



PORT OF HOOD RIVER COMMISSION

REVISED AGENDA

Tuesday, August 20, 2024

Port Conference Room

1000 E. Port Marina Drive, Hood River

1. **Call to Order** – 5:00 PM
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit)
 1. Rick Hollatz, Contesting parking ticket (*written, Pg. 3*)

2. **Consent Agenda**
 - a. Approve Minutes from the July 16, 2024 Regular Session (*P. Rosas, Pg. 5*)
 - b. Approve a Resolution Celebrating the Centennial Anniversary of the Hood River Bridge (*K. Greenwood, Pg. 9*)
 - c. Approve a no-cost contract amendment with WSP for intersection work on Lot 1 (*K. Greenwood, Pg. 17*)
 - d. Approve a no-cost contract amendment with KPFF for intersection work on Lot 1 (*K. Greenwood, Pg. 25*)
 - e. Approve Janitorial Contract with Allied Maintenance (*R. Klapprich, Pg. 37*)
 - f. Approve a Resolution Updating AAC Rules and Making Appointments (*K. Greenwood, Pg. 45*)
 - g. Approve FAA grant agreements and amendments for So. Apron T-Hanger and Taxi Lane Improvements (*K. Greenwood, Pg. 49*)
 - h. Approve lease with Hood Aero for Heli Hangar (*K. Greenwood, Pg. 121*)
 - i. Approve Contract for \$18,920 with Finish Line Concrete Cutting at the Big 7 Building (*R. Klapprich, Pg. 139*)
 - j. Approve Accounts Payable to Beery, Elsner & Hammond, LLP (*D. Smith-Wagar, Pg. 149*)
 - k. Approve Lease with Clay Commons in the Big 7 Building (*K. Greenwood*)

3. **Informational Reports**
 - a. Bridge Replacement Project Update (*Michael Shannon, Pg. 153*)

4. **Presentations & Discussion Items**
 - a. New Procurement Rule Policies (*K. Greenwood, Pg. 159*)

5. **Executive Director Report** (*K. Greenwood, Pg. 165*)

6. **Commissioner, Committee Reports**

7. **Action Items**

8. **Commission Call/Upcoming Meetings**
 - a. Upcominga. Regular Session – September 17, 2024

- b. Regular Session – October 15, 2024
- c. Fall Planning / Regular Session – November 19, 2024

9. Confirmation of Commission Directives to Staff

10. **Executive Session** - If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) –Security Programs, ORS 192.660(2)(n) – Labor Negotiations.
- a. Executive Director Performance Review Process

11. Possible Action

12. 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.*

Real estate update

Big 7:

1. the Clay Commons has a proposed lease for approval in the packet. This is a three year lease for 2,922sf and 2(2) year renewal options. The Tenant is asking for 2 windows, some carpet to be removed and paint. The port will also need to install a door from the suit to the hallway, which is a large opening. The Tenant has requested a roll up door for that location.

Clay commons is a clay studio for both classes and professional clay product manufacturing. They have kilns for finishing the clay and the operation is similar to wolf ceramics in set up. However, Clay commons also does a lot of publicly available classes as well.

2. Hood River art collective: this is a new organization who is putting together an art collective. This will house spaces for artists Tom create work as well as sell it, host classes and collaborate. Anne is working with them to get a lease for approval in the fall. The two tenants are helping to create a vibrant art maker space in big 7. It's well suited for that purpose. The improvements required will enable these leases to move forward; window installs, painting and installation of a shared utility sink. Electronic assemblers occupied this space for a number of years and it is standard for some improvements to be completed when a new tenant moves in. Anne feels that the requests are reasonable and will improve the space for the long term

Wasco building: Anne walked a tenant through last week who would like to move forward with about 3,000sf. Marketing for this building will begin next week as negotiations with a large tenant who was interested in the entire building fell through.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between PORT OF HOOD RIVER, an Oregon municipal corporation, hereinafter referred to as "Lessor," and The Clay Common, an Oregon [sole proprietorship; partnership; corporation; limited liability company], hereinafter referred to as "Lessee." Lessor and Lessee may hereafter be referred to individually as a "party" or collectively as the "parties".

1. **Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 3,600 square feet of space in Lessor’s building commonly known as the Big 7 Building ("Building") located at 616 Industrial St., Hood River, Oregon ("Leased Premises"). The Leased Premises are identified in the attached "Exhibit A."

Building Name:	Big 7
Building Address:	616 Industrial Street, Hood River, OR 97031
Lessee Suite/Description:	302 and 302A
Leased Actual SF Area:	302-2,288 and 302A 634= 2,922 ActualSF
Rentable Area:	3,273

Lessor also grants Lessee a nonexclusive license to use, in common with others, the Common Area as further described on Section 6 of this Lease.

2. **Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **October 1, 2024** and continuing through **September 30, 2027**. Rent Commencement shall occur upon occupancy and finalization of Tenant Funded Improvements, but in no event later than November 1, 2024. Lessee has the option to extend the Lease for two (2) extension term(s) of two (2) year(s) each, through June 30, 2031, provided that (i) Lessee gives Lessor written notice of Lessee's intent to renew the Lease for the additional term while the Lease is in effect(ii) the Lease is in full force and effect, (iii) Lessee has not been in Default beyond any applicable cure periods more than two times in the last year of the initial term of the Lease, (iv) the creditworthiness of Lessee, as revealed by its most current financial statements, is materially the same as or better than on the date of the Lease, and (v) the current use of the Leased Premises is consistent with the Permitted Use or other use approved by Lessor. To be effective, Lessee’s notice to renew must be received by Lessor no later than ninety (90) calendar days prior to the Lease termination date.

Effective Date:	September 1, 2024
Lease Expiration Date:	August 31, 2027
Renewal Options:	2 (2) year options
Renewal Notice Requirement:	180 days

3. **Allowed Use.** Lessee shall use the Leased Premises for clay studio and clay classes. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor’s discretion.

4. **Rentable Area Load Factor.** Each Building tenant, including Lessee, is responsible to pay for their share of Building Operating Expenses related to "Building Common Areas" consisting of interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells,

mechanical, IT, electrical and janitorial closets, shared restrooms and elevators. A “Load Factor” is calculated to determine Rentable Area Square Footage for Base Rent and payments owed for Operating Expenses, which is in addition to Base Rent.

Load Factor Formula: The total Building square footage is 42,017 SF. The Building Common Area square footage is 5,123 SF. The total Building square footage divided by the total Building square footage minus the Building Common Area square footage equals the Load Factor. The (Building Name) Load Factor is 12 %.

Rentable “Area square footage” is the Leased Premises square footage (SF) times the Load Factor (12%). $2922 \text{ SF} * .12\% = 3,273$. The Rentable Area square footage used to calculate Rent as defined below, is **3273SF**.

5. Rent

The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

5.1 Base Rent. Beginning on the Commencement Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
302 & 302A	3,273 SF	\$0.60	1,964

5.1.1 Consumer Price Index (CPI). Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (“CPI”) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than one (1) percent and in no case will it be greater than 5%.

5.2 Additional Rent. Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 5.3.1 and Taxes and Assessments as defined in Section 5.3.2. Additional Rent shall be payable by Lessee to Lessor on the first calendar day of each month.

5.3 Additional Rent Calculation.

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
3273	\$0.35	\$1,145

5.3.1 Operating Expenses. Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Building Common Areas, and “Building Exterior Areas” which are located on Lessor property adjacent and related to the Building, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

5.3.1.1 All costs and expenses incurred by Lessor in maintaining and repairing the Building, the Building Common Areas and Building Exterior Areas, including but not limited to:

5.3.1.1.1 General Building Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;

5.3.1.1.2 Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;

5.3.1.1.3 Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;

5.3.1.1.4 General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.

5.3.1.1.5 Property management and administration fees required to enable the Building to be used by tenants and maintained.

5.3.1.2 All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

5.3.1.3 Operating Expenses shall not include (a) Lessor’s capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) attorneys’ fees incurred in enforcing the terms of any Building lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor’s general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building

Exterior Areas and (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

5.3.2 Taxes and Assessments. Lessee shall pay its proportionate share of all actual assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building, Building Common Areas and Building Exterior Areas and the property on which those sit, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

5.3.3 Annual Adjustment/Reconciliations. Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, provided Lessee is not in default of the Lease, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Or where the Term of the Lease has expired, refund the amount of overpayment to Lessee. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's estimated forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount accordingly beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

The provisions of this Section 5.3. shall survive the termination of this Lease.

5.3.4 Renewal Option Rent.
The renewal term base rent will be at the same rate as the prior term plus the CPI adjustment.

5.3.5 Late Charge; Interest. Rent not paid when due shall bear interest until paid the rate of twelve percent (12%) per annum from the due date until paid. Lessor may impose a late charge of five percent (5%) of the overdue payment (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease.

6. Building Common Areas and Building Exterior Areas. Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use and benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit A". Use of available Building Common Areas and Building Exterior Areas shall be subject to compatible, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.

6.1 Building Exterior Areas. Include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants as shown in the attached Exhibit B.

6.2 Building Common Areas. Include: interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators.

7. Parking. Lessee may park vehicles in Building Exterior Areas designated by Lessor for vehicle parking when parking spaces are available. As part of this Lease Lessee may also park vehicles in two (2) designated parking spaces located North of the building. Lessor shall have no obligation to monitor parking or enforce parking restrictions associated with Lessee's designated parking spaces.

8. Maintenance and Repair. Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. Lessee shall pay a proportional share (based on its Rentable Area square footage) share of the cost of Lessor maintenance and repair activities as Additional Rent.

8.1 Lessor Obligations. Lessor shall maintain the Building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Building Exterior Areas, and Building Common Areas, including stairs,

corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee and other building tenants, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Building. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

8.2 Lessee Obligations. During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition and repair to the reasonable satisfaction of Lessor and shall cause or permit any waste thereto. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses. Notwithstanding, Lessee shall promptly report to Lessor damage or any and all injury occurring in or to the Property.

All Lessee maintenance and repair work shall be performed only by a licensed contractor meeting, at a minimum, Lessee's standard services procurement standards both historically established for the Property and presently maintained for the Property. Lessor shall not be responsible for the cost of any alterations of or repairs to the Property of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the Parties. If Lessee fails to repair and maintain the Property in good operating order, Lessor reserves the right in its sole discretion to perform the necessary repairs and maintenance of the Property subject to reimbursement from Lessee for the full cost of such repairs and maintenance. Upon written notice from Lessor, Lessee shall reimburse Lessor for the full cost of Lessor's repairs and maintenance, which shall be considered Additional Rent. Lessee shall hold Lessor harmless from any liens that may be placed on the Property. If a lien is filed, Lessee must discharge the lien within twenty (20) days after receiving it. If Lessee fails to discharge the lien, Lessor may procure a discharge at Lessee's expense, which Lessor must immediately pay on demand and may declare a default by lessee.

9. Indemnification and Insurance

9.1 Lessee Hold Harmless Agreement. Lessee agrees to indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations relating to the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee, Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, attorney fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding

is brought against Lessor, Lessor's Port Commissioners, officers, employees or agents by reason of any such claim, Lessee, upon notice from Lessor covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

9.2 Lessee Insurance. On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises, including without limitation all common areas. The combined single limit shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Four Million Dollar (\$4,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b). Property Damage insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

(c) Lessee shall also immediately obtain and keep in force during the remaining Term of Lease workers' compensation insurance in full compliance with applicable state or jurisdictional statutory requirements. Lessee will provide Lessor with a copy of a certificate evidencing such insurance.

9.3 Waiver of Claims and Subrogation. Lessor and Lessee each hereby releases and waives any and all rights to recover from or proceed against the other Party and its employees, agents and contractors, for loss or damage to any property of the releasing Party or any person claiming through the releasing Party arising from any of the risks covered by property insurance maintained or required under this Lease to be maintained by the releasing Party under this Lease. Lessor and Lessee shall each cause their insurance policies to contain a waiver of subrogation provision consistent with the foregoing. The above waiver of claims and subrogation applies whether or not there are any deductibles or self-insurance.

9.4 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's

intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

9.5 Eminent Domain. If more than twenty- five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against Lessor or the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

10. Lessor Funded Lessee Improvements. If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease. This is included in Exhibit C, Work Letter.

11. Lessee Alterations. Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor. Under any circumstance, Lessee agrees to only contract with a Lessor-approved contractor for the performance of such alterations and obtain all necessary

governmental permits and approvals and deliver copies thereof to Lessor and pay the full cost for such alterations, additions, or improvements. Lessor may, in its sole discretion, require that Lessee remove any such alterations, wiring, cables or conduit installed by or for Lessee after the Lease Commencement Date and restore the Property to good condition and repair upon expiration or earlier termination of this Lease. All work in the Property by or at Lessee's request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Property or Lessee's interest in the Property as a result of any work performed by or at Lessee's request. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

12. Fixtures and Personal Property. At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may effect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

13. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

14. Leased Premises Condition; Lessor Access. Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Lessor in the condition when leased or as improved in good, broom clean condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty-four (24) hours oral notice (without notice to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same pursuant to Section 8 of this Lease within thirty (30) calendar days

(immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

15. Compliance with Laws. As of the Lease Commencement Date and throughout the Term of Lease, Lessee shall at its sole expense promptly comply and cause the Property to comply with all Laws applicable to the Property, including but not limited to the ADA and environmental laws ("Legal Requirements"). Lessee shall indemnify and hold harmless Lessor and Lessor's Commissioners, officers, agents and employees for, regarding from and against any and all claims and losses arising from or in connection with the violation of Legal Requirements occurring in, at or about the Property; together with all costs, expenses and liabilities incurred or in connection with each such claim, action, proceeding or appeal, including, without limitation, all attorneys' fees and expenses.

16. Hazardous Materials. Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Property, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's Courthouse operations and maintenance that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good environmental practices. Lessee covenants to remove from the Property, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment by Lessee, its agents, employees or invitees during the Term of Lease. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's Commissioners, officers, agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials on, in, or about the Property which occurs during the Term of Lease. Lessor hereby agrees to indemnify, defend, protect and hold harmless Lessee, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly from the use, storage, disposal, release or presence of Hazardous Materials by Lessor, its agents, employees, or contractors on, in or about the Property. Lessee shall promptly notify Lessor of any release of Hazardous Materials in, on, or about the Property that Lessee, or Lessee's agents or employees, becomes aware of during the Term of Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

- 17. Entire Agreement; Amendments.** This Lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.
- 18. Quiet Enjoyment.** From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the Building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.
- 19. Waiver.** One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.
- 20. Assignment.** Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent. Sublease rate shall not exceed the base rate of the Master Lease.
- 21. Bankruptcy.** Subject to Section 23, the Lease shall not be assigned or transferred voluntarily or involuntarily by operation of law. It may, at the option of Landlord, be terminated, if Tenant is adjudged bankrupt or insolvent, or makes an assignment for the benefit of creditors, or files or is a party to the filing of a petition in bankruptcy, or in case a receiver or trustee is appointed to take charge of any of the assets of Tenant or sublessees or assignees in or on the Premises, and such receiver or trustee is not removed within thirty (30) days after the date of his appointment, or in the event of judicial sale of the personal property in or on the Premises upon judgment against Tenant or any sublessees or assignee hereunder, unless such property or reasonable replacement therefor be installed on the Premises. To the extent permitted by law, this Lease or any sublease hereunder shall not be considered as an asset of a debtor-in-possession, or an asset in bankruptcy, insolvency, receivership, or other judicial proceedings.
- 22. Default.** Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder.
- 23. Remedies on Default.**
- 23.1 Termination.** In the event of default, the lease by be terminated at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor,

Lessor shall be entitled to recover damages from Lessee for the default and Lessor may reenter, take possession of the Property and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

23.2 Reletting. Following reentry or abandonment, Lessor may relet the Property and, in that connection, may make any suitable alterations or change the character of the use of the Property, but Lessor shall not be required to relet for an use or purpose other than specified in the Lease or which Lessor may reasonably consider injurious to the Property, or any tenant Lessor may reasonably consider objectionable.

23.3 Damages. Upon the occurrence of an Event of Default, Lessor's remedies shall be the right to recover: unpaid Rent and amounts owing pursuant to this Lease; all costs incurred by Lessor in restoring the Property to good order and condition to the extent the need for such restoration arises as a direct consequence of an Event of Default; reasonable costs of reentry and reletting without limitation the cost of cleanup, refurbishing, removal of Lessee's property and fixtures, and all actual damages caused by the default, including attorneys' fees and costs. Lessor may periodically sue Lessee to recover damages as they accrue, and no action therefor shall bar a later action for damages accruing thereafter. Notwithstanding any limitation on Lessor's remedies under this Lease, in the event of a breach or threatened breach by Lessee of any of its obligations under this Lease, Lessor shall also have the right to file a claim for specific performance and/or obtain an injunction.

23.4 Survival. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages shall survive such termination. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

23.5 Lessor's Right To Cure Default. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so after 30 days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other available remedy.

24. Landlord's Lien. In addition to any statutory landlord's lien and in order to secure payment of the Rent and all other sums payable hereunder by Lessor, and to secure payment of any loss, cost or damage which Lessor may suffer by reason of Lessee's breach of this Agreement, Lessee hereby grants unto Lessor, to the maximum extent permitted by Applicable Law, a security interest in and an express contractual lien upon Lessee's Personal Property (except motor vehicles); and such Lessee's Personal Property shall not be removed from the Property at any time when an Event of Default has occurred and is continuing. The security interest herein granted is in addition to any statutory lien for the Rent.

Subordination, Attornment and Non-Disturbance. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Property (collectively, the "Encumbrances"). Lessee shall execute all documents requested by Lessor or the holder of an Encumbrance to confirm such subordination within ten (10) days after request therefor provided the holder of that Encumbrance recognizes Lessee's

rights under this Lease unless Lessee is in default beyond any applicable cure period and provided that all such documents are provided both to Lessee's Notice Address.

25. Surrender/Holdover. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Property, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof excepted, as the same existed on the Lease Commencement Date. If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a month to month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than ten (10) calendar days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

26. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent if any, to the person signing the Lease, or to Lessee's on site manager if any who at the date of this Lease is Charlie Cannon, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of the Port of Hood River at the Port of Hood River's office located at, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

27. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, action, counterclaim, or other proceeding ("Claim"), including any bankruptcy proceeding, instituted by either Party against the other in connection with any controversy arising out of this Lease or the Property shall be brought and conducted within the Circuit Court of Hood River County for the State of Oregon. Any dispute involving this Lease may be resolved by court action or, in the alternative, mediation if both parties agree to mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto. If either Party engages a collection agency to pursue any delinquent amounts owed by the other Party, whether under the terms of this Lease or pursuant to a court judgment or other decree, the owing Party shall pay, in addition to all

amounts payable under this Lease or pursuant to the court judgment or other decree, all collection agency fees charged to the collecting Party and all attorney fees incurred by the collecting Party in performance of such collection.

28. Limitation of Liability. No Personal Liability-Notwithstanding anything to the contrary in this Lease, except to the extent damages are caused by the negligence of Lessor and its agents and employees, Lessee hereby releases Lessor, its agents and employees from (i) damage to Lessee's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Lessor's interest in the Property. Lessee agrees that, in the event of any actual or alleged Lessor Default of this Lease or in the event of any other claim or cause of action by Lessee, the recourse of Lessee against Lessor for any damages (over and above damages actually paid by available insurance, if any) will be limited to, and any judgment against Lessor shall be satisfied only out of, the Property; no other assets of Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment in favor of Lessee against Lessor. There shall be no personal liability of the Lessor. Any claims by Lessee against Lessor will be limited to actual damages only and will not, under any circumstances, include consequential damages or punitive damages. In no event shall Lessee have the right to terminate this Lease nor to offset payments due hereunder by reason of a Lessor Default.

29. Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this ____ day of _____, 2024.

