



## PORT OF HOOD RIVER

### SPECIAL MEETING

Tuesday, May 6, 2025

To begin immediately upon adjournment of the  
Budget Committee Meeting, with a 5-minute transition break

Port Conference Room

1000 E. Port Marina Drive, Hood River

View the live stream at: <https://www.youtube.com/@portofhoodriver2178/streams>

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### AGENDA

1. **Call to Order** – Following the Budget Committee Meeting
2. **Action Items**
  - a. Approve Work Orders with Tom Bacci for Real Estate Services (*K. Greenwood, Pg. 3*)
3. **Adjourn**

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

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

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# Commission Memo

Prepared by: Kevin M. Greenwood, Executive Director  
Date: May 6, 2025  
Re: Real Estate Work Orders



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## **BACKGROUND:**

The Port of Hood River conducted a competition for real estate services and awarded a five-year Master Services Agreement (MSA) to Tom Bacci, Kidder Mathews, in October 2024. As part of the MSA, three six-month work orders were also approved. Those six-month work orders are nearing expiration and need to be renewed.

In addition, the Commission at its April 29, 2025, meeting voted to market the 11-acre Lower Hanel Mill site in Odell. This decision was based upon a recommendation in the 2018 Real Estate Asset Strategy. It will be necessary to approve a separate work order (e.g. listing agreement) with Bacci to allow him to market and represent the Port in transactions.

From time-to-time, it is beneficial to the Port to sign non-disclosure agreements (NDAs). The Commission should authorize the Executive Director the ability to sign NDAs when it is beneficial for the Port to do so.

## **PAST WORK:**

Bacci has been instrumental in filling the Big 7 building to 80% occupancy. He has been responsible in closing deals with North Shore Watersports, Industrial Street Studios, Clay Commons, and Blue Mtn. Networks extension, Wolf Ceramics extension; and Oregon Brineworks extension at the Timber Incubator. For that work the Port has issued \$3,272 in commissions.

## **BUDGET IMPACT:**

Bacci is paid on commission, so all payments are incumbent on signed leases. Budget authority is available to make these payments.

## **SUGGESTED MOTION:**

MOTION to approve Work Orders with Tom Bacci, Kidder Mathews, for real estate services and authorize the Executive Director to sign any appropriate non-disclosure agreements benefiting the Port.

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**Master Listing Agreement for Real Estate Services  
Work Order Contract**

**Work Order Contract #4**

This Work Order Contract #4 (“Work Order”) is entered between the Port of Hood River (“Owner”) and **Tom Bacci of Kidder Mathews** (“Broker”). This Work Order is issued under the authority of the Master Listing Agreement for Real Estate Services dated **October 24, 2024** between Owner and Broker (the “Master Agreement”) and is subject to all provisions of the Master Agreement, which is incorporated by reference.

- 1. Purpose.** This Work Order establishes Broker’s exclusive right to sell the property located at **616 Industrial St., Hood River, OR 97031** (“Property” or “**Big 7 Building**”). Any sale of the Property is subject to approval by the Port Commission.
- 2. Term.** This Work Order shall commence when signed by all Parties below and expires at 11:59 p.m. on **June 30, 2026** (“Term”). If Owner accepts an offer to purchase the Property, the Term extends through the date of closing for that transaction. Upon expiration of the Term, this Work Order terminates except Owner remains obligated under Section 4 below to pay the Brokerage Fee.
- 3. Listing Terms.** Owner agrees to sell the property at acceptable terms and conditions.
- 4. Payment of Consideration.** Owner agrees to pay Broker commission equal to the brokerage fee set forth in Section 5 and as follows:

Sale of Property. If (1) the designated Property is sold through Broker, prior to the expiration of this Work Order; or (2) a sale is consummated within 90 days after the expiration of this Work Order or any extension thereof with any person or entity with whom Broker has engaged in substantive, documented negotiations or from whom Broker or Owner has received a Letter of Intent to buy the designated Property during the term of this Work Order, Broker is entitled to associated commission payments.
- 5. Brokerage Fee.** The Brokerage Fee shall be equal to 6.0% of the Gross Sales Price if there is a co-operating broker. If there is no co-operating broker, then the Brokerage Fee shall be equal to 5.0%.
- 6. Early Termination Fee.** In the event this Work Order is terminated without cause by the Port prior to expiration of the Work Order Term, the Port shall pay Broker an early termination fee equal to 10% of the Brokerage Fee set forth in Section 5 above plus any reasonable expenses incurred by Broker through the date of termination.
- 7. Order of Precedence.** If a conflict, inconsistency or ambiguity arises in Work Order interpretation, this Work Order shall be interpreted in the following order of precedence: (a) this Work Order; (b) the Master Agreement.
- 8. Expiration.** Expiration of this Work Order does not extinguish or prejudice Owner’s right to enforce this Work Order with respect to any breach of a Broker warranty or any default or defect in Broker performance that has not been cured.

