

ORDINANCE NO. 451-R

AN ORDINANCE AMENDING AND RESTATING PORT OF PORTLAND ORDINANCE NO. 349 (AS AMENDED AND RESTATED BY PORT OF PORTLAND ORDINANCE 412-R AND AS AMENDED AND RESTATED BY PORT OF PORTLAND ORDINANCE 439-R) SETTING FORTH A CONCESSION FEE AND RESPONSIBILITIES OF OFF-AIRPORT RENTAL CAR, PARKING LOT, PARK AND FLY HOTEL AND STAY, PARK AND FLY HOTEL BUSINESSES SERVICING CUSTOMERS OF PORTLAND INTERNATIONAL AIRPORT.

BE IT ENACTED BY THE PORT OF PORTLAND:

Section 1. Findings and Purpose

- 1.1 The Port of Portland a port district of the State of Oregon, created pursuant to Oregon Revised Statutes, Chapter 778, as amended, finds as follows:
 - 1.1.1 The Port owns and operates the Portland International Airport located in Portland, Oregon, including the ingress and egress road known as Airport Way; and
 - 1.1.2 ORS 778.025(5) authorizes the Port to operate and maintain airports and collect charges for the use of such facilities; and
 - 1.1.3 The Airport promotes a strong economic base for the community, assists and encourages world trade opportunities, and is of vital importance to the welfare of the State of Oregon; and the unregulated use of the Airport poses a threat to the peace, health, economic vitality, and safety of persons living in the community, the State of Oregon, and other citizens utilizing the Airport; and
 - 1.1.4 The revenues received from commercial users of the Airport are vital to the economic well-being of the Port; and
 - 1.1.5 Commercial users of the Airport receive substantial economic benefit from their use of the Airport; and
 - 1.1.6 It is essential that the Port remain financially healthy to perform its economic role in the community and to provide the community with cost-effective aviation facilities at the Airport; and
 - 1.1.7 The Port finds that the fees defined herein are reasonable and uniform for the privileges or services affected; and
 - 1.1.8 The Port has publicly advertised for rental car concession leases for full and limited service on-Airport concessions by persons or corporations wishing to operate either full service or limited service rental car concessions on-Airport, which agreements are on file at the administrative offices of the Port and pursuant to which leases were awarded and entered into with various rental car concessionaires on-Airport; and
 - 1.1.9 The aforementioned rental car concession leases have reasonable requirements, charges, and fees for the privilege of operating rental car concessions at the

Airport, based on the property and improvements used, the expenses of Airport operations, the cost of Airport facilities, including Airport debt retirement; and

- 1.1.10 Off-Airport Rental Car Businesses, Parking Lot Operators, Park and Fly Hotels, and Stay, Park and Fly Hotels desire the privilege of accessing Airport customers and supplying services at the Airport; and
 - 1.1.11 Park and Fly Hotels and Stay, Park, and Fly Hotels are in direct competition with Off-Airport Parking Lot Operators and the Port. As such, in order to provide those businesses equitable access to the Airport and to ensure, the Port receives adequate revenue for maintenance of Airport facilities, it is necessary to recover revenue from the Park and Fly Hotels and Stay, Park, and Fly Hotels that are benefitting from offering parking to Airport Customers.
 - 1.1.12 That, in order to protect the public, to provide for public safety, to preserve the good order and peace of the Port, to raise revenue for purposes of maintaining and expanding Airport facilities, and to apply consistent standards to all rental car operations at the Airport and all parking operations at or off the Airport, it is necessary to provide reasonable standards, controls, rules, regulations, and procedures for Off-Airport Rental Car Businesses, Parking Lot Operators, Park and Fly Hotels, and Stay, Park and Fly Hotels.
- 1.2 The purpose of this Amended and Restated Ordinance is to enact regulations consistent with the above findings and this Ordinance and the regulations published pursuant thereto shall be liberally construed to effectuate the purposes expressed herein.

