunity for local people to enjoy traveling the bridge via bicycle and/or as pedestrians. Unfortunately, due to the significant potential for traffic backups and risk of accident, it was not possible to approve the request.
- HDR is working on the weight limit reduction repair evaluation. A draft technical memo, cost estimate and load rating updates to support the rehab design is being prepared. HDR expects to have a summary memo by the end of the month.

BRIAN D. BEEBE
DIRECTOR

KELLY MAGAÑA
DEPUTY CLERK

DUANE ELY
CHIEF APPRAISER



DEPARTMENT OF RECORDS & ASSESSMENT

HOOD RIVER COUNTY
601 STATE STREET
HOOD RIVER, OREGON 97031-1871

(541) 386-1442 – RECORDS & ELECTIONS
(541) 386-4522 – ASSESSMENT
(541) 387-6864 – FAX NUMBER

June 7, 2021

RECEIVED

JUN 09 2021

BY: _____


Michael McElwee, Executive Director
Port of Hood River
1000 E. Port Marina Way
Hood River, 97031

Dear Mr. McElwee:

Enclosed are certified copies of the official abstract for your district election held on May 18, 2021.

Please return this form no later than June 16th, 2021; the district election authority is required to determine the results of the election. Please note that candidates who are elected by write in votes must sign the Write In Candidate Acceptance Form, I have already sent a form to each write in candidate.

We will issue certificates of election to your newly elected candidates after you notify us of the results of the election and declare the candidates qualified to hold office. Unless otherwise instructed, we will send the certificates of election to you for presentation at your next meeting.



Kelly Magaña, Deputy Clerk
Department of Records and Assessment

On behalf of Port of Hood River, upon examining the results of the May 18, 2021, Special District Election, I determine that the following candidates are elected to and qualified to hold the offices indicated:

Commissioner Position 1, 4 year term

Ben Sheppard

Commissioner Position 2, 4 year term

Heather Gehring

Commissioner Position 3, 4 year term

MIKE FOX

Abstract and candidates approved by:



Michael McElwee, Executive Director
District Election Authority

Hood River County
May 18th, 2021 Special District Election
Port of Hood River

Page: 1 of 1
2021-06-03
10:56:00

Total Ballots Cast: 3283, Registered Voters: 15607, Overall Turnout: 21.04%

Choice	Votes	Vote %
--------	-------	--------

All Precincts

Port of Hood River, Commissioner, Position 1 (Vote for 1)

3283 ballots (0 over voted ballots, 0 overvotes, 879 undervotes), 14641 registered voters, turnout 22.42%

Ben Sheppard	2371	98.63%
Write-in	33	1.37%
Total	2404	100.00%
Overvotes	0	
Undervotes	879	

Port of Hood River, Commissioner, Position 2 (Vote for 1)

3283 ballots (0 over voted ballots, 0 overvotes, 985 undervotes), 14641 registered voters, turnout 22.42%

Heather Gehring	2277	99.09%
Write-in	21	0.91%
Total	2298	100.00%
Overvotes	0	
Undervotes	985	

Port of Hood River, Commissioner, Position 3 (Vote for 1)

3283 ballots (11 over voted ballots, 11 overvotes, 517 undervotes), 14641 registered voters, turnout 22.42%

Lach Litwer	1330	48.28%
Mike Fox	1412	51.25%
Write-in	13	0.47%
Total	2755	100.00%
Overvotes	11	
Undervotes	517	

I certify the votes recorded on this abstract correctly summarize the tally of votes cast at the May 18th, 2021 Special District Election.



Brian Beebe, Director Records/Assessment



DRAFT AGENDA

2021 PNWA Summer Conference

Via Zoom
June 22-24, 2021

Tuesday, June 22

- 10:00 am PNWA Executive Committee Meeting
** Executive Committee Members only **
- 1:00 pm Welcome to the 2021 PNWA Summer Conference
Dave Harlan, Special Projects Coordinator, Port of Toledo & PNWA President
Kristin Meira, Executive Director, PNWA
- 1:15 pm [Wade Morefield, MARAD](#)
Federal Grants and Technical Resources for Ports
- 2:00 pm James Thompson, Washington Public Ports Association
[Mark Landauer, Oregon Public Ports Association](#)
- 2:45 pm Break
- 3:00 pm Rep. Cathy McMorris Rodgers (R, WA-5)
- 3:30 pm [Heather Haugland, McKinley Research](#)
Gary Frommelt, American Queen Steamboat Company
Scott Bauby, American Cruise Lines
Columbia & Snake River Passenger Vessels – Industry Update
- 4:15 pm Break
- 4:30 pm Happy Hour

Wednesday, June 23

- 1:00 pm [Amanda Siok, FEMA](#)
Kate Grant, FEMA
Cascadia Subduction Zone Earthquake: Impacts, Exercise, and Risk Reduction
- 1:40 pm [Glen Squires, Washington Grain Commission](#)
Wheat Industry Key Issues and Projects Update
- 2:00 pm [John Hairston, CEO, Bonneville Power Administration](#)
- 2:35 pm [Kurt Miller, Northwest RiverPartners](#)
Northwest Dams in 2021: The Battle for Hearts, Minds, and Policies
- 3:05 pm Break
- 3:15 pm Inland Ports & Navigation Group (IPNG) Meeting
** All PNWA members invited to attend **

Thursday, June 24

- 1:00 pm [Kim Kratz, NOAA Fisheries](#)
NOAA Fisheries top priorities for salmon recovery in the Pacific Northwest
- 1:30 pm Megan Cotton, Washington State Department of Transportation
Trevor Sleeman, Oregon Department of Transportation
- 2:15 pm Break
- 2:20 pm Mark Mahoney, Anchor QEA
Kim Marcotte, Anchor QEA
Bill Hanson, Great Lakes Dredge & Dock Co.
- 3:05 pm Break
- 3:15 pm PNWA Board of Directors Meeting - **all are welcome**
- 5:00 pm Meeting adjourned

**See you at PNWA's 2021 Annual Convention!
Tuesday October 19 - Thursday October 21
Heathman Lodge in Vancouver, WA**

Memorandum

To: Port of Hood River Commission
From: Marla Harvey, Energy Coordinator, MCEDD
Date: June 9, 2021
Re: Energy Council Statement on Energy Policies and Programs

Overview:

At their April 8, 2021 and May 13, 2021 Energy Council meetings, the Hood River County Energy Council recommended the following strategy for Energy Council engagement on energy program and policy related items.

1. Develop and approve an Energy Council program and policy statement that details the elements of policies and programs that support moving toward the Energy Council's goals. Review strategy and statement with governing bodies to ensure agreement. If approved, this would give the Energy Council the ability to write letters of input indicating how elements of proposed legislation or programs are in line with the statement and further the goals of the Hood River County Energy Plan. The Chair and two Energy Council members would approve letters if discussion at an Energy Council meeting is not possible.
2. Share with governing bodies when the Energy Council sends a letter of input but do not request independent governing body letters of support. Partners may independently request governing body support if desired understanding that governing bodies may not have interest or capacity to engage.

The Energy Council agreed to the statement (see attached) and requested review and input from the governing bodies before moving forward. It is a reflection of the goals and strategies of the Hood River County Energy Plan. Item 2 d) expands on the Energy Plan's strategies around reducing energy burden and expanding access and reflects the specific language in the Hood River County Energy Council Organizational Guidelines approved by the Energy Council in 2019.

Please see meeting memos, relevant minutes, and Energy Council Organizational Guidelines for additional context.

Request: Please provide input on whether you are comfortable with the Energy Council writing letters of input to highlight areas where policies do or do not achieve Energy Plan goals as reflected in the Policy and Program statement.

**Statement of The Hood River County Energy Council on Energy Policies and Programs
Energy Council Recommended Adoption: May 13, 2021**

The Hood River County Energy Council (Energy Council) is a community-led advisory body supporting implementation of the Hood River County Energy Plan (Energy Plan) in collaboration with the governing bodies that adopted the plan: Hood River County, the City of Hood River, the Port of Hood River, and the Port of Cascade Locks. The Hood River County Energy Plan is a blueprint to improve community resilience, increase energy independence, and increase economic benefits related to energy use in Hood River County while reducing emissions from the burning of fossil fuels. The Energy Council advances the goals and sets strategies to meet the goals of the Energy Plan.

The Hood River County Energy Plan includes the following goals:

Goals:

1. **Reduce fossil fuel use in Hood River County.** 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.** Generate 50% of the county's energy needs from 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 an 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.

*Local is defined as owned and operated in Hood River County.

The Energy Council supports policies and programs that would help the community meet the vision and goals of the Energy Plan, and include some or all of the following elements:

1. Enhance the role of communities in energy program and system development and decision making¹.
2. Energy policy and program decisions that support additional community and environmental benefits for residents of Hood River County including:
 - a) Enhancing disaster preparedness (particularly ice storms, wildfires, droughts, and extreme heat events) and energy resilience in Hood River County.
 - b) Encouraging meaningful economic development through energy investments, by creating local revenue, savings, or jobs in Hood River County.
 - c) Increasing energy reliability and stability of energy systems in Hood River County.
 - d) Addressing the problems of, reducing disparities for, and expanding access to underserved and rural communities of color, people with disabilities and people experiencing energy burden in rural Oregon and Hood River County.
 - e) Supporting robust multi-modal transportation networks in Hood River County.
3. Supports or creates financial vehicles and programs that incentivize and catalyze investments in beneficial energy systems, particularly community supported developments that could be used in Hood River County.
4. Encourages greater transparency in energy systems and decision making.
5. Encourages greater education and participation of residents and businesses on beneficial energy systems.
6. Enables planning techniques and infrastructure that result in a built environment that reduces emissions generating activities in Hood River County.
7. Enhances energy codes or incentivized pathways for going beyond state energy code applicable to Hood River County.

The Energy Council does not make policy or related decisions for public entities.

¹ Energy programs and policies are considered any system, program, policy, or public infrastructure that relates to energy use including but not limited to energy infrastructure (like renewable energy and storage), transportation infrastructure (like public transit, bike lanes, roads, and fueling infrastructure) or programs and policies that affect energy access and use.

Memorandum C

To: Hood River County Energy Council
From: Marla Harvey, Energy Coordinator
Date: April 2, 2021
Re: Energy Council Policy Engagement Strategy

Overview:

There has been consistent interest among some Energy Council members for the Energy Council to engage in state and federal policy making conversations. Energy Council members have expressed that this is important to support having a more robust rural perspective in the conversation and recognize that the policy framework that is developed will impact the tools available in Hood River County to meet the goals of the Energy Plan.

Policy advocacy and engagement is not included in the 2019-2021 Work Plan. Up until now, policy engagement has been ad-hoc. Staff requests Energy Council discussion on an approach for policy engagement based on the Energy Council's role in the community.

Energy Council Role:

The Energy Council is an advisory body focused on implementation of the Hood River Energy Plan in partnership with the governing bodies that formed it. The Energy Council does not make policy or related decisions for public entities and is not an independent organization.

Policy Engagement Challenges:

- **Governing Body Perspectives:** Given their diverse priorities, governing bodies may have concerns with energy policy related activities not apparent to Energy Council members. Because of its local government connection, Energy Council engagement on politically sensitive items may be controversial and distract from implementation activities.
- **Resource Use:** Energy Council members and staff are supporting a robust work plan along with monthly meetings. Reviewing legislation, vetting policies with the Energy Council and local governing bodies and developing letters of support reduces time available to make progress on existing priorities. Staff does not have capacity to lead or participate deeply in legislative efforts in order to understand the ins and outs of legislation to provide meaningful feedback or to identify areas of concerns.
- **Timing:** Legislative processes can move quickly and immediate action is often required in order to weigh in on processes. This is very challenging for staff and governing bodies given limited capacity and timing of meetings.

Possible Strategies:

1. Offer Energy Council meetings as an opportunity to learn about relevant legislation Energy Council members deem as critical and allow individual members to engage independently. Provide space for partners with energy policy and legislative expertise to participate.
2. Focus on input requested by governing bodies on energy related legislation or policy and its impacts on Energy Plan Implementation and be responsive as information requests occur.
3. Develop a policy sub-committee made up of Energy Council members that develops a recommendation for a limited number of policy items that have the most impact on opportunities for implementation of the Energy Plan. The Committee's role could include some or all of the following roles:
 - A. Make recommendations to the Energy Council at the start of each session on priority bills the Energy Council should consider engaging with, focusing on impacts on Energy Plan implementation. With Energy Council concurrence, share this with governing body staff for consideration.
 - B. Write letters of support based on this approved agenda noting the impacts of legislation or policy on implementing the goals of the Energy Plan.
 - C. Lead the conversation at the Energy Council level and the governing body level (if requested by entity).
 - D. Track priority bills and identify when changes are made or input is needed.

Note: Governing bodies have already shared that their representative on the Energy Council must review all letters signed by the Energy Council in support of policies and the City of Hood River requested reviewing all letters prior to submission.

Recommendation: Staff recommends a combination Strategies 1 and 2 as the course of action that best meets capacity needs for our overall workload.

Request: Please provide guidance to staff on how to proceed and consider the following questions as they pertain to the options noted above:

1. Do Energy Council members have capacity to lead the given policy engagement strategy? If so, what members will take the lead?
2. How often does the Energy Council want to hear updates on legislative activities? Does the Energy Council and City Council need to hear updates to legislation if amendments are made?
3. With the capacity constraints we have, how does the Energy Council want to prioritize bills it will engage around?

HRC Energy Council Meeting Minutes April 8, 2021 Regarding Policy Engagement

VII. POLICY ENGAGEMENT (*Memo C*):

Staff summarized goals and problems with legislative policy engagement (See Memo C).

After discussion of partnerships or individual ad hoc engagement, it was agreed that HRCEC should follow Commissioner Perkin's suggestion: frame comments as "letters of input" with a list of key principles followed by a statement of the ways in which these principles are supported by the proposed legislation.

- Such letters would represent HRCEC only; they may be forwarded to the governing bodies informatively
- Mayor McBride will ask the City Council informally if, given a list of HRCEC key principles or criteria, could such letters of input also represent the City of Hood River? Alexia Kelly recommended HRCEC ask its partners to flag energy-related bills for input. If a partner should want more than Energy Council to weigh in, partners are encouraged to communicate directly with governing bodies understanding governing bodies may not have capacity to weigh in. Matt King, Eric Strid, and Alexia Kelly will draw up a list of "key principles" for legislative input.

Memorandum A

To: Hood River County Energy Council
From: Marla Harvey, Energy Coordinator
Date: May 10, 2021
Re: Energy Council Policy Statement

Overview:

At the April Energy Council meeting, the Energy Council recommended the following approach for Energy Council engagement on policy related items.

1. Develop and approve an “Energy Council policy statement” that details the elements of policy that support moving toward the Energy Council’s goals. Review strategy and policy statement with governing bodies to ensure acceptance.
2. Rely on partners with energy policy and legislative expertise to recommend energy policies for Energy Council attention that are in line with agreed upon Energy Council policy statement. Energy Council Sub-Committee drafts letters.
3. Continue to use Energy Council meetings as a venue to learn about relevant legislation and make recommendations on Energy Council support focused on elements of the policy statement agreed to.
4. Share with governing bodies when the Energy Council sends a letter of support but do not request independent governing body letters of support. Partners may independently request governing body support if desired understanding that governing bodies may not have interest or capacity to engage.

Policy Statement

Staff drafted a Policy Statement for consideration and shared it with Energy Council members, Eric Strid, Alexia Kelly, and Matt King for feedback. The draft is attached for Energy Council consideration.

Request:

1. Staff requests input from the Energy Council on the proposed policy statement.
2. Given limited staff capacity, staff requests Energy Council participation in a sub-committee willing to vet policies for Energy Council consideration, draft or review letters of support, or answer governing body member questions related to Energy Council supported policies if prompted.
3. Staff requests governing body representative support in collecting governing body input on the statement and approach.

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2021 Waterfront Summer and July 4th Weekend Plan

Key Issue Addressed: Restrooms, Trash, Signage, Parking, Lack of Port Facility Crew Available

Meeting Attendees: Michael McElwee, John Mann, Ryan Klapprich, Daryl Stafford

Waterfront Summer Plan as of 6/15/21

1. Staffing

- a. June 15th- Facility Summer New hire scheduled to start.
 - i. Marina Moorage Public Restrooms will reopen.
- b. Hoping to hire 3 additional Facility Summer help.
 - i. If this happens then:
 1. Marina Boat Ramp and Marina Beach restrooms will reopen.
 2. Trash Can service will resume on the Port Waterfront.
 3. Marina Park Picnic Shelter will reopen for reservations and events.
 - ii. If this does not happen then:
 1. Marina Beach and Boat Ramp restrooms will remain closed for the summer.
 2. Trashcan service will not resume on Port Waterfront property.
 3. Marina Park Picnic Shelter will remain closed for reservations and events for the season.

2. Waterfront Port-a-potty Update

- a. Purchase of additional Port-a-potties a now on back order for minimum of 3 months.
- b. Any additional Port-a-potties will need to get rented from Bishops.

July 4th Weekend Plan

1. Proposals to reduce workload on Facility Staff for the Holiday weekend

- a. The majority of sign/parking barricade set up and staging will take place on Friday, July 2nd during regular work hours.
- b. Facility Staff for the weekend will be limited to those who are normally scheduled, additional staff will not be working.
- c. Weekend Facility Crew will not be taking an enforcement roll during the 4th.
- d. Priority for regular weekend staff will be to monitor restrooms and trash throughout the day.
- e. Extra dumpster emptying service scheduled for Saturday to reduce possibility of trash overflow requiring staff clean up.
- f. Emergency Port on call Facility person will be available weekends and evenings for troubleshooting.

2. Parking Enforcement & Night Security: Both departments will work regular shifts on the 4th.

- a. Parking Enforcement will focus on keeping emergency lanes open.

- b. Night Security will issue warnings, not tickets, on the night of the 4th.

3. Overnight Camping

- a. No overnight camping/parking on Port Property on the 4th of July. This will reduce the Facility Department workload for massive clean-up and enforcement. More people staying on the property creates more work for the crew.

4. The Spit

- a. Access will be closed to the public and concessions starting Saturday Morning, July 3rd, and remain closed until Monday morning July 5th.
- b. The Lions Club will provide dumpsters at the Hook and clean up surrounding area before vacating on Monday morning.
- c. Kite the Gorge will not be using their location at the Spit from noon Saturday until late morning Monday. They will continue to teach lessons and run their operation from the South Basin Dock.

5. Lot #1-

- a. Will be open all days over the weekend.
- b. Parking will be free all day on Sunday, July 4th.
- c. Signs will be placed around perimeter- "No Fireworks".
- d. Additional signs "No Overnight Parking" will be put up around area.
- e. Reader Board will be programed for use at Lot #1. Message will say:
NO OVERNIGHT PARKING
NO CAMPING
NO FIREWORKS
- f. 3 large dumpsters will be brought in on Friday and removed on Monday.
- g. 4 Port-a-Potties will be brought in Friday-Monday and rented from Bishops.

6. Event Site & Event Site Parking Lot

- a. Event Site Booth will be open and charging for parking until late afternoon.
- b. Additional dumpster will be brought in on Friday and Removed on Monday.
- c. Entrance chain will go up at 9pm, same as any other day.
- d. Restroom will get locked by Doug, our Event Site Host, at 11p.m.
- e. Same number of port-a-potties as any other day.
- f. Access to the Sandbar will be closed at 7p.m. on the 4th.
- g. Kiteboard launching and landing from the Event Site beach and grass is prohibited.

7. Port street parking

- a. Free all day on the 4th.

8. Entrance to Port office and Marina Basin- Button Bridge Intersection

- a. Reader board will be placed at the entrance of the Marina near the intersection.
NO OVERNIGHT PARKING
NO CAMPING
NO FIREWORKS
- b. Barricades will get set up at the entrance to the Port Office.

- c. Facility weekend crew will put up lot full signs around 7pm (or the end of their shift) near the entrance to the boat ramp and near the entrance to the DMV/Old Chamber building parking area.

9. Marina Beach, Park and Moorage

- a. Metal Gate will remain open the night of July 4th.
- b. Marina Moorage Restroom will be open. Kenton will close by midnight.
- c. Marina Beach & Boat Ramp restroom will remain closed. Additional Port-a-potties will be brought in from Bishops, 1- Marina Beach, 1- Marina Point.
- d. Picnic tables will be spread out on green space at Marina Park.
- e. Picnic shelter will be open with no reservations accepted.
- f. Additional dumpsters will be located added. 1- Marina Moorage, 1- Marina Beach, and 1- Marina Point.
- g. Safety Zones will get set up for areas identified by the Eyeopeners at Marina Swim Beach to keep people from setting up in areas where embers falling would pose danger. Weekend Facility Crew will do this on Sunday morning.
- h. The sandy area of the Marina Beach as identified by the Lions Club will be closed at 7p.m. on July 4th , along with kiteboarding launching and landing.

10. Hook

- a. 2 Port-a-potties, 1 additional brought in from Bishops.
- b. 1 small dumpster
- c. Gate will remain open all night on the 4th.

11. Port Staff to be included on sharing of this information:

- a. Parking Enforcement
- b. Facility
- c. Kenton
- d. Event Site Host
- e. Port Management

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June 14, 2021

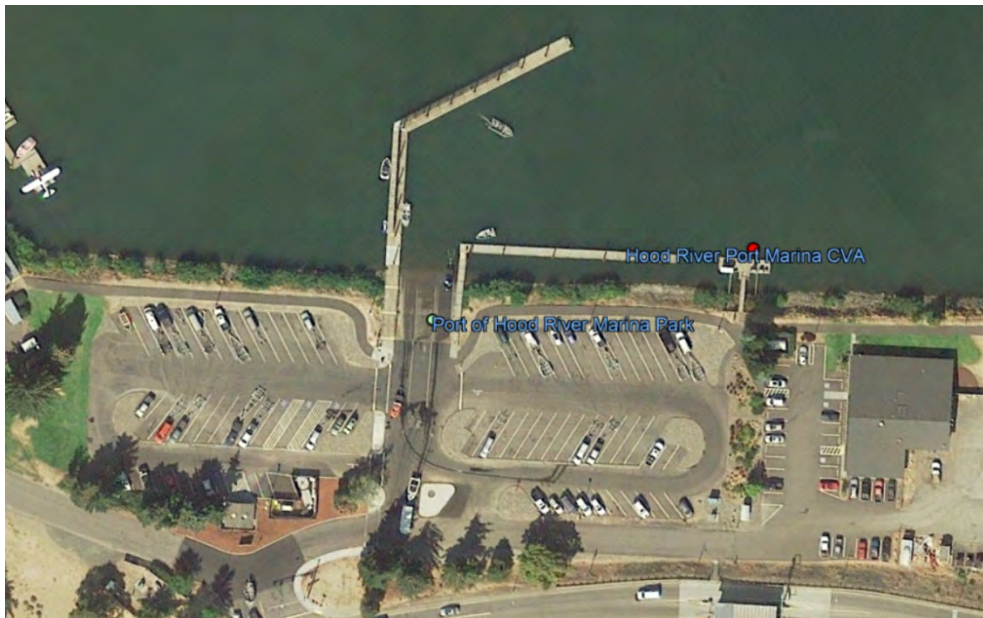
Item No. and Grant No. 1691

PROJECT IDENTIFICATION

Applicant Name: Port of Hood River
Applicant Contact: Michael McElwee, Executive Director
Project Name: Port of Hood River Marina Boarding Dock and Abutment Replacement Project
Evaluation Score: 289

GEOGRAPHIC LOCATION

GPS Location: Latitude:45.712N; Longitude: - 121.502W
Waterbody and mile: Columbia River, river mile 169
Location: From I-84 take Exit 64. Turn north on Butler Bridge Rd. Turn left on E. Port Marina Dr.



NEED

The Hood River Marina has a variety of amenities that includes a two-lane boat ramp, boarding docks, short term tie-up dock, on water marine fuel station, pumpout and dump station, flush restroom, asphalt parking, marina, windsurfing/kiteboarding beach, picnic areas and trails. The location is a popular destination for cruising, sailing, windsurfing, kiteboarding, kayaking, stand up paddle boarding, and angling. The diversity of boating activities and site amenities attracts boaters to area.



This is the last of the 1970s era boating facility on the Columbia River Gorge to have concrete boarding docks. The concrete docks are in poor condition. The docks are tall and unless you have a very long inseam you cannot step onto them from the boat ramp. Instead, you must walk up the boat ramp to get onto the docks. This takes more time when loading, unloading launching and retrieving your boat. The abutments are severely cracked, joints and hinge connections are damaged and significant gaps and lips are barriers for accessibility.

The Port hired a consultant to design the left side of the docks to allow utility connections and smooth transition to the short-term tie-up docks. These docks will be wider than the standard six-foot boarding docks. The Port will use OSMB’s standard design for the right side of the boarding docks.

<i>Nearby Facility</i>	<i>River mile-Location</i>	<i>Site Attributes</i>
Mayer State Park	River mile 181 East	2-lane boat ramp, boarding docks, vault toilet, 26 boat trailer parking stalls, overflow parking
Bingen Boat Ramp	4 miles Northeast	Washington facility

SUPPORT AND USE

Port of Hood River estimates 2,950 boaters use the Hood River Marina ramp and 500 moors overnight per year currently.

2017 Triennial Survey Data	232,787 total use days from I-5 Bridge to Bonneville 45,745 total use days from Bonneville to The Dalles
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Port of Hood River identified boating activities taking place at Hood River Marina. Green=High use Yellow =Medium use Red=Low use

Month	Boating Activities						
	Fishing	Watersports (ski/wake)	Cruising	Sailing	Flat water paddling	White water paddling	Other
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							

Other:

Month	Boating Use Monthly Totals Equals 100%											
	Open motor boat	Jet boat	Cabin Cruiser	Pontoon	Sail	PWC	Drift	SUP	Raft	Kayak	Canoe	Kite/sail board
Jan	83		10		5			1		1		
Feb	83		10		5			1		1		
March	52	5	20	1	15	5		1		1		
April	47	5	20	1	20	5		1		1		
May	47	5	20	1	20	5		1		1		
June	47	5	20	1	20	5		1		1		
July	47	5	20	1	20	5		1		1		
Aug	47	5	20	1	20	5		1		1		
Sept	47	5	20	1	20	5		1		1		
Oct	80	1	10	1	5	1		1		1		
Nov	83		10		5			1		1		
Dec	83		10		5			1		1		

Public comment: A total of three (3) comments were received from the public for this project. All were supportive and expressed a desire to see safer boarding docks installed.

Type of Support	Source of Support
Marine Patrol	Email
Hood River Yacht Club	Email
Washington Department of Fish and Wildlife	Letter

APPROACH

The Port will follow their procurement practices to have the docks fabricated and delivered. Port staff will remove and dispose of existing boarding docks and abutments. A contractor will be hired

to install the abutments and boarding docks. Port staff will provide administrative oversight and consult with OSMB staff during the process.

EXPECTED RESULTS

Improved accessibility with the new boarding docks and improved efficiency when launching and retrieving a boat.

OBJECTIVES

Replace boarding docks and concrete abutments with ADA compliant docks.

USEFUL LIFE

The boarding docks have an anticipated useful life of 20-30 years based on documented useful life of similar construction in Oregon.

20-YEAR GRANT HISTORY

<i>Biennium</i>	<i>Scope</i>	<i>OSMB State & Federal Funds</i>	<i>All Match</i>	<i>Total Project Cost</i>
09-11	Replace pumpout and dump station	\$10,022.50-BFG \$30,067.50-CVA	\$1,724.00-Port	\$41,814.00
15-17	Replace fuel dispenser at fuel dock	\$6,961.00-BFG	\$6,961.05-Port	\$13,922.05
17-19	Repair short term tie-up dock electrical boxes, reduce island sizes in parking area	\$8,425.20-BFG	\$7,635.77-Port	\$16,060.97

BUDGET NARRATIVE

The budget is developed utilizing statewide and regional unit pricing that OSMB staff have collected and maintained for dock fabrication. The Port has hired a consultant to customize the boarding dock design for the left side of the docks for utilities and smooth transition to the short-term tie-up dock. In addition, the Port is providing labor and equipment to remove and dispose of the existing docks and administrative oversight. The Port will consult with OSMB staff during the process.

