PORT OF HOOD RIVER COMMISSION

Tuesday, September 20, 2016 Marina Center Boardroom

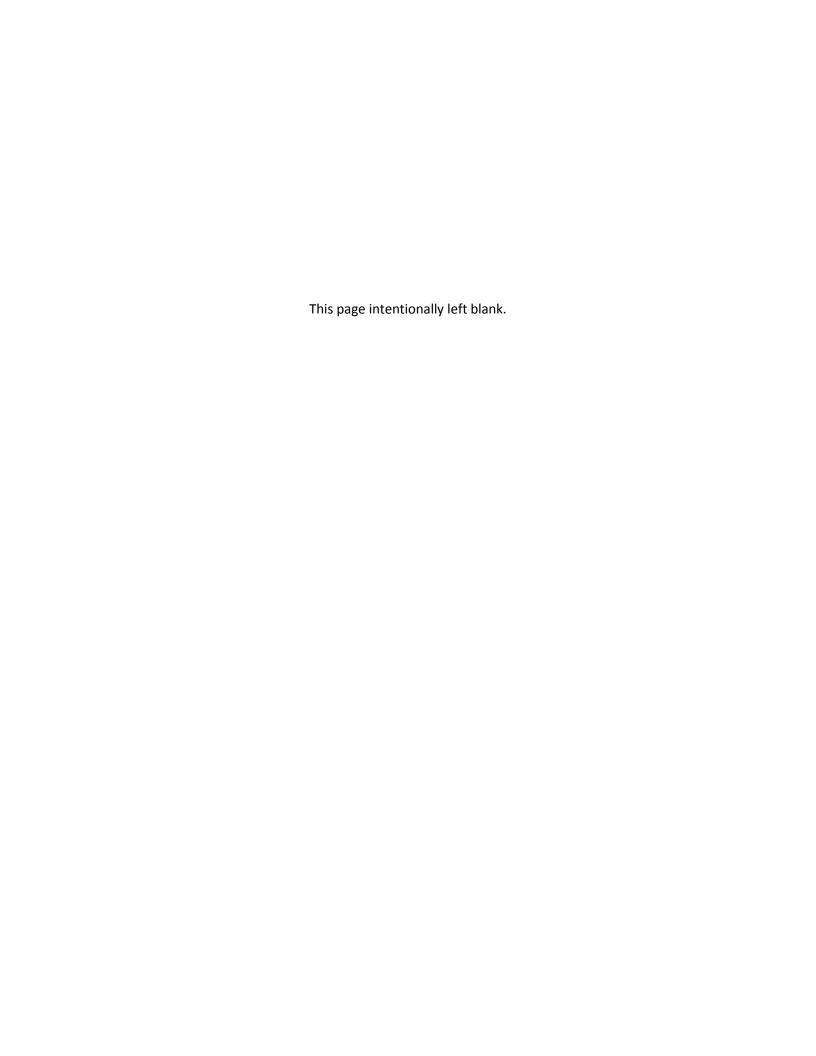
Regular Session Agenda 5:00 P.M.

- 1. Call to Order
 - a. Modifications, Additions to Agenda
- 2. Public Comment (5 minutes per person per subject; 30 minute limit)
- 3. Consent Agenda
 - a. Approve Minutes of September 6, 2016 Regular Session (Genevieve Page 3)
 - b. Approve Accounts Payable to Jaques Sharp Attorneys at Law in the Amount of \$8,396 (Fred Page 9)
 - c. Ratify Contract Amendment No. 3 with VISTA GeoEnvironmental for Lower Mill Site Engineering Services in the Amount of \$14,875 (Anne Page 13)
 - d. Approve Equipment List Write-Off of Assets that are Fully Depreciated Totaling \$64,753.78 (Fred Page 17)
- 4. Reports, Presentations and Discussion Items
 - a. Marina C Dock North Electrical Update (John Page 19)
 - b. Live Demonstration of Toll Plaza Cameras (Fred Page 21)
 - c. FAA North Ramp Project Update (Anne Page 23)
- 5. Director's Report (Michael Page 25)
- 6. Commissioner, Committee Reports
- 7. Action Items
 - Approve Contract with Twice the Light, Inc. for Bridge Light Replacements Not to Exceed \$28,440 (John Page 37)
 - b. Approve Resolution 2016-17-1 Adopting Airport Access Policy (Fred Page 47)
 - c. Approve Residential Through-the-Fence Agreement with Tim O'Donnell (Anne Page 53)
 - d. Approve Resolution 2016-17-2 Adopting Oregon Ethics Law Policy (Michael Page 61)
- 8. Commission Call

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 September 6, 2016 Regular Session Marina Center Boardroom 5:00 P.M.

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

Present: Commissioners Fred Duckwall, Rich McBride, Brian Shortt and Hoby Streich; Legal Counsel

Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl

Absent: Commissioner Jon Davies

Media: None

1. CALL TO ORDER: President Shortt called the Regular Session meeting to order at 5:01 p.m.

a. **Modifications, Additions to Agenda:** A new action item (Contract with Hale Construction) was added to Action Items as 7f; Action item 7d (Change Order with Beam Excavating) was corrected to \$13,486; Action Items 7a and 7b were removed on the advice of legal counsel for further review; a new report (Paul Bandlow, Stafford Bandlow Bridge Lift repair update) was added as Reports Item 4b; a new report item from staff (Genevieve Scholl, One Gorge Bi-State Legislative Workshop) was added at Reports item 4c at the request of President Shortt; ORS 192.660(2)(h) Current Litigation or Litigation Likely to be Filed was added to Executive Session.

2. PUBLIC COMMENT: John Herron, James Case, Leah Lapierre, Vince Ackerman, and Jeff Fetkenhour, all marina moorage tenants, provided comment about the ongoing electrical issues on C Dock, and the frustrations and inconveniences caused by the outages. President Shortt thanked each for their testimony and ended the Public Comment session at 5:17pm.

President Shortt then invited Executive Director Michael McElwee and Facilities Manager John Mann to provide an update to the Marina electrical problem while those concerned were still in attendance. McElwee and Mann summarized Port attempts to isolate and solve the problem and reported that a Port contractor electrical engineer responded to a report from a moorage tenant in slip 243 that there was reverse polarity on their pedestal. The tenant reported that he could plug in to the pedestal and everything worked fine, but when he unplugged, the circuit breaker tripped. The engineer found voltage across neutral in two pedestals and concluded that the sockets were failing. Port staff will replace those outlets immediately and hope this may be the issue. McElwee noted that C Dock south has had no problems and the pedestals there are a different make and model.

3. CONSENT AGENDA:

- a. Approve minutes of September 6, 2016 Work Session and Regular Session
- b. Approve Amendment No. 1 to Contract with Gorge Electric for Bridge On-Call Services Not to Exceed \$25,000
- c. Approve Amendment No. 1 to Lease with Hood Technology Corporation for Yellow Hangar
- d. Authorize Intergovernmental Agreement with City of Hood River to Prepare a Community Energy Plan

Motion: Move to approve Consent Agenda as modified

Move: Duckwall Second: Streich

Vote: Aye: Duckwall, McBride, Shortt, Streich

Absent: Davies

MOTION CARRIED

Port of Hood River Commission Minutes Regular Session September 6, 2016 Page **2** of **5**

4. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:

- a. 2016 GORGE Junior Sailing Program Review: Jaime Mack, Co-Founder, GORGE Junior Sailing was introduced by President Shortt. Mack provided information on the GORGE Junior Sailing program, founded over 11 years ago by herself and her husband, Andy Mack. Mack described the full week classes offered to various age groups and skill levels for children throughout the Gorge to come to the Hood River Marina and learn to sail; noting that children as young as 4 years old have taken classes. Mack reported on the improvements to equipment and instruction over the years resulting in several advanced classes that venture out of the Marina frequently. Mack noted the link with the high school sailing team and the training track from Junior Sailing to high school competitive sailing, to teen instructors. She noted that the organization is a registered non-profit as of this year, and class registration is handled through Hood River Community Ed. Mack reported that the program had 152 students this year and 160 last year, and provided a break-down of students by age group. Highlights from this year included the launch of a new website, a new adult class, and the symbiotic relationship with the high school competitive sailing team. Mack reported that they had to purchase a new power boat to replace their older one which broke down. Monday Night Open Sailing is a series of six special nights when anyone can show up at the dock for an impromptu seamanship class. She provided information on the training of the instructors and junior instructors, and noted that the junior instructors can receive a 50% scholarship for the U.S. Sailing training certification class when they turn 16.
- b. Hood River Bridge Lift Span Repairs Report: McElwee introduced Paul Bandlow of Stafford Bandlow Engineers, LLC (SBE), remarking that they have done a tremendous job getting the lift span back to full operation. Mr. Bandlow introduced his company, noting that their firm works exclusively on movable bridges throughout the U.S. and Canada, employing approximately 25 people full time. He introduced Ralph Giernacky and Yang Xheng, engineers for SBE that are working on the Hood River Bridge lift span. Mr. Bandlow provided some background information on the Bridge's skew control system that, before these repairs, was really a very crude skew monitoring system, noting that with the system that was previously in place left it up to the bridge operator to judge and adjust the skew angle of the lift span as it raises and lowers into position. Mr. Bandlow then detailed the three stage effort SBE has undertaken to improve this system; first installing a more advanced skew monitoring system that had the ability to monitor and then also shut down the system if the skew became too far out (set at a 15" shut off threshold). With this system the bridge operator can make adjustments to correct the skew. Second, SBE is installing an inclinometer for measuring and monitoring the ultimate skew – if the skew angle moves too far out of place, this system will shut down the lift and switch it into a maintenance mode. This will prevent operator error that could cause damage to the lift span. The third step SBE will take will be to install current sensors on the motors that drive the lift and also strain gauge testing. Mr. Bandlow further explained that vertical lift bridges are prone to trunnion failure due to metal fatigue, noting the Snohomish Bridge as an example. He explained that while modern bridges are designed for infinite fatigue, older steel bridges are known to have problems with metal fatigue in the gears, wire ropes, and the wire rope shivs. Mr. Bandlow noted that the Hood River Bridge's wire rope shivs are smaller than recommended by current code, at only 52 times the wire rope diameter, when they should be 70 times the diameter. He noted that during SBE's inspection they didn't see any major concerns, but noted that they want to test for metal fatigue in the wire ropes and trunnions. McElwee concluded the discussion by publicly thanking Stafford Bandlow and the Port crews for all their hard work in bringing the lift span back into operation.
- c. OneGorge Update: At the request of President Shortt, Genevieve Scholl provided a report on the OneGorge Pre-Legislative Session "Team Huddle" workshop on August 24 in Stevenson. She noted that the meeting was very well attended with a full house of OneGorge participants, and participation from each state House representative (Gina McCabe and Norm Johnson from Washington, Mark Johnson and John Huffman from Oregon). Commissioner McBride reported that he thought the meeting was very detailed, the time flew by and he felt it was worthwhile.

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5. DIRECTOR'S REPORT: McElwee summarized his Director's Report, highlighting completed lift span testing, and Hood River Fly-In plans for Anne Medenbach and Fred Kowell to host a Port booth to provide information on the north ramp development project. He discussed planned deck welding, a visit from the Union Pacific insurance claims inspector, and installation of new cameras in the toll plaza all occurring during the week of September 12-16. McElwee discussed briefly the cruise ship docking schedule, advocacy planning for the upcoming legislative session in Salem, and upcoming conferences. He thanked Commissioner McBride and Liz Whitmore for organizing the ribbon cutting event celebrating the completion of the Waterfront Trail. He noted also Whitmore's work on a potential five-year warranty agreement for the concrete installation at the Naito project; this agreement would be a three-party agreement between the Port, the contractor, and Naito. Dayle Harris is the new Airport Advisory Committee (AAC) Chair and the AAC committee members' tenures and terms need to be confirmed; that will occur in October. He led a detailed discussion and update on the work of Steve Siegel and Thorn Run Partners in regards to bridge replacement strategy. Finally, he noted that Pat Albaugh has been named the new Port of Skamania Executive Director.

6. COMMISSIONER, COMMITTEE REPORTS:

a. Marina Committee: McElwee reviewed highlights from the Marina Committee minutes: the Committee is now a standing committee (versus Ad Hoc); Queen of the West and Pasttime docking schedule; trouble with emailing billing statements out to tenants; DSL has made no progress on the Topaz; police report of youth boarding boats which turned out to be a child of a marina tenant; C Dock power outages; overnight camping problems in Marina Park and other locations along the Waterfront. McElwee discussed the challenges in addressing the Marina electrical system problems, thanking Stafford Bandlow engineers for taking a look at the problem while they were here on bridge work, hopefully resulting in a solution.

7. ACTION ITEMS:

c. Ratify Amendment No. 1 to Contract with Stafford Bandlow Engineering, Inc. for Bridge Engineering Services Not to Exceed \$54,795: Michael McElwee reviewed the next phase of work that was previously explained by Paul Bandlow.

Motion: Move to ratify Amendment No. 1 to contract with Stafford Bandlow Engineering, Inc. for

Bridge Engineering Services not to exceed \$54,795.

Move: Duckwall Second: McBride

Vote: Aye: Duckwall, McBride, Shortt and Streich

Absent: Davies

MOTION CARRIED

d. Approve Change Order No. 2 with Beam Excavating for Lower Mill Services Not to Exceed \$13,486: Anne Medenbach explained the cause of the change orders being the conditions on the ground being different than expected due to not having proper as-builts of the private utility systems.

Motion: Move to approve Change Order No. 2 with Beam Excavating, Inc. in the amount of \$13,486

for the Lower Mill utility installation project.

Move: Streich Second: McBride

Vote: Aye: Duckwall, McBride, Shortt and Streich

Absent: Davies

MOTION CARRIED

e. Approve Amendment No. 8 to Executive Director Contract: Legal counsel Jerry Jaques distributed copies of the Amendment to the Commission for review.

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Motion: Move to authorize Amendment No. 8 to the Employment Agreement between

the Port of Hood River and the Executive Director.

Move: Duckwall Second: Streich

Vote: Aye: Duckwall, McBride, Shortt and Streich

Absent: Davies

MOTION CARRIED

f. Approve Public Improvement Contract with Hale Construction NW in the Amount of \$35,240.64, subject to legal counsel review: Liz Whitmore provided details on the scope of work and quote solicitation for needed repairs to the Event Site dock piles and cap beams.

Motion: Move to approve Public Improvement Contract with Hale Construction NW for Event Site

dock repair in the amount of \$35,240.64, subject to legal counsel review.

Move: McBride Second: Streich

Vote: Aye: Duckwall, McBride, Shortt and Streich

Absent: Davies

MOTION CARRIED

g. Approve the Revised FAA South Taxiway Design Project Grant Amount of \$237,510 and Revise the Port match to \$23,751: Medenbach explained this revision to the acceptance approved during the August 6 meeting is required due to the FAA's original allocation being unchangeable at this time. Commissioner Streich asked for clarification whether the Port could expect reimbursement if the additional funds are returned to the pool. Medenbach answered no, but that our Airport projects could utilize those funds.

Motion: Move to approve the revised FAA South Taxiway Design project amount from \$185,535 to

\$237,510 and revise the Port match from \$18,535 to \$23,751.

Move: Streich
Second: Duckwall

Vote: Aye: Duckwall, McBride, Shortt and Streich

Absent: Davies

MOTION CARRIED

- 9. **COMMISSION CALL:** McBride commented that in planning the Waterfront Trail ribbon cutting, he and Liz Whitmore tried to be sure to invite all the community members that supported all the segments of the trail. McBride expressed gratitude to everyone that has ever been involved in the project, including prior Port commissions, saying that it's an important project that we should all be proud of as a community.
- **10. EXECUTIVE SESSION:** Regular Session was recessed at 7:06 p.m. The Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions; and ORS 192.660(2)(h) Current Litigation or Litigation Likely to be Filed.
- 11. POSSIBLE ACTION: The Commission was called back into Regular Session at 7:49 p.m.
- a. Authorize Amendment No. 1 to Task Order No. 6 of the Contract with HDR Engineering, Inc. for Additional Bridge Survey Services: McElwee explained that the amendment addressed additional survey

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work required to determine whether any settling or mis-alignment had occurred as a result of the suspected allision with the north pier last fall.

Motion: Move to authorize Amendment No. 1 to Task Order No. 6 of the contract with HDR

Engineering, Inc. for additional bridge survey services, subject to Commission approval of

settlement agreement.