Section 2. Definitions

As used in this Ordinance:

- 2.1 "Airport" shall mean the Portland International Airport, including, but not necessarily limited to, all facilities and roads located within the geographical boundaries of Port land designated as Portland International Airport, which, for purposes of this Ordinance, shall include, but is not limited to, the Airport terminal building, the Airport parking garages, the Commercial Roadway, all Airport parking lots, all waiting and Airport Hold Lots for Commercial Ground Transportation Vehicles, the airfield, all of Airport Way running from Interstate 205 on the East end and extending west to the Airport terminal building, Cascade Station shopping center and related facilities, Portland International Center and related facilities, and all of the frontage roads and adjacent facilities running parallel to Airport Way.
- 2.2 "Airport Customer" shall mean any person who arrives at, or departs from, the Airport.
- 2.3 "Airport Hold Lot(s)" shall mean that area or areas designated by the Port as the area where a Permittee shall stage its Vehicles while awaiting the arrival of Airport Customers, call-up, or established service time, prior to entering the Commercial Roadway.
- 2.4 "Business" or "Permitted Business" shall mean a person, sole proprietorship, association, corporation, partnership, limited liability company, joint venture, or any other business arrangement or organization, who desires to transport Airport Customers in a

Commercial Ground Transportation Vehicle. A Business that has obtained a Permit to operate on the Commercial Roadway is also referred to in this Ordinance as a "Permitted Business."

- 2.5 "Commercial Ground Transportation Vehicle" or "Vehicle" shall mean any form of transportation vehicle traveling on streets, roads, or highways that is owned by, leased by, used by or at the request of, or procured by or at the request of, a Business, its agents, employees, officers, contractors, or subcontractors for the purpose of transporting Airport Customers and/or luggage to or from the Commercial Roadway or to and from the commuter airline security area or other designated Airport property, whether said transportation is for hire or is provided without charge, provided that a vehicle used solely for the transportation of luggage or other cargo shall not be deemed a Commercial Ground Transportation Vehicle. Commercial Ground Transportation Vehicles shall include Executive Cars, Taxicabs, Reservation Only Vehicles, Scheduled Service Vehicles, Courtesy Vehicles, Charter Services, TNC Vehicles, and any other type of Commercial Ground Transportation Vehicle that picks up and/or drops off Airport Customers on the Commercial Roadway or any other area on the Airport designated by the Port.
- 2.6 "Commercial Roadway" or "Roadway" shall mean that portion of the roadway system or other areas at the Airport designated by the Director, from time to time, as the roadway to be used by those Permitted Businesses operating Commercial Ground Transportation Vehicles.
- 2.7 "Concession Fee" shall mean the fee as described in this Ordinance and imposed on Off-Airport Rental Car Businesses, Parking Lot Operators, and Park and Fly Hotels, for the privilege granted to said businesses and operators of accessing Airport Customers.
- 2.8 "Director" shall mean the Executive Director of the Port, Deputy Executive Director, Chief Operating Officer, and/or the General Manager of Airport Operations or any other designee.
- 2.9 "General Manager of Airports Operations" shall mean the manager responsible for the airside, terminal, and landside operations at the Airport for the Port, or his/her designee.
- 2.10 "Grandfathered Hotels" shall mean any person, association, corporation, partnership, joint venture, or any other business arrangement or organization or brand, which prior to the adoption of this Ordinance 451-R was in a direct lease agreement with the Port or had a lease that had been assigned to the Port prior to January 1, 2015, that allowed for parking of Airport Customers and provided for the Port to share in the revenue from its parking operations.
- 2.11 "Gross Revenues," for the purpose of determining the Concession Fee under this Ordinance, shall mean, unless specifically excluded herein:
- 2.11.1 "Gross Revenues" shall be determined by the total of charges on the face of the customer's receipt, less any charges excluded in the definition of Gross Revenues. Gross Revenues, as the term applies to Off-Airport Rental Car Businesses, shall mean the charges for all services provided by Permittee or any other person or entity in, at and from the Airport, or in offering services to an Airport Customer, for cash, credit or otherwise, without reservation or deduction for uncollected