MATCH AND PARTNERS

<i>Source</i>	<i>Amount</i>	<i>Percentage</i>
Port-Administrative match	\$24,696.00	8.4%
Port-Force account match	\$9,250.00	3.1%
Port-Cash match	\$127,646.00	43.4%
OSMB Boating Facility Grant Funds - State	\$132,300.00	45.1%
<i>Match Total</i>	<i>\$161,592.00</i>	<i>54.9%</i>
<i>OSMB Total</i>	<i>\$132,300.00</i>	<i>45.1%</i>
<i>Grand Total</i>	<i>\$293,892.00</i>	<i>100%</i>

FEES

Port of Hood River currently does not charge a fee at the Hood River Marina Ramp. The owner does not anticipate modifications to the user fees. Port of Hood River currently receives \$6,100.00 in Maintenance Assistance Grant (MAG) and \$900 federal Clean Vessel Act (CVA) funding which they match with a minimum of \$4,066.67 in state and \$300 in federal resources.

TIMELINE

Bid opening and contract awarded	October 2021
Fabrication and delivery of boarding docks	November 2021-March 2022
Site preparation by Port staff	March 2022
Contractor to install abutments and docks	April 2022
Project completed	May 2022
Final reimbursement submitted	June 2022

STAFF RECOMMENDATION

The boarding docks are approximately 50 years old. The docks are in poor condition, with lips, gaps and uneven surface that are barriers to accessibility. The Port will utilize standard boarding dock design for the right side of docks and customize the left for utilities and transition to the short-term tie-up docks.

Staff recommends the Board authorize Facility Grant 1691 in the amount of \$132,300.00 Boating Facility Grant funds to match \$161,592.00 of applicant match as identified in the budget. The total project cost is \$293,892.00.

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Oregon

Kate Brown, Governor

Department of Environmental Quality
Eastern Region
475 NE Bellevue Drive, Suite 110
Bend, OR 97701
(541) 388-6146

June 9, 2021

Michael McElwee
Port of Hood River
1000 East Port Marina Drive
Hood River, OR 97031

**RE: No Further Action Determination, Former Luhr Jensen & Sons, Inc. Facility
400 Portway Avenue, Hood River County Tax Lot 114
Township 3 North, Range 10 East Section 25, Hood River, Oregon, Hood River County
ECSI #2992**

Dear Mr. McElwee:

The Oregon Department of Environmental Quality (DEQ) has completed a review of the available information submitted to DEQ on your behalf. The Port of Hood River (Port) property that was formerly known as the Luhr Jensen & Sons, Inc. facility (Site) located at 400 Portway Avenue is comprised of Hood River County Tax Lot 114, Township 3 North, Range 10 East, Section 25, in Hood River, Oregon. The Site is also identified in the DEQ Environmental Cleanup Site Information (ECSI) database as Site No. 2992.

DEQ has determined that the Site investigation and stormwater conveyance cleaning and sediment removal activities were sufficient and that no further action is required. This no further action determination is based on the DEQ regulations and the facts as we now understand them including, but not limited to the following:

- Past use resulted in elevated concentrations of metals and solvent-related compounds in Site stormwater discharge.
- Site soil and groundwater have not been impacted above DEQ risk-based concentrations.
- Site remedial actions included the cleaning and sediment removal from the Site stormwater conveyance system and was confirmed with video evidence.
- Likely future Site use will remain in light industrial use for the foreseeable future.

Based on the available information, soil, groundwater, and stormwater conditions at the Site are currently protective of public health and the environment in accordance with Oregon environmental cleanup law, Oregon Revised Statutes (ORS) 465.200 et seq. The Site requires no further action unless new or previously undisclosed information becomes available, or there are changes in site development or land and water uses, or more contamination is discovered. DEQ will update the ECSI System database to reflect this decision.

No Further Action Determination
Port of Hood River Property (Former Luhr Jensen & Sons, Inc.)
Hood River, OR
ECSI #2992
June 9, 2021
Page 2

This letter only applies to the release discussed above. If any contaminated media is encountered in the future, it must be handled and disposed of in accordance with local, state and federal regulations.

A copy of the staff memo supporting this No Further Action decision can be viewed in the ECSI database on-line at <https://www.deq.state.or.us/lq/ECSI/ecsiquery.asp> under Site ID 2992. DEQ recommends keeping a copy of all of the documentation associated with this remedial action with the permanent facility records. If you have any questions, please contact me at 541-633-2012, or via email at david.anderson@deq.state.or.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Anderson', written in a cursive style.

David Anderson, Manager
Eastern Region Cleanup Section

cc: Jill Betts, Coles + Betts Environmental Consulting, LLC (Electronic)
File ECSI #2992

Commission Memo



Prepared by: Genevieve Scholl
Date: June 22, 2021
Re: 2021-2016 Strategic Business Plan Approval

Commission review and discussion of the final draft of the text of the 2021-2026 Strategic Business Plan is a Discussion Item for tonight's meeting. As noted in the prior memo, graphic design and layout work has begun, and sample pages were provided to illustrate the overall style guide for the final publication.

Formal Commission approval of the Plan text requested during tonight's meeting, with changes or edits as received during discussion. Additionally, Commission consensus on the overall look and feel of the style guide would also be helpful at this time to keep publication timelines on track for publication before the end of the fiscal year, June 30.

This effort began in 2019 and was funded in large part by a grant from Business Oregon's Port Planning and Marketing Fund. The grant deadline was extended to accommodate delays in the update process that resulted from COVID-19 pandemic response.

RECOMMENDATION: Approve 2021-2016 Strategic Business Plan ["as amended" if changes were made during Discussion].

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Commission Memo



Prepared by: Fred Kowell
Date: June 22, 2021
Re: PSquare LLC, Task Order 1 Amended

Task Order 1 is an annual maintenance support contract with PSquare that allows for a constant monitoring of the electronic tolling system lanes, hardware, mobile app, and back-office support. This maintenance contract monitors and supports the entire electronic tolling system that has been implemented which includes file transfers, alerts, invoice production, validation returns, reports and coordination with Collections and DMV to place registration holds. This monthly billing will be 1/12 of \$128,000 which will be for the support and maintenance portion of the contract, while PCI compliance will be billed as this project is completed.

We were not able to get to the PCI compliance update audit this year, so the Port did not expend this portion of the current (FY 2020-21) contract, such that it is being included in the contract for next year. Project support will be billed as projects come forward or project management is needed with AET, NIOP (National Interoperability), WRTO (Western Region Interoperability – 6C), Port of Cascade Locks assistance, Twilio implementation or the ODOT interface. We are currently waiting on ODOT to move forward with their programming for the truck component of this interface to be completed.

I have attached a report that denotes all the scope of work performed by PSquare.

The Port has been very successful in the development of the tolling system with P-Square. The system we have in place today allows the Port to start discussions with other agencies who are looking for an alternative to funding needed capital improvements for their bridges.

The Port's back-office system is a marketable product, with the Port ownership of the code to which allowed us to provide service to the Port of Cascade Locks and potentially to others. Once the system becomes fully integrated with Oregon DMV and Collections (Duncan Solutions), the Port's system can assist agencies throughout the state, and this contract will allow for us to do just that.

RECOMMENDATION: Approve renewal of Task Order 1 with PSquare LLC for ongoing maintenance, support, PCI compliance and project management of the Breezeby electronic tolling system, , not to exceed \$198,000.

TASK ORDER 1 - Amendment

SCOPE OF SERVICES for ELECTRONIC TOLLING SYSTEMS SUPPORT AND MAINTENANCE

June 18, 2021

This Task Order No. 1 – Amendment pertains to a Personal Services Agreement, (“Agreement”) by and between Port of Hood River, (“Port”), and P-Square LLC (“Consultant”), dated August 11, 2020 (“the Agreement”). Consultant shall extend support Services on the project described below as provided herein as the Agreement for the Period July 1, 2021 to June 30, 2022. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall pertain to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port has upgraded its toll collection system due to the obsolescence of the Windows XP operating system and the inability of acquiring legacy consulting assistance. The new system hardware and software is similar in functionality to what as in operation before. However, the Port has identified functions and features, such as a transition to multi-protocol sticker-style transponders, a violation processing system, a web portal, and a more robust customer service application that will be beneficial to our public.

The Port has procured P-Square Solutions LLC Services and has completed the migration to a new platform that will require ongoing system support for the lanes, loops, controllers, back office, web portal, and some development of the new systems. This contract will provide professional services support for the new system and related enhancements that will be beneficial for future development efforts. This agreement relates to the system application support that is warranted and continues to be an ongoing benefit to the Port. This agreement gives the Port continued access to specialized expertise for quality control over the project management, business rules development and support of our major system application.

PART 2.0 SCOPE OF SERVICES

Task 1: Tolling Systems Upgrade Support

The Consultant shall perform additional tasks, within the total authorized fee amount, and as requested by the Port staff:

- Continued support of existing functionality of equipment and back-office systems. The specific maintenance of the system specified in Exhibit A System Support Tasks
- Continued development of existing back office system to allow more efficient operation of tolling activities.
- Continued support to the AVC functionality and operations as well as the interface with the back-office system.
- Continued support to Web Portal and Mobile App and its interfaces.

- Continued assistance in the development of business rules that relate to best business practices and allows a more efficient and effective transition to the next phase of implementation.
- Advise the Port on all tolling technology enhancements and compatibility issues that arise due to federal, state or regional technical standards. Participate on behalf of the Port in WRTO and NIOP interoperability discussions.
- Continued trouble shooting of issues that arise due to known and unknown events such as power failures, user errors, and software updates.

Assumptions

The following assumptions are made:

- All deliverables shall be electronic in MS Word and/or PDF format.
- Consultant's tolling staff will communicate with Port staff in monthly meetings via a phone conference and the internet.
- Electronic copies or hard copies of Tolling Systems Vendor submissions shall be made available by Port.
- The total level of effort for this Task Order is those services requested by the Port for the efforts shown herein, up to the not-to-exceed amount of the contract, with the exception travel and related costs when required by Port staff.
- Any Feature enhancements, business rules changes, operational efficiency improvements in existing back office system and tolling technology implementation changes which are outside the scope of work and capabilities of the existing system would be performed as task order on a level of efforts estimates and approvals from Port.

Deliverables

The following items shall be delivered to the Port:

- Summary notes for key correspondence with tolling vendor(s) in e-mail format
- Written deliverables in electronic format as requested
- BackOffice/Lane system software maintenance
- Mobile App Software maintenance
- Website Maintenance (Violations & Pay-by-plate)
- Collections interface and file transfers to Collections and DMV
- In-Lane Credit Card Toll Payment system maintenance
- AWS recurring service cost.

Task 2: Project Management & Administration

The Consultant shall provide professional support services and project management services provided by the Consultant including resolution of issues and trouble-shooting efforts to maintain an effective tolling system that has the current level of service and functionality to our customers today. Consultant shall:

- Provide monthly billings of services performed during the month as well as progress reports of issues that relate to the existing tolling system and enhancements of that system. Schedule updates shall be provided with month progress reports;
- Correspond with owner regarding planning and development tasks, billing, expenses, efficiencies and customer value and deliverables;

- Perform Quality Control (QC) testing before any patch or enhancement is updated to the production environment and communicating such deliverables to Port staff;

Deliverables

The following items shall be delivered to the Port:

- NIOP (National Interoperability) and other consulting support
- Invoices and progress reports
- Conference/meetings as necessary

PART 3.0 PORT’S RESPONSIBILITIES:

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

PART 4.0 PERIODS OF SERVICE:

This contract is for the period starting July 1 2021 and ending June 30, 2022. Notice to proceed to Consultant is assumed to be not later than July 1, 2021.

PART 5.0 PAYMENTS TO CONSULTANT:

The total professional service fees for labor for this Task Order No. 1 shall be a not-to-exceed amount of \$198,000. The monthly billing will be for 1/12 of the \$128,000 annual support, while PCI compliance security testing is billed based upon successfully complying with PCI standards and billed separately. Tolling system consulting will be billed separately as projects move forward and Port requests are fulfilled. Travel and related expenses or equipment costs are to be billed separately and will be reimbursed at cost. These costs are not part of the not-to-exceed amount of this Task order project.

SYSTEM MAINTENANCE (Jul 1, 2021 – Jun 30, 2022)	2021-22
BOS/Lane Software Maintenance (FY2021)	\$ 128,000
PCI Compliance – Security Policy, Testing, Monitoring and Alerts	\$ 35,000
Tolling System Consulting – System Security enhancements, SOW Development, NIOP, WRTO Participation, MOU assistance for POCL integration	\$ 35,000
System Maintenance Amount Year 2021 -2022	\$198,000

PART 6.0 OTHER:

Licenses are kept in the Port's name but are purchased through P-Square. This cost is \$30,000 per year.

This Task Order is executed this _____ day of _____, 2021.

PORT OF HOOD RIVER
"Port"

P SQUARE SOLUTIONS LLC.
"Consultant"

BY: _____

BY: _____

NAME: Michael McElwee

NAME: Reddy Patlolla

TITLE: Executive Director

TITLE: President

ADDRESS: 1000 E. Port Marina Drive
Hood River, OR 97031

ADDRESS: 307 Fellowship Road,
Suite 104
Mount Laurel, NJ 08054

Exhibit A – System Support Tasks

Proactive System/Application Monitoring

1. Monitor Infrastructure Alerts (Network, Servers) alerts from Nagios including PING, Server Storage, Status
2. Monitor alerts in Vcenter. Configure email alerts from Vcenter.
3. Monitor alerts in CMC (Dell VRTX Chasis Management Console)
4. Monitor Application Alerts and resolve any issues.
5. Maintain a Staging Environment and a Production Environment within the POHR Infrastructure for Pre-Production Testing.
6. P-Square also maintains within its environment a Dev and Integration Environment to test out any bug fixes, enhancements.
7. Maintain the ETH and ECS Source Code in the Bit Bucket for Rollback purposes
8. Maintain a DevOps Server to manage continuous development and deployment into all the environments.
9. Maintain an Accurate Network Drawing with all information
10. Maintain Firewall and Segment networks and specific port level access control and maintain the security.
11. Monitor Active User List and Unauthorized Access Attempts.
12. Monitor Database Statistics with special emphasis on Performance (Using *EDB Postgres Enterprise Manager* or PEM).
13. Monitor Web Portal using a Web Monitoring Tool that alerts when access is unavailable.
14. PCI Monitoring and Risk Management - identifying changes to system required to meet the quickly evolving Security risk vectors.
15. Maintain an Acronis backup server to manage on-prem and cloud backups.

Preventive Maintenance

1. Install Security Patches **Monthly** to all the ETH and ECS Servers and all the Supporting Server Operating Systems, Databases, etc. Install them in the Staging Environment first and validate before moving the patches into production.
2. Deploy Application Updates to match new Operating/Database System Versions.
3. Update Web Application, Mobile Application, and Web Server Configuration to address any issues identified by independent Third-Party External Penetration Testing a PCI Requirement.
4. Review results of Third-Party Internal Penetration Testing and mitigate issues by enhancing firewall rules and developing plans to update software issues.

Corrective Maintenance

1. Perform Root Cause Analysis of Application/Data Related issues identified by the Monitoring Team or by the POHR Staff and mitigate them initially through data fixes, but ultimately through software bug fixes.
2. Identify Network/Access Control Issues and resolve them.

3. Identify COTS Hardware/Software Issues and coordinate with Manufacturer for resolving issues including faulty Hardware component replacement, firmware updates, OS/DB Patches, middleware upgrades/patches, etc.

Operations Support

1. P-Square provides operations support to generate email lists for customer campaigns
2. Provide Excel data summaries to the Finance Staff to reconcile Payments, Revenues, and Account Balances (Pre-Paid, Post-Paid, Pay-by-Plate, Unregistered Accounts, Collections, Overpayments, etc.).
3. Respond to questions from POHR Staff as and when required.
4. Perform ad-hoc training sessions for the POHR Staff when new features are introduced that might be helpful to operations.

ServiceDesk for Reporting Issues

1. Provide a tool for POHR Staff and the Internal P-Square/TDS Monitoring Staff to report issues, Change Management Tickets into a web-based tool

ETBOS Software Maintenance

1. As part of the ETBOS Software Maintenance, P-Square has a team of developers, solutions architects who are constantly working on new product features, integrations to enhance BOS Operations. This team diverts the resources to fix any bugs identified by the Onshore Maintenance Staff.
2. **Note:** *P-Square does not charge POHR any Annual ETBOS BOS Licensing Fees. For the BreezeBy Project, P-Square offers Software Assurance through its Annual Maintenance SOW.*

Lane Software Maintenance

1. While P-Square Focuses on the Host/BOS Software and the Infrastructure, P-Square Maintenance Price also includes Tier 2 Support for the Lane Controller by the Manufacturer, and P-Square Subcontractor, Transport Data Systems (TDS).

STAFFING

A modern BOS System requires IT Staff with a variety of expertise. P-Square maintains a variety of IT Professionals to support POHR.

- Maintenance Manager (Jithin Reddy)
- Business Analyst (Neetu Kantam)
- Database Administrator (Harish Bandaru)
- DevOps Engineer (Anson Peter Antony)
- Solutions Architect (Niyasi Pedyakkal)
- Subject Matter Expert (Shane Savgur)
- Offshore Team of Architects, Software Leads, DBAs, Developers, QA Testers

Commission Memo



Prepared by: Michael McElwee
Date: June 22, 2021
Re: FBO Agreement

The Fixed Base Operator (“FBO”) provides basic pilot services at airports. Large airports typically have several FBOs. For many smaller airports, the level and type of aviation activity is typically not high enough to support an FBO. Over the years, the Ken Jernstedt Airfield (“Airfield”) has demonstrated an activity level barely sufficient to support one FBO albeit with a monthly subsidy provided by the Port.

Hood Tech Corp., Aero, Inc. (“Tac-Aero”) is the current FBO and has served in that capacity since May 2016. According to FAA guidelines, the opportunity to serve as an FBO should be offered about every five years to allow for competition. On January 18, 2021, the Port issued a Request for Qualifications (“RFQ”) to businesses offering FBO services. A submittal from Hood Tech Corp., Aero, Inc. was the only response received.

The proposed new FBO agreement is attached. It includes several other associated agreements - a ground lease for a mobile structure that is used for extra office space storage, and a building lease for the White Hangar, currently used as an aircraft maintenance shop. Substantial changes were made to the terms of the proposed FBO Agreement itself, in part to respond to several issues identified by Commissioner Streich. These include:

- Termination of the Port subsidy (currently set at \$20,880 per year).
- Two-year term with a potential three-year extension based on mutual agreement.
- 120-day termination clause, with or without cause.
- Monthly reporting requirement with specific information requirements.
- Required business hours.
- Annual business meeting to review services provided and performance.

These changes are intended to decrease Port costs and increase the Port’s control and oversight of FBO responsibilities and the Airfield.

To effectuate the FBO Agreement three separate agreements are required:

1. FBO Agreement with Hood Tech. Corp., - Aero, Inc. which outlines the use of the FBO building and the operations allowed by the FBO.
2. Residential land lease which outlines the use of the land and office/storage trailer.
3. Hangar lease the Maintenance Hangar which serves as a location for maintenance services.

RECOMMENDATIONS:

1. Approve Agreement with Hood Tech Corp., - Aero, Inc., to provide Fixed Base Operator services at the Ken Jernstedt Airfield subject to legal counsel review and Executive Director approval.
2. Approve lease with Hood Tech Corp., - Aero, Inc. for the Maintenance Hangar at the Ken Jernstedt Airfield.
3. Approve land lease with Hood Tech Corp., - Aero, Inc. at the Ken Jernstedt Airfield.

FIXED BASE OPERATOR AGREEMENT

This **FIXED BASED OPERATOR ("FBO") AGREEMENT** ("Agreement"), effective July 1, 2021, ("Effective Date") is between **THE PORT OF HOOD RIVER**, a port district of the State of Oregon ("Port"), and **Hood Tech Corp., Aero Inc.**, an Oregon Corporation ("FBO").

RECITALS

- A. The Port and FBO wish to enter into an Agreement to allow the FBO to provide certain services typical of an FBO at the Ken Jernstedt Airfield in Hood River County Oregon (“Airport”).
- B. The FBO and the Port will enter into separate Lease Agreements for two additional buildings that are needed to accommodate the services required by this agreement.

1. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for two (2) years from the Effective Date ("Term"), unless sooner terminated under the provisions of this Agreement. Upon mutual agreement, Port and FBO may execute a three (3) year extension of this agreement through written amendment.

2. EFFECTIVE DATE

FBO will commence its FBO services at the Airport under this Agreement as of **July 1, 2021** and will continue to while the FBP continues to perform its duties during the term of this agreement.

3. PREMISES AND LEASE

The “Premises” included with this agreement are the Administration Building, four airplane parking spaces adjacent to the north of the Administrative Building and the vehicle parking located to the south of the Administration Building, Maintenance Hangar and Land lease area. These Premises are described in the attached **Exhibit A**. The table below summarizes the Premises and the Additional Leased Areas (“ALA”) which the FBO has leased from the Port by agreements attached as **Exhibit B (Land Lease) and Exhibit C (Maintenance Hangar Lease)**. Rent and terms for the ALA are specified in the Leases.

Building Name	Square footag e	Rental rate	Total monthly rent	Description	Lease Attached as Exhibit:
Administration Building	1,800	Included as part of FBO agreement.	Included as part of FBO agreement. FBO pays utilities.	Two private offices, open area, 2 restrooms	
Maintenance Hangar	4,000	Respondent to propose rate.	\$500/month	2 hangars, office area	D
Land Lease for residential trailer.	3,000	\$0.25/sf/year	\$750 per year		C

3.1 Administration Building. The Administration building is to be available as a public space to be used by both the flying public and the general public for purposes of promoting aviation education and programming. The Administration Building may house the FBO's offices, pilot services area and meeting room space as desired by the FBO.

3.1.1. Port obligations The Port will provide the following for the Administration Building:

- a. Routine maintenance, repair and replacement of all HVAC equipment
- b. Repair and maintenance of the exterior of the building including: painting, roof repair and replacement, window and door repair and replacement, drainage
- c. The Port shall provide utility services to the building including electrical, water and sewer.
- d. Replacement of carpet as needed.

3.1.2. FBO obligations The FBO will provide the following for the Administration Building:

- a. Payment of all utilities associated with the Building
- b. Repair and maintenance of the interior of the building including light bulb replacement, regular janitorial services, keeping the building in good condition and minor repairs.

4. AGREEMENT TO PERFORM FBO SERVICES

4.1 Port Waiver of Inconsistent Provisions of Minimum Standards

The Port expressly waives any term or provision of the Minimum Standards attached as Exhibit D, which is inconsistent with any of the terms or provisions of this Agreement. The Port reserves the right to amend and/or waive the Minimum Standards, or any portion thereof, with or without notice, whenever it deems such a waiver or amendment is appropriate with respect to the safe and efficient utilization of Airport facilities, to enhance orderly growth, to comply with federal, state or local government requirements, or to standardize operating and use requirements for all parties using the Airport.

4.2 Cooperation with Port on Noise and Other Issues

FBO agrees to cooperate with the Port in addressing the noise concerns of Airport operations.

4.3 Conduct of Business

FBO shall provide FBO Services to the public during regular business hours throughout the entire year and shall either have line services available at the Airport or on call to provide fuel services at all times. FBO shall provide for adequate personnel to maintain quality service to the public. The Port and FBO agree on the following hours of operations:

FBO Bldg./Fuel & Line Services: 8am-5pm Monday to Saturday; 9am-1:30 pm Sunday.

Maintenance Services: 8am-6pm Monday through Friday

Courtesy Vehicles: 8am- 5pm daily.

The Port shall not unreasonably withhold its consent to FBO modifications to aforementioned hours of operations. FBO may charge a premium for services provided other than during regularly established business hours.

4.4 After Hours Services

After-hours operations shall include fueling and access to the customers' stored aircraft. All other services will be performed during normal business hours. Signs shall be posted airside and landside at FBO's offices, displaying the after-normal-business-hours emergency number to call. Upon receipt by FBO of an after-hours telephone call by a customer, a service response will be made by FBO within one hundred and twenty (120) minutes of receipt of the call. FBO shall be allowed to use reasonable discretion in determining how to respond to such an after-hours request, including the charge of a premium for such services as provided in Section 4.3 above, keeping in mind the needs of the general public using the Airport. In the event of an emergency, FBO may close the facilities and/or temporarily suspend FBO Services with the permission of the Port.

4.5 Emergency Services

The FBO will act in coordination with the Port, local authorities, and emergency services in the event of an aviation emergency at the airport. The FBO will work with the Port to create a joint Emergency Response Guide which will be exercised through initial and recurring training with all concerned parties. The FBO will likely be the first to witness or hear about an aviation emergency. As such, the FBO maintains custody of the Emergency Response Guide and will initiate the steps upon notification or witness of an emergency. This guide will assist in ensuring proper local authorities and emergency responders are notified. The FBO may act in a first responder capacity and may be called upon to assist in securing the accident location as well as creating any local NOTAMS as needed.

In the event of a mass fuel spill due to tank failure, the FBO will notify the Port who will enact the appropriate spill response plan. The FBO will assist as requested.

4.6 Quality of Service

FBO shall maintain high quality operating standards and customer service at all times during the Term of this Agreement. At all times during the Term of this Agreement, FBO shall maintain a full-time, qualified manager of its FBO operation at the Airport. All of FBO's employees' dress shall be neat and in clean condition at all times. FBO employees shall be trained by FBO to render courteous and efficient customer service. Upon objection or concern from the Port concerning the conduct, demeanor or appearance of any FBO employee, FBO shall promptly take all steps necessary to remedy the cause of the Port's objection or concern.

4.7 Annual Business Review Meeting

FBO and the Port shall meet at least once a year during each calendar year of this Agreement to discuss the business plan of FBO ("Annual Business Plan Meeting"). At such Annual Business Plan Meeting, FBO shall present its corporate statement of objectives for the next year of FBO operations, which plan shall be subject to the reasonable approval of the Port, and which shall contain the following information, at a minimum:

- 4.7.1** A listing of all FBO Services provided, and all fees charged for those services.
- 4.7.2** A listing of all equipment, and capacity descriptions for all equipment, available to perform the required FBO Services under this Agreement.
- 4.7.3** Proposals for any changes of services, hours of operation or other subsequent matter that impacts FBO operations.

4.8 No Exclusive Right for Aeronautical Activities

Nothing in this Agreement shall be construed to grant to FBO any exclusive right to conduct any aeronautical activity at the Airport.

4.9 Monthly Reporting

No later than the 10th of each month, the FBO shall provide a written or email report of the prior month's activities. The following activities for the previous month must be included in the report:

- a. Tie down activity including number of rentals and rents collected
- b. Observations about runway, taxiway or airfield conditions that warrant of significance or may warrant attention by Port staff.
- c. Tie-down utilization rate as a percentage of total available tie-downs.
- d. Number of and type of flight lessons given.
- e. Fuel sales including gallons sold and fuel flowage fee owed.
- f. Any other issues to including known night flights, neighbor or pilot complaints, maintenance issues or other concerns.

4.10 Airport Public Facilities

FBO shall have the nonexclusive right to use, in common with others: (i) all public Airport facilities, Improvements, taxiways, roadways and areas at the Airport; and (ii) such non-public areas of the Airport as are designated for common use by tenants of the Airport, as may be necessary for access and for performance of FBO's business conducted at the Airport, (collectively, "Airport Public Facilities"). No aircraft, vehicle, equipment, or machinery shall be left in an inoperable condition on any of the Airport ramps, aprons or parking facilities by FBO or its agents, contractors, customers or suppliers for a period in excess of sixty (60) days without the prior written consent of the Port. Inoperable condition means any condition which would indicate objectively that the aircraft, vehicle, or equipment is not capable of normal operation such as flat tires, a missing engine, or other

missing essential components. No fees or charges may be made to FBO for use of the Airport Public Facilities, except such fees or charges as are approved by the Port and are imposed uniformly on all similarly situated users of such Airport Public Facilities. FBO shall have the nonexclusive use of the runways and common use taxiways of the Airport with other aeronautical users on the Airport. FBO shall have the nonexclusive right to use, in common with others, roadways and all other access routes, common utility facilities and other Improvements owned or designated by the Port for common benefit or use of Port tenants, subject to any Port imposed Rules and Regulations that may be enacted or amended, for ingress and egress and for such other common use purposes for which such facilities are designed.

4.11 Port Authority Over Airport Public Facilities

In addition to any other rights granted by law or by this Agreement, the Port reserves the right to: (i) expand or contract the boundaries of the Airport Public Facilities; (ii) to change, modify or expand the Minimum Standards for the use of the Airport Public Facilities; (iii) to permit the use of the Airport Public Facilities by others in such manner as the Port may from time to time determine; (iv) to close all or any portion of the Airport Public Facilities (provided that FBO still has ingress to and egress from the Premises); (v) to construct additional buildings or other Improvements in the Airport Public Facilities; and (vi) to evict anyone from the Airport Public Facilities who fails to comply with any applicable laws, including any applicable Port ordinances. Notwithstanding the foregoing, the Port will not restrict FBO's ingress or egress to the Premises without first advising FBO, whenever possible, and shall limit interference with FBO's operations to the extent reasonably possible.