Move: McBride Second: Streich

Vote: Aye: Duckwall, McBride, Shortt and Streich

Absent: Davies

MOTION CARRIED

b. Approve Settlement and Liability Release with HDR Engineering, Inc.: McElwee recommended approval of the settlement and liability release with HDR Engineering for damage to the lift span that occurred during lift span testing on November 20, 2015.

Motion: Move to approve the settlement and liability release with HDR Engineering, Inc., subject to

receipt of adequate documentation of survey invoice and results

Move: McBride Second: Streich

Vote: Aye: Duckwall, McBride, Shortt and Streich

Absent: Davies

MOTION CARRIED

12. ADJOURN: At 7:51 p.m. there was unanimous approval for a motion from Commissioner McBride to adjourn the meeting.

	Respectfully submitted,
ATTEST:	Genevieve Scholl
Brian Shortt, President, Port Commission	
Jon Davies, Secretary, Port Commission	

Commission Memo

Prepared by: Fred Kowell

Date: September 20, 2016

Re: Accounts Payable Requiring Commission Approval

Jaques Sharp \$8,396.00

Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE \$8,396.00



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

CREDIT CARDS ACCEPTED

-- SEP 1 2 2016 --

Page: 1 September 09, 2016 Account No: PORTOHAM

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

Previous Ba	alance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYM	IENT CONTRACT 114.00	Г 0:00	0.00	0.00	-114.00	\$0.00
LEASE (Mid Columbia	Council of Govern	nment) 378.00	0.00	0.00	0.00	\$378.00
MISCELLANEOUS MA	TTERS					,
JJ	323.00	399.00	0.00	0.00	-323.00	\$399.00
AGREEMENT-FENCE	(Young, Jeremy 8 0.00	& Veach, Willia 608.00	m) 0.00	0.00	0.00	\$608.00
EXPO SITE DEVELOP	MENT (Key Deve 38.00	lopment;Pickha 0.00	ardt) 0.00	0.00	-38.00	\$0.00
NAITO DEVELOPMEN	T CONSERVATION 0.00	ON EASEMEN [®] 228.00	T 0.00	0.00	0.00	\$228.00
AGREEMENT (NAITO/ 2	NBW, LLC) 28.00	0.00	0.00	0.00	-228.00	\$0.00
CONTRACT (H.D.R. E	NGINEERING) 79.00	0.00	0.00	0.00	-779.00	\$0.00
BRANDT LAND TRADE		A 2,337.00	0.00	0.00	-76.00	\$2,337.00
WATER ISSUES	0.00	38.00	0.00	0.00	0.00	\$38.00

HOOD RIVER, PORT OF

Septemb

Account No: P

Previous Bala	ance	Fees	Expenses	Advances	Payments	Balance
LOT 1 PRELIMINARY SI 31	UBDIVISION 3.50	(Berger ABAM) 0.00	0.00	0.00	-313.50	\$0.00
TRANSPORTATION ISS	SUES - PART 0.00	C 1,805.00	0.00	0.00	0.00	\$1,805.00
BRIDGE REPLACEMEN 4,80		DT/WDOT) 380.00	0.00	0.00	-4,807.00	\$380.00
LEASE (Pacific Source F	lealth) 0.00	722.00	0.00	0.00	0.00	\$722.00
PROPERTY PURCHASE 76	≣ 0.00	190.00	0.00	0.00	-760.00	\$190.00
CONTRACT (S M E Solu	utions, LLC) 0.00	95.00	0.00	0.00	0.00	\$95.00
AGREEMENT (Tac-Aero	o) 0.00	266.00	0.00	0.00	0.00	\$266.00
AGREEMENT	0.00	228.00	0.00	0.00	0.00	\$228.00
AGREEMENT (Timothy C	O'Donnall) 0.00	190.00	0.00	0.00	0.00	\$190.00
CRUISE SHIP DOCK AG	GREEMENT 0.00	57.00	0.00	0.00	0.00	\$57.00
CONTRACT FOR LOBBY SERVICES (Summit Strategoes)						
JJJ	0.00	38.00	0.00	0.00	0.00	\$38.00
MARINA FUEL CONTRA	CT (HR Che 0.00	vron) 437.00	0.00	0.00	0.00	\$437.00
7,438	8.50	8,396.00	0.00	0.00	-7,438.50	\$8,396.00

Commission Memo

Prepared by: Anne Medenbach
Date: September 20, 2016

Re: VISTA GeoEnvironmental - Lower Mill Utilities



VISTA GeoEnvironmental (VISTA) has provided on-call services throughout the utilities installation at the Lower Mill site. Additional services were required due to inaccurate asbuilt drawings and unanticipated issues with Crystal Springs Water District (CSWD) that extended the utility installation and the fire flow modeling. These additional services included providing on-site inspection, quality control and coordination with the utility companies and contractor.

This contract Amendment No. 3 extends the contract term to September 20, 2016 and adds these services to the scope of work. The additional cost is \$14,875 for a new total contract amount not to exceed \$36,866.10.

RECOMMENDATION: Ratify Amendment No. 3 to contract with VISTA GeoEnvironmental Services in the amount of \$14,875.

AMENDMENT NO. 3 TO PERSONAL SERVICES CONTRACT

This Amendment No. 3 to the Personal Services Contract for Engineering & Related Services ("Contract") is entered into by and between VISTA GeoEnvironmental Services, LLC ("Contractor") and the Port of Hood River ("Port").

RECITALS:

WHEREAS, Contractor and Port entered into a Personal Services Contract dated July 21, 2015 for Site engineering and design services for the Lower Mill site in Odell, Oregon ("Project") for an amount not to exceed \$16,991 ("Original Contract Price"); and

WHEREAS, the Contract was amended on October 9, 2015 to include an extension of the completion date to November 30, 2015 and additional engineering support and bid services were added for an additional amount of \$2,500 to a total amount of \$19,491; and

WHEREAS, Contractor's Scope of Work increased to include drawings for NPDES 1200-C permit, submitted to the DEQ in an addition to the Original Contract Price and the contract was amended by \$2,500 to a total contract amount of \$21,991; and

WHEREAS, Port needed additional engineering support for the utility installation contract including: inspections, quality control, coordination with private utility companies during construction, specification changes and additional engineering; and

WHEREAS, The Port requested engineering support for work with Crystal Springs Water Districts engineers and fire flow modeling to determine site requirements, resulting in an addition to the Original Contract Price;

NOW, THEREFORE, Port and Contractor agree that the Contract has remained in effect after the Original Completion Date and will remain in effect through the New Completion Date for Contractor to carry out the work described above for an amount not to exceed \$14,875.10 resulting in a total Contract amount not to exceed \$36,866.10 payable for completion of all Contactor's Contract work by September 20, 2016.

Except as changed by Amendment No. 1, Amendment No. 2 and this Amendment No.3, all terms of the Contract remain unchanged and in effect.

VISTA GeoEnvironmental Services, LLC PORT OF HOOD RIVER

Carlos Garrido
Member
Date:
489 N. 8 th Street
Hood River, OR 97031
(541) 386-6480
cgarrido@v-ges.com

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

Commission Memo

Prepared by: Fred Kowell Date: Sep 8, 2016

Re: FY 2015-16 Equipment Write Offs



At the end of each fiscal year, all equipment owned by the Port listed as Assets are assessed for value and depreciation. Any equipment which has been sold or disposed of is removed from the Equipment List. The following Equipment Assets, which have been fully depreciated, will be written off as of 6/30/16.

- Administration Equipment: Acquired pre-1986, Cost \$4,171.24 No longer able to locate this group of items from 30+ years ago.
- Coin Machine: Acquired 2003, Cost \$1,595.00 Traded in for a new machine.
- Airport Tie Downs: Acquired 1987, Cost \$2,272.25 Worn out and disposed of.
- PortaCan 1 Restroom: Acquired 1991, Cost \$565.00 Worn out and disposed of.
- Ticket Machine (This Self-Pay Machine was used at the Event Site for a short time, then was put into storage): No acquisition date noted, Cost \$14,452.71 Machine was stored in the Expo Building when the building was demolished.
- 1996 Ford Ranger: Acquired 1996, Cost \$10,231.78 Sold vehicle.
- 2003 Nissan Murano: Acquired 2003, Cost \$31,465.80 Sold vehicle.