Lessee:

Lessor:

Port of Hood River

Signed: _____

Signed: _____

By:

By:

Its:

Its:

Address:

Address:

Email/phone:

Email/phone:

Exhibit A
LEASED PREMISES AND COMMON AREAS

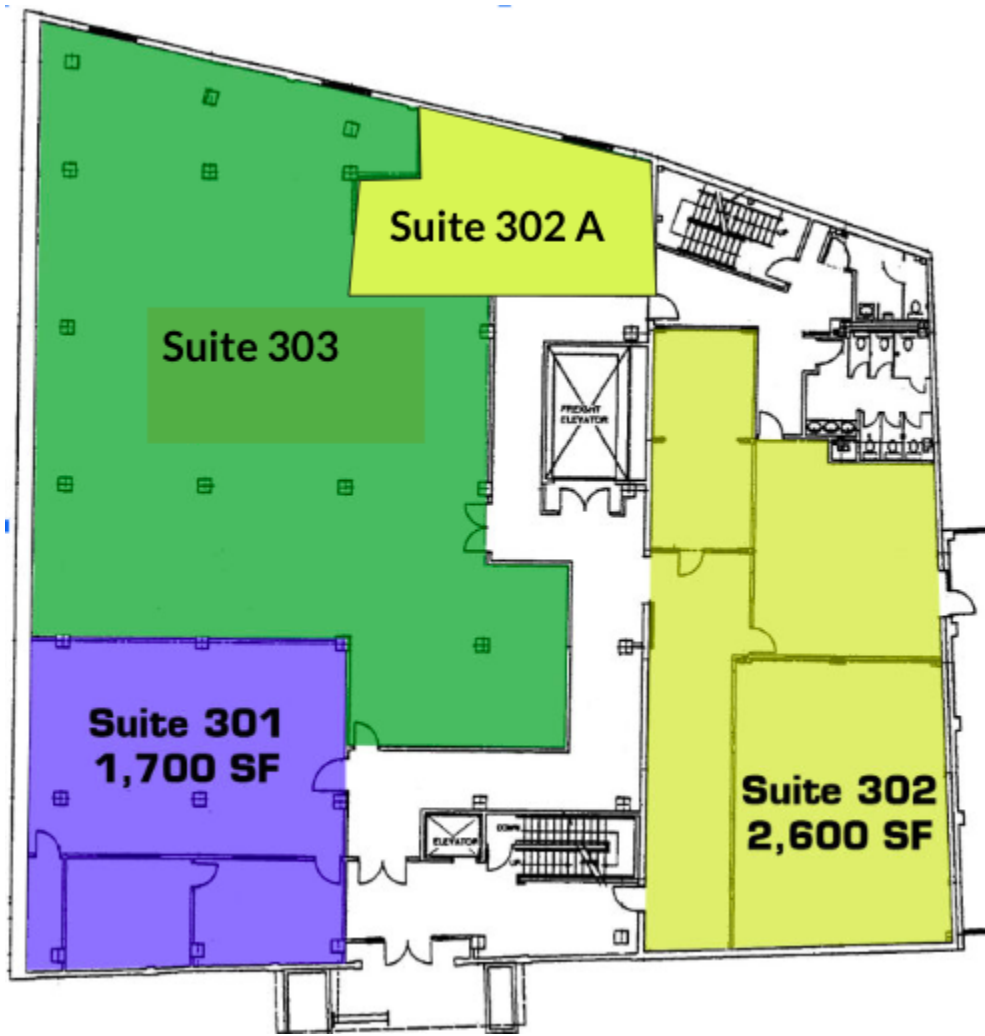


Exhibit B
BUILDING EXTERIOR AREAS

**Exhibit C
WORK LETTER**

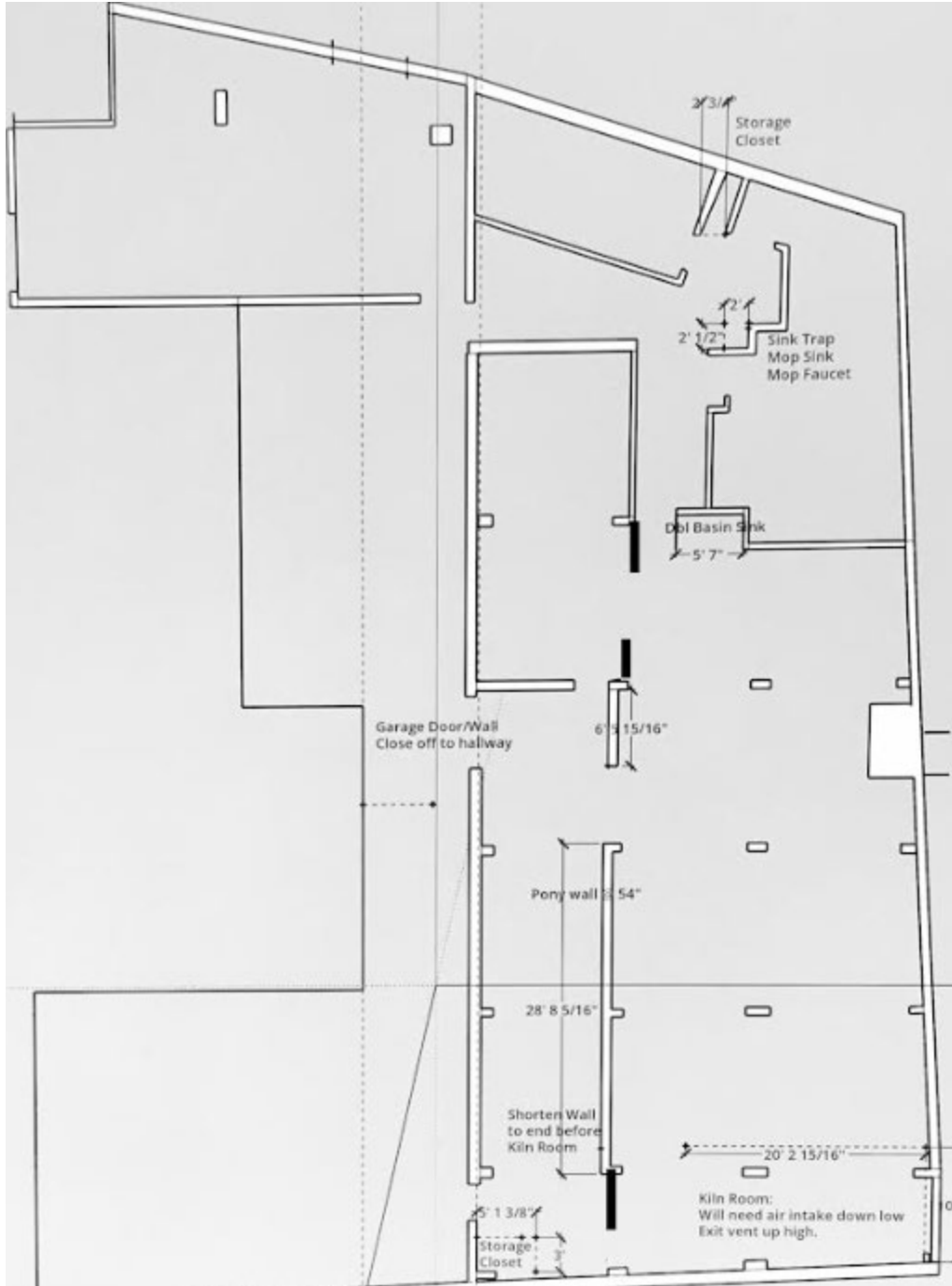
The following items will be completed by the Port prior to Tenant occupancy.

1. Repaint interior walls white.

2. Install 2 windows on the East facing wall and 1 on the south facing wall
3. Install a roll up door at the West entry from the Common area which is now open and used to be a fire door.
4. Remove carpet from floor in north room.

Tenant will complete the following:

1. Remove walls as depicted in attached plan
2. install walls as depicted in plan
3. Any permits required will be at the sole cost and expense of the Tenant.
4. Switch out sink to a utility or 2 bay sink.





PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, August 20, 2024

Port Conference Room

1000 E. Port Marina Drive, Hood River

1. **Call to Order** – 5:00 PM
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit)
 1. Rick Hollatz, Contesting parking ticket (*written, Pg. 3*)
2. **Consent Agenda**
 - a. Approve Minutes from the July 16, 2024 Regular Session (*P. Rosas, Pg. 5*)
 - b. Approve a Resolution Celebrating the Centennial Anniversary of the Hood River Bridge (*K. Greenwood, Pg. 9*)
 - c. Approve a no-cost contract amendment with WSP for intersection work on Lot 1 (*K. Greenwood, Pg. 17*)
 - d. Approve a no-cost contract amendment with KPFF for intersection work on Lot 1 (*K. Greenwood, Pg. 25*)
 - e. Approve Janitorial Contract with Allied Maintenance (*R. Klapprich, Pg. 37*)
 - f. Approve a Resolution Updating AAC Rules and Making Appointments (*K. Greenwood, Pg. 45*)
 - g. Approve FAA grant agreements and amendments for So. Apron T-Hanger and Taxi Lane Improvements (*K. Greenwood, Pg. 49*)
 - h. Approve lease with Hood Aero for Heli Hangar (*K. Greenwood, Pg. 121*)
 - i. Approve Contract for \$18,920 with Finish Line Concrete Cutting at the Big 7 Building (*R. Klapprich, Pg. 139*)
 - j. Approve Accounts Payable to Beery, Elsner & Hammond, LLP (*D. Smith-Wagar, Pg. 149*)
3. **Informational Reports**
 - a. Bridge Replacement Project Update (*Michael Shannon, Pg. 153*)
4. **Presentations & Discussion Items**
 - a. New Procurement Rule Policies (*K. Greenwood, Pg. 159*)
5. **Executive Director Report** (*K. Greenwood, Pg. 165*)
6. **Commissioner, Committee Reports**
7. **Action Items**
8. **Commission Call/Upcoming Meetings**
 - a. Upcoming Meetings:
 - a. Regular Session – September 17, 2024

- b. Regular Session – October 15, 2024
- c. Fall Planning / Regular Session – November 19, 2024

9. Confirmation of Commission Directives to Staff

10. **Executive Session** - If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) –Security Programs, ORS 192.660(2)(n) – Labor Negotiations.
- a. Executive Director Performance Review Process

11. Possible Action

12. 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.

From: [REDACTED]
To: porthr@gorge.net
Subject: Contesting parking ticket and public comment
Date: Monday, July 29, 2024 10:53:37 AM

---Start public comment---

I submitted a parking complaint dispute through the Port's online dispute form in the last hour or so. It occurred to me that I have no record of that submission / transaction since I received no automatic email response indicating that I submitted the form. So it seems in my best interest to also send this email to keep a record of the transaction.

I've noticed a persistent failure on the part of the Port to maintain functional technology as it pertains to parking pass transactions and the online dispute form, so I don't trust that the online form submittal actually works. For example, I've repeatedly seen the parking app 'Flowbird' fail to function properly or process payment, and I've repeatedly seen failures of the 'Text xxx to the number' process also fail. Other local residents that I speak with confirm that they also regularly experience frustration and failure on the part of the Port's parking pass technology. Furthermore, when using the Port's online dispute form it was noted that the Phone Number and Date entry fields fail to perform or store entered values and instead persistently alters the user entry. The online form is not up to par with standard web form protocols of the modern internet era. In a separate interaction with a parking attendant that is employed by the Port of Hood River they also stated "Yeah, our parking pass technology sucks and doesn't work" (their comment, not mine). Meanwhile the Port has staff writing tickets as an income stream, when they know the payment technology is flawed. I can't be the first person to bring this up. Please stop writing tickets until you fix your parking pass technology. Providing an alternate method of payment, such as cash, coin, or credit card would also provide options for payment for those that are not carrying a smartphone (e.g. teens, older adults, low income individuals, etc.). Your payment method is not only dysfunctional, but also comes at a cost of being inequitable for citizens intending to access public property.

-Rick Hollatz, Hood River resident

---End public comment---

[REDACTED]

[REDACTED]



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

Regular Session

PRESENT: Commissioners: Kristi Chapman, Heather Gehring, Mike Fox, Ben Sheppard, and Tor Bieker. **Staff:** Kevin Greenwood, Debbie Smith-Wagar, Ryan Klapprich, and Patty Rosas. **Guests:** Justin Doornink, HDR; James Scheer, Kiewit; Scott Reynier, Columbia River Insurance; Noah Noteboom, Columbia Gorge News.

ABSENT: Daryl Stafford, staff

1. CALL TO ORDER: President Kristi Chapman called the meeting to order at 5:00 p.m.

a. Modifications, Additions to Agenda:

1. Add Election of Officers to Consent Agenda item 2(b).
2. Add Oregon Special Registration Plates discussion to Action Item 7(a)

b. Public Comment:

1. Written comment provided in packet.
2. Mitchell Teisber, a resident of Hood River, has proposed placing a transportable sauna on Port property. The sauna, mounted on a trailer, would be available for use during both summer and winter months. Teisber is seeking the Commission's approval to station the sauna trailer at one of the requested locations on Port property.

2. CONSENT AGENDA:

- a. Approve Minutes from the June 11, 2024 Regular Session, and June 30, 2024, Special Meeting
- b. Affirm Commission Officers and Committee Assignments for FY 2024-25
- c. Approve 2023 Annual Report of the Board of Commissioners
- d. Approve Reappointment of Auditor, Legal Counsel, Insurance, and Record of Change for Health Plan Services.
- e. Ratify Contract with Kiewit Infrastructure West Co. for Emergency Repairs to the Hood River Bridge
- f. Approve Accounts Payable to Beery, Elsner & Hammond, LLP

Motion: Move to approve Consent Agenda.

Move: Sheppard

Second: Bieker

Discussion: None

Vote: **Ayes:** Chapman, Gehring, Fox, Sheppard, and Bieker

MOTION CARRIED

3. INFORMATIONAL REPORTS:

- a. **Bridge Replacement Project Update** – Commissioner Mike Fox highlighted a significant change in the bridge construction, transitioning from concrete to steel. This new approach is expected to be faster and more cost-effective.

4. PRESENTATIONS & DISCUSSION ITEMS:

- a. **Bridge Incident Report** – Kevin Greenwood, Executive Director, presented the bridge incident report, which included corrections and updates on previous findings. Greenwood then turned to Justin Doornink from HDR Engineering for a brief update. Doornink discussed the progress and recommendations made in the previous meeting, emphasizing the importance of keeping the existing bridge lift span in place until all portal bracing was repaired and expediting the design of

the final bridge repair plans. He also outlined the activities undertaken by the engineering team since the last meeting, which included daily coordination with the contractor, procuring materials, and issuing final designs. Doornink mentioned that the team had entered a construction support phase, working closely with the contractor to ensure smooth communication and decision-making.

James Scheer from Kiewit then discussed the construction activities, detailing ongoing repairs at six different locations and the process of repairing one portal at a time. Specialists in lead paint abatement were brought in to remove lead paint so the construction team could replace rivets with temporary bolts. The team also identified areas needing extra attention, such as spots requiring welding. Scheer highlighted the challenges of managing equipment and ensuring the bridge's capacity.

Commissioner Fox praised the collaborative efforts of everyone involved. Greenwood then discussed the estimated costs for the emergency repairs, totaling \$1,135,000. He turned to Scott Reynier from Columbia River Insurance for an update on insurance. Reynier noted that the vehicle owner's insurance carrier had acknowledged coverage for the first time. He highlighted the progress of the project, mentioning that while some roadblocks remain, the overall direction is more positive than 48 hours ago. Reynier recommended that all future communication include the Port's legal counsel, the vehicle owner's attorney, and adjusters from both sides.

Greenwood reviewed the final recommendations following the incident, which include implementing staff coordination training courses and updating the emergency action plan, with a specific focus on the bridge, in collaboration with the University of Oregon. The Commission deliberated on the scheduling of the 12-hour work period, considering seasonal changes and the impact on different industries. Commission felt that staff should rely on hours with the least amount of traffic. Furthermore, Reynier reaffirmed the January decision on insurance coverage, stating it remains the best policy in light of recent events. Lastly, there was a discussion about the ongoing issue of violators disregarding traffic control measures and compromising bridge safety.

5. **EXECUTIVE DIRECTOR REPORT:** Written report provided in packet, no discussion.

6. **COMMISSIONER, COMMITTEE REPORTS:**

- a. **Lot 1** – Commissioner Ben Sheppard noted a scope change for the Lot 1 project, which would move from Anchor Way work to roundabout work. This change will be further discussed at the next Board meeting and will be a no-fee amendment.
- b. **Airport Advisory Committee (AAC)** – Commissioner Tor Bieker mentioned a possible change in the AAC meetings schedule.
- c. **Centennial Bridge Event** – Commissioner Chapman provided a brief update on the Centennial Bridge event. The event is scheduled to take place on October 6. The event will include a control point with pre-registration and a variety of activities, including a possible flyover by WAAAM. A suggestion was made to contact the Coast Guard to participate in the event.

7. **ACTION ITEMS:**

- a. **Oregon Special Registration Plates Discussion** – Commissioners Heather Gehring and Chapman proposed the creation of a special license plate for the Columbia River Gorge. They outlined the process and associated costs, suggesting that funds generated from the plate sales could support the Port parks. The Commission discussed the proposal and reached a consensus to move forward

with the idea, appointing Gretchen Goss to lead the effort. Further details will be provided at the next meeting.

8. COMMISSION CALL: None

9. UPCOMING MEETINGS: No Discussion. Next meeting is August 20, 2024

10. CONFIRMATION OF DIRECTIVES: None

11. ADJOURN: The meeting was adjourned by unanimous consent at 6:22 p.m.

ATTEST:

Kristi Chapman, President

Michael Fox, Secretary

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Prepared by: Kevin Greenwood
Date: August 20, 2024
Re: Centennial Resolution



Commissioners Kristi Chapman and Heather Gehring and Port staff have been working with Port contract project manager, Gretchen Goss, TruWest Productions, Western Antique Aeroplane & Automobile Museum (WAAAM), the Hood River County Museum, City of Bingen and others to produce an event to celebrate the Hood River Bridge's One-hundredth Anniversary.

To assist in the planning, the Port Commission should formally authorize the bridge closure for a non-traffic-related event and grant authority to the ad hoc committee planning for the celebration.

In addition to the resolution is a memo from Gretchen Goss on event progress.

RECOMMENDATION: MOTION to approve a Resolution Celebrating the Centennial Anniversary of the Hood River Bridge.

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PORT OF HOOD RIVER
Resolution No. 2024-25-__

A RESOLUTION CELEBRATING THE CENTENNIAL ANNIVERSARY OF THE HOOD RIVER BRIDGE

WHEREAS, the mile-long Hood River Bridge crosses the Columbia River at approximately river mile 169.8 on the Bonneville Pool; and

WHEREAS, the Bridge was built by the Oregon-Washington Bridge Company – originally named the Waucoma Bridge – and opened at 10:00am on December 6, 1924; and

WHEREAS, in 1938 the Bonneville Dam was completed requiring the Bridge to be raised including the addition of a lift span and towers; and

WHEREAS, the Port of Hood River acquired the Bridge at 12:00 noon on December 12, 1950, from the Oregon-Washington Bridge Company for the purchase price of \$800,000; and

WHEREAS, since that time, the Bridge tolls – in addition to operating and maintaining the bridge - were invested in numerous economic development and recreational opportunities throughout Hood River increasing the livability of the entire mid-Columbia region; and

WHEREAS, the Centennial anniversary of the Bridge is December 6, 2024; and

WHEREAS, the Port of Hood River Board of Commissioners would like to commemorate and celebrate the milestone anniversary with a community-wide celebration; NOW THEREFORE;

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Proclamation. December 6, 2024, shall be named as “The Hood River Bridge Centennial Anniversary.”

Section 2. Purpose. The purpose of the Centennial is to celebrate the bringing together of communities on both sides of the Columbia River while acknowledging the great progress in recent years of replacing this aging piece of infrastructure.

Section 3. Centennial Committee. Commission President Kristi Chapman and Commission Vice President Heather Gehring are hereby named as Co-chairs of the Centennial Committee and are given authority to add to the Committee’s membership as they see appropriate. This Committee is an internal, ad hoc committee following the Commission’s Governance Rules and will complete its work before December 31, 2024, unless otherwise directed by the Commission.

Section 4. Bridge Closure. The Hood River Bridge shall be closed the morning of Sunday, October 6, 2024, to allow citizens from Oregon and Washington to freely walk along the Bridge and celebrate its birthday.

Section 5. Authority. The Commission delegates authority to the Centennial Committee to make more detailed decisions on the event while working with Port staff to ensure a safe and festive environment for all involved.

Adopted by the Board of Commissioners of the Port of Hood River on this 20th day of August 2024.

SIGNED:

Kristi Chapman, President

ATTEST:

Michael Fox, Secretary

Centennial Bridge Walk update 8/14/24








Bridge Walk celebration on October 6, 2024.

- TrueWest events will be managing the majority of logistics for the event
 - They have submitted their budget
 - They are creating a website that will be a landing page for the event; they will tie this to the Port site, HR museum site, etc.
 - They are creating a RSVP format for people that includes a waiver to sign and instructions as far as shoes, no strollers, no dogs, etc.
- Anna Laxague from Basko Creative in Parkdale is in the final stages of the logo design for the event
 - Design will be used for apparel, Marketing, website, promotion
- Gretchen has met with Ryan from facilities to make sure the needs of the event aren't out of scope – everything looks good on that front.
- Gretchen is working to find ways to include Bingen, as they are celebrating their Centennial as well.
 - The WA side of the bridge will be open for WA walkers
- Local food trucks will be on site in the DMV lot for a minimal fee (\$50) to secure their spot
- Local musicians will be playing in three locations along the walk
 - Main stage at Marina green
 - Band set up at the Toll Booth
 - Musicians under the lift span playing music while people walk
- Currently working to solidify vintage cars and planes for the fly over
- Working on creating invitations to send to the HR Commissioners, WA side Mayors and Commissioners, people of local importance
- HR History Museum is hosting a popsicle bridge building contest – structures will be on display during the event.
 - HR Museum will also be passing out a birthday cake.

-Submitted by Gretchen Goss

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-  **Food Truck:** local only, parked in DMV lot
-  **Stage:** local bands, speaker
-  **Vintage cars:** each decade represented
-  **Handicapped parking**
-  **Booths:** Police, HRWSBA , etc
-  **Music:** local bands,
-  **Check In:** tables for check in

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Prepared by: Kevin Greenwood
Date: May 15, 2024
Re: WSP Lot 1 Contract Amendment No. 2

Background:

- WSP was selected early in 2024 to act as the owner’s representative for Lot 1 transportation improvements.
- ODOT requested land use scenarios to support the likely development and forecasted trip generation to better understand the need for a new roundabout.
- Task 5 agency coordination is proposed to include land use scenarios that expand on base zoning to include recent trends and likely development types by use and area, and:
 - o Consider tourism visits.
 - o Include light industrial, office, commercial showroom, food, and beverage.
 - o Be a no-cost amendments by moving fee from construction management (reducing task 9 contingent fee) to task 5 agency coordination as a non-contingent.