5. MANDATORY FBO SERVICES

Although nothing contained in this Agreement shall be construed to give FBO any exclusive FBO rights at the Airport, FBO is currently the only full-service FBO located at the Airport. As a condition of this Agreement, FBO agrees to perform certain mandatory FBO Services for aircraft owners or operators at the Airport. FBO shall be entitled to charge reasonable fees for all FBO Services performed. The FBO Services set forth in this section 5, must be provided on either a scheduled or continual basis during the Term of this Agreement.

5.1 Retail Fuel Dispensing and Line Services

FBO shall provide Retail Fuel Dispensing and Line Services for aircraft utilizing the Airport as set forth in the Minimum Standards. 100LL aviation fuel will be available for purchase at all times. FBO shall have the right to buy, sell and store aircraft fuel and lubricants, or any product or products incidental to the use of aircraft in any lawful activity. Notwithstanding the foregoing, no deicing or anti-icing activity is allowed nor is any water washing of equipment or aircraft allowed absent the express written permission of the Port. Line Services shall mean any or all of the following: (a) aircraft parking and handling; (b) interior and exterior aircraft cleaning; (c) light aircraft maintenance (i.e., replacement of oils, hydraulic fluids, etc.); and (d) sales of pilot supplies and other aeronautical items, materials or services.

5.1 New AV Gas Tank & Card Reader

Port intends to install new fuel tank, fuel dispensing apparatus and electronic card reader system for self-serve fuel dispensing in fall, 2021. When the new fueling system is operational, the Port will manage all credit/debit transactions through a web-based portal. Prior to commencing operations of new fuel tank, Port and FBO shall negotiate a mutually agreeable approach to portal access, transaction reporting, fuel price adjustments, flowage fees and other matters, and execute an amendment to this Agreement.

5.2 Security

FBO shall promptly report to the Port any suspected criminal activity, violation of Port Ordinance 23b, or the violation of any security measures applicable to the Airport that any of FBO's employees may witness or be informed of. FBO agrees to participate in and support the Port in the development of security measures for the Airport; including, but not limited to, the adoption and implementation of any security measures as may be directed by the State of Oregon or the FAA. The development of such security measures shall be the ultimate responsibility of the Port.

5.3 Basic Public Facilities

FBO shall provide and maintain for public use during ALL TIMES at least one (1) clean and well maintained, fully equipped restroom facility, snacks and beverages for sale and an interior space for public meeting and gathering. This also includes the UNICOM radio which is furnished by the Port and available for the use of the FBO and for periodic posting of changes to the recorded message as required by the Port.

5.4 Aircraft Component Maintenance

FBO shall provide aircraft maintenance and repair services in accordance with Federal Aviation Regulation under Part 43 or Part 145, and as more particularly described as follows: oil changing; tire repair; auxiliary ground power/aircraft battery start; engine removal and installation; and airframe repair/overhaul. FBO shall have the right to operate aircraft, repair, overhaul, rebuild, service, inspect, license, buy, sell, store, rent, lease, charter, exchange or otherwise deal in aircraft and aircraft engines, motors, instruments, devices, supplies and accessories, or to finance the purchase of any such items. FBO shall also have the right to maintain, service and repair ground support equipment.

5.5 Flight Training

FBO shall provide flight training in accordance with Federal Aviation Regulations under part 141 or part 61.

5.6 Other Services

FBO shall provide two (2) of the additional FBO services specified in section 7 of the Minimum Standards, in addition to the Primary FBO services specified in section 6 of the

Minimum Standards. FBO must notify the Port of which additional services FBO will be providing.

5.7 Non-mandatory FBO Services

Notwithstanding any of the foregoing provisions, nothing herein shall preclude FBO from providing any other service allowed under the Minimum Standards.

6. FEES FOR FBO SERVICES

Fees for FBO Services must be charged in a uniform and nondiscriminatory basis to all customers, and in accordance with all applicable laws, including FAA regulations pertaining to rates and charges. Hourly rates shall be posted in a location convenient to the public. The Port shall be notified if FBO changes FBO Services.

7. MISCELLANEOUS

7.1 Fuel Flowage Fees

As described in Section 5.1.1, Port intends to install new fueling system in fall, 2021. Prior to installation, Port and FBO shall negotiate a mutually agreeable approach to flowage fees and execute a written amendment to this Agreement

7.2 Port Maintenance Obligations

The Port acknowledges that it has certain maintenance obligations for the paving and grounds of the Airfield. However, the Port shall have no repair or maintenance responsibilities with respect to the Premises. The Port shall have no liability for interference with FBO's use which might result from the Port's repair and maintenance efforts and no such efforts shall be construed as a constructive eviction or other eviction of FBO. In exercising its rights under this Section 7.2, the Port agrees to use reasonable efforts to avoid interfering with FBO's Permitted Use of the Premises. Port Ramp maintenance responsibilities are set forth in Exhibit B.

7.3 Port Authority Over the Airport

In addition to any other rights granted by law or by this Agreement, and subject to the rights of FBO granted by this Agreement, the Port reserves the following rights with respect to the Airport (including, without limitation, the Airport Public Facilities): (i) to adjust the boundaries of, expand or delete all or part of the Airport, and the Airport Public Facilities; (ii) add to, delete, or amend all or any part of the Port's ordinances applicable to all or portions of the Airport; (iii) permit the use of the Airport, and the Airport Public Facilities by others in such manner as the Port may from time to time determine; (iv) close all or any portion of the Airport, and the Airport Public Facilities; (v) construct additional buildings or other Improvements at the Airport, and in the Airport Public Facilities; and (vi) evict any person from the Airport, or the Airport Public Facilities, who fails to comply with any applicable laws, including applicable Port ordinances.

7.4 Port's Obligation to Operate Airport/Terminate Agreement Early

FBO acknowledges the Port's responsibility to the public to prudently operate, maintain and develop the Port's facilities. In executing this responsibility, the Port shall have the right to undertake developments, renewals, replacements and expansions which the Port deems prudent or necessary.

8 INDEMNITY; INSURANCE

8.1 FBO's General Indemnity; Reimbursement of Damages

FBO agrees to defend (using legal counsel reasonably acceptable to the Port), indemnify, and hold harmless the Port from and against any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, Environmental Costs and/or penalties (collectively "Costs") which may be imposed upon, claimed against or incurred or suffered by the Port and which, in whole or in part, arise from or are in any way connected with any of the following, except to the extent resulting from the Port's negligence or willful misconduct: (i) any act, omission or negligence of FBO; (ii) any breach, violation or nonperformance of any of FBO's obligations under this Agreement. For purposes of this Section 8.1, "FBO" shall be deemed to include FBO and FBO's partners, employees, agents, invitees, contractors, and/or assignees.

8.2 Port's Right to Recover Damages

FBO agrees to reimburse the Port for costs which may be imposed upon, incurred or suffered by the Port and which, in whole or in part, arise from any of the following, except to the extent resulting from the Port's negligent or willful acts or omissions: (i) any negligent or wrongful act or omission of FBO; (ii) any use, occupation, management or control of the Premises by FBO, whether or not due to FBO's own act or omission and whether or not occurring on the Premises; (iii) any condition created in or about the Premises by any party (other than the Port), including any accident, injury or damage occurring on or about the Premises after the Effective Date; and (iv) any breach, violation or nonperformance of any of FBO's obligations under this Agreement. FBO also agrees to reimburse the Port for any actual damage to Port property or land, and for any diminution of value, loss, or restriction on use of any of the land as a result of (i) through (iv). For purposes of this Section 8.2 "FBO" shall be deemed to include FBO and FBO's partners, employees, agents, invitees, contractors, and/or assignees.

8.3 Insurance Requirements

Insurance requirements set forth below do not in any way limit the amount or scope of liability of FBO under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage the Port is willing to accept to help insure full performance of all terms and conditions of this Agreement. All insurance required by FBO under this Agreement shall meet the following minimum requirements:

8.3.1 Certificates; Notice of Cancellation

On or before the Effective Date and at all times thereafter during the Agreement Term, FBO shall provide the Port with current certificates of insurance, executed by a duly authorized representative of each insurer, evidencing the existence of all insurance policies required and showing the amount of any applicable deductible(s) and/or self-insured retention(s). The Port shall receive at least thirty (30) days prior written notice of cancellation, non-renewal, or material change in any policy. Insurance must be maintained without any lapse in coverage during the Agreement Term. The Port shall also be given certified copies of FBO's policies of insurance, upon request. Failure of the Port to demand such certificates or other evidence of full compliance with these insurance requirements, or failure of the Port to identify any deficiency or noncompliance with coverage requirements, shall not be construed as a waiver of FBO's obligation to maintain the insurance required by this Agreement.

8.3.2 Additional Insured; Separation of Insureds

The Port shall be named as an additional insured under liability coverages, but only with respect to the operations of FBO as the Port's interests may appear in each general liability policy and as an additional insured in each property insurance policy. Such insurance shall provide cross-liability coverage equivalent to the standard Separation of Insureds clause published by the Insurance Services Office, or a successor organization.

8.3.3 Primary Coverage

The required policies shall provide that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by the Port.

8.3.4 Company Ratings

All policies of insurance must be written by companies having an A.M. Best rating of "A" or better, or the equivalent. The Port may, upon thirty (30) days written notice to FBO, require FBO to change any carrier whose rating drops below an "A" rating.

8.4 Required Insurance

At all times during this Agreement, FBO shall provide and maintain the following types and amounts of insurance coverage:

8.4.1 General Liability Insurance

FBO shall maintain an occurrence form commercial general liability policy or policies, insuring FBO and the Port against liability for damages because of personal injury, advertising injury, bodily injury, death or damage to property (including loss of use thereof) including coverage for contractual liability, airport premises liability, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the Premises or occasioned by reason of the operations of FBO. Such coverage shall be in an amount not less than TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00) per occurrence. FBO shall also maintain hangar liability insurance for any non-owned aircraft in FBO's care, custody and control.

8.4.2 Aircraft Liability Insurance

FBO shall maintain an occurrence form aircraft liability policy for any aircraft owned or leased by FBO, covering liability for bodily injury and property damage arising from the maintenance, operation, movement, loading and unloading of aircraft on and from the Premises. The amount of such insurance shall be not less than ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) per occurrence for bodily injury and property damage. If a separate bodily injury limit applies per passenger, the amount shall be not less than ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) per passenger.

8.4.3 Automobile Liability Insurance

In the event motor vehicles are used in conjunction with FBO's business or operations at the Premises, FBO shall maintain an occurrence form automobile liability policy or policies insuring against liability for damage because of bodily injury, death, or damage to property (including loss of use thereof), and occurring in any way related to the use, loading or unloading of any of FBO's motor vehicles (including owned, hired and non-owned motor vehicles) on and around the Premises. Coverage shall be in an amount not less than TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00) each accident.

8.4.4 Workers' Compensation Insurance

FBO shall maintain in force workers' compensation insurance for all of FBO's employees, in accordance with all requirements of Oregon law. FBO shall also maintain employer's liability coverage in an amount not less than ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) per accident and ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) per employee for disease. In lieu of such insurance, FBO may maintain a self-insurance program meeting the requirements of the State of Oregon and a policy of excess workers' compensation and employer's liability insurance.

8.5 Periodic Review

The Port shall have the right to periodically review the types, limits and terms of insurance coverage. In the event the Port reasonably determines that such types, limits and/or terms should be changed, the Port will give FBO a minimum of thirty (30) days' notice of such determination and FBO shall modify its coverage to comply with the new insurance requirements of the Port. FBO shall also provide the Port with proof of such compliance by giving the Port an updated certificate of insurance within fifteen (15) days. In no event shall the Port violate any FAA grant assurances in its application of this provision.

9 DEFAULT

9.1 Event of Default

The occurrence of any of the following shall constitute an "Event of Default" (also referred to as a "Default"):

9.1.1 Default in Other Covenants

An Event of Default shall occur if FBO violates or fails to perform any term, covenant or condition of this Agreement and such violation is not cured within twenty (20) days after written notice by the Port describing the nature of the violation. If the violation is of such a nature that it cannot be completely cured within the twenty (20) day period, this provision shall be complied with if FBO begins correction of the violation within such twenty (20) day period and thereafter proceeds in good faith and with all due diligence to effect the cure as soon as practicable.

9.1.2 Bankruptcy/Insolvency

The insolvency of FBO shall be an Event of Default for which no notice or opportunity to cure need be given. For the purposes of this Agreement, "Insolvency" shall, to the extent permitted by the United States Bankruptcy Code, be deemed to include: (i) an assignment by FBO for the benefit of creditors; (ii) the filing by FBO of a voluntary petition in bankruptcy; (iii) if FBO dissolves; (iv) the appointment of a receiver of the properties of FBO and the receiver is not discharged within forty-five (45) days; (v) the filing of an involuntary petition of bankruptcy and failure of FBO to secure a dismissal of the petition within sixty (60) days after filing; and (vi) attachment of or the levying of execution on this leasehold interest and failure of FBO to secure discharge of the attachment or release of the levy of execution within forty-five (45) days. In the event of a bankruptcy by the Port and rejection of this Agreement by the Port's bankruptcy trustee, and in the event FBO elects to retain FBO's rights pursuant to § 365 (h) (1) of the Bankruptcy Code, the trustee and FBO shall continue to be governed by the terms and conditions of this Agreement and under applicable Oregon landlord-tenant laws.

9.1.3 Failure to Perform Mandatory FBO Operations

An Event of Default shall occur if FBO fails to perform the mandatory FBO Services to the Port's reasonable satisfaction and such failure is not cured within ten (10) days after written notice by the Port describing the nature of such violation. The Port will not be required to give FBO notice or a ten (10) day opportunity to cure more than two (2) times in any given calendar year for failure to perform any of the mandatory FBO Services described in Section 3. After two (2) such notices are given in any calendar year, no further notice nor opportunity to cure need be given by the Port to FBO, and the Port shall be entitled to seek any remedy available for Default of this Agreement, including, but not limited to, termination of this Agreement.

9.2 Curing FBO's Default

If FBO fails to perform any of FBO's obligations under this Agreement, the Port, without waiving any of its rights as a result of such failure, may (but shall not be obligated to) perform the same for the account of and at the expense of FBO, without notice in a case of emergency, and in any other cases, only if such failure continues after the expiration of thirty (30) days from the date the Port gives FBO notice of the failure. The Port shall not be liable to FBO for any claim for damages resulting from such action by the Port. FBO agrees to reimburse the Port, upon demand, any amounts the Port may spend in complying with the terms of this Agreement on behalf of FBO. The Port shall have the

same rights and remedies in the event of the nonpayment of sums due to be reimbursed under this Section as in the case of Default by FBO in the payment of any other Rent. Any sums to be so reimbursed shall bear interest at the Delinquency Charge.

10. TERMINATION

Termination of this Agreement may occur upon (i) the expiration of the Term; (ii) the occurrence of an Event of Default as provided in Section 9.1; or (iii) the Port's discretion, with or without cause, by providing FBO not less than one-hundred twenty (120) days written notice of the Port's intention to terminate the Agreement.

10.1 Rights After Termination.

In the event of termination for Default, Port shall have the right at once and without further notice to FBO, to enter and take possession of the Premises, by force or otherwise, and expel, oust and remove any and all parties who may occupy any portion of the Premises or Airport covered by this Agreement, and any and all goods and chattels belonging to FBO or its associates which may be found, without being liable for prosecution or to any claim for damages.

g. Upon termination for Default, and at the Port's sole discretion, all rights, powers and privileges of FBO shall cease. FBO shall immediately vacate any and all space occupied by FBO under this Agreement and shall make no claim of any kind whatsoever against Port, its agents or representatives, by reason of such termination, or any act incident thereto.

h. In the event of termination for any cause which is determined by Port to be beyond the control and without the fault or negligence of FBO, payment to Port hereunder shall immediately cease, and FBO shall be entitled to have monies which have been prepaid or advanced to Port predicated on occupancy of the Premises to the end of the period, if any, refunded to FBO by Port. FBO shall, in addition to other rights provided for by law, be permitted to remove all FBO's personal property, in a manner and at a time agreed upon by the parties.

10.2 Duties on Termination

Upon the expiration of the Term or earlier termination of the Agreement, FBO shall surrender possession of the Premises to Port in substantially the same condition existing as of the Effective Date, ordinary wear and tear excepted; provided, however that FBO shall have the right, but not the obligation, to remove from the Premises FBO's personal property, and in the event FBO shall elect to remove all or any portion of FBO's personal property, FBO shall repair all material damage to the Premises caused by such removal (except normal wear and tear). Except as expressly provided elsewhere in this Agreement, all of FBO's personal property (including without limitation, trade fixtures) shall be completely removed by FBO upon the expiration of the Term. Any damage occasioned to the Premises by the removal shall be repaired by FBO. This shall include, but not be limited to, finish drywall repairs or replacement to any walls left without finish drywall surface after

FBO's personal property removal, as well as floor covering for bare floor areas, consistent in appearance and quality with adjacent floor coverings, to the extent such areas originally contained drywall, wall or floor covering to the same type and quality of the original.

Provided further, however, that any of FBO's personal property not so removed shall, at the option of Port, automatically become the property of the Port. Thereafter, Port may retain or dispose of in any manner the FBO's personal property not so removed, consistent with applicable.

federal, Oregon or local law. Notwithstanding the foregoing, any alterations that are permanently attached to or affixed to the Premises or real property shall become the property of the Port upon the expiration of the Term or earlier termination of the Agreement.

By the Term expiration or upon the earlier termination of the Agreement, FBO must have fully performed all of its obligations under this Agreement, including: (i) all environmental obligations required by this Agreement; (ii) delivery of all keys to any Improvements located on the Premises to the Port; (iii) removal of all of FBO's personal property; (iv) removal of any Improvements; and (v) performance of any other obligations reasonably requested and required by Port to be performed prior to termination under this Agreement.

11 ASSIGNMENTS

11.1 Prohibition against Transfer

This Agreement is personal to FBO. Except as otherwise specifically provided by this Agreement, neither this Agreement nor any interest in this Agreement, may be sold, assigned, pledged, transferred, mortgaged or subleased by FBO, nor may a right of use of any portion of the Premises be conveyed or conferred on any third party by FBO by any other means (all of the foregoing sometimes referred to in this Agreement as a "Transfer") without the prior written consent of the Port, which consent may be withheld or granted in the Port's sole discretion. This shall apply to all Transfers, including any that may occur by operation of law. If FBO is a corporation or other entity, any change in ownership resulting in a change of more than one-third (1/3) of the equity or voting interest in the stock of the corporation or ownership interest in such other entity, through sale, exchange, merger, consolidation or other transfer, shall be deemed a Transfer requiring the Port's consent. In making its decision on whether or not to allow a Transfer, the Port will consider whether the proposed Transferee is as financially strong, or stronger, than FBO; whether the proposed Transferee has equivalent or better FBO and management experience; and the overall business reputation of the proposed Transferee.

12 GENERAL PROVISIONS

12.1 Notices

All notices required under this Agreement shall be deemed to be properly served if sent by certified mail, return receipt requested, or delivered by hand to the last address furnished by the Port and FBO. Until hereafter changed by the Port and FBO by notice in writing, notices shall be sent as follows:

to the Port at:

Port of Hood River

1000 E. Port Marina Drive
Hood River, OR 97031
Attention: Executive Director
with a copy to:

Jaques, Sharp Attorneys
205 3rd Street
Hood River, OR 97031
Attention: Jerry Jaques

to FBO at:

Hood Tech Corp., Aero, Inc.

3608 Airport Drive
Hood River, OR 97031
Attention: FBO Manager
with a copy to:

Kell, Alterman & Runstein, L.L.P.
520 SW Yamhill Street, Suite 600
Portland, OR 97204
Attention: Robert Kabacy

12.2 Time of the Essence

Time is of the essence in the performance of and adherence to each and every covenant and condition of this Agreement.

12.3 FAA Requirements

FBO for FBO, FBO'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"), FBO 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.

FBO for FBO, FBO'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 FBO 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.

12.4 Agreement Subject to Nondiscrimination

FBO will undertake any affirmative action program required by 14 CFR Part 152, Subpart E (as it may be amended, renamed, revised or expanded from time to time), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. FBO agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any such program or activity covered by the above-referenced subpart. FBO will require that FBO's covered suborganizations (as that term is defined in 14 CFR Part 152, Subpart E) provide assurances to FBO that they similarly will undertake such required affirmative action programs and that they will require assurances from their suborganizations to the same effect.

12.5 Agreement Subject to Agreements with United States

This Agreement shall be subject to the provisions of any existing or future agreement between the Port and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

12.6 Disadvantaged Business Policy

It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of Agreements as defined in 49 CFR 23. Consequently, this Agreement is subject to 49 CFR Part 23, as applicable. FBO agrees that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including Agreements, if covered by 49 CFR Part 23, on the grounds of race, creed, color, national origin or sex.

12.7 Calculation of Time

Unless referred to as "Business Days," all periods of time referred to in this Agreement shall include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period shall be extended to include the next day which is not a Saturday, Sunday or Legal Holiday. "Legal Holiday" shall mean any holiday observed by the Federal Government. "Business Days" shall mean Monday through Friday and shall exclude Saturday, Sunday and Legal Holidays.

12.8 Modification

This Agreement may not be modified except by a writing signed by the Port and FBO.

12.9 No Limit on Port's Powers

Nothing in this Agreement shall limit, in any way, the power and right of the Port to exercise its governmental rights and powers, including its powers of eminent domain.

12.10 Capacity to Execute

The Port and FBO each warrant and represent to one another that this Agreement constitutes a legal, valid and binding obligation of that party. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they purport to be acting.

12.11 Exhibits

i. The following Exhibits are incorporated into this Agreement:

Exhibit A – Leased Premises

Exhibit B – Land Lease

Exhibit C – Maintenance Hangar Lease

Exhibit D – Minimum Standards

IN WITNESS HEREOF, the parties have subscribed their names hereto effective as of the year and date first written above.

HOOD TECH CORP., AERO, INC.

THE PORT OF HOOD RIVER

By: _____

By: _____

Jeremy Young

Michael S. McElwee

Its: President

Its: Executive Director

Date: _____

Date: _____

APPROVED FOR LEGAL SUFFICIENCY
FOR THE PORT:

By: _____

Counsel for Port of Hood River

**EXHIBIT A
LEASED PREMISES**



**EXHIBIT B
LAND LEASE**

**EXHIBIT C
MAINTENANCE HANGAR LEASE**

**EXHIBIT D
MINIMUM STANDARDS**

LAND LEASE

THIS LAND LEASE AGREEMENT (“Lease”) is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor” or “Port” and Hood Tech Corp., Aero Inc., hereinafter referred to as “Lessee”.

1. **Description.** The Port and Lessee have entered into an agreement for Fixed Base Operator (“FBO”) services to be performed by Lessee at the Ken Jernstedt Airfield in Hood River County, Oregon (“Airport”) by contract dated April 1, 2015 (“FBO Agreement”). In consideration of the covenants of the parties, Lessor leases to Lessee approximately 3,000 square feet of land, known as the “FBO Residence Area” for placement of a residential trailer (“Trailer”), located at the Airport, to the west of the FBO Administration building and to the East of the “White Hanger”, in its entirety, located in Hood River County, Oregon (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.”
2. **Term.** The Lease term shall be in effect for the duration of the FBO Agreement unless the Port requires the relocation of the Trailer to another Airport location or its removal under terms of this Lease. If the Port requires the Trailer to be moved, this Lease will be considered void.
3. **Rental.** Monthly Rent for the Leased Premises will be the following Monthly Base Rate:

<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per year</u>	<u>Annual Base Rate</u>
FBO Residence Area	3,000	\$0.25	\$750

4. **Use.** Lessee shall use the Leased Premises for the location of a Trailer owned by the Lessee. The Port grants the right for the Lessee, as FBO, and Lessee’s employees engaged in the provision of services pursuant to the FBO Agreement, to use the Trailer in order to (i) perform FBO duties, (ii) enhance Airport security, and (iii) as a residence provided the FBO employee uses the Trailer solely in association with FBO activities. Employee may share the Trailer as a residence, provided, that using the Trailer as a residence is not a representation that residential use is or will hereafter be allowed by applicable laws. Lessee and Lessee’s employees shall be subject to and comply with all laws applicable to use of the Trailer while located the Airport. Gatherings of more than four (4) persons who are not Lessee’s employee family members at the Trailer are not allowed without the Port’s prior written consent.

In the event that Lessee’s authorized employee using the Trailer is terminated by Lessee, said employee and all other residents of the Trailer must promptly vacate the Trailer. Lessee shall be responsible for promptly evicting the employee and other occupants of the Trailer in accordance with applicable laws.

The Leased Premises shall not be used for any other purposes without the written consent of Lessor.

5. **Public Property.** Lessee and its employees recognize the Leased Premises is on a publicly owned and operated airport. The Trailer or use of it may not impeded public access to or use of the Airport, cause Lessor to be in violation of any covenants the Lessor has made to the Federal

Aviation Administration (“FAA”) or others, interfere with future FAA funding or other FAA requirements, or legal requirements. If the Trailer or its use is in violation of any of the preceding requirements, the Lessor may require Lessee to promptly remove the Trailer from the Airport prior to expiration of the term of the FBO Agreement, at Lessee’s sole expense. No political, religious or commercial displays shall be placed on or be visible from outside the Trailer.

6. **Taxes.** Lessee shall pay all taxes on its personal property located on the Leased Premises.
7. **Utilities.** Lessee shall pay all monthly or regular charges for power, water, gas and any other public utilities that shall be used in or charged against the FBO Residence Area, except for wastewater collection charges that are a shared expense of the Trailer and the Administration Building, which will be paid by the Port. Wastewater charges billed solely to the Trailer will be the responsibility of the Lessee.
8. **Liability Insurance and Hold Harmless Agreement.** Lessee agrees to indemnify and save Lessor, Lessor’s Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee’s agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the Leased Premises with minimum coverage of ONE MILLION DOLLARS (\$1,000,000.00) combined single limits. If Lessee renews this Lease, at the outset of the renewal term Lessor may, with written notice, raise the minimum insurance requirement to an amount of insurance that is reasonably commercially available. The policy shall name Lessor as additional insured, and expressly include Lessor’s Port Commissioners, officers, employees, and agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor. A copy of the policy or certificate of insurance shall be delivered to Lessor no later than three (3) days after Lessee occupies the Leased Premises.

9. **Lessee/Lessor Covenants.** Lessee shall not do anything which may damage the Leased Premises. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee, at Lessee’s expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the Leased Premises and to Lessee’s activities at the Leased Premises, and to comply with reasonable rules adopted by Lessor which apply to the Leased Premises.

Lessee shall not attach any fixtures or make any improvements or alterations to the Leased Premises without describing them in writing and receiving Lessor's prior written consent. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises. Lessee shall provide ice and snow removal on Leased Premises.

10. FAA Requirements

- A. Lessee for Lessee, Lessee'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"), Lessee 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.
- B. Lessee for Lessee, Lessee'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 Lessee 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.

11. **Quiet Enjoyment.** From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease.
12. **Care of Leased Premises.** Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this Lease.
13. **Fixtures and Personal Property.** At the expiration or earlier termination of the Lease term Lessee shall remove Trailer, all furnishings, furniture, equipment, goods of any kind and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within thirty (30) days after the lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may effect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

14. **Signs.** Lessee shall not erect or install any signs, flags, lights or advertising media or placards on the Leased Premises without describing them in writing and receiving Lessor's prior written consent. .
15. **Lessor's Access to Premises.** Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty-four (24) hours oral notice (without notice to protect public health and safety in an emergency) for the purpose of inspecting it, or to make repairs, additions or alterations to the premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on site manager) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within thirty (30) days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within thirty (30) days, pay to Lessor the cost thereof.
16. **Waiver.** One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.
17. **Assignment.** Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent. This Lease will not be assigned, subleased, or otherwise transferred except with the consent of Lessor, which consent may be granted or denied in Lessor's sole discretion. Any transfer of an ownership interest in Lessee of fifty percent (50%) or more will be deemed an assignment.
18. **Default.** Time is of the essence of performance of all the requirements of this lease. If any rental or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.
19. **Notices.** Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent or to either person signing the Lease for Lessee, or sent by certified mail

with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

- 20. **Dispute Resolution.** Any dispute involving this Lease may be resolved by mediation. If the parties agree to use a mediator they will each pay one half the costs of mediation. If mediation does not occur or does not result in a solution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in an arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.
- 21. **Calculation of Time.** Unless referred to as "Business Days," all periods of time referred to in this Agreement shall include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period shall be extended to include the next day which is not a Saturday, Sunday or Legal Holiday. "Legal Holiday" shall mean any holiday observed by the Federal Government. "Business Days" shall mean Monday through Friday and shall exclude Saturday, Sunday and Legal Holidays.
- 22. **Authority to Execute.** The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this _____ day of _____, 2021

Lessee:

HOOD TECH CORP., AERO INC.
3624 Airport Road
Hood River, OR 97031
(541) 386-1133

BY:

Jeremy Young
Its; President

Lessor:

PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River OR 97031
(541) 386-1645

BY:

Michael S. McElwee
Its: Executive Director

EXHIBIT A
LEASED PREMISES

MAINTENANCE HANGAR LEASE

THIS MAINTENANCE HANGER LEASE AGREEMENT (“Lease”) is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Lessor" or “Port”, and **HOOD TECH CORP., AERO INC.** an Oregon corporation, hereinafter referred to as "Lessee" or “Tenant”.

