



**PORT OF HOOD RIVER COMMISSION**  
**AGENDA**  
**Tuesday, October 20, 2020**  
**Via Remote Video Conference, Marina Center Boardroom**

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**5:00 P.M.**  
**Regular Session**

1. Call to Order
    - a. Modifications, Additions to Agenda
    - b. Public Comment
  2. Consent Agenda
    - a. Approve Minutes of the September 15, 2020 Regular Session (*Maria Diaz, Page 3*)
    - b. Approve Accounts Payable with Jaques Sharp in the Amount of \$7,450 (*Fred Kowell, Page 9*)
  3. Informational Reports
    - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 13*)
    - b. Waterfront Annual Report (*Daryl Stafford, Page 21*)
  4. Presentations & Discussion Items
    - a. Enterprise Zone Update, Jessica Metta, MCEDD (*Michael McElwee, Page 31*)
  5. Executive Director Report (*Michael McElwee, Page 39*)
  6. Commissioner, Committee Reports
  7. Action Items
    - a. Approve Public Works Contract with DKB Limited for Steve Gates Memorial Project (*John Mann, Page 45*)
    - b. Approve Disadvantaged Business Policy Agreement with the FAA (*Anne Medenbach, Page 81*)
    - c. Approve 2021 Marina Moorage Lease Rates and Marina Rules & Regulations (*Daryl Stafford, Page 119*)
    - d. Approve 2021 T-Hangar Lease Agreement and Lease Rates (*Daryl Stafford, Page 145*)
    - e. Approve Memorandum of Understanding with the Bridge Replacement Bi-State Working Group (*Kevin Greenwood, Page 157*)
  8. Commission Call
- 
9. Executive Session under ORS 192.660(2)(e) real estate negotiations.
  10. Possible Action
  11. Adjourn

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

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

*Port of Hood River Commission  
 Meeting Minutes of September 15, 2020, Regular Session  
 Marina Center Boardroom  
 5:00 p.m.*

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

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**5:00 p.m.  
 Regular Session**

**Present:** Commissioners John Everitt, Kristi Chapman, Hoby Streich, David Meriwether, and Ben Sheppard; Legal counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, and Daryl Stafford.

**Absent:** None.

**Media:** None.

**1. CALL TO ORDER:** President John Everitt called the regular session to order at 5:02 pm.

**a. Modification to agenda:**

- 1) Consent Item (a) not available for approval
- 2) Add new attachment of final Change Order with Tapani to Action Item (b)

**b. Public Comment:** None

**2. CONSENT AGENDA:**

- a. Approve Amendment No. 5 to Lease with Wyeast Labs in the Timber Incubator Building
- b. Approve Contract with Metro Access Controls, Inc. for Installation of Automatic Gates at the Airport Not to Exceed \$17,000
- c. Accept the FAA CARES Act Grant in the Amount of \$30,000, Authorize the Executive Director to Execute the Grant, and Ratify the Executive Director’s Signature on the Grant Agreement.
- d. Approve Accounts Payable to Jaques Sharp in the Amount of \$10,490

**Motion:** Move to Approve the Amended Consent Agenda

**Move:** Meriwether

**Second:** Chapman

**Discussion:** None

**Vote:** Unanimous

**3. INFORMATIONAL REPORTS**

- a. Bridge replacement project update.
- b. Big 7 re-roof project report.
- c. Connect VI and North Apron Rehabilitation project report.

**4. PRESENTATION AND DISCUSSION ITEMS**

- a. **Hood River Warming Shelter Services.** Michael McElwee introduced Sarah Kellems, Executive Director of Hood River Warming Shelter Services. Kellems briefly reviewed the agency's background, work scope, and protocols during COVID-19. Kellems reported that the current agency's site is too small to accommodate the program and meet Health and Safety guidelines. Kellems described the agency's adopted non-congregate model for this winter that would differ from the program's past model. Kellems noted a location had not been secured yet; however, the agency identified two potential areas on Port's property: the boat launch parking lot and the DMV parking lot. Kellem noted

their initial assessment shows that these two properties provide a central location for those needing access to their services and have the least impact on residents. Kellems noted that November-March is the program's operation time frame and sought approval for Port staff to work with the agency and review next steps. Commissioner Meriwether asked for data or other information regarding the potential of this site becoming an attraction for additional people to come to Hood River from other areas not providing such services. Kellems noted no advertising within the program, and the State encourages rural counties to provide support for their own-community members experiencing homelessness. Commissioner Everitt asked Kellems regarding the plans that addressed the program's capacity and details on the units or storage. McElwee sought information regarding families with children experiencing homelessness. Commissioner Chapman sought information regarding whether numbers have increased. Kellems noted the numbers have increased but not drastically. Commissioner Chapman pointed out she would not be supportive of siting the units on Port properties based on safety concerns and the Port's obligations to tenants and facilities users. Commissioner Meriwether noted the potential concerns but would not oppose that Port's staff move forward with the Hood River Warming Shelter to go over the plan. Commissioner Sheppard expressed concerns for public safety and encouraged the Hood River Warming Shelter to seek other locations without hesitation. Commissioner Streich expressed frustration that Port staff did not invite building and Marina tenants that would be in the proposed areas to attend the meeting, noting they should be invited to listen to Ms. Kellems's presentation and be given an opportunity to ask questions and voice their concerns or opinions on the proposal. Commissioner Everitt noted although a needed service, he did not believe the Port to be the appropriate agency or body to provide the service and felt the request was outside the Port's mission statement. Commission consensus not to support the Hood River Warming Shelter Services proposal and, therefore, to recommend they seek other potential sites. Commission consensus also that there is no need to notify the current tenants.

- b. **2020 Summer Intern Presentation: Wasco County Property Analysis.** McElwee introduced Port interns Jose Santillan and Beto Rojas, who worked together this summer to prepare an in-depth analysis of property owned by the Port in Wasco County. Santillan described the assignment's purpose to evaluate and document the property's historical, environmental, geographic, and habitat conditions and provide initial recommendations for use. Santillan noted the 66-acre parcel in Wasco County was acquired by the Port in 1959 for \$800. Santillan reported that GIS maps identified two zoning types on the parcel and provided a map image that showed the majority of the property in a GMA Open Zone, allowing site camps, picnic tables, or other recreational options. The majority of the property features talus and landslide. Rojas reported the site's vegetation and elevation. He highlighted the presence of Western poison ivy and Poison oak typical vegetation. Rojas said the most detected tree species on the parcel are Oregon White Oak on the southwest end of the property and the Douglas Fir in the central area. Rojas presented the following ideas for Port use of the property; solar panels, wind turbines, biking paths, and camping spots. All the Commissioners expressed Rojas and Santillan's excellent presentation and acknowledged not being aware of Port's ownership of the parcel.
- c. **Steve Gates Memorial Presentation.** Daryl Stafford introduced former Port Commissioner Jon Davies to present an update to the Steve Gates Memorial project. Davies noted a few challenges that arose in the design phase, including an awning that the group has agreed to do without. Davies provided images and highlighted that this new idea would fit the area a better cohesiveness. Davies highlighted Cindy Walbridge and Daryl Stafford's significant contribution to the project, Rob Dice and Aaron Gates

for their work on fundraising, and noted other formal appreciation acknowledgments would be made at a future event. Davies highlighted \$48,219 has been raised for the project thus far. Davies finally informed the next step is to work through the details and initiate building permits to go out for bids. Commissioner Sheppard offered thoughts to try and obtain bids from friends or local companies since this project was to honor Steve. Commissioner Chapman suggested posting the fundraising link to the Port's website.

- d. **All Electronic Tolling System Report.** Fred Kowell presented a detailed historical timeline review of the Breezeby system that highlighted cumulative costs and functionality. Kowell also provided previous report findings identifying potential Oregon bridges that could potentially benefit from the system. Kowell noted information planned for the Commission to decide whether to go out and put a business plan to market the BreezeBy system as a service to other local governments and transportation facility providers. McElwee expressed gratitude for the remarkable work done by Kowell.

- 2. **EXECUTIVE DIRECTOR REPORT.** Michael McElwee reported the wildfire smoke along with the COVID-19 conditions had presented challenges and affected the Port operations. McElwee also noted that based on numerous overnight vehicles that were identified by contract security services as refugees of fire evacuations, the Port is prepared if needed to provide support. McElwee reported the reroofing of the Big7 Building is complete. Airport Committee meeting was postponed due to smoke conditions. McElwee provided documentation to Commission for reference on Airport hangers. Lastly, McElwee reported a lift span testing is scheduled the following week that will require multiple closures.

- 3. **COMMISSIONER, COMMITTEE REPORTS.** Commissioner Meriwether reported the Urban Renewal Agency Board awarded a contract for the Heights Urban Renewal consulting to firm MIG. The Energy Council is working on the Pacific Power Mobility Grant Application. Commissioner Everitt reported the Bi-State Working Group working on the draft Memorandum of Understanding. McElwee highlighted the work of Kevin Greenwood, supported by Genevieve Scholl, regarding the successful BUILD grant. Greenwood suggested bringing forward a presentation on how funding will be used for the Bridge Replacement Project at a future meeting.

**4. ACTION ITEMS:**

- a. **Approve Contract with FORTH Mobility for CRUSE E-Car Sharing Pilot Project Station Installation on N. 1<sup>st</sup> Street.**

**Motion:** Approve Contract with FORTH Mobility for CRUSE E-Car Sharing Pilot Project Station Installation on N. 1<sup>st</sup> Street.

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

**b. Approve Change Order #5 with Tapani, Inc. for the Aviation Technology and Emergency Response Center Project at Ken Jernstedt Airfield not to exceed \$59,203.31**

**Motion:** Approve Change Order #5 with Tapani, Inc. for the Aviation Technology and Emergency Response Center Project at Ken Jernstedt Airfield not to exceed \$59,203.31.

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

**c. Approve Commissioner & Staff Committee Assignment for FY 2020-2021**

**Motion:** Approve Commissioner & Staff Committee Assignment for FY 2020-2021 with the recommended changes.

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

**d. Approve FY 2020-2021 Executive Director Work Plan**

**Motion:** Approve FY 2020-2021 Executive Director Work Plan.

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

**5. COMMISSION CALL:** None.

**6.**

**7. EXECUTIVE SESSION:**

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

**8. POSSIBLE ACTION:** None.

**9. ADJOURN 7:46 pm.**

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

The meeting adjourned at 7:46 pm.

Respectfully submitted,

\_\_\_\_\_  
Maria Diaz

**ATTEST:**

\_\_\_\_\_  
John Everitt, President

\_\_\_\_\_  
David Meriwether, Secretary

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# Commission Memo



Prepared by: Fred Kowell  
Date: October 20, 2020  
Re: Accounts Payable Requiring Commission Approval

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<b>Jaques Sharp</b>	<b>\$7,450.00</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$7,450.00</b>
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# JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

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

Page: 1  
October 06, 2020  
Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYMENT CONTRACT					
350.00	0.00	0.00	0.00	-350.00	\$0.00
MISCELLANEOUS MATTERS					
JJ					
925.00	525.00	0.00	0.00	-925.00	\$525.00
GRANT-Airport Improvements (FAA)					
0.00	500.00	0.00	0.00	0.00	\$500.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)					
3,780.00	0.00	0.00	0.00	-3,780.00	\$0.00
BRIDGE SOFTWARE (P Square Solutions)					
200.00	0.00	0.00	0.00	-200.00	\$0.00
LEASE (PFriem Brewing)					
75.00	0.00	0.00	0.00	-75.00	\$0.00
TOLLS IGA (Port of Cascade Locks)					
125.00	0.00	0.00	0.00	-125.00	\$0.00
ODOT IGA - I-84 BRIDGE REPLACEMENT					
0.00	450.00	0.00	0.00	0.00	\$450.00
PURCHASE	PROPERTY				
2,375.00	1,125.00	0.00	0.00	-2,375.00	\$1,125.00

HOOD RIVER, PORT OF

Account No: Oct

Previous Balance	Fees	Expenses	Advances	Payments	Balance
EXECUTIVE DIRECTOR EVALUATION					
180.00	0.00	0.00	0.00	-180.00	\$0.00
EXIT 62 PROPERTY (Four Feathers Farms, LLC)					
995.00	900.00	0.00	0.00	-995.00	\$900.00
EMPLOYEE MATTERS					
200.00	25.00	0.00	0.00	-200.00	\$25.00
ELECTRIC VEHICLE CHARGER AGREEMENT(Forth(non-profi					
260.00	595.00	0.00	0.00	-260.00	\$595.00
Charter Internet License (Marina Green)					
775.00	800.00	0.00	0.00	-775.00	\$800.00
TOLL COLLECTION IGA's					
0.00	580.00	0.00	0.00	0.00	\$580.00
CONCESSION PERMITS					
0.00	1,950.00	0.00	0.00	0.00	\$1,950.00
LEASE (Gorge Net)					
JJ					
250.00	0.00	0.00	0.00	-250.00	\$0.00
<u>10,490.00</u>	<u>7,450.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-10,490.00</u>	<u>\$7,450.00</u>

**THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 30th OF SEPTEMBER UNLESS OTHERWISE STATED**



## Hood River – White Salmon

## BRIDGE REPLACEMENT PROJECT

Project Director Report

October 20, 2020

The following summarizes Bridge Replacement Project activities from Oct 2-16, 2020:

### **FEIS/ROD CRITICAL PATH ACTIVITIES**

Separate memo in packet, along with November monthly update.

### **BI STATE WORKING GROUP UPDATE**

The Bi State Working (BSWG) has been meeting twice a month; the October 16th agenda is included in packet. The Memo of Understanding (MOU) has been making the rounds for approval at local board meetings. Focus is now shifting to creating a legislative strategy that includes developing one-page handouts discussing the need for a Bi-State Bridge Authority and additional appropriations to keep Phase 2 activities continuing. The Port's lobbying team will be developing a full strategy in the coming weeks. There has also been interest in re-convening a panel to discuss project delivery methods including public private partnerships (P3s). With the adoption of the MOUs and the generation of supporting materials for the legislative goals, Steve Siegel's contract has been completed. I will be recommending taking the remaining balance (~\$50k) and adding a new amendment (~\$150k) that would commission Siegel to begin developing the actual legislation for creating the bridge authority in time for the 2022 legislative sessions.

### **FALL PLANNING PREVIEW**

Staff is preparing for Fall Planning with proposed discussion on the following items:

- Phase 2 Contracts funded by both HB2017 and BUILD.
- Use of HB2017 and/or Feb. 2018 tolls as match to BUILD.
- Legislative Goals and Strategy for Bridge Replacement.

### **MEETING SCHEDULE**

- BSWG Meeting, Oct. 16
- WSP Weekly Check In, Oct. 19
- Hood River County MOU Consideration, Oct. 19
- Thorn Run Check In, Oct. 20
- Klickitat County MOU Consideration, Oct. 20
- City of Bingen MOU Consideration, Oct. 20
- City of White Salmon MOU Consideration, Oct. 21
- NEPA Coordination Meeting, Oct. 22

- Cultural Resource Meeting, Oct. 23
- WSP Weekly Check In, Oct. 26
- Sen. Thomsen Meeting, Oct. 28
- OneGorge Meeting, Oct. 28
- WSP Weekly Check In, November 2
- Thorn Run Check In, Nov. 3



## MEMO

**TO:** Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River  
**FROM:** Angela Findley, WSP  
**SUBJECT:** Status of Critical Path Activities and Projected Work through Nov 15  
**DATE:** October 6, 2020

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## CRITICAL PATH ACTIVITIES

Progress and challenges to completing critical path activities are described below.

### 1. AGENCY/TRIBE INVITATION LETTERS – COMPLETE

### 2. AGENCY/TRIBE REVIEW OF METHODOLOGY MEMORANDA – COMPLETE

### 3. ENDANGERED SPECIES ACT (ESA) COMPLIANCE

#### PROGRESS:

- Final Biological Assessment was submitted to Port or ODOT on September 10, which was then formally submitted to FHWA on Sept 11.

#### CHALLENGES:

- None.

#### SCHEDULE RISKS:

- **Moderate risk** associated with NMFS and USFWS to completing consultation on schedule.

#### SCHEDULED COMPLETION DATE: ~~4/5/2021 (APRIL 2020 MEMO)~~; **1/12/2021 (MAY 2020 MEMO)**

- No change to completion date from May 2020 memo.
- Successor task: Final EIS (final review draft)



#### 4. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

##### PROGRESS:

- Determinations of eligibility and findings of effect were finalized by Sept 11.
- Historic Resources Technical Report (draft) was sent to Port and ODOT on Sept 11.
- Updates to the Cultural Resources methodology memo, baseline scan, and archaeological survey reports were completed and submitted to ODOT on Sept 11; 30-day review period ends Oct 10, although next business day is Oct 13.
- A revised schedule is underway to coordinate the Programmatic Agreement (PA) and mitigation plan for the adverse effects to the bridge with the Oregon SHPO, Washington State DAHP, tribes and Section 106 consulting parties. Discussions and meetings are expected to begin in Oct.

##### CHALLENGES:

- Consulting individually and collectively with four Tribes with treaty fishing rights on the Columbia River to discuss potential impacts to the White Salmon Treaty Access Fishing Site and treaty fishing rights is requiring more time than anticipated. ODOT has contacted all four treaty tribes and has met with (Umatilla) or will schedule (Yakama, Warm Springs and Nez Perce) individual meetings. This effort has slowed down as a result of COVID-19; ODOT is reaching out to tribes to determine if tribes will hold meetings via video-conference (e.g., Zoom). The Port is identifying opportunities to engage tribal fishers via web-meeting.

##### SCHEDULE RISKS:

- **High risk:** Obtaining responses from the tribes and scheduling meetings has also delayed the schedule. Past delay and any continued delay have a high risk of further delaying the SDEIS production schedule.

SCHEDULED COMPLETION DATE: ~~4/16/2021 (APRIL 2020 MEMO); 5/17/2021 (MAY 2020 MEMO); 5/4/2021 (JUNE 2020 MEMO); 3/3/2021 (JULY 2020 MEMO); 5/27/2021 (AUGUST MEMO); 6/18/21 (SEPT MEMO); 6/2/21 (OCT MEMO)~~

- Adjustment made to schedule to advance the revised testing plan. This adjustment regained two weeks on the schedule to complete Section 106 activities to early-June 2021.
- Successor task: Final EIS (final review draft)

#### 5. SUPPLEMENTAL DRAFT EIS PUBLICATION DATE

##### PROGRESS:

- Received comments from FHWA legal sufficiency and cooperating agencies by Sept 25. Team is moving into final revisions to the SDEIS.
- Tribal consultation has restarted; however, tribal governments continue to focus on COVID-19 issues and September wildfires.
- Three tribes are conducting ethnographic studies that will inform the cultural resources analysis and will be incorporated into the SDEIS. Draft results received from all tribes. Expect final results when tribal councils/committees are able to approve, which is dependent on tribes' resumption of activities after COVID risks are lowered.

##### CHALLENGES:

See challenges identified in Milestone 4.





#### SCHEDULE RISKS:

- **Moderate risk:** SDEIS continues to meet delivery date. Obtaining approval on FHWA review comments will dictate final publication date.

#### SCHEDULED COMPLETION DATE: **11/13/2020**

- No change to completion date from April 2020 memo.
- Successor tasks: Public Review Period, Final EIS Footprint Set, and Final EIS/Record of Decision

### **6. CONFIRM NAVIGATION CLEARANCE – COMPLETE**

### **7. FINAL EIS FOOTPRINT SET**

Not started, successor task to the SDEIS publication.

#### SCHEDULED COMPLETION DATE: **1/28/2021**

- No change to completion date from April 2020 memo.
- Successor tasks: Final EIS/Record of Decision

### **8. PUBLISH FINAL EIS/RECORD OF DECISION**

Not started, successor to SDEIS publication and FEIS footprint set.

#### SCHEDULED COMPLETION DATE: **7/22/2021**

- No change to completion date from April 2020 memo.
- Successor tasks: Close out EIS project



## PROJECTED WORK FOR NEXT 30 DAYS

The following work is projected to occur from October 15 through November 15.

### TASK 1. PROJECT MANAGEMENT

- Coordination with Port, Consultant Team and other agencies
- Invoice for September activities
- Update schedule and critical path status

### TASK 2. PUBLIC INVOLVEMENT

- Advance preparations for the SDEIS public hearing/community meeting
- Prepare monthly update for December issue.

### TASK 5. ENVIRONMENTAL

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, cultural resources, tribal coordination and all other facets of NEPA compliance
- Address FHWA comments on the revised Historic Resources Technical Report; prepare and submit revised report to the Oregon SHPO and Washington State DAHP on October 22.
- Address Oregon SHPO, Washington State DAHP, and tribes' comments on the draft Archaeological Survey Report; prepare and submit revised report for FHWA review.
- Delineate impacts to Port property to support Port's approval of the Section 4(f) *de minimis* finding on the Marina and the temporary occupancy of Waterfront Trail.
- Address FHWA and cooperating agency review of Administrative Draft #3 Supplemental Draft EIS; prepare the signature copy Supplemental Draft EIS; update and reconcile technical reports with signature copy SDEIS; publish the SDEIS in mid-November.

### TASK 6. ENGINEERING

- Support the Supplemental Draft EIS production by addressing Requests for Information regarding design.

### TASK 7. TRANSPORTATION (TASK COMPLETE)

### TASK 8. PERMIT ASSISTANCE

- Received permit from US Army Corps of Engineers for permit for in-water work associated with geotechnical exploration; renegotiating timing of work to occur outside the in-water work windows.



# EIS UPDATE

## BRIDGE REPLACEMENT PROJECT

NOVEMBER 2020

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

### What's new on the project?

- The final revisions are underway on the Supplemental Draft EIS to address comments by the Federal Highway Administration (FHWA) and the Project's cooperating agencies. The Supplemental Draft EIS is expected to be released for public review in mid-November. Separate notifications will be broadcast by the Port to announce its availability for public review.
- Designing an online community meeting/public hearing to coincide with the Supplemental Draft EIS publication. Please check the [project website](#) for more details on the online meeting and opportunities to submit comments.
- Initiated Endangered Species Act consultation with the National Marine Fisheries Service (NMFS) and U.S. Fish and Wildlife Service (USFWS).
- Prepared the draft Cultural Resources Survey Report for review by the Oregon State Historic Preservation Office (SHPO), Washington State Department of Archaeology and Historic Preservation (DAHP), and Native American tribes.

### What are the next steps?

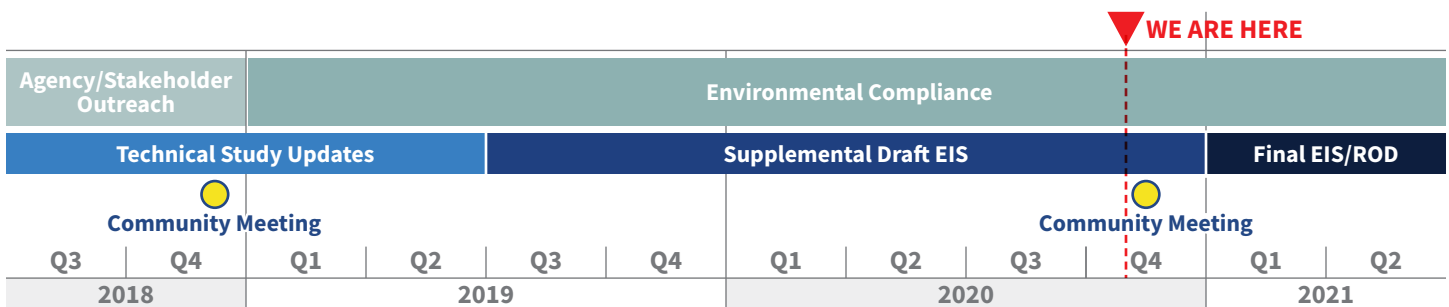
- Publish the Supplemental Draft EIS and begin 45-day public comment period.
- Announce details of the online community meeting/public hearing and multiple options for submitting comments on the Supplemental Draft EIS.
- Address any questions or requests for information from NMFS and USFWS during their review of the biological assessment.
- Address any comments from the Oregon SHPO, Washington State DAHP, and Native American tribes on the Cultural Resources Survey Report and complete follow-up cultural resources fieldwork.
- Initiate discussions with the Oregon SHPO, Washington State DAHP, and other parties and tribes to identify potential mitigation measures for removal of the existing bridge.
- Consult with Native American tribes on cultural resources, access to the Columbia River, fishing activities, treaty rights, and other identified interests.



### How would bridge replacement benefit the Columbia River Gorge communities?

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

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



To learn more about the project, please visit us at:  
[www.portofhoodriver.com/bridge](http://www.portofhoodriver.com/bridge)

### PROJECT CONTACT

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

**DRAFT AGENDA**

Bi-State Bridge Replacement Working Group Video Meeting

October 16, 2020 / 1:00-2:00

Video Conference Zoom Credentials Sent via Email

Members: Betty Barnes (Mayor), City of Bingen; John Everitt (President), Port of Hood River; Marla Keethler (Mayor), City of White Salmon; Kate McBride (Mayor), City of Hood River; Rich McBride (Commissioner), Hood River County; David Sauter (Commissioner), Klickitat County; Kristi Chapman (Commissioner), Port of Hood River - *alternate*.

Staff: Kevin Greenwood (Project Director), Port of Hood River; Michael McElwee (Executive Director), Port of Hood River

- |    |                                   |      |
|----|-----------------------------------|------|
| 1. | Welcome                           | 1:00 |
| 2. | Legislative Goals                 | 1:05 |
| 3. | Project Delivery (P3) Discussion  | 1:30 |
| 4. | Other Items                       | 1:50 |
| 5. | Next Meeting. Fri. Nov. 13 at 1pm | 1:59 |
| 6. | Adjournment                       | 2:00 |

-###-

# Commission Memo



Prepared by: Daryl Stafford  
Date: October 20, 2020  
Re: Annual Waterfront Report

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The attached 2020 Waterfront Annual Report provides a summary of the usage, capital improvements, and events that occurred on Port-owned areas of the waterfront this past season. Also included are revenue and expense reports featuring Event Site parking receipts and recreation revenue and expenditures.

This year's report is more brief than previous years, since the COVID-19 pandemic and wildfire emergencies prompted much discussion of waterfront recreation issues at every meeting throughout the summer. Staff will be present at the meeting to answer any Commission questions.

**RECOMMENDATION:** Information and Discussion.

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# Port of Hood River Waterfront Report

## October 2020

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*Prepared by Daryl Stafford, Waterfront Manager*

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### **The following is a summary of waterfront activity for the summer of 2020.**

The purpose of this report is to provide a review of the season for the Commission with information regarding activity on Port Waterfront properties.

This year has been like no other. The Covid-19 pandemic changed the course of action for Port staff, locals and visitors utilizing the Waterfront. If there was one word to describe this summer, it would be “BUSY.” Our challenges to balance our area’s wonderful recreational amenities for our visitors and residents, help support local businesses, and ensure compliance with the Governor’s Executive Orders and health authority guidelines for social distancing, sanitation, and other measures to help curb the spread of the virus were numerous.

In order to keep the waterfront open, staff took decisive measures to limit crowding in areas where people tend to congregate, specifically the Event Site, Frog Beach, and the Nichols Basin Dock. The goal was to encourage people to use other areas of the waterfront that were usually less crowded, and we believe we were successful.

We recognize that the recreational waterfront is a catalyst for our regional economy and the lifeline for many members of our community. Our location is convenient for a large number of people due our proximity relative to the Portland metro area. This proximity, along with the current travel restrictions worldwide, resulted in record number of visitors to the Hood River waterfront. We found that many of the people utilizing the waterfront were here not necessarily to recreate but to spectate, so much that they are becoming our largest user group.