Amendment is needed to:

- Satisfy ODOT’s request for likely land use scenarios and trip generation for Lot 1 and the waterfront area in support of the roundabout.
- Coordinate with the Port on this technical analysis to determine likely land uses and trips generated by use, to be provided in tables.
- o This is a staff-level exercise and does not include visual images (this comes in phase 2 concept planning with public input).
- Rely on a similar KPFF/DKS amendment for DKS transportation modeling.
- Better reflect the future timing or trigger date for the roundabout improvement.
- Determine if the roundabout is needed sooner than originally forecast under a light industrial land use analysis (better reflect market need and urgency).
- Support the roundabout through the design phase and seek a Statewide Transportation Improvement Projects (STIP) amendment to ensure grant funding eligibility.

RECOMMENDATION: Approve Amendment No. 2 to Work Order No. 1 with WSP to provide professional planning services under the Lot 1 Owner’s Rep Master Service Agreement.

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August 1, 2024

Mr. Kevin Greenwood, Executive Director
Port of Hood River
[via email]
Hood River Oregon

Subject: Amendment No. 2 to Work Order No. 1 to Provide Professional Planning Services under the Lot 1 Owner's Representative Master Services Agreement

Dear Kevin:

This scope of work modifies planning services WSP USA Inc. (WSP) will provide to the Port of Hood River under Work Order No. 1 for Master Services Agreement (MSA) for owner's representative work related to Lot 1 improvements. This modification amends the existing approved work scope and contract dated March 26, 2024. If not specifically modified by this amendment, all other contract provisions along with Amendment No 1, dated May 1, 2024, will remain.

PROJECT UNDERSTANDING

WSP is assisting the Port as its owner's representative for transportation infrastructure improvements for Lot 1, including a new roundabout at N. Second Street and Riverside Drive. This modification includes development of land use scenarios and a high-level traffic generation analysis (as requested by ODOT), additional agency coordination (with ODOT and the City of Hood River), and communication materials to support the analysis.

There is no cost amendment associated with this modification. Compensation for the modified tasks will be redistributed from other tasks in the original work order, as detailed herein.

The land use scenarios will include tables and base maps, but will not include images, or visualizations that are reserved for Work Order No 2, concept plan development, including public input. This staff-based analysis is being prepared to estimate land use type and trips that could be generated on Lot 1 and the remainder of the waterfront accessed from N Second Street north of I-84. An initial factsheet and website posting prepared under existing Task 6 will advise the public about the purpose and scope of the traffic generation analysis and land use scenarios. Future fact sheets and web postings will continue to advise the community as the Port pursues the roundabout and First Street realignment projects.

Based on recent conversations with Port staff, WSP is proposing to amend the existing work order to accomplish the modified tasks listed below. Tasks not listed will remain unchanged from the original work order.

- *Task 1 Project Management* will be amended to include up to 6 monthly PMT meetings to discuss land use scenarios.

- *Task 5 Port and Agency Coordination* will be modified to include preparation of up to three land use scenarios. Two additional meetings will be held to facilitate the coordination among the Port and ODOT on the roundabout design and land use scenarios.

OVERALL ASSUMPTIONS

Overall assumptions in the original scope of work continue to apply unless modified below.

- Work Order No. 1 duration is March 2024 through April 2026.
- Funding for the modified tasks will be redirected from other tasks in the original work order, as detailed in this document, and the total fee of \$1,507,590 will remain per the original contract.
- DKS will prepare their traffic generation analysis under the Port’s separate KPFF contract.

Scope of Work

Task 1.0: Project Management

WSP will provide project management services throughout the duration of the project, to include the following during Work Order No. 1 (2024 and 2025):

- Six additional team meetings through December 2024 to discuss land use scenarios.

Assumptions

- Attendance by one WSP staff at up to 6 half-hour meetings with Port staff, KPFF, and DKS focused on land use scenarios.

Deliverables

- Up to 6 emails and/or project tracker entries to summarize key action items discussed at monthly land use project management team meetings.

Task 5.0: Port and Agency Coordination

To address ODOT’s recent request and input, WSP will prepare up to three land use scenarios for the Lot 1 property and greater waterfront area, and coordinate with DKS to support a separate trip generation analysis. The scenarios will be based on the estimated buildable area, anticipated land uses, and assumptions on future jobs to be generated based on the projected land use. The final memorandum will include maps of existing zoning, land use designations, and existing development and vacant areas; a high-level vacant and buildable land analysis, and development assumptions (such as building heights and the general number of floors or floor area ratios), and employment estimates.

Under their separate KPFF contract, DKS will use this information to develop trip generation estimates for the three land use scenarios to quantify the anticipated future trip generation to and from the entire waterfront area, including Lot 1.

Once DKS has completed their analysis, WSP will prepare a technical memorandum to

document the land use scenarios and trip generation to support a roundabout, as requested by ODOT.

This task will include:

- Complete a high-level vacant and buildable lands analysis for the waterfront area.
- Preparation of up to three land use scenarios.
 - WSP will work with the Port to identify realistic future land use scenarios for Lot 1 and the waterfront area.
 - DKS will prepare a separate memorandum assigning trip generation per land use scenario.
- Two additional meetings will be held to facilitate the coordination among the Port and ODOT on the roundabout design and land use scenarios.

Assumptions

- WSP’s memorandum will include the trip generation analysis prepared by DKS.
- Vacant and buildable area calculations will be based on existing zoning, aerial maps, general building footprints, natural constraints, and other publicly available information as needed.
- Land use scenarios will be presented in tabular format (tables) and identify the mix of land use types. No maps or visuals of the scenarios will be prepared.
- Scenarios be developed with input from the project team and Port, and consistent with existing zoning.
- Up to two rounds of review of the land use scenarios by the Port and revision by WSP
- As appropriate, the Port may obtain letters of intent for development in the waterfront area in support of a roundabout design at Lot 1.

Deliverables

- Memorandum including up to 12 pages documenting the land use scenarios for the waterfront area, including:
 - Existing zoning and use summary, tabulated by use per acre;
 - High-level inventory of vacant and developable properties; and
 - Description of up to three land use scenarios for Lot 1 and the waterfront.
 - Estimates of employment capacity for each land use scenario;
 - Attach DKS memorandum showing trip generation for the land use scenarios.

COMPENSATION

This scope of work and contract funds the amendment tasks. There is no change to the total fee, including expenses, as agreed upon in the original contract. The following professional fees will be billed as incurred for the amended scope of Tasks 1 and 5. Contingent Task 9 (Construction Management) will be reduced to allocate the necessary funds.

Task 1.0: Project Management	\$	6,784
Task 5.0: Port and Agency Coordination	\$	<u>37,113</u>
<i>Subtotal</i>	\$	43,897
Task 9.0: (Contingent) Construction Management Services	\$	<u>- 43,897</u>
Net Change	\$	0

CLOSING

If you wish to accept this proposal for the services described above, please sign and date below. This proposal is valid for 30 days. We thank you for the opportunity to offer this proposal, and we look forward to working with you. Should you have questions, please call us at 360-823-6100 or call my cell directly at 541-806-1535.

Sincerely,



Scott Keillor, AICP
Senior Vice President, Planning



Sine Madden, AICP
Senior Vice President

Acceptance of Contract Amendment:

Kevin Greenwood, Executive Director
Port of Hood River

Date

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Prepared by: Kevin Greenwood/Scott Keillor
Date: August 20, 2024
Re: KPFF Lot 1 Contract Amendment No. 1

Background:

- Original project focused on providing a long term solution to future traffic issues by extending Anchor Way and realigning First Street.
- The Port requested a memo that provided a historical and traffic background on the reasons to pursue Anchor Way as a long-term solution to the issues identified in the latest IAMP.
- The design team (KPFF and DKS) provided the Port with a memorandum identifying that Anchor Way does provide minimal relief from issues at 2nd and Riverside, but that it did not provide a long-term solution. A solution at 2nd and Riverside was determined to provide a long-term solution.
- The Port has identified that the preferred solution for the 2nd and Riverside intersection is a Roundabout (RAB).
- Design Team has been working within the existing scope to coordinate meetings with ODOT and update the original ICE and create new RAB Concepts.

Amendment is needed to:

- Clearly identify the change from the Anchor Way / First Street design and the new RAB concepts and design.
- Identify the new milestone for the RAB that can be attained (60% Design) within the existing available design budget.
- Provide a track record of work completed to date and work that needs to be completed with the new scope of work.
- Identify a new proposed schedule as the project has a significant amount of ODOT involvement in contrast with the original scope.
- Provide DKS transportation modeling to support WSP's new land use scenarios as requested by ODOT and described below.

RECOMMENDATION: Approve Amendment No. 1 to KPFF contract to change scope of work from East Anchor Way extension to a Roundabout at Second and Riverside.

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SCOPE OF SERVICES AND FEE

POHR – 2nd and Riverside RAB CONTRACT AMENDMENT #1

A. PROJECT BACKGROUND

The original project scope focused on the realignment of First Street and the extension of Anchor Way through Lot 1, located at the Port of Hood River. Following initial analysis completed at the Port's request, the Port has provided direction to the KPFF team to shift design efforts to a Roundabout (RAB) Design at the intersection of 2nd Street and Riverside Drive. Design of improvements to First Street and for the extension of Anchor Way is being removed from the proposed scope of work as part of this amendment.

The RAB will be designed to the ODOT standards and specifications and will need to accommodate WB-67 turning movements. The RAB design will require more detailed interaction with ODOT and the Mobility Advisory Committee (MAC) including multiple meetings, plan reviews, and coordination.

The revised scope of work also includes revising the Intersection Control Evaluation (ICE) per Oregon Department of Transportation (ODOT) comments and producing 60% construction documents for the proposed RAB. 90%, Final Design, Final Permitting, Bidding, and Construction services are not included at this time and may be added through amendment. The anticipated schedule provides 9 months for the 60% milestone. The following scope and fee are based on the revised project limits reflected in the attached scope map

B. PROJECT TEAM

KPFF will lead the Consultant team and will provide project management and civil engineering services. KPFF will be supported by the following subconsultant firm partners for this initial phase of the work:

- **DKS** will provide traffic analysis, traffic design services for the roundabout, and lighting design.
- **Walker Macy** will provide landscape architecture services.
- **GRI** will provide geotechnical engineering services as needed during the next phase of project development.

C. SCOPE OF WORK

The following scope of work provides a reduction and addition from the original contract.

Task 1: Project Management and Administration

- Delete Services:
 - Remove remaining budget for project coordination, project schedule, and meetings.

- Add Services:
 - o Task 1.1
 - Addition of 9 coordination meetings via conference call with design team at 1 hour each.
 - Addition of 20 Bi-weekly client meetings via conference call at half an hour each.
 - Addition of 4 meetings with ODOT staff via conference call at 1 hour each.
 - Addition of monthly billing invoices (9 months).
 - Addition of project status reports (9 months).

Task 2: Site Evaluation & Research

- Delete Services:
 - o Nothing to be removed from original contract.
- Add Services:
 - o 2.2.4 - Intersection Control Evaluation (ICE).
 - Process and produce an ICE based on the data collected in Task 2.
 - Combine ICE with current Traffic Analysis Memo.
 - Address comments from ODOT (assume 2 rounds).
 - Five additional meetings for coordination with Port, ODOT, and Design Team.
 - o 2.2.5 – 2nd and Riverside Evaluation.
 - Obtain and utilize the forecasted land use and volume data for the 2040 weekday scenario analyzed in the Westside Area plan. The 2040 weekday volume data obtained from Westside Area plan will be adjusted to represent the 2043 weekday and 2043 weekend scenarios analyzed in the N 2nd Street and Riverside Drive Improvements analysis.
 - Test the sensitivity of up to three scenarios using land use data provided by others (i.e., types and sizes of uses) for the waterfront area. An estimate of the trips generated by each scenario will be provided and used to update the 2043 growth projections obtained from the Westside Area plan.
 - Future 2043 weekday and weekend baseline transportation conditions (i.e., no improvement assumed at 2nd/Riverside Drive) will be provided at the 5 study intersections using design hour volumes for the three sensitivity scenarios both “without Anchor Way extension” and “with Anchor Way extension” (level of service, control delay, and v/c ratios).
 - Use the 2043 weekend volume projections for the three sensitivity scenarios to complete a trigger year analysis at the 2nd/Riverside Drive to identify the year when the intersection is forecasted to exceed the mobility target. As part of this analysis, estimate the type and size of uses that would generate the amount of growth to trigger this need.
 - Future 2043 weekend trigger year transportation conditions will be provided at the 5 study intersections using design hour volumes for the three sensitivity scenarios both “without Anchor Way extension,” and “with Anchor Way extension,” (level of service, control delay, v/c ratios, and queuing analysis). The alternatives evaluation will be updated for the 2nd/Riverside Drive intersection,

including testing options to fix the downstream bottleneck at the I-84 EB Ramp intersection with 2nd Street. An updated queuing analysis will be provided as part of this effort to test the impact at the 2nd/Riverside Drive and reassess the imbalance statement related to the roundabout.

- Update the N 2nd Street and Riverside Drive Improvements Memorandum to incorporate the new analysis and findings at the 5 study intersections, with a summary of the volume source and land use information, analysis results and any conclusions.
- Prepare RAB Concept design for ODOT review with ICE. Identify design parameters and preliminary alignments.
- Deliverables:
 - Final ICE per ODOT additional Comments.

Task 3: Design Engineering

This task includes geotechnical investigation and design efforts from the Basis of Design, completed in Task 2, to the 60% Construction Document Milestone. The following identifies specific items for this task.

- Delete Services:
 - 3.1: Geotechnical Site Investigation and Design Services
 - Remove services
 - 3.2: Potholing
 - Remove services
 - 3.3-3.6: 30% Design (Schematic), 60% Design (Detailed), 90% Design, 100% Construction Documents (Issue for Construction)
 - Remove all remaining design services pertaining to the realignment of First Street and Extension of Anchor Way.
 - 3.7: Utility Coordination
 - Remove Services
 - 3.8 Geotechnical Design Services
 - Remove Services
- Add Services:
 - 3.1: Geotechnical Site Investigation and Design Services
 - 2 geotechnical boring (depth 10- to 15-feet).
 - 5 infiltration tests (depth 5- to 12-feet).
 - 1 geotechnical boring (depth to gravel, estimated at around 50-feet).
 - 5 dynamic cone penetrometer (DCP) tests.
 - Address geotechnical or geological considerations for the following:
 - Roundabout Asphalt Pavement Design (assumes vehicle classification counts for FHWA Class 4-13 volumes will be provided by others.)
 - Roundabout Concrete Pavement Design (assumes vehicle classification counts for FHWA Class 4-13 volumes will be provided by others.)
 - Potential for static settlements due to minor areal fills (assumes up to 2-feet of fill will be placed for the project.)
 - Wall design is not expected.

- 3.2: Potholing
 - Perform subsurface utility investigation through potholing for utilities as identified by the engineer and the Port at the 60% Design Review phase.
 - Testing:
 - Up to 15 Potholes.
- 3.3: 30% Design (Schematic)
 - Prepare 30% (schematic) design level plans and 30% design narrative. **This includes:**
 - Cover Sheet
 - Existing Conditions Plan
 - Typical Sections
 - Roadway Plan and Profile Sheets
 - Roundabout Site Plan
 - Roundabout Grading
 - Storm Drainage Plan and Profile Sheets
 - Sewer and Water Plan Sheets
 - Landscape Plans
 - Lighting Plans
 - Coordination with ODOT to finalize 30% schematic level RAB geometry:
 - Submittal to ODOT for review
 - Coordinate review and comments (assume 2 rounds of comments).
 - Attend meetings to address and finalize revisions (assumes 4 meetings with ODOT and Design Team).
 - **Deliverables:**
 - 30% level grading plans for disturbed areas within the project limits. The grading plan will identify preliminary grades using spot elevations and grading arrows.
 - 30% level utility connection and relocation plans to include storm drainage, preliminary stormwater treatment and detention facility sizes, sanitary sewer, water, and fire protection services.
 - Preliminary construction cost estimate based on the 30% design level plans and narrative.
- 3.4: 60% Design (Detailed)
 - Prepare 60% design-level drawings for submittal at the completion of this phase based on the 30% design-level drawings for the project.
 - Cover Sheet, Notes and Abbreviations
 - Existing Conditions (These plans are a copy of the boundary and topographic survey identifying property lines, easements, right-of-way lines, information added to the base file from as-builts, and improvements made to previous phases of work.)
 - Demolition Plan

- Horizontal Control Plan
- Typical Sections for the Roundabout
- Roundabout Details
- Roundabout Horizontal Control Plan
- Roundabout Site Plan
- Roundabout Plan and Profile Sheets
- Roundabout Grading Details
- Roundabout Storm and Drainage Plan and Profile Sheets
- Roadway Plan & Profile
- Grading Details
- Storm Drainage Plan
- Utility Relocation Plans
- Striping & Signage Plans
- Lighting Plans
- Landscape Plans
- Erosion Control Plans
- Phasing Plans
- Temporary Protection and Direction of Traffic Plan
- Temporary Pedestrian Routing Plan
- Detour Plans
- Traffic Management Plan
- Work Zone Decision Tree
- Mobility Consideration Checklist
- Outline for the Special Provisions to 2024 ODOT Specifications.
- 3.5: 90% Design (Defer)
- 3.6: 100% Construction Documents (Defer)
- 3.7: Utility Coordination
 - Initiate formal notification process and coordinate location of these proposed franchise utilities: PacifiCorp (power), Century Link (telecom), and NW Natural (gas).
 - Coordinate RAB design with City of Hood River staff and the currently designed project to update utilities through 2nd and Riverside.
- 3.8: Geotechnical Services
 - Review plans as needed during 30%, 60%. Coordinate design and recommendations as needed.

Task 4: Stormwater Analysis

- Delete Services:
 - Task 4: Stormwater Analysis
 - Remove services

- Add Services:
 - o Task 4: Stormwater Analysis for 60%
 - Existing infrastructure is located within and near the intersection of 2nd and Riverside. With the construction of the Roundabout, more infrastructure will be needed to manage the additional roadway runoff. Runoff will be handled by above ground and below ground infiltration facilities. The expected design should regulate runoff release rates and maintain the existing storm outfall to Nichols Basin and should not trigger review by the Army Corps of Engineers or Oregon Department of State Lands. If the design does, additional services may be needed. This contract provides a preliminary storm report for the 60% Design Documents.
 - Provide a preliminary hydrologic model of the contributing areas that will affect the proposed system.
 - Provide a preliminary design of the above-ground facilities and below-ground tanks.
 - **Deliverables:**
 - 60% Design Draft Drainage Report

Task 5: Permitting

- Delete Services:
 - o Task 5: Bidding and Negotiation
 - Remove services
- Add Services:
 - o None

Task 6: Bidding or Negotiation

- Delete Services:
 - o Task 6: Bidding or Negotiation
 - Remove services
- Add Services:
 - o None

Task 7: Construction Administration

- Delete Services:
 - o Task 7: Construction Administration
 - Remove services
- Add Services:
 - o None

D. OPTIONAL SERVICES

Should any of these services be required for this project, a mutually agreed upon scope and fee will be negotiated at such time.

- Scope of work and fees are based on a 9-month schedule for 60% milestone completion. If the project is delayed beyond the 9 months, an adjustment to associated fees shall be negotiated.
- All permit fees and agency charges will be paid by others.
- Floodplain, wetland or environmental work is not included in this proposal. Remediation for contaminated soil, if required, will be done by others.
- Stormwater management will not trigger review by the Army Corps of Engineers or Oregon Department of State Lands.
- ODOT Standards and Specifications will be used and special provisions will be provided by the team.
- Preparation of special studies (i.e., water system modeling, storm drain system modeling outside our scope of work, detailed downstream analysis, traffic impact analysis, etc.).
- Intensive research and testing outside of potholing to determine conditions of existing site utilities is not included (i.e. smoke testing, dye testing, pressure testing, fire flow testing, videotaping, etc.).
- Supplemental surveying services necessary for completeness.
- Design of incidental site structures (i.e., stairs, fences and gates, structural retaining walls greater than 4 feet, railings, bridges, etc.).
- Excavation shoring.
- Appeal, Design Exception, and Alternative Review applications.
- Design of public improvements beyond connecting to the existing system for the purposes of this project.
- Services related to future facilities and improvements.
- Design of water capture/re-use systems, pump stations, sump pumps, or force mains for sanitary sewer or storm drainage systems, if required.
- Assistance in determining System Development Charges (SDCs) and utility connection fees.
- Participation in the public information or planning process (including attending City Council meetings, public hearings, hearing examiner meetings, public open houses and local association meetings).
- Preparation of phased or multiple-packaged construction documents.
- Design of systems to comply with or obtain LEED certification, including preparation of LEED documentation and addressing review comments from the USGBC.
- Utility Relocation Plans.