amounts, credit card fees or changes, or collections costs including, but not limited to: (a) all charges including, but not limited to, time and mileage charges and separately stated fees for rental of vehicles and other related or incidental services or merchandise, and any other items or services, made at or from the Airport or to an Airport Customer, regardless of where the vehicles or services are delivered to or returned; (b) all amounts charged to the customer for insurance offered by Permittee incidental to the rental of such vehicles including but not limited to personal accident insurance; (c) all charges attributable to any vehicle originally rented at the Airport or to an Airport Customer which is exchanged at any other location; (d) all proceeds from the long term lease of vehicles from any location on the Airport; (e) amounts charged to Permittee's customers and which are separately stated on the rental agreement as an optional charge for waiver by Permittee of its right to recover from customer for damage to or loss of the vehicle rented; (f) all amounts charged to Permittee's customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/or replacing fuel provided by Permittee; (g) all amounts charged by Permittee, as a pass through to its customers of the Concession Fee; (h) total revenue from the retail sale of any vehicles on the Airport except for a Rent-to-Own sale which commences at the Airport in which case only the initial rental and associated fees shall be included in Concession Fee. Excluded from Gross Revenues are: (a) only those sales, excise or Taxes imposed by governmental authority (other than the Port) and collected from customers and then directly paid by Permittee to the governmental authority (other than the Port); (b) any amounts received as insurance proceeds or otherwise; (c) CFCs if applicable; (d) all charges for damage to vehicles or other property of Permittee, or for loss, conversion or abandonment of such vehicles; and (e) all non-revenue rentals to employees of Permittee; (f) all charges for parking of vehicles and transportation to and from the Airport, so long as Permittee is not operating as a Parking Lot Operator, in which case the definition in Section 2.11.2 shall also apply.

- 2.11.2 Gross Revenues, as the term applies to Parking Lot Operators and Park and Fly Hotels, shall mean the charges for all services provided by Permittee or any other person or entity in, at and from the Airport, or in offering services to an Airport Customer, for cash, credit or otherwise, without reservation or deduction for uncollected amounts, credit card fees or changes, or collections costs including, but not limited to: (a) all charges including, but not limited to, charges for parking a vehicle, whether or not such charges are by day, week, month, or other increment of time; (b) trip, time and mileage charges and separately stated fees for transportation to and from the Airport and other related or incidental services or merchandise, and any other items or services, made at or from the Airport, regardless of where the Airport Customer is delivered to and/or returned; (c) amounts charged to Permittee's customers and which are separately stated on the room rental agreement, parking agreement, or other agreement as an optional charge related to parking or transportation to and from the Airport; (d) all amounts charged to Permittee's customers at the commencement or the conclusion of the rental transaction; and (e) all amounts charged by Permittee, as a pass

through to its customers of the Concession Fee. Excluded from Gross Revenues are. (a) only those sales, excise or Taxes imposed by governmental authority (other than the Port) and collected from customers and then directly paid by Permittee to the governmental authority (other than the Port); (b) any amounts received as insurance proceeds or otherwise; (c) all non-revenue rentals to employees of Permittee; and (d) those charges directly attributable to the room rental that has no relationship to parking and/or transportation to and from the Airport.

Corporate or volume discounts or rebates or any other discount that is not stated on the face of the rental, parking, or lodging agreement at the time the rental is returned may not reduce Gross Receipts and cannot be deducted from Gross Receipts. Permittee shall not pass through, unbundle or list any fees (other than a Concession Recovery Fee or Concession Recoupment Fee or CFCs as described below) payable to Port as a separate item on its customer invoices, except with Port's prior written approval. Permittee acknowledges that the Concession Fee under the Permit is for Permittee's privilege to use the Airport facilities and access the Airport market, and are not fees imposed by the Port upon Permittee's customers. The Port does not require, but will not prohibit, a separate statement of the Concession Fee on customer invoices or rental agreements, provided that such separate statement of fees meets all of the following conditions: (a) the Concession Fee pass through must be titled "Concession Recovery Fee" or "Concession Recoupment Fee"; (b) the Concession Recovery Fee or Concession Recoupment Fee must be shown on the customers rental agreement and invoiced with other Permittee charges; (c) the Concession Fee as stated on the invoice and charged to the customer shall be no more than the then current rate set under this Ordinance; (d) Permittee shall neither identify, treat, or refer to the Concession Fee as a tax, nor imply that the Port is requiring the pass through of such fee; (e) if Permittee elects to include the Concession Fee on customers invoices, it will be considered part of Gross Receipts; and (f) Permittee shall comply with all applicable laws, including Federal Trade Commission requirements and the Oregon Unfair Trade Practices Act (ORS 646.605 to 646.656), and any commitment to or contractual obligation by Permittee with the Attorney General of Oregon or any group of State Attorneys General. In the event it is discovered Permittee has charged more than the amount allowed under this Ordinance in Concession Recovery Fee or Concession Recoupment Fee, any amount collected in excess of that amount shall be immediately paid to the Port, along with any applicable delinquency charge or any other fee or fine. If a Permittee is operating multiple types of businesses, the applicable category of Gross Revenues type shall apply to each type of business. A Permittee shall pay a separate Concession Fee for each type of business it is operating.