WITNESSETH:

1. **Description.** In consideration of the covenants of the parties herein contained, Lessor leases to Lessee approximately four thousand (4,000) square feet of space including a building commonly known as White Hangar, parking area and apron ("Leased Premises") located at Ken Jernstedt Airfield, 3624 Airport Drive, Hood River, Oregon. The Leased Premises are identified in “Exhibit A” attached.
2. **Term.** This Lease shall be in effect for the duration of the Fixed Based Operator (“FBO”) Agreement by and between Hood Tech Corp., Aero Inc. . and the Port commencing April 15, 2021 (“FBO Agreement”) and extending through April 14, 2026, unless the FBO Agreement is terminated earlier, at which time Lessor may also terminate this Lease. Leased Premises
3. **Rent.** Lessee shall lease the Leased Premises at the following monthly rental schedule:

Date	Square Footage	Monthly Total
April 1, 2021	Approx. 4,000 sf	\$500

All rental amounts are payable in advance on the first day of each month.

On January 1, 2022, the lease rate will be adjusted by adding to the monthly rental amount payable during the previous 12-month period a percentage increase equal to the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period for which a published CPI is available. The CPI figure will be taken from the index entitled U.S. City Average – all items and major group figures for all urban consumers, or, if such index is unavailable, will be taken from a similar index published by the United States Bureau of Labor Statistics. In no event shall the CPI increase be less than 1 percent (1%) or more than 5 percent (5%).

4. **Use.** Lessee shall use the Leased Premises for aviation maintenance and activity reasonably related thereto. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.
5. **Public Property.** Lessee and its employees recognize the Leased Premises is on a publicly owned and operated airport. The Leased Premises, or use of it, may not impede public access to or use of the Airport, cause Lessor to be in violation of any covenants the Lessor has made to the Federal Aviation Administration (“FAA”) or others, interfere with future FAA funding or other FAA requirements, or legal requirements. No political, religious, or commercial displays shall be placed on the Leased Premises.

- 6. Taxes.** Lessee shall pay all taxes on its personal property located on the Leased Premises. Lessee shall pay all real property taxes of governmental units assessed against the Leased Premises. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee's occupancy, even if the lease term has ended, or if Lessee has vacated the Leased Premises. However, if another tenant occupies the Leased Premises and agrees to pay any portion of the real property taxes otherwise payable by Lessee, Lessee shall not be required to pay those taxes which the new tenant pays. [Note: Under current law, Port real property is exempt from property taxation during an upcoming fiscal tax year (July 1 through June 30) unless a private party occupies such Port property on June 30. If a private party is in possession of Port property on June 30, that Port property is taxed for the entire subsequent fiscal tax year "as a result of Lessee's occupancy".) Although Lessee is responsible to pay real property taxes, Lessor will pay the real property taxes to the taxing authority when due and send a bill to Lessee for the amount of taxes Lessor has paid, which will be payable by Lessee to Lessor within ten days after the date of Lessor's bill.
- 7. Utilities.** Lessee shall be solely responsible to pay for gas, telephone, electricity used or consumed on the Leased Premises. Lessor shall provide and pay for sewer, water and standard domestic garbage service serving the Leased Premises.
- 8. Liability Insurance and Hold Harmless Agreement.** Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees or agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this lease, or arising from any act of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of public liability insurance in effect with respect to the Leased Premises with minimum coverage of one million dollars (\$1 million) combined single limits. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, or agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least ten days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor, which approval shall not be unreasonably withheld. A copy of the policy or certificate of insurance shall be delivered to Lessor within ten days after Lessee occupies the Leased Premises.

- 9. Fire Insurance and Waiver of Subrogation.** In case the Leased Premises shall be partially or totally destroyed by fire or other casualty it shall be repaired and restored by Lessor to as good a condition as existed immediately prior to such damage and a proportionate part of the rental payable shall be abated until so repaired, unless it is determined that the damage is more than fifty percent (50%) of the building or Leased Premises and within thirty (30) days after the date of the damage Lessor gives Lessee written notice of Lessor's election not to repair, whereupon this lease shall terminate. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings, or equipment. If Lessor elects to repair the damaged premises it shall

proceed promptly, in a manner which is reasonable under the circumstances. In no event shall Lessee be entitled to recover damages from Lessor related to partial or total destruction of the premises or to repair of the premises by Lessor.

Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of loss which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

- 10. Lessee's/Lessor's Covenants.** Lessee shall not do anything that may damage the Leased Premises or other areas surrounding the Leased Premises. Lessee shall not be a nuisance or a menace to others. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee, at Lessee's expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the Leased Premises and to Lessee's activities at the Leased Premises. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises.
- 11. Quiet Enjoyment.** From the date the lease commences Lessee will have the right to use the Leased Premises consistent with Section 4 without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the hangar and adjacent areas that may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.
- 12. Care of Premises.** Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements and shall surrender the Leased Premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted.
- 13. Fixtures and Personal Property.** Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the Leased Premises during the term of the lease, other than Lessee's trade fixtures, equipment, and items related to Lessee's equipment, shall be the property of Lessor, and shall remain on the Leased Premises at the expiration or termination of the Lease, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee has placed on the Leased Premises at Lessee's expense, in a way which does not cause damage to the Leased Premises.

At the expiration or earlier termination of the lease term Lessee shall remove all furnishings, furniture, equipment, goods of any kind and trade fixtures from the Leased Premises. If Lessee fails to do so this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within thirty (30) days after the lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may effect a removal and place the

property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

- 14. Signs.** Lessee shall not erect or install any signs, flags, lights, or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from building common areas without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to maintain in good condition any signs or displays which are allowed.
- 15. Lessor's Access to Premises.** Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty-four (24) hours oral notice (without notice to protect public health and safety in an emergency) for the purpose of inspecting it, or to make repairs, additions or alterations to the Leased Premises or any property owned or controlled by Lessor. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, it may give notice that Lessee make the same within thirty (30) days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same in a timely manner, Lessor may make or cause such repairs to be made, and if Lessor makes or causes such repairs to be made, Lessee agrees that it will, within thirty (30) days, pay to Lessor the cost thereof.
- 16. Waiver.** One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

Assignment. Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the premises or part or parts thereof without like consent.

- 17. Default.** Time is of the essence of performance of all requirements of this Lease. If any rental or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the Lease may be terminated at the option of Lessor. If the Lease is terminated, Lessee's liability to Lessor for rents and damages, and Lessee's indemnity obligations, shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages.

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

18. FAA Requirements

- A. 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.
- B. 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.

19. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to the registered agent or a corporate officer of Lessee, or if addressed to Lessee, sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of Lessor or addressed to Port of Hood River, 1000 Port Marina Drive, Hood River, OR 97031, sent by certified mail with postage prepaid. Notice shall be deemed given on the date of personal delivery or if mailed, one day after the date of mailing.

20. Dispute Resolution. Any dispute involving this Lease may be resolved by mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a solution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in an arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney’s fees and costs and disbursements incident thereto

21. Calculation of Time. Unless referred to as "Business Days," all periods of time referred to in this Agreement shall include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period shall be extended to include the next day which is not a Saturday, Sunday, or Legal Holiday. "Legal Holiday" shall mean any holiday

observed by the Federal Government. "Business Days" shall mean Monday through Friday and shall exclude Saturday, Sunday, and Legal Holidays.

22. Authority to Execute. The person executing this lease on behalf of Lessee warrants that they have the right to do so.

DATED this _____ day of _____, 2021.

Lessee:

**HOOD TECH CORP., AERO INC.
3624 Airport Drive
Hood River, OR 97031
(541) 386-1133**

Lessor:

**PORT OF HOOD RIVER
1000 Port Marina Drive
Hood River, OR 97031
(541) 386-1645**

BY:

**Jeremy Young
Its: President**

BY:

**Michael S. McElwee
Its: Executive Director**

**EXHIBIT A
LEASED PREMISES**

MAINTENANCE HANGAR LEASE

THIS MAINTENANCE HANGAR LEASE AGREEMENT (“Lease”) is entered into at Hood River, Oregon by and between PORT OF HOOD RIVER, an Oregon municipal corporation, hereinafter referred to as "Lessor" or “Port”, and HOOD TECH CORP., AERO INC. an Oregon corporation, hereinafter referred to as "Lessee" or “Tenant”.

WITNESSETH:

- 1. **Description.** In consideration of the covenants of the parties herein contained, Lessor leases to Lessee approximately four thousand (4,000) square feet of space including a building commonly known as White Hangar, parking area and apron ("Leased Premises") located at Ken Jernstedt Airfield, 3624 Airport Drive, Hood River, Oregon. The Leased Premises are identified in “Exhibit A” attached.
- 2. **Term.** This Lease shall be in effect for the duration of the Fixed Based Operator (“FBO”) Agreement by and between Hood Tech Corp., Aero Inc. . and the Port commencing April 15, 2021 (“FBO Agreement”) and extending through April 14, 2026, unless the FBO Agreement is terminated earlier, at which time Lessor may also terminate this Lease. Leased Premises
- 3. **Rent.** Lessee shall lease the Leased Premises at the following monthly rental schedule:

Date	Square Footage	Monthly Total
April 1, 2021	Approx. 4,000 sf	\$500

All rental amounts are payable in advance on the first day of each month.

On January 1, 2022, the lease rate will be adjusted by adding to the monthly rental amount payable during the previous 12-month period a percentage increase equal to the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period for which a published CPI is available. The CPI figure will be taken from the index entitled U.S. City Average – all items and major group figures for all urban consumers, or, if such index is unavailable, will be taken from a similar index published by the United States Bureau of Labor Statistics. In no event shall the CPI increase be less than 1 percent (1%) or more than 5 percent (5%).

- 4. **Use.** Lessee shall use the Leased Premises for aviation maintenance and activity reasonably related thereto. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.
- 5. **Public Property.** Lessee and its employees recognize the Leased Premises is on a publicly owned and operated airport. The Leased Premises, or use of it, may not impede public access to or use of the Airport, cause Lessor to be in violation of any covenants the Lessor has made to the Federal Aviation Administration (“FAA”) or others, interfere with future FAA funding or other FAA requirements, or legal requirements. No political, religious, or commercial displays shall be placed on the Leased Premises.

- 6. Taxes.** Lessee shall pay all taxes on its personal property located on the Leased Premises. Lessee shall pay all real property taxes of governmental units assessed against the Leased Premises. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee's occupancy, even if the lease term has ended, or if Lessee has vacated the Leased Premises. However, if another tenant occupies the Leased Premises and agrees to pay any portion of the real property taxes otherwise payable by Lessee, Lessee shall not be required to pay those taxes which the new tenant pays. [Note: Under current law, Port real property is exempt from property taxation during an upcoming fiscal tax year (July 1 through June 30) unless a private party occupies such Port property on June 30. If a private party is in possession of Port property on June 30, that Port property is taxed for the entire subsequent fiscal tax year "as a result of Lessee's occupancy".] Although Lessee is responsible to pay real property taxes, Lessor will pay the real property taxes to the taxing authority when due and send a bill to Lessee for the amount of taxes Lessor has paid, which will be payable by Lessee to Lessor within ten days after the date of Lessor's bill.
- 7. Utilities.** Lessee shall be solely responsible to pay for gas, telephone, electricity used or consumed on the Leased Premises. Lessor shall provide and pay for sewer, water and standard domestic garbage service serving the Leased Premises.
- 8. Liability Insurance and Hold Harmless Agreement.** Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees or agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this lease, or arising from any act of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of public liability insurance in effect with respect to the Leased Premises with minimum coverage of one million dollars (\$1 million) combined single limits. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, or agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least ten days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor, which approval shall not be unreasonably withheld. A copy of the policy or certificate of insurance shall be delivered to Lessor within ten days after Lessee occupies the Leased Premises.

- 9. Fire Insurance and Waiver of Subrogation.** In case the Leased Premises shall be partially or totally destroyed by fire or other casualty it shall be repaired and restored by Lessor to as good a condition as existed immediately prior to such damage and a proportionate part of the rental payable shall be abated until so repaired, unless it is determined that the damage is more than fifty percent (50%) of the building or Leased Premises and within thirty (30) days after the date of the damage Lessor gives Lessee written notice of Lessor's election not to repair, whereupon this lease shall terminate. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings, or equipment. If Lessor elects to repair the damaged premises it shall

proceed promptly, in a manner which is reasonable under the circumstances. In no event shall Lessee be entitled to recover damages from Lessor related to partial or total destruction of the premises or to repair of the premises by Lessor.

Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of loss which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

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- 11. Quiet Enjoyment.** From the date the lease commences Lessee will have the right to use the Leased Premises consistent with Section 4 without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the hangar and adjacent areas that may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.
- 12. Care of Premises.** Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements and shall surrender the Leased Premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted.
- 13. Fixtures and Personal Property.** Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the Leased Premises during the term of the lease, other than Lessee's trade fixtures, equipment, and items related to Lessee's equipment, shall be the property of Lessor, and shall remain on the Leased Premises at the expiration or termination of the Lease, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee has placed on the Leased Premises at Lessee's expense, in a way which does not cause damage to the Leased Premises.

At the expiration or earlier termination of the lease term Lessee shall remove all furnishings, furniture, equipment, goods of any kind and trade fixtures from the Leased Premises. If Lessee fails to do so this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within thirty (30) days after the lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may effect a removal and place the

property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

- 14. Signs.** Lessee shall not erect or install any signs, flags, lights, or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from building common areas without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to maintain in good condition any signs or displays which are allowed.
- 15. Lessor's Access to Premises.** Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty-four (24) hours oral notice (without notice to protect public health and safety in an emergency) for the purpose of inspecting it, or to make repairs, additions or alterations to the Leased Premises or any property owned or controlled by Lessor. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, it may give notice that Lessee make the same within thirty (30) days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same in a timely manner, Lessor may make or cause such repairs to be made, and if Lessor makes or causes such repairs to be made, Lessee agrees that it will, within thirty (30) days, pay to Lessor the cost thereof.
- 16. Waiver.** One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

Assignment. Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the premises or part or parts thereof without like consent.

- 17. Default.** Time is of the essence of performance of all requirements of this Lease. If any rental or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the Lease may be terminated at the option of Lessor. If the Lease is terminated, Lessee's liability to Lessor for rents and damages, and Lessee's indemnity obligations, shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages.

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

18. FAA Requirements

- A. 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.
- B. 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.

19. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to the registered agent or a corporate officer of Lessee, or if addressed to Lessee, sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of Lessor or addressed to Port of Hood River, 1000 Port Marina Drive, Hood River, OR 97031, sent by certified mail with postage prepaid. Notice shall be deemed given on the date of personal delivery or if mailed, one day after the date of mailing.

20. Dispute Resolution. Any dispute involving this Lease may be resolved by mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a solution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in an arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto

21. Calculation of Time. Unless referred to as "Business Days," all periods of time referred to in this Agreement shall include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period shall be extended to include the next day which is not a Saturday, Sunday, or Legal Holiday. "Legal Holiday" shall mean any holiday

observed by the Federal Government. "Business Days" shall mean Monday through Friday and shall exclude Saturday, Sunday, and Legal Holidays.

22. Authority to Execute. The person executing this lease on behalf of Lessee warrants that they have the right to do so.

DATED this _____ day of _____, 2021.

Lessee:

**HOOD TECH CORP., AERO INC.
3624 Airport Drive
Hood River, OR 97031
(541) 386-1133**

Lessor:

**PORT OF HOOD RIVER
1000 Port Marina Drive
Hood River, OR 97031
(541) 386-1645**

BY:

**Jeremy Young
Its: President**

BY:

**Michael S. McElwee
Its: Executive Director**

**EXHIBIT A
LEASED PREMISES**

Commission Memo



Prepared by: Fred Kowell
Date: June 22, 2021
Re: Budget Resolution Transfer for FY 2020-21

Typically, towards the close of a fiscal year, a local government will adjust its budget to reflect changes that have occurred since the adoption of the original budget. These changes are reflected between major cost categories (objects) that are defined in the Adopted Budget as Personnel Services, Materials & Services, Capital Outlay and Debt Service. This budget resolution takes into account the changes between cost categories and between asset centers (i.e., Bridge, Marina, Airport, etc.).

For this to be a Budget Resolution Transfer, the overall budget appropriation level must ***not*** change. That is the case here. Only budgetary appropriation will be transferred from one cost category to another or within a cost category.

It should be noted that in preparing the Adopted Budget for FY 2020-21, I used the most current information at that time, however circumstances change during the year.

With this action, the Commission is only moving appropriation between Cost categories due to circumstances that occurred during the year that the original budget did not contemplate completely. The primary changes in this Budget Resolution Transfer are as follows:

- Increase Big 7 Materials & Services by \$8,000 from Capital Outlay due to higher maintenance costs than originally budgeted. The Big 7 roof came in under budget thus allowing for this transfer.
- Increase Halyard Materials & Services by \$30,000 from Lower Mill Capital Outlay due to the additional legal costs associated with the tenant improvement of \$260,000. In addition, a \$247,000 transfer to Halyard's Capital Outlay from Lower Mill Capital outlay for the Tenant improvement negotiated with Pfriem. Lower Mill Capital Outlay wetland mitigation did not move forward this year allowing for this transfer to occur.
- Increase Jensen's Debt Service from its Capital Outlay by \$1,000 due to the deferral of the Jensen balloon payment and the related interest.
- Increase the Marina Office building Materials & Services by \$5,000 from its Capital Outlay due to higher maintenance costs with regard to the HVAC and windows than originally budgeted. The TI placeholder for the Marina Office didn't materialize during the year, allowing for this transfer of budget to occur.
- Increase the Event Site Materials & Services by \$15,000 as well as the Nichols/Hook/Spit Materials & Services by \$10,000 from the Marina Park Capital

Outlay. This is due to the use of Porta-potties and additional trash receptacle's during the pandemic which increased costs not originally budgeted. The Marina Park picnic shelters did not move forward this year allowing for this transfer to occur.

- Increase the Airport Materials & Services by \$5,000 from its Capital Outlay budget that will provide an additional cushion for any unexpected end of year expenditure.
- Increase Bridge Repair & Replacement Materials & Services by \$20,000 from Capital Outlay to allow for any year end costs that have not been anticipated in the original budget.

This Budget Resolution Transfer is a zero impact to the overall appropriation for the Port. I look forward to any questions that you may have regarding the Budget Transfer.

RECOMMENDATION: Approve Budget Transfer Resolution No. 2020-21-4 for the FY 2020-21 budget.

Resolution No. 2020-21-4

Resolution Transfer

BE IT RESOLVED that the Board of Commissioners of the Port of Hood River hereby approves the Budget Transfers for the fiscal year ended June 30, 2021 as presented below and discussed before the Board.

Transfer of Appropriations between Cost Categories

<u>General Fund</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Change Increase (Decrease)</u>
<u>Appropriations</u>			
Personnel Services	\$ 189,600	\$ 189,600	\$ -
Materials & Services	548,150	548,150	-
<i>Total</i>	\$ 737,750	\$ 737,750	\$ -
<u>Revenue Fund</u>			
<u>Appropriations</u>			
Personnel Services	\$ 2,538,500	\$ 2,538,500	\$ -
Materials & Services	3,867,900	3,940,900	73,000
Capital Outlay	12,646,900	12,572,900	(74,000)
Debt Service	2,392,100	2,393,100	1,000
Transfers	2,732,150	2,732,150	-
Contingency	500,000	500,000	-
<i>Total</i>	\$ 24,677,550	\$ 24,677,550	\$ -
<u>Bridge Repair & Replacement Fund</u>			
Personnel Services	290,100	290,100	\$ -
Materials & Services	1,435,700	1,455,700	20,000
Capital Outlay	4,090,000	4,070,000	(20,000)
Debt Service	109,100	109,100	-
Contingency	500,000	500,000	-
<i>Total</i>	6,424,900	6,424,900	\$ -
<u>Appropriations</u>			
Personnel Services	\$ 3,018,200	\$ 3,018,200	\$ -
Materials & Services	5,851,750	5,944,750	93,000
Capital Outlay	16,736,900	16,642,900	(94,000)
Debt Service	2,501,200	2,502,200	1,000
Transfers	2,732,150	2,732,150	-
Contingency	1,000,000	1,000,000	-
<i>Total</i>	\$ 31,840,200	\$ 31,840,200	\$ -
<i>Total Appropriations</i>	\$ 31,840,200	\$ 31,840,200	\$ -

ADOPTED BY THE BOARD OF COMMISSIONERS this 22nd day of June, 2021.

John Everitt, President

Kristi Chapman, Treasurer

Ben Sheppard, Vice President

Dave Meriwether, Secretary

Hoby Streich

**PORT OF HOOD RIVER
BUDGET ADJUSTMENTS BETWEEN MAJOR COST OBJECTS
SCHEDULE OF EXPENDITURES AND CHANGES TO APPROPRIATION
FOR THE FY 2020-21**

REVENUE FUND	Personnel Services			Materials & Services			Capital Outlay			Debt Service			Increase/ (Decrease) to Adopted Budget	Notes
	Adopted	Revised	Actual	Adopted	Revised	Actual	Adopted	Revised	Actual	Adopted	Revised	Actual		
<i>Toll Bridge</i>	1,232,200	1,232,200	959,760	1,662,500	1,662,500	693,584	306,000	306,000	49,000	-	-	-	-	
<i>Industrial Facilities</i>														
Big 7	59,800	59,800	43,250	171,200	179,200	139,603	350,000	342,000	240,014	-	-	-	-	1
Jensen Property	68,400	68,400	49,100	214,700	214,700	143,866	195,000	194,000	26,063	1,986,000	1,987,000	1,986,452	-	2
Maritime Building	43,000	43,000	32,032	82,800	82,800	46,456	20,000	20,000	-	-	-	-	-	
Halyard Building	66,300	66,300	47,690	329,500	359,500	293,767	28,000	260,000	260,000	-	-	-	(262,000)	3, 4
Timber Incubator Bldg	31,000	31,000	22,788	37,500	37,500	23,245	15,000	15,000	9,670	-	-	-	-	
Wasco Bldg	54,000	54,000	39,944	97,000	97,000	71,307	50,000	50,000	-	-	-	-	-	
Hanel Lower Mill	38,200	38,200	28,158	26,900	26,900	15,751	1,730,000	1,468,000	17,087	153,500	153,500	-	262,000	3, 4
	360,700	360,700	262,962	959,600	997,600	733,995	2,388,000	2,349,000	552,833	2,139,500	2,140,500	1,986,452	-	
<i>Commercial Facilities</i>														
State (DMV) Office Bldg.	26,200	26,200	19,365	47,700	47,700	34,223	15,000	15,000	-	-	-	-	-	
Marina Office Building	41,700	41,700	31,205	51,300	56,300	44,796	28,000	23,000	-	-	-	-	-	5
Port Office Building	40,300	40,300	30,866	41,700	41,700	14,123	140,000	140,000	25,585	-	-	-	-	
	108,200	108,200	81,436	140,700	145,700	93,141	183,000	178,000	25,585	-	-	-	-	
<i>Waterfront Industrial Land</i>														
	89,400	89,400	63,311	215,400	215,400	125,121	4,475,000	4,475,000	-	160,100	160,100	-	-	
<i>Waterfront Recreation</i>														
Eventsite	137,900	137,900	101,619	62,200	77,200	60,289	41,000	41,000	4,585	-	-	-	(15,000)	6
Nichols/Hook/Spit	56,900	56,900	42,966	47,500	57,500	44,512	56,000	56,000	48,556	-	-	-	(10,000)	6
Marina Park	192,800	192,800	142,586	69,600	69,600	52,583	140,000	115,000	7,393	-	-	-	25,000	6
	387,600	387,600	287,171	179,300	204,300	157,384	237,000	212,000	60,534	-	-	-	-	
<i>Marina</i>														
	169,500	169,500	129,697	130,100	130,100	78,000	145,000	145,000	15,290	92,500	92,500	82,378	-	
<i>Airport</i>														
	163,400	163,400	119,919	158,100	163,100	127,280	4,513,900	4,508,900	3,430,375	-	-	-	-	7
Administration	27,500	27,500	-	270,400	270,400	106,724	304,000	304,000	12,253	-	-	-	-	
Maintenance	-	-	-	151,800	151,800	104,203	95,000	95,000	68,431	-	-	-	-	
	2,538,500	2,538,500	1,904,256	3,867,900	3,940,900	2,219,432	12,646,900	12,572,900	4,214,301	2,392,100	2,393,100	2,068,830	-	
<i>Increase/(Decrease) in Appropriation</i>														
					73,000			(74,000)			1,000			
Bridge Repair & Replacement Fund	290,100	290,100	222,636	1,435,700	1,455,700	1,097,535	4,090,000	4,070,000	179,738	109,100	109,100	-	-	8
General Fund	189,600	189,600	144,634	548,150	548,150	326,050	-	-	-	-	-	-	-	

Notes to Budget Adjustments:

Changes to appropriations to Cost Center

- 1 Transfer \$8,000 from Big 7 CIP to M&S to cover higher maintenance costs for the building.
- 2 Transfer \$1,000 from Jensen CIP to Debt Service to deferred payment.
- 3 Transfer \$232,000 from Hanel CIP to Halyard CIP for TI of \$260,000 that was negotiated.
- 4 Transfer \$30,000 from Hanel CIP to Halyard M&S for higher than anticipated legal costs related to TI negotiations.
- 5 Transfer \$5,000 from Marina Office CIP to M&S due to higher maintenance costs related to HVAC and windows than budgeted.
- 6 Transfer \$15,000 from Marina Park CIP to Eventsite M&S to cover porta-potty usage during pandemic. Transfer \$10k from Marina Park CIP to Nichols/Hook/Spit M&S for the same reason.
- 7 Transfer \$5,000 from Airport CIP to Airport M&S for extra cushion for any unforeseen end of year costs.
- 8 Transfer \$20,000 from Bridge Repair & Replacement CIP to M&S for any unforeseen end of year costs.

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Commission Memo



Prepared by: Fred Kowell
Date: June 22, 2021
Re: Adoption of the FY 2020-21 Budget

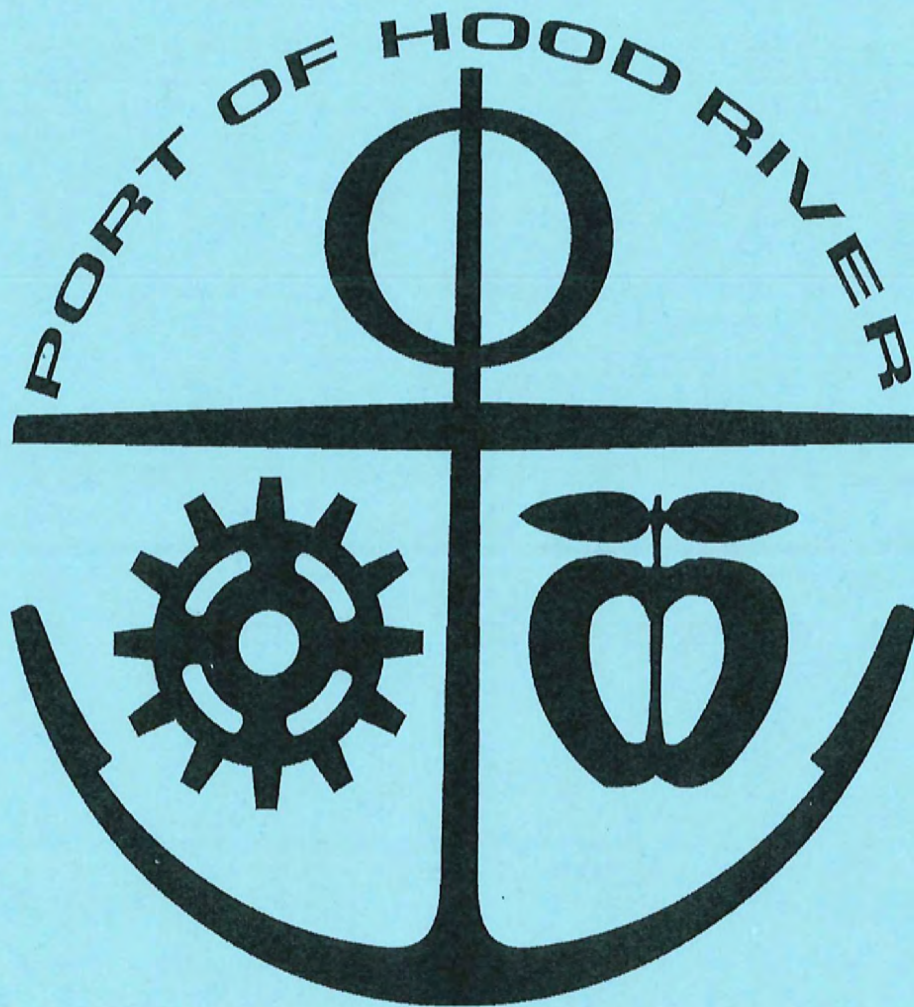
The attached Resolution No. 2020-21-5 represents the adoption of the Approved Budget for FY 2021-22. There are two formal actions incorporated into the one recommendation:

- Adoption of the budget.
- Adoption of the tax rate.