RECOMMENDATION: Approve the Equipment List write-off of assets that are fully depreciated, totaling \$64,753.78

Commission Memo

Prepared by: John Mann

Date: September 20, 2016

Re: Marina C Dock Electrical Update



Facilities Manager John Mann will provide an update on the Marina C Dock electrical issues.

RECOMMENDATION: Informational.

Commission Memo

Prepared by: Fred Kowell

Date: September 20, 2015

Re: Toll Plaza Camera System Demo



Fred Kowell will provide a live demonstration of the new video camera system installed in the toll plaza last week.

RECOMMENDATION: Informational.

Commission Memo

Prepared by: Anne Medenbach
Date: September 20, 2016

Re: FAA / North Ramp Project Update



Anne Medenbach will provide an update to the North Ramp development project at the Airport, with details on timeline adjustments related to new FAA requirements for a full Environmental Assessment.

RECOMMENDATION: Informational.

Executive Director's Report

September 20, 2016

Staff & Administrative

- It is time to schedule the fall planning workshop. We suggest November 15, the second scheduled Commission meeting in that month. Please consider your schedule to confirm availability.
- I will meet with new County Administrator Jeff Hecksel on September 20.
- The adoption of the Oregon Ethics Law Policy that is an action item on the agenda is a direct result of the 2016 SDAO Best Practices Checklist. Adoption of the policy results in a 2% discount to the Port's property/casualty insurance premium to SDIS.
- Valori Worth, part-time toll booth employee has been promoted to full time.
- Crystal Springs Water District (CSWD) seeks a Port letter of support for Infrastructure
 Finance Authority funding of a west side reservoir in Odell. A draft letter (attached) will
 be sent pending consensus from the Commission.

Recreation/Marina

- Pacific Power is expected to complete removal of the transformer on the Marina Green September 15. The cross over to the new power supply was uneventful and the tenants were not impacted negatively. After the transformer is removed, staff will remove the chain link fence, Century Link will place their telephone cabinet underground, and staff will fine grade and re-seed the area. There have been many challenges with this project and our Facilities Dept. staff has worked very hard to complete it well.
- We are hopeful that the ground faults on C Dock are resolved. All indications are that
 the cause is deteriorating plugs on the pedestals—as the connections with the cord
 prong becomes loose, ground faults occur. This appears to be why the faults have
 occurred sporadically depending on use and weather conditions.
- The American Pride and Queen of the West continue to push in next to the Commercial Dock and outside the Marina Jetty.
- Port legal counsel has prepared a revised Guarantee for the concrete path work east of the hotel. The Guarantee was acceptable to Mission Construction but Naito Development has not yet responded. Both would need to be signatories to the agreement.
- At least one kiteboard school has reported that this summer was one of their best years ever with good wind, weather, and lots of customers.

Development/Property

- Key Development will be sharing weekly construction reports on the Expo project with the Port. Currently, foundation and utility work is well underway.
- I will be taking a tour of the new Sheppard's construction site with Ben Sheppard on September 20. Ben has extended an offer to tour the project with any interested Commissioner.
- NBW, LLC has announced that Mid-Columbia Medical Center will be the anchor tenant in their commercial building to be constructed west of the new hotel.
- The Lease Agreement with Columbia Room, Inc. (Shell Station) has not yet been executed pending final resolution of insurance requirements. I do believe we are on the path to resolve this issue soon.
- Beam Excavation received final completion on the utility project at the Lower Mill on September 13th.
- Property inspections will be completed by Anne and John before October. Port staff will
 inspect every Port building and property to identify maintenance issues and CIP's for the
 coming year.

Airport

- Anne continues to work with Tac-Aero and Port legal counsel on a draft MOU regarding the North Ramp development project.
- Please see the attached memo from Elaine Howard regarding potential funding from the Windmaster Urban Renewal Area for the Airport development.
- The Hood River Fly-in on September 10-11th was extremely well attended with 538 aircraft on Saturday. Thanks to Anne and Fred for providing information on the Airport and the North Ramp Project.
- As you know, the FAA has stated that they will not be able to review the Environmental Assessment for the North Ramp development project for an extended period. Anne has been working closely with Hal Hiemstra and the FAA to address this challenge which could negatively affect the private investment in the project.
- The Port will host a Commission tour of the Airport on September 28th at 9:00 AM. We will meet with Tac-Aero at the FBO Building.
- Anne will conduct T-Hangar inspections this week with Westside Fire Department.
- Anne and Fred are working with Century West to compile potential projects for the upcoming aviation gas tax grant funding cycle of the Critical Oregon Airport Relief fund (COAR).

Bridge/Transportation

- We have submitted comments on the draft Signage Plan received from DKS Associates and they are working on final changes. The final signage plan will be complete by September 22.
- Stafford Bandlow Engineers (SBE) completed strain gauge testing and additional skew fail/stop instrumentation on September 7 and 8. The lift span now has redundant systems that will stop a lift if an out-of-skew condition occurs or if one of the motors fails to engage. We are waiting for the final report and recommendations on the testing. One conclusion from SBE is that regular lubrication of the wire ropes needs to improve significantly.
- Union Pacific (UP) representatives assessed the damage to the bridge deck on September 7 in response to our claim for damage to the deck resulting from traffic reroutes related to the June 3 Mosier oil train derailment incident. It is unlikely that UP will pay damages on the claim. Also on September 7, ODOT announced single closures of I-84 lanes and Exit #63 ramps to carry out repairs to the I-84 Hood River Bridge.
- Bridge deck welding is complete. Bulldog Welding was a tremendous help to staff and their work was complete in four days.
- I had a very constructive meeting with Dan Bates (Thorn Run) and Steve Siegel regarding bridge replacement strategy on September 9. We expect to have a detailed approach for the Commission to consider in early October.
- I had a lengthy meeting on September 13 with Karen Williams, an attorney who worked extensively with the State on Public/Private Partnership models. Although Oregon has a limited track record of successful P3 projects, Karen is well versed in examples that have been utilized widely in British Columbia. We will consider these in our assessment of alternative approaches to the Hood River Bridge replacement project.
- At this time staff is strongly considering a delay to the Auxiliary Truss project until summer/fall of 2017. The budgeted amount was approximately \$350,000. The reasons for the delay include the need to fund replacement of the deteriorating loops and installation of new readers at the toll plaza as well as recommended bridge signage.
- Genevieve and I are participating in a work group that was created in response to the
 extended freeway closure difficulties that resulted from the Mosier oil train derailment
 incident. The work group is composed of ODOT, WSDOT and law enforcement/fire
 agencies and seeks to develop a comprehensive traffic response plan when emergencies
 occur that affect the road network in the Gorge.

- The Snowball Meeting is October 3. This is the annual meeting of cities, counties and transportation departments to discuss the winter weather forecast and road maintenance and closure action plans.
- Fred and I will be working on alternative strategies for a toll increase next year. Our FY 16/17 budget calls for an increase in January and we will need a clear public information timeline and financial rationale ready for Commission discussion in October.

OCTOBER 2016

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Queen of the West
7	Sea Bird	4 Commission Mtg 5pm Sea Lion	S Queen of the West Last stop for 2016	9	_	∞
6	10 Columbus Day Federal holiday: OFFICE IS OPEN Harvest Fest set-up begins URA Board Sea Bird	11 Sea Lion	12 14 15 PNWA Conf, Vancouver PNWA Conf, Vancouver ES/Lot 1: Harvest Fest McElwee & Shortt(?) McElwee & Shortt(?) Relwee & Shortt(?) Sea Bird ES/Lot 1: Harvest Fest	13 PNWA Conf, Vancouver McElwee & Shortt(?)	14 PNWA Conf, Vancouver McElwee & Shortt(?) ES/Lot 1: Harvest Fest	15 ES/Lot 1: Harvest Fest Sea Bird
ot 1: Harvest Fest	17 KIHR Radio, 8am Harvest Fest move-out Auditors here	Commission Mtg 5pm	19 Auditors here	20 Auditors here	21 Auditors here	Sea Bird Marina Green-exclusive use Columbia Gorge Marathon move-in
23 Marina Green-exclusive use Columbia Gorge Marathon	24	25	sGorge, 3pm cation TBD)	27 Sea Bird	28	29
30	31 Halloween	September 2016 S M T W Th F 4 5 6 7 8 9 11 12 13 14 15 16 18 19 20 21 22 23 25 26 27 28 29 30	Sa 3 3 6 6 110 117 113 24 220 220 27 27 27 27 27 27 27 27 27 27 27 27 27	ember 2016 T W Th F Sa 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	Notes: Anne: airport conferences Oct. 2-4 & Oct. 16-18 Fall Planning: Tuesday, November 15, noon	Oct. 2-4 & Oct. 16-18 November 15, noon



Providing for the region's economic futu

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September 14, 2016

Fred Schatz, Executive Director Crystal Springs Water District 3006 Chevron Drive Odell, OR 97044

RE: Support for Infrastructure Finance Authority financing of a west side reservoir in Odell.