E. ANTICIPATED SCHEDULE

It is anticipated that the following schedule will be maintained:

Task	Duration
Task 1: Project Management & Admin	July 2024 – March 2025
Task 2: Site Evaluation and Research	July 2024 – September 2024
Task 3.3: 30% Design	July 2024 – October 2024
Task 3.4: 60% Design	January 2025 – March 2025
Task 4: Stormwater Analysis	January 2025 – March 2025

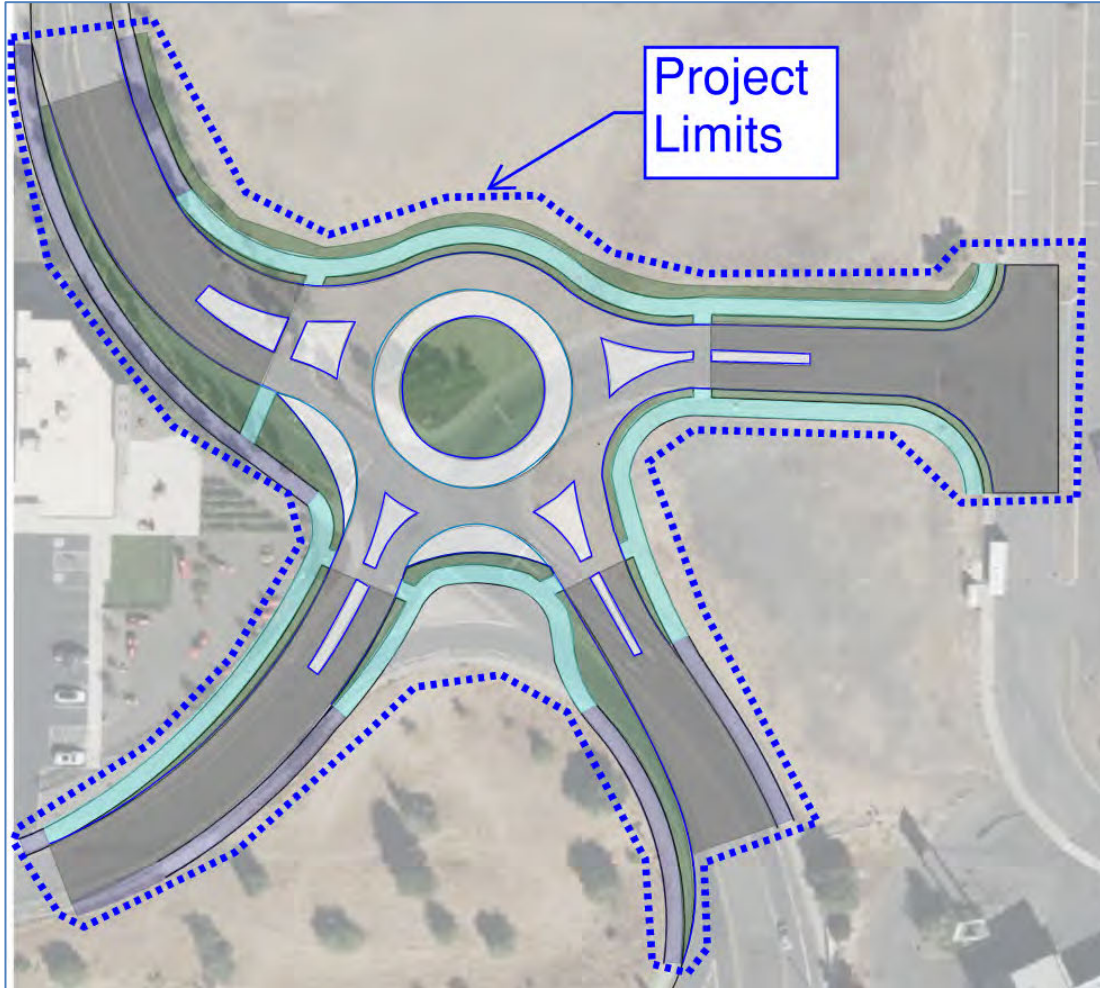
This proposal assumes that the schematic design phase as defined herein will begin within 3 months of the proposal date. If the project is placed on hold or delayed, KPFF reserves the right to adjust the fee based on the project start date.

F. PROPOSED FEES

Our lump sum fee for this project is outlined below based on the above Scope of Services and Project Limits. We will bill for our work monthly based on the percentage of our effort completed. Expenses will be billed as a part of our lump sum fee. Hourly rates are updated annually. Services on hourly contracts will be billed at the hourly rates in place at the time services are provided. Subconsultant invoices will be marked up by 5%.

Task Number	Task Name	Approved Contract Value 7/11/2023	Spent to Date 6/1/2024	ASR 1 Reduction	ASR 1 Addition	ASR 1 Net Change ASR 1	Revised Total
1	Project Management	\$ 48,020.08	\$ (24,681.69)	\$ (23,338.39)	\$ 50,390.00	\$ 27,051.61	\$ 75,071.69
2	Site Evaluation & Data Collection	\$ 56,813.34	\$ (49,589.37)	\$ (7,223.97)	\$ 17,430.00	\$ 10,206.03	\$ 67,019.37
3	Design Engineering	\$ 258,632.75	\$ (27,993.01)	\$ (230,639.74)	\$ 283,135.00	\$ 52,495.26	\$ 311,128.01
4	Stormwater Analysis	\$ 9,451.04	\$ -	\$ (9,451.04)	\$ 10,550.00	\$ 1,098.96	\$ 10,550.00
5	Permitting Approvals	\$ 20,774.90	\$ -	\$ (20,774.90)	\$ -	\$ (20,774.90)	\$ -
6	Bidding	\$ 17,885.30	\$ -	\$ (17,885.30)	\$ -	\$ (17,885.30)	\$ -
7	Construction Administration	\$ 63,947.24	\$ -	\$ (63,947.24)	\$ -	\$ (63,947.24)	\$ -
5% Sub		\$ 8,903.35	\$ -	\$ (8,903.35)	\$ 9,760.25	\$ 856.90	\$ 9,760.25
Totals		\$ 484,428.00	\$ (102,264.07)	\$ (382,163.93)	\$ 371,265.25	\$ (10,898.68)	\$ 473,529.32
Shift to Contingency							\$ 10,898.68
Revised Total							\$ 484,428.00

G. PROJECT LIMITS



Approved by Commission:

Kevin M. Greenwood
Executive Director

Aug. 21, 2024

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Prepared by: Ryan Klapprich
Date: August 21, 2024
Re: Allied Maintenance LLC.
Janitorial Services Contract

Allied Maintenance, LLC (“Allied”) provides janitorial service to several of the Port’s leased buildings. They work on an annual contract basis and have done an excellent job for several years. On May 14, 2024 I called multiple janitorial companies for bid which I received 3 proposals. Based upon previous performance and overall cost, staff recommends awarding the service contract to Allied.

RECOMMENDATION: Approve Janitorial Services Contract for Port Properties with Allied Maintenance, LLC not to exceed \$73,888.00

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Janitorial Services Contract

1. This Contract is between the Port of **Hood River (“Port”)** and **Allied Maintenance, LLC** (“Contractor”). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port’s satisfaction in accordance with the terms in attached Exhibits A, B and C. Port shall pay Contractor amounts stated in Exhibit C. which in total shall not exceed \$73,888.00
2. This Contract shall be in effect from **August 21, 2024** through **August 20, 2027**. Either party may terminate this Contract in the event of a breach of the Contract by the other party after seven days written notice. Port may terminate this Contract for any reason after 30 days written notice to Contractor. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date. Notices shall be by personal delivery or mailed to the addresses listed below.
3. All work products of the Contract which result from this Contract are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor’s industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract, except to the extent the Port is negligent and responsible to pay damages. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Contractor: Allied Maintenance LLC

Port of Hood River

Signed: _____
Joetta Cole

Signed: _____

POB 554, Mosier, OR 97040
(541) 478-2027/(541) 490-6632

Kevin M Greenwood, Executive Director
1000 E. Port Marina Drive, Hood River, OR 97031
(541) 386-1645/

Exhibit A

I. SCOPE OF WORK:

Contractor shall provide Janitorial Services to the following Port owned buildings:

Big 7-	616 Industrial Street
Jensen-	400 Portway Ave.
Marina Park	(Chamber) 700 E. Port Marina Way
Marina Park	(DMV) 650 E. Port Marina Way
Port Office	1000 E. Port Marina Drive

Contractor shall provide services as outlined in attached Exhibit C. Contractor have inspected the locations. Contractor shall furnish and provide all equipment, tools and cleaning products and hand soap necessary to complete all work within the scope of this Contract. No separate payment shall be made for these items. Port shall provide all paper products and trash liners. Such items shall be requested from the Port in email to rklapprich@portofhoodriver.com or via phone at (541) 399-6136.

Contractor shall be provided with keys and cards to access the buildings. Contractor shall be responsible for all keys. Any lost or stolen keys shall be paid for by Contractor as will any cost to the Port associated with such a loss.

II. DELIVERABLES AND TIMEFRAME:

Contractor shall provide janitorial services described in Exhibit C and on that schedule. Any changes to that schedule or service agreement must be approved in advance in writing by the Port.

III. CONSIDERATION:

This Contract is an annual contract for a total amount not to exceed **\$73,888.00**.

Any additional work that is not covered in the Contract must be approved in advance in writing by the Port. Additional services will be paid for based on actual Contractor time at an hourly wage rate of \$48.00 per hour, unless otherwise agreed in writing by Contractor and the Port.

IV. BILLING AND PAYMENT PROCEDURE:

The Contractor shall submit to the Port for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

- Invoice date
- Building name/s
- Billing rate applied
- Total hours worked

Invoices for services will be submitted on a monthly basis.

The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.

Exhibit B

INSURANCE

Contractors, please provide this to your insurance agent immediately.

During the term of this Contract, Contractor shall maintain in force at its own expense each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt order ORS 656.027.)

Required and attached OR Contractor is exempt

Certified by Contractor: _____
Signature/Title

-
2. Commercial General Liability insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The Liability Insurance coverage shall provide contractual liability coverage for the indemnity required under this Contract. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.

Required and attached Waived by Finance Manager _____

3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Required and attached Waived by Finance Manager _____

4. Professional Liability insurance with a combined single limit per occurrence of not less than \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

Required and attached Waived by Finance Manager _____

5. On All Types of Insurance. There shall be no cancellation or material change, reduction of limits, or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port.

6. Certificate of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract.

The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30 day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River).

Exhibit C

Janitorial Services Provided	Jensen	Marina Park(Chamber)	Marina Park 2 (DMV)	Big 7	Big 7
	400 Portway Ave.	700 E. Port Marina Way	600 E. Port Marina Way	616 Industrial Rd	616 Industrial Rd
Man hours per week - 28	2	2	10	10	4
Days scheduled	T	T,R	M,T,W,R,F	M,T,W,R,F	
Restrooms				Floors 3-4	Floors 1-2
Sweep & mop Floors	1	5	5	5	1
Sanitize fixtures, sink, toilets, urinals	1	5	5	5	1
Sanitize countertops	1	5	5	5	1
Wipe and clean partitions and walls	1	5	5	5	1
Spot clean mirrors	1	5	5	5	1
Restock paper products and hand soap	1	5	5	5	1
Wax floor monthly	yes	yes	yes	Yes	NO
Strip floor wax 2 times per year	yes	yes	yes	Yes	yes
Empty trash receptacles and reline (as necessary)	1	5	5	5	5
Entry Way					
Sweep & mop Floors	1 x mo		5	5	5
Vacuum floors	1 x mo	5	NA	NA	
Clean door glass interior/exterior	1 x mo	5	5	1	
Stairs					
Vacuum	1	1	NA	5	1 time per month
Clean hand rails, spot clean walls		1	NA	5	1 time per month
Hallway					
Vacuum/Sweep/mop	1	1	1 (back & front)	5	1
Spot clean wall	1	1	1 (back & front)	5	1
Elevator					
Vacuum/sweep/mop	NA	NA	NA	1	NA
Spot clean door glass and button panel	NA	NA	NA	1	NA
Fee per building per week	\$ 96.00	\$ 96.00	\$ 480.00	\$ 480.00	\$ 192.00
Total All buildings per week	\$ 1,344.00				
52 weeks at \$1,344.00	\$ 69,888.00	Port of Hood River provides-All paper products (TP, towels, liners)			
Supplies	\$ 4,000.00	Contractor provides- Cleaning supplies, cleaning equipment (mops, brooms, vacuums etc.) and hand soap			
Total Annual Contract Amount	\$ 73,888.00				

Prepared by: Kevin Greenwood
Date: August 20, 2024
Re: Res. Amending Airport Advisory Committee Rules



This resolution addresses issues discussed by the Airport Advisory Committee (AAC) over the last few meetings.

First, the terms of three AAC members were to end as of June 30, 2024. Previously the Port Commission had requested that all expiring committee terms were to be advertised and incumbents invited to apply. Staff submitted notices to the paper, on the Port's website and on social media soliciting AAC applications. After an extension of the deadline, staff received applications from all three termed-out incumbents. Those applications were reviewed by the AAC at their July meeting.

Additionally, one long-standing, termed-out incumbent of the committee is no longer an elector of the district and would currently be ineligible to serve. No other applications were received. The AAC discussed the matter and recommended that the Commission allow non-electors to serve on the AAC, if no resident elector applied.

In addition, the AAC felt that the current three-year term was not long enough to make a difference and recommended extending the terms to staggered four-year terms. Staff agrees that these recommendations make the appointment process more efficient.

RECOMMENDATION: MOTION to adopt a Resolution amending the Airport Advisory Committee rules.

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PORT OF HOOD RIVER
Resolution No. 2024-25-2

A RESOLUTION AMENDING THE AIRPORT ADVISORY COMMITTEE RULES

WHEREAS, the Governance Policy for the Port of Hood River Board of Commissioners was last updated on September 5, 2023, via Resolution No. 2023-24-4; AND

WHEREAS, Section 6 of the Governance Policy states that “...committees exist at the discretion of the Commission and may be formed, dismantled, inactivated or activated as conditions dictate”; AND

WHEREAS, the Airport Advisory Committee (AAC) at their July 18th meeting recommended that the Port Commission change the term of AAC membership to four years and to allow non-district electors to participate if there are no in-district electors interested in serving; AND

WHEREAS, the AAC also recommended to re-appoint all three termed out committee members who were the only applicants for the open positions; NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Amend the Port of Hood River Governance Policy to require four-year terms for Airport Advisory Committee (AAC) members.

Section 2. Stagger the membership terms as follows:

- A.** Pos. 1 Dave Koebel..... term through June 30, 2026
- B.** Pos. 2 Ken Musser (re-appoint)..... term through June 30, 2028
- C.** Pos. 3 Margo Dameier..... term through June 30, 2026
- D.** Pos. 4 Andreas von Flotow (re-appoint) term through June 30, 2028
- E.** Pos. 5 Doug Knight term through June 30, 2026
- F.** Pos. 6 Matt Swihart (re-appoint) term through June 30, 2028
- G.** Pos. 7 Tad McGeer term through June 30, 2026

Section 3. AAC membership may include non-electors of the district if no electors of the district are willing to serve.

Section 4. Staff is directed to codify this amendment into the Governance Policy according to past administrative practices.

Section 5. Resolution shall take effect upon adoption.

Adopted by the Board of Commissioners of the Port of Hood River on this 20th day of August, 2024.

SIGNED

ATTEST

Kristi Chapman, President

Michael Fox, Secretary

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Prepared by: Kevin Greenwood
 Date: August 20, 2024
 Re: FAA Grant Award for So. Apron T-Hangar /
 Taxi Lane Improvements

The Port received word from the Federal Aviation Administration (FAA) that two recent grant applications were awarded. Both draft grant agreements are included for Commission review.

A \$273,808 grant from the Airport Improvement Grant Program (AIP) will be used for design, bidding, and a portion of the construction of a turf taxi lane on the South Apron.

A \$82,350 grant from the Bipartisan Infrastructure Law (BIL) will be used to design and bid a 10-unit T-hangar on the South Apron.

The Port was awarded two smaller state Critical Oregon Airport Relief (COAR) grants earlier this year bringing the total dollar value of grants awarded to over \$372,000. Tracy May, P.E., Project Manager, Precision Approach Engineering (PAE), who has been guiding the project for the Port, indicates that other grants totaling over \$1 million will be applied for and likely awarded in the coming year.

SO. APRON TURF TAXILANE AND T-HANGAR PROJECT

	TAXILANE	T-HANGAR	TOTAL
AWARDED	\$ 281,808	\$ 90,350	\$ 372,158
2B AWARDED	\$ 188,567	\$ 903,650	\$ 1,092,217
PORT	\$ 5,875	\$ 479,050	\$ 484,925
TOTAL	\$ 476,250	\$ 1,473,050	\$ 1,949,300

The project has been a high priority project in the Port’s Strategic Business Plan (SBP) and, when completed, will generate as much as \$60,000 in gross revenue for the airport. 75% of the \$1.9 million project is anticipated to come from state and federal grants.

Jeff Renard, contract Airport Manager, will be working with PAE and the Port’s finance team to submit additional grant applications, grant reporting, develop procurement documents and manage the construction.

Bid documents will now be prepared, released and opened by March/April 2025 with construction starting later that Summer/Fall. There is a long waitlist for hangars which should allow the new hangars to be fully leased by June 2026.

RECOMMENDATION: MOTION to authorize the Executive Director to execute grant agreements and amendments related to the South Apron T-Hangar/Taxi Lane Improvement project.

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U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Oregon

Seattle Airports District Office:
2200 S 216th St
Des Moines, WA 98198

{{DateTime_es_:_signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Kevin M. Greenwood
Executive Director
Port of Hood River
1000 E Port Marina Dr
Hood River, OR 97031

Dear Mr. Greenwood:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-41-0026-018-2024 at Ken Jernstedt Airfield Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 5, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary actions to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is/are completed and all is/are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Mary Vargas, (206) 231-4131, mary.vargas@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{**Sig_es_:**signer1: signature}}

Ryan Zulauf
Acting Manager, Seattle Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date {{DateTime_es_:_signer1:calc(now()):format(date," mmmm d, yyyy")}}

Airport/Planning Area Ken Jernstedt Airfield Airport – Hood River, Oregon

Airport Infrastructure Grant Number 3-41-0026-018-2024 (Contract Number: DOT-FA24NM-0096)

Unique Entity Identifier JETJS92NEEX4

TO: Port of Hood River, Oregon
(herein called the "Sponsor")

DRAFT

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 25, 2024, for a grant of Federal funds for a project at or associated with the Ken Jernstedt Airfield Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ken Jernstedt Airfield Airport (herein called the "Project") consisting of the following:

Construct 10-unit Southwest T-hangar (phase 1-design);
which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$82,350.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$82,350 for airport development; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the close out of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless the offer has been accepted by the Sponsor on or before September 5, 2024, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

- 11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 12. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 13. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this Grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 16. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

19. Suspension or Debarment. When entering into a covered transaction funded by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the Responsibility/Qualification records in the Federal Award Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

DRAFT

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect;
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

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2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.

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4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

23. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- v. A court or grand jury;
- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
- vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

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1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
24. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
25. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

26. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

27. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerance permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

28. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

29. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers.
31. **Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 U.S.C. § 47133, and FAA’s Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).
32. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that make 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling of such aviation gasoline. This requirement remains until the earlier of 2030 or the date on which the airport or any retail fuel seller at the airport make available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.
33. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor’s certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:
- a. The Sponsor’s certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA’s acceptance of a Sponsor’s certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;

If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es.:signer1:signature:dimension(height=12mm,width=70mm)}}

(Signature)

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{{Name:signer1:fullname}}

Ryan Zulauf

{{Sig_es.:signer1:time}}

Acting Manager, Seattle Airports District Office

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

Port of Hood River

(Name of Sponsor)

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*{{*Ttl_es_:signer2:title}}*
(Title of Sponsor's Authorized Official)

DRAFT

By {{N_es_:signer2:fullname}}
(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title}}
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, **{{N es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime es :signer3: timestamp}}:format(date, "m - d - yyyy")**

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By: **{{Sig_es :signer3:signature.dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native American Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-587, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Prevention Act of 1973 – Section 102(a) – 42 U.S.C. § 4012.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14000 – Ensuring the Future is Made in All of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

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FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Government Work Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

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4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

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6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

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States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and upon approval by the Secretary, shall be incorporated into this Grant Agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In accordance with this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, flight sales and leases, sale of aviation fuel, and whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

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24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to owner or sponsor are paid or transferred consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, **DRAFT** areas of land, or establish thereon such structures, buildings, or other facilities as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such area or a portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Port of Hood River)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporate the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

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- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of July 25, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions as the hangar owner and the airport owner or operator may agree upon.