Port waterfront recreation expenses exceeded revenues, with the Port spending \$443,579 to fund waterfront recreation sites for FY 2019-20. Some categories were significantly affected by the actions taken in response to the pandemic. The most important of these were:

- All large events were cancelled
- Event Site parking lot restricted to passholders only on weekends in late summer
- Limited number of spaces available in the Event Site by coning off south parallel parking
- Limited Pay to Park spaces on 1<sup>st</sup> Street by coning off the east side
- Lot 1 closed for overflow parking
- Picnic Shelter closed for the season
- Cruise Ship visits suspended
- Increased expenses for signage
- Restrooms closed and port-a-potties were brought in
- Concessions started late and had prorated rent, and some did not open at all
- No charge for parking at the Event Site during the wildfire evacuation



The good news is that people were still able to utilize the Waterfront, and that we did not have to close it due to Covid. Every location experienced record use. The waterfront continued to face some of the same challenges of the past, along with a few additional:

- Increased demand by various user groups utilizing the Event Site
- Dogs off leash and owners not picking up after them
- Congestion between beach goers and kites
- Parking lots were full

## Waterfront Capital Projects

There were several capital projects this year, some have been completed and some are still underway. The following provides an update as of October 1, 2020:

1. Event Site Cruise Ship Dock Repair
  - a. In Fall of 2019, staff detected rotted support beams on the north end of the dock.



- b. In January 2020, Coffman Engineering completed the evaluation and specs for repairs.
      - c. Due to Covid, the construction was delayed, and unable to take place before the concessions summer season started.
      - d. Tentative Plans are to have the work done in November 2020.
2. Nichols Basin boat dock ramp replacement
  - a. In Fall 2019 the Commission approved a new ramp.
  - b. Installation was completed April 2020.
3. Steve Gates Memorial Project at Frog Beach
  - a. In Fall 2019 local group gained Commission approval to construct a gathering area at Frog Beach to honor long time local and watersports pioneer Steve Gates.
  - b. December 2019, Mike Zilis from Walker Macy Landscape Architects was hired to guide group through the process for design.
  - c. September 2020, Commission approved final designs to submit to the city for a building permit.
  - d. Construction is scheduled to start November 2020, with landscaping to follow (weather permitting).
  - e. Project completion date is March 2021
4. Cruise Ship Bollard Installation on the Marina Jetty
  - a. In Fall 2019 American Cruise Lines approached staff requesting an improved tie-up system for their large ships on the outside of the Marina Basin along the Jetty, to be provided at their expense.
  - b. January 2020, Commission approved installation. Due to Covid and the state of the Cruise Ship industry the project was delayed.
  - c. Early October 2020, Beam Excavation installed the bollards and the project was completed.
5. Marina Boat Ramp & Jetty Repairs
  - a. August 2020, staff met on site with Andrew Jansky, an engineer from Flowing Solutions, to perform an evaluation of the work needed to repair both locations.
  - b. Eric from Terra Surveying has provided Mr. Jansky with the needed surveys.
  - c. The evaluations are expected to be ready November 2020.
6. Marina Dock Repairs
  - a. Commission-approved repairs to the South Basin Dock and Marina were scheduled to take place March 2020, however due to Covid, those were not able happen before the busy season. Budget allocation was rolled into FY 2020/21 and repairs are tentatively scheduled for November 2020.
  - b. August 2020 the guest transient dock was in need of emergency repair due to failing connections and rotted boards. Tim Clackum, professional diver, completed the repairs.



## Events and Picnic Shelter

All large events and picnic shelter reservations were cancelled for 2020, so there was no revenue. Last year, revenue from the shelter was \$1700 and from events was \$39,130.

## Waterfront Concessions

With the onset of Covid in March, concessionaire's decisions of whether to open were exceptionally challenging. No one could forecast how things would play out. Most waited until the end of June to open and a few opted out for the season. We did not penalize them for their decisions and prorated their rent. Luckily, the wildfire smoke in September did not happen early in the season, and only affected the last 2 weeks, shutting them down sooner than expected.

Watersport Associations - The Hood River Outrigger Canoe Club (HROCC) and the CGW2 Gorge Groms programs were cancelled for this summer due to social distancing challenges.

All Concessions that decided to open reported a busy summer, many having record days. They were able to rise to the challenges presented to them and do a great job staying in line with the Governors Orders for recreational entities.

Waterfront Concessions with property leases timed out on October 1, 2020 and needed to reapply for new leases. Port Staff reviewed all applications and then made their recommendations to the Commission. The Commission approved the selection and the new lease templates at the last meeting. The new leases will be issued November 2020.

2020 Concessions May 1- October 1		
Concessions	2019 Amount	2020 Amount
Big Winds	\$5,270.36	\$0.00
Brian's	\$5,270.36	\$2,635.18
Cascade Kiteboarding	\$3,515.53	\$1,757.77
Downwinder	\$900.00	\$450.00
Gorge Groms CGW2	\$0.00	\$0.00
Gorge Jr. Sailing	\$0.00	\$0.00
Gorge Kiteboard School	\$3,513.35	\$1,756.68
Gorge Paddle Center	\$2,635.15	\$1,317.58
Gorge Pedicab	\$100.00	\$50.00
Hood River SUP & Kayak	\$2,635.13	\$1,317.57
Kite the Gorge	\$2,635.15	\$1,317.58
New Wind	\$3,513.53	\$1,756.77
Sandbar Café	\$1,125.00	\$0.00
Stawicki Photography	\$1,000.00	\$0.00
Stoke on the Water	\$100.00	\$50.00
<b>TOTAL</b>	<b>\$32,213.56</b>	<b>\$12,409.10</b>

## Event Site Parking

Due to Covid our parking plan was greatly altered for this summer. Day passes were not sold on weekends and parking in the Event Site Lot was for pass holders only. Our long time Event Site hosts John and Sharon Chow were unable to join us this year due to travel restrictions at the border. Our part time temp host, Doug Newcomb, did a great job filling in during their absence.



### Event Site Parking Stats from January 1<sup>st</sup>- Labor Day:

Year	Daily Passes	PreSeason	Annual Pass	Revenue	% Change
<b>2020</b>	<b>4682</b>	<b>314</b>	<b>691</b>	<b>\$157,274</b>	<b>-2%</b>
2019	6312	552	409	\$ 159,709.00	14%
2018	5479	603	478	\$ 139,747.00	45%
2017	5197	316	298	\$ 96,222.00	-1%
2016	5410	258	530	\$ 96,812.00	-16%
2015	6203	229	615	\$ 114,128.00	53%



## Marina

Demand for moorage continues like years of the past. We have 173 slips and 11 boathouses and are at 100% occupancy. The current waitlist is about 50 people. The demand is greatest for 30' and under length boats. The split this year was 70% power/30% sailboats.

Guest Dock- Transient moorage was slow early in the season however July and August were busy. It was not a great year for small boats due to having one of the windiest summers on record. Travel bans for crossing the border brought several larger boats to the area that would normally headed North to Canada. It has been an excellent year for the fisherman, and they have been putting the boat ramp to good use.

Cruise Ships- All stops were cancelled for this season, therefore the only revenue was the \$6000 flat fee that ACL paid in March for infrastructure maintenance. Last year revenue from their visits totaled \$12,450.

Hood River Yacht Club- The HRYC sponsors the High School Sailing team. Unfortunately this year they were not able to practice or compete due to social distancing requirements. The Yacht Club continues to rent 3 large floats on the South Basin Dock where they store club sailboats and also rent a few spots to members. The local Wednesday night races continued along with a few of the Friday Night Family races, albeit much lower attendance than the past.

Gorge Jr. Sailing- The Port donates 3 large spaces on the South Basin Dock for the non-profit kids sailing program. They allow the High School Sailing team use their boats February – May. This year was quiet due to being able to run groups of people. They did small family unit lessons and womens clinics, keeping the spirit alive and planning to be back next summer running full speed.

Water Safety Patrol- The Port continued in an IGA with the HR County Sheriff Department to waive the fees for the Marine Sheriff's Boathouse and to pay \$5,200 to support patrol services along the Port's waterfront. The Port also agreed to pay for the Marine vessels fuel from June 15- September 15. The total fuel bill for 2020 was \$685. Due to budget cuts the Sheriff's office only had 1 deputy, Adam VandenBos, available for patrol. He combined efforts with Washington Fish and Wildlife Conservation

Officers and the Wasco County Marina Deputy utilizing the HR County vessel. When not accompanied by other officers, Deputy Vandebos spent most of his time onshore being seen, particularly at the boat ramp, educating boaters not in compliance before they went out. With 44 hours boat patrol, 33 motorized boater contacts were made and 36 non-motorized contacts.

Software- Our current system is antiquated and lacking support. Port staff recommended purchasing a new program, Marina Controller, to the Commission and it was approved early October 2020.

**FY 2019-20 Marina revenues exceeded expenses by \$31,668.**

EXPENDITURES	ACTUAL
<b>Marina</b>	
Personnel Services	\$142,593
Materials and Services	86,983
Interest Expense	25,876
Depreciation Expense	78,759
Total	<b>\$334,211</b>
<b>CIP Projects Not Included in formula</b>	
<b>REVENUE</b>	
Marina	\$361,486
Grants	7,000
Total	<b>365,879</b>

Fiscal Year 2019-2020 Statement of Expense and Revenues	ACTUAL
<b>Event Site Expenses</b>	
Personnel Services	\$97,239
Materials and Services	\$54,840
Total	<b>\$152,079</b>
<b>Hook, Spit and Nichols Expenses</b>	
Personnel Services	\$45,518
Materials and Services	\$46,184
Total	<b>\$91,702</b>
<b>Marina Park Expenses</b>	
Personnel Services	\$149,177
Materials and Services	\$51,594
Total	<b>\$200,771</b>
<b>Total Waterfront Recreation Expenses</b>	
	<b>\$444,552</b>
<b>CIP Projects Not Included in formula</b>	
	\$50,197
<b>REVENUE- Events, Parking Passes, Parking Fees, Concessions, HR Yacht Club</b>	\$311,303
<b>Total Waterfront Recreation Revenue</b>	
	<b>2020 Expenses Exceeding Revenue</b>
	<b>- \$133,249</b>
	<b>2019 Expenses Exceeding Revenue</b>
	<b>- \$145,596</b>
	<b>2018 Expenses Exceeding Revenue</b>
	<b>- \$167,306</b>

2017 Expenses Exceeding Revenue	-258,875
2016 Expenses Exceeding Revenue	-\$373,721

FY= 7/1/2019 through 6/31/2020	FY 2017-18	FY 2018-19	FY 2019-20
<b>Event Site- Expenditures</b>			
Personnel Services	\$80,021	\$102,936	\$97,239
Materials and Services	\$46,650	\$58,188	\$54,840
Total	\$126,671	\$161,124	\$152,079
Revenue- Events, Parking, Concessions, Misc.	\$179,211	\$274,073	\$289,062
Total	\$52,540	\$112,949	\$136,983
<b>Hook, Spit and Nichols- Expenditures</b>			
Personnel Services	\$42,144	\$42,817	\$45,518
Materials and Services	\$35,249	\$30,335	\$46,184
Total	\$77,393	\$73,152	\$91,702
Revenue- Events, Concessions, Misc.	\$12,782	\$11,092	\$4,981
Total	(\$64,611)	(\$62,060)	(\$86,721)
<b>Marina Park- Expenditures</b>			
Personnel Services	\$141,524	\$153,425	\$149,177
Materials and Services	\$34,167	\$62,318	\$51,594
Total	\$175,691	\$215,743	\$200,771
Revenue- Picnic Shelter, Events, Concessions, Misc.	\$20,455	\$19,258	\$17,260
Total	(\$155,236)	(\$196,485)	(\$183,511)
<b>Total Waterfront Recreation EXPENDITURES</b>	\$379,755	\$450,019	\$444,552
<b>Total Waterfront REVENUE (includes street parking)</b>	\$212,449	\$304,423	\$311,303
<b>Total</b>	<b>(\$167,306)</b>	<b>(\$145,596)</b>	<b>(\$133,249)</b>

Please Note: FY 2018, 2019 and 2020 include street parking revenues.

# Commission Memo



Prepared by: Michael McElwee  
Date: October 20, 2020  
Re: Enterprise Zone Update

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Mid-Columbia Economic Development District (MCEDD) Director Jessica Metta will attend the meeting to provide an update to the area’s Enterprise Zone designations.

**RECOMMENDATION:** Information.

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## Memorandum

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

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### **Background**

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

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

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

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

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

### **Enterprise Zone Process**

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

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

**Standard (3 years):**

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

**Extended (Additional 1 or 2 years to Standard):**

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

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

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

**Impacts to Date**

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

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

**Future of the Enterprise Zone**

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

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

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

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

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

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

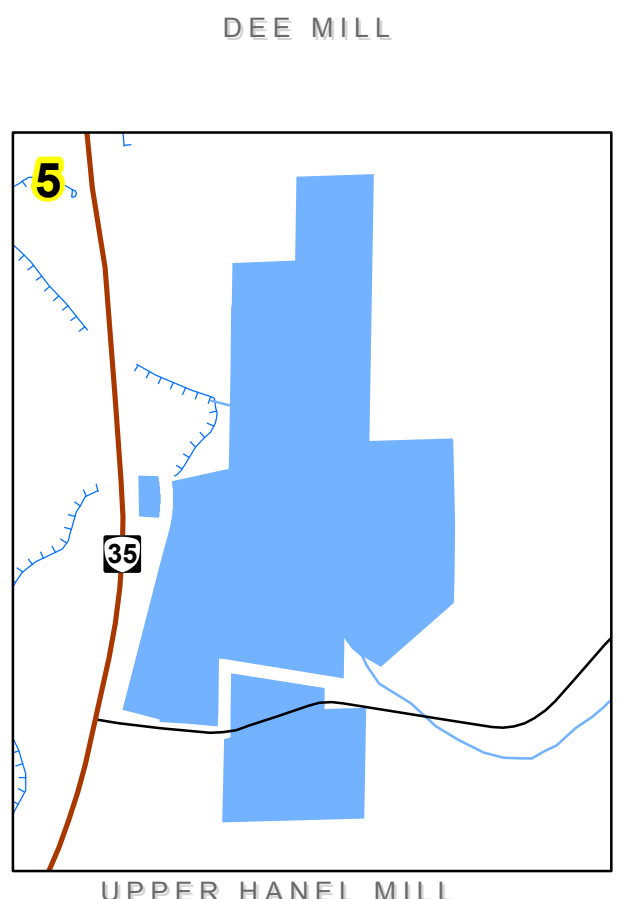
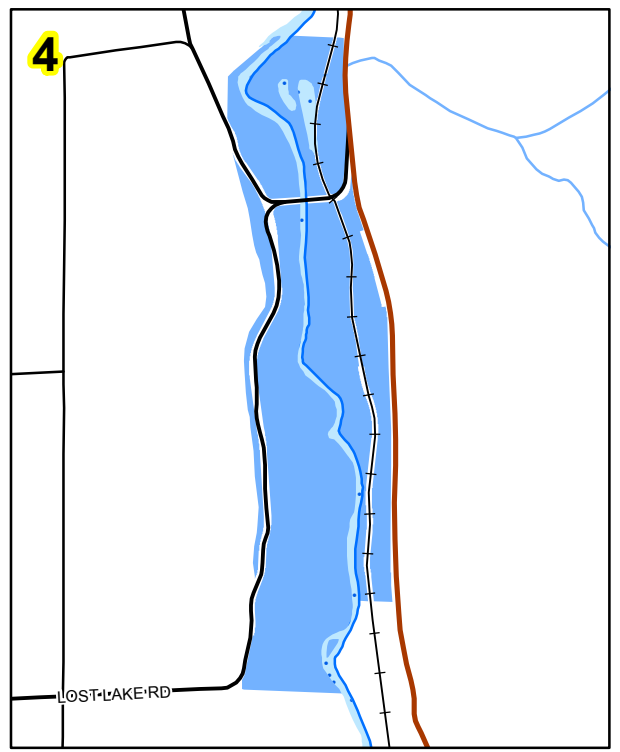
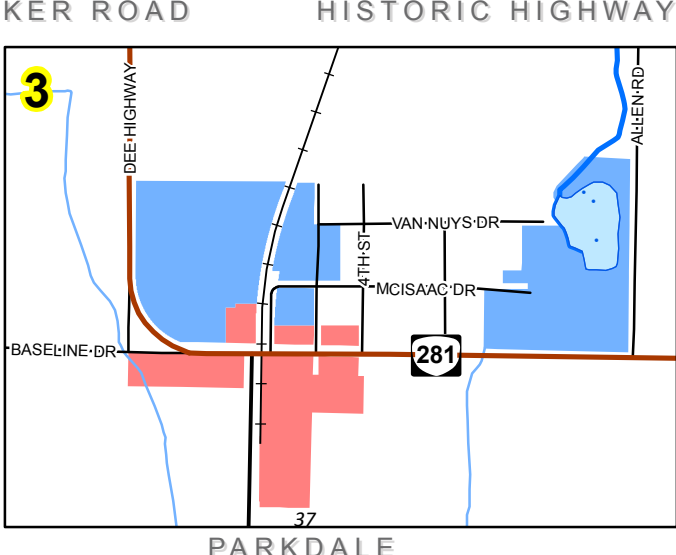
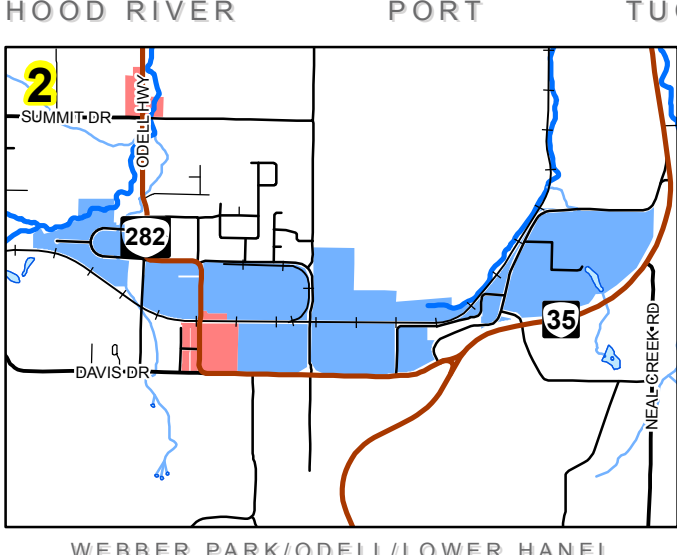
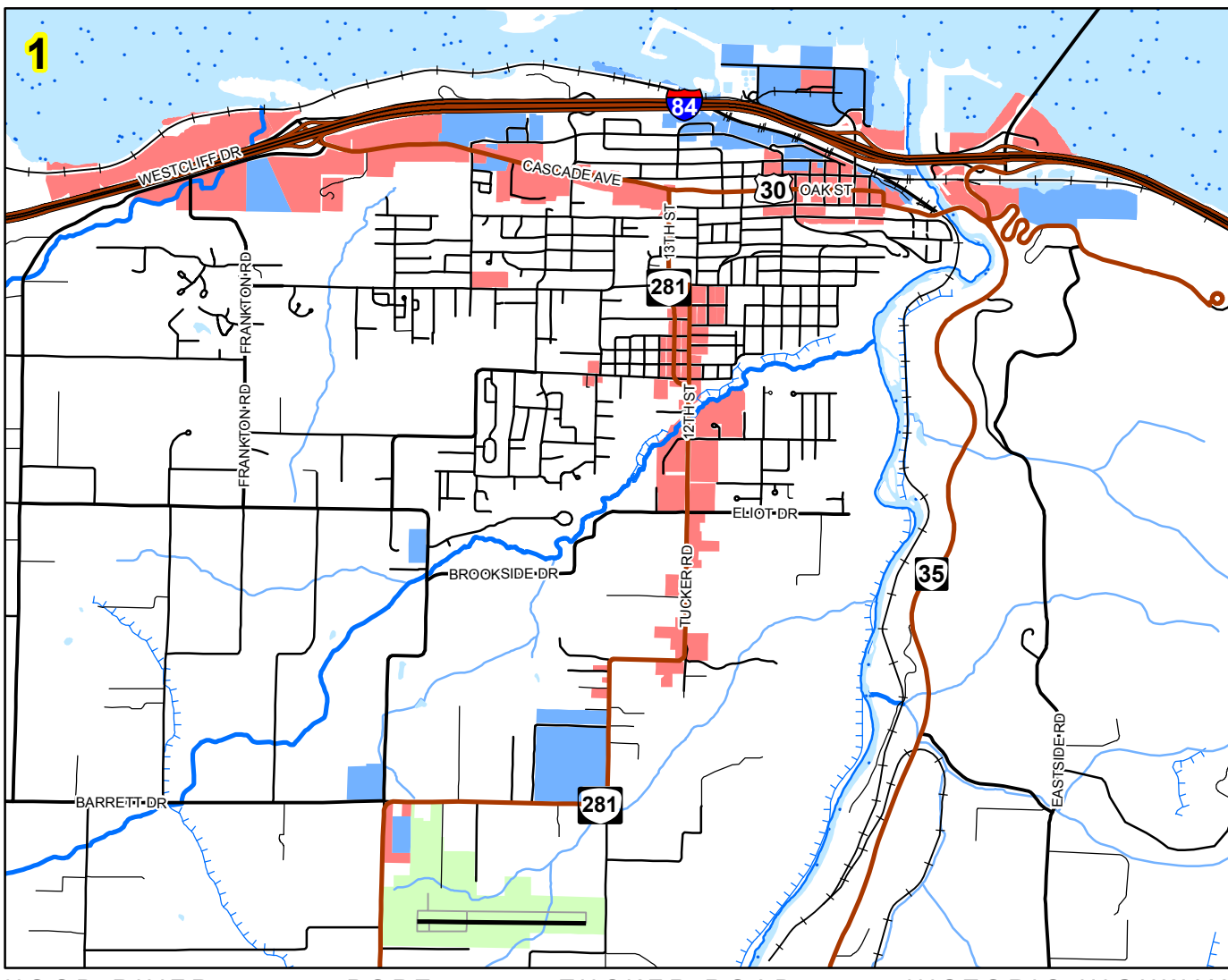
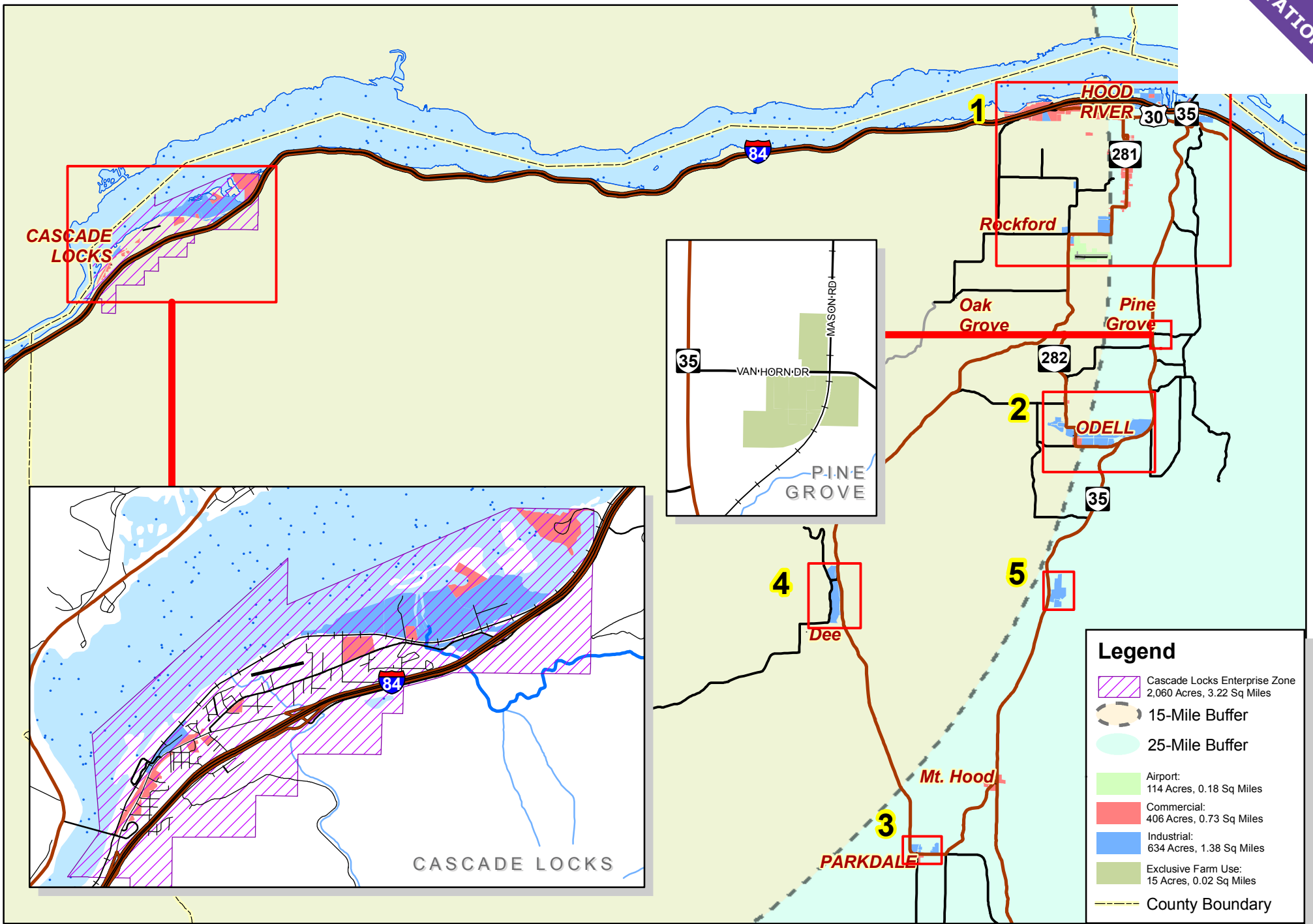
### **Request**

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

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# CASCADE LOCKS-HOOD RIVER ENTERPRISE ZONE

PRESENTATIONS



HOOD RIVER      PORT      TUCKER ROAD      HISTORIC HIGHWAY

WEBBER PARK/ODELL/LOWER HANEL

PARKDALE

UPPER HANEL MILL

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**Administrative**

- The proposed agenda for the Fall Planning Meeting is attached. Staff is seeking Commission approval so that final preparations can be made. Per Commission direction, the meeting will be on November 10 starting at 1:00 and conducted via Zoom.
- The FY 19/20 annual audit is underway.
- The Hood River City Council and Hood River County Board of Commissioners held a joint meeting on October 13, 2020 for a briefing on the Energy Council's efforts to increase energy resilience in Hood River County and updates from Hood River County Emergency Manager and Pacific Power on fire response.
- ODOT requested a letter of support for a *Nationally Significant Federal Lands and Tribal Project Program* grant application to complete the Historic Columbia River Highway State Trail. Given the deadline of October 16 and the presumed Commission support I submitted the attached letter.
- Staff has arranged two meetings to brief our local State elected officials on Port activities. Zoom meetings are set with Rep. Anna Williams on November 9 and Senator Thomsen on October 28.

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**Recreation/Marina**

- The domestic water system to the Marina and the pump-out station were shut down on October 15.
- American Cruise Lines has completed installation of the tie-off bollards on the outside of Marina Jetty. The work was conducted by local contractor Beam Construction and went very well.
- Facilities staff has completed placement of boulders to replace the chain link fence along the east edge of Marina Green. There is a significant visual improvement with this change.
- The Event Site Host departed on October 18, so the lot will be vacant.

**Development/Property**

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- There is still uncertainty related to the storm line connection from the Halyard Building site to the new storm line that is being constructed on 8<sup>th</sup> Street by a City of Hood River

contractor. It appears now that a new connection may be required, but we have not received any specific proposal from the City.

- The Big 7 Building seismic upgrades are now complete. The Contractor and Scott Sorensen Construction did a great job with an awkward project.

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### **Airport**

- The concrete pad for the fuel tank approved by the Commission as part of the Connect VI project is scheduled for installation on October 25. Seeding was completed the week of October 5<sup>th</sup>.
- Preparation of a COAR grant application for funds to acquire and install the Av gas tank is underway and due October 23<sup>rd</sup>.
- Staff completed a land lease rate study of 23 Northwest GA airports in order to determine rates for potential land leases for box hangar construction.

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### **Bridge/Transportation**

- Staff conducted a maintenance bridge lift on October 9 to lubricate the ropes and trunnion bearings.