Dear Mr. Schatz:

The Port of Hood River would like to express our support of Crystal Springs Water District's (CSWD) efforts to construct a new reservoir on the west side of the town of Odell. This reservoir will significantly improve the water system in the area and allow for current and future municipal water needs to be met.

As a regional economic development agency, the Port of Hood River views this project as an important component to continuing economic development in Hood River County. Odell is currently home to large fruit packing facilities as well as other agricultural and resource industries. The ability for these companies to grow depends greatly on a consistent water supply.

Hood River County is also in great need of housing at all price points. Odell is located in the center of the County and is well situated for more housing, also dependent on consistent water supply, thereby benefitting from the reservoir project.

For these reasons, the Port of Hood River strongly supports CSWD's efforts to secure Infrastructure Finance Authority funding for a new reservoir on the west side of Odell.

Sincerely,

Michael McElwee Executive Director Port of Hood River



MEMO

TO:	Michael McElwee
FROM:	Elaine Howard
RE:	Potential Airport Project in Windmaster Urban Renewal Area
DATE:	August 11, 2016

Background:

The Port of Hood River (Port) has asked whether capacity exists in the Hood River County Windmaster Urban Renewal Area (Windmaster Area) for the addition of a project and funding to support the project. There is history of the Port and Hood River County (County) working together in this urban renewal area as early in the term of the urban renewal area, the Port authorized initial payments of \$122,000 for ten sewer hook ups, only two of which have been used to date. This allowed for initial funding to jump start the urban renewal area.

Project Description:

The Port has applied for a Connect Oregon VI 2015 grant to fund improvements at the Hood River Airport (Airport) as Phase I of a multi-phase improvement to add facilities to the Airport. This property is within the Windmaster Urban Renewal Area.

The grant application stated the project purpose as:

This project establishes the ramp, apron, fuel facility, utilities, and shovel-ready pad sites necessary to leverage available private investments to maximum benefit for the airport, the community, neighboring communities, and the current and future users of the airfield. As described in the current (draft) Airport Master Plan, these improvements will provide immediate safety and capacity improvements, specifically for forest fire and emergency search and rescue response.

A general overview of the entire project, as stated in the same grant application states:

Hood River's Ken Jernstedt Airfield has a unique opportunity to leverage the high-tech assets of our region to accomplish key public objectives in transportation, economic development and emergency response, while achieving goals that have been identified in every Airport Master Plan since 1977.

The recent, significant growth of nationally leading UAV-related firms in the local area has brought about new opportunities for the Airport to serve as a center for development and use of UAV technology, particularly as applied to agriculture, aerial mapping and surveying, and emergency response. Companies like Insitu, Radcomp, Hood Tech, and Cloud Cap Technology, all based in the Hood River-White Salmon area, need expanded hangar facilities, enhanced landing and take-off and jet fuel capabilities for more efficient and convenient travel for clients, vendors, and employees. These companies have long expressed interest in



upgrading the Hood River facility to better meet their current needs and anticipate new needs as their companies grow.

Additionally, the Airport is experiencing growing demand from these and other local businesses that need to have a base and home port for corporate aircraft and test flight services. This, in turn, has led to an increasing demand for reliable aircraft maintenance and repair, fueling, and hangar facilities – some currently unavailable, but identified needs in the Airport Master Plan.

Furthermore, annual requests from federal and state agencies to accommodate firefighting personnel and equipment have illustrated rapidly increasing demand for Airport facilities and services supporting natural resource and disaster preparedness issues. An immediate need for the development of jet fuel service, a new staging area, and crew bunk facilities is evident. Over the past five years, the Ken Jernstedt Airfield (FAA Identifier 4S2) has served as only a short-term base of operations for firefighting aircraft responding to 18 different wildfires; several in Hood River's immediate vicinity.

The jet fuel and helicopter tie-down components of this project will ensure air attack firefighting teams will be able to have dedicated locations for their aircraft and be able to have their primary base of operations in Hood River. Future planned private investments expected to result from this work include construction of a new maintenance hangar with bunk rooms for firefighting and emergency response personnel.

The total project cost of Phase I of the project for which the Connect Oregon VI grant was applied was \$2,166,900. The grant request was for \$1,364,900 with a match of \$800,000. The Port is interested in assistance from the County using funds from the Windmaster Urban Renewal Area for a portion of the \$800,000 match. The Port is negotiating a split of the match with the developer, with \$400,000 as the developer's match. The proposal is for the remaining amount of \$400,000 to be split between the Port and the County. This funding establishes the ramp, apron, fuel facility, utilities and shovel-ready pads sites necessary to leverage the private investment.

Financial Implications to the Windmaster Urban Renewal Plan:

The Windmaster Urban Renewal Plan (Plan) was established in 2007 to address sewer and transportation deficiencies in the Area. It was amended in June of 2016 to add projects to the Plan. At that time a financial analysis was performed to track the maximum indebtedness (MI) of the Plan. The MI of \$3,420,000 is the total amount of funding for projects, programs and administration in the life of the Plan. The projections supplied by Nick Popenuk and projected that after the addition of the projects in the June 2016 amendment, there was \$382,900 left in MI capacity.

Mr. Popenuk has reviewed those financial projections and confirms the final existing project for the Windmaster UR Plan is the Phase 2 sewer improvements, presently scheduled for FY 2021-22 with that funding paid off in FY 2026/27. He states there is capacity for the Airport project of a \$200,000 match to be funded in FY 2017/18 as part of the anticipated loan taken out that year. His projections indicate the funding for this project would not harm the schedule of other projects in the Plan as long as the economy stays healthy and the projected new development occurs at the airport as anticipated. The project could also be funded at the end of the urban renewal plan after all other projects have been completed if this is the desired route to proceed.



The proposed project would add approximately \$7 million in investment in the Area, and consultation with the Hood River County Assessor's office indicates this investment level would result in an assessed value increase of \$5,145,000 using a commercial change property ratio of .735, and taxes of approximately \$47,117 starting in FY 2019/20 if the construction is completed before January of 2019. The taxes will potentially increase every year after that as property values increase.

Goals and Objectives of the Windmaster Urban Renewal Plan:

The existing goals and objectives of the Windmaster Urban Renewal Plan relevant to this potential project state:

Goal 2: TRANSPORTATION

Determine whether transportation improvements are required for proper development of industrial properties within the Area.

Objectives

- 2A: Monitor development interest on industrial properties.
- 2B: Determine whether transportation improvements are necessary to support such development.
- 2C: Consider an amendment to the Plan to provide funding for necessary transportation improvements.

While these goals do not specifically cover the proposed project, they could be amended at the same time the Plan was amended to add the project. The project would add investment to the community, jobs, and help with emergency services and disaster preparedness issues for the entire community. The addition of this project to the Plan, and goals and objectives to relate specifically to the Project would be a legally acceptable addition to the Plan.

Options for Proceeding:

- 1. Decide if the County is interested in partnering with the Port to improve emergency and disaster preparedness access at the airport and provide improvements to spur economic development at the Airport.
- 2. If so, amend the Plan to identify the Airport Project and at the same time amend the goals and objectives. Allocate \$200,000 to the project. This would be a Commission Approved amendment of the Plan, requiring a resolution of the Agency and ordinance of the County Commission. Elaine Howard Consulting, LLC would be hired by the Port to prepare the documents required by the County for the amendment.
- 3. Negotiate terms/timing of the grant.

Commission Memo



Prepared by: John Mann

Date: September 20, 2016

Re: Contract with Twice the Light Inc.