RECOMMENDATION: BE IT RESOLVED that the Board of Commissioners for the Port of Hood River hereby adopts the budget for fiscal year 2021-22 in the total of \$36,852,350 and hereby imposes the property taxes provided for in the adopted budget at the rate of \$0.0332 per \$1,000 of assessed value of all taxable property within the district.

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**BUDGET
FISCAL YEAR 2021-22**



ADOPTED BUDGET

ON

JUNE 22, 2021

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Board of Commissioners

John Everitt, President
 Ben Sheppard, Vice-President
 David Meriwether, Secretary
 Kristi Chapman, Treasurer
 Hoby Streich, Commissioner

Budget Committee

John Benton, Term 2023
 Larry Brown, Term 2023
 Judy Newman, Term 2021
 Svea Truax, Term 2023
 Becca Sanders, Term 2023

Budget Committee Meeting – May 4, 2021
 Budget Hearing – June 1, 2021
 Budget Adoption – June 22, 2021

Commission Memo



Prepared by: Fred Kowell
Date: May 4, 2021
Re: Budget Committee Recommendations for FY 2021-22
Approved Budget

Budget Committee Members present or absent: John Benton, Larry Brown, Judy Newman, Becca Sanders, and Svea Truax.

Governing Body present or absent: John Everitt, Ben Sheppard, David Meriwether, Kristi Chapman and Hoby Streich (absent).

Meeting started at 1:39p, with John Everitt (Board President) called the meeting to order and referred to the Budget Committee for appointment of officers to the Budget Committee.

Budget Committee approved John Benton as President and Judy Newman as Secretary. Judy Newman requested staff to take the minutes of the meeting.

Corrections discussed and approved by the Budget Committee:

- Change the term of Judy Newman to 2021 and Becca Sanders to 2023.
- Correct Hanel Lower Mills Capital Outlay to include the \$1.5 million on to CIP sheet page 34.
- Correction to Bridge Repair & Replacement fund Grants line and Transfer from Revenue Fund lines.
- Correction to Airport Capital Outlay to tie to CIP page 34.
- Correct page 27, Bridge Repair & Replacement fund Capital Outlay to match the CIP page 35.

Items discussed during the Budget Committee that are to be included in the budget:

- A CPI increase of 1.6561% from the Bureau of Labor Statistics for the Western Region Class B/C to be used in the Port's Approved Budget with regard to compensation and other agreements.
- A 2.5% rate increase is allowed to be included for slip rates for Marina tenants and a 6% rate increase for T-Hangar tenants at the airport. Both increases will allow the Port to bring these asset centers closer to self-sufficiency.
- CIP projects – Change the Hook Rigging project to \$40,000 from \$20,000 with a \$30,000 grant from Business Oregon. Add \$225,000 for the Avgas fuel tank at the airport due to a possible

delay in getting the tank installed before 2020-21 year end. Increase the Bridge Load Analysis from \$250,000 to \$500,000 and take the funding from the Hanel \$1.5 million placeholder.

- A toll increase of \$0.05 for Breezeby and \$0.25 for cash tolls to consider the cost-of-living since the last toll increase in January 2018. The toll increase if considered would not happen until January 2022.
- Questions: Commissioner Chapman discussed the need to market our tolling system to other agencies since we are enhancing its capabilities.
 - Svea Truax discussed the importance of moving forward quickly with the load analysis and the work that will be needed to be done to bring our bridge load capacity back up to 80,000 lbs. This led to more discussion of adding more budgetary authority to this capital line item.
- Judy Newman made a motion to approve the Property Tax Levy at the rate of \$.0332 per thousand of assessed value for FY 2021-22. 2nd by Larry Brown. Approved by all Budget Committee members in attendance.
- Larry Brown made a motion approve the Proposed FY 2021-22 budget with the modifications and corrections as discussed. Judy Newman 2nd the motion. Approved by all budget committee members in attendance.
- John Benton then adjourned the Budget Committee meeting.

Commission Memo



Prepared by: Fred Kowell
Date: June 1, 2021
Re: Budget Recommendations to Approved Budget to be Included in Adopted Budget for FY 2021-22

The following items have come about after the Budget Committee meeting that should be reflected in the budget before being adopted. Here is the following list.

- Jensen Building insurance reimbursement of \$20,000 will be paid before the new budget year thus removing it in the next year.
- The Oregon Tourism grant of \$40,000 was received this year, so remove the grant from Marina Park of \$10,000 and Hook/Spit/Nichols of \$30,000.
- Increase Seasonal wages budget by \$35,000 related to additional costs related to hiring staff to work at the Port and to provide a little cushion in case something happens during the year.
- Increase Lobbying for State of Washington by \$6,000 and Oregon by \$3,000 due to the increase funding capacity the states are going to have available.
- Increase Hook CIP for new rigging area by \$10,000 due to increases in contracts occurring.
- Increase Hanel CIP for wetland mitigation by \$10,000 due to additional costs associated with contracts and permitting.

RECOMMENDATION: Motion to approve the above modifications to the FY 2021-22 budget before adoption.



BUDGET MESSAGE



To: Port of Hood River Budget Committee
From: Michael McElwee, Budget Officer
Date: May 4, 2021
Re: Budget Message for Fiscal Year 2021-22

The annual budget for the Port of Hood River is prepared by staff for review and approval by the Budget Committee and for subsequent adoption by the Port of Hood River Commission. This memorandum provides a management summary of issues facing the Port, an overview of the FY 2021-22 Proposed Budget and other information in accordance with O.R.S. 294.

Overview

The Port operates on a fiscal year that begins July 1 and ends June 30. The budget is a key document by which revenues are anticipated and the Commission's policy and expenditure priorities are identified. Public input is sought and welcome at all stages of budget development.

Budget preparation follows these key steps as required by state statute:

- A **Proposed Budget** is prepared by the Port's Budget Officer in collaboration with staff and is presented for discussion at the Commission's Spring Planning meeting. This year, the Spring Planning meeting was held on **April 6, 2021**.
- The Budget Committee meets today, **May 4, 2021** to discuss the **Proposed Budget**, makes changes as needed and approves it by formal vote. Upon approval, the Proposed Budget becomes the **Approved Budget**. Formal approval by the Budget Committee of the tax rate for the upcoming fiscal year is also required.
- The Approved Budget is the subject to a **public hearing** when the Commission seeks formal testimony from members of the public. This year the public hearing is scheduled to occur on Tuesday, **June 1, 2021**.
- The Commission then meets on **June 15, 2021** to consider any final changes and then approve the **Adopted Budget** which takes effect on **July 1, 2021**.

Budget Preparation Overview

The Port of Hood River is a Municipal Corporation in the State of Oregon and operates in accordance with ORS 777 and other statutes. All budget activities of the Port are categorized within the following three funds:

- **General Fund:** Includes activities related to general governmental activities. The revenue comes from property tax receipts. Since property taxes are insufficient to pay all governmental related expenditures, there is a transfer from the Revenue Fund for the difference.
- **Revenue Fund:** Most of the Port's activities are business-type activities and are accounted for in the Revenue Fund which is considered an Enterprise Fund. The primary revenues are from bridge tolls, tenant leases, and marina, airport, waterfront fees. The revenues and expenditures are identified then allocated to asset centers.
- **Bridge Repair and Replacement Fund:** This fund segregates revenues and expenditures related to capital improvements associated with the Hood River-White Salmon Interstate toll bridge. This fund is considered a Special Revenue fund and its sources of revenue are grant monies, bond receipts, and a portion of toll revenue from the 1994, 2012 and 2018 toll increases. These monies are transferred from the Revenue Fund. Expenditures for this fund are associated with capital improvements that extend the bridge's useful life, maintenance, and replacement planning. This fund also reflects debt service payments associated with bonded indebtedness related to bridge improvements. In addition, this fund records the activities for the replacement of the existing bridge.

Port of Hood River Financial Policies

The Port's annual budget is prepared in conformance with state law and its own financial "Financial Administrative Policies and Procedures" adopted in 2012 and updated in January 2014. Three financial policies, in particular, govern the long-range financial planning and annual budget preparation of the Port:

- The Port reserves an amount at least equal to 10% of the Port's depreciable assets.
- The Port's overall debt service coverage ratio should equal 2.0 or greater.
- The Port will pursue a Cash-on-Cash rate of return before debt service that exceeds the average cost of debt for the Port.

Budget Highlights

NOTE: *The novel coronavirus pandemic known as COVID-19 emerged in the State of Oregon in February 2020. Since March 2020 and continuing to today, many executive orders and public health directives have been issued by the State of Oregon and local health officials to curtail virus spread. The impacts of the COVID-19 crisis on national, state, and local economies are now well known. Impacts to Port operations were significant, resulting in full suspension of all tolling operations for six weeks, lower bridge traffic volumes, deferment of lease payments for several tenants, closure of the office to the public, remote work for staff and increased costs associated*

with maintenance of the Port's waterfront properties. However, the Port was able to take advantage of programs that provided financial reimbursement for some direct costs associated with COVID and reimbursement of a substantial portion of the lost toll revenue. At this time there is an ample supply of vaccines available to all community members and vaccination rates are increasing quickly. Although there is still uncertainty looking ahead in regard to COVID-19 variants, vaccination distribution rates and lingering impacts to some business sectors, the FY 2021-22 Proposed Budget has been prepared with a clear picture of the recent impacts of the COVID-19 pandemic on Port operations and likely impacts in the next fiscal year despite some lingering uncertainty.

The following sections are highlights of the FY 2021-22 Proposed Budget organized by major asset areas of the Port's operations.

ASSET AREAS

Industrial/Commercial Properties

- Overall vacancy rates in the Port's industrial and commercial real estate portfolio remain low, around 4%. This is a very positive condition in light of the COVID impacts to some businesses. In large part, this was due to Commission approval of a Rent Relief Policy that allowed for lease payments to be deferred and re-amortized over the remaining lease term or term extension. One major tenant requested significant financial assistance due to simultaneous commencement of a significant expansion project with severe downturn in business due to COVID restrictions. The full impacts of COVID-19 on Port occupancy rates and lease revenue are now well understood and high confidence projections can be made into next fiscal year.
- In FY 2020/21 the Port continued its efforts to invest in the maintenance and capital maintenance of existing leased buildings to maintain their functionality and leasability. The largest project completed was full replacement of the Big 7 Building roof, a longstanding need. However, several capital projects were deferred in light of COVID uncertainty. The largest were expansion of conditioned space within the Port Office Building for file storage and replacement of the northside windows on the Jensen building. These two projects are in the FY 2021/22 Proposed Budget. Also budgeted are replacement and upgrades to the fire alarm systems in the Big 7 and Jensen Buildings, respectively. Consistent with past practice, the budget includes some contingency for each building for lease significant repairs or tenant improvements.,
- Site preparation work is generally complete at the Port's 14-acre *Lower Mill Industrial Subdivision* in Odell. The permitted filling of a wetland is now expected to take place in FY 2021/22. This fill project would make the entire development ready. The Proposed budget depicts a placeholder of \$1.5 million in construction costs in case this project moves quicker through permitting than anticipated. The Port has postponed active marketing the Lower Mill lots and has instead executed short term ground leases with two businesses. In FY 2020/21 the Port carried out a feasibility analysis for an industrial building that could be built and retained in the Port's portfolio. However, it was

concluded that such a project could be feasible if certain market conditions were in place, thus the placeholder. The Port expects to continue efforts to market the Lower Mill lots with an eye to closing sales once the existing ground leases are terminated.

- For the last two years the Port Commission and staff worked to implement the Real Estate Development Strategy (“Strategy”) prepared in 2019. That Strategy assessed several real estate acquisition and development opportunities and identified several to pursue. It also evaluated our current lease template with an eye to improving net revenues from our existing leased portfolio. Lease template changes are, in fact, improving net revenues and will continue to do so as tenant leases expire. The primary real estate development opportunity being pursued is development of a commercial hangar at the Ken Jernstedt Airfield and the Proposed FY 2021/22 Budget includes funding for design, permitting and construction. The FY 2020/21 Budget reserved funding for acquisition of property but efforts to secure a large piece of land near Exit #62 was unsuccessful. The Port has also issued a solicitation to seek developer/business interest in Lot #900, a small, commercially zoned property on the waterfront near Exit #63. It is possible that this process will identify a private entity with whom the Port would collaborate to develop this property. Overall, the Port will continue to take steps to increase net revenue from its real estate portfolio where possible.
- In light of the significant challenges to development of Lot #1 including the high cost of infrastructure and the unavailability of tax increment financing from the Waterfront Urban Renewal District the Commission is now considering a phased approach. In FY 2020/21 conceptual engineering plans and cost estimates were prepared for the extension of Anchor Way which would bisect Lot #1 with the intent of seeking grant funding from ODOT’s Immediate Opportunity Fund and the federal Economic Development Administration. The Proposed FY 21/22 Budget allocates funds for additional engineering and pursuit of these grants. If successful, construction of the new road would take place in FY 2022/23.

Bridge/Transportation

- The Port has anticipated a reduction in capital spending on the bridge while the focus is on bridge replacement efforts continues. However, the FY 2021/22 Proposed Budget anticipates two major capital projects. First, ODOT carried out a weight rating analysis and directed that the limit on the bridge be reduced from 80,000 lbs. to 64,000 lbs. The FY 2021/22 Proposed Budget allocates funds for continuing engineering to determine if strengthening steps can be taken to restore the existing weigh limit. Second, evaluation of the approach ramps revealed high salt content in the concrete with must be addressed to prevent accelerated deterioration. The FY 2021/22 Proposed Budget allocates funds for engineering of a new waterproof membrane and new wearing surface to alleviate his condition. In addition, an important evaluation of the Lift Span’s drive rack pinion shafts, live load supports, counterweight trunnions and wire ropes was postponed from the fall. Carried out in spring 2021, these tests may reveal addition work that would need to be addressed in the capital planning for future years.

- Progress continues to be made on long-term bridge replacement efforts. The Final Environmental Impact Statement (“FEIS”), an important pre-condition to bridge replacement achieved approximately an 80% completion milestone in spring 2021. The FEIS is now expected to be completed in November 2021. At that time, the \$5 million allocation obtained from the State of Oregon in HB 2017 will be substantially expended. However, in 2020 the Port was awarded a \$5 million BUILD grant from the federal government and additional funds are now contemplated from the State of Washington through the efforts of Senator King. Therefore, the FY 2021/22 Proposed Budget includes over \$3.2million in capital expenditures and another \$842,000 in professional services on bridge replacement efforts. Staff is engaged in the lengthy process of selecting a bridge engineer and other consultants for this next phase of project work in conjunction with the Bi-State Working Group, a coalition of cities and counties in both Oregon and Washington.
- Significant disruption to the tolling operations due to COVID-19 occurred in 2020 including full suspension of tolling for six weeks and implementation of All Electronic Tolling (“AET”) for an additional four week until toll staff could return to the booth. As a result of these disruptions and the general decrease on traffic throughout most of the 2020/21 fiscal year, toll revenue is expected to be down approximately \$935,000. However, the Port was able to secure \$477,000 from the federal government to replace about half of this lost revenue and smaller amounts to reimburse for direct costs associated with COVID. The Commission made the decision to keep paying toll staff throughout the tolling suspension. In FY 2021-22 overall traffic volumes are expected to rebound to near normal levels although there will be ongoing uncertainty as the COVID-19 “tail” plays out. The FY 2021-22 Proposed Budget includes funding for continued development of the back-office support system, PCI compliance, Twilio integration and other administrative tools to implement All-Electronic Tolling.
- The FY 2021/22 Proposed Budget does anticipate an increase in the Breeze-By toll rate of 7% and an increase to the cash toll rate of \$.25 or 12.5%. These increases are intended to allow revenues to keep pace with inflation would commence in January 2022, subject to Commission approval.
- The Port continues to provide support services to the Port of Cascade Locks (POCL) for implementation of electronic tolling at the Bridge of the Gods. The system went live with a generally flawless execution in early 2020. The agreement added additional costs to the Port but has added about \$78,000 revenues and this is expected to continue going forward,

Recreation/Marina

- Several small capital projects were completed in FY 2020/21 including fencing replacement at the Marina walkway, a new ADA path at the Marina Restroom Block and repairs to Event Site Dock. However, several ,of these projects needed to be postponed

due to COVID restrictions and contractor availability which included pedestrian lighting at the Footbridge, and an allocation for ongoing repairs to the Marina Docks and South Basin Dock, respectively. These projects are in the FY 2021/22 Proposed Budget as well as several new, small capital projects. The budget also includes modest allocations to each of the primary recreation sites, generally for landscaping or minor repairs or upgrades.

- There is one significant potential capital project for the Marina. In early spring 2021, the Port applied for a significant financial grant from the Oregon State Marina Board to replace the grounding floats and ramp connection at the Marina Launch Ramp. If successful, the Port's financial match would be 60% or \$132,300. The FY 2021-22 Proposed Budget assumes that the grant application will be successful. A decision is expected in June.
- The FY 2021-22 Proposed Budget anticipates only a CPI increase for Marina tenants. This follows several years of an annual 6% increase intended to bring Marina's operating revenue in line with expenses.

Airport

- Two significant capital projects were completed in FY 2020/21: expansion of the North Ramp through a Connect VI grant from the State of Oregon and full replacement of the asphalt on the existing North Ramp through funding from the FAA. Both of these projects represent a significant investment in the Airport's infrastructure and provide shovel-ready development sites. As mentioned previously, the Port has retained an architect to prepare plans for a new commercial hangar targeted at local technology companies associated with aviation. The FY 2021/22 Proposed Budget assumes that this project will be constructed in 2022 using a combination of debt and reserve funds.
- A substantial increase in airport activity over the past two years resulted in complaints from airport neighbors about constant aircraft noise. A collaborative effort was undertaken with residential neighbors and pilots to evaluate potential ways to mitigate noise. One recommendation from that effort is to acquire the technology to monitor aviation activity including the time of take-offs and landings, and the types of aircraft using the airfield. The FY 2021/22 Proposed Budget includes \$60,000 to acquire this technology.
- A solicitation was issued in early 2021 to identify a Fixed Base Operator ("FBO") for the Airfield. The one respondent proposed providing the same slate of services that are provide today but dd not seek subsidy from the Port. If an agreement is approved by the Commission, this will save the Port about \$20,000/yr.
- An increase in T-Hangar lease rates has been implemented in the past two fiscal years. An additional 6% increase in rates is contemplated in the FY 2021-22 Proposed Budget in a continuing effort to bring operational revenue in line with expenses. . The Port will

continue to take these steps to ensure that the Airport can maintain a positive operating cash flow.

Administration & Management

- The Port provides medical insurance for all full-time employees and pays 90% of the premium. Employees pay 10%. Under our current insurance policy, premiums are expected to increase by about 6.9% in FY 2021-22.
- The Port's PERS obligation will not increase this next fiscal year.
- Typically, the Commission considers an increase in annual staff salary associated with annual change in the Consumers Price Index for the Western Region Class B/C as the benchmark rate. The Proposed Budget includes a CPI increase of 1.743% for eligible staff based on this index. Overall, with the addition to staffing as explained below, personnel costs (Wages, PERS, Healthcare, Taxes) are budgeted to increase by 8.6%.
- Continued investment in lobbying and advocacy services, primarily directed at Bridge replacement efforts is projected to stay even in the FY 2021-22 due to ongoing bridge replacement advocacy efforts and various opportunities for infrastructure funding from both federal and state governments. The total budget allocation is \$207,000 divided between State and Federal efforts.
- The FY 2021/22 Proposed Budget includes funding for several staffing changes designed to better accommodate the increasing workload and prepare a stable operating environment during likely staff retirements in the next several years. These changes include the new positions of Deputy Executive Director, Administrative Assistant and Maintenance Worker I. The changes would result in a net two new employees, be implemented in early 2022 and have a total cost impact of about \$105,000.

SUMMARY

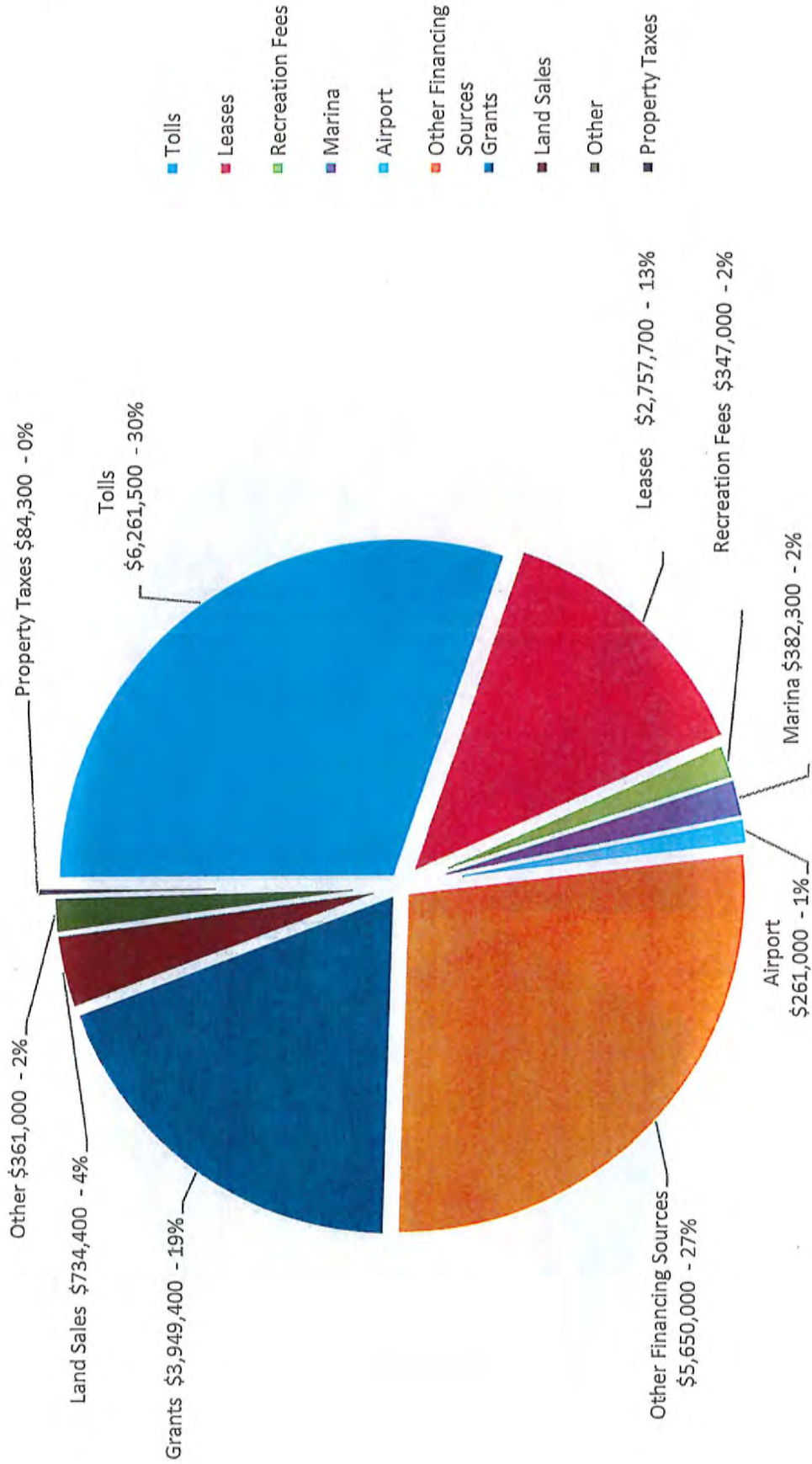
The FY 2021-22 Proposed Budget reflects project priorities, staffing levels and capital and administration expenditures that staff believe are consistent with the Port's mission and direction from the Port Commission. The Port has successfully managed through the challenges and uncertainty of the COVID-19 pandemic and it appears likely that FY 2021/22 will resemble a much more normal operating year. Significant progress on bridge replacement efforts has occurred over the last year and funding appears to be secured for the next, more challenging phases of this lengthy and ongoing effort. Despite the progress, the Port must remain committed to allocating sufficient resources maintain the safe operation of the existing bridge. And the Port must continue to consider reasonable real estate investments and enterprise activities that lead to enhanced revenue streams in the future that can help fill the gap in revenues if the bridge is ultimately replaced. The Port's waterfront properties are highly valued by the public and overall use demands are expected to increase-- smart investments and operational changes need to be considered each year. Finally, organizational changes and

establishment of project priorities should be considered to better accommodate the increasing workload and anticipate staffing changes in the years ahead.