**9. Modification.** No provision of this Work Order may be modified except in a writing signed by Owner and Broker.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order, on \_\_\_\_\_.

**BROKER: TOM BACCI, KIDDER MATHEWS**

**OWNER: PORT OF HOOD RIVER**

Signed: \_\_\_\_\_  
Name: Tom Bacci  
Title: Senior Vice President  
Date:  
Address: 1226 Montello Ave.  
Hood River, OR  
Phone/Email: (916) 803-6023  
[tom.bacci@kidder.com](mailto:tom.bacci@kidder.com)

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

**KIDDER MATHEWS**

Signed: \_\_\_\_\_  
Name: Steven Klein  
Title: Principal Broker  
Date:  
Address: 101 SW Main St., #1200  
Portland, OR 97204  
Phone/Email: (503) 221-2282  
[Steven.klein@kidder.com](mailto:Steven.klein@kidder.com)

**Master Listing Agreement for Real Estate Services  
Work Order Contract**

**Work Order Contract #5**

This Work Order Contract #5 (“Work Order”) is entered between the Port of Hood River (“Owner”) and **Tom Bacci** (“Broker”). This Work Order is issued under the authority of the Master Listing Agreement for Real Estate Services dated October 24, 2024 between Owner and Broker (the “Master Agreement”) and is subject to all provisions of the Master Agreement, which is incorporated by reference.

1. **Purpose.** This Work Order establishes Broker’s exclusive right to lease the property located at **616 Industrial St., Hood River, OR 97031** (“Property” or “**Big 7 Building**”). Any lease of the Property is subject to approval by the Port Commission.
2. **Term.** This Work Order shall commence when signed by all Parties below and expires at 11:59 p.m. on **June 30, 2026**(“Term”). If Owner accepts an offer to lease the Property, the Term extends through the date of closing for that transaction. Upon expiration of the Term, this Work Order terminates except Owner remains obligated under Section 4 below to pay the Brokerage Fee.
3. **Listing Terms.** Owner agrees to list the Property for lease. Broker will assist in negotiating the terms of the lease. The lease terms will be specified by Owner and must be approved by the Port Commission.
4. **Payment of Consideration.** Owner agrees to pay Broker commission equal to the brokerage fee set forth in Section 5 and as follows:

Lease of Property. If (1) the designated Properties are leased through Broker, prior to the expiration of this Work Order; (2) the prospective tenant is satisfactory to Owner as determined in the sole discretion of Owner; and (3) the lease terms are acceptable to Owner as determined in the sole discretion of Owner, Broker is entitled to associated commission payments.

5. **Brokerage Fee.** The Brokerage Fee shall be equal to 6% of the Base Rent for a Triple Net lease for the initial term of the lease; 5% for a Modified Gross lease. Payment is as follows: 50% at Lease Execution and 50% at Occupancy.

“Base Rent” means the initial, annual base or fixed rental rate under the lease, excluding expenses, maintenance fees, taxes and other incidental expenses payable by tenant under the lease. No Brokerage Fee is payable for any extensions or renewals of the lease term or for any expansions of the leased property. The Brokerage Fee is payable for leases entered into with new tenants and for renewal of leases entered into with existing tenants.

6. **Early Termination Fee.** In the event this Work Order is terminated without cause by the Port prior to expiration of the Work Order Term, the Port shall pay Broker an early termination fee equal to 10% of the Brokerage Fee set forth in Section 5 above plus any reasonable expenses incurred by Broker through the date of termination.
7. **Order of Precedence.** If a conflict, inconsistency or ambiguity arises in Work Order interpretation, this Work Order shall be interpreted in the following order of precedence: (a)

this Work Order; (b) the Master Agreement.