Bridge Roadway Light Replacement Project

The roadway lights on the Bridge are very old and in a state of disrepair. Electrical costs to operate the current lights are high and they have been an ongoing maintenance issue for many years, requiring an electrical contractor and a job lift multiple times a year. Due to the vibration on the bridge, these lights do not stay functional for long and are nearly always in need of some type of repair. These repair costs have become increasingly expensive over the last couple of years.

Staff reached out to Twice the Light, Inc. of Battleground WA, a supplier specializing in this type of retrofit to assist with replacing the existing lights with LED bulbs. Twice the Light worked with Gorge Electric to estimate the labor costs for installation. Twice the Light worked with the bridge electrical providers and their incentive programs for reimbursement through the utility company's incentive programs.

Expected costs to the Port are as follows:

LED Fixture costs: \$15,840.00

Labor, lifts, permits: \$12,600.00

Total Project Cost: \$28,440.00

Pacific Power/Energy Trust of Oregon Incentive: \$5,775.00

Klickitat PUD incentive: \$2,160.00

Net Cost to Port of Hood River: \$20,505.00

Annual estimated savings are: 43,453 kilowatts per year, or \$3,368.00, meaning the project has a 7 year payback period. Annual maintenance costs will also be reduced, as the LEDs perform much more reliably than the standard high wattage bulbs currently installed.

RECOMMENDATION: Approve contract with Twice the Light, Inc. for the installation of LED roadway lights on the Hood River Bridge in the amount of \$28,440.00.

Twice The Light, Inc



ROADWAY LIGHTING PROPOSAL

PROJECT: PORT OF HOOD RIVER BRIDGE LIGHTING RETROFIT

TO: Hood River Port Commission Project Manager: Lisa Littleton

ATTN: John Mann, Facilities Manager Phone: 360-901-7710

Date: 5/26/16 Email: LisaL@twicethelight.com

SCOPE: Remove and recycle Quantity 30 Cobra Head 400watt Metal Halide Street Lights and replace with 30 High Performance ALSET® LED 130watt Street Lights located on bridge span and the North and South approaches.

LED Fixture Cost: \$15,840

Labor, Lifts Permits: \$12,600*

Total Project Cost: \$28,440

Pacific Power/ Energy Trust of Oregon Incentive: \$5,775

Klickitat PUD Incentive \$2,160

Net Cost to Port of Hood River \$20,505

Annual Energy Savings: 43,453 Kilowatts / \$3,368 per year at current power rate. Maintenance cost reduction is not included in savings calculation.

Product warranty 7-years. Rated life 100,000 hours.

*Labor quote provided by Gorge Electric, Inc. Labor warranty 1-year.



About Us

Twice The Light, Inc., founded in 2009 is a northwest leader in sales and installation of new technology lighting systems and controls for commercial and industrial customers.

Our Mission is to design, engineer and install the newest and highest quality energy efficient lighting and controls. As a Northwest Trade Ally, with Performance Plus certification, we will secure the maximum cash incentive from Energy Trust of Oregon and Washington Public Utilities to pay a significant portion of your qualifying lighting project.

Our satisfied customers include Boise Paper/PCA, Papé Group, Les Schwab, Evergreen School District, Teevin Land & Timber, Weyerhaeuser, Hertz, and many locally owned small businesses.

Our commitment to you is exceptional customer service and the installation of quality lighting products. We look forward to establishing a lasting relationship servicing your lighting needs.

Lisa J Littleton

President





Features:

- Light Distribution Type 3
- Beam Angle 145° x 70°
- Mount Dimension ø60"
- Power Factor >0.99 @ 120V
- 10 kV Surge Protection Standard
- >70 CRI
- High efficacy at 130 lumens per watt
- 7-year warranty, additional options available
- Operating Temp Range -40°-140° F / Rh 10-95%
- Clear lens
- IP66 Ingress Protection-Rated for wet locations
- Photocell optional
- 0-10V dimming option available (DM = Dimmable)
- · Silver finish is standard. Other colors available
- Distribution Type 1,2,3,4 & 5 available

- ALSET FreeFlow Technology allows rain and spray to pass trough the fixture, washing away dirt and insects, making it virtually self cleaning
- THD <8% @ 120V Dark Sky Friendly
- Input voltage 120-277V, or 347-480V
- Workable Voltage 90-305V, or 180-528V
- Net Weight 11-20lbs.
- · Wind and salt spray resistant
- Dimensions (width): 11.4"
- Dimensions (height): 3.4"
- Dimensions (length, based on wattage): 13.4"-29.3"

Applications:

- Roadways
- Industrial parks
- Outdoor parking structures

Items Stocked in Illinois Warehouse

Model Number	Lumen	Voltage	Color Temp (K)	0-10v DC Dimmable	Watts	Lumens per Watt	Wattage Equivalent
SLA-5L-50K-UL-PC-DM	5204	120-277V	5000	Yes	41	130	100W HPS
SLA-8L-50K-UL-PC-DM	7427	120-277V	5000	Yes	61	130	150-175W HPS
SLA-10L-50K-UL-PC-DM	9668	120-277V	5000	Yes	75	130	200W HPS
SLA-11L-50K-UL-PC-DM	11477	120-277V	5000	Yes	92	130	250W HPS
SLA-16L-50K-UL-PC-DM	16143	120-277V	5000	Yes	127	130	400W HPS
SLA-27L-50K-UL-PC-DM	26896	120-277V	5000	Yes	215	130	1000WHPS







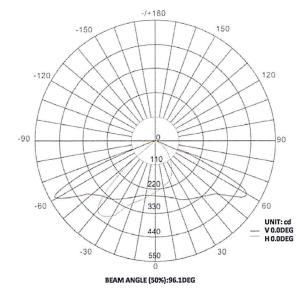








Distribution Curve



Road Lighting Effect

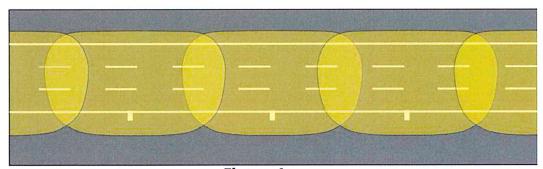
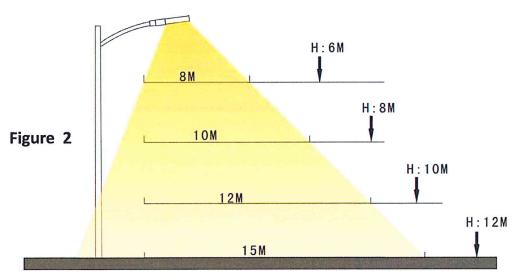


Figure 1









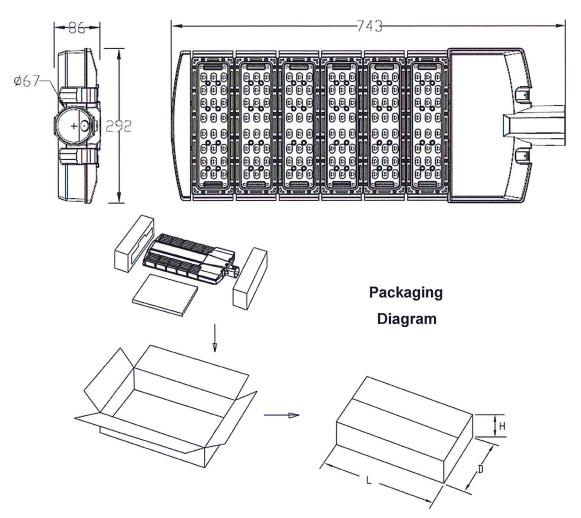






UNIT DIMENSIONS

6 module 743/5 module 662/4 module 582/3 module 501/2 module 421/1 module 340



Model Number	SLA-3L-50K-UL- PC-DM	SLA-5L-50K-UL- PC-DM	SLA-8L-50K-UL- PC-DM	SLA-10L-50K- UL-PC-DM	SLA-11L-50K- UL-PC-DM	SLA-16L-50K- UL-PC-DM	SLA-27L-50K- UL-PC-DM
Carton Size (mm)	393X347X142	393X347X142	473X347X142	554X347X142	634X347X142	715X347X142	796X347X142
N.G (KG)	4	4	4.9	5.8	6.4	7	7.85
Model Number	SLA-3L-50K-UL- PC-DM	SLA-5L-50K-UL- PC-DM	SLA-8L-50K-UL- PC-DM	SLA-10L-50K- UL-PC-DM	SLA-11L-50K- UL-PC-DM	SLA-16L-50K- UL-PC-DM	SLA-27L-50K- UL-PC-DM
Model Number Carton Size (Inches)							