GRAPHS

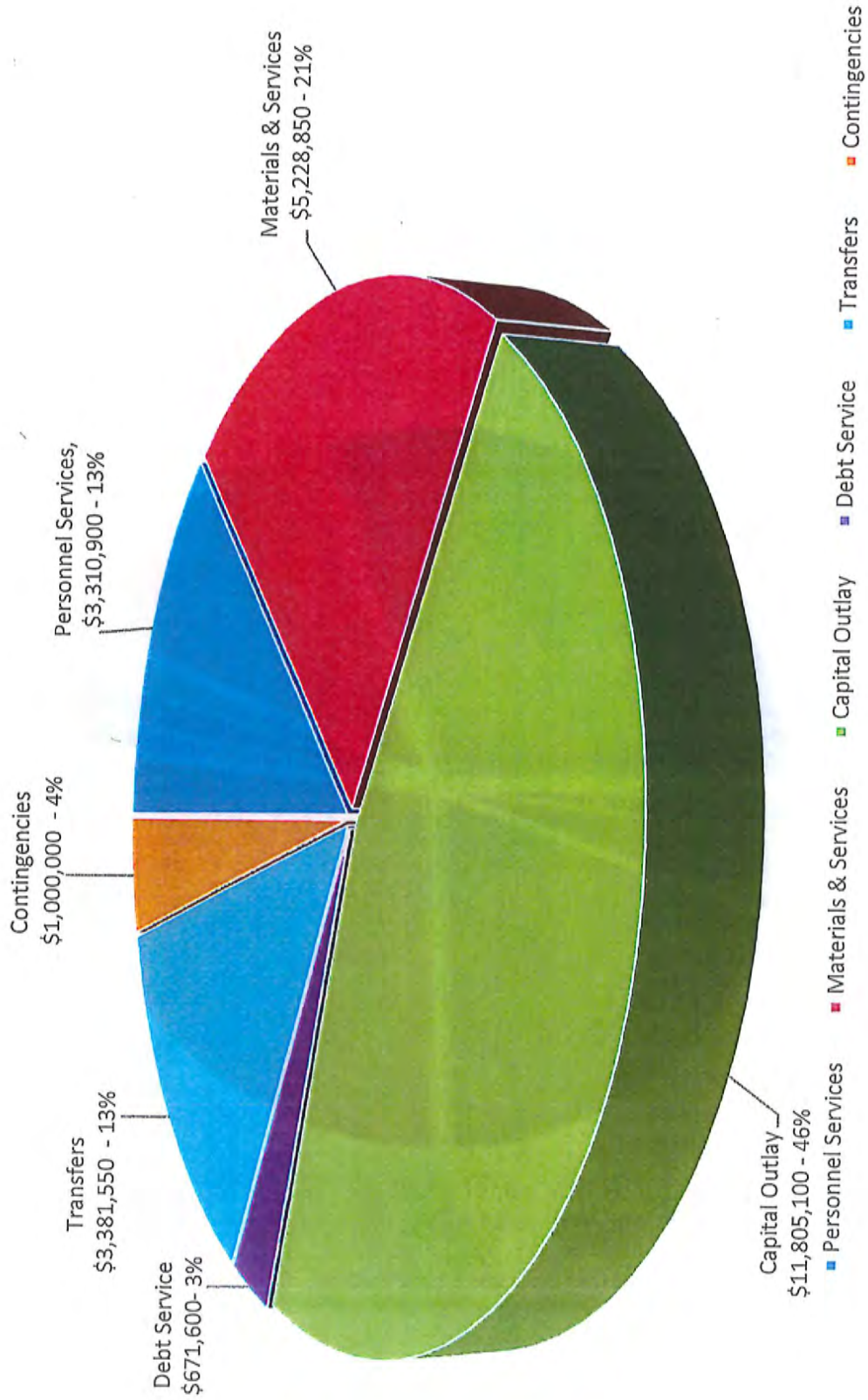
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PORT OF HOOD RIVER
 Schedule of Revenues
 Adopted Budget
 FY 2021-22



Total Revenues - \$20,788,600

PORT OF HOOD RIVER
 Schedule of Expenditures
 Adopted Budget
 FY 2021-22



Total Appropriations - \$25,398,000

BUDGET STATEMENTS

- GENERAL FUND
- REVENUE FUND
- BRIDGE REPAIR & REPLACEMENT FUND

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYS 433

LECTURE 10: QUANTUM MECHANICS

PORT OF HOOD RIVER
GENERAL FUND
BUDGET FOR FISCAL YEAR 2021-22

HISTORICAL DATA		BUDGET FY 2021-22	
2 YRS PRIOR * FY 2018-19	* 1YR PRIOR * FY 2019-20	* PROPOSED * FY 2020-21	* APPROVED * ADOPTED
1	212,409	292,800	300,000
2	7,514	7,090	7,000
3	219,923	299,890	307,000
4	72,877	76,636	75,000
5	72,877	76,636	75,000
6	545,471	448,392	662,750
7	\$ 838,271	\$ 824,918	\$ 1,044,750
8	4,800	5,200	6,000
9	123,740	79,460	94,400
10	19,602	19,694	35,000
11	11,939	41,439	54,200
12	\$ 160,081	\$ 145,793	\$ 189,600
13	48,550	48,550	48,550
14	-	-	1,000
15	-	-	5,000
16	17,619	14,660	31,400
17	22,879	12,470	32,000
18	34,134	34,222	50,200
19	3,166	3,425	4,000
20	172,943	153,331	187,000
21	21,760	68,048	118,000
22	34,942	26,380	39,000
23	20,323	10,793	22,000
24	9,074	4,487	10,000
25	\$ 385,390	\$ 376,366	\$ 548,150
26	-	-	-
27	-	-	-
28	\$ 545,471	\$ 522,159	\$ 737,750
29	160,081	145,793	189,600
30	385,390	376,366	548,150
31	-	-	-
32	-	-	-
33	-	-	-
34	\$ 545,471	\$ 522,159	\$ 737,750
35	-	-	-
36	-	-	-
37	\$ 160,081	\$ 145,793	\$ 189,600
38	\$ 385,390	\$ 376,366	\$ 548,150
39	-	-	-
40	-	-	-
41	\$ 545,471	\$ 522,159	\$ 737,750
42	\$ 292,800	\$ 302,759	\$ 307,000
43	\$ 838,271	\$ 824,918	\$ 1,044,750
44	-	-	-
45	\$ 545,471	\$ 522,159	\$ 737,750
46	\$ 292,800	\$ 302,759	\$ 307,000
47	\$ 838,271	\$ 824,918	\$ 1,044,750

PORT OF HOOD RIVER
GENERAL FUND
SCHEDULE OF MATERIALS AND SERVICES

	Actuals		Budget		% Change
	2018-19	2019-20	2020-21	2021-22	
<u>Lease</u>	48,550	48,550	48,550	48,550	0%
<u>Community Benefit Initiative</u>	0	0	5,000	2,500	-50.0%
<u>Utilities</u>					
Electric	-	-	800	800	
Gas	-	-	200	200	
	-	-	1,000	1,000	0%
<u>Supplies and Other</u>					
Phone/IT	5,331	5,537	6,500	7,000	
Copier/Postage	6,131	5,580	7,000	7,500	
GorgeNet/web site	403		900	1,500	
Election	1,507		3,000	3,000	
Training/Software			4,500	3,900	
Audit Filing	-		400	400	
Notices		59	600	600	
Advertising/Communications	5,688	880	3,000	7,000	
Govt ethics	-		500	500	
Misc	3,060	2,604	5,000	5,500	
	22,120	14,660	31,400	36,900	17.5%
<u>Travel & Meeting</u>	29,981	12,470	32,000	32,000	0%
<u>Dues & Memberships</u>					
Special Districts Assoc of OR	3,832	4,125	4,100	4,500	
Gorge Technology Alliance	500	600	500	600	
Pacific NW Waterways	14,125	6,153	14,500	8,500	
Oregon Public Ports Assn.	4,754		4,900	6,500	
Rotary Club HR	789	785	1,200	1,200	
Mid-Columbia Energy Council		10,000	10,000	10,000	
Oregon Economic Dev. Assn.	250		300	300	
Oregon Ethics Commission	570	659	600	700	
One Gorge	867		2,500	2,500	
Oregon Purchasing Dues	500	500	500	500	
Gorge Sailing/WAAAM/Other	250	250	1,000	1,000	
Oregon Airport Mgmt Assn.			500	500	
Mid-Columbia Economic	2,380	2,343	2,600	2,600	
GASB/OGFOA	160	160	500	500	
Mid-Columbia Economic	1,000	1,000	1,000	1,000	
Oregon Rail User's League	500	500	500	500	
IBTTA (2017 and 2018)	5,907	6,897	6,100	7,000	
HR Chamber/DBA/Other	250	250	3,000	5,000	
	36,634	34,222	50,200	48,900	-2.6%
<u>Insurance</u>					
General Liability	2,196	2,583	2,700	2,800	
Workers Comp	179	239	400	300	
Public Emp	376	188	500	400	
Treasurer Bond	415	415	400	500	
	3,166	3,425	4,000	4,000	0%
<u>Professional Services</u>					
Federal Govt Affairs	75,045	70,164	96,000	96,000	
State Govt Affairs	97,898	83,167	91,000	120,000	
IT	-	383	8,000	5,000	
Other	1,924	42,788	75,000	63,000	
Legal	15,635	19,654	30,000	30,000	
Retainer	4,200	4,200	5,000	5,000	
	194,702	220,356	305,000	319,000	4.6%
<u>Audit</u>					
Regular	27,840	26,380	29,000	29,000	
Fed Single/Pension	-	-	10,000	10,000	
	27,840	26,380	39,000	39,000	0%
<u>Miscellaneous</u>					
Newsletters	20,323	10,793	22,000	20,500	
Press Releases/Advertisements	4,574	5,511	10,000	11,500	
	24,897	16,304	32,000	32,000	0%
<u>Total General Fund</u>	\$ 387,890	\$ 376,367	\$ 548,150	\$ 563,850	2.9%

PORT OF HOOD RIVER
REVENUE FUND
BUDGET FOR FISCAL YEAR 2021-22

HISTORICAL DATA		ADOPTED BUDGET		BUDGET FY 2021-22	
2YRS PRIOR FY 2018-19	1YR PRIOR FY 2019-20	BUDGET FY 2020-21	PROPOSED	APPROVED	ADOPTED
7,237,925	6,512,658	10,350,000	9,527,000	9,527,000	9,527,000
182,592	182,592	150,000	100,000	100,000	100,000
7,420,517	6,695,250	10,500,000	9,627,000	9,627,000	9,627,000
TOTAL CASH AVAILABLE					
TOLL BRIDGE					
5,908,313	5,325,530	5,846,500	6,249,000	6,249,000	6,249,000
5,130	12,000	12,500	12,500	12,500	12,500
-	74,137	130,000	78,000	78,000	78,000
-	80,748	900,000	135,000	135,000	135,000
5,913,443	5,492,415	6,889,000	6,474,500	6,474,500	6,474,500
TOTAL TOLL BRIDGE					
INDUSTRIAL BUILDINGS					
Big 7 Building					
286,801	296,167	359,000	343,400	343,400	343,400
62,913	61,594	61,800	41,600	41,600	41,600
26,384	24,325	25,000	17,300	17,300	17,300
376,098	382,086	445,800	402,300	402,300	402,300
TOTAL BIG 7 BUILDING					
Jensen Property					
357,640	411,428	524,000	672,600	672,600	672,600
90,846	46,007	81,600	-	-	-
40,766	37,080	9,000	-	-	-
489,252	494,515	664,600	692,600	692,600	692,600
TOTAL JENSEN PROPERTY					
Maritime Building					
450,351	377,428	473,900	407,400	407,400	407,400
23,562	1,964	-	-	-	-
15,913	-	-	-	-	-
489,826	379,392	473,900	407,400	407,400	407,400
TOTAL MARITIME BUILDING					
Halyard Building					
230,585	201,620	288,800	624,100	624,100	624,100
177,109	211,076	212,300	-	-	-
92,906	42,327	63,400	-	-	-
88,477	-	-	-	-	-
589,077	455,023	564,500	624,100	624,100	624,100
TOTAL HALYARD BUILDING					
Timber Incubator Property					
76,003	81,077	94,800	93,100	93,100	93,100
7,786	7,947	10,600	1,600	1,600	1,600
7,609	6,006	6,100	1,900	1,900	1,900
91,398	95,030	111,500	96,600	96,600	96,600
TOTAL TIMBER INCUBATOR PROPERTY					
Wasco Street Business Park					
163,706	239,505	313,500	334,100	334,100	334,100
23,620	2,164	-	-	-	-
26,578	2,594	-	-	-	-
213,904	244,263	313,500	334,100	334,100	334,100
TOTAL WASCO STREET BUSINESS PARK					
Hanel Lower Mill					
-	-	-	60,750	60,750	60,750
1,730,000	1,730,000	1,730,000	1,500,000	1,500,000	1,500,000
OTHER FINANCING SOURCES					

PORT OF HOOD RIVER
REVENUE FUND
BUDGET FOR FISCAL YEAR 2021-22

HISTORICAL DATA		ADOPTED BUDGET		RESOURCE DESCRIPTION		BUDGET FY 2021-22	
2 YRS PRIOR FY 2018-19	1 YR PRIOR FY 2019-20	ADOPTED BUDGET FY 2020-21		PROPOSED	APPROVED	ADOPTED	
			LAND SALES				
			TOTAL UTS PORTSITE AND NEW SITE				
			TOTAL INDUSTRIAL BUILDINGS				
51							
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PORT OF HOOD RIVER
REVENUE FUND
BUDGET FOR FISCAL YEAR 2021-22

HISTORICAL DATA		ADOPTED BUDGET		BUDGET FY 2021-22		
2YRS PRIOR FY 2018-19	1YR PRIOR FY 2019-20	ADOPTED BUDGET FY 2020-21	RESOURCE DESCRIPTION	PROPOSED	APPROVED	ADOPTED
101 \$	19,258 \$	17,260 \$	19,300	\$ 19,800	\$ 29,800	\$ 19,800
102 \$	217,110 \$	206,745 \$	200,100	\$ 223,000	\$ 253,000	\$ 213,000
103						
104						
105	220,547	228,752	236,900	240,500	240,500	240,500
106	87,746	84,671	84,900	84,900	84,900	84,900
107	7,050	7,050	7,050	7,000	7,000	7,000
108	29,340	26,253	28,000	30,000	30,000	30,000
109	7,883	9,368	8,000	10,000	10,000	10,000
110	13,313	11,400	13,300	16,900	16,900	16,900
111	-	-	20,000	132,300	132,300	132,300
112 \$	365,879 \$	367,444 \$	398,150	\$ 521,600	\$ 521,600	\$ 521,600
113						
114						
115	119,594	126,465	134,100	143,900	143,900	143,900
116	27,464	28,255	33,600	40,900	40,900	40,900
117	21,028	22,315	24,200	23,100	23,100	23,100
118	25,099	24,754	21,900	21,900	21,900	21,900
119	13,110	13,041	15,000	6,400	6,400	6,400
120	3,415	3,309	3,700	23,800	23,800	23,800
121	312,298	1,389,445	3,769,000	\$ 261,600	\$ 261,600	\$ 261,600
122				\$ 3,300,000	\$ 3,300,000	\$ 3,300,000
123	3,370	1,185	1,000	1,000	1,000	1,000
124 \$	525,378 \$	1,608,769 \$	4,002,500	\$ 3,822,600	\$ 3,822,600	\$ 3,822,600
125						
126						
127						
128	3,000	-	2,500	2,500	2,500	2,500
129	-	-	-	-	-	-
130	5,495	3,451	13,500	16,000	16,000	16,000
131 \$	8,495 \$	3,451 \$	16,000	\$ 18,500	\$ 18,500	\$ 18,500
132						
133 \$	16,989,672 \$	16,733,406 \$	31,711,250	\$ 25,772,550	\$ 25,552,550	\$ 25,553,300

PORT OF HOOD RIVER
REVENUE FUND
BUDGET FOR FISCAL YEAR 2021-22

HISTORICAL DATA		BUDGET FY 2021-22	
2YRS PRIOR FY 2018-19	1 YR PRIOR FY 2019-20	ADOPTED BUDGET FY 2020-21	DESCRIPTION
678,771	743,363	825,800	PERSONNEL SERVICES
256,522	308,695	406,400	WAGES & SALARIES
935,293	1,052,058	1,232,200	TAXES & BENEFITS
18,188	16,459	22,000	TOTAL PERSONNEL SERVICES
30,043	8,790	50,000	MATERIALS & SERVICES
265,517	293,859	319,500	ALL UTILITIES
182,758	294,199	726,000	FIXED MAINTENANCE
12,995	29,141	20,000	INSURANCE
166,679	137,472	200,000	PROFESSIONAL SERVICES -Other
70,677	88,020	35,000	PROFESSIONAL SERVICES -Legal
746,857	949,815	1,662,500	CREDIT CARD PROCESSING
261,098	122,229	306,000	TRANSPONDER WRITE-OFF
261,098	122,229	306,000	MISCELLANEOUS REPAIRS & PURCHASES
1,943,248	2,124,102	3,200,700	TOTAL MATERIALS & SERVICES
			CAPITAL OUTLAY
			CAPITAL PURCHASE
			TOTAL CAPITAL OUTLAY
			TOTAL TOLL BRIDGE
			TOTAL TOLL BRIDGE

HISTORICAL DATA		BUDGET FY 2021-22	
2YRS PRIOR FY 2018-19	1 YR PRIOR FY 2019-20	ADOPTED BUDGET FY 2020-21	DESCRIPTION
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935,293	1,052,058	1,232,200	TAXES & BENEFITS
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			CAPITAL OUTLAY
			CAPITAL PURCHASE
			TOTAL CAPITAL OUTLAY
			TOTAL TOLL BRIDGE
			TOTAL TOLL BRIDGE

HISTORICAL DATA		BUDGET FY 2021-22	
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261,098	122,229	306,000	TOTAL MATERIALS & SERVICES
261,098	122,229	306,000	CAPITAL OUTLAY
1,943,248	2,124,102	3,200,700	CAPITAL PURCHASES
			TOTAL CAPITAL OUTLAY
			TOTAL BIG 7 BUILDING
			TOTAL BIG 7 BUILDING

HISTORICAL DATA		BUDGET FY 2021-22	
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166,679	137,472	200,000	PROFESSIONAL SERVICES -Design & Engineering
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746,857	949,815	1,662,500	MISCELLANEOUS REPAIRS & PURCHASES
261,098	122,229	306,000	TOTAL MATERIALS & SERVICES
261,098	122,229	306,000	CAPITAL OUTLAY
1,943,248	2,124,102	3,200,700	CAPITAL PURCHASES
			TOTAL CAPITAL OUTLAY
			TOTAL BIG 7 BUILDING
			TOTAL BIG 7 BUILDING

PORT OF HOOD RIVER
REVENUE FUND
BUDGET FOR FISCAL YEAR 2021-22

HISTORICAL DATA		ADOPTED BUDGET		BUDGET FY 2021-22		
2YRS PRIOR FY 2018-19	1 YR PRIOR FY 2019-20	ADOPTED BUDGET FY 2020-21		PROPOSED	APPROVED	ADOPTED
52						
53	34,968	108,242	195,000			
54	\$ 34,968	\$ 108,242	\$ 195,000	\$ 189,400	\$ 189,400	\$ 189,400
55						
56	144,942	128,429	1,986,000	160,000	160,000	160,000
57	\$ 144,942	\$ 128,429	\$ 1,986,000	\$ 160,000	\$ 160,000	\$ 160,000
58	\$ 426,562	\$ 487,247	\$ 2,464,100	\$ 625,100	\$ 625,100	\$ 625,100
59						
60						
61	25,106	26,189	27,600	28,300	28,300	28,300
62	11,578	12,341	15,400	16,800	16,800	16,800
63	\$ 36,684	\$ 38,530	\$ 43,000	\$ 45,100	\$ 45,100	\$ 45,100
64						
65	28,665	26,638	35,000	30,000	30,000	30,000
66	3,933	914	10,000	5,000	5,000	5,000
67	4,697	5,777	5,700	6,200	6,200	6,200
68	15,913	16,200	17,100	17,000	17,000	17,000
69	2,697	-	5,000	5,000	5,000	5,000
70	6,820	410	5,000	5,000	5,000	5,000
71	4,230	2,014	5,000	4,000	4,000	4,000
72	\$ 66,955	\$ 51,653	\$ 82,800	\$ 72,200	\$ 72,200	\$ 72,200
73						
74			20,000	20,000	20,000	20,000
75	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
76	\$ 103,639	\$ 90,183	\$ 145,800	\$ 137,300	\$ 137,300	\$ 137,300
77						
78						
79	37,711	40,980	42,500	43,800	43,800	43,800
80	17,221	19,239	23,800	26,100	26,100	26,100
81	\$ 54,932	\$ 60,219	\$ 66,300	\$ 69,900	\$ 69,900	\$ 69,900
82						
83	176,284	191,726	218,000	214,000	214,000	214,000
84	21,947	29,404	27,000	31,000	31,000	31,000
85	4,037	4,708	5,000	5,400	5,400	5,400
86	58,447	60,456	63,500	63,500	63,500	63,500
87	3,564	4,086	5,000	5,000	5,000	5,000
88	4,884	2,027	5,000	5,000	5,000	5,000
89	4,030	2,893	6,000	5,000	5,000	5,000
90	\$ 273,193	\$ 295,300	\$ 329,500	\$ 328,900	\$ 328,900	\$ 328,900
91						
92			28,000	20,000	20,000	20,000
93	\$ -	\$ -	\$ 28,000	\$ 20,000	\$ 20,000	\$ 20,000
94	\$ 328,125	\$ 355,519	\$ 423,800	\$ 418,800	\$ 418,800	\$ 418,800
95						
96						
97	18,377	18,472	20,000	20,600	20,600	20,600
98	8,757	8,725	11,000	12,000	12,000	12,000
99	\$ 27,134	\$ 27,197	\$ 31,000	\$ 32,600	\$ 32,600	\$ 32,600
100						
101	10,297	10,578	13,000	15,000	15,000	15,000
102	4,193	4,041	6,000	5,000	5,000	5,000
103	549	640	1,000	800	800	800

PORT OF HOOD RIVER
REVENUE FUND
BUDGET FOR FISCAL YEAR 2021-22

HISTORICAL DATA		BUDGET FY 2021-22				
2 YRS PRIOR FY 2018-19	1 YR PRIOR FY 2019-20	ADOPTED BUDGET FY 2020-21	DESCRIPTION	PROPOSED	APPROVED	ADOPTED
104	7,109	7,130	PROPERTY TAX	8,000	8,000	8,000
105	2,097	2,000	PROFESSIONAL SERVICES-Design & Engineering	2,000	2,000	2,000
106	352	8,143	PROFESSIONAL SERVICES-Legal	5,000	5,000	5,000
107	1,743	481	MISCELLANEOUS REPAIRS & PURCHASES	2,000	2,000	2,000
108	26,340	31,013	CAPITAL OUTLAY	37,800	37,800	37,800
109			CAPITAL PURCHASES			
110		15,000	TOTAL CAPITAL OUTLAY	15,000	15,000	15,000
111		15,000	TOTAL CAPITAL OUTLAY	15,000	15,000	15,000
112	53,474	58,210	TOTAL TIMBER INCUBATOR PROPERTY	85,400	85,400	95,400
113			***Wasco Street Business Park***			
114			PERSONNEL SERVICES			
115	29,665	32,997	WAGES & SALARIES	35,400	35,400	35,400
116	13,656	15,447	TAXES & BENEFITS	21,500	21,500	21,500
117	43,321	48,444	TOTAL PERSONNEL SERVICES	56,900	56,900	56,900
118			MATERIALS & SERVICES			
119	32,855	32,372	ALL UTILITIES	32,000	32,000	32,000
120	9,736	12,396	FIXED MAINTENANCE	10,000	10,000	10,000
121	4,824	5,625	INSURANCE	6,400	6,400	6,400
122	27,543	29,100	PROPERTY TAX	31,800	31,800	31,800
123	2,097	2,000	PROFESSIONAL SERVICES-Design & Engineering	2,000	2,000	2,000
124	2,970	44	PROFESSIONAL SERVICES-Legal	3,000	3,000	3,000
125	17,793	15,000	MISCELLANEOUS REPAIRS & PURCHASES	10,000	10,000	10,000
126	97,818	87,508	TOTAL MATERIALS & SERVICES	95,200	95,200	95,200
127			CAPITAL OUTLAY			
128	19,942	84,822	CAPITAL PURCHASES	50,000	50,000	50,000
129	19,942	84,822	TOTAL CAPITAL OUTLAY	50,000	50,000	50,000
130	161,081	220,774	TOTAL WASCO STREET BUSINESS PARK	202,100	202,100	202,100
131			***HANEL LOWER MILLS***			
132			PERSONNEL SERVICES			
133	22,812	23,384	WAGES & SALARIES	25,800	25,800	25,800
134	10,557	11,307	TAXES & BENEFITS	14,500	14,500	14,500
135	33,369	34,691	TOTAL PERSONNEL SERVICES	40,300	40,300	40,300
136			MATERIALS & SERVICES			
137	1,102	2,463	ALL UTILITIES	4,000	4,000	4,000
138	4,172	129	FIXED MAINTENANCE	5,000	5,000	5,000
139	541	631	INSURANCE	800	800	800
140	5,762	1,679	PROFESSIONAL SERVICES-Design & Engineering	7,000	7,000	7,000
141	5,561	2,379	PROFESSIONAL SERVICES-Legal	8,000	8,000	8,000
142	664	1,935	MISCELLANEOUS REPAIRS & PURCHASES	3,000	3,000	3,000
143	17,802	9,216	TOTAL MATERIALS & SERVICES	27,800	27,800	27,800
144			CAPITAL OUTLAY			
145	511,887	114,257	CAPITAL PURCHASES	\$1,525,000	\$1,275,000	\$1,285,000
146	511,887	114,257	TOTAL CAPITAL OUTLAY	1,525,000	1,275,000	1,285,000
147	1,853,771	-	PRINCIPAL & INTEREST	97,600	97,600	97,600
148	1,853,771	-	TOTAL DEBT SERVICE	97,600	97,600	97,600
149	2,416,829	158,164	TOTAL HANEL LOWER MILLS	1,650,700	1,440,700	1,450,700
150	3,695,932	1,605,787	TOTAL INDUSTRIAL BUILDINGS	3,439,400	3,189,400	3,209,400
151			COMMERCIAL BUILDINGS			
152			***State DMV Office Building***			
153			PERSONNEL SERVICES			

PORT OF HOOD RIVER
REVENUE FUND
BUDGET FOR FISCAL YEAR 2021-22

HISTORICAL DATA		BUDGET FY 2021-22	
2 YRS PRIOR FY 2018-19	1 YR PRIOR FY 2019-20	PROPOSED	APPROVED
ADOTTED BUDGET FY 2020-21		ADOTTED	
154	15,454	17,500	17,500
155	7,336	10,300	10,300
156	22,790	27,800	27,800
157			
158	8,202	9,000	9,000
159	4,437	7,000	7,000
160	1,153	1,500	1,500
161	1,903	4,200	4,200
162	2,097	2,000	2,000
163	196	2,000	2,000
164	21,631	27,000	27,000
165	39,619	52,700	52,700
166	9,621		
167	9,621	25,000	25,000
168	9,621	25,000	25,000
169	72,030	105,500	105,500
170			
171			
172	23,002	27,300	27,300
173	10,630	16,700	16,700
174	33,632	44,000	44,000
175			
176	14,617	16,000	16,000
177	10,039	10,000	10,000
178	3,074	4,100	4,100
179	11,677	10,500	10,500
180	2,097	2,000	2,000
181		2,000	2,000
182	6,711	11,000	11,000
183	48,215	55,600	55,600
184			
185	24,500	30,000	30,000
186	24,500	30,000	30,000
187	106,347	129,600	129,600
188			
189			
190	22,126	26,400	26,400
191	10,188	16,100	16,100
192	32,314	42,500	42,500
193			
194	11,896	19,000	19,000
195	4,703	8,000	8,000
196	2,194	2,900	2,900
197	300	1,000	1,000
198		1,000	1,000
199	5,652	6,000	6,000
200	24,745	37,900	37,900
201			
202		140,000	140,000
203		140,000	140,000
204	57,059	220,400	220,400
205	235,436	455,500	455,500

PORT OF HOOD RIVER
REVENUE FUND
BUDGET FOR FISCAL YEAR 2021-22

HISTORICAL DATA

2YRS PRIOR FY 2018-19	1 YR PRIOR FY 2019-20	ADOPTED BUDGET FY 2020-21
37,251	45,676	62,800
17,108	22,266	26,600
\$ 54,359	\$ 67,942	\$ 89,400

BUDGET FY 2021-22

EXPENDITURES DESCRIPTION	PROPOSED	APPROVED	ADOPTED
PERSONNEL SERVICES			
WAGES	66,200	66,200	71,000
BENEFITS	27,600	27,600	28,000
TOTAL PERSONNEL SERVICES	\$ 93,800	\$ 93,800	\$ 99,000

WATERFRONT INDUSTRIAL LAND

206 PERSONNEL SERVICES			
207 WAGES	10,000	10,000	10,000
208 INSURANCE	1,000	1,000	1,000
209 PROFESSIONAL SERVICES-Design/Misc	80,000	80,000	80,000
210 PROFESSIONAL SERVICES-Parking/Security	76,000	76,000	76,000
211 PROFESSIONAL SERVICES-Legal	40,000	40,000	40,000
212 MISCELLANEOUS REPAIRS & PURCHASES	5,000	5,000	5,000
213 TOTAL MATERIAL & SERVICES	\$ 212,000	\$ 212,000	\$ 212,000
214 CAPITAL OUTLAY			
215 CAPITAL PURCHASE	399,000	399,000	399,000
216 TOTAL CAPITAL OUTLAY	\$ 399,000	\$ 399,000	\$ 399,000
217 DEBT SERVICE			
218 PRINCIPAL & INTEREST			
219 TOTAL DEBT SERVICE	\$ -	\$ -	\$ -
220 TOTAL WATERFRONT INDUSTRIAL LAND	\$ 704,800	\$ 704,800	\$ 710,000

WATERFRONT RECREATION

221 PERSONNEL SERVICES			
222 WAGES	108,400	108,400	121,200
223 BENEFITS	36,700	36,700	37,900
224 TOTAL PERSONNEL SERVICES	\$ 145,100	\$ 145,100	\$ 159,100
225 MATERIALS & SERVICES			
226 ALL UTILITIES	19,000	19,000	19,000
227 FIXED MAINTENANCE	17,000	17,000	17,000
228 INSURANCE	3,500	3,500	3,500
229 PROFESSIONAL SERVICES-Design & Engineering	10,000	10,000	10,000
230 PROFESSIONAL SERVICES-Legal	3,000	3,000	3,000
231 MISCELLANEOUS REPAIRS & PURCHASES	21,000	21,000	21,000
232 CAPITAL OUTLAY			
233 CAPITAL PURCHASES	73,500	73,500	73,500
234 TOTAL CAPITAL OUTLAY	\$ 70,000	\$ 70,000	\$ 70,000
235 TOTAL WATERFRONT RECREATION	\$ 288,600	\$ 288,600	\$ 302,600