39. Competitive Access.

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- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Oregon

Seattle Airports District Office:
2200 S 216th St
Des Moines, WA 98198

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Mr. Kevin M. Greenwood
Executive Director
Port of Hood River
1000 E Port Marina Dr
Hood River, OR 97031

Dear Mr. Greenwood:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0026-019-2024 at Ken Jernstedt Airfield Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 5, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary actions to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is/are completed and all is/are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Mary Vargas, (206) 231-4131, mary.vargas@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{**Sig_es_:**signer1: signature}}

Ryan Zulauf
Acting Manager, Seattle Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date **{{DateTime_es_:_signer1.calc(now()):format(date," mmmm d, yyyy")}}**

Airport/Planning Area Ken Jernstedt Airfield Airport – Hood River, Oregon

Airport Infrastructure Grant Number 3-4-0026-0-2024 Contract Number: DOT-FAA-4NM-0081

Unique Entity Identifier JET192NEE1

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TO: Port of Hood River, Oregon
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 25, 2024, for a grant of Federal funds for a project at or associated with the Ken Jernstedt Airfield Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ken Jernstedt Airfield Airport (herein called the "Project") consisting of the following:

Construct Southwest Turf Taxilane and apron (phase 1-design);
which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$273,808.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of the Offer 18(b):

\$0 for planning

\$273,808 for airport development

\$0 for land acquisition.

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2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 5, 2024, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
 12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to define work items of the FAA, find it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
 13. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
 14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
 15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
 16. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
 17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency, official, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

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1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

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- b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 23. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a State of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - c. Remedy and Enforcement Authority.

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1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
24. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
25. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
26. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a Title VI Program (Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. Completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
27. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

28. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
29. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
30. **Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 U.S.C. § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.
32. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es.:signer1:signature:dimension(height=12mm,width=70mm)}}

(Signature)

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{{Name:signer1:fullname}}

Ryan Zulauf

{{Sig_es.:signer1:time}}

Acting Manager, Seattle Airports District Office

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

Port of Hood River

(Name of Sponsor)

 {{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

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By {{N_es_:signer2:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title}}

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, **{{N es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of paper documents. You are not required to read and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es :signer3:signature:dimension(height=12mm, width=70mm}}
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native American Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Prevention Act of 1973 – Section 102(a) – 42 U.S.C. § 4012.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14000 – Ensuring the Future is Made in All of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

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FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Government Work Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and upon approval by the Secretary, shall be incorporated into this Grant Agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In accordance with this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, flight sales and leases, sale of aviation fuel, and whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

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24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or sponsor are paid or transferred in accordance with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or the Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of the assurance in accordance with the provisions of 49 U.S.C. § 47107.

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26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land, or water, or estate therein, as the Secretary considers necessary or desirable for construction, operation, and maintenance, at Federal expense, of space or facilities for such purposes. Areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed, sex (including sexual orientation and gender identity) (42 U.S.C. § 47123 and related requirements) age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (Port of Hood River), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporate the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable trade opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 25, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions as the hangar and the airport owner or operator may agree upon.

39. Competitive Access.

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- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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Prepared by: Debbie Smith-Wagar
Date: August 20, 2024
Re: Helicopter Hangar Lease

Hood Tech Corp is interested in leasing the Helicopter Hangar at the Airport. The draft lease agreement is attached. The terms in the lease have been agreed to by Hood Tech and the Port. Final language in the lease is pending legal review.

RECOMMENDATION: MOTION to authorize lease after legal review.

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AIRPORT HANGAR LEASE AGREEMENT

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor,” and **Hood Tech Corp Aero, Inc**, an Oregon Corporation, hereinafter referred to as “Lessee.” The Lessor and Lessee may hereafter be referred to individually as a “party” or collectively as the “parties”.

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor leases to Lessee approximately 2,184 square feet of space at the Ken Jernstedt Airfield (the “Airport”), 3602 Airport Drive, Hood River, Oregon commonly known as the Helicopter Hangar (“Leased Premises”). The Leased Premises are further identified in the attached “Exhibit A.”

Hangar Name:	Helicopter Hangar
Leased Premised Address:	3602 Airport Drive
Lessee Suite/Description:	Entire Hangar
Leased Area:	<u> 2,184 </u> sf
Rentable Area:	<u> 2,184 </u> sf

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease term shall be on a month-to-month basis (the “Term”). Such month-to-month tenancy may be terminated by the Lessor or the Lessee on the last day of any calendar month by delivery of at least thirty (30) days’ advance written notice of termination to the other.

Lease Effective Date: September 1, 2024

- 3. Allowed Use.** Lessee shall use the Leased Premises for Aircraft storage, maintenance, aviation and related activities. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied at Lessor’s discretion.

- 4. Rent**
The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

- 4.1 Base Rent.** Beginning on the Lease Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

Suite #	Rentable Area Square Footage	Rate per s.f. per month	Monthly Base Rent
Heli Hangar	2,184 sf	\$0.46	\$1,000.00

- 4.1.1 Consumer Price Index (CPI).** Starting on the first anniversary of the Lease Effective Date, and occurring annually thereafter, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times

the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor ("CPI") for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than one (1) percent.

4.2 Additional Rent. Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 4.3.1 and Taxes and Assessments as defined in Section 4.3.2. Additional Rent shall be payable by Lessee to Lessor on the first calendar day of each month.

4.3 Additional Rent Calculation.

<u>Rentable Area</u> <u>(Square Footage)</u>	<u>Estimated rate per s.f. per</u> <u>month</u>	<u>Monthly Estimated</u> <u>Additional Rent</u>
2,184 sf	\$0.2893	\$631.91

4.3.1 Operating Expenses. Operating Expenses shall include all costs for the operation, repair and maintenance of the Hangar building and "Hangar building Exterior Areas" which are located on Lessor property adjacent and related to the Hangar, whether designated for a particular tenant or which benefit some or all tenants of other Airport hangars. Operating expenses may include but are not limited to:

4.3.1.1 All costs and expenses incurred by Lessor in maintaining and repairing the Hangar building and Hangar Exterior Areas, including but not limited to:

4.3.1.1.1 General Hangar Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;

4.3.1.1.2 Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;

4.3.1.1.3 Services such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance, if applicable;

4.3.1.1.4 General maintenance and repair of the Hangar building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service, if applicable.

4.3.1.1.5 Property management and administration fees required to enable the Hangar building to be used by tenants and maintained.

4.3.1.2 All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another tenant, including but not limited to: electricity, gas, water, telecommunications provided in suite, if applicable, as well as Hangar Exterior Areas.

4.3.1.3 Operating Expenses shall not include (a) Lessor's capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with the Hangar building, Hangar Exterior Areas or any equipment therein or thereon,

except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) attorneys' fees incurred in enforcing the terms of any Hangar lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor's general administrative overhead not directly attributable to management or operation of the Hangar building or Hangar Exterior Areas and (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

4.3.2 Taxes and Assessments. Lessee shall pay its proportionate share of all actual assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises and the Hangar building, the Hangar Exterior Areas and the property on which those sit, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

4.3.3 Annual Adjustment/Reconciliations. Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, provided Lessee is not in default of the Lease, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Or where the Term of the Lease has expired, refund the amount of overpayment to Lessee. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's estimated forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount accordingly beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and

any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

4.3.4 Late Charge; Interest. Rent not paid when due shall bear interest until paid at the rate of twelve percent (12%) per annum from the due date until paid. Lessor may impose a late charge of five percent (5%) of the overdue payment (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease.

4.3.5 The provisions of this Section 4.3. shall survive the termination of this Lease.

5. Hangar Exterior Areas. Hangar Exterior Areas are provided by Lessor for the joint use and benefit of tenants, including Lessee, their employees, customers, suppliers and other invitees. Hangar Exterior Areas are identified in the attached "Exhibit A". Use of available Hangar Exterior Areas shall be subject to compatible, non-exclusive use on the part of other tenants. Lessee agrees that its usage of such Exterior Hangar Areas shall not interfere or be inconsistent with the similar rights of other tenants. All and Exterior Hangar Areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Hangar Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Hangar Exterior Areas.

5.1 Hangar Exterior Areas. Include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Hangar building tenants as shown in the attached Exhibit A.

6. Parking. Lessee may park vehicles in Hangar Exterior Areas designated by Lessor for vehicle parking.

7. Control Access. Lessee shall be responsible for and take all reasonable measures necessary to prevent any and all unauthorized vehicles or pedestrians from entering the restricted areas at the Airport. The restricted areas include, but are not limited to runways, taxiways and aircraft parking areas.

8. Maintenance Obligations.

8.1 Lessor Obligations. Lessor shall maintain the Hangar building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Hangar Exterior Areas, including to the extent applicable

stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Hangar building, roof and elevators, except for equipment owned or leased by Lessee and other building tenants, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Hangar building. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Hangar building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

8.2 Lessee Obligations. During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition and repair to the reasonable satisfaction of Lessor and shall cause or permit any waste thereto. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses.

8.2.1 Lessee shall be responsible to maintain in good condition Hangar building doors, including the main Hangar doors, and door mechanisms, and shall pay for replacements if damaged for any reason. Lessee shall be responsible for repair and replacement of and liable for any damage to the Hangar building caused by or related to Lessee's or any Lessee invitee's use of the Leased Premises. Lessee shall maintain a metal drip pan in the Hangar under any parked aircraft engine. All maintenance on aircraft shall be performed by a certified and insured aircraft mechanic. Oily rags and similar materials shall be stored in metal, metal lined or other impervious containers with tight fitting covers. Combustible material shall be removed from the Hangar daily.

8.2.2 Notwithstanding the foregoing, Lessee shall promptly report to Lessor damage or any and all injury occurring in or to the Leased Premises.

8.2.3 All Lessee maintenance and repair work shall be performed only by a licensed contractor meeting, at a minimum, Lessor's standard services procurement standards both historically established for the Leased Premises and presently maintained for the Leased Premises. Lessor shall not be responsible for the cost of any alterations of or repairs to the Leased Premises of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the parties. If Lessee fails to repair and maintain the Leased Premises in good operating order, Lessor reserves the right in its sole discretion to perform the necessary repairs and maintenance of the Leased Premises subject to reimbursement from Lessee for the full cost of such repairs and maintenance. Upon written notice from Lessor, Lessee shall reimburse Lessor for the full cost of Lessor's repairs and maintenance, which shall be considered Additional Rent. Lessee shall hold Lessor harmless from any liens

that may be placed on the Leased Premises. If a lien is filed, Lessee must discharge the lien within twenty (20) days after receiving it. If Lessee fails to discharge the lien, Lessor may procure a discharge at Lessee's expense, which Lessor must immediately pay on demand and may declare a default by lessee.

9. Indemnification and Insurance

9.1 Lessee Hold Harmless Agreement. Lessee agrees to indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations relating to the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee, Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, attorney fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor, Lessor's Port Commissioners, officers, employees or agents by reason of any such claim, Lessee, upon notice from Lessor covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

9.2 Lessee Insurance. On or before the Effective Date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a) **Commercial General Liability** insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises. The combined single limit shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Four Million Dollar (\$4,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b) **Property Damage insurance** covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

(c) **Aircraft Hull insurance** covering the value of the aircraft stored in the Leased Premises.

(d) Lessee shall also immediately obtain and keep in force during the Term of the Lease workers' compensation insurance in full compliance with applicable state or jurisdictional statutory requirements. Lessee will provide Lessor with a copy of a certificate evidencing such insurance.

9.3 Waiver of Claims and Subrogation. Lessor and Lessee each hereby releases and waives any and all rights to recover from or proceed against the other party and its employees, agents and contractors, for loss or damage to any property of the releasing party or any person claiming through the releasing party arising from any of the risks covered by property insurance maintained or required under this Lease to be maintained by the releasing party under this Lease. Lessor and Lessee shall each cause their insurance policies to contain a waiver of subrogation provision consistent with the foregoing. The above waiver of claims and subrogation applies whether or not there are any deductibles or self-insurance.

9.4 Building Damage or Destruction. Lessor shall maintain property insurance covering the Hangar building and Hangar Exterior Areas providing protection against "all risk of physical loss". If the Leased Premises or Hangar building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

9.5 Eminent Domain. If more than twenty- five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against Lessor or the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

10. Lessor Funded Lessee Improvements. If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.

11. Lessee Alterations. Lessee shall not make any alterations, additions, or improvements (“Alterations”) in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor’s discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Hangar building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor’s indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor’s Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor. Under any circumstance, Lessee agrees to only contract with a Lessor-approved contractor for the performance of such alterations and obtain all necessary governmental permits and approvals and deliver copies thereof to Lessor and pay the full cost for such alterations, additions, or improvements. Lessor may, in its sole discretion, require that Lessee remove any such alterations, wiring, cables or conduit installed by or for Lessee after the Lease Effective Date and restore the Leased Premised to good condition and repair upon expiration or earlier termination of this Lease. All work in the Leased Premises by or at Lessee’s request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Leased Premises or Lessee’s interest in the Leased Premises as a result of any work performed by or at Lessee’s request. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

12. Liens. Lessee shall not give cause for the filing of any lien against the Leased Premises or Hangar building. Lessee shall promptly notify Lessor of, and shall defend, indemnify, and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

13. Fixtures and Personal Property. At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee’s abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may affect a removal and place the property in storage for Lessee’s account. Lessee shall

be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property. Notwithstanding the foregoing, Lessee shall be entitled to receive any condemnation award that is made directly to Lessee (i) for the taking of personal property or trade fixtures belonging to Lessee, (ii) for the interruption of Lessee's business or its moving costs, (iii) for loss of Lessee's goodwill, or (iv) for any temporary taking where this Lease is not terminated as a result of such taking. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

14. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Hanger Exterior Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

15. Leased Premises Condition; Lessor Access. Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Lessor in the condition when leased or as improved in good, broom clean condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty-four (24) hours oral notice (without notice to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same pursuant to Section 8 of this Lease within thirty (30) calendar days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

16. Compliance with Laws. As of the Lease Effective Date and throughout the Term of Lease, Lessee shall at its sole expense promptly comply and cause the Leased Premises to comply with all laws applicable to the Leased Premised, including but not limited to the ADA and environmental laws, all current and future rules and regulations of the Federal Aviation Administration, the State of Oregon and any public authority having jurisdiction over the Airport, as well as the Lessor 2017 Airport Minimum Standards and the Lessor Airport Rules and Regulations as contained in Ordinance 23 ("Legal Requirements"), a copy of which Lessee acknowledges it has received and

read. Lessee shall indemnify and hold harmless Lessor and Lessor's Commissioners, officers, agents and employees for, regarding from and against any and all claims and losses arising from or in connection with the violation of Legal Requirements occurring in, at or about the Leased Premises; together with all costs, expenses and liabilities incurred or in connection with each such claim, action, proceeding or appeal, including, without limitation, all attorneys' fees and expenses.

17. Security. Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of applicable Federal Aviation Administration ("FAA") or Port of Hood River Ken Jernstedt Airfield airport security regulations and measures. Security of the Leased Premises itself shall be the responsibility of Lessee.

18. Port of Hood River Policies. The Leased Premises is located at and a part of the Port of Hood River Ken Jernstedt Airfield which is governed by Port of Hood River Ordinance 23 and 2017 Minimum Standards. Lessee shall follow these Port of Hood River policies and any additional rules or regulations governing the Leased Premises or the Airport, which Lessor may adopt in the future. Any breach of these policies may be cause for termination of this Lease at Lessor's discretion.

19. FAA Requirements, Laws and Rules. Lessee for Lessee, Lessee's, agents, contractors, employees, licensees, invitees, 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 Leased Premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits ("facilities"), Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Lessee for Lessee, Lessee's agents, contractors, employees, licensees, invitees, 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 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. Lessee agrees to comply with all existing and future laws, ordinances and government rules and regulations applicable to Lessee's occupancy and activities at the Leased Premises, including any related to FAA Port airport grant requirements and other FAA requirements, and to comply with reasonable rules adopted by Lessor.

20. Safety. Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Leased Premises, except reasonable

quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's maintenance operations that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good environmental practices. Use of combustible materials for maintenance purposes requires Lessee to provide a aviation appropriate, commercial grade fire extinguisher for the Leased Premises. 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 Leased Premises daily.

21. Hazardous Materials. Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Leased Premises, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's operations and maintenance that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good environmental practices. Lessee covenants to remove from the Leased Premises, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment by Lessee, its agents, employees or invitees during the Term of Lease. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's Commissioners, officers, agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the Lease term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials on, in, or about the Leased Premises which occurs during the Term of Lease. LI Lessee shall promptly notify Lessor of any release of Hazardous Materials in, on, or about the Leased Premises that Lessee, or Lessee's agents or employees, becomes aware of during the Term of Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

22. Entire Agreement; Amendments. This Lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.

23. Quiet Enjoyment. From the Effective Date of the Lease, Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the Hangar building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.

24. Waiver. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

25. Assignment. Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent. Sublease rate shall not exceed the base rate of the master Lease.

26. Bankruptcy. Subject to Section 25, the Lease shall not be assigned or transferred voluntarily or involuntarily by operation of law. It may, at the option of Lessor, be terminated, if Lessee is adjudged bankrupt or insolvent, or makes an assignment for the benefit of creditors, or files or is a party to the filing of a petition in bankruptcy, or in case a receiver or trustee is appointed to take charge of any of the assets of Lessee or sublessees or assignees in or on the Leased Premises, and such receiver or trustee is not removed within thirty (30) days after the date of his appointment, or in the event of judicial sale of the personal property in or on the Leased Premises upon judgment against Lessee or any sublessees or assignee hereunder, unless such property or reasonable replacement therefor be installed on the Leased Premises. To the extent permitted by law, this Lease or any sublease hereunder shall not be considered as an asset of a debtor-in-possession, or an asset in bankruptcy, insolvency, receivership, or other judicial proceedings.

27. Default. Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder.

28. Remedies on Default.

28.1 Termination. In the event of default by Lessee, the Lease may be terminated by Lessor at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor, Lessor shall be entitled to recover damages from Lessee for the default and Lessor may reenter, take possession of the Leased Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

28.2 Reletting. Following reentry or abandonment, Lessor may relet the Leased Premises and, in that connection, may make any suitable alterations or change the character of the use of the Leased Premises, but Lessor shall not be required to relet for a use or purpose other

than specified in the Lease or which Lessor may reasonably consider injurious to the Leased Premises, or any tenant Lessor may reasonably consider objectionable.

28.3 Damages. Upon the occurrence of an event of default by Lessee, Lessor's remedies shall be the right to recover: unpaid Rent and amounts owing pursuant to this Lease; all costs incurred by Lessor in restoring the Leased Premises to good order and condition to the extent the need for such restoration arises as a direct consequence of an event of default by Lessee; reasonable costs of reentry and reletting without limitation the cost of cleanup, refurbishing, removal of Lessee's property and fixtures, and all actual damages caused by the default, including attorneys' fees and costs. Lessor may periodically sue Lessee to recover damages as they accrue, and no action therefor shall bar a later action for damages accruing thereafter. Notwithstanding any limitation on Lessor's remedies under this Lease, in the event of a breach or threatened breach by Lessee of any of its obligations under this Lease, Lessor shall also have the right to file a claim for specific performance and/or obtain an injunction.

28.4 Survival. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages shall survive such termination. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

28.5 Lessor's Right To Cure Default. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so after 30 days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other available remedy.

29. Landlord's Lien. In addition to any statutory landlord's lien and in order to secure payment of the Rent and all other sums payable hereunder by Lessor, and to secure payment of any loss, cost or damage which Lessor may suffer by reason of Lessee's breach of this Agreement, Lessee hereby grants unto Lessor, to the maximum extent permitted by Applicable Law, a security interest in and an express contractual lien upon Lessee's personal property (except motor vehicles); and such Lessee's personal property shall not be removed from the Leased Premises at any time when an event of default by Lessee has occurred and is continuing. The security interest herein granted is in addition to any statutory lien for the Rent.

30. Subordination, Attornment and Non-Disturbance. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Leased Premises (collectively, the "Encumbrances"). Lessee shall execute all documents requested by Lessor or the holder of an Encumbrance to confirm such subordination within ten (10) days after request therefor provided the holder of that Encumbrance recognizes Lessee's rights under this Lease unless Lessee is in default beyond any applicable cure period and provided that all such documents are provided both to Lessee's Notice Address.

31. Surrender/Holdover. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Leased Premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof excepted, as the same existed on the Lease Effective Date. If Lessee does not

vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to continue to treat Lessee as a month to month tenant, subject to all the provisions of this Lease, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy continues from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than ten (10) calendar days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

32. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent if any, to the person signing the Lease, or to Lessee's on site manager if any, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of the Port of Hood River at the Port of Hood River's office located at, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

33. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, action, counterclaim, or other proceeding ("Claim"), including any bankruptcy proceeding, instituted by either party against the other in connection with any controversy arising out of this Lease or the Leased Premises shall be brought and conducted within the Circuit Court of Hood River County for the State of Oregon. Any dispute involving this Lease may be resolved by court action or, in the alternative, mediation if both parties agree to mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto. If either Party engages a collection agency to pursue any delinquent amounts owed by the other Party, whether under the terms of this Lease or pursuant to a court judgment or other decree, the owing party shall pay, in addition to all amounts payable under this Lease or pursuant to the court judgment or other decree, all collection agency fees charged to the collecting party and all attorney fees incurred by the collecting Party in performance of such collection.

34. Limitation of Liability; No Personal Liability. Notwithstanding anything to the contrary in this Lease, except to the extent damages are caused by the negligence of Lessor and its agents and

employees, Lessee hereby releases Lessor, its agents and employees from (i) damage to Lessee's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Lessor's interest in the Leased Premises. Lessee agrees that, in the event of any actual or alleged Lessor default of this Lease or in the event of any other claim or cause of action by Lessee, the recourse of Lessee against Lessor for any damages (over and above damages actually paid by available insurance, if any) will be limited to, and any judgment against Lessor shall be satisfied only out of, the Leased Premises; no other assets of Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment in favor of Lessee against Lessor. There shall be no personal liability of the Lessor. Any claims by Lessee against Lessor will be limited to actual damages only and will not, under any circumstances, include consequential damages or punitive damages. In no event shall Lessee have the right to terminate this Lease nor to offset payments due hereunder by reason of a Lessor default.

35. Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this ____ day of _____, 2024.

Lessee:

Signed: _____

By:

Its:

Address:

Phone:

Email:

Lessor:

Signed: _____

By:

Its:

Address:

Phone:

Emai:

Port of Hood River

Kevin M. Greenwood

Executive Director

1000 E Port Marina Dr., Hood River, OR 97031

(541) 386-1138

kgreenwood@portofhoodriver.com

Exhibit A
LEASED PREMISES AND EXTERIOR AREAS



Commission Memo



Prepared by: Ryan Klapprich
Date: August 20, 2024
Re: Concrete cutting Big 7

Since the purchase of Big 7 at 616 Industrial, the Port has turned it from a cold storage to a leasable office setting. This building was built in the early 1900's and has gone through many changes. Some of the rental spaces lack windows making it hard to lease out. The Port is also in the process of trying to sell this building. Adding windows to the rental spaces can make them more attractive to potential tenants, ultimately increasing the chances of leasing out the spaces and selling the building faster. The quotes provided for cutting the walls for window installation should be reviewed and considered for approval to improve the appeal and marketability of the property. Port staff received three informal quotes and Finish Line Concrete Cutting is the lowest cost at \$18,913.48.

RECOMMENDATION: MOTION to approve a Big 7 concrete cutting quote with Finish Line Concrete Cutting in an amount not to exceed \$18,920.

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Quantity	Rental Cost	Price
Quantity	Disposal Cost / Fuel Cost	Price
	Fuel Cost	350.00
	Disposal Cost.	125.00

Subtotal \$18,885.00
CAT \$28.48
Total \$18,913.48

Quantity	Add Alt	Price
	lift If needed	2,100.00

Exclusions & Customer to provide as followed:

Parking	
Layout	
Power and water with 200'	
Bubble neg air if needed	
Hard mitigation if needed	

Specific Exclusions and Limitations:

1. Customer shall secure and provide all permits, licenses, fees and inspections required to complete work.
2. Customer shall provide all layout, locates, staging, scaffolding, shoring, bracing, barricades and traffic control.
3. All work to be performed straight time, Monday thru Friday, 6:00 AM - 6:00 PM unless otherwise noted.
4. Customer agrees that the following could result in an extra charge: Work stoppage as required by other, additional insurance premiums, added concrete thickness, any cuts that require "No Overcuts" or rebar in excess of #5 bar - 12" on center.
5. Finish Line shall not be held responsible for damage to concealed, hidden or buried objects in our under concrete slabs and walls.
6. Customer agrees that Finish Line will not be held liable for any discharge, emissions or release of hazardous materials present upon on inherent in the job site materials or existing conditions. Customer agrees to indemnify any such hazardous wates.
7. Finish Line is a service company leaving no material and/or product behind to carry a warranty, therefore retention on this project shall not be withheld from any payments due to Finish Line Concrete Cutting, Inc.
8. Should customer issue a purchase order or contract, this quotation and all items and conditions herein, shall become part of such documents.

Thank you for the opportunity to bid this project!

Submitted By:

Troy Horton

Troy Horton, Estimator



6816 NE 40th Ave, Suite A Vancouver, WA 98661
 (503) 285-6731 (360) 694-8564 (800) 736-8564
 FAX: (503) 285-6907

WA. Contr. License# ACCURCC153M12
 OR. Contr. License# 191788

To: Port of Hood River

Address: _____

State: _____ Zip: _____

Person Requesting Bid:	Phone:
Ryan	
Email:	
rklapprich@portofhoodriver.com	
Date Quoted:	Quoted By:
May 22, 2024	Jason T

Inside Work	Yes	No	Plastic	Yes	No
Overtime	X		Extra Man	X	
Vacuum	X	X	Scaffolding		
Scanned			GPR PO#		
Water		FT	Power		FT
Trk to Work		FT	Ht. of Work		FT

Area of Project:		
Job Name:		
Address:		
616 Industrial		
City:	Cross Street/Zip Code:	
Hood River, Or		
DISPATCH INFORMATION		
Date:	Day:	
	Time:	
P.O. Number:	Job Number:	
Sec on job:	Job Phone:	
Ordered by:	A.C.C Job Number:	
Certified Payroll:	YES	NO
BOLI:	YES	NO
OCIP	YES	NO
Specialty Equipment:		
8,000 pound Reach all lift rental		

PROJECT DIScription:			Cut, Remove & Haul Away
2	EA	4' x 4' Window openings x 15" Max depth concrete wall (301 office) ← See emails	LS
4	EA	5' x 3' Window openings x 15" Max depth concrete wall (302,303 office)	LS
1	EA	MOB/ Dump fees	LS
* Customer to provide containment on the inside * Customer to provide a boom lift to work from * Priced for regular business hours and a continuous work schedule. * Customer to provide adequate access to work area for equipment and vehicles. * Customer to provide any protection needed for the access path into the work area.			TOTAL \$19,522.00 We accept all major credit cards.

Pricing based on unless otherwise noted;	
1) Layout and locates by others.	8) All shoring, bracing, barriers and or picking by others.
2) One move in based on regular business hours.	9) Retention will not be withheld unless pre approved.
3) Traffic control and parking provided by others.	10) This quotation will become part of the contract.
4) Permits, testing, special inspectors & proctor by others.	11) Pricing subject to change if conditions or scope change.
5) Stand by charged @ \$105.00 per Employee per hour.	12) Quotation is good for 3 months.
6) Security and weather protection by others	13) Patch back due to over cutting and or anchor holes by others and not included.
7) Engineering controls, work practices & respiratory protection will be in place to limit employee exposure to Respirable Crystalline Silica <small>ACC excludes any special insurance requirements (Pollution, Long Shoreman, ETC).</small>	

HAZARD AWARENESS

Per the customer associated with this estimate/dispatch, it is acknowledged that Accurate Concrete Cutting is working in a Hazard free zone.
 (Hazards are as follows: Asbestos, Lead, Mercury, ETC)

Signature: _____

Ryan Klapprich

From: Jason Tipps <JasonT@accurate-concrete-cut.com>
Sent: Thursday, July 25, 2024 3:23 PM
To: Ryan Klapprich
Subject: RE: info

Ok, its almost a wash since I planned on 15 and its about the same. Some not as thick and some a bit thicker.

Thanks,
Jason T | Estimator | PM
Web: [Accurate Concrete Cutting](#)
| C 360-609-6549

From: Ryan Klapprich <rklapprich@portofhoodriver.com>
Sent: Thursday, July 25, 2024 1:18 PM
To: Jason Tipps <JasonT@accurate-concrete-cut.com>
Subject: RE: info

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

I had to remeasure a few things and the actual numbers are as follows,
4 windows are in the 10.5 inch wall
2 windows are actually 18.5 inch

Could you re submit a quote with those numbers please?
Thanks

From: Jason Tipps <JasonT@accurate-concrete-cut.com>
Sent: Wednesday, May 22, 2024 10:14 AM
To: Ryan Klapprich <rklapprich@portofhoodriver.com>
Subject: RE: info

The two windows on the East side over the roof are going to be the most challenging to cut and remove. The other two sides we can use a reach all lift to remove the concrete in bigger pieces. We will do the best we can as far as the slurry containment goes but you may want to plan on some exterior painting as the slurry can tend to stain the old paint.

Thanks,
Jason T | Estimator | PM
Web: [Accurate Concrete Cutting](#)
| C 360-609-6549

From: Ryan Klapprich <rklapprich@portofhoodriver.com>
Sent: Tuesday, May 21, 2024 1:45 PM



Office: 503-761-3961
4334 NE 148th Ave, Portland, OR 97230
OR: 216167 WA: BEDROCC837QH
COBID ESB: 11242

Quote

Quote: **13668**

Quote Date: 23 Jul 2024
Quote Expires: **22 Aug 2024**

Job Name: Big 7 Building
Task Type(s): MOB,WS,WS,WS
Sales Rep: Ian Kirkley

4334 NE 148th Ave
Portland, OR 97230
(503) 761-3961

Price based on
Normal working hours M-F, 6 AM to 6 PM
Area is free and clear of obstructions
Rebar in concrete

Inclusions

Sawing & drilling methods: Using techniques, equipment, and procedures used for the demolition work, ensuring compliance with safety regulations and industry standards.
Over cuts: Over cutting on all slab openings will be performed unless otherwise requested at an additional charge.
Waste disposal: Handling, removal, and disposal of demolished materials, in compliance with environmental regulations and disposal methods.
Safety measures: Using appropriate safety measures during the demolition process, ensuring worker and public safety.
Site cleanup: Clean up using vacuums, squeegees, water or other site specific processes.
One mobilization. Additional mobilizations will be charged \$1000 each.

Exclusions [Bedrock's customer is the Contractor]

Standby: Standby time will be charged at a rate of \$150 per hour per crew member.
Thickness: Any thickness greater than listed will constitute a change in price paid for by contractor.
Layout: Contractor to provide clear layout of cutting perimeter.
Flooring: Contractor must remove all flooring. If flooring is not removed an Asbestos report must be provided and T&M will be charged for removing.
Obstructions and access: Contractor to remove all obstructions, material piles, etc. and provide a clear path for access.
Water and power: contractor to supply water spigot and power within 300 ft
Power: the following power will be provided: 120V / 480V 3phase 50 amp
Parking: Contractor to supply adequate parking for scope of work: Truck / trailer / dropbox
Equipment: Contractor to supply - scissor lift, reach lift, crane, etc. as required by the scope of work.
Permits and fees: Costs associated with permits, impact fees, or other regulatory requirements, unless specified otherwise.
Site specific conditions: Price may be subject to change if unexpected or concealed site conditions arise during the course work.
Existing conditions: Exclude responsibility for any existing conditions or pre-existing damage that may affect the specialty work unless otherwise agreed upon.
Hazardous materials: Exclude responsibility for the handling, removal, or disposal of hazardous materials unless specified otherwise.
Right of way or access: Exclude responsibility for obtaining necessary rights-of-way, easements, or access to the site.
Testing and inspections: Exclude responsibility for specialized testing, inspections, or quality control.
Structural engineering: structural engineering services related to the demolition are not included
Utilities disconnection and reconnection: Exclude responsibilities for utility disconnection or reconnection.

Other

All addenda up to the date listed on this quote are acknowledged.

Quote Accepted By:

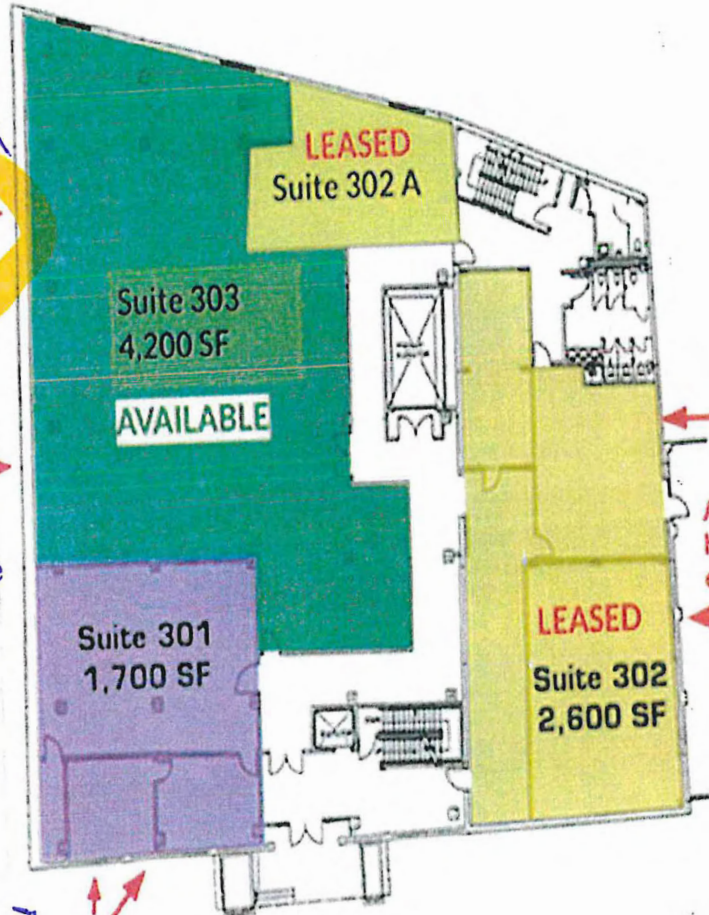
well 18.5" Thick
Concrete Driveway
this is on second
Story.

Add 2 windows 5 x 2

Slight Slope
on ground

Ground level

Add a window to both small
offices, as large as possible in
the space.



Add windows to both wa
here. 5 x 3s or something
close to that size.

On a concrete
roof patio
need to check load
rating if putting
machine on

Commission Memo



Prepared by: Debbie Smith-Wagar
Date: August 20, 2024
Re: Accounts Payable Requiring Commission Approval

Beery, Elsner & Hammond, LLP	\$7,681.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$7,681.00
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Beery, Elsner & Hammond, LLP

**1804 NE 45th Ave
Portland, OR 97213-1416
(503) 226-7191
Tax ID #93-1234801**

August 16, 2024

Port of Hood River
1000 E. Port Marina Dr
Hood River, OR 97031
dsmith-wagar@portofhoodriver.com

Our File: PORTHR

SUMMARY OF ACCOUNT

NEW CHARGES PER ATTACHED STATEMENT(S)

<u>Matter</u>	<u>Balance Forward</u>	<u>Payments & Credits</u>	<u>Total New Charges</u>	<u>Balance Due</u>
AIRPORT-Airport	4,587.00	4,587.00	85.50	85.50
GENERAL-General	6,583.00	6,583.00	6,424.50	6,424.50
PSAFETY-Public Safety	0.00	0.00	171.00	171.00
PWORKS-Public Works	0.00	0.00	1,003.00	1,003.00
REALPROP-Real Property Transactions	1,375.00	1,375.00	0.00	0.00
TOTAL	12,545.00	12,545.00	7,684.00	7,684.00

LEGAL FEES (per the attached itemization): \$ 7,684.00

DISBURSEMENTS (per the attached itemization): \$ 0.00

Balance (current bill) \$ 7,684.00

Previous Balance Due \$ 12,545.00

Total Payments and Credits \$ 12,545.00

TOTAL BALANCE DUE \$ 7,684.00

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HRWSBA

Replacement Bridge Project Update

Port of Hood River Coordination

Port Admin Relocation

- FHWA has approved the HRWSBA to track local funding spent prior to the INFRA grant agreement and use them as local match for the INFRA grant. This decision allows the Authority to move forward with the Right of Way coordination with the Port.
- The project team has continued to coordinate with FHWA on the relocation and acquisition process related to the POHR facilities. FHWA has instructed the project team not to move forward with acquisition activities until the Section 6f use/conversion of the parking lot and boat ramp are better understood, and clear commitments for the treatment of the protected resource are made. A meeting has been scheduled for 8/16/24. The Port has been invited to this meeting.
- The Project team held a Non-Residential interview with the PORT on 7/24/24. The project team will be following up with the Port once a conflict-of-interest policy has been finalized.
- FHWA sent the Bridget Authority a conflict-of-interest letter (see attached) requesting that all right of way activities with the Port be placed on hold until the conflict is resolved. HRWSBA met with FHWA to discuss the letter on 8/7 and is in the process of developing a policy to address the letter from FHWA. A date to restart the process with the Port has not been established. The attached schedule is being updated to reflect this.
- Appraisals for the Port facilities will be started once the project team receives approval from FHWA to move forward (see attached schedule)

Port Tenant Relocation (No update)

- Tenant relocation will be done in coordination with the Port Relocations activities.

Port Real Property Transactions

- Kiewit is advancing the base design and construction methodology that will finalize the area of impact to Port facilities. Kiewit has finalized the right of way that is needed from the Port and provided this information to the Right of way and survey team. FHWA has requested that detailed meets and bounds description be developed for these areas and that is in process. Once these descriptions have been finalized the next step will be to begin the appraisal process.
- Upon approval from FHWA to move forward the POHR and HRWSBA will need resolve how to move forward with real property transactions.

Construction Laydown Area

- Kiewit is finalizing the bridge type and has determined the areas of impact (see attached map). The project team is developing metes-and-bounds descriptions for these areas.
- The project will maintain full use of the fuel site located on Port property and this will be documented in the project documents.
- The project will maintain the current utility connections located on Port property and their functions. The approach to maintain these facilities will be documented in the project documents.

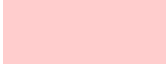





6(f) Mitigation

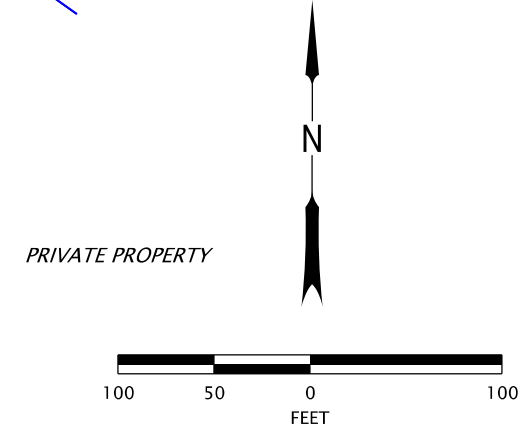
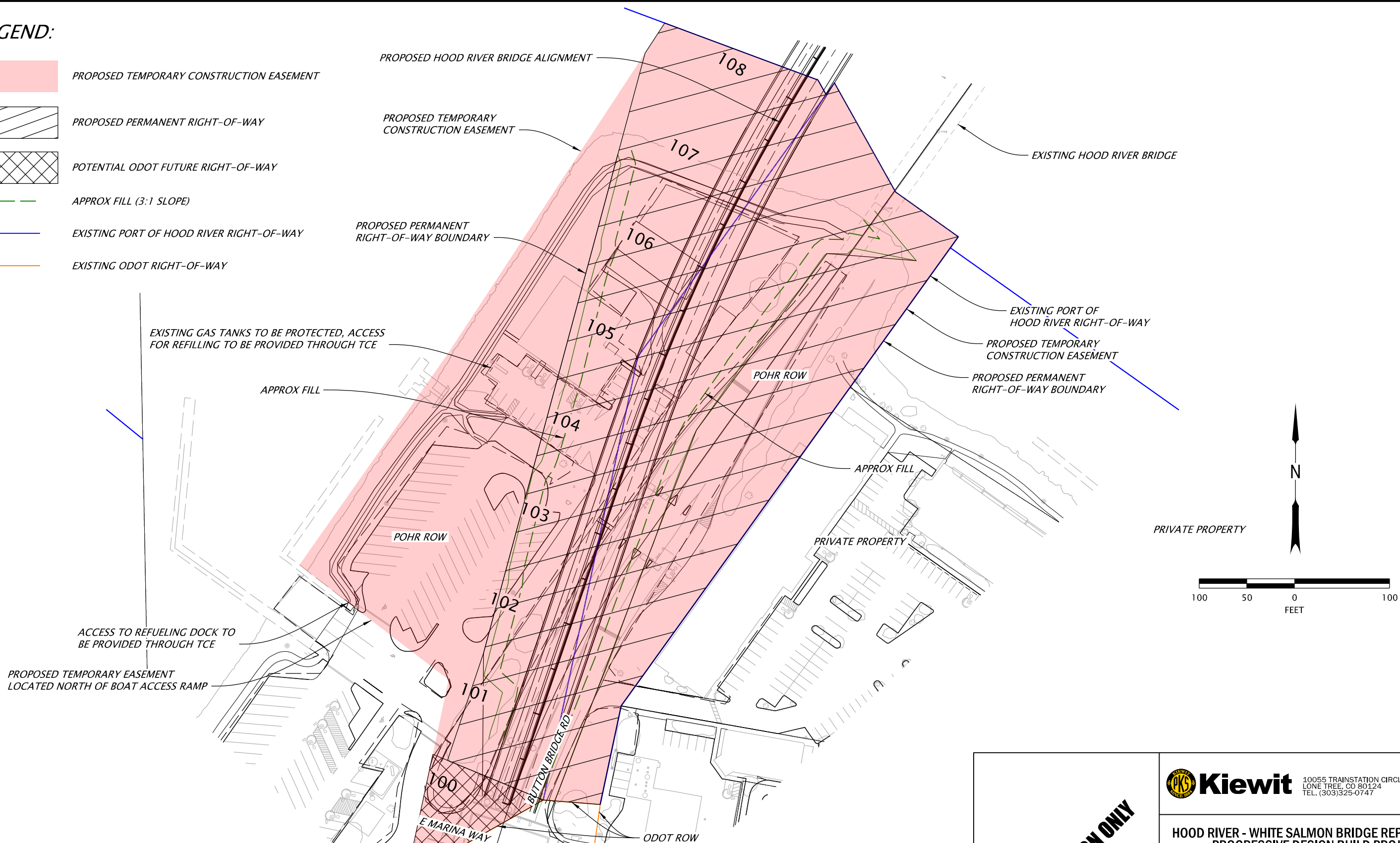
- NPS and OPRD have approved the revised 6(f) boundary in the Marina area based on coordination with the Port and HNTB.
- Once project footprint in 6(f) boundary is determined by Kiewit, land appraisals by HNTB team will be completed on encumbered 6(f) land (area around Port office). This is expected to occur in fall/winter 2024. Per 6(f) rules, appraisal of replacement/mitigation recreation land must also be done and the replacement land qualifies for mitigation if it has an equal or higher fair market value than encumbered 6(f) land. The proposed mitigation land must also not have been used for recreational historically or currently.
- The Port has identified potential offsetting/mitigation land east of the Maritime Building on Portway on existing light industrial land. Appraisal of this land will need to occur in parallel to appraisal of impacted 6(f) land. This property will need to be confirmed as eligible property in coordination with OPRD/FHWA/NPS. The Authority will also need take an action to move forward with the mitigation.
- Meeting with OPRD and NPS in March 2024 indicated that the conversion process and implementation of recreational features on the conversion land do not need to be completed prior to the start of construction. Both agencies need to have approved the conversion approach prior to 6(f) impacts occurring.
- A meeting is scheduled for 8/16/24 to discuss 6f properties with FHWA/OPRD/NPS, HRWSBA and POHR. The meeting is to provide an overview of the project, discuss right of way acquisition withing the 6f boundary and discuss the NEPA process for the projects 6f conversion.