**Agenda**  
**2020 Fall Planning Work Session**  
November 10, 2020 – 1:00 – 5:00 P.M.  
Via Remote Video Conference and Marina Center Boardroom

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- I. Overview/Objectives** 5 min. *John Everitt*
- II. Financial Overview** 15 min. *Fred Kowell*
- Handout: 10-year Financial Model Summary
  - Highlight: COVID Impacts
- III. Discussion Topics**
- A. 2021-26 Strategic Business Plan** 60 min. *Genevieve/Michael*  
*Goal: Re-start the SBP preparation process, review progress status prior to delay, determine scope of additional public outreach and discuss preliminary list of key strategies.*
- **Discussion Focus:**
    - Situation Assessment Review
    - Key Assumptions Review
    - Second Public Outreach Scope
- B. Hood River Bridge Replacement** 60 min. *Kevin/Michael*  
*Goal: Discuss and finalize key advocacy actions, roles and responsibilities for bridge replacement legislative authority and funding.*
- **Discussion Focus:**
    - Phase 2 Contracts funded by both HB2017 and BUILD.
    - Use of HB2017 and/or Feb. 2018 tolls as match to BUILD.
    - Legislative Goals and Strategy for Bridge Replacement.
- C. Real Estate Development Strategy** 60 min. *Anne/Michael*  
*Goal: Review funding availability and finalize priority projects, objectives, and primary next steps for advancing real estate development projects.*
- **Discussion Focus:** Development project action list
- D. Airport Noise Abatement** 30 min. *Anne/Michael*  
*Goal: Consider Airport Noise Committee recommendations for operational changes at the airport and discuss enforcement capabilities.*
- **Discussion Focus:** Noise reduction priority projects
- IV. Other Issues – open discussion time permitting.**
- Ordinance 24 modifications
  - Staff succession planning
  - Toll System
  -

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Port of  
Hood River

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October 10, 2020

The Honorable Elaine Chao  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, D.C. 20590

***Re: Nationally Significant Federal Lands and Tribal Project Program- Historic Columbia River Highway State Trail.***

Dear Secretary Chao:

The Port of Hood River strongly supports the Oregon Department of Transportation's request for funding to construct the remaining segment of the Historic Columbia River Highway State Trail.

This multi-modal trail provides a vital connection to communities like Hood River and many of those through the Columbia River Gorge, a National Scenic Area. We appreciate the dedication and years of hard work that ODOT and other local and regional partners have provided to restoring the highway and trail. This work honors the historical, recreation, and economic significance of this local, regional and national asset.

Your approval of this critical funding request will achieve the vision intended for this trail— restoration of a vital transportation link the length of the Gorge and to places along the Historic Columbia River Highway, including Hood River. We look forward to engaging with ODOT and other partners in this process to ensure the success of the project and the vitality of the trail for years to come.

Sincerely,

Michael S. McElwee, Executive Director  
Port of Hood River  
1000 E Port Marina Dr.  
Hood River, OR 97031  
(541) 386-1138

cc: Port of Hood River Commissioners

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# Commission Memo



Prepared by: John Mann  
Date: October 20, 2020  
Re: Gates Memorial Project

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The Port has been working with a local group of volunteers working to create a memorial for the late Steve Gates at the Nichols Basin beach area. The group has worked through design along with the Port to bring the project together. Staff solicited quotes for construction on September 29 with a quote deadline of October 13 using the drawings and specifications the volunteers put together for the work. Two quotes were received:

- Crestline Construction - \$45,000.00
- DKB Limited - \$31,000.00.

Staff reviewed the quotes to determine the best option and contractor qualifications for the project. DKB was determined to be the lowest qualified quote. Please find the contract, drawings and specifications attached.

Although the Port will execute the construction contract and pay the contractor, all project expenditures will be reimbursed by the volunteer group leading the project. The group has raised approximately \$48,000 thus far.

**RECOMMENDATION:** Approve contract with DKB Limited for construction of the Steve Gates Memorial project not to exceed \$31,000.00.

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**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT**  
between  
**PORT OF HOOD RIVER, OREGON**  
and  
**DKB Limited**

**THIS CONTRACT SHALL BE BINDING ON THE PORT  
ONLY IF IT IS SIGNED BY THE AUTHORIZED DESIGNEE**

This Small Construction Contract ("Contract") is made by and between Port of Hood River, Oregon ("Port ") and DKB Limited ("Contractor"). The parties agree as follows:

**Project Title: Gates Memorial Landscape and Seat Wall**

**Purpose: To install landscaping and seat wall as per plans and specifications attached.**

**Location of Work: 1<sup>st</sup> Street. Hood River, OR. 97031**

**CONTRACTOR DATA**

**Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract.** Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

**Full Business Name:** DKB Limited

**Contact Person:** Kelly Bockius

**Address:** 4250 Belmont Dr. Hood River  
OR 97031

**Business Telephone: 541-308-6317**

**Email:** [dkbltd@gmail.com](mailto:dkbltd@gmail.com)

**Oregon CCB License Number:** 102060

**Contract Amount: \$31,000.00**

**\*All information in this contract is subject to public records law.**

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**TERMS AND CONDITIONS**

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
  - a. Contract Start Date: October 27, 2020
  - b. Anticipated Final Completion Date: April 15, 2021
  - c. "Work Time In Calendar Days": 45 working days associated with this contract with a Final Completion date of April 15, 2021
2. **Contractor's Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:  
Exhibit A – Statement of Work, Compensation, Payment  
Exhibit B – Insurance Requirements

- Exhibit C – Certification Statement for Corporation or Independent Contractor
- Exhibit D – Workers’ Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
- Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
- Exhibit F – Request for Quotation
- Exhibit G – Contractor’s Response to Quotation
- Exhibit H – W-9 Taxpayer Identification Number and Certification
- Exhibit I – ORS Chapter 279C Standard Terms for Public Works
- Exhibit J – ORS Chapter 279B Standard Terms
- Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of Port. Port may withhold such consent for any or no reason. If Port consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Port. This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the Port.
7. **Other Contractors.** Port reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the Port. When requested by Port, Contractor shall coordinate its performance under this Contract with such additional or related work.
8. **Nonperformance.** As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Port, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
9. **Escalation.** Any price or cost adjustments shall be submitted to the Port by the Contractor prior to the time in which such changes are to become effective and work is performed. The Port reserves the right to reject any modifications of the Contract unacceptable to the Port.
10. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
  - a. Mutual: Port and Contractor may terminate this Contract at any time by written agreement.
  - b. Port ’s Sole Discretion: Port in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
  - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. Contractor Licensing, etc.: Notwithstanding paragraph 10(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
  - e. Payment on Early Termination. Upon termination pursuant to Section 10, “Early Termination,” Port shall pay Contractor as follows:
    1. If Port terminates this Contract for its convenience under Section 10(a) or 10(b), then Port must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Port shall not be liable for any direct, indirect, or consequential damages. Termination by Port shall not constitute a waiver of any other claim Port may have against Contractor.
    2. If Contractor terminates this Contract under Section 10(c) due to Port ’s breach, then Port shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
    3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor’s breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.



11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
  - a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.
  - b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
  - c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port.
14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
  - a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
  - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port. Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals.
18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in

the specific instance and for the specific purpose given.

- 20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
- 21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

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**I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR:**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Contractor's Title

\_\_\_\_\_  
Contractor's Printed Name

\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D.

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**PORT OF HOOD RIVER, OREGON SIGNATURE**

(This contract shall not be binding on the Port until signed by the appropriate signing authority)

\_\_\_\_\_  
Michael McElwee, Executive Director

\_\_\_\_\_  
Date

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF  
HOOD RIVER, OREGON**

**STATEMENT OF WORK, COMPENSATION, PAYMENT**

**CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:**

Install Gates Memorial Landscape and Seat Wall in accordance with attached plans and specifications including quote process package attached and included as part of this contract.

**CONTRACT WAGE RATES:**

**This project is not subject to prevailing wages.**

- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

**TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$31,000.00**

**INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:**

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

If submitted electronically, to:

porthr@gorge.net

If faxed to:

(541) 386-1395

**PORT SHALL MAKE PAYMENT TO:**

DKB Limited  
4250 Belmont Dr.  
Hood River, OR 97031

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT  
PORT OF HOOD RIVER, OREGON

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

**Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D). **THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D In lieu of Certificate.

**Professional Liability / Errors & Omissions (E&O)** insurance with a combined single limit of not less than:  
 \$500,000,  \$1,000,000,  \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of  
 \$500,000,  \$1,000,000,  \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.  
 Required by Port  Not required by Port

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than:  
 \$500,000,  \$1,000,000,  \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of  \$500,000,  \$1,000,000,  \$2,000,000. This insurance must include contractual liability coverage.  
 Required by Port  Not required by Port

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than:  
 \$500,000,  \$1,000,000,  \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.  
 Required by Port  Not required by Port

**Excess Umbrella Liability insurance**, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:  
 \$2,000,000,  \$5,000,000, each occurrence with an annual aggregate limit of  \$5,000,000,  \$10,000,000,  
 Required by Port  Not required by Port

**Builders All-Risk or Installation Floater:** insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.  
 Required by Port  Not required by Port

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

**Certificate(s) of Insurance Required.** Contractor shall furnish current Certificate(s) of Insurance to the Port upon request of the Port. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the Port. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the Port, its agents, officers, and employees are Additional Insured's with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the Port.

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT  
PORT OF HOOD RIVER, OREGON

**CERTIFICATION STATEMENT FOR CORPORATION  
OR INDEPENDENT CONTRACTOR**

**NOTE: Contractor Must Complete EITHER A OR B below (do NOT sign both):**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

I certify under penalty of perjury that Contractor is a [check one]:  
 Corporation  Limited Liability Company  Partnership authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature Title Date

OR

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Signature Date

Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON  
WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

- SOLE PROPRIETOR**
  - Contractor is a sole proprietor, and
  - Contractor has no employees, and
  - Contractor will not hire employees to perform this contract.
- CORPORATION - FOR PROFIT**
  - Contractor's business is incorporated, and
  - All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
  - All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.
- CORPORATION - NONPROFIT**
  - Contractor's business is incorporated as a nonprofit corporation, and
  - Contractor has no employees; all work is performed by volunteers, and
  - Contractor will not hire employees to perform this contract.
- PARTNERSHIP**
  - Contractor is a partnership, and
  - Contractor has no employees, and
  - All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
  - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*
- LIMITED LIABILITY COMPANY**
  - Contractor is a limited liability company, and
  - Contractor has no employees, and
  - All work will be performed by the members; Contractor will not hire employees to perform this contract, and
  - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**\*NOTE:** Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**\*\*NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

**ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE**

Contractor Printed	Contractor
Contractor	Dat

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON  
STANDARD ORS CHAPTER 279C PUBLIC WORKS CONTRACT TERMS**

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at [www.oregon.gov/boli](http://www.oregon.gov/boli)). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
2. ORS 279C.830: If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act the Contractor must pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830 (1) (d); OAR 839-025-0020(3) (b). The applicable state prevailing wage rates can be found at [www.oregon.gov/boli](http://www.oregon.gov/boli). The applicable federal prevailing wage rates can be found online at [www.wdol.gov](http://www.wdol.gov).
3. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
  - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
  - b. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
4. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
  - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port. Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI's website at [www.oregon.gov/boli](http://www.oregon.gov/boli).
  - b. Notwithstanding ORS 279C.555 or 279C.570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port. The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,  
OREGON

STANDARD ORS CHAPTER 279B GOODS AND SERVICES CONTRACT TERMS –  
APPLICABLE IF NOT A PUBLIC IMPROVEMENT CONTRACT

1. **Maximum hours of labor:** Contractor shall comply with the maximum hours of labor as set forth in ORS 279B.020 and ORS 279B.235.
2. **Contractor Payment Obligations:** the Contractor shall:
  - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
  - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. **Recycling:** If the contract involves for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. **Medical and Workers Compensation:** The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).



**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,  
OREGON**

**STANDARD ORS CHAPTER 279C PUBLIC IMPROVEMENT CONTRACT TERMS**

1. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school Port, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
2. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
3. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by Port or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.
4. ORS 279C.520: Contractor must pay daily, weekly weekend, and holiday overtime. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
  - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. For all work performed on Saturday, Sunday, News Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
 Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and

days per week that the employees may be required to work ORS 279C.520 (2); OAR 839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

5. ORS 279C.520(1)(b) and (c) (Pay Equity):
  - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.
  - b. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
  - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
  - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port, interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.

# Port of Hood River

## Gates Memorial Landscape and Seat Wall

### 1000 East Port Marina Dr. Hood River Or 97031

---

Issued: September 23, 2020

Closing Date: October 13, 2020

#### Project Summary:

The Port of Hood River is requesting quotes for the installation of the Gates Memorial Project on the Hood River Waterfront, per attached specifications and plans. The work generally includes construction of a seat wall, concrete flat work, topsoil, grading and planting.

#### Project clarifications;

- 1) 5 Red Pines or equal at owners discretion shall be planted.
- 2) The trees being removed for the project are to be removed and disposed of including the root balls.
- 3) Acquisition of the permit by others. Permit fees paid by others.
- 4) 2019 IBC codes by reference.

The work contemplated under this contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the work described in the Contract, the General Conditions, all applicable special conditions, plans, specifications, or any supplementals. Project scope of work, plans and specifications are included in this Contract Solicitation document.

The single contact point for questions regarding the Solicitation, Forms, Specifications, change, clarification, the award process, and/or any other issues that may arise, is John Mann at (541) 399-9228, fax (541) 386-1395 and email [jmann@portofhoodriver.com](mailto:jmann@portofhoodriver.com)

#### Submittal Process

This is a quote for construction work and does not fall under the ORS 279C (Public Works Contracts). Quotes must be received by **2:00 PM on Tuesday, October 13, 2020** at the Port office or by mail to 1000 E. Port Marina Drive, Hood River, OR 97031, or via email to [jmann@portofhoodriver.com](mailto:jmann@portofhoodriver.com). All quotes must include the completed Quote Form. Quotes will

not be received after 2:00 PM on Tuesday, October 13, 202. Quotes will be reviewed by Port staff.

The Port reserves the right to 1) reject any or all proposals not in compliance with procedures and written instructions if it is in the best interest of the public to do so, 2) seek clarifications of each response, 3) waive informalities in the proposals, 4) choose different proposers for each task, 5) modify the project to fit within budgeted amounts, and 6) negotiate a final contract that is in the best interest of the Port.

**Solicitation Laws and Rules**

This solicitation and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The solicitation and resulting Contract may be subject to other laws and rules. This is not a Prevailing Wage Project subject to ORS 279C.800 to 279C.870. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules.

**Site Examination**

The bidder shall visit the site and fully acquaint themselves with the existing conditions there relating to construction and labor. Bidders should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. Contractors will not be given extra payments for conditions, which can be determined by examining the site and documents.

With Submittal the bidder acknowledges that he/she is satisfied as to the nature and location of the work, the various street surface conditions to be encountered and the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, surface water, storm drainage system, access of the site and coordination with the Port.

**Award**

The contract will be awarded to the bidder whose quote will best serve the interests of the Port of Hood River. Price, experience, availability, project understanding and contractor capacity will be taken into account in the evaluation process. All respondents will be notified of the award within 10 calendar days of the closing date. Work will be scheduled once all contract documents have been executed.

### **Information to be submitted by successful contractor**

The successful bidder shall provide all of the following required documents to the Port of Hood River within ten (10) calendar days of notification of the Intent-to-Award. Failure to present the required documents within ten (10) calendar days may result in rejection.

Respondents are encouraged to consult their insurance agent about the insurance requirements prior to Quote submission.

#### **-Insurance:**

Contractors will be required to provide proof of commercial general liability and automobile liability insurance in the amount of \$1,000,000.00, and proof of Workers Compensation coverage. The certificate shall be issued in the name of the Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031. The Port of Hood River, and its commissioners, employees, contractors and agents shall be named as additional insured.

#### **-Bonds:**

1. Public Works Bond: Pursuant to ORS 279C.836 before starting work on the contract or subcontract for public works projects with a contract price that exceeds \$50,000, the contractor or subcontractor shall file with the Construction Contractors Board a public works bond with the corporate surety authorized to do business in this state in the amount of \$30,000.

2.) Performance Bond: Contractor shall, within ten days after award of the contract and prior to doing any work under this contract, furnish the Port, in a form and with a surety satisfactory to the Port:

a). A performance bond in an amount equal to the full contract price conditioned upon the faithful performance of this contract upon the part of the Contractor in accordance with the specifications, and conditions of this contract, and also complying with the provisions of Oregon Revised Statute 279C.380 and any other laws of the State of Oregon relating to faithful performance bonds for construction of public works.

b). Pursuant to ORS 279C.836, a payment bond in an amount equal to the full contract price, solely for the protection of claimant under ORS 279C.600.

#### **Oregon Prevailing Wage (BOLI Requirements)**

This is not a Prevailing Wage job.

**Base Quote:** Contractors shall acknowledge that estimated quantities are not guaranteed and shall be based on the actual amounts to complete the work as outlined.

**Time and Completion:** The Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Port, and to fully complete the project by April 15th, 2021. The contractor must also agree to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until all construction is complete. There

shall also be 45 working days associated with the contract with mutually agreed upon suspensions for weather. These working days can be spread out until the final completion date of April 15, 2021 or used consecutively if weather provides the opportunity. The intent of this is to allow for weather events throughout the winter that could affect construction and to allow plantings to take place in the spring.

The contact person and project manager for this contract will be John Mann, Port Facilities Manager. Questions may be directed to John Mann at 541-399-9228 or [jmann@portofhoodriver.com](mailto:jmann@portofhoodriver.com). Once contracts are awarded, the Port's owner's representative will be the Port Facilities Manager John Mann (contact information above).

**Quote Inclusions and Submittals;**

1. Specifications, (which include 2019 IBC codes by reference)/Drawings
2. Date, Signature and quote amount not to exceed on last page.
3. Signed Bid Sheet
4. Performance Bond
5. Certificate of Insurance
6. Sample Contract

**Signature Block;**

Contractors Full Name; DKB Limited

Oregon Contractors License number; 102060

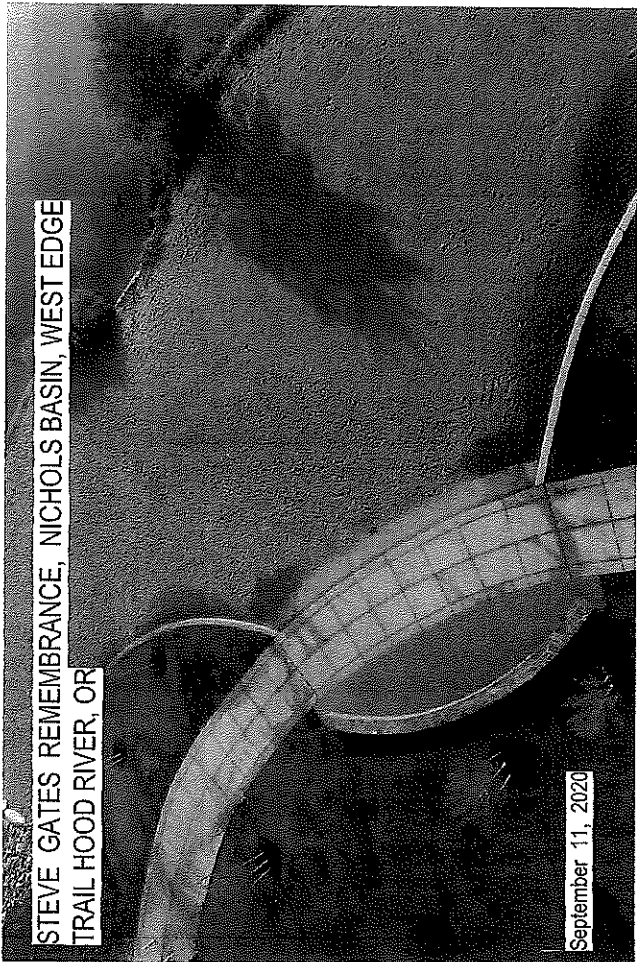
Date; 10/5/2020

Amount (not to exceed); \$ \$31,000.00

Contractor Signature; 

**Gates Memorial Seat Bench and Landscape Quote**

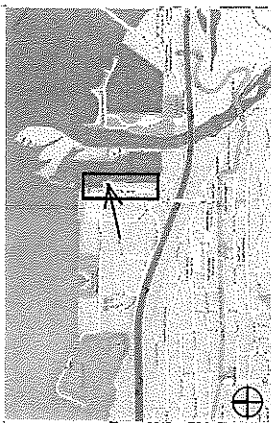
ITEM	QUANTITY	UNIT		UNIT PRICE	AMOUNT
<b>PREPARATION</b>					
1	1	L.S.	MOBILIZATION		\$4,000.00
2	1	L.S.	EXCAVATION AND GRADING		\$4,000.00
3	1	L.S.	IRRIGATION		\$2,500.00
4	1	L.S.	CONCRETE		\$3,500.00
5	1	L.S.	STONE WORK		\$11,500.00
6	1	L.S.	LANDSCAPE		\$5,500.00
<b>TOTAL</b>					<b>\$31,000.00</b>
CONTRACTORS SIGNATURE <i>DRG</i>					



VICINITY MAP



LOCATION MAP



PROJECT DIRECTORY

**OWNER**  
 Port of Hood River  
 1000 E. Port Marina Drive  
 Hood River, OR 97031  
 Contact:  
 Michael McElvree  
 541-386-1138  
 mmcelvree@portofhoodriver.com  
 John Mann  
 541-389-9229  
 jmann@portofhoodriver.com

**DESIGNER:**  
 DKB Limited  
 4205 Belmont Drive  
 Hood River, OR 97031  
 Contact:  
 Kelly Bookins  
 541-308-6317  
 dkbldg@gmail.com

STRUCTURAL ENGINEER:

GENERAL NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND AND OVERHEAD UTILITIES. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF SAID UTILITIES.
- STREETS, SIDEWALKS, AND ADJACENT PROPERTY SHALL BE PROTECTED THROUGHOUT THE WORK AS REQUIRED BY LOCAL CODES AND REGULATIONS AND APPROVED BY THE OWNER.
- REFER TO CITY AND/OR COUNTY STANDARD PLANS AND SPECIFICATIONS WHERE APPLICABLE.
- ALL WORK AND PORTIONS OF THE PROJECT SHALL COMPLY WITH ALL APPLICABLE CODES.
- CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING MATERIALS TO REMAIN THAT ARE DAMAGED DURING CONSTRUCTION.
- ALL UNITS OF WORK, PROPERTY LINES AND LOT LINES SHALL BE VERIFIED PRIOR TO COMMENCING WORK.
- CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT (7) DAYS PRIOR TO ANY COMMENCEMENT OF WORK TO COORDINATE PROJECT OBSERVATION SCHEDULES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH ALL CONSTRUCTION OPERATIONS. ALL CONSTRUCTION SHALL BE SET IN PLACE PRIOR TO INSTALLATION OF CONSTRUCTION ITEMS.
- THE LOCATION OF FEATURES TO BE CONSTRUCTED NOT SPECIFICALLY DIMENSIONED MAY BE DETERMINED BY THE CONTRACTOR IN CONSULTATION WITH FIELD CONSULTING ARCHITECT FOR REGULATION BEFORE PROCEEDING.
- ALL DIMENSIONS ARE FROM OUTSIDE FACE OF PAVING, WALLS, ETC., UNLESS OTHERWISE NOTED ON PLANS.
- PRIOR TO INSTALLATION OF ANY CONSTRUCTION ITEM, FORMS WITH STEEL BRACING SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH ALL CODES AND ORDINANCES.
- CONTRACTOR SHALL PROVIDE A SECURE AREA FOR STAGING & STORAGE THROUGHOUT DURATION OF THE CONSTRUCTION.

DRAWING INDEX

- CS-1 - CIVIL COVER SHEET
- CS-1.1 - EXISTING CONDITIONS
- CS-1.2 - STREET PAVING AND GRADING PLAN
- CS-1.3 - UTILITY AND GRADING PLAN
- CS-1.4 - UTILITY PLAN
- CS-1.5 - EROSION CONTROL PLAN
- CS-1.6 - DETAILS
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ABBREVIATIONS

AC	Asphalt Concrete	AD	Asphalt Driveway	AD-11	Asphalt Driveway	AD-12	Asphalt Driveway	AD-13	Asphalt Driveway	AD-14	Asphalt Driveway	AD-15	Asphalt Driveway	AD-16	Asphalt Driveway	AD-17	Asphalt Driveway	AD-18	Asphalt Driveway	AD-19	Asphalt Driveway	AD-20	Asphalt Driveway	AD-21	Asphalt Driveway	AD-22	Asphalt Driveway	AD-23	Asphalt Driveway	AD-24	Asphalt Driveway	AD-25	Asphalt Driveway	AD-26	Asphalt Driveway	AD-27	Asphalt Driveway	AD-28	Asphalt Driveway	AD-29	Asphalt Driveway	AD-30	Asphalt Driveway	AD-31	Asphalt Driveway	AD-32	Asphalt Driveway	AD-33	Asphalt Driveway	AD-34	Asphalt Driveway	AD-35	Asphalt Driveway	AD-36	Asphalt Driveway	AD-37	Asphalt Driveway	AD-38	Asphalt Driveway	AD-39	Asphalt Driveway	AD-40	Asphalt Driveway	AD-41	Asphalt Driveway	AD-42	Asphalt Driveway	AD-43	Asphalt Driveway	AD-44	Asphalt Driveway	AD-45	Asphalt Driveway	AD-46	Asphalt Driveway	AD-47	Asphalt Driveway	AD-48	Asphalt Driveway	AD-49	Asphalt Driveway	AD-50	Asphalt Driveway
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STEVE GATES REMEMBRANCE, NICHOLS BASIN, WEST EDGE TRAIL HOOD RIVER, OR

September 11, 2020







Port of Hood River  
1001 E. First Marine Blvd  
Hood River, OR 97031

STEVE GATES  
REMEMBRANCE  
HOOD RIVER, OR

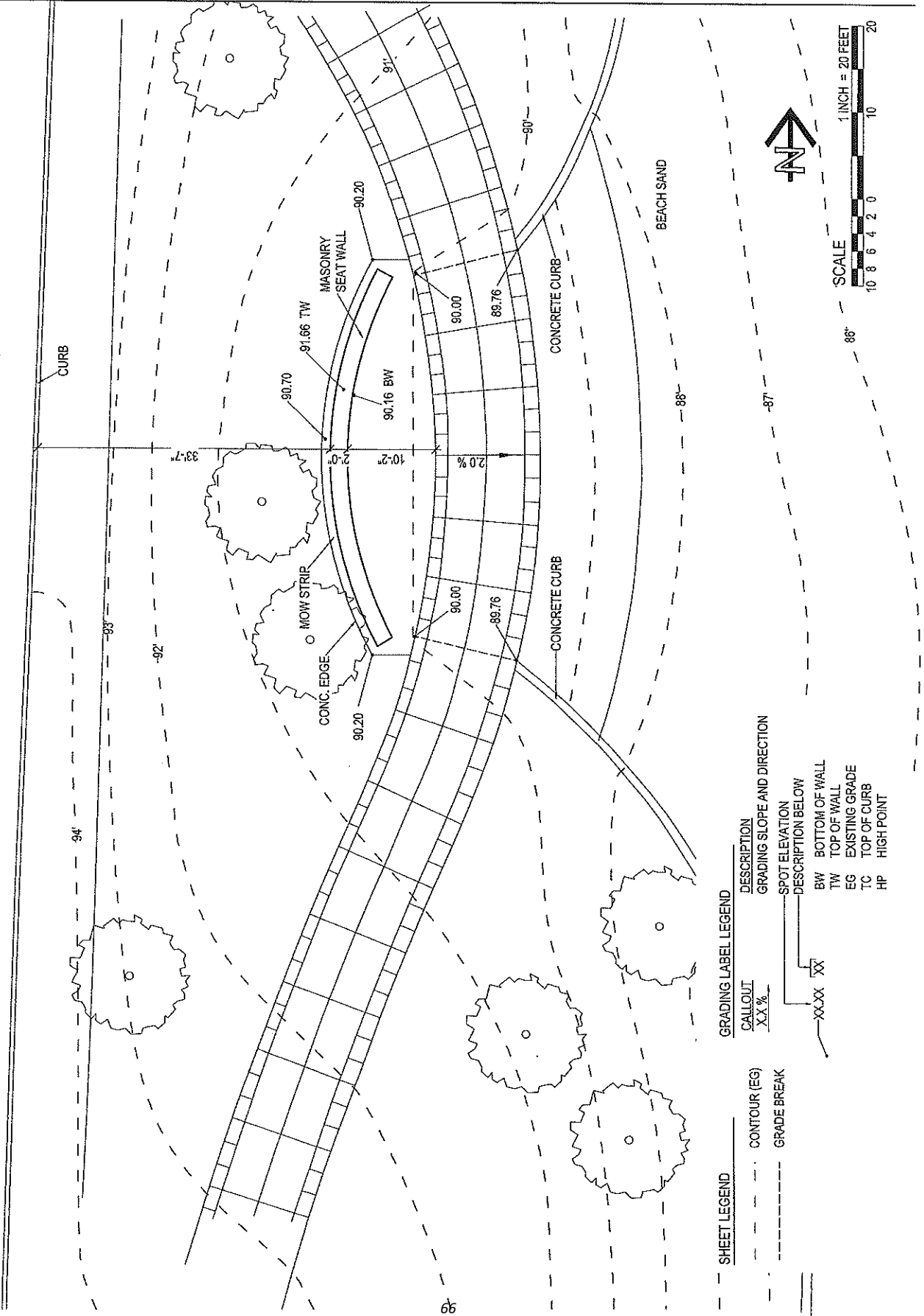
PROJECT: DRB

PRICE: Bid Set  
DATE: 9/11/2020  
REVISED:

CIVIL NOTES

C1.1

EXISTING CONDITIONS



SHEET LEGEND		GRADING LABEL LEGEND	
---	CONTOUR (EG)	CALLOUT	DESCRIPTION
---	GRADE BREAK	XX %	GRADING SLOPE AND DIRECTION
---		XXXX XX	SPOT ELEVATION DESCRIPTION BELOW
		BW	BOTTOM OF WALL
		TW	TOP OF WALL
		EG	EXISTING GRADE
		TC	TOP OF CURB
		HP	HIGH POINT



Port of Hood River  
 1000 E. Ford Meiners Drive  
 Hood River, OR 97113

STEVE GATES  
 REMEMBRANCE  
 HOOD RIVER, OR

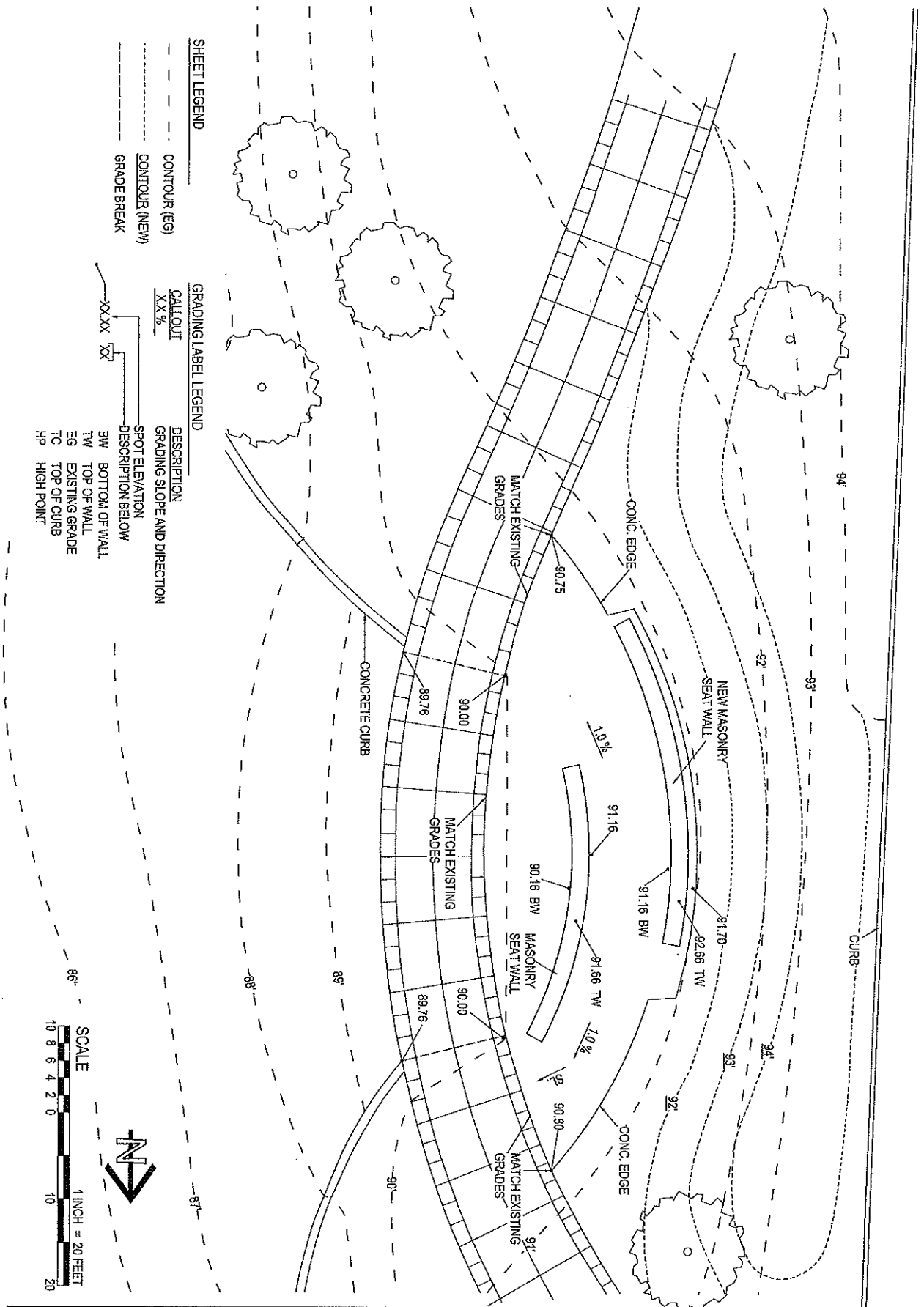
Sheet # 503

Name: SGB  
 Bid Set  
 Date: 9/11/2020  
 Revision:

CIVIL NOTES

C3.1

GRADING PLAN



SHEET LEGEND		GRADING LABEL LEGEND	
- - - - -	CONTOUR (EG)	CALL OUT	DESCRIPTION
- - - - -	CONTOUR (NEW)	X.X %	GRADING SLOPE AND DIRECTION
- - - - -	GRADE BREAK	XXXX	SPOT ELEVATION
		XX	DESCRIPTION BELOW
			BW BOTTOM OF WALL
			TW TOP OF WALL
			EG EXISTING GRADE
			TC TOP OF CURB
			HP HIGH POINT



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

STEVE GATES  
REMEMBRANCE  
HOOD RIVER, OR

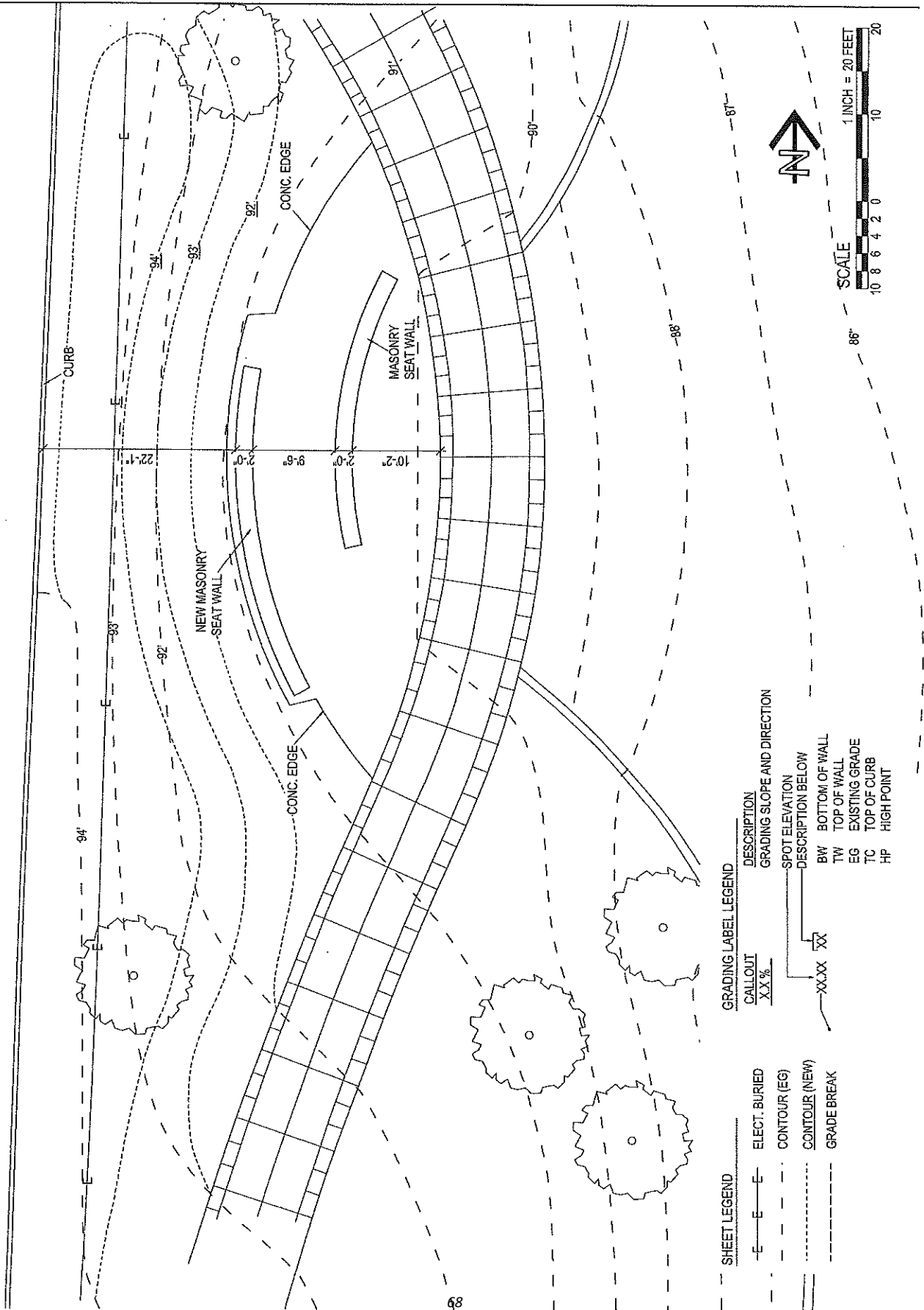
DRAWN: DRS

PROJECT: Bldg Set  
DATE: 9/11/2020  
ISSUED:

CIVIL NOTES

C4.1

UTILITIES



**GRADING LABEL LEGEND**

- CALLOUT  
XX %
- GRADING SLOPE AND DIRECTION
- SPOT ELEVATION
- DESCRIPTION BELOW
- BW BOTTOM OF WALL
- TW TOP OF WALL
- EG EXISTING GRADE
- TC TOP OF CURB
- HF HIGH POINT

**SHEET LEGEND**

- E-E- ELECT. BURIED
- - - CONTOUR (EG)
- - - CONTOUR (NEW)
- - - GRADE BREAK





Port of Hood River  
 1000 E. Front Street, Ste 105  
 Hood River, OR 97031

STEVE GATES  
 REMEMBRANCE  
 HOOD RIVER, OR

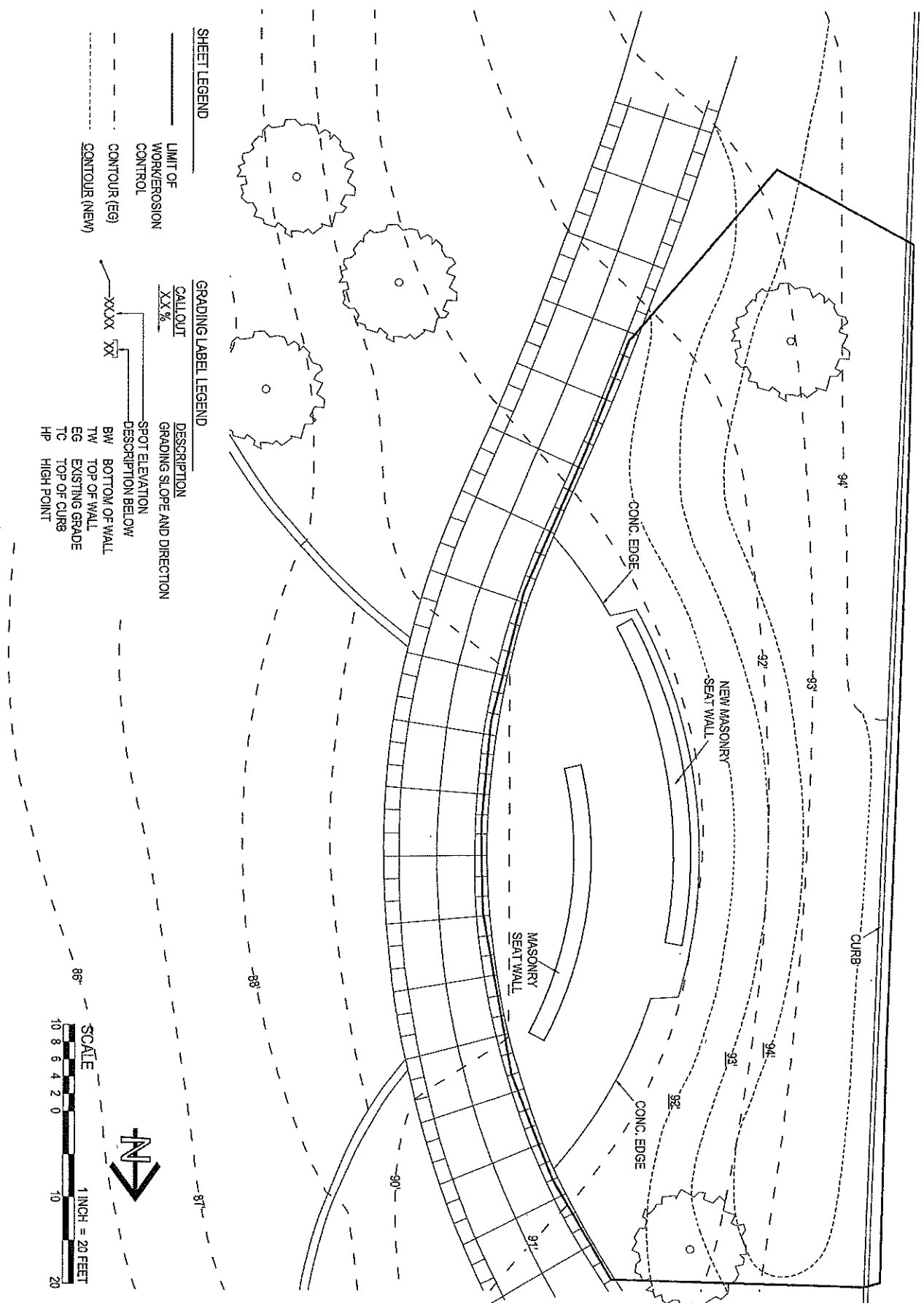
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PROJECT: Big Set  
 DRAWING: 9/11/2020

CIVIL NOTES

C5.1

EROSION CONTROL



**SHEET LEGEND**

— LIMIT OF WORK/EROSION CONTROL

- - - CONTOUR (EG)

- - - CONTOUR (NEW)

**GRADING LABEL LEGEND**

CALL OUT XX.X%

DESCRIPTION GRADING SLOPE AND DIRECTION

SPOT ELEVATION DESCRIPTION BELOW

BW BOTTOM OF WALL

TW TOP OF WALL

EG EXISTING GRADE

TC TOP OF CURB

HP HIGH POINT

**SCALE**

1 INCH = 20 FEET

10 8 6 4 2 0









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

STEVE GATES  
REMEMBRANCE  
HOOD RIVER, OR

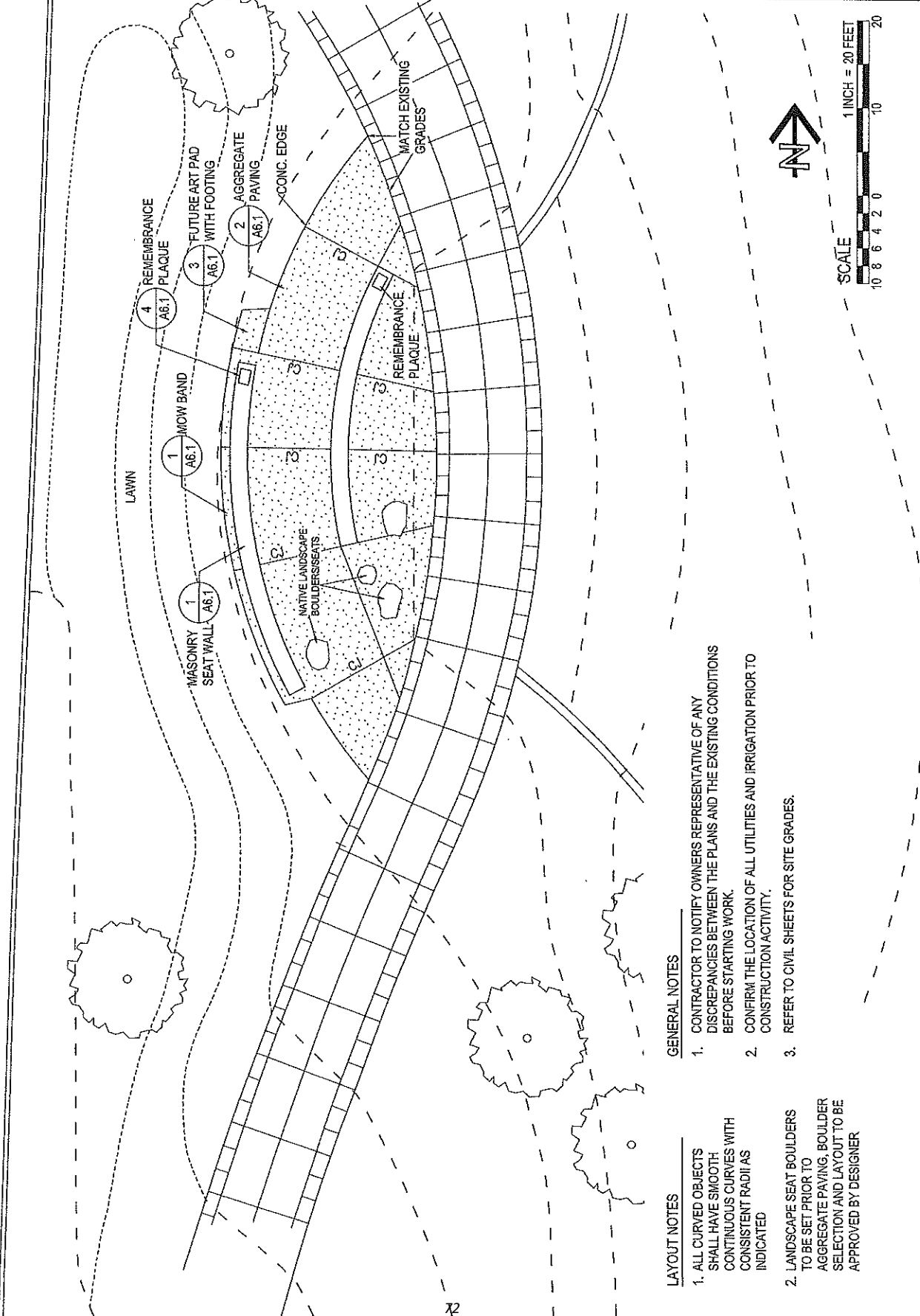
DATE: 09/11/2020

PROJECT: Bldg Set  
DRAWING: 9/11/2020  
SHEET: 001

CIVIL NOTES

L3.1

MATERIALS



**LAYOUT NOTES**

1. ALL CURVED OBJECTS SHALL HAVE SMOOTH CONTINUOUS CURVES WITH CONSISTENT RADII AS INDICATED
2. LANDSCAPE SEAT BOLDERS TO BE SET PRIOR TO AGGREGATE PAVING. BOULDER SELECTION AND LAYOUT TO BE APPROVED BY DESIGNER

**GENERAL NOTES**

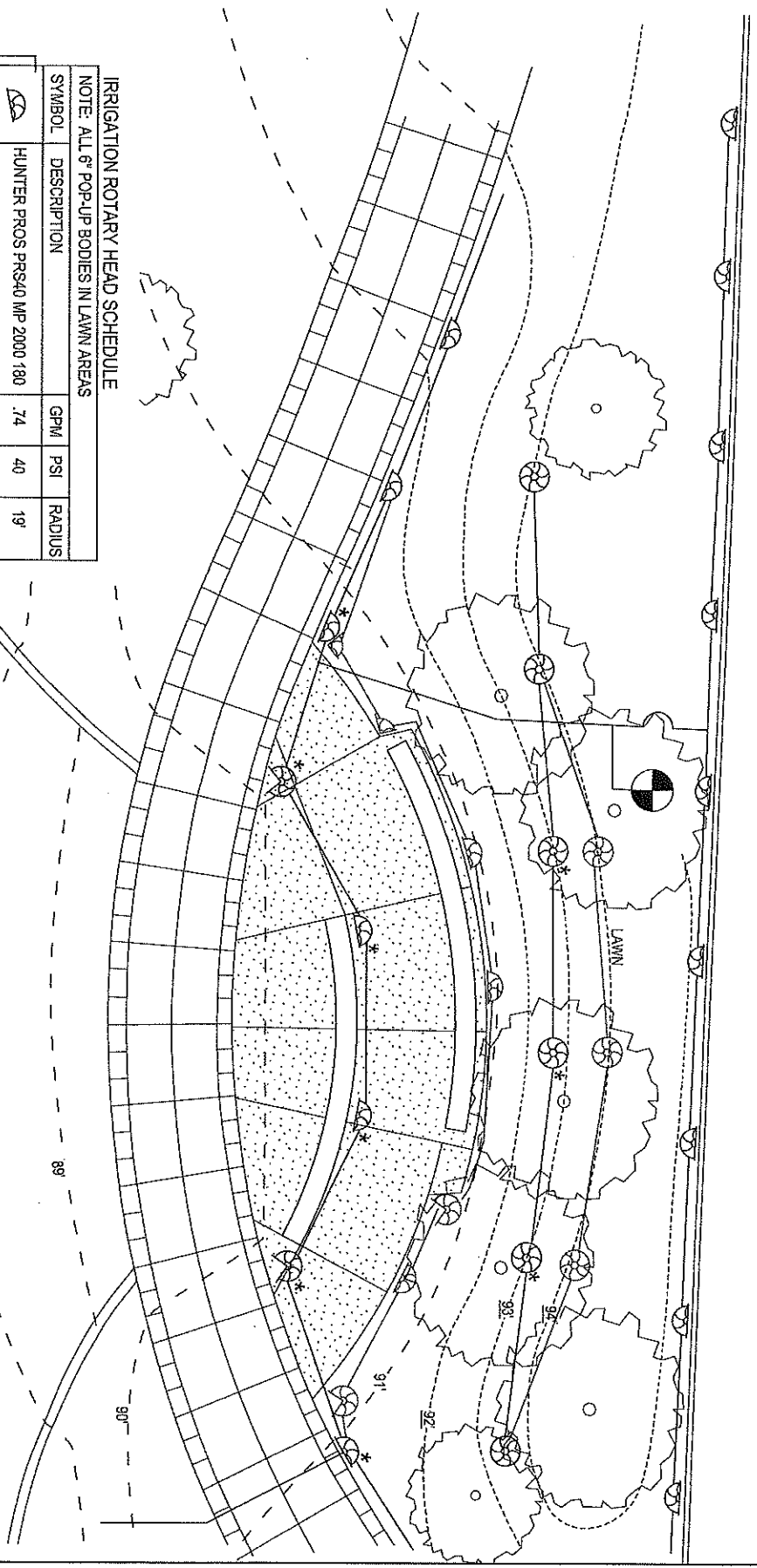
1. CONTRACTOR TO NOTIFY OWNERS REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN THE PLANS AND THE EXISTING CONDITIONS BEFORE STARTING WORK.
2. CONFIRM THE LOCATION OF ALL UTILITIES AND IRRIGATION PRIOR TO CONSTRUCTION ACTIVITY.
3. REFER TO CIVIL SHEETS FOR SITE GRADES.



**IRRIGATION ROTARY HEAD SCHEDULE**  
NOTE: ALL 6" POP-UP BODIES IN LAWN AREAS

SYMBOL	DESCRIPTION	GPM	PSI	RADIUS
	HUNTER PROS PRS40 MP 2000 180	.74	40	19'
	HUNTER PROS PRS40 MP 2000 270	1.10	40	19'
	HUNTER PROS PRS40 MP 2000 360	1.47	40	19'
	HUNTER PROS PRS40 MP 2000 360	1.47	40	19'
	HUNTER PROS PRS40 MP 2000 270	1.10	40	19'
	HUNTER PROS PRS40 MP 2000 180	.74	40	19'
	HUNTER PROS PRS40 MP 1000 90	.19	40	14'

- GENERAL NOTES**
1. CONTRACTOR TO NOTIFY OWNERS REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN THE PLANS AND THE EXISTING CONDITIONS BEFORE STARTING WORK.
  2. CONFIRM THE LOCATION OF ALL UTILITIES AND IRRIGATION PRIOR TO CONSTRUCTION ACTIVITY.
  3. REFER TO CIVIL SHEETS FOR SITE GRADES.
  4. ADD DRIP IRRIGATION AT EACH NEW TREE LOCATION
- \* DELETED OR ALTERED SPRINKLER HEAD



Port of Hood River  
100 S. Post Mall  
Hood River, OR 97121

STEVE GATES  
REMEMBRANCE  
HOOD RIVER, OR

DATE: 08/28  
BY: [Signature]  
PROJECT: 9111/2020  
DRAWING: IRRIGATION PLAN  
L4.1



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

STEVE GATES  
REMEMBRANCE  
HOOD RIVER, OR

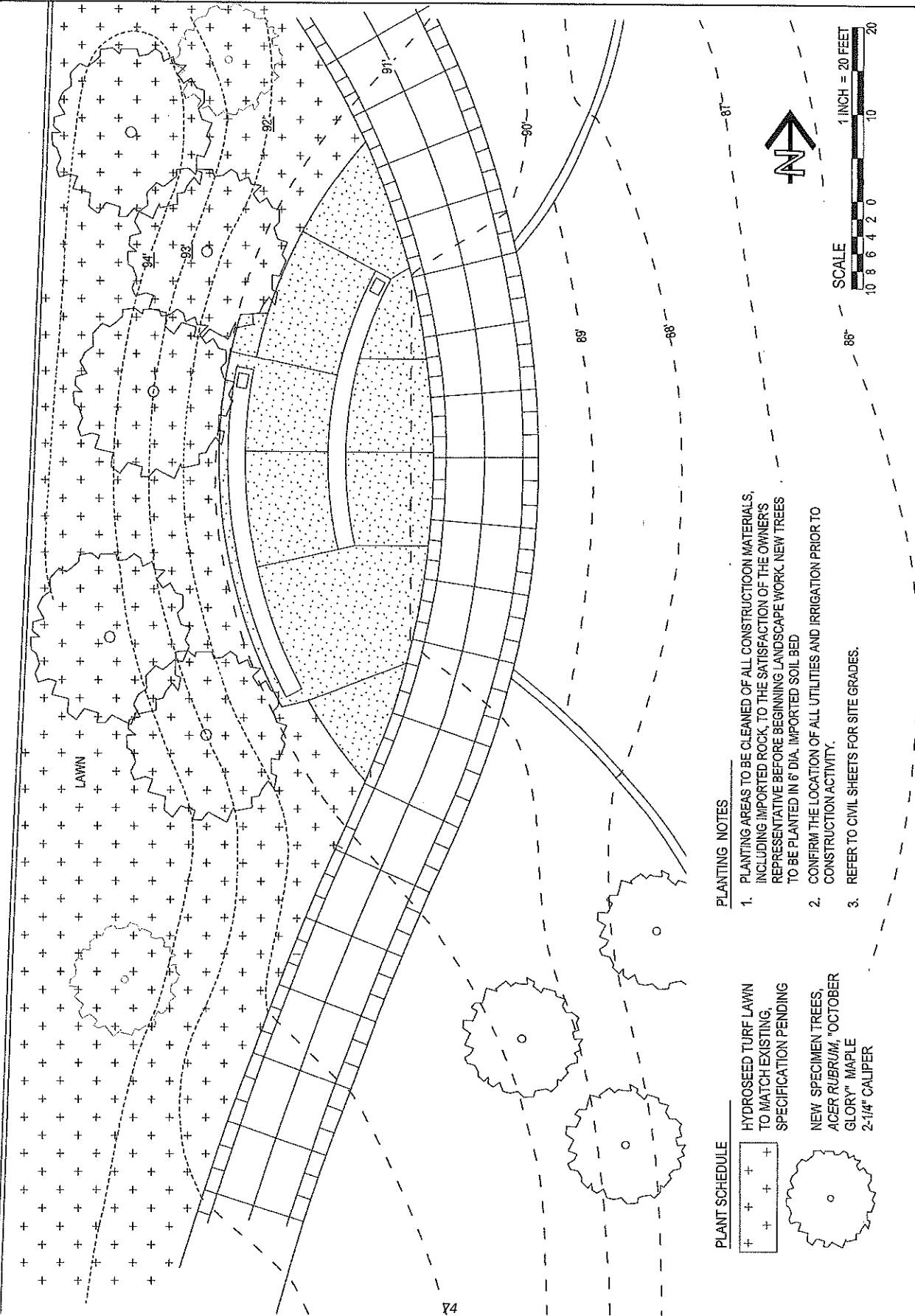
DATE: 09/11/2020

PROJECT: Bid Set  
DRAWING: 9/11/2020  
NO. 0000

CIVIL NOTES

L5.1

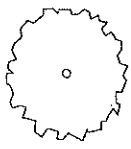
PLANTING PLAN



**PLANT SCHEDULE**

+ + + + +  
+ + + + +  
+ + + + +

HYDROSEED TURF LAWN  
TO MATCH EXISTING,  
SPECIFICATION PENDING



NEW SPECIMEN TREES,  
ACER RUBRUM; \*OCTOBER  
GLORY™ MAPLE  
2-1/4" CALIPER

**PLANTING NOTES**

1. PLANTING AREAS TO BE CLEANED OF ALL CONSTRUCTION MATERIALS, INCLUDING IMPORTED ROCK, TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE BEFORE BEGINNING LANDSCAPE WORK. NEW TREES TO BE PLANTED IN 6" DIA. IMPORTED SOIL BED
2. CONFIRM THE LOCATION OF ALL UTILITIES AND IRRIGATION PRIOR TO CONSTRUCTION ACTIVITY.
3. REFER TO CIVIL SHEETS FOR SITE GRADES.