PORT OF HOOD RIVER
REVENUE FUND
BUDGET FOR FISCAL YEAR 2021-22

HISTORICAL DATA		BUDGET FY 2021-22	
2 YRS PRIOR FY 2018-19	1 YR PRIOR FY 2019-20	PROPOSED	APPROVED
258 \$	30,335 \$	46,184 \$	47,500
259			
260	5,839	29,427	56,000
261 \$	5,839 \$	29,427 \$	56,000
262 \$	78,991 \$	121,129 \$	160,400
263			
264			
265	104,451	102,615	131,900
266	48,974	46,563	60,900
267 \$	153,425 \$	149,178 \$	192,800
268			
269	18,303	13,894	16,000
270	26,304	20,596	24,000
271	2,858	3,332	3,500
272	1,413	1,442	1,600
273	2,834	-	13,000
274	396	-	3,000
275	11,624	12,330	8,500
276 \$	63,732 \$	51,594 \$	69,600
277			
278	19,308	2,500	140,000
279 \$	19,308 \$	2,500 \$	140,000
280 \$	236,465 \$	203,272 \$	402,400
281 \$	480,883 \$	494,750 \$	803,900
282			
283			
284	96,586	96,117	110,200
285	45,571	46,476	59,300
286 \$	142,157 \$	142,593 \$	169,500
287			
288	25,103	24,075	28,000
289	46,196	28,451	35,000
290	5,888	6,865	7,100
291	7,289	6,330	35,000
292	3,740	2,306	5,000
293	21,007	17,515	20,000
294 \$	109,223 \$	85,542 \$	130,100
295			
296	9,063	-	145,000
297 \$	9,063 \$	- \$	145,000
298			
299	93,059	90,876	92,500
300 \$	93,059 \$	90,876 \$	92,500
301 \$	353,502 \$	319,011 \$	537,100
302 \$	353,502 \$	319,011 \$	537,100
303			
304			
305	100,737	97,073	106,700
306	47,065	46,476	56,700
307 \$	147,802 \$	143,549 \$	163,400
308			
309	33,299	32,958	42,000

EXPENDITURES		BUDGET FY 2021-22	
DESCRIPTION	PROPOSED	APPROVED	ADOPTED
TOTAL MATERIAL & SERVICES	54,500 \$	54,500 \$	54,500
CAPITAL OUTLAY			
CAPITAL PURCHASES	65,000 \$	85,000 \$	95,000
TOTAL CAPITAL OUTLAY	65,000 \$	85,000 \$	95,000
TOTAL HOOK/SPIT/NICHOLS	179,400 \$	199,400 \$	211,100
Marina Park			
PERSONNEL SERVICES			
WAGES & SALARIES	137,900	137,900	147,500
TAXES & BENEFITS	64,800	64,800	65,700
TOTAL PERSONNEL SERVICES	202,700 \$	202,700 \$	213,200
MATERIALS & SERVICES			
ALL UTILITIES	18,000	18,000	18,000
FIXED MAINTENANCE	24,000	24,000	24,000
INSURANCE	3,800	3,800	3,800
PROPERTY TAX	1,600	1,600	1,600
PROFESSIONAL SERVICES-Design & Engineering	13,000	13,000	13,000
PROFESSIONAL SERVICES-Legal	3,000	3,000	3,000
MISCELLANEOUS REPAIRS & PURCHASES	15,000	15,000	15,000
TOTAL MATERIALS & SERVICE	78,400 \$	78,400 \$	78,400
CAPITAL OUTLAY			
CAPITAL PURCHASES	175,500	175,500	175,500
TOTAL CAPITAL OUTLAY	175,500 \$	175,500 \$	175,500
TOTAL MARINA PARK	456,600 \$	456,600 \$	467,100
TOTAL WATERFRONT RECREATION	924,600 \$	944,600 \$	980,800
MARINA			
PERSONNEL SERVICES			
WAGES & SALARIES	110,600	110,600	112,200
TAXES & BENEFITS	67,300	67,300	67,400
TOTAL PERSONNEL SERVICES	177,900 \$	177,900 \$	179,600
MATERIALS & SERVICES			
ALL UTILITIES	26,000	26,000	26,000
FIXED MAINTENANCE	30,000	30,000	30,000
INSURANCE	7,600	7,600	7,600
PROFESSIONAL SERVICES- Other/Sheriff	35,000	35,000	35,000
PROFESSIONAL SERVICES-Legal	5,000	5,000	5,000
MISCELLANEOUS REPAIRS & PURCHASES	20,000	20,000	20,000
TOTAL MATERIALS & SERVICE	123,600 \$	123,600 \$	123,600
CAPITAL OUTLAY			
CAPITAL PURCHASES	353,600 \$	353,600 \$	353,600
TOTAL CAPITAL OUTLAY	353,600 \$	353,600 \$	353,600
DEBT			
PRINCIPAL & INTEREST	92,500	92,500	92,500
TOTAL DEBT	92,500 \$	92,500 \$	92,500
TOTAL MARINA	747,600 \$	747,600 \$	749,300
TOTAL MARINA	747,600 \$	747,600 \$	749,300
AIRPORT			
PERSONNEL SERVICES			
WAGES & SALARIES	110,000	110,000	111,600
TAXES & BENEFITS	62,200	62,200	62,400
TOTAL PERSONNEL SERVICES	172,200 \$	172,200 \$	174,000
MATERIALS & SERVICES			
ALL UTILITIES	41,000	41,000	41,000

PORT OF HOOD RIVER
REVENUE FUND
BUDGET FOR FISCAL YEAR 2021-22

FORM LB 31

HISTORICAL DATA

2YRS PRIOR FY 2018-19	1 YR PRIOR FY 2019-20	ADOPTED BUDGET FY 2020-21
41,228	52,730	55,000
10,713	12,021	12,100
3,803	3,782	4,000
8,817	8,708	10,000
4,986	18,832	20,000
10,293	6,926	15,000
113,139	135,957	158,100
424,344	1,266,901	4,513,900
424,344	1,266,901	4,513,900
685,285	1,546,407	4,835,400
685,285	1,546,407	4,835,400

EXPENDITURES
DESCRIPTION

DESCRIPTION	PROPOSED	APPROVED	ADOPTED
FIXED MAINTENANCE	70,000	70,000	70,000
INSURANCE	15,100	15,100	15,100
PROPERTY TAX	4,400	4,400	4,400
PROFESSIONAL SERVICES-Design & Engineering	10,000	10,000	10,000
PROFESSIONAL SERVICES-Legal	20,000	20,000	20,000
MISCELLANEOUS REPAIRS & PURCHASES	15,000	15,000	15,000
TOTAL MATERIALS & SERVICES	175,500	175,500	175,500
CAPITAL OUTLAY			
CAPITAL PURCHASES	\$3,613,000	\$3,838,000	\$3,838,000
TOTAL CAPITAL OUTLAY	3,613,000	3,838,000	3,838,000
DEBT			
PRINCIPAL & INTEREST			
TOTAL DEBT	243,000	243,000	243,000
TOTAL AIRPORT	4,203,700	4,428,700	4,430,500
TOTAL AIRPORT	4,203,700	4,428,700	4,430,500

ADMINISTRATION

PERSONNEL SERVICES	95,000	95,000	95,000
WAGES & SALARIES	1,000	1,000	1,000
TAXES & BENEFITS	2,700	2,700	2,700
TOTAL PERSONNEL SERVICES	30,000	30,000	30,000
MATERIALS & SERVICES	35,000	35,000	35,000
UNALLOCATED PURCHASES	70,000	70,000	70,000
NSF CHECKS-BAD DEBT	10,000	10,000	10,000
INSURANCE	18,000	18,000	18,000
PROFESSIONAL SERVICES-Legal	261,700	261,700	261,700
PROFESSIONAL SERVICES-Other			
PROFESSIONAL SERVICES-Systems/Accounting			
PROFESSIONAL SERVICES-Land Acquisition			
TRAVEL & MEETING			
TOTAL MATERIALS & SERVICES	261,700	261,700	261,700
CAPITAL OUTLAY			
CAPITAL PURCHASES	109,000	109,000	109,000
TOTAL CAPITAL OUTLAY	109,000	109,000	109,000
TOTAL ADMINISTRATION	408,200	408,200	406,600

MAINTENANCE

PERSONNEL SERVICES			
WAGES & SALARIES	5,000	5,000	5,000
TAXES & BENEFITS	1,200	1,200	1,200
TOTAL PERSONNEL SERVICES	6,200	6,200	6,200
MATERIALS & SERVICES			
PROFESSIONAL SERVICES			
INSURANCE	28,200	28,200	28,200
UNALLOCATED PURCHASES	55,000	55,000	55,000
MACHINERY MAINTENANCE	70,000	70,000	70,000
TOTAL MATERIALS & SERVICES	153,200	153,200	153,200
CAPITAL OUTLAY			
CAPITAL PURCHASES	81,000	81,000	84,000
TOTAL CAPITAL OUTLAY	81,000	81,000	84,000
TOTAL MAINTENANCE	240,400	240,400	243,400
TOTAL OPERATIONS EXPENDITURES	13,943,300	13,938,300	14,004,600

PORT OF HOOD RIVER
REVENUE FUND
BUDGET FOR FISCAL YEAR 2021-22

HISTORICAL DATA		BUDGET FY 2021-22				
2YRS PRIOR FY 2018-19	1 YR PRIOR FY 2019-20	ADOPTED BUDGET FY 2020-21	DESCRIPTION	PROPOSED	APPROVED	ADOPTED
362	545,471	448,392	TRANSFER-GENERAL FUND	756,350	756,350	764,250
363	1,953,201	361,458	TRANSFER-BRIDGE REPAIR FUND	1,887,400	2,617,400	2,617,300
364	-	-	CONTINGENCY - OPERATING	500,000	500,000	500,000
365						
366	\$ 10,565,492	\$ 7,875,750	TOTAL EXPENDITURES	\$ 17,087,050	\$ 17,812,050	\$ 17,886,150
367						
368	\$ 6,424,180	\$ 8,857,656	ENDING FUND BALANCE	\$ 8,685,500	\$ 7,740,500	\$ 7,667,150
369						
370						
371						
372	\$ 1,966,025	\$ 2,114,015	PERSONNEL SERVICES	\$ 2,681,100	\$ 2,681,100	\$ 2,714,400
373	\$ 2,454,985	\$ 2,846,508	MATERIALS & SERVICES	\$ 3,557,000	\$ 3,557,000	\$ 3,557,000
374	\$ 1,554,038	\$ 1,886,072	CAPITAL OUTLAY	\$ 7,112,100	\$ 7,107,100	\$ 7,140,100
375	\$ 2,091,772	\$ 219,305	DEBT SERVICES	\$ 593,100	\$ 593,100	\$ 593,100
376	\$ 2,498,672	\$ 809,850	TRANSFERS	\$ 2,643,750	\$ 3,373,750	\$ 3,381,550
377	\$ -	\$ -	CONTINGENCIES	\$ 500,000	\$ 500,000	\$ 500,000
378	\$ 10,565,492	\$ 7,875,750	TOTAL APPROPRIATIONS	\$ 17,087,050	\$ 17,812,050	\$ 17,886,150
379	\$ 140,707	\$ 140,707	FUND BALANCE - RESTRICTED	\$ 495,500	\$ 593,100	\$ 1,026,700
380	\$ 6,283,473	\$ 8,716,949	FUND BALANCE - UNASSIGNED	\$ 8,190,000	\$ 7,147,400	\$ 6,640,450
381	\$ 16,989,672	\$ 16,733,406	TOTAL REQUIREMENTS	\$ 25,772,550	\$ 25,552,550	\$ 25,553,300

PORT OF HOOD RIVER
BRIDGE REPAIR & REPLACEMENT FUND
BUDGET FOR FISCAL YEAR 2021-22

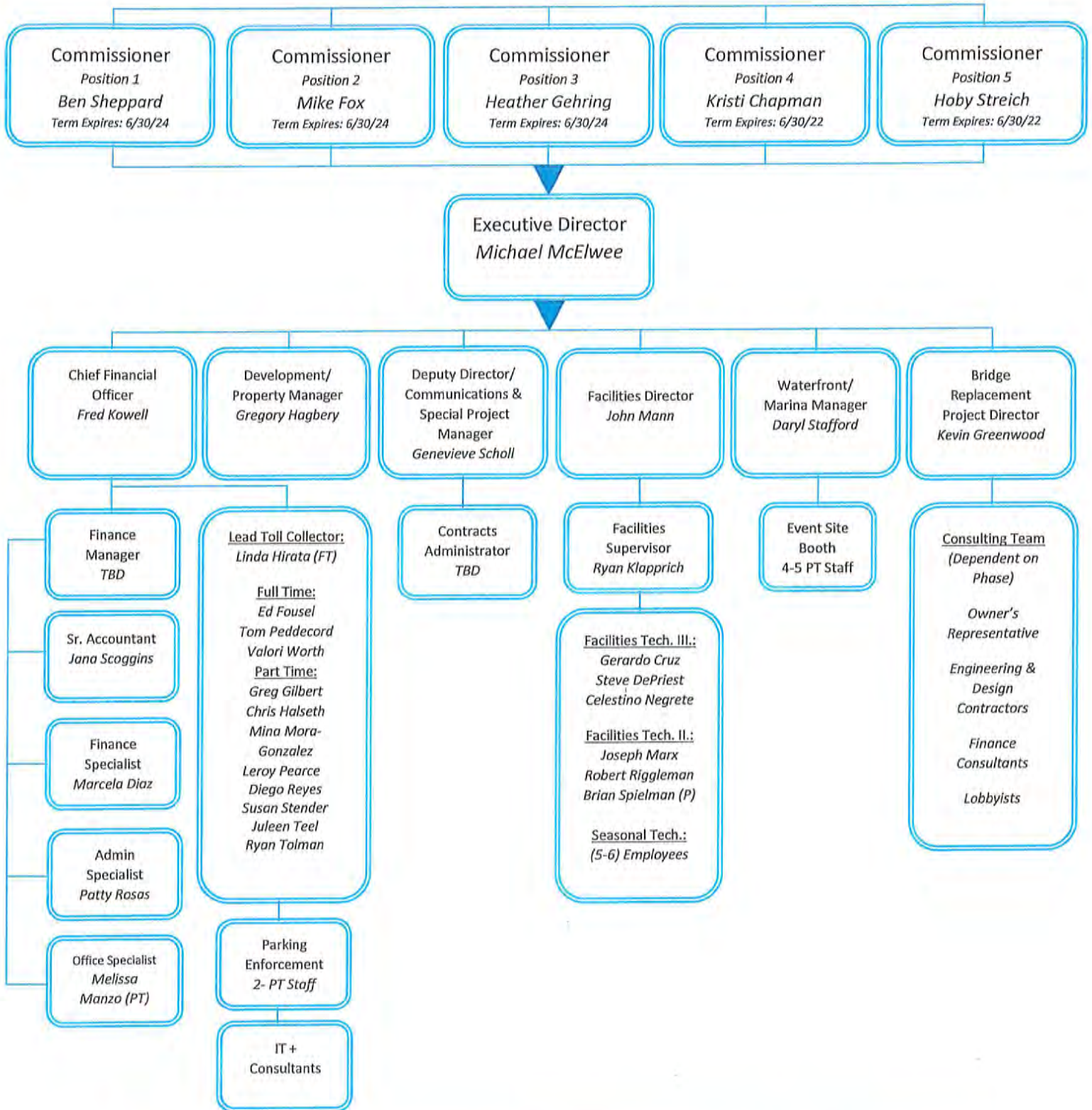
HISTORICAL DATA		ADOPTED BUDGET		BUDGET FY 2021-22		
ZYRS PRIOR	* 1ST PRECEDING *	FY 2019-20	FY 2020-21	* PROPOSED *	* APPROVED *	ADOPTED
FY 2018-19	FY 2019-20	FY 2019-20	FY 2020-21			
RESOURCE & EXPENDITURE						
RESOURCE						
1						
2	\$ 1,285,030	\$ 1,877,476	\$ 1,041,000		\$ 2,760,400	\$ 2,760,400
3	29,142	47,490	45,000		25,000	25,000
4	1,473,192	1,397,655	1,444,300		3,544,000	3,544,000
5	-	-	3,400,000		1,100,000	1,100,000
6	2,787,364	3,322,621	5,930,300		6,749,400	7,429,400
7						
8						
9	1,402,468	361,458	971,500		1,504,500	1,014,400
10	550,733	-	1,097,900		382,900	1,602,900
11	1,959,201	361,458	2,069,400		1,887,400	2,617,300
12	\$ 4,740,565	\$ 3,684,079	\$ 7,999,700		\$ 8,636,800	\$ 10,046,800
13						
14						
15	64,619	67,718	72,300		72,800	72,800
16	28,645	31,027	38,200		40,700	40,600
17	114,397	117,868	121,000		132,100	132,100
18	48,027	52,061	58,600		64,300	64,300
19	\$ 255,688	\$ 268,774	\$ 290,100		\$ 309,900	\$ 309,900
20						
21	2,910	14,958	20,000		20,000	20,000
22	680	793	1,000		1,000	1,000
23	41,660	29,267	90,000		215,000	185,000
24	264	200	30,000		30,000	30,000
25	2,252	-	30,000		30,000	30,000
26						
27	52,354	-	54,000		283,500	283,500
28	5,548	2,490	7,000		13,000	13,000
29	1,208,941	194,123	365,200		422,000	422,000
30	21,312	999,201	776,500		68,000	68,000
31	31,352	20,352	62,000		55,500	55,500
32	\$ 1,345,961	\$ 1,261,394	\$ 1,435,700		\$ 1,138,000	\$ 1,108,000
33						
34	775,664	228,954	690,000		1,405,000	1,435,000
35	-	-	3,400,000		3,230,000	3,230,000
36	\$ 775,664	\$ 228,954	\$ 4,090,000		\$ 4,320,000	\$ 4,665,000
37						
38	485,776	-	109,100		78,500	78,500
39	\$ 485,776	\$ -	\$ 109,100		\$ 78,500	\$ 78,500
40	\$ 2,863,089	\$ 1,759,112	\$ 5,924,900		\$ 5,846,400	\$ 6,161,400
41						
42	-	-	-		-	-
43	-	-	500,000		500,000	500,000
44	\$ 2,863,089	\$ 1,759,112	\$ 6,424,900		\$ 6,346,400	\$ 6,661,300
45						
46	\$ 1,877,476	\$ 1,924,967	\$ 1,574,800		\$ 2,290,400	\$ 3,385,400
47						
48						
49	\$ 255,688	\$ 268,774	\$ 290,100		\$ 309,900	\$ 309,800
50	\$ 1,345,961	\$ 1,261,384	\$ 1,435,700		\$ 1,138,000	\$ 1,108,000
51	\$ 775,664	\$ 228,954	\$ 4,090,000		\$ 4,320,000	\$ 4,665,000
52	\$ 485,776	\$ -	\$ 109,100		\$ 78,500	\$ 78,500
53	-	-	-		-	-
54	\$ 2,863,089	\$ 1,759,112	\$ 5,000,000		\$ 5,000,000	\$ 5,000,000
55	\$ -	\$ -	\$ 6,424,900		\$ 6,346,400	\$ 6,661,300
56	\$ 1,177,476	\$ 1,224,967	\$ 988,800		\$ 1,907,500	\$ 1,782,500
57	\$ 700,000	\$ 700,000	\$ 109,100		\$ 304,400	\$ 1,524,400
58	\$ 4,740,565	\$ 3,684,079	\$ 7,999,700		\$ 8,636,800	\$ 10,046,800
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ORGANIZATION CHART

PORT OF HOOD RIVER

Organization Chart

FY 2021-22



PERSONNEL SUMMARY AND COMPARISON

THE UNIVERSITY OF CHICAGO

PORT OF HOOD RIVER
PERSONNEL SUMMARY AND COMPARISON
FY 2021-22

PERSONNEL SUMMARY

WAGES

- Wage analysis for Office, Maintenance and Toll Booth Staff

Budget - FY 2020-21	\$ 2,031,000	
Cost of Living Index	33,600	1.66%
Compensation Step Increases	39,100	1.93%
Reclass Staff Positions	20,000	
Additional staff + Seasonal Contingency	89,000	
Budget - FY 2021-22	<u>\$ 2,212,700</u>	
<i>Increase in budget</i>	<u>\$ 181,700</u>	
<i>Percent increase compared to budget FY 2020-21</i>		<u>8.9%</u>
<i>Percent increase without reclass and added position</i>		<u>3.6%</u>

BENEFITS

- PERS increase due to wage increase not funding rate for the unfunded liability.
- Healthcare increased as compared against the prior year budget due mainly to increases in healthcare premiums of about 6.8%. Staff pay 10% of the premium cost with the Port self-insuring \$750 of the \$1,500 deductible.
- Workers Comp Insurance – about the same.
- Unemployment – Same
- Staffing the same as prior year budget.

	<u>Taxes and Benefits</u>	
Budget - FY 2020-21	\$ 987,200	
<i>Changes to Taxes and Benefits:</i>		
PERS	31,500	3.2%
Healthcare	35,600	3.6%
Taxes and Unemployment	7,900	0.8%
Added Staff Position and Reclassifications	36,000	3.6%
Budget - FY 2021-22	<u>\$ 1,098,200</u>	<u>11.2%</u>
<i>Increase in budget</i>	<u>\$ 111,000</u>	

NUMBER OF EMPLOYEES BY DEPARTMENT

	FY 2020-21			FY 2021-22		
	Office	Facilities	Toll Booth	Office	Facilities	Toll Booth
Full-Time	9.0	8.0	4.0	10.8	8.0	4.0
Part-Time	1.0	-	8.0	1.0	-	8.0
Seasonal	5.0	6.0	-	5.0	6.0	-
FTE *	10.8	11.7	10.6	11.8	12.2	10.6
Total FTE	<u>33.1</u>			<u>34.6</u>		

* Adjusted for Intern Hours

PERSONNEL AND BENEFITS DISTRIBUTED BY FUND

TOTAL PERSONNEL AND BENEFITS

FY 2020-21	\$ 3,018,200
FY 2021-22	<u>\$ 3,310,900</u>
<i>Increase in budget</i>	<u>\$ 292,700</u>
<i>Percent Increase in total</i>	<u>9.7%</u>
<i>Percent Increase without reclass and position</i>	<u>4.9%</u>

	Budget	
	FY 2020-21	FY 2021-22
General Fund	\$ 189,600	\$ 286,700
Revenue Fund	2,538,500	2,714,400
Bridge Repair Fund	290,100	309,800
All Funds	<u>\$ 3,018,200</u>	<u>\$ 3,310,900</u>

PERS CONTRIBUTION RATES

	Tier 1/2	Tier 3
PERS FY 2019-21	19.13%	14.02%
PERS FY 2022-23	19.55%	15.72%
PERS Rate Increase as a %	2.2%	12.1%

SCHEDULE OF MATERIALS & SERVICES

THE HISTORY OF THE UNITED STATES

The history of the United States is a complex and multifaceted story that spans centuries. It begins with the early Native American civilizations, such as the Mayans, Aztecs, and Incas, who built sophisticated societies in the Americas. The arrival of European explorers in the late 15th and early 16th centuries marked the beginning of a new era, as they sought to establish trade routes and colonies. The English, in particular, played a significant role in the development of the United States, starting with the Jamestown colony in 1607. Over time, the colonies grew and eventually sought independence from British rule, leading to the American Revolution in 1776. The new nation faced numerous challenges, including the Civil War in the mid-19th century, which was fought over the issue of slavery. The 20th century was a period of rapid change, with the United States emerging as a global superpower after World War II. It has since been involved in various international conflicts and has played a leading role in shaping the modern world. The history of the United States is a testament to the resilience and ingenuity of its people, and it continues to evolve as the nation moves forward.

PORT OF HOOD RIVER
REVENUE FUND
SCHEDULE OF MATERIALS & SERVICES

	Actuals		Budget		%
	2018-19	2019-20	2020-21	2021-22	
<u>UTILITIES</u>					
Bridge	18,189	16,459	22,000	21,000	
Big 7	67,378	66,343	71,000	71,000	
Jensen	102,378	88,031	104,000	95,000	
Maritime	28,665	26,638	35,000	30,000	
Halyard	176,284	191,726	218,000	214,000	
Timber Incubator	10,297	10,578	13,000	15,000	
Wasco	32,856	32,370	30,000	32,000	
Hanel	1,102	2,463	3,000	4,000	
State Office	8,202	6,984	10,000	9,000	
Marina Office	14,616	14,751	18,000	16,000	
Port Office	11,895	17,698	22,000	19,000	
Waterfront	-	-	-	-	
Eventsite	16,638	16,837	18,000	19,000	
Nichols Basin	2,110	1,620	5,000	4,000	
Hook/Spit	-	-	1,000	4,000	
Marina Park	18,302	13,894	16,000	18,000	
Marina	25,103	24,075	28,000	26,000	
Airport	33,300	32,957	42,000	41,000	
Subtotal	567,862	563,424	656,000	638,000	-2.7%

<u>MAINTENANCE</u>					
Bridge	30,043	8,790	50,000	50,000	
Big 7	16,255	16,782	20,000	20,000	
Jensen	21,381	11,208	20,000	20,000	
Maritime	3,933	914	10,000	5,000	
Halyard	21,947	29,405	27,000	31,000	
Timber Incubator	4,193	4,041	6,000	5,000	
Wasco	9,736	12,397	12,000	10,000	
Hanel	4,172	129	5,000	5,000	
State Office	4,437	6,853	5,000	7,000	
Marina Office	10,039	7,820	8,000	10,000	
Port Office	4,703	11,542	9,000	8,000	
Waterfront	11,939	5,884	10,000	10,000	
Eventsite	17,258	15,547	17,000	17,000	
Nichols Basin	1,804	6,743	10,000	8,000	
Hook/Spit	8,071	5,375	10,000	10,000	
Marina Park	26,304	20,596	24,000	24,000	
Marina	46,196	28,451	35,000	30,000	
Airport	41,228	52,730	55,000	70,000	
Subtotal	283,639	245,207	333,000	340,000	2.1%

<u>INSURANCE</u>					
Bridge	265,517	293,859	319,500	312,000	
Big 7	11,040	12,873	13,400	14,200	
Jensen	6,968	8,125	8,400	9,200	
Maritime	4,697	5,477	5,700	6,200	
Halyard	4,037	4,708	5,000	5,400	
Timber Incubator	549	640	1,000	800	
Wasco	4,824	5,625	5,900	6,400	
Hanel	541	631	900	800	
State Office	1,153	1,344	1,500	1,500	
Marina Office	3,074	3,585	3,800	4,100	
Port Office	2,194	2,558	2,700	2,900	
Waterfront	758	883	1,000	1,000	
Eventsite	2,653	3,093	3,200	3,500	

PORT OF HOOD RIVER
REVENUE FUND
SCHEDULE OF MATERIALS & SERVICES

	Actuals		Budget		%
	2018-19	2019-20	2020-21	2021-22	With
Hook/Spit	-	-	-	-	
Marina Park	2,858	3,332	3,500	3,800	
Marina	5,888	6,865	7,100	7,600	
Airport	10,713	12,021	12,100	15,100	
Administration	1,628	2,229	2,400	2,700	
Maintenance	14,488	20,614	20,800	28,200	
Subtotal	343,580	388,462	417,900	425,400	1.8%

PROPERTY TAXES

Big 7	27,271	27,271	28,700	28,000	
Jensen	42,878	42,878	45,300	44,000	
Maritime	15,913	15,913	17,100	17,000	
Halyard	58,447	58,447	63,500	63,500	
Timber Incubator	7,110	7,110	7,500	8,000	
Wasco	27,543	27,543	29,100	31,800	
Hanel	-	-	-	-	
State Office	1,903	1,903	4,200	4,200	
Marina Office	11,677	11,677	10,500	10,500	
Port Office	-	-	-	-	
Marina Park	1,413	1,413	1,600	1,600	
Airport	3,803	3,803	4,000	4,400	
Subtotal	197,958	197,958	211,500	213,000	0.7%

MISCELLANEOUS

Bridge	237,357	307,367	325,000	326,000	
Big 7	32,640	31,550	32,000	38,000	
Jensen	11,603	10,915	12,000	13,000	
Maritime	4,230	2,014	5,000	4,000	
Halyard	4,030	2,893	6,000	5,000	
Timber Incubator	1,743	481	3,000	2,000	
Wasco	17,793	9,406	15,000	10,000	
Hanel	664	1,935	3,000	3,000	
State Office	21,631	22,462	24,000	27,000	
Marina Office	6,711	7,302	8,000	11,000	
Port Office	5,652	7,851	6,000	6,000	
Waterfront	8,623	5,259	8,400	5,000	
Eventsite	13,929	19,363	11,000	21,000	
Hook/Spit/Nichols	14,233	18,722	13,000	20,000	
Marina Park	11,624	12,330	8,500	15,000	
Marina	21,007	17,514	20,000	20,000	
Airport	10,293	6,926	15,000	15,000	
Subtotal	423,763	484,290	514,900	541,000	5.1%