**8. Expiration.** Expiration of this Work Order does not extinguish or prejudice Owner’s right to enforce this Work Order with respect to any breach of a Broker warranty or any default or defect in Broker performance that has not been cured.

**9. Modification.** No provision of this Work Order may be modified except in a writing signed by Owner and Broker.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order, on \_\_\_\_\_.

**BROKER: TOM BACCI, KIDDER MATHEWS**

**OWNER: PORT OF HOOD RIVER**

Signed: \_\_\_\_\_  
Name: Tom Bacci  
Title: Senior Vice President  
Date:  
Address: 1226 Montello Ave.  
Hood River, OR  
Phone/Email: (916) 803-6023  
[tom.bacci@kidder.com](mailto:tom.bacci@kidder.com)

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

**KIDDER MATHEWS**

Signed: \_\_\_\_\_  
Name: Steven Klein  
Title: Principal Broker  
Date:  
Address: 101 SW Main St., #1200  
Portland, OR 97204  
Phone/Email: (503) 221-2282  
[Steven.klein@kidder.com](mailto:Steven.klein@kidder.com)



**Master Listing Agreement for Real Estate Services  
Work Order Contract**

**Work Order Contract #6**

This Work Order Contract #6 (“Work Order”) is entered between the Port of Hood River (“Owner”) and **Tom Bacci** (“Broker”). This Work Order is issued under the authority of the Master Listing Agreement for Real Estate Services dated October 24, 2024 between Owner and Broker (the “Master Agreement”) and is subject to all provisions of the Master Agreement, which is incorporated by reference.

1. **Purpose.** This Work Order establishes Broker’s exclusive right to lease the property located at **205 Wasco Loop (“Wasco”); 400 Portway Ave. (“Jensen”); 600 E. Marina Dr. (“DMV”); and 700 E. Port Marina Dr. (“Old Chamber”), Hood River, OR 97031** (“Property” or “Properties”). Any lease of the Property is subject to approval by the Port Commission.
2. **Term.** This Work Order shall commence when signed by all Parties below and expires at 11:59 p.m. on **June 30, 2026** (“Term”). If Owner accepts an offer to lease the Property, the Term extends through the date of closing for that transaction. Upon expiration of the Term, this Work Order terminates except Owner remains obligated under Section 4 below to pay the Brokerage Fee.
3. **Listing Terms.** Owner agrees to list the Property for lease. Broker will assist in negotiating the terms of the lease. The lease terms will be specified by Owner and must be approved by the Port Commission.
4. **Payment of Consideration.** Owner agrees to pay Broker commission equal to the brokerage fee set forth in Section 5 and as follows:

Lease of Property. If (1) the designated Properties are leased through Broker, prior to the expiration of this Work Order; (2) the prospective tenant is satisfactory to Owner as determined in the sole discretion of Owner; and (3) the lease terms are acceptable to Owner as determined in the sole discretion of Owner, Broker is entitled to associated commission payments.

5. **Brokerage Fee.** The Brokerage Fee shall be equal to 6% of the Base Rent for a Triple Net lease for the initial term of the lease; 5% for a Modified Gross lease. Payment is as follows: 50% at Lease Execution and 50% at Occupancy.

“Base Rent” means the initial, annual base or fixed rental rate under the lease, excluding expenses, maintenance fees, taxes and other incidental expenses payable by tenant under the lease. No Brokerage Fee is payable for any extensions or renewals of the lease term or for any expansions of the leased property. The Brokerage Fee is payable for leases entered into with new tenants and for renewal of leases entered into with existing tenants.

6. **Early Termination Fee.** In the event this Work Order is terminated without cause by the Port prior to expiration of the Work Order Term, the Port shall pay Broker an early termination fee equal to 10% of the Brokerage Fee set forth in Section 5 above plus any reasonable expenses incurred by Broker through the date of termination.

7. **Order of Precedence.** If a conflict, inconsistency or ambiguity arises in Work Order

interpretation, this Work Order shall be interpreted in the following order of precedence: (a) this Work Order; (b) the Master Agreement.

- 8. **Expiration.** Expiration of this Work Order does not extinguish or prejudice Owner's right to enforce this Work Order with respect to any breach of a Broker warranty or any default or defect in Broker performance that has not been cured.
- 9. **Modification.** No provision of this Work Order may be modified except in a writing signed by Owner and Broker.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order, on \_\_\_\_\_.