Part of Hood River  
 1001 E. First Street  
 Hood River, OR 97123

STEVE GATES  
 REMEMBRANCE  
 HOOD RIVER, OR

DATE: 03/11/2020

PROJECT: STEVE GATES REMEMBRANCE

SCALE: 1/4" = 1'

NO. 1

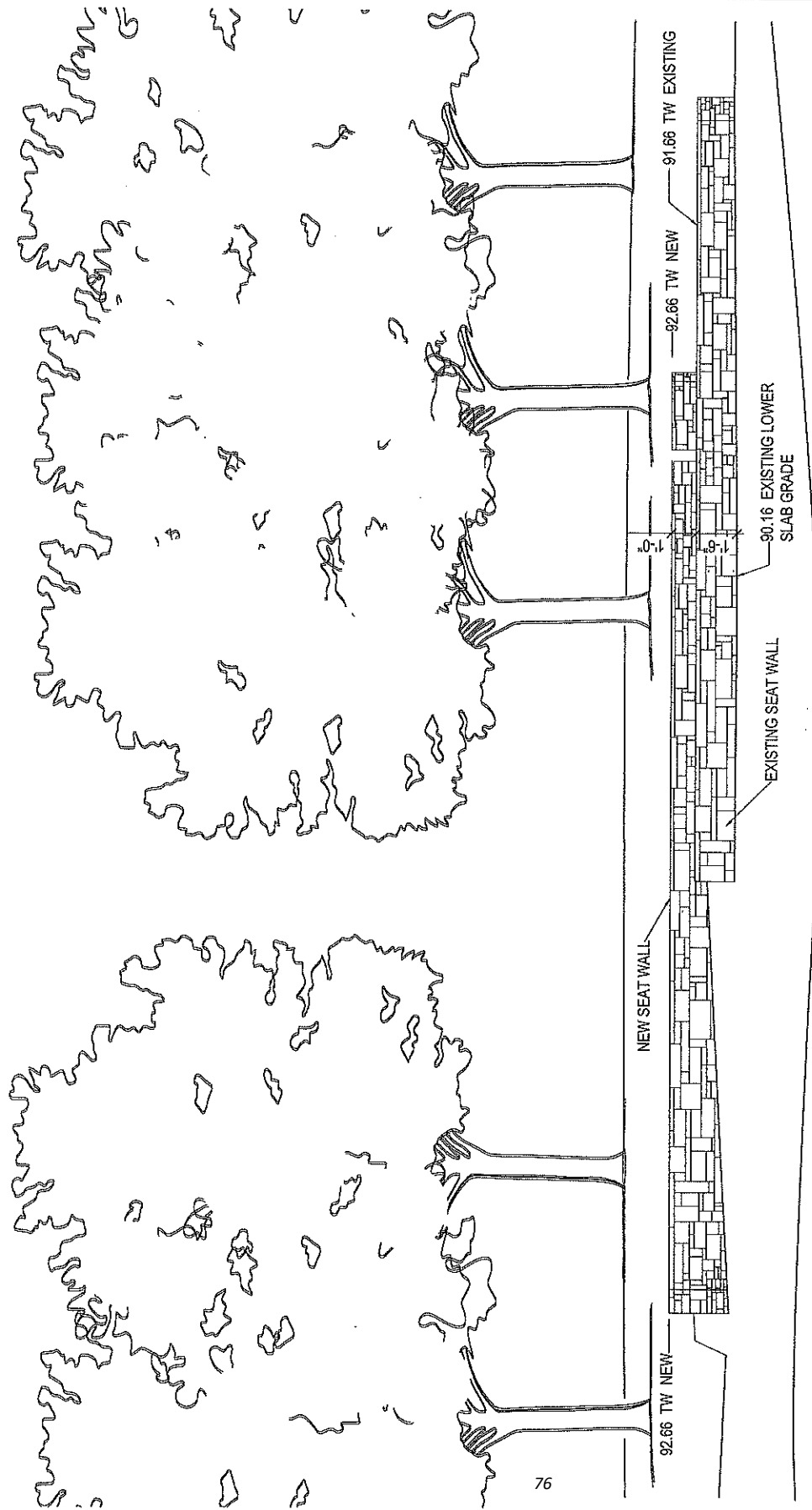
DATE: 03/11/2020

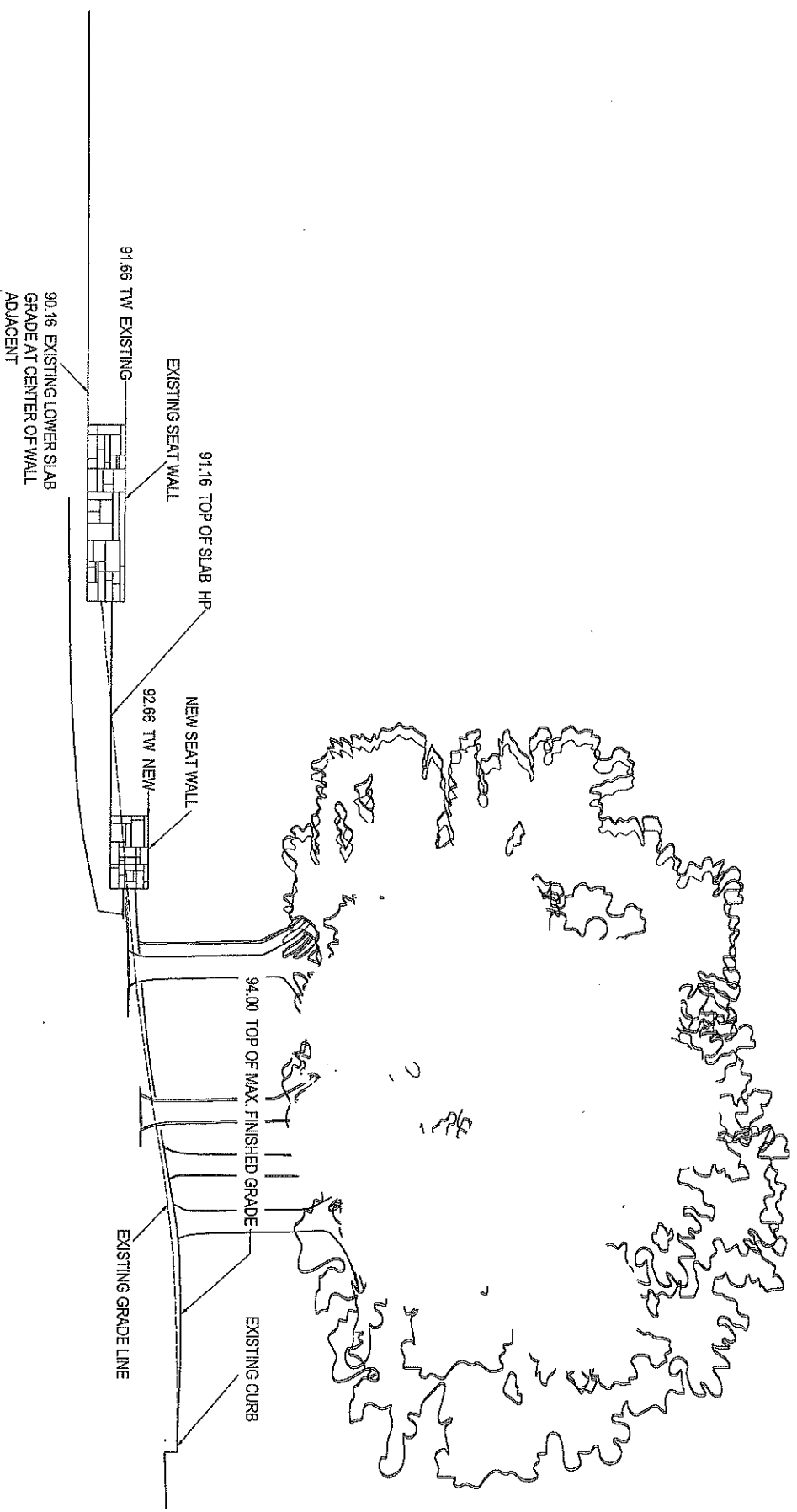
PROJECT: STEVE GATES REMEMBRANCE

ARCHITECTURAL

A2.1

WEST ELEVATION





SCALE  
 1/4 INCH = 1 FOOT  
 4 2 0 4 8



Port of Hood River  
 1100 E. Park Avenue Drive  
 Hood River, OR 97031

STEVE GATES  
 REMEMBRANCE  
 HOOD RIVER, OR

DATE: DWS

FILE: Bid Set  
 DATE: 9/11/2020  
 REVISION:

ARCHITECTURAL

A2.1

NORTH ELEVATION



Port of Hood River  
1400 E. 4th Avenue Drive  
Hood River, OR 97031

STEVE GATES  
REMEMBRANCE  
HOOD RIVER, OR

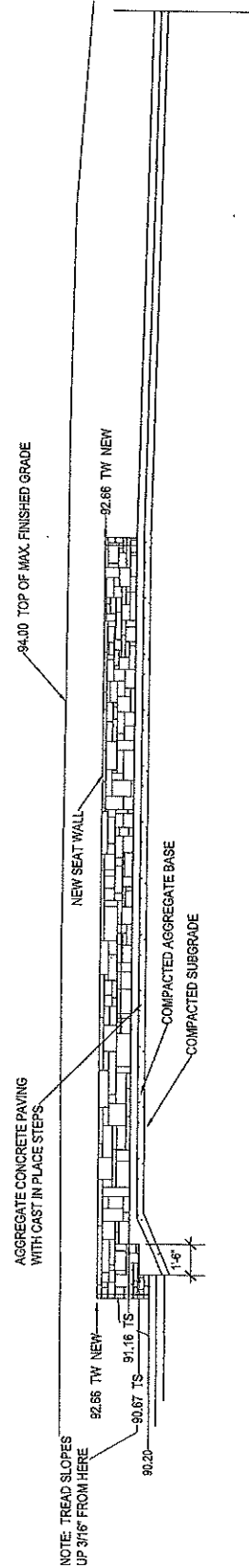
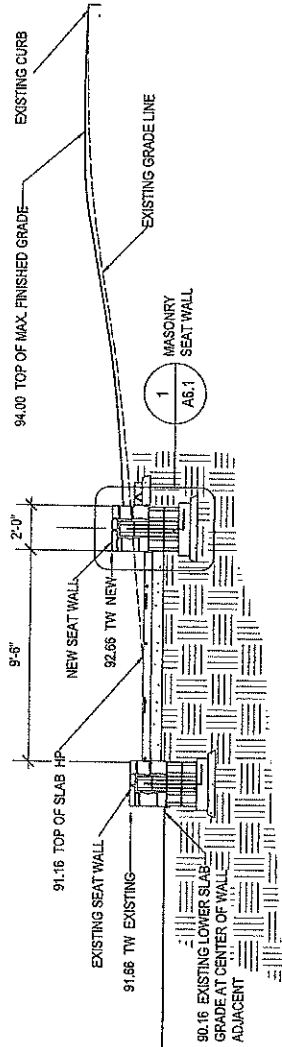
PROJECT: DWS

DATE: 08/11/2020

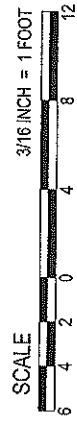
ARCHITECTURAL

A3.1

SECTIONS



NOTE: TREAD SLOPES UP 3/16" FROM HERE





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# Commission Memo



Prepared by: Anne Medenbach  
Date: October 20, 2020  
Re: Disadvantaged Business Enterprise Program

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As part of the Port's FAA grant obligations, we must have a Disadvantaged Business Enterprise (DBE) program in place to ensure that such businesses have equal opportunity to bid on federally funded projects. Recipients of FAA grant funds are required to adopt the program and the goals associated with it every three years.

Attached are the program and goals for fiscal years 2021-2023. The program format and some (minor) verbiage changed from the 2018 program, but the process remains the same.

To demonstrate compliance, the Commission will need to approve the attached resolution. Once that is approved, staff will conduct the required public notice and submittals to the FAA.

**RECOMMENDATION:** Approve Resolution 2020-21-1 adopting the Disadvantaged Business Enterprise goals for 2021-23.

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**PORT OF HOOD RIVER RESOLUTION No. 2020-21-1**

**RESOLUTION TO ADOPT 2021, 2022, and 2023 DISADVANTAGED BUSINESS ENTITY (“DBE”) PROGRAM**

WHEREAS, the Port of Hood River (“Port”) owns and manages the Ken Jernstedt Airfield (“Airport”); and,

WHEREAS, the Port must comply with Department of Transportation DBE program requirements at 49 CFR 26 in order to receive federal funding for Federal Aviation Agency (“FAA”) financed projects; and

WHEREAS, the Port is currently seeking FAA funding for an Airport project;

THEREFORE IT IS RESOLVED THAT:

The Port hereby adopts the 2021 DBE Program prepared by Century West Engineering (“Port DBE Program”), ratifies staff actions previously taken to implement the Port DBE Program and directs staff to take additional actions for the implementation and administration of the Port DBE Program, including publishing notice on the Port’s website and submitting the program and compliance reports to the FAA by required timelines.

ADOPTED BY THE BOARD OF COMMISSIONERS on October 20, 2020

\_\_\_\_\_  
John Everitt, Commission President

\_\_\_\_\_  
Ben Sheppard, Vice President

\_\_\_\_\_  
Kristi Chapman, Treasurer

\_\_\_\_\_  
David Meriwether, Secretary

\_\_\_\_\_  
Hoby Streich, Commissioner

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# The Port of Hood River, Ken Jernstedt Airfield DBE Program Plan August 2020



## POLICY STATEMENT

### **Section 26.1, 26.23 Objectives/Policy Statement**

The Port of Hood River, owner of Ken Jernstedt Airfield, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Port of Hood River has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Port of Hood River has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Port of Hood River to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also the Port of Hood River’s policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Anne Medenbach, Port of Hood River Development and Property Manager has been delegated as the DBE Liaison Officer. In that capacity, Anne Medenbach is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Port of Hood River in its financial assistance agreements with the Department of Transportation.

The Port of Hood River has disseminated this policy statement to the Port of Hood River Commissioners and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the Port of Hood River’s DOT-assisted contracts. The distribution was accomplished by the Port of Hood River’s website

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Michael McElwee, Port of Hood River Executive Director

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Date

## **GENERAL REQUIREMENTS**

### **Section 26.1 Objectives**

The objectives are elaborated in the policy statement on the first page of this program.

### **Section 26.3 Applicability**

The Port of Hood River is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, et seq.

### **Section 26.5 Definitions**

The Port of Hood River will use terms in this program that have their meanings defined in Part 26, §26.5.

### **Section 26.7 Non-discrimination Requirements**

The Port of Hood River will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, The Port of Hood River will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

### **Section 26.11 Record Keeping Requirements**

#### **Reporting to DOT**

The Port of Hood River will provide data about its DBE Program to the Department as directed by DOT operating administrations.

DBE participation will be reported to FAA as follows:

The Port of Hood River will transmit to FAA annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Appendix B to Part 26. The Port of Hood River will similarly report the

required information about participating DBE firms. All reporting will be done through the FAA official reporting system, or another format acceptable to FAA as instructed thereby.

### Bidders List

The Port of Hood River will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on the Port of Hood River's DOT-assisted contracts, for use in helping to set overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

This information will be collected in the following way(s): Inclusion of a Bidder's List in the project bidding documents. A copy of the proposed list is included in **Attachment 3**.

### Records retention and reporting:

The Port of Hood River will maintain records documenting a firm's compliance with the requirements of this part. At a minimum, the Port of Hood River will keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records will be retained in accordance with all applicable record retention requirements of the Port of Hood River's financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

### **Section 26.13 Federal Financial Assistance Agreement**

The Port of Hood River has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement the Port of Hood River signs with a DOT operating administration (or a primary recipient) will include the following assurance:

The Port of Hood River shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Port of Hood River shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Port of Hood River's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Port of Hood River of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).



**Contract Assurance:** The Port of Hood River will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

### **ADMINISTRATIVE REQUIREMENTS**

#### **Section 26.21 DBE Program Updates**

The Port of Hood River is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. The Port of Hood River is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and the Port of Hood River is in compliance with it and Part 26. The Port of Hood River will continue to carry out this program until all funds from DOT financial assistance have been expended. The Port of Hood River does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for DOT approval.

#### **Section 26.23 Policy Statement**

The Policy Statement is elaborated on the first page of this DBE Program.

#### **Section 26.25 DBE Liaison Officer (DBELO)**

The following individual has been designated as the DBE Liaison Officer for the Port of Hood River:

Anne Medenbach, Port of Hood River Development and Property Manager  
 Port of Hood River  
 1000 E. Port Marina Drive  
 Hood River, OR 97031  
 (541) 386-5116  
[amedenbach@portofhoodriver.com](mailto:amedenbach@portofhoodriver.com)

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Port of Hood River complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Port Commissioners concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff including the Port's attorney and the Airport Engineer of Record to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the Port of Hood River's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
12. Plans and participates in DBE training seminars.
13. Acts as liaison to the Uniform Certification Process.
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
15. Maintains the agency's updated directory on certified DBEs

## **Section 26.27 DBE Financial Institutions**

It is the policy of the Port of Hood River to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

An effort to identify DBE financial institutions is included in the goal calculation included in **Attachment 5**. No DBE financial institutions were identified in the Oregon State Disadvantaged Business Enterprises directory. Similar efforts will be made whenever a new goal is set.

## **Section 26.29 Prompt Payment Mechanisms**

The Port of Hood River requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, The Port of Hood River established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Port of Hood River.

The Port of Hood River ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the Port of Hood River has selected the following method to comply with this requirement:

- Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

The Port of Hood River will consider a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Port of Hood River. When the Port of Hood River has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The Port of Hood River will provide appropriate means to enforce the requirements of this section. These means include:

- Contract provisions included in bidding documents

The Port of Hood River will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Port of Hood River. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Port of Hood River. This clause applies to both DBE and non-DBE subcontractors.

The Port of Hood River has also established, as part of our DBE program, the following mechanisms to ensure prompt payment:

- Contract language, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid. A description of Prompt Payment is described in the Instructions to Bidders section of the Contract Documents.

### **Monitoring Payments to DBEs**

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Port of Hood River or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

### **Section 26.31 Directory**

The Port of Hood River uses the State of Oregon DBE directory, maintained by the State.

The directory lists the firm's name, address, phone number, and the type of work the firm has been certified to perform as a DBE. In addition, the directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work.

The State of Oregon revises the Directory daily. We make the Directory available by listing the website where interested persons may access the Directory. The Directory may be found at in **Attachment 4**.

### **Section 26.33 Over-concentration**

The Port of Hood River has not identified that over-concentration exists in the types of work that DBEs perform.

### **Section 26.35 Business Development Programs**

The Port of Hood River has not established a Business Development Program.

### **Section 26.37 Monitoring Responsibilities**

The Port of Hood River implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in the Port of Hood River's DBE program.

The Port of Hood River actively monitors participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

### Monitoring Payments to DBEs and Non-DBEs

The Port of Hood River undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. **Attachment 7** lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our DBE Program.
3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.
4. We will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished by subcontractor verification through onsite construction observation, review of letter of intent commitments submitted by the prime contractor, and requests of statement of final amounts paid to DBE subcontractors at project closeout.
5. We will implement a mechanism that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

The Port of Hood River requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Port of Hood River's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Port of Hood River or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The Port of Hood River proactively reviews contract payments to subcontractors including DBEs quarterly to ensure compliance. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the Port of Hood River by the prime contractor.

### Prompt Payment Dispute Resolution

The Port of Hood River will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

- The steps include meetings between prime and subcontractors, with project representatives and/or project manager as appropriate. It is recommended that any meeting for the purpose of dispute resolution include individuals authorized to bind each interested party, including the Port of Hood River's representative(s) with authority to take enforcement action.

The Port of Hood River has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

(1) Alternative dispute resolution (ADR)

- The Port of Hood River requires the prime contractor to submit a detailed alternative dispute resolution plan for your approval prior to the issuance of any notice to proceed.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- Subcontractors may contact the DBELO for coordination with the prime in regards to payment discrepancies.
- The Port of Hood River will assist to resolve prompt payment disputes in the event that the DBELO is unable to resolve the complaint.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The Port of Hood River will provide appropriate means to enforce the requirements of §26.29. These means include:

- In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor
- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract
- Pay subcontractors directly and deduct this amount from the retainage owed to the prime
- Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met
- Other penalties for failure to comply, up to and including contract termination (specify these penalties clearly).

The Port of Hood River will actively implement the enforcement actions detailed above.

#### Monitoring Contracts and Work Sites

The Port of Hood River reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the airport's consultant. Contracting records are reviewed by the Port of Hood River. The Port of Hood River will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

#### **Section 26.39 Fostering small business participation**

The Port of Hood River has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation.

**Implementation of the small business element is required in order for the Port of Hood River to be considered by DOT as implementing this DBE program in good faith.**

### **SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING**

#### **Section 26.43 Set-asides or Quotas**

The Port of Hood River does not use quotas in any way in the administration of this DBE program.

#### **Section 26.45 Overall Goals**

The Port of Hood River will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the Port of Hood River will submit its Overall Three-year DBE Goal to FAA by October 1<sup>st</sup> of the year in which the goal is due, as established by the schedule below:

<b>Airport Type</b>	<b>Region</b>	<b>Date Due (Goal Period)</b>	<b>Next Goal Due (Goal Period)</b>
<b>Non-Primary (GAs, Relievers and State DOTs)</b>	<b>New England, Northwest Mountain, &amp; Southern</b>	<b>October 1, 2020 (2021/2022/2023)</b>	<b>August 1, 2023 (2024/2025/2026)</b>

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the Port of Hood River does not anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any of the years within the three-year reporting period, we will not develop an overall goal; however, this DBE Program will remain in effect and the Port of Hood River will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

(c) Step 1. The first step is to determine the relative availability of DBEs in the market area, "base figure". We will use DBE Directories and Census Bureau Data as a method to determine our base figure. The second step is to adjust the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on Contracts.

If we use a bidders list, we will do the following: Determine the number of DBEs that have bid or quoted (successful and unsuccessful) on your DOT-assisted prime contracts or subcontracts in the past three years. Determine the number of all businesses that have bid or quoted (successful and unsuccessful) on prime or subcontracts in the same time period. Divide the number of DBE bidders and quotes by the number of all businesses to derive a base figure for the relative availability of DBEs in your market. When using this approach, we will establish a mechanism (documented in our goal submission) to directly capture data on DBE and non-DBE prime and subcontractors that submitted bids or quotes on our DOT-assisted contracts.

Any methodology we choose will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in our market. We understand that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of paragraph (c)(2) of this section (above), is not an acceptable alternative means of determining the availability of DBEs.

(d) Step 2. Once we have calculated a base figure, we will examine all of the evidence available in our jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at our overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the Port of Hood River market.

In establishing the overall goal, The Port of Hood River will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the Port of Hood River to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it



will occur before the Port of Hood River is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the Port of Hood River engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the Port of Hood River will publish a notice announcing the proposed overall goal before submission to the FAA on December 1st. The notice will be posted on the Port of Hood River's official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by FAA, the revised goal will be posted on the official internet web site:

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/acr/bus\\_ent\\_program/media/DBE%20and%20ACDBE%20Reporting%20Requirements%20for%20Airport%20Grant%20Recipients.pdf](https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/DBE%20and%20ACDBE%20Reporting%20Requirements%20for%20Airport%20Grant%20Recipients.pdf)

In addition, the public will be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the principal office of the Port of Hood River. This notice will provide that the Port of Hood River and FAA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. **The public comment period will not extend the December 1<sup>st</sup> deadline.**

The Overall Three-Year DBE Goal submission to FAA will include a summary of information and comments received, if any, during this public participation process and the Port of Hood River responses.

The Port of Hood River will begin using the overall goal on December 1 of the relevant period, unless other instructions from FAA have been received.

### Project Goals

If permitted or required by the FAA Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a DOT-assisted contract for the project.

### Prior Operating Administration Concurrence

The Port of Hood River understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by the Port of Hood River for calculating goals is inadequate, FAA may, after consulting with the Port of Hood River, adjust the overall goal or require that the goal be adjusted by the Port of Hood River. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

### **Section 26.47 Failure to meet overall goals**

The Port of Hood River cannot be penalized, or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the Port of Hood River fails to administer its DBE program in good faith.

The Port of Hood River understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The Port of Hood River understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- (3) The Port of Hood River will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

## **Section 26.51 Means Recipients Use to Meet Overall Goals**

### **Breakout of Estimated Race-Neutral & Race-Conscious Participation**

The Port of Hood River will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
- (3) Providing technical assistance and other services;
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses
- (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

### Contract Goals

The Port of Hood River will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small

businesses and by making contracts more accessible to small businesses, by means such as those provided under § 26.39.

If our approved projection under paragraph (c) of this section estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year, unless it becomes necessary in order meet our overall goal.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

### **Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals**

#### Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO or appointed representative is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsive

The Port of Hood River will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
  - (i) The names and addresses of DBE firms that will participate in the contract;
  - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
  - (iii) The dollar amount of the participation of each DBE firm participating; (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and (v) Written confirmation from each

listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.

(vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
- (4) Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

### Administrative reconsideration

Within 5 days of being informed by the Port of Hood River that it is not responsive because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Michael McElwee, Director  
 Port of Hood River  
 1000 E. Port Marina Drive  
 Hood River, OR 97031  
 (541) 386-5116

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

### Good Faith Efforts procedural requirements (post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of the Port of Hood River. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if the Port of Hood River agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) The Port of Hood River determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Port of Hood River written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that the Port of Hood River has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to the Port of Hood River, a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Port of Hood River, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Port of Hood River and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (e.g., safety), a response period shorter than five days may be provided.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

The contractor shall utilize the specific DBEs listed in the contractor's solicitation response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of the Port of Hood River as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Port of Hood River will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If the Port of Hood River requests documentation from the contractor under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary, at the request of the contractor. The Port of Hood River shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of the Port of Hood River may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

#### **Section 26.55      Counting DBE Participation**

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, DBE firms certified with NAICS code 237310 that exceed the business size standard in § 26.65(b) will remain eligible for DBE credit for work in that category as long as they do not exceed the small business size standard for that category, as adjusted by the United States Small Business Administration.

## **SUBPART D – CERTIFICATION STANDARDS**

### **Section 26.61 – 26.73 Certification Process**

The Port of Hood River will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. The Port of Hood River makes all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Carrie Hulse  
Program Manager  
Certification Office for Business Inclusion and Diversity (COBID)  
(503) 986-0075  
<http://www.oregon4biz.com/directory.php?d=1#cobid>

The Uniform Certification Application form and documentation requirements are found in Attachment 8 to this program.

## **SUBPART E – CERTIFICATION PROCEDURES**

### **Section 26.81 Unified Certification Programs**

The Port of Hood River is the member of a Unified Certification Program (UCP) administered by Oregon State. The UCP will meet all of the requirements of this section. A copy of the application is included in **Attachment 9**.

## **SUBPART F – COMPLIANCE AND ENFORCEMENT**

### **Section 26.101 Compliance Procedures Applicable to the Port of Hood River**

The Port of Hood River understands that if it fails to comply with any requirement of this part, the Port of Hood River may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.



**Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation**

Information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law will be safeguarded from disclosure to third parties.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The Port of Hood River, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The Port of Hood River understands that it is in noncompliance with Part 26 if it violates this prohibition.

**ATTACHMENTS**

- Attachment 1 Regulations: 49 CFR Part 26 or website link
- Attachment 2 Organizational Chart
- Attachment 3 Bidder's List Collection Form
- Attachment 4 DBE Directory or link to DBE Directory
- Attachment 5 Overall Goal Calculations
- Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
- Attachment 7 DBE Monitoring and Enforcement Mechanisms
- Attachment 8 DBE Certification Application Form
- Attachment 9 State's UCP Agreement
- Attachment 10 Small Business Element Program

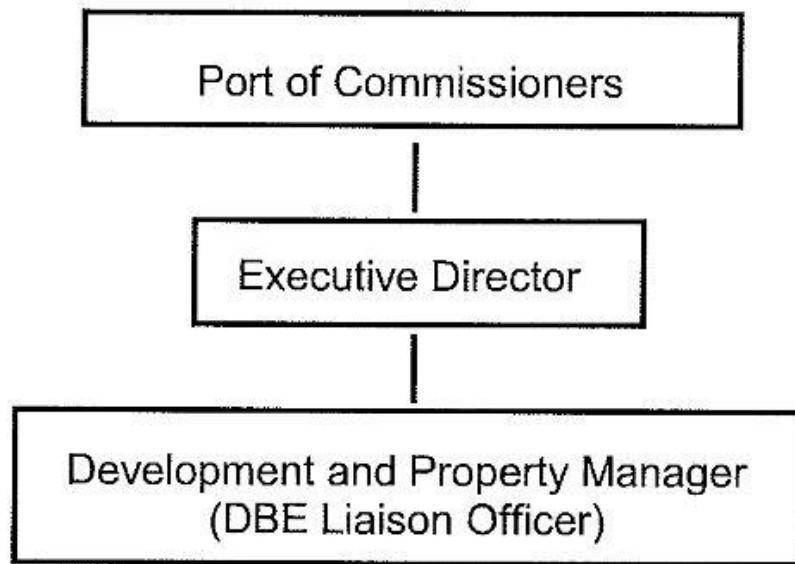
**ATTACHMENT 1**

Regulations: 49 CFR Part 26, or link to website

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl)

**ATTACHMENT 2**

**Organizational Chart**



**ATTACHMENT 3**  
Bidder's List Collection Form

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

**ATTACHMENT 4**

**Oregon DBE Directory or web link to DBE directory**

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

**ATTACHMENT 6**

**Demonstration of Good Faith Efforts - Forms 1 & 2**

**FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) Title

**FORM 2: LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

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The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

Submit this page for each DBE subcontractor.



## ATTACHMENT 7

### **DBE Monitoring and Enforcement Mechanisms**

The Port of Hood River has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to Secretary's Executive Order Number E 1009.02;

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

**ATTACHMENT 8**  
DBE Certification Application Form  
(New form October 2, 2014)

<https://www.transportation.gov/sites/dot.gov/files/docs/New%20DBE%20Certification%20Application%2011-18-2014.pdf>

**ATTACHMENT 9**  
State's UCP Agreement

<http://www.oregon4biz.com/How-We-Can-Help/COBID/DBE/>

## **ATTACHMENT 10**

### Small Business Element

#### **1. Objective/Strategies**

The Port of Hood River's objectives and strategies include:

- (1) Establishing a race-neutral small business set-aside for prime contracts under a stated amount (\$1 million).
- (2) In multi-year design-build contracts or other large contracts requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- (3) On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
- (5) To meet the portion of The Port of Hood River's overall goal you project to meet through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

#### **2. Definition of Small Business**

For purposes of this program, "small business" or "small business concern" will be defined as set forth in 49 CFR 26.5, which as of March 2012 is:

"... a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 26.65(b)."

#### **3. Verification**

The Port of Hood River will diligently attempt to minimize fraud and abuse in the Small Business Element of its DBE program by verifying program eligibility of firms.

#### **4. Monitoring/Record Keeping**

The Port of Hood River will maintain and monitor the records for the Small Business Element and be able to provide those records if requested.

#### **5. Implementation Timeline**

Implementation will occur within 6 months of FAA's approval.

#### **6. Assurance**

The Port of Hood River will provide the following assurances:

1. assurance that the program is authorized under state law;

2. assurance that certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
3. assurance that there are no geographic preferences or limitations imposed on any federally assisted procurement included in the program;
4. assurance that there are no limits on the number of contracts awarded to firms participating in the program but that every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and

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# Commission Memo



Prepared by: Daryl Stafford  
Date: October 20, 2020  
Re: Recommendations for Marina Rules & Regulations, and Rates for 2021

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## MARINA RULES AND REGULATIONS

As part of an annual review and update, staff and the Marina Committee recommend changes to the Marina Rules and Regulations to be implemented in January of the following year. The purpose of the proposed changes is to improve administration efficiency, safety and security, and to encourage best practices for the Marina.

Commission consideration is requested of the following notable changes, recommended by staff and the Marina Committee:

1. **Subleasing.** Add language to clearly state that subleasing may be allowed or not allowed at the Port's discretion. (Exhibit "A" - Rules and Regs page 12)
2. **Unauthorized Moorage.** Add language to discourage tenants from using unoccupied space not leased by them for secondary boats, dinghies or accessory watercrafts (Exhibit "A", Rules and Regs page 13)
3. **Boat House Floatation.** Set the date for owners to be compliant with the OSMB Green Marina to have all floatation, except for logs, encapsulated to USACE standards by May 1, 2022. (Exhibit "A", Rules and Regs page 15)

The attached draft 2021 Marina Rules and Regulations, Exhibit "A" has the suggested changes highlighted.

## MARINA RATES

Since 2014, the Port has increased Marina moorage lease rates by 6% to get closer to covering costs and self-sufficiency, along with working towards creating a cost recovery fund for future repairs and improvements. In FY 2019-2020, Marina Revenues exceeded expenses by \$31,668, establishing the recommended fund. Staff recommends an increase next year of only 2% to cover CPI. The adopted budget for 2021 depicts a positive cashflow from operations, which includes a 2% rate increase.

Attached Documents for reference:

- Exhibit "A"- Marina Rate Comparison
- Exhibit "B"- Marina Revenues and Expenses
- Exhibit "C"- Proposed Marina Rate Schedule

Bond covenant Special Assessments that correspond with the Marina Electrical and Boathouse Dock Replacement projects will remain the same for 2021:

- Marina Tenants Electrical Project: \$442.55 assessed until 2028
- Boathouse Tenants Dock Replacement: \$1,650.77 assessed until 2023

Staff requests the Commission consider the changes to the Rules and Regulations along with the 2% Moorage Rate change to be implemented January 1, 2021. A decision is needed before November 20 so that any changes may be properly communicated to the Marina tenants by December 1, as Port practice is to provide 30 days-notice to tenants before implementation on January 1.

**RECOMMENDATIONS:**

Approve 2021 Marina Rules and Regulations, subject to legal counsel review.

Approve 2021 Marina Moorage Lease Rate Schedule.



**PORT OF HOOD RIVER**  
**2021 MARINA MOORAGE RULES & REGULATIONS**  
Effective December 1, 2020

The purpose of these Rules and Regulations is to promote the safe and efficient operation of the Port of Hood River Marina (“Marina”) and provide better service for boaters and the public. It is the intent of the Port to encourage Tenants to contribute to the efficient operation of the Marina by following the rules and regulations established for this purpose.

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

Tenant agrees to comply with all applicable federal, state, county, and city laws and rules, and to comply with Port ordinances in addition to these Marina Moorage Rules & Regulations.

The Port reserves the right to change the Marina Moorage Rules & Regulations from time to time. Any such changes shall be posted on the Port’s website at [www.portofhoodriver.com](http://www.portofhoodriver.com), and shall be effective on the website posting date unless a later date is specified by the Port. Marina users are responsible for knowing, understanding and complying with the current and updated rules and regulations. Failure to adhere to these rules and regulations may result in moorage termination and penalties. The Port Commission authorizes Port staff, including the Marina Manager, to enforce these rules and regulations by written or verbal directions or any other legal means.

When a boat enters the Marina, it immediately comes under the jurisdiction of the Port and shall be berthed or anchored only where authorized by the Port. Port staff may deny the use of any of the facilities of the Marina or moorage when not in the best interest of the Port or the Marina.

The Marina is a regulated facility owned and operated by the Port. The intended use of a slips is for recreational purposes, not for storage. Any commercial activity in the Marina or on Port property requires a separate Port agreement that may or may not be granted.

The Port was originally certified by the Oregon State Marine Board in 2012 as a “Clean Marina.” Annual surveys are submitted to the OSMB and site visits are conducted every three years for recertification. The Port of Hood River Marina was recertified as a Clean Marina in 2018. Review the Clean Boater information available from the Oregon State Marine Board here:  
<https://www.oregon.gov/OSMB/boater-info/Pages/Clean-Marinas.aspx>

***Information is listed by topic in alphabetic order.***

**Agreements**

Moorage Rental Agreements with the Port will be executed only with the owner of the boat that is to occupy the assigned slip. Leasing a boat slip by a person who is not a boat owner is prohibited unless temporary permission is granted by the Marina Manager in limited circumstances.

Tenants must provide proof of ownership of the vessel that will occupy their assigned slip. Failure or inability to provide satisfactory proof of ownership will result in denial of moorage privileges or termination.

- Documents, including but not limited to the following, will be required:
  - a. Current certificate of Title showing proper owner(s), or loan documents.
  - b. Current State Registration Certificate or USCG Documentation showing owner(s).
  - c. Insurance with proper owner(s) listed.
- Tenant agreements may be denied, or tenancy may be terminated if any information related to an agreement is misrepresented, incomplete, inaccurate or falsified. The Port reserves the right to verify all verbal or written information presented to confirm that the Vessel in an assigned berth is, in fact, owned by the person who signed the Moorage Agreement, and to deny any application for any reason not specifically restricted by law.
- Contact information provided to the Port by the Tenant shall be kept current at all times, including emergency contact information. It is the tenant's responsibility to inform the Port of any changes.

All tenant boats MUST be moored in the slip assigned to the Tenant in a Moorage Agreement. All boats shall be the appropriate size for the slip and tied up in berths or at moorings according to good maritime practice. The **overall length** of the vessel must NOT exceed the assigned slip allowance without Port approval.

- Tenant acknowledges that Tenant has inspected the assigned slip and is satisfied the slip is in good condition and adequate for the safe mooring of Tenant's boat. Each Tenant accepts the Marina and Slip in their present condition and understands that the Marina dock and slip is being rented "AS-IS".
- The Port reserves the right to relocate any Tenant to another moorage slip at any time, and to allocate the use of any moorage as it deems necessary.
- No offensive activities shall be carried on by a Tenant at or in the immediate vicinity of the Marina. A Tenant shall not engage in any activity that might be dangerous to life or limb nor permit any objectionable noise or odor on Tenant's boat, in the Marina, or on adjacent premises, nor do anything which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the Marina or of the adjoining property by others. The Port reserves the right in its sole discretion to determine whether an activity is considered "offensive."
- A Tenant shall be responsible for and assure compliance with the terms of these rules and regulations by Tenant's invitees, guests and family members. Any violation or breach by them is a breach by Tenant.

### **Betterment Lists**

A "Betterment List" requesting notice of slip vacancies is available for annual Tenants whose accounts are in good standing, i.e., no unpaid balances. Tenants seeking to change slips should contact the Marina Manager. At the discretion of the Marina Manager, Tenants on the betterment list will be contacted when a slip becomes vacant.

- A Tenant must respond within three (3) business days after offered a vacated slip. If a tenant declines, no response is received or if the Tenant fails to move their vessel within the time allowed, the Tenant's right to occupy the Betterment slip will expire and the slip will be offered to the next person on the list.

- If a Betterment List offer expires, a Tenant who receives but does not accept an offer will retain their place on the Betterment List. However, if a Tenant is offered another Betterment move within twelve (12) months after the Tenant declines or fails to respond to the first Betterment offer within the time allowed, the Tenant will be removed from the Betterment List.
- Outside end slips are exempt from Betterment List requests.
- \$35 will be charged when a Tenant requests a “Betterment” move to a slip with the same length classification. Tenants seeking a boat slip with a different classification should apply for the appropriate “Wait List” and pay an Administrative fee.

### **Bulletin Board**

- All notices will be posted by Port Staff only. Notice requests may be emailed to [waterfront@portofhoodriver.com](mailto:waterfront@portofhoodriver.com), calling the Marina Manager at (541) 436-0797, or by dropping a notice at the Port office. All notices will be date stamped.
- Notices posted without permission will be REMOVED.
- Event notices may be placed no more than two (2) weeks prior to the event and will be removed the next business day following the event.
- Non-event notices, such as items “For Sale” will be posted for no more than three (3) weeks.

### **Defaults**

The following are a default of a Tenant’s moorage obligations:

- Failure to pay the Port moorage rental as per the Moorage Agreement or any other Marina fees or charges within ten (10) days after Port written notice of non-payment is sent to a Tenant.
- Failure of a Tenant to comply with any of the terms or conditions of any Port Marina rule or regulation within ten (10) days after written notice from the Port is sent to the Tenant. If such noncompliance cannot be cured within ten (10) days but may be cured within a short time thereafter, the Tenant may apply for and receive approval for an extension of time from the Port Executive Director, which may be granted or denied in their discretion.
- If a default is not remedied the Port may:
  - Terminate the moorage lease, evict the Tenant and boat and re-lease the slip.
  - Recover any unpaid rent, charges or fees and any of Port’s direct costs including staff and attorney’s fees, if any, before suit, after suit is filed and on appeal.
  - Take possession of the boat, its apparel, fixtures, equipment and furnishings, and retain possession at the Marina or elsewhere until all charges then owing, and all charges arising thereafter are fully paid, and all violations of the terms of any Moorage Agreement or Port Moorage Rules and Regulations have been cured, or if not cured dispose of the boat and items the Port has taken possession of.
  - These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.
- If a past-due payment default is cured, the tenant may be required, in the Port’s discretion, to make a single payment by January 31 for the following moorage year.

### **Dinghies and Accessory Watercrafts**

- A dinghy is considered a small boat carried or towed for use as a lifeboat or tender by a larger vessel and are typically less than 12 feet in length including any overhangs or protrusions from the Vessel including the motor. Accessory watercrafts or dinghies over 12'in length are not allowed as secondary watercrafts.
- Accessory watercrafts are considered jet skis, kayaks, skiffs, rowboats, etc.
- Dinghies or accessory watercrafts must be stowed on the Tenant's vessel or if small enough so as not to interfere with the regular moorage of any vessel (at the discretion of the Marina Manager), moored in the water at the stern or bow of the vessel so as not to exceed maximum overhang criteria and fit in the perimeter of the Tenant's slip. Dinghies may not be stored on the port or starboard side of the tenant's vessel.
- Dinghies or accessory watercrafts are not allowed on the docks or dock fingers.
- The Port has discretion to allow or not allow any dinghy or accessory watercraft in the water, based on the size, type or location. If the Port denies permission for maintaining an accessory watercraft at a Tenant's slip the Tenant must immediately remove the watercraft from the water or the slip.
- Non-motorized accessory watercraft including a dinghy, kayak or inflatable, are allowed at no charge if secured within the leased footprint within the slip.
- Fees: \$35 per motorized watercraft, per month, unless watercraft is an inflatable Tender used in service of boat and proper registration and insurance is provided.

### **Electric Power**

- Electrical meters are read and billed every quarter and on termination of a Moorage Agreement by the Port.
- Electricity to the Marina is provided by Pacific Power. The Port does not guarantee the continuity of electrical service to any boat or boathouse.
- All electrical service connections by Marina users and Tenants between Marina outlets and any boat must conform to National and State Electrical Codes. Shore power cords are to be secured so that they cannot cause damage to meter bases. Damage done to meter bases is the financial responsibility of the Vessel Owner.
- Without exception, all shore power cords must be "UL Approved", 30/50amp marine grade weatherproof cords with a twist lock configuration. Cords must be kept in good condition (no signs of corrosion, discoloration, or abnormal wear), be coiled, and kept out of the water. Cords should only be connected to and disconnected from the dock power pedestal when the breaker is in the "OFF" position. Cords should be installed to avoid strain being placed on the connection between cord and receptacle. Careful power cord installation and proper maintenance is critical to maintaining a safe and reliable electrical service.
- Splitters or adapters are not allowed at the shore power pedestal. Tenants are prohibited from plugging splitters or adapters into their shore power cords unless approved by Port Staff.
- Port Marina staff may disconnect undersized or non-compliant cords and may discontinue electrical service to such Tenant. Any damages resulting from disconnection of an unsatisfactory shore power cord will be at the Tenant's sole risk. Tenant expressly authorizes the Port to disconnect any unsuitable shore power cord and releases the Port from any claims resulting from such action. The use of house-hold extension cords or any other cord not complying with the foregoing requirements for shore power connections is strictly prohibited.

- The Marina’s main electrical system is designed to cut the power supply to an individual dock if a low-level ground fault is detected or to individual Ground Fault pedestals. It is critical that each Tenant maintain their vessel’s electrical system and connection to the dock pedestal to insure no ground faults occur. If the Port determines that a vessel has tripped the GFI system, the Tenant responsible for the vessel shall be notified and access to the Marina power supply shall be immediately terminated until the Tenant can demonstrate to the Port’s satisfaction that the ground fault hazard has been resolved and the vessel’s electrical system is in good working order. NO EXCEPTIONS.
- The Marina is an area where electrical shock hazards can occur. It is the Tenant’s responsibility to ensure that electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. NO SWIMMING is allowed in the Marina.

### **Fees**

Moorage rates and fees are published online at [www.portofhoodriver.com](http://www.portofhoodriver.com). Tenants are provided 30 days written notice of any rate adjustments.

- Tenants must make the annual payment in full within 60 days of the billing date. Invoices will typically be sent on or about January 2. Payment in full is due on March 1, 2021. A \$35 per month late fee applies to any unpaid balance after the due date. Tenants who have not made full payment within 90 days of the billing date, (April 1, 2021), identified on the statement will be considered in default.
- Utility Charges: Water/Garbage – each slip and boathouse Tenant will pay a flat \$5/month fee for water and garbage services that will be billed annually in January. This is a non-refundable fee. Electrical – each slip and boathouse Tenant will pay a minimum of \$5/month for electricity that will be billed annually in January, whether or not a Tenant uses electricity. This is a non-refundable fee. If the electrical usage is more than \$5/month, the overage for actual cost will be billed quarterly.
- Quarterly Electric and miscellaneous charges are payable by the Tenant within thirty (30) business days of the statement date. Outstanding electric utility invoices provided by the Port that are 60 days past due will incur a \$15 per month late fee.
- The Port reserves the right to terminate a moorage lease at any time if moorage payments or Marina charges are not paid by a Tenant when due.
- Time and materials charges may be charged to the Tenant if Port staff spends substantial time or incurs costs attending to boats in danger of sinking or that may be causing damages to other boats or Port property.
- Fee for motorized accessory watercraft in water is \$35 per month, unless watercraft is an inflatable Tender used in service of the vessel of record. Proper registration and insurance must be provided, and watercraft must fit in the leased footprint of the slip.

### **Garbage/Water**

Garbage receptacles are available at or near the Marina gate for use by Marina Tenants. Recycling is the responsibility of the tenant.

- See “Fees” section regarding the annual garbage and water charges.
- Garbage or other refuse of any type must always be placed in appropriate container. It may not be left at the Tenant’s slip or on the walkways. Marina garbage receptacles may not be used for

disposal of personal belongings brought from home or elsewhere, unrelated to Marina activities.

- Water is turned off in the Marina generally early October through April.
- It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.

### **Guest Moorage**

- No Tenant may allow a guest to moor a boat in the Tenant slip unless the guest has signed a sublease agreement previously approved by the Port.
- Visitors may use the boat launch guest dock at the Marina. Overnight fees apply and use of the guest dock shall not exceed the maximum limits posted.
- Guest moorage is not allowed for floatplanes in the Marina without prior approval of the Port Executive Director.

### **Hold Harmless**

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

### **Insurance**

- Appropriate insurance coverage must be maintained by each Tenant. Tenants must at all times during their moorage occupancy keep in effect a marine/watercraft insurance policy with general liability limits of at least \$500,000.
- Floatplane Tenants must keep in effect aircraft liability insurance with minimum coverage of \$1,000,000.
- Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of insurance shall be provided to the Port at the beginning of Tenant's moorage term. The Port may require that a Tenant provide proof of required insurance coverage renewal and at any time during moorage occupancy.
- It is the Tenant's responsibility to provide the Port with annual renewal documentation.
- The Port shall be entitled to receive written notice from a Tenant's insurance carrier thirty days prior to any insurance cancellation or expiration.
- Failure to provide or keep in force insurance required by this section shall be a Tenant violation of these rules and regulations, be a default of the Tenant's Moorage Rental Agreement and be grounds for the Port to terminate the Tenant's lease.
- Required insurance must remain in force even when the vessel is not occupying the slip.

### **Inspections**

Upon receiving a Port request, a boat or boathouse owner must grant permission within 24 hours for an on-board inspection of their vessel or boathouse by the Marina Manager or any other person designated by the Port to assure compliance with applicable Marina Rules and Regulations.

### **Keys/Key Cards**

- Tenants may receive up to two (2) key cards with no charge.
- Tenants may receive a maximum of four (4) cards issued per slip at any given time.
- Tenants shall pay a \$35 non-refundable fee per additional key card issued after two key cards.
- Damaged cards will be de-activated and replaced at no charge for the first two replaced cards.
- Lost Cards will be replaced for a \$35 charge.
- Key cards will be only issued to Marina Tenants.
- South Basin Dock keys, which require payment of a refundable \$50 key deposit per key, shall not be duplicated.

### **Liveaboards**

There shall be no continuous living aboard boats or boathouses in the Marina. Tenants and all other persons are absolutely prohibited from living, dwelling in, or on the space or from using the space as a dwelling unit, floating home or residence as defined under the Oregon Landlord and Tenant Act. Tenant shall not use or occupy, nor permit, the space to be used or occupied for any business user or for any purposes which would constitute waste, nuisance, or damage to the premises. No rentals of any kind are allowed. Tenants may not stay overnight on their boats in the Marina or boathouse for more than 3 nights in any seven-day period. This privilege may be reviewed or revoked by the Port in its discretion. Violation of this policy may result in eviction and termination of a Tenant's lease.

### **Maintenance and Vessel Repairs**

- No major repairs, as defined by the Oregon State Marine Board Clean Marina Standards, shall be made to boats while in slips or parking lots. In water hull scraping or removal of paint below the water line is prohibited. No pressure washing of boat hulls in parking lots or boat launches, or anywhere on Port Property.
- The Port maintains a "NO Discharge" policy in the Marina. All work on vessels in the water must comply with the OSMB Best Management Practices and the Department of Ecology. Vessel Owners shall abide by all Port, City, State, U.S Coast Guard, and other applicable regulations.
- All Tenant maintenance activities to be undertaken by a Tenant which may affect other boats, persons or the Marina must be reported by the Tenant to the Port in advance by phone, email sent to [waterfront@portofhoodriver.com](mailto:waterfront@portofhoodriver.com), or in person to Port staff to ensure the Tenant has permission for the proposed activity and for appropriate follow-up after maintenance activities are undertaken.
- Tenants will be notified at least 24-hours in advance of any scheduled maintenance work affecting all slips so that Tenants have the option to be being present when the work is done.
- Any alteration of a Marina slip is subject to prior written approval by the Port.
- All Marina users and Tenants must use biodegradable, non-toxic, phosphate free cleaners and/or soaps when cleaning their boat.

### **Notice to Tenants**

- News of interest from the Port to the Tenants will be by means of email. Tenants will need to update spam filters to allow mail from the portofhoodriver.com domains. It is the responsibility of the Tenant to inform the Marina Manager of any changes in their email, address or phone number.
- Port notification of Marina Rules and Regulations including new rules and modifications shall be effective when posted on the Port's website at [www.portofhoodriver.com](http://www.portofhoodriver.com). It is the Tenant's responsibility to know them. Tenants may obtain a copy online or request to have one mailed.
- Port notice to Tenant of a lease or rule and regulation violation, account default or termination shall either be personally delivered or sent certified mail to the Tenant's address on file. All notices to the Port shall either be personally delivered or sent certified mail to the Port. Tenant may change the address and contact information by personally delivering or sending the change via certified mail to the Port.

### **Parking/Special Events**

- Tenant parking in the lot adjacent to the moorage entrance gate is on a first-come basis and a parking space is not guaranteed. Parking shall be in a neat and orderly fashion. The Port may request removal or may remove, at Tenant's expense, any vehicle parked in an improper manner, as determined by Port.
- Parking for an extended period exceeding three (3) days must be approved in advance in writing by the Port. Storage of vehicles is not allowed.
- Boat trailers shall not be parked in the lot adjacent to the moorage entrance gate without Port written approval.
- Overnight camping is prohibited in the parking areas, and on all Port property. Port Ordinance 24 Parking rules apply. No person shall occupy their vehicle between the hours of 11p.m.-6.a.m.
- The Port, in its discretion due to special events in the adjacent park area, may limit access to the Marina parking lot and the hours of operations of the Marina facilities. The Port will attempt to provide notice of use limitations at least seven (7) days in advance by email and on the Port's website ([www.portofhoodriver.com](http://www.portofhoodriver.com)).
- If the Port posts a sign or signs in the marina area requiring that vehicle parking comply with these regulations or conditions listed on the sign, and a vehicle is parked in violation of sign requirements, the vehicle owner may be cited for violating a Port Ordinance, and if a Tenant is the owner of a vehicle violating posted parking requirements, or if a Tenant allows a guest to park a vehicle violating posted parking requirements, the Port may consider the Tenant to be in breach of the Tenant's Moorage Agreement.

### **Pets**

Dogs MUST be kept on leashes at all times on Port property, including on the docks. Owners are responsible to pick up after their pets and dispose of the waste in a trash receptacle. Absolutely no waste may go into the water.

### **Proof of Vessel Ownership & Partnerships**

All moorage applicants must provide proof of ownership of the vessel that will occupy their assigned berth. This vessel will become the "vessel of record" for that berth. Failure or inability to provide satisfactory proof of ownership to the Port will result in denial of moorage privileges or termination. Original documents showing the proper individual(s) as owner(s), including but not limited to the



following, will be required to establish proof of ownership:

1. Current Certificate of Title or financing papers.
2. Current State registration certificate or U.S. Coast Guard documentation papers. Registration information must be provided to the Port on an annual basis.
3. Current Insurance documentation.