LEGAL

Bridge	12,995	29,141	20,000	20,000	
Big 7	2,178	2,557	3,100	4,000	
Jensen	1,474	29,229	20,000	17,100	
Maritime	6,820	410	5,000	5,000	
Halyard	4,884	2,027	5,000	5,000	
Timber Incubator	352	8,143	5,000	5,000	
Wasco	2,970	44	3,000	3,000	
Hanel	5,561	2,379	8,000	8,000	
State Office	196	175	1,000	2,000	
Marina Office	-	851	1,000	2,000	
Port Office	-	-	1,000	1,000	

Adopted Budget FY 2021-22

PORT OF HOOD RIVER
REVENUE FUND
SCHEDULE OF MATERIALS & SERVICES

	Actuals		Budget		%
	2018-19	2019-20	2020-21	2021-22	
Waterfront	15,928	149,606	40,000	40,000	
Eventsite	220	-	3,000	3,000	
Hook/Spit/Nichols	-	-	3,000	3,000	
Marina Park	396	-	3,000	3,000	
Marina	3,740	2,306	5,000	5,000	
Airport	4,986	18,832	20,000	20,000	
Admin	-	12,220	30,000	30,000	
Subtotal	62,700	257,920	176,100	176,100	0.0%
<u>OTHER PROFESSIONAL</u>					
Bridge	182,758	294,199	726,000	406,000	
Big 7	2,097	-	3,000	3,000	
Jensen	4,275	-	5,000	5,000	
Maritime	2,697	-	5,000	5,000	
Halyard	3,563	4,086	5,000	5,000	
Timber Incubator	2,097	-	2,000	2,000	
Wasco	2,097	-	2,000	2,000	
Hanel	5,762	1,679	7,000	7,000	
State Office	2,097	-	2,000	2,000	
Marina Office	2,097	-	2,000	2,000	
Port Office	300	-	1,000	1,000	
Waterfront - Parking/Security	37,922	40,326	76,000	76,000	
Waterfront	78,283	51,534	80,000	80,000	
Eventsite	7,490	-	10,000	10,000	
Hook/Spit/Nichols	4,118	13,725	5,500	5,500	
Marina Park	2,834	-	13,000	13,000	
Marina	7,290	6,330	35,000	35,000	
Airport	8,816	8,708	10,000	10,000	
Administration	48,045	66,810	124,000	115,000	
Subtotal	404,639	487,397	1,113,500	784,500	-29.5%
<u>ADMINISTRATION & MAINTENANCE</u>					
Admin - Purchases	59,983	59,983	95,000	95,000	
Travel & Training	6,415	6,415	18,000	18,000	
NSF	7,478	7,478	1,000	1,000	
Credit Card Fees	166,679	166,679	200,000	200,000	
Maintenance Equipment	50,509	50,509	60,000	70,000	
Maintenance Miscellaneous	47,010	47,010	61,000	55,000	
Subtotal	338,074	338,074	435,000	439,000	0.9%
TOTAL	2,622,215	2,962,732	3,857,900	3,557,000	-7.8%

PORT OF HOOD RIVER
BRIDGE REPAIR & REPLACEMENT FUND
SCHEDULE OF MATERIALS & SERVICES

	Actuals		Budget		Detail	Budget FY 2021-22
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2020-21		
EXISTING BRIDGE						
Maintenance and Flagging	\$ 2,910	\$ 14,958	\$ 20,000			\$ 20,000
Insurance	680	793	1,000			1,000
<i>Professional Services:</i>	41,660	29,267	90,000			185,000
Engineering - On Call					\$ 50,000	
Engineering - Pier Evaluation					60,000	
Contractor - Lube Ropes					25,000	
Electrical - On Call					25,000	
Miscellaneous					25,000	
Legal	264	200	30,000			30,000
Miscellaneous	2,252		30,000			30,000
REPLACEMENT BRIDGE						
<i>Professional Services:</i>						
Management/Administration - HB 2017	52,354		54,000		10,500	
Management/Administration - Build Grant					273,000	283,500
Legal - HB 2017	5,548	2,490	7,000		7,500	
Legal - Build Grant					5,500	13,000
Other Studies - Contingency - HB 2017	1,208,941	194,123	365,200		70,000	
Other Studies - Match - HB 2017					20,000	
Other Studies - Contingency - Build Grant					257,000	
Other Studies - Build Grant					75,000	422,000
FEIS/ROD - HB 2017		999,201	776,500			68,000
<i>Miscellaneous</i>	31,352	20,352	62,000			55,500
Advertising - HB 2017					5,000	
Travel and Meetings - HB 2017					27,000	
Advertising - Build Grant					2,500	
Travel and Meetings - Build Grant					21,000	
Total Materials & Services	<u>\$ 1,345,961</u>	<u>\$ 1,261,384</u>	<u>\$ 1,435,700</u>			<u>\$ 1,108,000</u>

SCHEDULE OF CAPITAL IMPROVEMENTS AND OTHER FUNDING SOURCES

THE UNIVERSITY OF CHICAGO PRESS
CHICAGO, ILLINOIS 60607

PORT OF HOOD RIVER
Schedule of Capital Improvements and Grants or Other Funding
For the FY 2021-22

Description	Capital Outlay	Grant/Other Funding
BIG 7		
Tenant Improvements - Placeholder	\$ 20,000	
Trash Enclosure	\$ 7,000	
Fire Alarm System Upgrade	\$ 12,000	
Sub-Total Big 7	\$ 39,000	\$0
Maritime Building		
Placeholder	\$ 20,000	
Sub-Total Maritime Building	\$ 20,000	\$ -
Waterfront Infrastructure		
Anchorway Permitting	\$ 60,000	
Parking Striping and Other	\$ 9,000	
Placeholder - Infrastructure Contingency	\$ 330,000	\$330,000
Sub-Total Waterfront Infrastructure	\$ 399,000	\$330,000
Halyard Building		
Metal Door Replacement	\$ 10,000	
Trash Enclosure Lighting	\$ 10,000	
Sub-Total Halyard Building	\$ 20,000	\$ -
Jensen Building		
Environmental Cleanup/Storm Line	\$ 50,000	
Fire Alarm System Upgrade	\$ 14,400	
Door Replacement - Prior Yr Rebudget	\$ 25,000	
N. Side and E. Side Window Replacement	\$ 100,000	
Sub-Total Jensen Building	\$ 189,400	\$ -
State Office Building		
Painting	\$ 25,000	
Sub-Total State Office Building	\$ 25,000	\$0
Marina Office Building		
TI - Placeholder	\$ 15,000	
Deck repairs/Landscaping/Other	\$ 15,000	
Sub-Total Marina Office Building	\$ 30,000	\$0
Port Office Building		
Re-Condition Port Shop/Bldg Area - Prior Yr Budget	\$ 120,000	
Prior Year Budget - Charging Station	\$ 20,000	
Sub-Total Port Office Building	\$ 140,000	\$0
JWBP-Timber Building		
TI - Placeholder	\$ 10,000	
Concrete repair/Fan Installation	\$ 15,000	
Sub-Total Timber Building	\$ 25,000	\$0
Wasco St. Office Building		
TI - Placeholder	\$ 15,000	
Electrical Upgrade	\$ 35,000	
Sub-Total Wasco Building	\$ 50,000	\$0
Hanel Lower Mill		
Wetland fill Permitting	\$ 35,000	
Bldg Construction - Phase I	\$ 1,250,000	\$ 1,250,000
Sub-Total Hanel	\$ 1,285,000	\$ 1,250,000
Airport		
Replace Exterior Hangar Lights+T Hangar Small Works	\$ 13,000	
Replace Runway Lights	\$ 55,000	
Hangar Development N Taxiway	\$ 150,000	\$150,000
PMP	\$ 35,000	\$22,000
FAA-North Side Construction - Carryover	\$ -	\$76,589
Commercial Hangar E Side Development	\$ 3,300,000	\$3,300,000
Avgas Tank Installation	\$ 225,000	
Flight Tracking System	\$ 60,000	
Sub-Total Airport	\$ 3,838,000	\$3,548,589
Bridge		
Tolling System - Prior Year - ODOT Integration on Hold	\$ 20,500	
Revenue Fund - Electronic Siganage on Gangway - Engr/Permitting	\$ 85,000	

PORT OF HOOD RIVER
Schedule of Capital Improvements and Grants or Other Funding
For the FY 2021-22

Description	Capital Outlay	Grant/Other Funding
<i>Revenue Fund - Duncan Solutions - Multiple Addresses for Correct Address from DMV</i>	\$ 12,500	
<i>Revenue Fund - Duncan Solutions - Converting Negative Balances</i>	\$ 15,000	
<i>Revenue Fund - Twilio Integration and Case Mgmt</i>	\$ 25,000	
<i>Revenue Fund - Upgrade Lane Terminal/Convoy Functionality</i>	\$ 22,600	
<i>Revenue Fund - Amazon Cloud Based Solutions for System Redundancy</i>	\$ 12,000	
<i>Replacement - HB 2017 match for Geotech</i>	\$ 150,000	\$ 150,000
<i>Replacement - BUILD Grant - Engineering and Geotech</i>	\$ 1,830,000	\$ 1,830,000
<i>Replacement - WA or OR Legislature Grant</i>	\$ 1,250,000	\$ 1,250,000
<i>Repair - Bridge Approach Ramp Overlays</i>	\$ 450,000	
<i>Repair - Pier Underwater Engr/Permitting</i>	\$ 45,000	
<i>Repair - Pier Scanning</i>	\$ 15,000	
<i>Repair - Pier Cap and Bering Inspection/Evaluation</i>	\$ 15,000	
<i>Repair - Misc. Steel Repairs</i>	\$ 50,000	
<i>Repair - Lift Span Guard Rail Replacement</i>	\$ 35,000	
<i>Repair - Analyze Rubrall Replacement</i>	\$ 15,000	
<i>Repair - Rail Replacement(s)</i>	\$ 60,000	
<i>Repair - Deck Welding</i>	\$ 60,000	
<i>Repair - Rack Pinion Engineering</i>	\$ 50,000	
<i>Repair - S. Side Lift Span Shim Phase II Rehab</i>	\$ 40,000	
<i>Repair - Load Posting Analysis & Rehab</i>	\$ 500,000	
<i>Repair - Embankment Sloughing at S Abutment</i>	\$ 40,000	
<i>Repair - Misc. Repairs</i>	\$ 60,000	
<i>Sub-Total Bridge</i>	\$ 4,857,600	\$3,230,000
Marina		
<i>Float Repairs</i>	\$ 35,000	
<i>S. Dock Repairs</i>	\$ 35,000	
<i>Boat Ramp Repair</i>	\$ 283,600	\$132,300
<i>Sub-Total Marina</i>	\$ 353,600	\$132,300
Marina Park		
<i>Lighting on Foot Bridge + Replace Boards</i>	\$ 65,000	
<i>Marina Beach Overlook Signage</i>	\$ 48,000	
<i>Signage + Electrical</i>	\$ 22,500	\$0
<i>Replace Bollard Electrical Lights on Path</i>	\$ 10,000	
<i>Picnic Shelter Design</i>	\$ 30,000	
<i>Sub-Total Marina Park</i>	\$ 175,500	\$0
Event Site		
<i>Land Scaping and Paving</i>	\$ 25,000	
<i>Event Site Dock Repairs</i>	\$ 45,000	
<i>Sub-Total Eventsite</i>	\$ 70,000	\$0
Hook/Spit/Nichols		
<i>Tree Replacement</i>	\$ 20,000	
<i>Art Screen CGOCC</i>	\$ 15,000	
<i>Grading</i>	\$ 10,000	
<i>New Hook Rigging Area</i>	\$ 50,000	
<i>Sub-Total Nichols/Hook/Spit</i>	\$ 95,000	\$0
Administration		
<i>Property Management System</i>	\$ 85,000	
<i>Copier</i>	\$ 15,000	
<i>PC's/Software</i>	\$ 9,000	
<i>Sub-Total Administration</i>	\$ 109,000	\$ -
Maintenance		
<i>Kubota Excavator</i>	\$ 49,000	
<i>Pickup Truck</i>	\$ 35,000	\$7,500
<i>Sub-Total Maintenance</i>	\$ 84,000	\$ 7,500
FY 2020-21 TOTAL CIP AND GRANTS/OTHER	\$ 11,805,100	\$8,498,389
FY 2019-20 TOTAL CIP AND GRANTS	\$ 16,736,900	\$13,326,500

LB-1 NOTICE OF BUDGET HEARING

LB-50 – NOTICE OF PROPERTY TAX AND CERTIFICATION

AFFIDAVIT OF PUBLICATION OF BUDGET COMMITTEE MEETING

AFFIDAVIT OF PUBLICATION OF BUDGET HEARING MEETING

RESOLUTION ADOPTING THE BUDGET

THE HISTORY OF THE UNITED STATES

FROM THE EARLIEST PERIODS TO THE PRESENT

BY CHARLES C. SMITH, D.D.

NEW YORK: HARVARD UNIVERSITY PRESS, 1912

THE HISTORY OF THE UNITED STATES

A public meeting of the Port of Hood River Commission will be held on June 1, 2021 at 5:00 pm at the Port Office Marina Center Board Room at 1000 E. Port Marina Drive, Hood River, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2021 as approved by the Port of Hood River Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Port Office at 1000 E. Port Marina Drive, Hood River, between the hours of 8 a.m. and 5 p.m, Monday - Friday. The budget may also be viewed online at www.portofhoodriver.com. This budget is for an annual budget period ending June 30, 2022.

Contact: Fred Kowell Telephone: 541.386.6651 Email: fkowell@portofhoodriver.com

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount FY 2019-20	Adopted Budget FY 2020-21	Approved Budget FY 2021-22
Beginning Fund Balance/Net Working Capital	8,682,934	11,691,000	12,682,200
Tolls	5,337,531	6,889,000	6,261,500
Lease Income	2,230,925	2,727,050	2,696,950
User fees	316,272	303,400	347,000
Marina	360,444	371,100	382,300
Airport	219,323	233,500	261,000
Grant Income and Other Sources	4,831,850	5,317,100	4,218,400
Property Sales	0	734,400	734,400
Other Debt	0	9,480,000	5,670,000
Interest Income	221,912	202,000	132,000
Interfund Transfers	809,850	2,732,150	3,373,750
All Other Resources Except Property Taxes	23,011,041	40,680,700	36,759,500
Property Taxes Estimated to be Received	76,636	75,000	84,300
Total Resources	23,087,677	40,755,700	36,843,800

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	2,528,582	3,018,200	3,278,800
Materials and Services	4,484,258	5,851,750	5,249,850
Capital Outlay	2,115,026	16,736,900	11,742,100
Debt Service	219,305	2,501,200	671,600
Interfund Transfers	809,850	2,732,150	3,373,750
Contingencies	0	1,000,000	1,000,000
Unappropriated Ending Balance and Reserved for Future Expenditure	12,930,656	8,915,500	11,527,700
Total Requirements	23,087,677	40,755,700	36,843,800

FINANCIAL SUMMARY - REQUIREMENTS BY ORGANIZATIONAL UNIT OR PROGRAM			
Name of Organizational Unit or Program FTE for that unit or program			
Toll Bridge-expenditures and reserved fund balance	3,883,215	9,125,600	8,980,500
FTE	13.3	10.7	14.6
Industrial Buildings	1,605,788	5,847,800	3,189,400
FTE	5.0	6.9	5.2
Commercial Buildings	301,076	431,900	455,500
FTE	0.9	0.5	0.7
Waterfront Recreation	494,751	803,900	944,600
FTE	1.5	0.9	1.5
Marina	228,136	537,100	747,600
FTE	0.7	0.6	1.2
Airport	1,546,408	4,835,400	4,428,700
FTE	4.8	6.7	7.2
Land	364,690	4,939,900	704,800
FTE	1.1	5.8	1.1
General Government	522,159	737,750	842,650
FTE	1.6	0.9	2.4
Unallocated Expenses	400,948	848,700	648,600
Unappropriated Ending Balance and Reserved for Future Expenditure	12,930,656	9,915,500	12,527,700
Pass through transfers	809,850	2,732,150	3,373,750
Total Requirements	23,087,677	40,755,700	36,843,800
Total FTE	29.1	33.1	34.1

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING

The budget provides significant improvements to the bridge with regard to the north approach ramp, load analysis and corresponding work, lift span rail replacement, steel work and some tolling enhancements. The budget contemplates a slight increase in the electronic tolling rate by \$0.05 while cash tolls depict a \$0.25 toll increase. The toll increase is to pay for the ongoing repairs to the existing bridge, however, the budget also is moving forward with its replacement efforts. The budget contemplates a grant from the state of Washington of \$5 million over 3 years, as well as a federal BUILD grant for preliminary engineering work for the replacement bridge. The state of Oregon provided a \$5 million grant which is being used for the Environmental Impact study and NEPA process. This will be the last year of funding from that grant. A \$3.3 million commercial hangar is contemplated for the airport which will provide needed cashflow to this program. In addition, the budget depicts a 6% increase in Airport T-Hangar rates and a 2.5% increase in marina slip rates. Both increases will make their programs less reliant on other revenue sources. The marina ramp repair is contemplated in addition to a funding grant. Personnel position updates are contemplated as well as additional staffing in Facilities and in the office. The budget depicts a cost-of-living adjustment for staff compensation as well as for lease agreements.

PROPERTY TAX LEVIES			
	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (rate limit .0332 per \$1,000)	.0332	.0332	.0332
Local Option Levy			
Levy For General Obligation Bonds			

STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1, 2021	Estimated Debt Authorized, But Not Incurred on July 1, 2021
General Obligation Bonds		
Other Bonds	\$0	\$1,100,000
Other Borrowings	\$2,266,534 333	\$4,550,000
Total	\$2,266,534	\$5,650,000

Notice of Property Tax and Certification of Intent to Impose a Tax, Fee, Assessment or Charge on Property

To assessor of Hood River County

FORM LB-50 2021-2022

Check here if this is an amended form.

• Be sure to read instructions in the Notice of Property Tax Levy Forms and Instruction booklet

The Port of Hood River has the responsibility and authority to place the following property tax, fee, charge or assessment on the tax roll of Hood River County. The property tax, fee, charge or assessment is categorized as stated by this form.

<u>1000 E. Port Marina Drive</u>	<u>Hood River</u>	<u>OR</u>	<u>97031</u>	<u>06-30-2021</u>
Mailing Address of District	City	State	ZIP code	Date
<u>Fred Kowell</u>	<u>Chief Financial Officer</u>	<u>541-386-6651</u>	<u>frowell@portofhoodriver.com</u>	
Contact Person	Title	Daytime Telephone	Contact Person E-Mail	

CERTIFICATION - You must check one box if your district is subject to Local Budget Law.

- The tax rate or levy amounts certified in Part I are within the tax rate or levy amounts approved by the budget committee.
- The tax rate or levy amounts certified in Part I were changed by the governing body and republished as required in ORS 294.456.

PART I: TAXES TO BE IMPOSED

		Subject to General Government Limits Rate -or- Dollar Amount	
1. Rate per \$1,000 or Total dollar amount levied (within permanent rate limit)	1	0.0332	
2. Local option operating tax	2		Excluded from Measure 5 Limits Dollar Amount of Bond Levy
3. Local option capital project tax	3		
4. City of Portland Levy for pension and disability obligations	4		
5a. Levy for bonded indebtedness from bonds approved by voters prior to October 6, 2001	5a.		
5b. Levy for bonded indebtedness from bonds approved by voters on or after October 6, 2001	5b.		
5c. Total levy for bonded indebtedness not subject to Measure 5 or Measure 50 (total of 5a + 5b)	5c.	0	

PART II: RATE LIMIT CERTIFICATION

6. Permanent rate limit in dollars and cents per \$1,000	6	0.0332
7. Election date when your new district received voter approval for your permanent rate limit	7	
8. Estimated permanent rate limit for newly merged/consolidated district	8	

PART III: SCHEDULE OF LOCAL OPTION TAXES - Enter all local option taxes on this schedule. If there are more than two taxes, attach a sheet showing the information for each.

Purpose (operating, capital project, or mixed)	Date voters approved local option ballot measure	First tax year levied	Final tax year to be levied	Tax amount -or- rate authorized per year by voters

Part IV. SPECIAL ASSESSMENTS, FEES AND CHARGES*

Description	ORS Authority**	Subject to General Government Limitation	Excluded from Measure 5 Limitation
1			
2			

*If fees, charges, or assessments will be imposed on specific property within your district, you must attach a complete listing of properties, by assessor's account number, to which fees, charges, or assessments will be imposed. Show the fees, charges, or assessments uniformly imposed on the properties. If these amounts are not uniform, show the amount imposed on each property.

**The ORS authority for putting these assessments on the roll must be completed if you have an entry in Part IV.

NOTICE OF BUDGET COMMITTEE MEETING

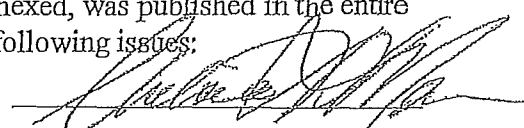
A public meeting of the Budget Committee of the Port of Hood River in Hood River County in the State of Oregon will be held via video conference and at the Port Conference Room, 1000 E. Port Marina Drive on May 4, 2021 beginning at 1:30 p.m. to discuss the budget for the fiscal year July 1, 2021 to June 30, 2022. The meeting will be live-streamed online at <http://bit.ly/PortHRSream>. The purpose of the meeting is to receive the budget message and to receive comment from the Budget Committee on the budget. This is a public meeting where deliberation of the Budget Committee will take place. Any person may provide comment or ask questions via email to porthr@gorge.net or in person at the Port conference room by appointment. Port staff will be on hand to manage access and seating arrangement to ensure proper social distancing measures are followed. A copy of the budget document may be inspected or obtained on or after May 4, 2021 at the Port office by appointment at 1000 E. Port Marina Drive, Hood River, between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. Please call (503) 386-1646 to arrange a time for pickup of the document. Notices will also be posted at the Port website: <http://portofhoodriver.com/about-the-port/meetings-and-public-notices/archives/> Apr. 14, 21, 28, 2021

#1618

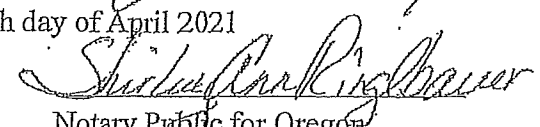
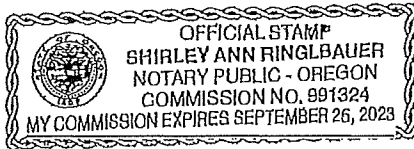
Affidavit of Publication

STATE OF OREGON, } SS
County of Hood River

I, Chelsea Marr, being first duly sworn, depose and say that I am the publisher of the Columbia Gorge News, a newspaper of general circulation, printed and published in Salem, Oregon in the aforesaid state and county of Hood River, as defined by ORS 193.010 and 193.020 and that **Notice of Budget Committee Meeting**, a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for three times in the following issues:
April 14, 21, 28, 2021



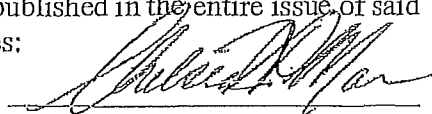
Subscribed and sworn to before me this 28th day of April 2021


Notary Public for Oregon
My commission expires 9-25-23

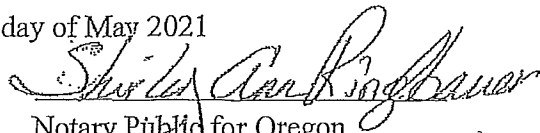
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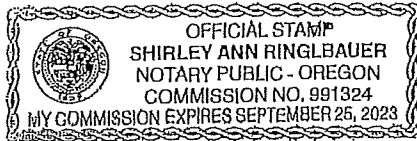
I, Chelsea Marr, being first duly sworn, depose and say that I am the publisher of the Columbia Gorge News, a newspaper of general circulation, printed and published in Salem, Oregon in the aforesaid state and county of Hood River, as defined by ORS 193.010 and 193.020 and that **Notice of Budget Hearing**, a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for two times in the following issues:
May 12, 19, 2021



Subscribed and sworn to before me this 19th day of May 2021



Notary Public for Oregon
My commission expires 9-25-23



A public meeting of the Port of Hood River Commission will be held on June 1, 2021 at 5:00 pm at the Port Office Marina Center Board Room at 1000 E. Port Marina Drive, Hood River, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2021 as approved by the Port of Hood River Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Port Office at 1000 E. Port Marina Drive, Hood River, between the hours of 8 a.m. and 5 p.m., Monday - Friday. The budget may also be viewed online at www.portofhoodriver.com. This budget is for an annual budget period ending June 30, 2022.

Contact: Fred Kowell

Telephone: 541.386.6651

Email: fkowell@portofhoodriver.com

TOTAL OF ALL FUNDS	FINANCIAL SUMMARY - RESOURCES		
	Actual Amount FY 2019-20	Adopted Budget FY 2020-21	Approved Budget FY 2021-22
Beginning Fund Balance/Net Working Capital	8,682,934	11,691,000	12,682,200
Tolls	5,337,531	6,889,000	6,261,500
Lease Income	2,230,925	2,727,050	2,696,950
User fees	316,272	303,400	347,000
Marina	360,444	371,100	382,300
Airport	219,323	233,500	261,000
Grant Income and Other Sources	4,831,850	5,317,100	4,218,400
Property Sales	0	734,400	734,400
Other Debt	0	9,480,000	5,670,000
Interest Income	221,912	202,000	32,000
Interfund Transfers	809,850	2,732,150	3,373,750
All Other Resources Except Property Taxes	23,011,041	40,680,700	36,759,500
Property Taxes Estimated to be Received	76,636	75,000	84,300
Total Resources	23,087,677	40,755,700	36,843,800

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Unappropriated Ending Balance and Reserved for Future Expenditure	12,930,656	8,915,600	11,527,700
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Local Option Levy			
Levy For General Obligation Bonds			

STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1, 2021	Estimated Debt Authorized, But Not Incurred on July 1, 2021
General Obligation Bonds		
Other Bonds	\$0	\$1,100,000
Other Borrowings	\$2,266,534	\$4,550,000
Total	\$2,266,534	\$5,650,000

ADOPTING THE BUDGET

BE IT RESOLVED that the Board of Commissioners of the Port of Hood River hereby adopts the budget for fiscal year 2021-22 in the total of \$36,852,350 now on file at the Port office, 1000 E Port Marina Drive, Hood River Oregon.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2021, and for the purposes shown below are hereby appropriated.

General Fund		Revenue Fund	
Personnel Services	\$ 286,700	Personnel Services	\$ 2,714,400
Materials & Services	\$ 563,850	Materials & Services	\$ 3,557,000
Capital Outlay	\$ -	Capital Outlay	\$ 7,140,100
Transfers	\$ -	Debt Service	\$ 593,100
Contingency	\$ -	Transfers	\$ 3,381,550
Total	\$ 850,550	Contingency	\$ 500,000
		Total	\$ 17,886,150
Bridge Repair & Replacement Fund		All Funds	
Personnel Services	\$ 309,800	Personnel Services	\$ 3,310,900
Materials & Services	\$ 1,108,000	Materials & Services	\$ 5,228,850
Capital Outlay	\$ 4,665,000	Capital Outlay	\$ 11,805,100
Debt Service	\$ 78,500	Debt Service	\$ 671,600
Transfers	\$ -	Transfers	\$ 3,381,550
Contingency	\$ 500,000	Contingency	\$ 1,000,000
Total	\$ 6,661,300	Total	\$ 25,398,000
		Total Appropriations, All Funds	\$ 25,398,000
		Unappropriated and Reserve Amounts, All Funds	\$ 11,454,350
		TOTAL ADOPTED BUDGET	\$ 36,852,350

IMPOSING THE TAX

BE IT RESOLVED that the Board of Commissioners of the Port of Hood River hereby imposes the taxes provided for in the adopted budget:

(1) at the rate of \$.0332 per \$1000 of assessed value for operations and that these taxes are hereby imposed and categorized for tax year 2021-22 upon the assessed value of all taxable property within the district as follows:

CATEGORIZING THE TAX

General Government Limitation

General Fund.....\$.0332/\$1000

The above resolution statements were approved and declared adopted on this 22nd day of June 2021.

X _____
John Everitt

X _____
Kristi Chapman

X _____
Dave Meriwether

X _____
Ben Sheppard

X _____
Hoby Streich