- 2.12 "On-Airport Rental Car Business" shall mean any person, association, corporation, partnership, joint venture, or any other business arrangement or organization or brand which has entered into Rental Car Concession Lease and Operating Agreement, a Rental Car Limited Service Kiosk Lease, or such other lease or operating agreement with the Port to operate a certain brand, the primary purpose of which is to conduct rental car transactions from or through the leased property. If a certain person, association,

corporation, partnership, joint venture, or any other business arrangement or organization owns multiple brands, only the brand allowed to operate under those certain agreements listed within the section shall be consider On-Airport Rental Car Business.

- 2.13 "Off-Airport Rental Car Business" shall mean such business which is conducted with an Airport Customer through or from a facility which is not directly leased from the Port and does not have a Rental Car Concession Lease and Operating Agreement, a Rental Car Limited Service Kiosk Lease, with the Port, is not considered an On-Airport Rental Car Business, and shall be subject to the Concession Fee on Gross Receipts as provided in this Ordinance. If a business is operating both an Off-Airport Rental Car Business and an On-Airport Rental Car Business, the On-Airport Rental Car Business shall pay fees under its Rental Car Concession Lease and Operating Agreement and the Off-Airport Rental Car Business shall pay fees under this Ordinance.
- 2.14 "Ordinance No. 451-R Permit" shall mean the permit issued under this Ordinance to any Permittee whether or not such permit was obtained under Ordinance No. 451-R or an earlier version thereof.
- 2.15 "Park and Fly Hotel" shall mean any person, association, corporation, partnership, joint venture, or any other business arrangement or organization or brand which operates as a hotel, motel, or other business that offers lodging, whether or not such business is located on or off the Airport, and provides parking to Airport Customers without a requirement that such Airport Customer stay at least one night at the hotel, motel, or place of lodging, in order to park its vehicle, whether or not a separate fee is charged for such parking.
- 2.16 "Parking Access Fee" shall mean that fee set by the Director that is charged to Stay, Park, and Fly Hotel operators each time its Commercial Ground Transportation Vehicle enters the Commercial Roadway. The Parking Access Fee may be adjusted by the Director at any time with thirty (30) calendar days' written notice to all then current affected Ordinance No. 451-R Permit Holders. This fee is in addition to the Commercial Roadway Access Fee and other applicable fees set forth in this Ordinance and Ordinance 450-R that may be amended from time to time.
- 2.17 "Parking Lot Operator" shall mean a person, association, corporation, partnership, joint venture, or any other business arrangement or organization, including a Park and Fly Hotel, also referred to in this Ordinance as "Permittee," that provides parking for vehicles, which utilizes the Airport for the purpose of picking up or delivering Airport Customers and transporting Airport Customers to or from parking lot facilities located off the Airport. Off-Airport Rental Car Businesses that offer parking to Airport Customers are also considered Parking Lot Operators and the Concession Fee shall apply to that portion of its business that offers parking.
- 2.18 "Permitted Business" or "Permittee" shall mean a person, sole proprietorship, association, corporation, partnership, limited liability company, joint venture, or any other business arrangement or organization, who desires to transport Airport Customers in a Commercial Ground Transportation Vehicle and shall be synonymous with, Off-Airport Rental Car Business, Parking Lot Operator, Park and Fly Hotel, Stay, Park, and Fly Hotel, and Grandfathered Hotel.

- 2.19 "Portland International Airport Rules" or "Rules" shall mean those rules issued and published by the Director pertaining to, among other things, the use of the Commercial Roadway.
- 2.20 "The Port of Portland" or "Port" shall mean the port district of the State of Oregon that owns and operates the Airport pursuant to Oregon Revised Statutes, Chapter 778.005 through Chapter 778.990, as amended.
- 2.21 "Roadway Access Device" shall mean the automated vehicle identification mechanism used to admit Commercial Ground Transportation Vehicles on to the Commercial Roadway.
- 2.22 "Stay, Park, and Fly Hotel" shall mean any person, association, corporation, partnership, joint venture, or any other business arrangement or organization or brand which operates as a hotel, motel, or other business that offers lodging, whether or not such business is located on or off the Airport, that provides parking to Airport Customers, that stay at or pay for at least one night at the hotel, motel, or place of lodging, whether or not a separate fee is charged for such parking.