**BROKER: TOM BACCI, KIDDER MATHEWS**

**OWNER: PORT OF HOOD RIVER**

Signed: \_\_\_\_\_  
Name: Tom Bacci  
Title: Senior Vice President  
Date:  
Address: 1226 Montello Ave.  
Hood River, OR  
Phone/Email: (916) 803-6023  
[tom.bacci@kidder.com](mailto:tom.bacci@kidder.com)

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

**KIDDER MATHEWS**

Signed: \_\_\_\_\_  
Name: Steven Klein  
Title: Principal Broker  
Date:  
Address: 101 SW Main St., #1200  
Portland, OR 97204  
Phone/Email: (503) 221-2282  
[Steven.klein@kidder.com](mailto:Steven.klein@kidder.com)

**Master Listing Agreement for Real Estate Services  
Work Order Contract**

**Work Order Contract #7**

This Work Order Contract #7 (“Work Order”) is entered between the Port of Hood River (“Owner”) and **Tom Bacci** (“Broker”). This Work Order is issued under the authority of the Master Listing Agreement for Real Estate Services dated October 24, 2024 between Owner and Broker (the “Master Agreement”) and is subject to all provisions of the Master Agreement, which is incorporated by reference.

**Purpose.** This Work Order establishes Broker’s exclusive right to sell the property located at **Neal Creek Mill Road, Odell, OR 97044 (“Lower Mill”)** (“Property” APN #2N10E25CO 400, APN #2N10E25B0 1017, APN #2N10E25B0 1015 & APN #2N10E25B0 1011). Consisting of approximately 11 acres of Industrial land. Any sale of the Property is subject to approval by the Port Commission.

1. **Term.** This Work Order shall commence when signed by all Parties below and expires at 11:59 p.m. on **June 30, 2026** (“Term”). If Owner accepts an offer to purchase the Property, the Term extends through the date of closing for that transaction. Upon expiration of the Term, this Work Order terminates except Owner remains obligated under Section 4 below to pay the Brokerage Fee.
2. **Listing Terms.** Owner agrees to sell the property at acceptable terms and conditions.
3. **Payment of Consideration.** Owner agrees to pay Broker commission equal to the brokerage fee set forth in Section 4 and as follows:

Sale of Property. If (1) the designated Property is sold through Broker, prior to the expiration of this Work Order; or (2) a sale is consummated within 90 days after the expiration of this Work Order or any extension thereof with any person or entity with whom Broker has engaged in substantive, documented negotiations or from whom Broker or Owner has received a Letter of Intent to buy the designated Property during the term of this Work Order, Broker is entitled to associated commission payments.

4. **Brokerage Fee.** The Brokerage Fee shall be equal to 5.0% of the Gross Sales Price if there is a co-operating broker. If there is no co-operating broker, then the Brokerage Fee shall be equal to 4.0%.
5. **Early Termination Fee.** In the event this Work Order is terminated without cause by the Port prior to expiration of the Work Order Term, the Port shall pay any reasonable expenses incurred by Broker through the date of termination.
6. **Order of Precedence.** If a conflict, inconsistency or ambiguity arises in Work Order interpretation, this Work Order shall be interpreted in the following order of precedence: (a) this Work Order; (b) the Master Agreement.
7. **Expiration.** Expiration of this Work Order does not extinguish or prejudice Owner’s right to enforce this Work Order with respect to any breach of a Broker warranty or any default or defect in Broker performance that has not been cured.

**8. Modification.** No provision of this Work Order may be modified except in a writing signed by Owner and Broker.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order, on \_\_\_\_\_.

**BROKER: TOM BACCI, KIDDER MATHEWS**

**OWNER: PORT OF HOOD RIVER**

Signed: \_\_\_\_\_  
Name: Tom Bacci  
Title: Senior Vice President  
Date:  
Address: 1226 Montello Ave.  
Hood River, OR  
Phone/Email: (916) 803-6023  
[tom.bacci@kidder.com](mailto:tom.bacci@kidder.com)

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

**KIDDER MATHEWS**

Signed: \_\_\_\_\_  
Name: Steven Klein  
Title: Principal Broker  
Date:  
Address: 101 SW Main St., #1200  
Portland, OR 97204  
Phone/Email: (503) 221-2282  
[Steven.klein@kidder.com](mailto:Steven.klein@kidder.com)