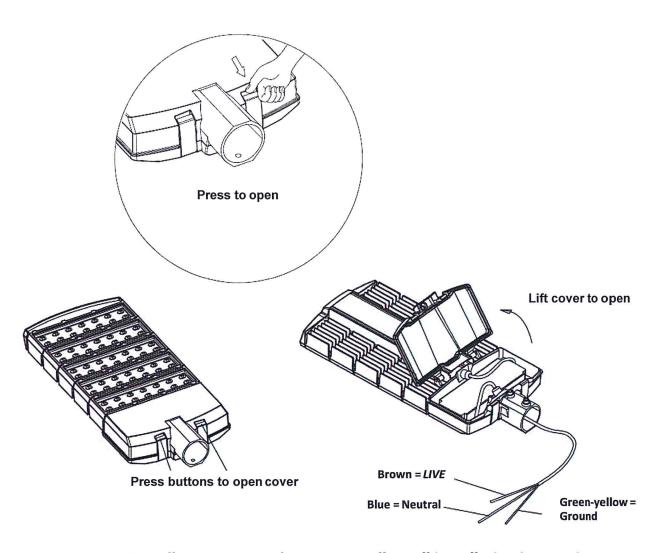








INSTALLATION INSTRUCTIONS



- Improper installation may void warranty. Follow all installation instructions
- To prevent electrical shock, cut off power before installation
- Ensure pole can support weight ofluminaire
- Do not cover luminaire
- For safe operation luminaire must be properly grounded













Luminaire Schedule	ire Sch	edule				
Symbo Qty	Qty	Label	Arrangement	Arrangement Total Lamp Lumens	LLF	Description
P	e ₽	SL 54055	SINGLE	16143	0.900	0.900 SLA-16L-50K-T3-UL-SL-PC

Calculation Summary							
Label	Units	Avg	Max	Min	Avg/Min Max/Min	Max/Min	
Hood River Bridge	Fc	1.24	1.24 5.0 0.0	0.0	A.A.	A.A.	

lighting

A ONE FOR ONE FIXTURE SWAP REPLACING 30 400 MH ON 25' POLES CALCULATIONS TAKEN AT FINISHED GRADE

KEY FEATURES

High efficacy: 130-140 lumens per watt Standard 10kV surge protector nstant on to full brightness 100,000 hours rated life 7 year warranty

Easy access panel for repairs Photocell option available Easy installation

Light grey color standard (other colors available) Distribution Pattern Types II, III, IV, V ETL, RoHS, & FCC approved LM79 and LM80 reports available

Fixture comes standard with 2 3/8" slip fitter, contact factory for other mounting options 0-10V dimming option available P66 Rated for wet locations

Silver color housing is standard; other colors available,

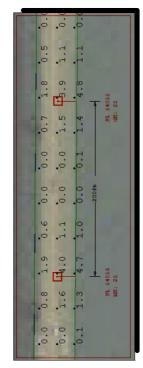
contact the factory.

SPECIFICATIONS

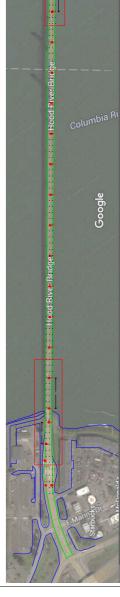
copyrit 200 spring house, no.

Input Voltage: 120-277V or 347-480V Lumens:3,000-33,000 (70W-1000W HID Equiv) Base Length: 13 2/5 to 29 1/4 inches Base Width: 11 1/2 inches Height: 3 2/5 inches Watts: 23-220

Type II, III, IV, V distribution available Operating Temperature: -40 °-140 ° F Weight: 9-20 pounds Efficacy: 130-140 lumens per watt CCT: 4000K and 5000K CRI: >70







THE CUSTOMER IS RESPONSIBLE TO VERIFY ORDERING INFORMATION/CATOLOG NUMBER/ AND ANY ADDITIONAL EQUIPMENT NECESSARY PRIOR TO PLACING ORDER

components. The self-cleaning construction means the face of the bezel

parking, area and perimeter lighting.

ALSET® LED Streetlights are available in multiple distribution patterns and can replace HID lighting up to 1000W. Luminaires are suitable for wet locations and feature a locking bracket for easy access to internal remains clean after rain or snow. Units come complete with a 2 3/8" slipfitter for easy installation. Typical applications include roadway,

STREET LIGHT #54055

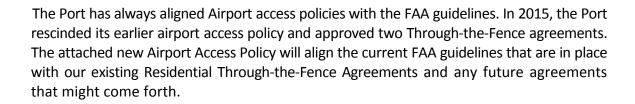
LED

Commission Memo

Prepared by: Fred Kowell

Date: September 20, 2016

Re: Resolution No. 2016-17-1 Airport Access Policy



RECOMMENDATION: Approve Port Resolution No. 2016-17-1 adopting the Port Airport Access Policy.

PORT OF HOOD RIVER

RESOLUTION No. 2016-17-1

ADOPTING AIRPORT ACCESS POLICY

WHEREAS, The Port of Hood River ("Port") owns and manages the Ken Jernstedt Airfield ("Airport"); and WHEREAS, in 2012 Congress passed a law (P.L. 112-95, "Act") that authorizes general aviation airport sponsors, such as the Port, to allow aircraft owners who are adjacent property owners to the Airport, to enter into a residential through the fence agreement for direct airport access, and the Federal Aviation Agency ("FAA") has adopted policies consistent with the Act; and

WHEREAS, the Port Airport Access Policy is consistent with the Act; now, therefore

BE IT RESOLVED that the Port hereby approves the September 20, 2016 Airport Access Policy.

ADOPTED BY THE BOARD OF COMMISSION	NERS this 20th day of September 2016.
President – Brian Shortt	Vice President – Fred Duckwall
Secretary – Jon Davies	
Treasurer – Rich McBride	
Commissioner – Hoby Streich	

PORT OF HOOD RIVER

AIRPORT ACCESS POLICY KEN JERNSTEDT AIRFIELD

Adopted September 20, 2016

INTRODUCTION

The Ken Jernstedt Airfield (Airport) is owned and has been operated by the Port of Hood River (Port) since 1976. The Port is a special district in the State of Oregon and operates under ORS Chapter 777 and other state and federal laws. The Port's mission is promoting economic development and a high quality of life in the Columbia Gorge Region. The Airport is a public facility and supports agriculture, tourism, recreation, economic development and aviation training in the Hood River Valley. The Federal Aviation Administration (FAA) provides significant capital funding for the Airport.

To insure continued financial support and consistency with its policies, the FAA has directed the Port to adopt a policy that clearly describes and limits the circumstances upon which private property owners residing on property zoned as residential may access the Airport. The Port's Airport Master Plan describes current access points to the airport.

I. AIRPORT ACCESS

A. Residential

- 1. Access to the Airport from a property zoned as residential must follow the FAA guidelines for Residential Through-the- Fence (RTTF) outlined in (78 Fed. Reg. 2013-16917; July 16, 2013). Compliance guidance can be found under (CGL) 2013-01, FAA Review of Existing and Proposed Residential Through-the-Fence Access Agreements. The Port is not required to submit an access plan but are required to submit a copy of the RTTF with the FAA. The RTTF agreement must meet the terms and conditions contained in the law to the maximum extent possible. The law requires that all RTTF property owners must:
 - a. The property owner must possess a current pilot license;
 - b. The property owner executes a Residential Through The Fence Access Agreement prepared by the Port and approved by the Port Commission;
 - c. The term will be for five years with a possibility of renewal based upon the Port's discretion.
 - d. Specific aircraft associated with the property are identified and are registered with the Port.
 - e. The property owner aircraft liability insurance satisfactory to the Port.
 - f. The property owner will pay to the Port charges comparable fees charged to other airport tenants and operators making similar use of the airport. Currently, this is the equivalent of a monthly tie

- down rate. However the Port may change at its discretion another comparable fee.
- g. The property owner must pay the costs to build and maintain any infrastructure necessary to provide access to the airfield from their residential property adjacent to the airfield;
- h. The property owner must maintain the property for residential, noncommercial, use for the life of the agreement;
- i. The property owner must adhere to the distance and height restrictions of any structure on their property from the center line of the runway to the property as outlined in the FAA guidelines above:
- j. Any infrastructure or structure must be approved by the Port;
- k. The property owner will prohibit others from accessing the airport from their property; and
- I. The property owner is prohibited from refueling on the property, except when refueling their own aircraft;
- m. Commercial use of the access is prohibited.