Section 3. Concession Fee

- 3.1 Any Permittee, as defined by this Ordinance, must obtain an Ordinance No. 451-R Permit from the Director, and declare which type of service it intends to offer. The acceptance of such Permit will indicate agreement to the following minimum terms and conditions:
 - 3.1.1 Concession Fee on Gross Revenues: Permittees (other than Stay, Park and Fly Hotels and Grandfathered Hotels) shall pay to the Port during the applicable term of the Ordinance No. 451-R Permit such percentage of Gross Revenues equal to that required of On-Airport Rental Car Businesses, hereinafter the "Concession Fee," unless the Director sets a different rate. Any change of Concession Fee shall not take effect before ninety (90) days written notice sent to all of the then affected current Ordinance No. 451-R Permit holders, said notice being mailed to the last known address on file with the Port for said Ordinance No. 451-R Permit holders; and further provided that said percentage rate, as it relates to Off-Airport Rental Car Businesses, shall not exceed the percentage rate charged to the On-Airport Rental Car Businesses. The Concession Fee payment shall be due and payable on or before the twentieth (20th) day of each month for the preceding month's Gross Revenues.
 - 3.1.2 Fees for Stay, Park, and Fly Hotel: Unless otherwise provided herein, Stay, Park and Fly Hotels shall not be required to pay any Concession Fee unless it is found that the services offered fall into another category of operators such as a Park and Fly Hotel, at which time, such Stay, Park, and Fly Hotel shall be treated under this Ordinance as a Park and Fly Hotel. Stay, Park and Fly Hotels shall pay a Parking Access Fee each time the Commercial Ground Transportation Vehicle associated with that Stay, Park and Fly Hotel enters the Commercial Roadway regardless whether or not that Commercial Ground Transportation Vehicle contains Airport Customers or any Airport Customers actually using the Stay, Park, and Fly Hotel service. This fee shall be in addition to any other Access Fee or related charge

under any other Port Ordinance or other law or regulation regardless whether or not such law or regulation is implemented by the Port.

3.2 A Permittee shall provide the Port with:

- 3.2.1 Written proof to the Port of all Gross Revenues at the time payment is due on a form approved by the Director and accompanied by a statement certified by a reporting representative of the company attesting to the accuracy of payments due the Port;
- 3.2.2 All insurance requirements set forth under its Permit;
- 3.2.3 All Vehicle requirements set forth under its Permit;
- 3.2.4 The names and job titles of local management personnel, as well as, all business employees engaged in the operation of Commercial Ground Transportation Vehicles to be operated on the Airport.
- 3.2.5 Written proof of all business and motor vehicle permits required by local, state, and federal regulations.
- 3.2.6 Except for Stay, Park and Fly Hotels and Grandfathered Hotels (except where required under its lease agreement or other contract with the Port), authority for the Port to audit all business books, records and accounts during business hours upon demand and to make said records and accounts available in Portland, Oregon, or surrounding vicinity. The Port may use its own staff to perform audits, or may engage an independent certified public accountant to perform the audit. Should any examination, inspection, or audit of the books and records by the Port disclose an understatement of Gross Revenues by the Permittee of two percent (2%) or more, the Permittee shall pay the Port the amount of such underpayment and shall reimburse the Port for all costs incurred in the conduct of such examination, inspection, and audit within thirty (30) calendar days, with interest at the Port's then prevailing Delinquency Charge. In the event that the Port deems it necessary to utilize the services of legal counsel in connection with collecting the reimbursement for such examination, inspection, and audit, then said Permittee shall reimburse the Port for reasonable attorney's fees and litigation expenses as part of the aforementioned costs incurred.
- 3.2.7 Upon Port's request, Permittee shall provide the Port a detailed schedule of fees and or charges Permittee intends to include on customer invoices or rental agreements ("Schedule"). The Schedule must include a specific definition of the fee and/or charge and how it will be determined. The Schedule must be approved by the Port. Permittee may change the Schedule, but Permittee shall notify the Port promptly in writing if it intends to do so. Permittee must obtain the Port's prior written consent before implementing changes to or a new Schedule. Requests for changes to the Schedule must include a complete description of the fee(s) and/or charge(s) proposed to be deleted and/or added and justification for such.
- 3.2.8 Indemnification from any and all claims whatsoever and written proof of insurance for such contractual liability.