4(f) Mitigation (No update)

- The WSP NEPA team and ODOT are completing a re-evaluation of properties in the project footprint on Port property to determine if they have “aged into” classification of being historic properties. Properties 50 years old or older can qualify as being historic under Section 106 of the NHPA and 4(f). The evaluation should be completed in late June. It is expected that the existing draft *de minimus* 4(f) determinations will be maintained during this re-evaluation.

LEGEND:

-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT
-  PROPOSED PERMANENT RIGHT-OF-WAY
-  POTENTIAL ODOT FUTURE RIGHT-OF-WAY
-  APPROX FILL (3:1 SLOPE)
-  EXISTING PORT OF HOOD RIVER RIGHT-OF-WAY
-  EXISTING ODOT RIGHT-OF-WAY



NO.	DATE	REVISIONS	BY

INFORMATION ONLY



Kiewit

10055 TRAINSTATION CIRCLE
LONE TREE, CO 80124
TEL. (303)325-0747



**HOOD RIVER - WHITE SALMON BRIDGE REPLACEMENT
PROGRESSIVE DESIGN BUILD PROJECT**

HOOD RIVER COUNTY

Designer:	Reviewer:
Drafter:	Checker:

ROW EXHIBIT	SHEET NO.
--------------------	-----------

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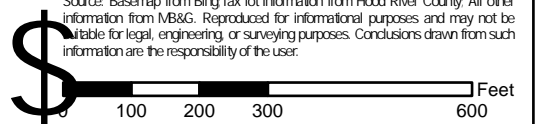


Figure 1.
LWCF Boundary Determination

Hood River-White Salmon Interstate Bridge Replacement
 Section 6(f) LWCF Boundary Determination
 Hood River, Hood River County, OR /White Salmon, Klickitat County, WA

MASON, BRUCE & GIRARD
 Natural Resource Consultants

Source: Basemap from Bing; Tax lot information from Hood River County. All other information from MB&G. Reproduced for informational purposes and may not be suitable for legal, engineering, or surveying purposes. Conclusions drawn from such information are the responsibility of the user.



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Prepared by: Kevin Greenwood
Date: August 20, 2024
Re: Procurement Rules

Like many of the Port's policies, changes in state rules often require updates to local rules. The big changes in the last legislative session increased limits in the three types of procurement. Small direct purchases increased from \$10,000 to \$25,000. Medium procurements (i.e. obtain 3 informal quotes) increased from \$100,000 to \$250,000. Large competitive procurements increased from over \$100,000 to over \$250,000. There are other limits for public improvement projects. The Port last updated its procurement rules with Res. No. 2015-16-7 adopted May 10, 2016.

Staff has been working on an update to these rules with Ashleigh Dougill, the Port's legal counsel at Beery Elsner and Hammond (BEH). Most of these changes are boiler plate, but there are a few areas where the Commission has some discretion in setting policy.

The purpose of this memo is to identify those policy items, receive feedback from the Commission and incorporate Commission preference into a draft of the procurement rules. The draft procurement rules will be included as a Discussion Item on the September 17 regular meeting with the goal of adopting the rules by resolution at the October 15 regular meeting.

ITEMS FOR COMMISSION CONSIDERATION

1. *Executive Director Purchase Authority* – The current procurement rules state that the Executive Director has authority to make purchases not exceeding \$5,000. In the early 2000s, the state changed the small procurement limits from \$5,000 to \$10,000, however, the Port did not update the ED's authority. Despite the \$5,000 limit, the ED has approved purchases less than \$10k. A survey of Oregon Port procurement levels are included as an attachment to this memo.

The recent state legislation has increased the small procurement limit from \$10k to \$25k. Though, many municipalities allow the chief executive officer (e.g. city manager, executive director, general manager) to approve intermediate contracts (i.e. obtaining three informal bids). Should the Executive Director be allowed to approve intermediate contracts? If so, up to how much?

Another option allows the CEO to approve contracts up to an aggregate annual amount. For example, the Exec. Director at the Port of Portland has authority to approve contracts up \$2-million annually for goods, services and personal services not specifically included in the fiscal year budget. Should the Executive Director be allowed to procure contracts up to a certain aggregate total each year?

Yet another consideration is whether a project is included in the budget. Again, the Port of Portland allows the Executive Director unlimited authority to procure contracts for any amount, if the project is included in the budget. Should the Executive Director have different purchasing authority for projects included in the budget for new projects not specifically included in the budget?

RECOMMENDATION: Executive Director authority up to \$250,000 (intermediate) for all budgeted projects; and up to \$75,000 for all other contracts.

DECISION:

2. *Commission Review of procurement documents prior to advertising* – the current procurement rules do not require the Commission to review procurement documents (e.g. scope of work, proposed schedule, scoring matrix, sample contract) in advance of releasing the procurement. Though it is not required, staff has brought scopes of work for projects to the Commission for approval before releasing the project.

This does add another public meeting to the procurement calendar, but it also gives the Commission an opportunity to review project details before the documents are released. If the Commission would like to approve the procurement documents before being released, would it like to see everything, just the scope of work, or everything but the sample contract, other?

RECOMMENDATION: The scope of work of a procurement should be included as an exhibit in the next Commission meeting packet for informational purposes, not as an action item.

DECISION:

3. *Commission approval of non-budgetary change orders* – Currently all change orders for contracts over the Executive Director's purchase authority are brought to the Commission for approval including those change orders that do not include a budgetary change. Examples of non-budget change orders include changes to the scope of work, changes to the schedule, or changes to key personnel. Normally these changes are known by the Commission during presentations or project discussions. Would the Commission prefer to continue to approve non-budgetary change orders or amendments; or would they prefer those amendments be delegated to the Executive Director?

RECOMMENDATION: Delegate authority to sign non-budgetary contract to the Executive Director and have a summary of the changes reported to the Commission at the next regularly scheduled meeting.

DECISION:

4. *Allowing employees to acquire surplus property* –The current rule allows the Executive Director to liquidate surplus property and if unable to generate revenue either donate or dispose of in any means available. Currently, port employees are not restricted to bid or

otherwise purchase surplus property after three days of no other purchasers. Employees are often knowledgeable of surplus property and should be given the option to acquire property before removing.

RECOMMENDATION: Allow employees equal access to surplus property equal to other members of the public.

DECISION:

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EXECUTIVE PURCHASE AUTHORITY BY OREGON PORT

Port	Total Requirements	Total FTE	Staff Purchasing Limit	Detail	Policy Establishing Limit
Alsea	\$ 668,519	3.0			
Arlington	\$ 5,161,116	4.0	\$ 4,500		board policy over a decade ago
Astoria	\$ 17,655,537	32.1	\$ 75,000		procurement rules (adopted)
Bandon	\$ 2,935,143	7.5			
Brookings-Harbor	\$ 6,646,638	12.5			
Cascade Locks	\$ 16,375,918	19.0	unlimited	if in budget. All other to board.	procurement rules
Columbia County	\$ 17,791,288	19.0			
Coquille River					
Coos Bay	\$ 85,789,373	26.0	\$ 150,000	for goods and services within FY budget	Public Contracting Resolution, Nov. 2015
			\$ 150,000	for leases and revenue-producing contracts	
			\$ 100,000	for public improvement contracts	
			25%	for change orders/amendments	
Garibaldi	\$ 2,341,231	10.0	\$ 10,000		Financial Management Rules
Gold Beach			\$ 5,000		past practice
Hood River	\$ 51,142,850	29.6	\$ 10,000		procurement rules
Morrow	\$ 473,772,257	163.0			
Nehalem	\$ 1,812,444	0.5			
Newport	\$ 79,016,007	31.8			
Port Orford	\$ 705,000	5.0	\$ 10,000		resolution
Portland	\$ 3,751,804,679	902.0	\$ 2,000,000	annual aggregate for goods, services	procurement rules
			unlimited	if in budget. All other to board.	
Siuslaw	\$ 6,541,361	7.0	\$ 10,000		past practice
The Dalles	\$ 23,436,513	3.8			
Tillamook Bay	\$ 8,348,631	26.0			
Toledo	\$ 11,165,742	27.0	\$ 10,000		limit for personal service contracts, per procurement rules
Umatilla	\$ 17,878,216	1.1	unlimited	if in budget. All other to board.	past practice
Umpqua	\$ 1,798,447	1.8			

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Executive Director's Report
August 20, 2024

ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR

GRANTS PASS V JOHNSON APPLICATION TO SPECIAL DISTRICTS / SIERRA DEAK, BEH

- *Last month staff reached out to port counsel regarding the recent Supreme Court decision, City of Grants Pass v. Johnson, and how the ruling would apply to non-city local governments. BEH – the Port's law firm - provide a brief summary here of the ruling and how the decision and existing Oregon law impacts the ability of different local government entities to regulate encampments on public property.*

In City of Grants Pass v. Johnson, the U.S. Supreme Court held that the enforcement of city ordinances regulating homeless encampments on public property does not constitute "cruel and unusual punishment" as prohibited by the 8th Amendment. This ruling applies to all municipalities, including counties and special districts.

This decision essentially leaves it up to the states to create rules that determine the power of public entities to regulate homeless encampments on public property. In Oregon, Governor Kotek introduced HB 3115 in 2021, which requires that city and county laws "regulat[ing] the acts of sitting, lying, sleeping or keeping warm and dry outdoors on public property that is open to the public" be "objectively reasonable." Another Oregon bill enacted during the 2021 Legislative Session was HB 3124, which changed how cities and counties must provide notice to unhoused individuals before closing an established campsite. Both HB 3115 and HB 3124 only apply to public property that is used for a public purpose.

While both HB 3115 and HB 3124 apply to cities and counties, they do not apply to special districts like the Port. Therefore, there is no current Oregon state law that restricts or dictates the power of special districts to regulate homeless encampments on public property.

However, it is important to note that even with the Grants Pass decision and the lack of Oregon law controlling special districts on this issue, special districts are still subject to a federal constitutional obligation to provide due process to its citizens when removing personal property. The Port's facility ordinance includes due process provisions which were followed during the clean-up of the illegal camps on Port property between the UP RR and I-84.

ROUNDAABOUT AT LOT 1 / SCOTT KEILLOR, WSP

- *See Consent Agenda item*

PARKING LOT DEVELOPMENT / CARLOS GARRIDO, HRK

- *Project Schedule attached*
- *Land Use Application being submitted this week*

PROPERTY LEASING UPDATE / ANNE MEDENBACH

- *Showed Wasco downstairs last week; photos for full building going up next week.*
- *Term sheet with Hood River Art Collective has been developed for the Big 7. Upon approval of concrete contract, staff will begin improving space for November lease.*
- *Columbia Gorge News has now vacated their space at the DMV Building; DMV is interested in leasing the whole space. Negotiations will be starting shortly.*

COAST GUARD RULE CHANGE FOR LIFT REQUESTS

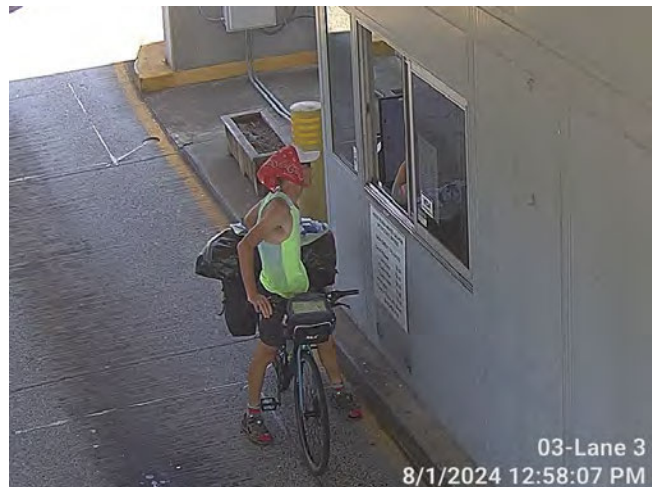
- Rule change is still in the 120-day federal process, which started June 27, 2024.
- Dist. 13 noted on Aug. 14th that the NPRM is still at USCG HQ under legal review.
- Steps in the process:
 - Dist. 13 Bridge Manager drafted Notice of Proposed Rulemaking (NPRM) - complete
 - Dist. 13 admin and legal reviews – complete
 - USCG HQ admin reviews - complete
 - USCG HQ DC legal review – currently under review
 - Notice is assigned a federal register docket number
 - Posted to the Federal Register for 45 days comment period.
 - Process repeats for the Final Rule

CENTENNIAL EVENT / GRETCHEN GOSS

- See Consent Agenda item.

OTHER ACTIVITIES

- Attached please find Gretchen Goss' report on the License Plate project.
- Two Executive Sessions for September: One, to discuss Port property assessment and transaction to HRWSBA; and, two, to discuss Executive Director performance evaluation.
- Mt. Hood Meadows/CAT parking agreements are being reviewed for winter season.
- HDR is beginning study for height restriction bar addition. Will also include additional width and height restriction signs.
- Conducted exit conference with departing maintenance employee.
- Signed on to federal legislation aiming to codify the first-ever definition of “special district” in federal law, ensuring that Port districts are eligible for appropriate forms of federal financial assistance.
- Read and reviewed draft 2024 Personnel Rules
- Received word that the Mt. Hood Railroad \$1.75M Connect Oregon grant application was successful. The Port wrote a letter of support for the application. They will be rehabilitating track, sidings and out-of-service spurs.
- Toll booth staff noted two bicyclists crossed the bridge in early August. Traffic was slowed significantly while they worked their way across the bridge. The Port is able to cite, but city law enforcement needs to be able to obtain identification since Port staff should not do that.
- The Heritage Council for the History Museum of Hood River County has invited the Port Commission to attend a thank-you breakfast at the Big 7 building in late October or November. Further details are forthcoming.
- Jeff Renard's Airport Report is attached along with Hood Aero's FBO report.
- Sent two certified mail citations to violators of bridge closure signage. If they don't pay, they will be cited in the Small Claims Court.



FINANCE – DEBBIE SMITH-WAGAR, FINANCE DIRECTOR

- Software: We are continuing to implement additional modules in the new software, such as fixed assets, accounts receivable, and cashiering. To take advantage of efficiencies in the

software it requires a lot of set up and training. We are currently working on monthly budget to actual reports for all of the Port's revenue centers.

- Replacement Bridge: The firm that did the traffic and revenue (T&R) study for the Washinton State Transportation Commission, CDM Smith, is now under contract with the Hood River White Salmon Bridge Authority (HRWSBA) to produce the investment grade T&R Study in order to qualify for a TIFIA loan. The Port Finance department will be working closely with CDM Smith as much of the information required for the T&R Study will come from the existing bridge data.
- HRWSBA will also be working on their toll policy and related toll rates to be used in the T&R Study. The Finance department is also providing information and assisting in that process.
- 501c3: A calendar has been developed in order to get all of the paperwork filed with the state and federal government and have the 501c3 up and running by the middle of October.
- Tolling Back Office System: The company that provides our tolling back office system, P Square, has been acquired by another tolling company, Neology. For now, Neology is keeping P Square intact, but we don't know yet what that will mean for the future. P Square has always been a good partner with the Port as the Port was their first customer, and the company felt like the Port really gave them a chance to get established. Our current contract with P Square will be transferred to Neology. It expires June 30, 2025.

WATERFRONT/MARINA – DARYL STAFFORD, WATERFRONT MANAGER

- Daryl gave a presentation about opportunities and goings on at the Port to 20 interns (ages 16-19) from Wylde Wind & Water (WWW) who teach water safety and water sports opportunities in the community. The group mostly had questions about the new bridge such as will there be a fee to walk or bike across the bridge? Why don't we round up the fee to the nearest dollar (they don't like change). Will there be jobs for locals during the project? Quite a few of them did not know about the Port's Breezeby program.
- 
- Upcoming Waterfront Events include: CGW2 Gear Swap Sept. 1; All Wind Sport Tradeshow Sept. 2-7; Pfreim's Octoberfest Sept. 21; Hops Fest October 5; HR Bridge celebration Oct. 6, Harvest Fest Oct. 11-13; and the Gorge Marathon Oct. 20th.
 - Our new employee Molly Harpel has been a great help in organizing reports on waterfront parking and putting together informational spreadsheets for the airport and building tenants. She will provide Kevin with information (not audited but ballpark) to share with the Commission. Molly has an incredible set of skills for project management, tracking and efficiencies. She is a pleasure to have in the office and we are so happy to have her on our team!
 - Molly prepared a Parking Report that includes total transactions, gross revenue, citations and dismissals. A report from June and July is attached. Less than 7% of total transactions resulted in a citation. About a quarter of the citations were dismissed. The port's goal is compliance and would like to minimize citations whenever possible.

- Staff continue to field inquiries regarding opportunities for food carts on the waterfront. The response is that until the infrastructure is in place we are on hold to applications.
- Requests for interesting waterfront enhancements continue to come in. This month there was a request for a Muscle Beach Outdoor Gym, which is kind of like an outdoor cross-fit center or an outdoor playground for adults. We also received a request for a beach volleyball court. Great ideas for future waterfront recreation development planning.
- Mt. Hood Railroad has requested the use of Lot #1 for overflow parking for the Christmas Train customers during November and December. We are drafting a parking use agreement that won't conflict with the Meadows bus parking and shuttles.
- Daryl received several complaints from people wanting the Port to manage recreational use of the Columbia during times that the firefighting planes that were scooping water for the Trout Lake fire. Planes were at the mouth of the White Salmon River last Friday for the most direct line to get to the fire. There were several near misses with wingers and kites. The Port does not have jurisdiction over the river and is not involved in the scheduling of emergency aircraft for fire responders. Requests such as: putting up signs at the launch sites; Port staff going to the beach to warn people; requesting the planes to get water in other areas that aren't used for recreation. Emergency operations are currently taking place between Lyle & Memaloose.



GROUNDS AND FACILITIES – RYAN KLAPPRICH, FACILITIES MANAGER

- Irrigation repairs (vandalism) all systems operational and grass turning green.
- Bridge incident support all staff 24/7.
- Poured concrete pads for waterfront trail story board kiosk.
- Installed memorial benches (throughout park trail).
- Installed bike racks at event site.
- Installed secure ladder at Big 7 for safe roof access.
- Working with Verizon for antenna installation possibilities on Jensen rooftop.
- David Evans and associates bi-annual bridge inspection completed.
- Hamiton wire rope inspection completed, waiting for results to move forward.
- WJE lift span inspection for bridge incident completed with test lifts.
- Notification to US Coast Guard for restored bridge lift functions.
- During bridge closure re painted OR/WA street markings and arrows.
- During full closure repaired concrete spalling under OR approach.
- During closure repaired street light on bridge that stayed on 2 hours longer than the rest.