B. Commercial

 Access to the Airport from a commercial business will be permitted only if the property is zoned for commercial or industrial use and the Port determines such access is consistent with FAA regulations. The Port will seek advice from the FAA in interpreting any commercial access conditions.

C. Existing Easement Access

 Notwithstanding the access restrictions stated above, direct access is allowed from the north side of the Airport under the provisions of the September 14, 1994 Easement between the Port of Hood River and Terry E. Brandt, recorded in Hood River County official records in 1995 as instrument # 95026.

II.ENFORCEMENT

A. Ordinance

1. Port Ordinance 23, dated May 24, 2011 describes Airport conduct, access restrictions and specific enforcement mechanisms.

Commission Memo





Prepared by: Anne Medenbach
Date: September 20, 2016

Re: Through The Fence Agreement - O'Donnell

Timothy O'Donnell has applied for a Through the Fence Agreement ("TTF"). He lives on the border of the south side of the Airport. He is a pilot and glider pilot and would like to be able to access the Airport. He is next door to Bill Veatch and Jeremy Young, both of whom have Residential TTF Agreements.

Mr. O'Donnell can meet all of the requirements outlined in the TTF agreement and would like to move forward.

RECOMMENDATION: Approve Residential Through the Fence Agreement with Tim O'Donnell.

Residential Through the Fence Agreement

This Airpo	ort Access	Agreeme	nt ("Agree	ment")	is made	and	entered	into t	his the	0	lay of
		, 2016,	by a	nd betw	een the P	ORT (OF HOOD	RIVER,	, a	State	of
Oregon	special	district	("Owner"	or "Po	rt"), Timo	othy J	l. O'Donr	nell ("L	Jser"),	who	owns
property I	ocated at:										

1704 Orchard Road 2N10E11A lot 1900 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:

<u>ARTICLE I – PROPERTY WITH RIGHT OF ACCESS</u>

The property with the legal right of access is located in Hood River County. The tax map lot and number are: 2N10E11A lot 1900

<u>ARTICLE II – TERM OF AGREEMENT</u>

The term of this Agreement shall commence on the date of this Agreement entered above, and shall continue for a five year period or 60 months. 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. <u>No Commercial Aeronautical Uses:</u> 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. <u>Sale of Aviation Fuels Prohibited</u>: User shall not sell, nor permit any other person or entity to sell aviation fuels on User's Property.
- 3. <u>Prohibitions and Restrictions on Access:</u> 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 with this Agreement and when requested.
- 2. User's aircraft must have a valid FAA "N" number. That number must be provided to the Port with 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. <u>User's Access Fee</u>: 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. <u>Payment</u>: 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: 4.

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

5. Penalty for Late Payment: Owner will assess a late penalty of \$10 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. <u>Construction and Maintenance</u>: 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. <u>Construction Costs</u>: 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. <u>Events of Default by User</u>: 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.
- e. User fails to follow standard operating procedures when accessing the taxiway and is deemed by the Airport Advisory Committee to be piloting in an unsafe manner.
- 2. <u>Notice of Default:</u> 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 VIIII – 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

ecuted this Agreement.
Owner: Port of Hood River
Ву:
Michael McElwee, Its: Executive Director

Commission Memo

Prepared by: Genevieve Scholl
Date: September 20, 2016

Re: SDIS Best Practices – Oregon Ethics Law



The Port participates in the Special Districts Insurance Services (SDIS) through the Special Districts Association of Oregon (SDAO). Every year, SDIS issues recommended Best Practices to all member districts with an opportunity to receive a discount on insurance premiums with adoption of such practices by the district Board of Directors and/or staff.

This year, SDIS is recommending each district formally adopt an Ethics Policy based on ORS Chapter 244, Oregon Ethics Law. This policy (attached) is aligned with the Port's committment to practice and withhold the highest ethical standards at both the board and staff level. Adoption of this policy would enable the Port to receive a 2% discount on our insurance premium.

RECOMMENDATION: Approve Resolution 2016-17-2 adopting the Oregon Ethics Law Policy.

PORT OF HOOD RIVER

Resolution No. 2016-17-2

RESOLUTION ADOPTING OREGON ETHICS LAW POLICY

PURPOSE

WHEREAS the Port of Hood River Commission and staff are committed to practice the highest ethics standards; and

WHEREAS the Port of Hood River participates in the Special Districts Insurance Services (SDIS) Best Practices program which provides an opportunity for special districts to earn an annual discount on insurance rates; and

WHEREAS the SDIS Best Practices recommendations for this year include the adoption of an Oregon Ethics Law Policy;

THEREFORE, BE IT RESOLVED that the Port of Hood River Board of Commissioners hereby adopts the Oregon Ethics Law Policy attached as Exhibit A as the Port of Hood River Ethics Law Policy.

ADOPTED by the Port of Hood River Board of Commissioners on this 20th day of September,

Brian Shortt, President

Fred Duckwall, Vice President

Jon Davies, Secretary

Rich McBride, Treasurer

Hoby Streich, Commissioner

EXHIBIT A Oregon Ethics Law Policy

Overview

Oregon Government Ethics Law

- Applies to all elected and appointed officials, employees and volunteers
- Prohibits use of public office for financial gain
- Requires public disclosure of financial conflicts of interest
- Limits gifts that an official may receive per calendar year
- Found in Oregon Revised Statutes, Chapter 244

Purpose

The purpose of this policy is to establish ethical standards of conduct for all district public officials in accordance with Oregon Government Ethics law.

Financial Gain

Each public official is prohibited from using the position as a public official to receive certain financial benefits if the opportunity for the financial benefit would not otherwise be available but for the position held by the public official. In addition, each public official is prohibited from using or attempting to use the official position to obtain financial benefits for a relative or a member of the public official's household, or for a business with which the public official, a relative, or a member of the public official's household is associated.

The following is a list of financial benefits that may be received. These include:

- Official compensation
- Reimbursement of expenses
- Honorarium
- Unsolicited awards for professional achievement
- Some gifts

Gifts

No public official shall solicit or receive any gift(s) with a total value of more than \$50 from any single source who could reasonably be known to have a financial interest in the official actions of that public official. A gift is defined as something of value given to a public official, for which the official does not pay an equal value. Gifts of entertainment are included in the \$50 gift limit.

This does not mean that an official cannot receive any gifts. The law only restricts gifts from sources that have an administrative or legislative interest in the public official's actions, and does allow the public official to receive up to \$50 worth of gifts from each source. In addition, unlimited gifts may be accepted from a source that does not have a legislative or administrative interest in the public official, and the public official may accept unlimited gifts from specified relatives.

Conflict of Interest

Oregon Government Ethics law identifies and defines two types of conflicts of interest: actual conflict of interest and potential conflict of interest.

The difference between an actual conflict of interest and a potential conflict of interest is determined by the words "would" and "could."

A public official is met with an **actual** conflict of interest when the public official participates in action that **would** affect the financial interest of the official, the official's relative or a business with which the official or a relative of the official is associated.

A public official is met with a **potential** conflict of interest when the public official participates in action that **could** affect the financial interest of the official, a relative of that official or a business with which the official or the relative of that official is associated.

A public official must announce or disclose the nature of a conflict of interest. The way the disclosure is made depends on the position held. The following public officials must use the methods described below:

- <u>Potential Conflict of Interest</u>: Following the public announcement, the public official may participate in official action on the issue that gave rise to the conflict of interest.
- <u>Actual Conflict of Interest</u>: Following the public announcement, the public official must refrain from further participation in official action on the issue that gave rise to the conflict of interest.

If a public official is met with an actual conflict of interest and the public official's vote is necessary to meet the minimum number of votes required for official action, the public official may vote. The public official must make the required announcement and refrain from any discussion, but may participate in the vote required for official action by the governing body. These circumstances do not often occur. This provision does not apply in situations where there are insufficient votes because of a member's absence when the governing body is convened. Rather, it applies in circumstances when all members of the governing body are present and the number of members who must refrain due to actual conflicts of interest make it impossible for the governing body to take official action.