The Port does recognize partnerships that are declared *prior* to signing Moorage Rental Agreements. Partners who have ownership in a boat must each provide their name and contact information at the time the agreement is drafted. Partners also must be named on any other Port Agreement, boat title, registration, and insurance coverage prior to occupying the slip.

- One partner must be designated as the “partner of record” and will be considered the primary person responsible for all moorage fees and moorage requirements.
- Moorage Status in the Marina is recognized as the primary responsible partner named in the Moorage Agreement who was the person who signed up on the waitlist for the slip.
- ***Partners taken on after the Agreement has been originated will have no rights to the moorage slip or tenancy in the Marina.***

### Registration

- All Vessels entering or leasing moorage in the Marina must have a valid identification permanently affixed to the hull and clearly visible from the outside. It is the Tenants responsibility to know and understand the Vessel registration requirements. Failure to display the registration number on the hull may be cause for refusal of moorage or other access to the Marina. State or Coast Guard registered vessels shall display registration numbers and a valid registration decal. Documented vessels shall have the documented name of the vessel and a valid registration decal displayed on the hull.
- A current copy of boat registration or Coast Guard Documentation will be presented to Port at the beginning of a moorage lease, and annually thereafter. Failure to provide these copies or failure to keep registration current shall be construed a default and breach of these rules and be grounds for the Port to terminate a Tenant’s lease.
- Any Tenant who attempts to retain their assigned slip using a boat that is not registered in the Tenant’s name will lose their right to occupy the leased slip.

### Safety/Security

- **No swimming**, diving, fishing, or fish cleaning will be permitted in the Marina. The Marina is an area where electrical shock hazards can occur. It is the Tenant’s responsibility to insure electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. **FOR YOUR SAFETY PLEASE DO NOT SWIM IN THE MARINA.** For more information on Electrical Shock Drowning go to: <https://www.boatus.com/seaworthy/assets/pdf/electric-shock-drowning-explained.pdf>
- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates on moorage walkways or ramps is prohibited.
- Tenants shall accompany children under 16 years and guests at all times.
- The conduct of a Tenant’s guest’s while in the Marina is the full responsibility of a host Tenant. A host Tenant shall meet all Tenant’s guests at the Marina locked gate to let them in and shall accompany their guests at all times while in the Marina.

- Disorderly conduct by Tenants and/or guests is cause for immediate termination of the Moorage Agreement and removal of the Tenant's boat from the Marina. This includes offensive language and loud and rude behavior to others. The Port shall have sole discretion to determine whether conduct is considered disorderly. Please do your part to maintain a family atmosphere at the Marina.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- All boats shall be tied up in berths or at moorings according to good maritime practice. Boats shall be tethered only to the cleats for their assigned slip, and be securely moored with adequate bow, stern and spring lines. No lines shall cross walkways.
- Boats must be tied so that no part of the boat or its attachments extends over the walkway. Bowsprits hanging over the dock float are prohibited.
- All mooring lines must be in good condition and not have any visible fraying.
- The Marina is a NO WAKE ZONE. Boats within the Marina must be operated at a speed less than that which will create a wake.

#### **Sale of Vessel or Change of Vessel**

- The assigned slip is for the use of the lessee/Moorage Tenant. In the event the Tenant sells the vessel of record, he/she must either terminate their lease, or purchase another boat within 6 months of the sale and provide proof of ownership to the Port office. The tenant is responsible for providing information on any change of vessel in the assigned slip whether permanent or temporary. Failure to do so is cause for termination of tenant's lease agreement.
- Moorage is non-transferable. The assigned slip is only for the use of the Tenant who is assigned the slip. If a vessel in the Marina is sold, the new owner must submit an application for moorage, and be placed on the appropriate waitlist, like any other person seeking moorage at the marina. A purchaser of a moorage user's vessel does not acquire the moorage user's assigned moorage slip or any other space in the Marina.
- If the Tenant sells their boat and gives notice to the Marina Manager that they are giving up their slip, the purchasing party may rent the slip as a sublease from the Port for a maximum of 3 months from the date of purchase, subject to prior approval from the Marina Manager. Proof of insurance, bill of sale and copy of registration application is required.
- A Tenant selling their boat does not have authority to transfer their interest in their moorage slip or key cards or to transfer their obligation to pay annual payments to a new boat owner.
- A Tenant may replace their vessel with another so long as it is compatible with their assigned slip, and updated registration, title and insurance information is provided to the Marina Manager prior to placement of the vessel in marina.
- If a Tenant chooses to give up their slip, once vacated, the slip will be offered to the next eligible betterment or waitlist participant in the manner defined in this document. Every effort will be made to rent the slip, and when a new rental agreement has been signed a pro-rated refund will be issued to the owner for any overpaid amount.

#### **Sanitation**

All vessels which moor in the Marina must be compliant with all Regulations established by the U.S. Coast Guard or other Federal or State Regulatory Agencies regarding marine sanitation devices and waste discharge. The discharge of treated or untreated sewage or blackwater is not permitted in the marina or any waters of the United States. FREE self-service pump-out facilities and port-a-potty discharge stations are located at the Marina fuel dock. All Marina users, including boat houses, shall use

these facilities for the disposal of raw sewage.

### **Seaworthiness**

Vessels moored in the Marina must, at all times, be operable and maintained in a safe seaworthy condition and not constitute a fire hazard or present a risk of sinking. Vessel hull, keel, decking, cabin and mast must be structurally sound and free from dry rot or other similar defects or deficiencies. If a vessel does not comply with these conditions, the vessel owner must immediately remove it from the Marina for repair.

The Marina Manager may ask a Tenant to demonstrate the seaworthiness of their vessel at any time.

- A vessel that in the opinion of the Marina Manager is hazardous to Marina property or facilities, other vessels or persons may be denied permission to remain on Marina premises.
- Any vessel which is poorly maintained, badly deteriorated or may damage persons or property may be required by the Port to be removed from the Marina at the owner's expense upon receipt of written request from the Port. At least thirty (30) day's advance written notice must be given to the vessel's owner to effect repairs except in cases where the Port believes there is an imminent threat or emergency. If a vessel owner who has been requested to remove a vessel from the Marina by the Port is unavailable or available but refuses to act upon such request, the Port shall have the right to cause removal of the vessel from the Marina at the owner's expense, and to terminate the moorage lease.
- Port and its agents and employees shall at all times have immediate access to each Tenant's boat while moored at the Marina in case of emergency: including fighting fires, remedying or preventing any casualty or potential hazard to the boat or the Marina, such as sinking.
- In an emergency situation, contact will be made with the primary Tenant on file. If the Tenant cannot be reached, the person they have designated as their emergency contact person will be called. If it is necessary for Port staff or agents to board a boat, Port and its agents and employees will not be responsible for any damage to the boat. The Port may charge Tenant costs of any Port staff time or contractor time and materials for stabilizing the boat.
- In non-emergency situations, it may be necessary for the Port to board a boat, primarily for purposes of Inspection. In such situations, the Port will contact the primary contact 24 hours in advance and board the boat with permission of the Tenant or accompanied by the Tenant.
- Tenant shall be responsible for any and all damage to the Marina, including a slip, caused by Tenant's boat or activities. Any boat that sinks in the Marina may require professional salvage at the Tenant's expense, as determined by the Port. If the Port believes a vessel is not being promptly and properly removed from the marina by a Tenant the Port may incur salvage expenses to remove the vessel, in which case Tenant will promptly reimburse the Port for those salvage expenses and any related expenses.

### **Shell Dock**

The Port's six shell dock storage spaces located on Dock C are rented on an annual basis from August 1 through July 31. Annual rent is due on August 1. Rules and Regulations specific to shell dock storage are outlined in the Shell Dock Annual Rental Agreement.

### **Storage on Piers or Dock Fingers**

- All users of the Marina or its facilities for moorage or otherwise, shall keep their vessel, boathouse and pier or dock fingers in the vicinity of their vessel, neat, clean, orderly at all times. Tenant slip areas must be maneuverable for the Tenant's vessel and other vessels. Storage of anything by a Tenant on piers or dock fingers is prohibited except in approved dock boxes,

chests, or steps.

- Main walkways and slip finger walkways shall be kept obstacle-free of boat supplies, accessories or debris by Tenants and Marina users. Tenant water hoses and electrical cords shall be neatly coiled when not in use. Tenants must remove anything of theirs from the Marina that does not fit onto their boat, dock box or chest.
- Each Tenant must obtain permission from the Port prior to placement of chests, dock boxes, steps, ramps or similar structures in the Marina. All chests and dock boxes must fit within the original triangle space at each slip, must not overhang or be placed in walkways, and must not exceed a height of 36 inches.
- Tenant storage of any potentially hazardous items or materials, batteries, oily rags, open paints, or other flammable or explosive materials are not allowed in dock boxes or chests and shall be immediately removed from Marina slips and the Marina area by Tenants.

### **Subleasing**

- The Port reserves the right to allow or suspend subleasing privileges at any time. Marina Wait list applicants shall have first consideration.
- If a Tenant will not be using his/her assigned berth for a period of time, the Port may permit a sublease of the berth provided a Tenant provides a proposed sublease and documentation to the Port to review and approve that complies with the provisions of the Marina sublease policy.
- Annual Tenants in good standing for a minimum of 12 months may sublease their slip to another boat owner for a maximum sublease term of 6 continuous months during a calendar year. A sublease of less than 30 days will not be permitted. Any agreement by a Tenant to sublease a slip without prior Port approval is a violation of the Tenant's lease and may result in lease termination.
- Sub Lessees must provide their boat title, proof of insurance, current registration and State ID to the Port prior to a sublease taking effect.
- An annual Tenant who applies for and receives Port permission to sublet a slip is responsible to promptly pay the Port all Marina fees and costs associated with the Tenant's slip when due and to assure their subtenant's compliance with all Marina Rules and Regulations during the sub-tenancy. All Port Marina bills will be sent to the Tenant. Notwithstanding a sub-tenancy, a Tenant is fully responsible to pay all charges that accrue on his/her account while subleasing and for collecting such charges from their sub lessee.
- A Tenant is responsible for the removal of their sub lessee's boat from the Tenant's slip at the expiration of the sublease. A Tenant's violation of this requirement is grounds for termination of the Tenant's lease.
- Monthly Payment of a moorage fee and Marina charges by a subtenant to a Tenant cannot exceed 1/12 the annual moorage fee and Marina charges payable by the Tenant. All sublease payments shall be between a Tenant and their subtenant.
- A Tenant is responsible to provide Marina gate cards to their subtenant.
- A subtenant's vessel shall not occupy a Tenant slip until ALL required information and payment of a \$100 administrative fee has been provided to the Port by the Tenant, the subtenant has met with the Marina Manager to review Marina rules & regulations, and the sublease has been approved by the Port. Any proposed change in a sublease must be approved by the Port. If a sublease change is approved, the Tenant is responsible to pay the Port a \$35 fee for each change.
- Sublease Application available here:

### **Termination**

- A Tenant who wishes to voluntarily terminate their moorage tenancy before the end of the term must notify the Port in writing not less than 60 days prior to the Tenant's proposed termination date. After a termination request is received the Port shall attempt to re-lease the slip for the remainder of the Tenant's term to someone else. The Tenant will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for three full calendar months following the month in which notification is received by the Port.
- If within the three month period after the Tenant's notice is received by the Port another boat owner executes a lease for the Tenant's slip and signs and provides lease documents satisfactory to the Port, the Tenant's lease shall be terminated and the Tenant shall receive a prorated refund of prepaid moorage and costs paid to the Port after the date a new tenant executes a moorage lease. If no new tenant signs a lease within the three month period the Tenant will remain responsible to pay accruing rent and Marina charges until the slip has been leased to another tenant or until the end of the Tenant's lease term, whichever occurs first.
- If the moorage agreement is terminated because the Tenant is in default the Tenant will receive written notification via Certified Letter US Postal service mail sent to the address stated in the Moorage Agreement.

### **Unauthorized Moorage**

- Tenants who utilize moorage for berthing boats, dinghies or accessory watercrafts that is not leased by the tenant, will result in denial of moorage privileges or termination.
- No person shall moor a boat adjacent to a Marina boathouse without prior Port permission. Moorage for an extra boat may be authorized by the Port in advance of moorage in the Port's discretion.
- If a boat, boathouse or floatplane is moored in the Marina without Port permission or the owner has refused or failed to sign a moorage rental agreement acceptable to the Port, the boat, boathouse or floatplane shall be subject to immediate eviction. The owner shall be responsible to comply with all Marina rules and regulations during occupancy, be liable for moorage rental charges based on the monthly moorage rate and may, in the Port's discretion, be charged fees a Marina moorage tenant would be responsible to pay and be required to pay for any damages caused to the Marina.
- A boat, boathouse or floatplane and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the Marina or elsewhere until the owner pays all charges then owing and all charges which thereafter accrue and until all violations of Port moorage rules and regulations are complied with. These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port Ordinance.

### **Utilization**

Slip must be utilized by Tenant with the vessel of record for at least 3 months out of a 12-month period with the exception of a leave of absence granted by the Executive Director. A leave of absence for up to one year may be granted when:

- There is a defined time period for the leave; and

- The owner's vessel will be located continuously outside of the area or the owner is in a prolonged period of finding, constructing, securing or delivering a new boat to the Marina or special circumstances.
- A tenant who anticipates being gone longer than one year must relinquish their slip and may apply in writing to the Executive Director for extended cruising status. A member granted extended cruising status may be placed at the top of the waitlist for the same size slip on their return.

### **Wait List**

- A \$100 administrative fee is charged to be on a Port moorage Wait List. This fee is non-refundable and not applied to moorage. A separate administrative fee shall be paid to be on any separate list. Updated Wait Lists are posted on the Port of Hood River website.
- Port staff will notify Wait List persons of potential slips that are available for lease. A slip will be offered to the top three names on the Wait List concurrently with a deadline of five (5) business days to respond to the offer. A slip will first be offered to the respondent listed in highest of the three people that were contacted, and if they don't accept the offer to the next highest. Persons who receive an offer but do not agree to accept the offer will maintain their current standing on the Wait List.
- Within fifteen (15) days of the acceptance of an offer, the Wait List person who has accepted the offer must enter into a signed lease and make a payment for the prorated moorage.
- Provided however, if the prospective tenant does not own a boat, they will be given thirty (30) days from the date of acceptance to purchase a boat to be placed in the slip or provide proof that a purchase transaction is pending. If the thirty (30) day requirement cannot be met and the prospective Tenant would like to remain on the Wait List, his or her name will be moved to the bottom of the WaitList.
- If a Wait List person is contacted but is non-responsive, they will maintain their current standing on the Wait List. However, if a second offer is made and the Wait List person is non-responsive or declines the offer, their name will be removed from the Wait List. If the name is removed, and the person wishes to stay on the Wait List, they will be required to pay another \$100 administrative fee for their name to be placed on the Wait List as of the date the application to be on the Wait List is received.
- If a slip becomes available for sublease, the Port will notify Wait List persons unless a Tenant has identified a boater who meets all sublease requirements. Waitlist Application available here: <https://portofhoodriver.com/product/marina-wait-list-entry/>

### **Waiver**

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

### **Boathouse Policies**

The Port is not responsible for any loss or damage to boathouse or watercraft in the Marina. Each owner will be held responsible for damage which he/she may cause to other boathouses or watercrafts in the Marina or for damage to any Port structure. Any boathouse or watercraft that sinks in the Marina shall be removed by the owner at his/her expense.

### **Responsibilities of Boathouse Owners:**

- All Boathouses shall have a state issued identifying number plate displayed in a location that is readily visible from the walkway providing access to the structure.
- A boathouse owner shall maintain his/her boathouse in a safe, neat and attractive condition, consistent with the Port's regulations, policies, and procedures.
- There are no liveaboards, subleases, short term rentals or rentals of any kind allowed in boathouses or vessels berthed in boathouses. See "Liveaboard" Policy.
- Debris, materials or accessories shall not be stored or otherwise allowed to accumulate outside boathouses, whether on or off the space let to the boathouse lessee. Supplies shall not be stored outside boathouses, whether on or off the space let to the boathouse lessee.
- Adequate flotation must be installed and maintained to ensure the stability of Tenant's boathouse and the safety of neighboring boathouses. Other than logs, any Flotation not encapsulated must be replaced and any replacement flotation must be material meeting current USACE specifications **by May 1, 2022**. Port Staff will work with owners to determine a reasonable amount of time for implementing replacement.
- All boathouses shall maintain a reasonable amount of freeboard in a uniform manner for safety reasons and to accommodate snow loads.
- Removal of snow build-up on boathouses will be the responsibility of the boathouse owner.
- The boathouse owner is responsible for providing and maintaining the electricity, meter base, and wire for the connection to the main power source. Installation and upkeep of the water hose or other connection to the main water line will be the responsibility of the boathouse owner.
- The boathouse owner is responsible for providing and maintaining chain and connectors on the boathouse for the attachment to the dock. The boathouse must have adequate structural capabilities to accept moorage attachments. Connections shall have enough clearance between the Port owned dock and the tenant's boathouse to allow space for maintenance work on the docks and utilities. This space can be left open or provide a hinged, removable cover that will provide the required clearance. All mooring connection and revision to existing systems must have prior Port approval.
- Boathouse owners, upon request, will provide access to their boathouses for the purpose of fire, electric, sanitation and safety inspection.
- Boathouse and boat owners must comply with Oregon Clean Marina requirements.
- There shall be no discharge of gray water, blackwater or sewage from a boathouse.

### **Responsibilities of the Port:**

- The Port will be responsible for supplying and maintaining the electric meter and the connection to the main power source.

- The Port will be responsible for providing connectors on the float for attaching the boathouse to the dock. Port will execute emergency repairs to boathouse attachment/chains at the expense of the boathouse owner.

**Rebuilding, Remodeling or Replacement:**

- The Port must approve the rebuilding, exterior remodeling or replacement of private boathouses in advance and in writing. Detailed plans of the proposed construction must be submitted to the Port Marina Manager and Executive Director, for approval by the Commission for construction, placement, design and or improvements. Failure to acquire prior authorization to rebuild or remodel may result in work stoppage and possible eviction.
- All construction involving boathouses shall conform to applicable codes of the City of Hood River, State of Oregon Floating Buildings and OSMB Clean Marina.
- Floatation shall meet USACE specifications. Floatation material shall be fabricated of materials manufactured for marine use. The float and its floatation material shall be 100% warranted for a minimum of 8 years against sinking, becoming waterlogged, cracking, peeling, fragmenting, or losing beads. All floats shall resist puncture and penetration and shall not be subject to damage by animals. Polystyrene floatation material used inside them shall be fire resistant. Floatation must be permanently affixed to the underside of the boathouse.
- The use of new or recycled plastic or metal drums or non-compartmentalized air containers for encasement or floats is prohibited.

**Sale of a Boathouse:**

- A boathouse owner must inform Marina Manager that Boathouse is for sale, and as soon as there is a likely sale or sale pending.
- No boathouse moorage space lease may be sold or assigned without the prior written consent of the Port. A boathouse owner must contact the Marina Manager to obtain current criteria and guidelines applicable to the owner and purchaser to continue or replace a boathouse moorage lease.
- Before a boathouse sale contract is signed the boathouse owner must schedule an inspection of the boathouse and moorage space with the Marina Manager, or another Port staff person or person under Port directive designated by the Marina Manager, to confirm boathouse compliance with OSMB Clean Marina Standards and that the boathouse complies with Port rules and regulations and does not pose any hazards. A boathouse owner and buyer must demonstrate to the Port's satisfaction that the boathouse to be sold and all boathouse connections comply with Port requirements.
- A lease of moorage space to a new boathouse owner will be granted by the Port, subject to compliance with this section and satisfactory compliance with the following checklist items.

**Check List – Pending Boathouse Sale:**

- Inspection of a boathouse, floatation and mooring attachments is satisfactory.
- Buyer completes new lease acceptable to Port to be executed upon receiving satisfactory Inspection.
- Boathouse insurance certificate.
- OSMB title update.
- Proof that a boathouse title transfer is in process which complies with applicable legal requirements.



**Bill of Sale transferring ownership:**

- FEE: The Port will charge a fee to review and approve a boathouse sale and moorage lease transfer or new moorage lease based on Port actual costs and Port staff time, plus an administrative fee of \$300. The fee will be assessed to the seller of the boat house.

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EXHIBIT A

Marina Rate Comparison- October, 2020

	<b>Marina</b>	<b>Annual up to 30'</b> (based on 30')	<b>Annual over 30'</b> (based on 38')	<b>Electric</b>
1	Big Eddy Marina (Private)	\$2,592.00	\$2,880.00	incl
2	Port of Arlington	\$600.00	\$864.00	usage/metered
3	Port of Astoria	\$1,470.00	\$1,728.00	usage/metered
4	Port of Brookings	\$1,397.70	\$1,670.04	usage/metered
5	Port of Camas	\$1,856.00	\$2,522.00	usage/metered
6	Port of Cascade Locks	\$1,060.00	\$1,356.00	usage/metered
7	<b>Port of Hood River</b> Includes \$443 annual Assessment	\$1,838.55	\$2,066.91	usage/metered
8	Port of Illwaco	\$1,020.39	\$1,224.47	usage/metered
9	Port of Kalama	\$1,332.00	\$1,968.00	incl
10	Port of Kennewick	\$1,638.60	\$2,070.00	incl
11	Port of Siuslaw Florence	\$1,345.00	\$1,680.00	usage/metered
12	Port of The Dalles	\$1,290.00	\$1,512.00	incl
13	Salpare (Private)	\$3,179.00	\$3,949.00	usage/metered
14	St. Helens Marina	\$2,376.00	\$2,851.20	incl

**Averages**

**\$1,642.52**

**\$2,024.40**

\*\*\* Not including immunities

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**PORT OF HOOD RIVER  
MARINA REVENUES AND EXPENDITURES**

	<b>Actuals</b>						<b>Budget</b>
	<b>FY 2014-15</b>	<b>FY 2015-16</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>
<i>Operating Revenues</i>							
Moorage - including subleases	\$ 157,356	\$ 175,341	\$ 185,313	\$ 194,337	220,547	228,752	\$ 236,900
Special Assessment	87,031	87,031	87,031	83,619	87,746	84,671	84,900
	<u>244,387</u>	<u>262,372</u>	<u>272,344</u>	<u>277,956</u>	<u>308,293</u>	<u>313,423</u>	<u>321,800</u>
Utility Service fee (Water, Garbage)		5,334	15,014	10,161	9,930	9,792	10,000
Electric Reimbursement	10,079	16,385	27,203	19,684	17,514	15,805	18,000
Miscellaneous	11,536	20,007	20,485	22,554	23,092	21,424	21,300
Grant	6,244	7,050	14,011	8,425	7,050	7,000	27,050
<i>Operating Revenues</i>	<u>272,246</u>	<u>311,148</u>	<u>349,057</u>	<u>338,780</u>	<u>365,879</u>	<u>367,444</u>	<u>398,150</u>
<i>Operating Expenses</i>							
Labor, taxes and burden	128,431	123,977	134,317	136,701	142,157	142,594	169,500
Electric, water and garbage	18,300	23,540	31,361	27,056	25,103	24,075	28,000
Insurance	14,681	15,053	12,709	7,473	5,888	6,865	7,100
Maintenance	15,371	19,729	28,789	29,505	46,196	28,451	35,000
Miscellaneous	15,287	12,158	11,121	11,658	15,630	10,635	11,000
Security/IT	5,491	3,547	5,115	4,699	5,377	6,879	9,000
Professional Services	10,131	11,764	5,675	8,566	7,290	6,330	35,000
Legal	5,298	2,551	2,369	2,080	3,740	2,306	5,000
<i>Operating Expenses before 2010 FlexLease Debt</i>	<u>212,990</u>	<u>212,319</u>	<u>231,456</u>	<u>227,738</u>	<u>251,381</u>	<u>228,135</u>	<u>299,600</u>
Debt Service - 2010 FlexLease	23,901	28,425	27,820	27,515	26,435	25,670	24,840
Debt Service - 2013 FlexLease	65,996	70,112	69,076	69,088	66,624	66,196	67,660
<i>Operating Expenses before Capital Outlay</i>	<u>302,887</u>	<u>310,856</u>	<u>328,352</u>	<u>324,341</u>	<u>344,440</u>	<u>320,001</u>	<u>392,100</u>
<i>Net Cashflow before Capital Outlay</i>	<u>(30,641)</u>	<u>292</u>	<u>20,705</u>	<u>14,440</u>	<u>21,440</u>	<u>47,443</u>	<u>6,050</u>
<i>Capital Outlay</i>	<u>98,544</u>	<u>\$ 10,973</u>	<u>\$ 45,924</u>	<u>\$ 22,374</u>	<u>9,063</u>	<u>9,063</u>	<u>\$ 145,000</u>

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**MARINA MOORAGE RATE SCHEDULE  
EFFECTIVE JANUARY 1, 2021**

**EXHIBIT C**

**Payment Terms**

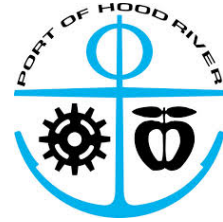
2% increase

<b>Moorage Rates - Slips and Boat Houses*</b>	<b>2014 Rate</b>	<b>2015 Rate</b>	<b>2016 Rate</b>	<b>2017 Rate</b>	<b>2018 Rate</b>	<b>2019 Rate</b>	<b>2020 Rate</b>	<b>2021 Rate</b>
<b><u>Moorage Slips - Boats 30 Feet and Under</u></b>								
Annual Rate - Boats Under 30 Feet	\$ 818.00	\$ 919.71	\$ 974.89	\$ 1,033.38	\$ 1,095.38	\$ 1,161.11	\$ 1,230.77	\$ 1,255.39
Annual Rate for C Dock Eastside - Boats Under 30 Feet	\$ 928.00	\$ 1,043.39	\$ 1,105.99	\$ 1,172.35	\$ 1,242.69	\$ 1,317.25	\$ 1,396.29	\$ 1,424.21
Annual Rate for C Dock South - Boats Under 30 Feet	\$ 869.00	\$ 977.06	\$ 1,035.68	\$ 1,097.82	\$ 1,163.69	\$ 1,233.51	\$ 1,307.52	\$ 1,333.67
<b><u>Moorage Slips - Boats Over 30 Feet</u></b>								
Annual Rate - \$3.36/Ft month	\$ 2.37	\$ 2.51	\$ 2.66	\$ 2.82	\$ 2.99	\$ 3.17	\$ 3.36	\$ 3.43
Annual Rate for C Dock South - \$3.56/FT/MO	\$ 2.51	\$ 2.66	\$ 2.82	\$ 2.99	\$ 3.17	\$ 3.36	\$ 3.56	\$ 3.63
<b><u>Floatplane Slips - Transient Floatplane Moorage NOT Available</u></b>								
Annual Rate - Minimum \$850 plus increase	\$ 783.00	\$ 901.60	\$ 955.70	\$ 1,013.04	\$ 1,073.82	\$ 1,138.25	\$ 1,206.54	\$ 1,230.68
<b><u>Boathouse Slips</u></b>								
Annual Rate - \$1.45/SQ FT/YR	\$ 1.02	\$ 1.08	\$ 1.15	\$ 1.22	\$ 1.29	\$ 1.37	\$ 1.45	\$ 1.48
<b><u>Visitor Dock Fee Schedule</u></b>								
	<b>Ovenight</b>							
<u>Length</u>	<b>Guest Rate</b>	<b>With Utilities</b>						
Under 20 Feet	\$ 12.00	N/A						10-day limit
20-29 Feet	\$ 20.00	\$ 25.00						
30-39 Feet	\$ 25.00	\$ 30.00						
40-49 Feet	\$ 30.00	\$ 35.00						
50-59 Feet	\$ 40.00	\$ 45.00						
60'-74' North Jetty Dock Only	\$ 60.00	\$ 75.00						
<b><u>Seasonal Moorage Lottery</u></b>								
6 Slips available for under 20' May-October	\$ 845.00							
<b><u>Shell Dock Storage</u></b>								
6 Racks available annual lease August - July	\$ 348.00							
<b>Annual Assessment for Marina Boat Slips</b>	\$ 442.55							expires 2028
<b>Annual Assessment for Boat Houses</b>	\$ 1,650.77							expires 2023

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# Commission Memo



Prepared by: Daryl Stafford  
Date: October 20, 2020  
Re: 2021 T-Hangar Rates and Lease Agreements

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## **T-HANGAR LEASE AGREEMENT**

As part of an annual review and update, staff and the Airport Advisory Committee (AAC) meet to discuss issues, concerns and requests from the tenants. Collaboratively they recommend changes to the T-Hangar Leases to be implemented in January of the following year.