- 3.2.9 Agreement to pay interest and delinquency charges at the rate of eighteen percent (18%) per annum ("Delinquency Charge") on any amount not paid when due, which charge shall apply to amounts determined to be due as a result of an audit pursuant to Section 3.2.6 if such amount is not paid within fifteen (15) days after written notice from the Port that such amount is due.
- 3.2.10 All Off-Airport Rental Car Businesses will participate in the Vehicle Emissions Strategy, implemented by the Port. This strategy will provide fleet information that is accurate and timely to facilitate the Port's initial planning and then monitoring emission management targets. Off-Airport Rental Car Business will be required to provide the Port at the Port's request and in a form approved by the Port, what types of vehicles are rented relating to the Airport with enough detail to identify each vehicle's EPA Green Vehicle Score.
- 3.3 The Director is authorized to issue and publish additional rules and regulations to implement this Ordinance and to include additional terms and conditions in the Ordinance No. 451-R Permit form as deemed necessary by the Director. This authorization includes the Director's ability to create new categories of Commercial Ground Transportation Vehicles and Permitted Businesses and establish rules and regulations applicable to those Vehicles and Businesses without limiting the effect of this Ordinance. Should this Ordinance conflict with the Portland International Airport Rules, this Ordinance shall prevail, but the Portland International Airport Rules must be applied to the fullest extent that they do not conflict.

Section 4. Violations

4.1 Hotels without Parking Rights

Any hotel that has a direct lease with the Port, or had a lease that had been assigned to the Port prior to January 1, 2015, or is on the Airport that has a lease agreement that does not allow for parking of Airport Customers, may not operate as a Park and Fly Hotel or Stay, Park, and Fly Hotel under this Ordinance.

4.2 Termination of Access to Roadway

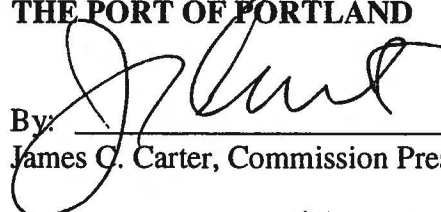
In the event a Permittee violates any term or condition of this Ordinance or of Ordinance No. 451-R Permit granted pursuant to this Ordinance, including, but not limited to, after five (5) days' notice of delinquency, failure to pay any fee associated with this Ordinance or Ordinance 450-R. or immediately if found to be operating under a certain Permittee category it has not been permitted under (i.e., Stay, Park and Fly Hotel offering Park and Fly Hotel services), or is not permitted under this Ordinance but is offering parking to Airport Customers, the Port may immediately, without notice, terminate access to the Commercial Roadway and assess fees retroactively for the unauthorized activity. Termination of access includes turning off Roadway Access Device assigned to the Permittee, until such time Permittee complies with the Ordinance and/or Permit. In addition to this remedy, the Port may exercise any rights or remedies allowed by law or equity, including without limitation civil penalties and/or after reasonable notice and hearing, suspend or terminate the rights granted pursuant to said Ordinance No. 451-R Permit. Where the Permittee is required to provide reports or pay money to the Port, each calendar day that Permittee is delinquent in providing such reports or paying such money shall be deemed a separate violation hereof.

Section 5. General Provisions

- 5.1 If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the United States Bankruptcy Code), is instituted in connection with any controversy arising out of this Ordinance or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review. Whenever this Ordinance requires Permittee to defend the Port, it is agreed that such defense shall be by legal counsel acceptable to the Port.
- 5.2 This Ordinance shall be governed, construed and enforced in accordance with the laws of the State of Oregon. Jurisdiction shall be with Multnomah County Courts or the Federal Court located in Portland, Oregon.
- 5.3 In the event any phrase, clause, sentence, paragraph or paragraphs of this Ordinance is declared invalid for any reason, the remainder of the sentence, paragraph or paragraphs of this Ordinance shall not be thereby invalidated, but shall remain in full force and effect, all parts being hereby declared separable and independent of all others.

ADOPTED this 8th day of April, 2015, being the date of its second reading before the Board of Commissioners of the Port to be effective thirty (30) days thereafter.

THE PORT OF PORTLAND

By: 
James C. Carter, Commission President

By: 
Pam Thompson, Assistant Secretary

APPROVED FOR LEGAL SUFFICIENCY
FOR THE PORT OF PORTLAND:

By: 
Counsel for The Port of Portland