The purpose of the proposed changes is to improve administration efficiency, safety and security, and to encourage best practices for the Airport. Commission consideration is requested of the following notable changes, recommended by staff and the AAC:

- 1. Annual Inspection Requirement.** Change language for inspection requirement for better clarity, Draft T-Hangar Lease page 1.
- 2. Change Policy to allow tenants to park their vehicles while out flying or on a trip with their aircraft.** Currently our policy does not allow this. Draft T-Hangar Lease page 2.

The attached draft 2021 Airport T-Hangar Lease has the suggested changes highlighted.

## **T-HANGAR RATES**

In an effort to move toward a cash positive position for the Airport, T-Hangars have had a 6% annual increases since 2018 to account for CPI and increased expenses. Staff recommends another 6% increase for 2020 and will develop a plan for Commission review that will depict the increase necessary over the next several years. There are currently 33 people on the T-Hangar Wait List.

Attached Documents for Reference:

- Exhibit "A"- T-Hangar Rate Comparison
- Exhibit "B"- Airport Revenues/Expenses

By approving next year's rates at this meeting, staff will be able to provide T-Hangar tenants with more than 30 days notification.

## **2021 Annual Rate: 6% Increase from 2020**

- T-Hangar A- \$3,635** - an increase of \$206 from 2020 rates
- T-Hangar B- \$3,671** - an increase of \$208 from 2020 rates

**T-Hangar C- \$4,063** - an increase of \$330 from 2020 rates

Commission approval is needed before November 30 so that any changes may be properly communicated to the T-Hangar Tenants by December 1, as Port practice is to provide 30 days-notice to tenants before implementation on January 1.

**RECOMMENDATIONS:**

Approve 2021 T-Hangar Lease Agreement.

Approve 2021 Airport T-Hangar Lease Rates.



# Port of Hood River

## Ken Jernstedt Airfield

1000 E. Port Marina Drive, Hood River, OR 97031  
Phone: 541-386-1645 email: porthr@gorge.net  
[www.portofhoodriver.com](http://www.portofhoodriver.com)

# T-Hangar Agreement

Tenant: Hangar #: Effective Date: January 1, 2021

Initial

- 1. Term/Automatic Renewal.** The undersigned ("Tenant") agrees to lease the Hangar Number location listed above at the Port of Hood River Ken Jernstedt Airfield ("premises" or "hangar"), to comply with all terms of this Agreement, and to abide by the ordinances, and applicable rules and regulations of the Port of Hood River ("Port"). The hangar shall only be used for the storage of one functional, visibly airworthy aircraft owned or leased by Tenant.

Tenant shall provide in writing to the Port annually before December 1, the following information:

- The N Number on the aircraft.
- The most recent annual maintenance record for the aircraft. A copy of the aircraft Annual Inspection sign-off indicating that the aircraft is currently airworthy.
- Proof of insurance for the aircraft with coverages required in section 3 below.
- Proof of ownership

This Agreement shall be considered in effect on and after the Effective Date stated above ("Effective Date"), provided the Port and Tenant both sign this Agreement and the information required above are provided to the Port. If this Agreement is in effect on December 31 any year, it shall automatically be renewed on January 1 of the following year, and shall remain in effect for that calendar year unless: (1) notice is given by the Port or Tenant prior to December 1 that the Agreement will be terminated on the following January 1, or (2) the Port notifies Tenant that Tenant must sign a new Lease Agreement or Lease Agreement amendment, or (3) Tenant has not provided the Port with any information required above. The Port reserves the right to terminate the automatic renewal of this Agreement prior to December 1 of any year, for any reason.

Initial

- 2. Charges.** Tenant has received, read, and agrees to pay applicable charges described in the Port's T-Hangar Rate Schedule in effect on the Effective Date stated above. If charges for annual T-Hangar tenancies are changed, the new charges payable by Tenant shall take effect on the next January 1 after the changes. Lease charges for the full calendar year shall be paid in full by Tenant during the first week of January in the year the Lease takes effect. Lease charges not paid within ten days of the due date shall constitute a breach of this Agreement and may be cause for termination. All payments due under the terms of this Agreement shall be payable by Tenant to the PORT OF HOOD RIVER at its office at 1000 E. Port Marina Drive, Hood River, OR 97031.

Initial

- 3. Insurance.** Tenant shall Provide the Port with a certificate of Aircraft and Passenger liability Insurance with a \$1,000,000 Single Occurrence limit and a \$100,000 per passenger limit. The certificate shall name the Port, its employees, agents and Commissioners as additional insured. The certificates will include a provision that gives the airport 30 days prior written notice of any modification or cancellation to the insurance policy.

4. **Access.** Tenant shall use only the hangar padlock and key provided by the Port to access the premises. Use of this lock is mandatory and is provided at the direction of the West Side Fire Department Fire Marshal. Replacement of this lock will be a violation of this Agreement with the Port. Tenant accepts as a condition of this Agreement Port's and the Fire Marshall's right of access to enter the hangar at any time. Port or the Fire Marshall will generally provide at least 24 hours' notice to Tenant of intent to enter the hangar if non-emergency access is needed for inspection or other reasons but may provide less notice in their discretion.

Access to "A" and "B" Hangars will be from the north access road only. Access to "C" Hangars will be from the south access road only. Crossing an active runway and taxiway by vehicle or crossing the RPZ (Runway Protection Zone) to access north or south hangars is a violation of this Agreement.

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

No maintenance of Tenant's aircraft shall be conducted in the hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

6. **Liability.** The Port hereby expressly disclaims any and all liability for damage to aircraft or any items stored or placed in or about the hangar. Tenant shall be liable for any damage to any persons, any property including Port property and to aircraft arising from Tenant's negligence, related to use of the hangar or unauthorized activities in the hangar.
7. **Unauthorized Activities.** ~~Tenant may not park automobiles in the hangar. Parking is to be confined to designated automobile parking areas only.~~
  - A. **Parking Restrictions;** The hangar may only be used to store Tenant's aircraft, and to temporarily park a motor vehicle (car, truck, motorcycle) owned by Tenant when Tenant's aircraft is being used outside the hangar. Tenant may not park Tenant's motor vehicle inside the hangar for a period exceeding 30 consecutive days. All other motor vehicle parking by Tenant or others must be at the designated, paved automobile parking area north of the airport access gate. No vehicle parking is allowed on a ramp or gravel pad areas.
  - B. **Commercial Activities Restrictions;** Tenant agrees that no commercial activities will be conducted on Port airport property, including the premises, without the express approval of the Port. This includes, but is not limited to, aircraft rental, charter, leasing, flight instruction, aerial survey work or photography work.
  - C. **Storage Restrictions;** Hangars are not to be used for material storage unrelated to aviation and Tenant's aircraft. Material expressly prohibited includes, but is not limited to, the following: motor vehicles, ammunition, snowmobiles, chainsaws, motor homes, travel trailers and recreational gear.



8. **Safety.** Flammable and combustible liquids shall not be dispensed into or removed from the fuel system of an aircraft within the aircraft hangar. Quantities of flammable and combustible liquids used for maintenance purposes shall not exceed 10 gallons stored in safe, approved containers. Aircraft, engines and parts of aircraft shall not be cleaned with a flammable liquid in the premises or within 50 feet of another aircraft, building or other hangar. Open flames, flame-producing devices and other sources of ignition are not permitted. Aircraft engines shall not be run in the hangar. Use of combustible materials for minor maintenance purposes requires Tenant to provide at a minimum, a 10 pound, 2A-10BC extinguisher for the premises. This extinguisher will be securely mounted near the premise entry. Oily rags and similar materials shall be stored in metal, metal-lined or other approved containers equipped with tight-fitting covers. Combustible rubbish shall be removed from the premises daily.
9. **Sub-Leasing Prohibited.** The hangar shall not be sub-leased nor shall this Agreement or any rights to use the hangar be assigned without the express written approval of the Port, which may be granted or denied in the Port's discretion. Storage or parking of aircraft not owned by or leased by Tenant shall be construed as a sub-lease and shall be grounds for termination of this Agreement.
10. **Termination.** This Agreement may be terminated by Tenant upon thirty (30) days' written notice to Port, in which case the Port will refund prepaid rental for the remaining months of this Agreement, excluding rent payable through the month of termination, or the month Tenant vacates the premises, which the Port shall be entitled to keep.

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

11. **Hold Harmless.** Tenant shall conduct their activities under this Agreement at Tenant's own risk, and shall defend, hold harmless and indemnify the Port of Hood River, its Commissioners, agents, officers and employees from any and all damages, demands, suits and actions whatsoever resulting from or because of any damage to property, or injury or death to any person(s) arising out of Tenant's or Tenant's invitee's negligent construction, maintenance, repair, alteration, operations, control or use of the premises, or any breach of terms of this Agreement.
12. **Security.** Tenant agrees to abide by and cooperate with Port in the enforcement and implementation of applicable FAA or Port airport security regulations and measures. Security of the hangar itself shall be the responsibility of Tenant. Tenant agrees to keep the doors to the hangar closed whenever possible. Tenant agrees not to unreasonably interfere with the use by others of an adjacent hangar.

13. **Port Policies.** The airport is governed by Port Ordinance 23 and 2017 Minimum Standards. Tenant is required to follow these two policies. Any breach of these policies could be cause for termination of this Lease at the Port's discretion.
14. **Enforcement.** If a legal action is brought to enforce this Agreement, the prevailing party shall be entitled to receive attorney's fees and court costs at trial and on appeal.
15. **FAA Requirements.**
  1. Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on or at the premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits ("facilities"), Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
  2. Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
16. **Prior and Future Agreements.** Any agreement in effect between Tenant and the Port concerning the premises on December 31, 2019, is extinguished after that date, and replaced by this Agreement if this Agreement is signed by the Port and Tenant. The Port reserves the right to amend the terms of this Agreement or replace this Agreement in the future as of January 1 of any year, by notifying Tenant of the new Agreement terms by December 1 prior to the following January 1.
17. **Time of Performance; Non-waiver.** Time is of the essence of payment dates and performance obligations required by this Agreement. Waiver by the Port of strict performance of any provision of this Agreement shall not be a waiver of the Port's right to require strict performance of the same or a different provision in the future.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Hangar Tenant Signature:** \_\_\_\_\_

**Port of Hood River Signature:** \_\_\_\_\_

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

Aircraft Information			
Aircraft Serial Number:		Aircraft Registration Number:	
Make:	Model:	Year:	
Distinguishing Aircraft Markings:			

Insurance Information	
Insurance Company:	Phone Number:
Insurance Agent:	Phone Number:
Policy Number:	Amount of Coverage:
Port Listed as Additional Insured <input type="checkbox"/>	Received Proof of Insurance <input type="checkbox"/>

*Please complete the following information:*

Tenant Information		
Registered Owner or Corporation:		Hangar:
Mailing Address:		
City:	State:	Zip Code:
Cell Phone:	Home/Work Phone:	
Email Address:		
If different than Mailing- Street Address:		
Additional Owner:		Phone:
Email:		
Address:		
Additional Owner:		Phone:

Initial

Email:	
Address:	
Additional Owner:	Phone:
Email:	
Address:	

Emergency Contact	
Name:	
Cell Phone:	Home/Work Phone:
Email:	

**TENANT INFORMATION:** Tenant acknowledges that information provided by the tenant is true, accurate and complete. Moorage Tenant shall notify the Port of any change in the information, including but not limited to, contact information such as address, phone and email.



**PORT OF HOOD RIVER**  
**Schedule of T-Hangar Rates for Comparison**  
**For the Year 2020**

EXHIBIT A

	<b>Airport</b>	<b>Phone</b>		<b>Rate Annual</b>	<b>Monthly</b>
1	Aurora State KUAO	503-686-5127	One Size	\$ 4,200.00	\$ 350.00
2	Corvallis	541-766-6783	Average	\$ 2,100.00	\$ 175.00
4	Hillsboro KHIO	503-750-0329	One Size	\$ 4,200.00	\$ 350.00
5	Hillsboro Twin Oaks	503-522-8952	Average	\$ 3,900.00	\$ 325.00
6	Hood River	541-386-1645	Average	\$ 3,249.00	\$ 270.75
9	Madras Municipal	541-475-4899	One Size	\$ 1,800.00	\$ 150.00
10	Port of Camas	360-835-2196	Average	\$ 4,008.00	\$ 334.00
12	Prineville Crook County	541-416-0805	One Size	\$ 2,880.00	\$ 240.00
13	Redmond Roberts Field	541-504-3499	One Size	\$ 2,760.00	\$ 230.00
14	Sisters Eagle Airport	541-719-0602	One Size	\$ 4,440.00	\$ 370.00
15	The Dalles Columbia Gorge Airport	509-767-2272	Small	\$ 3,420.00	\$ 285.00
16	The Dalles Columbia Gorge Airport	509-767-2272	Large	\$ 6,000.00	\$ 500.00
17	Troutdale Hangar City	503-223-7667	Small	\$ 3,420.00	\$ 285.00
18	Troutdale Hangar City	503-223-7667	Medium	\$ 4,716.00	\$ 393.00
19	Troutdale Hangar City	503-223-7667	Large	\$ 5,184.00	\$ 432.00
20	Vancouver Pearson	360-487-8619	Small	\$ 3,960.00	\$ 330.00
21	Vancouver Pearson	360-487-8619	Medium	\$ 5,892.00	\$ 491.00
22	Walla Walla	509-525-3100	Small	\$ 1,824.00	\$ 152.00
23	Walla Walla	509-525-3100	Medium	\$ 3,036.00	\$ 253.00

<b>Overall Average:</b>	\$ 3,086.48	\$ 257.21
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**PORT OF HOOD RIVER  
AIRPORT REVENUES AND EXPENDITURES**

EXHIBIT B

	<b>Actuals</b>					<b>Budget</b>	
	<b>FY 2015-16</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-2020</b>	<b>FY 2020-21</b>	<b>%</b>
<u><i>Operating Revenues</i></u>							
Leases	\$ 169,124	\$ 175,581	\$ 173,292	\$ 193,185	\$ 201,788	\$ 213,800	92%
Utility Reimbursement	10,257	15,150	12,819	13,111	13,041	15,000	6%
Tax Reimbursement	5,088	3,742	3,772	3,415	3,309	3,700	2%
Other	-	1,392	500	3,370	1,185	1,000	
<i>Operating Revenues</i>	<u>184,469</u>	<u>195,865</u>	<u>190,383</u>	<u>213,081</u>	<u>219,323</u>	<u>233,500</u>	100%
<u><i>Operating Expenses</i></u>							
Labor, taxes and burden	75,020	83,877	129,531	147,801	143,549	163,400	70%
Utilities	28,925	37,068	34,775	33,300	32,958	42,000	18%
Insurance	8,049	8,129	9,128	10,713	12,021	12,100	5%
Maintenance	53,322	54,085	38,066	41,228	52,730	55,000	24%
Miscellaneous	6,070	3,615	15,673	9,203	6,926	15,000	6%
Professional Services	20,482	70,308	21,779	13,802	27,540	30,000	13%
Property Taxes	5,087	3,703	3,751	3,803	3,782	4,000	2%
<i>Operating Expenses</i>	<u>196,955</u>	<u>260,785</u>	<u>252,703</u>	<u>259,851</u>	<u>279,506</u>	<u>321,500</u>	138%
<i>Cashflow before Capital Outlay</i>	<u>(12,486)</u>	<u>(64,920)</u>	<u>(62,320)</u>	<u>(46,770)</u>	<u>(60,183)</u>	<u>(88,000)</u>	
<u><i>Other Resources</i></u>							
Grant	61,377	191,011	1,288,808	312,298	1,389,445	3,769,000	
<i>Capital Outlay</i>	<u>\$ (76,139)</u>	<u>\$ (300,438)</u>	<u>\$ (1,993,951)</u>	<u>\$ (787,725)</u>	<u>(1,266,901)</u>	<u>\$ (4,513,900)</u>	
Net Other Resources	<u>(14,762)</u>	<u>(109,427)</u>	<u>(705,143)</u>	<u>(475,427)</u>	<u>122,544</u>	<u>(744,900)</u>	
<i>Net Cashflow</i>	<u>(27,248)</u>	<u>(174,347)</u>	<u>(767,463)</u>	<u>(522,197)</u>	<u>62,361</u>	<u>(832,900)</u>	

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: October 20, 2020  
Re: Memo of Understanding (MOU) formalizing  
the Bi-State Bridge Replacement Working Group (BSWG)

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The Bridge Replacement Bi-State Working Group (BSWG) has worked with governance consultant, Steve Siegel, to develop a proposed Memorandum of Understanding (MOU) over the last six months. In August, a working draft of the MOU was included in the Commission packet as part of the bridge update report. Commissioners Everitt (BSWG member) and Chapman (BSWG alternate) have been actively engaged in the formation of this document.

The MOU will be on the agendas for adoption by the partner agencies on the following dates: Klickitat County (Oct. 13), City of Hood River (Oct. 13), Hood River County (Oct. 19), Port of Hood River (Oct. 20), City of Bingen (Oct. 20), and City of White Salmon (Oct. 21). The Bridge Authority Study Bill legislation being introduced in both Salem and Olympia references this MOU.

The main responsibilities of the MOU include:

1. Guiding project development activities
2. Facilitating the implementation of a Bi-State Bridge Authority to own and manage the replacement bridge
3. Overseeing Phase 2 and, until the Bridge Authority is in operation, Phase 3 work
4. Providing for interagency coordination
5. Seeking funding for the construction of the replacement bridge at the local, state and federal levels

As funding is generated from either Washington or Oregon, the MOU is a framework for prioritizing work and allowing for a coordinated bi-state effort to advocate for bridge replacement.

**RECOMMENDATION:** Approve Memorandum of Understanding regarding the development of the Hood River-White Salmon Interstate replacement bridge.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE OREGON AND WASHINGTON PARTNERS REGARDING  
THE DEVELOPMENT OF THE HOOD-RIVER WHITE SALMON INTERSTATE REPLACEMENT BRIDGE**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into, by and between, the City of Bingen, City of White Salmon, and Klickitat County (the “Washington Partners”), and the City of Hood River, Hood River County, and Port of Hood River (the “Oregon Partners”). While nonbinding, this MOU establishes the methods by which the partnering agencies will, as the Bi-State Working Group (BSWG), cooperatively oversee, manage, and conduct project development for the Hood-River White Salmon Interstate Replacement Bridge (the “Replacement Bridge”).

**RECITALS**

1. The existing Hood River-White Salmon Interstate Bridge is obsolete and will not meet the long-term needs of the travel market it serves. Steps must be taken now to fund, design, and procure a Replacement Bridge to avoid an expensive rehabilitation of the existing bridge beginning in FY 2026.
2. In February 2008 the Partners adopted a memorandum of understanding to work cooperatively to seek funding for Final Environmental Impact Statement for the Replacement Bridge. In November 2011 the Partners adopted a memorandum of understanding selecting the preferred type, size, and location of the replacement bridge and agreeing to continue to work cooperatively for the Replacement Bridge.
3. The Port of Hood River, funded by an ODOT grant, is preparing a Supplementary (SDEIS) and Final (FEIS) Environmental Impact Statement of the Replacement Bridge to satisfy NEPA requirements. The Port established the Bi-State Working Group (BSWG), consisting of the Oregon and Washington Partners, to facilitate information exchange and coordination regarding the NEPA activities.
4. The BSWG identified two major requirements for advancing the Replacement Bridge project:
  - a. Governance: A bi-state governance structure, which includes representatives of the Oregon and Washington Partners, must be established to oversee the Replacement Bridge Project. The bi-state structure will be implemented in two phases. A legislatively-enacted bi-state bridge authority will best serve the long-term governance requirements of the Replacement Bridge. Between now and the start of the bi-state bridge authority, BSWG will guide the development of the Replacement Bridge.
  - b. Grant Funding: While toll revenue bonds are anticipated to pay for most of the cost to construct the Replacement Bridge, federal and/or state grant funding is required to complete project design and development and pay a portion of bridge construction. Acquiring these grant funds requires a coordinated effort by BSWG.
5. This MOU sets forth the role, responsibilities, and work plan of the, BSWG, agreed to by the Oregon and Washington Partners, to design, develop, implement a governance structure, and seek funding for the Replacement Bridge.

## UNDERSTANDING

### 1. Composition of BSWG

- 1.1. Klickitat and Hood River Counties, the Cities of Bingen, Hood River, and White Salmon, and the Port of Hood River (POHR) will each appoint one member of its governing body to the BSWG, and one member of its governing body as an alternate.
- 1.2. Each of these appointments will be made in the manner and for the term determined by the appointing body.
- 1.3. Each jurisdiction will promptly designate a new member, or alternate, to fill any vacancy that arises.

### 2. Purpose and Authority of BSWG

- 2.1. BSWG will be responsible for:
  - Guiding project development activities and resolving issues by consensus
  - Overseeing Phase 2 and, until the Bi-State Authority is operational, Phase 3 work.
  - Providing for interagency coordination on all project issues
  - Facilitating the implementation of the Bi-State Authority
  - Seeking the funding necessary to design, develop, and construct the Replacement Bridge.
- 2.2. The governing bodies of the jurisdictions will be responsible for approving or rejecting the budgets, work plans, or other actions required of their organization by the consensus direction set by BSWG.

### 3. Public Engagement

- 3.1. BSWG is responsible for undertaking an open and equitable public engagement process for the Replacement Bridge.
- 3.2. BSWG will issue periodic newsletters and maintain a website to keep the public updated on project activities.
- 3.3. Meetings of BSWG will follow the applicable public meeting and records laws of Oregon and Washington.
- 3.4. BSWG will ensure there are meaningful opportunities for public input at key decision points during project development.

### 4. Project Development Work Plan

- 4.1. BSWG will cooperatively take the actions needed to develop a Replacement Bridge that is construction-ready no later than FY2026.
- 4.2. Subject to funding availability, the Phase 2 work (between January 2021 and June 2023) is anticipated to include the following:



- a. Completing up to 15% engineering design (including geotechnical analyses)
  - b. Level 2 traffic and toll revenue study
  - c. Preliminary financial analyses
  - d. Preparing and securing Bi-State Authority legislation
  - e. Preliminary assessment of Public-Private Partnerships (P3) opportunities (If P3 is selected as the preferred project delivery method, some work activities in Phase 2 and 3 will change)
  - f. Securing grant funding for Phase 3 of project design and development
- 4.3. Subject to funding availability, the Phase 3 work (between July 2023 and June 2025) is anticipated to include the following:
- a. Completing at least 60% engineering design
  - b. Investment grade traffic and toll revenue study
  - c. Preparation of Plan of Finance for lenders, granting authorities, and rating agencies
  - d. Further P3 consideration or procurement, as may be appropriate
  - e. Implementation of the Bi-State Authority
  - f. Securing grants and credit ratings and making loan applications for design and construction.
- 4.4. The work activities included in Phase 2 and 3 will be adjusted as may be necessary to be affordable with available funding.

## **5. Management of Project Development**

- 5.1. All project development work will be undertaken by a Lead Agency agreed to by BSWG. POHR will be the lead agency for Phase 2 work. The Lead Agency for Phase 3 depends on future circumstances. If the Bi-State Authority is operational before the start of Phase 3, it will be the Lead Agency. Otherwise BSWG will agree on a Phase 3 Lead Agency.
- 5.2. The Lead Agency will, within the available budget:
- a. Retain a Project Director to oversee required day-to-day technical and administrative work
  - b. Procure and manage the consulting teams required by the work plan
  - c. Staff BSWG meetings
  - d. Ensure that BSWG is provided technical reports and presentations required by BSWG.
  - e. Coordinate the legislative program described in Section 9
  - f. In the name of BSWG, undertake the necessary public engagement and stakeholder coordination, as directed by BSWG
- 5.3. The member jurisdictions shall coordinate with the Project Director with respect to any work activities regarding the Replacement Bridge they undertake.

## **6. Funding of Work Activities**

- 6.1. BSWG is responsible for securing the grant funding required to complete project development and to construct the Replacement Bridge.
- 6.2. BSWG will seek funding contributions for from Oregon and Washington agencies/jurisdictions with the intent of securing equitable contributions from Oregon and Washington agencies/jurisdictions during project design, development, and construction.

- 6.3. Bi-state funding will be pooled so that project development work can be prioritized, procured, and managed by the Lead Agency to implement the work plan agreed to by BSWG.
- 6.4. Funding will be provided to the Lead Agency through interlocal/governmental agreements; granting agency will oversee the work to ensure it complies with the terms and conditions of the granting agency.

## **7. Long-Term Governance**

- 7.1. BSWG will seek to establish an independent Bi-State Authority for the long-term governance of the development, financing, construction, and operations of the Replacement Bridge.
- 7.2. BSWG will prepare and propose bi-state legislation establishing the Bi-State Authority during the 2022 or 2023 legislative sessions; BSWG intends to have the Bi-State Authority operational no later than FY2024.
- 7.3. Prior to proposing legislation establishing the Bi-State Authority to the Oregon and Washington legislatures, BSWG will seek supporting resolutions from the governing bodies represented on BSWG.
- 7.4. If the Bi-State Authority is not approved by the Oregon and Washington legislatures, BSWG will continue in its role as described in this MOU.

## **8. Public-Private Partnership (P3)**

- 8.1. BSWG will continue to examine the P3 option, including soliciting industry opinion regarding the potential P3 market for the Replacement Bridge during Phase 2 of project development. If P3 is determined to be the preferred project delivery method, the work plan for Phases 2 and 3 would be adjusted accordingly.
- 8.2. P3 authority will be proposed for the Bi-State Authority similar to that of POHR.
- 8.3. If (a) the Bi-State Authority is not approved or sufficient grant funding is not secured for Phase 3 work and (b) BSWG concludes that a P3 project may be practical, BSWG will consider recommending to POHR that, in cooperation with BSWG, it undertake the project as a P3 under its existing authority.

## **9. Legislative Strategy**

- 9.1. The members of BSWG will be mutually responsible for seeking bi-state legislative approvals of the governance and funding proposals prepared by BSWG.
- 9.2. The Project Director will be responsible for coordinating the efforts of BSWG with regard to seeking legislation.
- 9.3. During Phase 2, POHR will provide a lead government affairs consultant for the Oregon and Washington legislative sessions. The BSWG members will facilitate the assistance of government affairs staff/consultant retained by their jurisdiction to assist the lead government affairs consultants.

9.4. BSWG intends to undertake the following legislative efforts (in each state):

- a. 2021 Session: Seek legislation requiring BSWG to study and prepare legislation establishing a Bi-State Authority to govern the design, development, and operations of the Replacement Bridge and to report its findings to applicable legislative committees in each state prior to the 2022 legislative sessions. Seek a \$5 million grant from each of Oregon and Washington to fund Phase 2 project development and engineering activities
- b. 2022 Session: Seek approval of legislation creating the Bi-State Authority.
- c. 2023 Session: If not enacted in the 2022 Session, seek approval of legislation creating the Bi-State Authority. Seek grant contributions from each of Oregon and Washington to fund Phase 3 project development and engineering activities and, if appropriate, construction of the Replacement Bridge.
- d. 2025 Session: If not approved earlier, seek contributions from Oregon and Washington to fund the construction of the Replacement Bridge.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date below.

\_\_\_\_\_  
Mayor Betty Barnes, City of Bingen

Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor Kate McBride, City of Hood River

Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor Marla Keethler, City of White Salmon

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman Mike Oates, Hood River County

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman Jim Sizemore, Klickitat County

Date: \_\_\_\_\_

\_\_\_\_\_  
President John Everitt, Port of Hood River

Date: \_\_\_\_\_