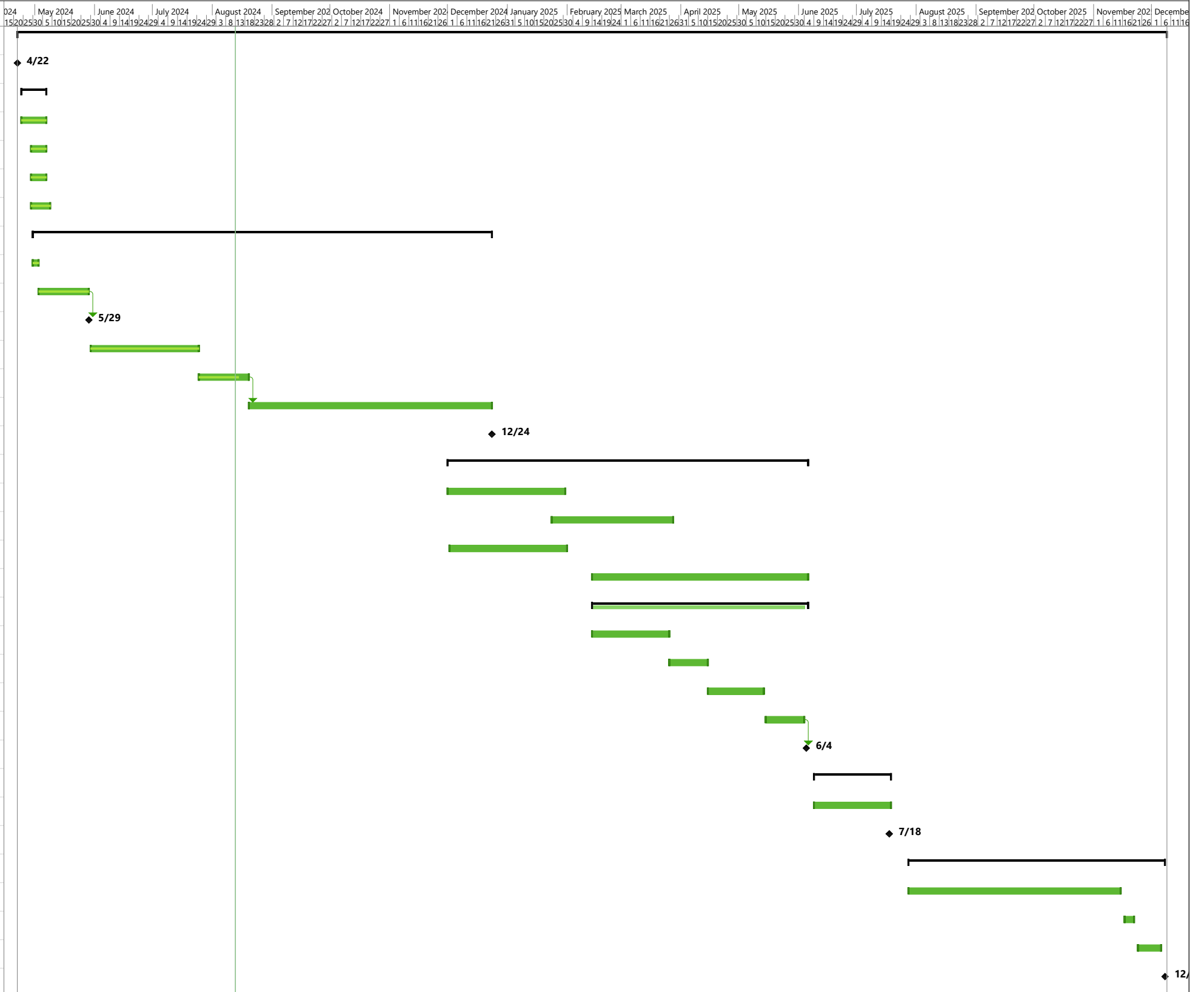
- *During closure repaired Toll House breezeby sign lights.*
- *Mowed Hanel site (fire safety).*
- *Moorage repairs.*
- *During outage when crews left bridge early, welded lift span deck cracks.*

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PORT OF HOOD RIVER PROPOSED PARKING LOTS 2024

ID	Task Mode	Task Name	Duration	Start	Finish	% Complete	Contact
1	✓	PoHR Parking Lots 2024 - 2 Parking Lots	426 days	Mon 4/22/24	Mon 12/8/25	100%	
2	✓	Meeting w/ PoHR Director	0 days	Mon 4/22/24	Mon 4/22/24	100%	PoHR & HRK
3	✓	Topographic Survey	9 days	Wed 4/24/24	Mon 5/6/24	100%	
4	✓	On Call Services	9 days	Wed 4/24/24	Mon 5/6/24	100%	HRK
5	✓	Topographic Survey Anchor Way Lot	6 days	Mon 4/29/24	Mon 5/6/24	100%	HRK
6	✓	Topographic Survey Port Way Lot	6 days	Mon 4/29/24	Mon 5/6/24	100%	HRK
7	✓	Creating Base Maps	8 days	Mon 4/29/24	Wed 5/8/24	100%	HRK
8	📁	<Planning	170 days	Tue 4/30/24	Tue 12/24/24	45%	
9	✓	Pre-Application Submittal	3 days	Tue 4/30/24	Thu 5/2/24	100%	HRK
10	✓	Pre-Application Review	18 days	Fri 5/3/24	Tue 5/28/24	100%	CoHR Planning
11	✓	Pre-Application Meeting	0 days	Wed 5/29/24	Wed 5/29/24	100%	CoHR, PoHR & HRK
12	✓	Second Pre-Application Review	40 days	Thu 5/30/24	Wed 7/24/24	100%	CoHR Planning
13	✓	Land Use Application Submittal	18 days	Thu 7/25/24	Mon 8/19/24	82%	HRK
14	✓	Land Use Application Review	90 days	Tue 8/20/24	Mon 12/23/24	0%	CoHR Planning
15	✓	Land Used Application Approval	0 days	Tue 12/24/24	Tue 12/24/24	0%	CoHR Planning
16	📁	Civil Engineering	134 days	Sun 12/1/24	Thu 6/5/25	0%	
17	✓	Civil Design Parking Lots	45 days	Sun 12/1/24	Thu 1/30/25	0%	HRK
18	✓	Stormwater Management Report	45 days	Fri 1/24/25	Thu 3/27/25	0%	HRK
19	✓	1200 C Permit	45 days	Mon 12/2/24	Fri 1/31/25	0%	
20	✓	Preparing Bid Documents	80 days	Fri 2/14/25	Thu 6/5/25	0%	HRK
21	✓	Engineering Review	80 days	Fri 2/14/25	Thu 6/5/25	0%	
22	✓	Engineering Review 1	28 days	Fri 2/14/25	Tue 3/25/25	0%	CoHR Engineering
23	✓	Addressing Comments Review 1	14 days	Wed 3/26/25	Mon 4/14/25	0%	HRK
24	✓	Engineering Review 2	21 days	Tue 4/15/25	Tue 5/13/25	0%	CoHR Engineering
25	✓	Addressing Comments Review 2	14 days	Thu 5/15/25	Tue 6/3/25	0%	HRK
26	✓	Construction Drawings Approved	0 days	Wed 6/4/25	Wed 6/4/25	0%	CoHR Engineering
27	📁	Bid Process & Project Award	30 days	Mon 6/9/25	Fri 7/18/25	0%	
28	✓	Bidding Process	30 days	Mon 6/9/25	Fri 7/18/25	0%	PoHR & HRK
29	✓	Construction Project Award	0 days	Fri 7/18/25	Fri 7/18/25	0%	TBD
30	📁	Construction & Parking Approval	95 days	Mon 7/28/25	Mon 12/8/25	0%	
31	✓	Parking Lots Construction	80 days	Mon 7/28/25	Fri 11/14/25	0%	TBD
32	✓	As-built	5 days	Mon 11/17/25	Fri 11/21/25	0%	
33	✓	Final Report	10 days	Mon 11/24/25	Fri 12/5/25	0%	
34	✓	Final City of Hood River Approval	0 days	Mon 12/8/25	Mon 12/8/25	0%	



Project: Port of Hood River
Date: Tue 8/13/24

Task Split: Summary (Green bar), Project Summary (Dotted line), Inactive Task (Grey bar), Inactive Milestone (Grey diamond), Inactive Summary (Light grey bar), Manual Task (Light green bar), Duration-only (Thin grey bar), Manual Summary Rollup (Thick green bar), Manual Summary (Thick light green bar), Start-only (Thin green bar), Finish-only (Thin black bar), External Tasks (Thin blue bar), External Milestone (Thin black diamond), Deadline (Thin black line), Progress (Thin blue bar), Manual Progress (Thin green bar).

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Specialty License Plate- Update

August 14, 2024

The success of the license plate project ties in with the launch of the 501(c)3 that is in process of being developed. Once there is an EIN for the non-profit, it will be used on the application for a specialty license plate. The allocation of the funds raised from these plates must be very clear to the public, so there is no questions about how funds are used by the non-profit.

- DMV estimates that the process from application to production takes at minimum a year.
- The cost is dependent upon the style and format of the plates chosen
 - \$5,000 initial cost, with the additional cost for the plates dependent upon the type of plate chose (either \$45,000 or \$55,000)
 - Gretchen is working to get physical samples of the plate types
 - Gretchen has been in contact with a local artist to discuss plate design
 - Design would cost approx. \$450 with Port receiving full copyright and ownership of the image IF the artist works with one or two people.
 - If the artist works with a large group, the process will be at minimum \$2,000 as the process takes longer and there are more revisions.
 - Once application is approved, the organization must sell 3,000 plate vouchers before the plates go into production.
 - Each voucher is \$40 (which seems to be the cost for 90% of specialty plate).
 - \$35 goes towards organization, \$5 goes to the DMV
- Gretchen has been in touch with the Oregon Coast Aquarium (that is currently selling vouches for their Puffin Plate) and has a meeting set with them to discuss their process and timeline.
- Gretchen has a meeting set with a representative from the DMV to discuss a list of questions regarding plate availability, souvenir plate possibilities and to see how many other plates are in the application process.

Submitted by Gretchen Goss

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Jeff Renard / 541-288-6766 / jrenard@aviationmanagementservice.com

Monthly Report

July 2024

- July Flight Numbers closed out with 250 ish operations per week, the equipment monitoring and counting the traffic has been installed. The reporting functionality of the equipment will cost us \$150.00 per month. The free version only gives us 7 days reporting at a time.
- The South Apron Turf Taxiway and T Hangar project has the grants signed with the FAA.
- Working with a groundskeeping company has started and is working on the general appearance of the airport. I do have Port staff using the big mower to get some of the larger infields caught up.
- Working with Tracy May and Precision Approach Engineering to get the CIP reporting planned with eligible projects.
- Continued development of Building maintenance checklist and templates for daily operations.
- Evaluating options on Collins building.... Month to Month lease has been requested for the short term. We also have an offer to purchase the building, and establish a long term land lease. Staff is evaluating the opportunities associated with this idea.



Jeff Renard / 541-288-6766 / jrenard@aviationmanagementservice.com

- Hobby Hangar Commemorative Brass plaque being designed.
- Developing a plan for the door replacement for the Hobby hangar.
- Developing details for the future RFQ for the FBO.
- Working with the USFS in the creation of a Land Use Agreement(LUA)
- Met with Terry Brandt and Kevin Greenwood to discuss the easement needed.
- Title VI work to be incorporated in to future grant funds and work to be done by PAE.

GET MORE DATA!: See more than just the past 7 days. For full historical access, please [Subscribe](#).

Airfield Reports (4S2)

Operations (234)

Dashboard

Summary

Weather

Aircraft on Field (27)

Current Date Range: 8/6/2024 - 8/12/2024

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Show 50 entries

Search:

Previous 1 2 3 4 5 Next

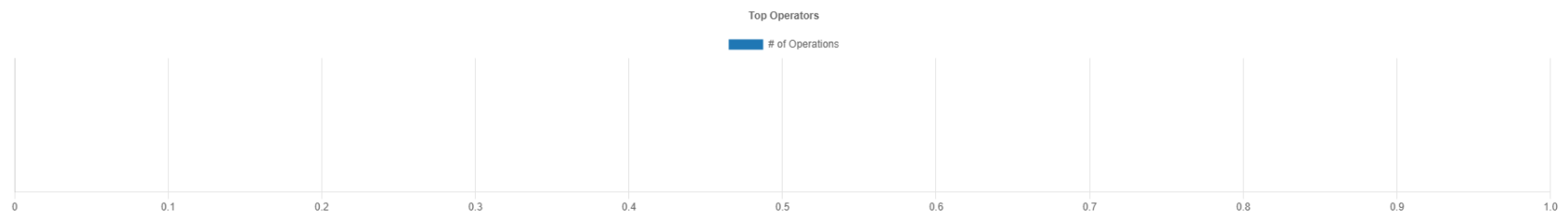
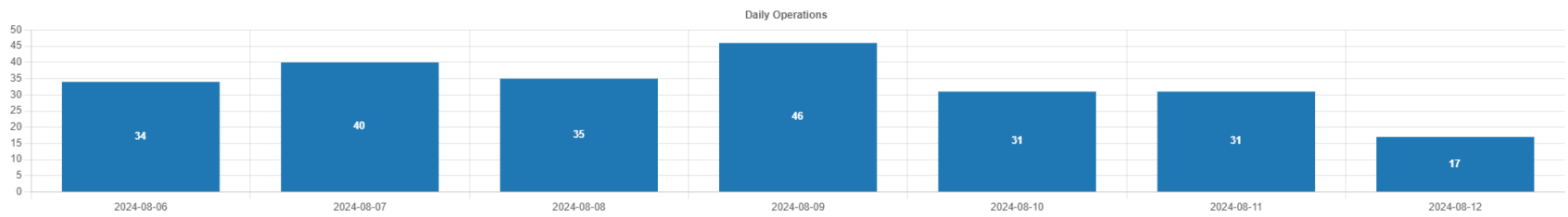
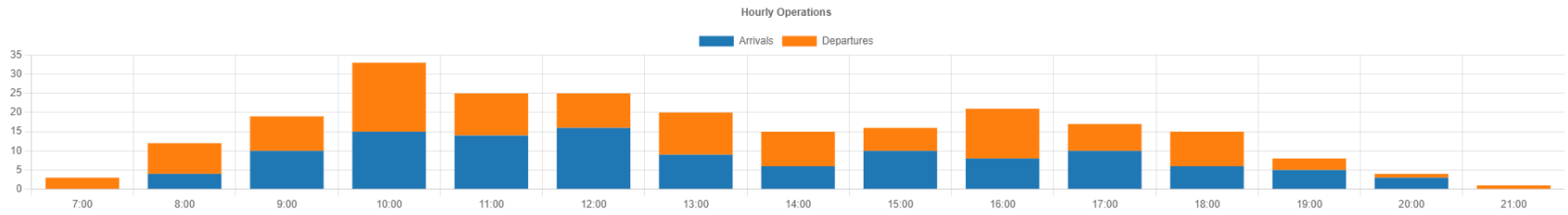
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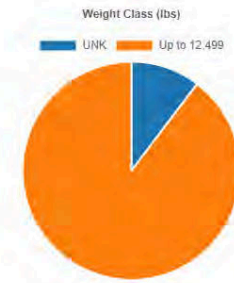
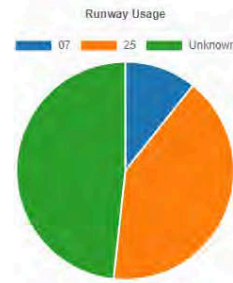
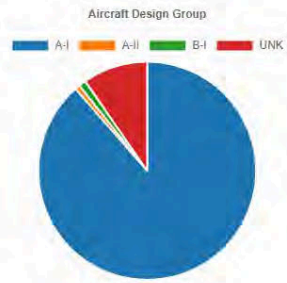
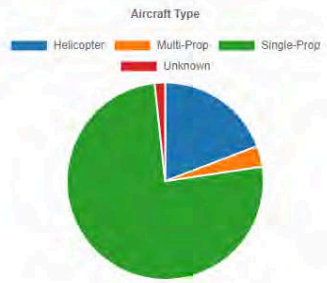
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08/12/24 09:53	ARRIVAL	25	N3934F		Single-Prop	Reciprocating	CESSNA	172	2150	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a490d8&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=0&timestamp=1723481615)
08/12/24 09:50	DEPARTURE		N3934F		Single-Prop	Reciprocating	CESSNA	172	2150	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a490d8&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=1&timestamp=1723481423)
08/12/24 09:49	ARRIVAL		N3934F		Single-Prop	Reciprocating	CESSNA	172	2150	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a490d8&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=0&timestamp=1723481353)
08/12/24 09:14	DEPARTURE		N3934F	N3934F	Single-Prop	Reciprocating	CESSNA	172	2150	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a490d8&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=1&timestamp=1723479284)
08/12/24 08:13	ARRIVAL	25	N786VC	N786VC	Single-Prop	Reciprocating	BACON AIR LLC	CCX-2000	0	✖ Track (https://aero.motioninfo.com/secure/map/?icao=aaa8ae&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=0&timestamp=1723475587)
08/12/24 07:45	DEPARTURE	25	N786VC	N786VC	Single-Prop	Reciprocating	BACON AIR LLC	CCX-2000	0	✖ Track (https://aero.motioninfo.com/secure/map/?icao=aaa8ae&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=1&timestamp=1723473931)
08/12/24 07:07	DEPARTURE		N8933W	N8933W	Single-Prop	Reciprocating	PIPER	PA-28-235	2800	✖ Track (https://aero.motioninfo.com/secure/map/?icao=ac534f&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=1&timestamp=1723471678)
08/11/24 20:44	ARRIVAL	25	N468GT	N468GT	Single-Prop	Reciprocating	CIRRUS DESIGN CORP	SR22	2955	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a5b7fb&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=0&timestamp=1723434263)
08/11/24 20:02	DEPARTURE	25	N559JS	N559JS	Single-Prop	Reciprocating	GRIEME WILLIAM L	GLASTAR	2450	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a721b3&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=1&timestamp=1723431779)
08/11/24 19:47	ARRIVAL	25	N559JS		Single-Prop	Reciprocating	GRIEME WILLIAM L	GLASTAR	2450	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a721b3&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=0&timestamp=1723430866)
08/11/24 19:41	ARRIVAL	25	N828RW	N828RW	Single-Prop	Reciprocating	HAAN ROBERT A	HAAN RV6A	1653	✖ Track (https://aero.motioninfo.com/secure/map/?icao=ab501f&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=0&timestamp=1723430476)
08/11/24 19:15	ARRIVAL	25	N6570F	N6570F	Single-Prop	Reciprocating	CESSNA	150F	2150	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a8a919&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=0&timestamp=1723428909)

Local Time	Operation	Runway	Registration	Callsign	AC Type	Engine Type	Manufacturer	Model	MGLW	Certification	
08/11/24 19:10	DEPARTURE	25	N6164X	N6164X	Multi-Prop	Reciprocating	AERO COMMANDER	500-B	6200		✖ Track (https://aero.motioninfo.com/secure/map/?icao=a80802&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=1&timestamp=1723428617)
08/11/24 18:40	DEPARTURE		N487AL	N487AL	Helicopter	Turbo-shaft	BELL	407	6200	135	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a602a5&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=1&timestamp=1723426834)
08/11/24 18:31	ARRIVAL		N487AL	N487AL	Helicopter	Turbo-shaft	BELL	407	6200	135	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a602a5&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=0&timestamp=1723426314)
08/11/24 17:37	DEPARTURE	25	C-GSUZ	CGSUZ	Unknown	Unknown	UNKNOWN	UNKNOWN	0		✖ Track (https://aero.motioninfo.com/secure/map/?icao=c07652&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=1&timestamp=1723423057)
08/11/24 17:35	ARRIVAL	25	N2377X		Single-Prop	Reciprocating	CESSNA	182H	2950		✖ Track (https://aero.motioninfo.com/secure/map/?icao=a225e4&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=0&timestamp=1723422913)
08/11/24 17:26	DEPARTURE	25	N2377X	N2377X	Single-Prop	Reciprocating	CESSNA	182H	2950		✖ Track (https://aero.motioninfo.com/secure/map/?icao=a225e4&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=1&timestamp=1723422372)
08/11/24 17:17	DEPARTURE	25	N828RW		Single-Prop	Reciprocating	HAAN ROBERT A	HAAN RV6A	1653		✖ Track (https://aero.motioninfo.com/secure/map/?icao=ab501f&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-12&leg=1&timestamp=1723421825)
08/11/24 16:40	DEPARTURE	25	N8476S	N8476S	Single-Prop	Reciprocating	CESSNA	182H	2950		✖ Track (https://aero.motioninfo.com/secure/map/?icao=ab9d15&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723419639)
08/11/24 14:45	DEPARTURE	25	N5175D	N5175D	Single-Prop	Reciprocating	PIPER	PA-18-150	1060		✖ Track (https://aero.motioninfo.com/secure/map/?icao=a67e7b&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723412730)
08/11/24 14:23	DEPARTURE	25	N502SR	N502SR	Single-Prop	Reciprocating	CIRRUS DESIGN CORP	SR22	2955		✖ Track (https://aero.motioninfo.com/secure/map/?icao=a642fe&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723411420)
08/11/24 13:18	DEPARTURE		N487AL	N487AL	Helicopter	Turbo-shaft	BELL	407	6200	135	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a602a5&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723407523)
08/11/24 13:12	DEPARTURE	25	N4651G	N4651G	Single-Prop	Reciprocating	CESSNA	172N	2150		✖ Track (https://aero.motioninfo.com/secure/map/?icao=a5aeb0&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723407136)
08/11/24 12:47	ARRIVAL		N4343Z		Single-Prop	Reciprocating	PIPER	PA-18-150	1060		✖ Track (https://aero.motioninfo.com/secure/map/?icao=a534d3&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=0&timestamp=1723405629)
08/11/24 12:27	ARRIVAL		N487AL	N487AL	Helicopter	Turbo-shaft	BELL	407	6200	135	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a602a5&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=0&timestamp=1723404467)

Local Time	Operation	Runway	Registration	Callsign	AC Type	Engine Type	Manufacturer	Model	MGLW	Certification	
08/11/24 12:25	ARRIVAL	25	N5175D	N5175D	Single-Prop	Reciprocating	PIPER	PA-18-150	1060	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a67e7b&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=0&timestamp=1723404341)	
08/11/24 12:24	DEPARTURE		N5175D	N5175D	Single-Prop	Reciprocating	PIPER	PA-18-150	1060	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a67e7b&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723404283)	
08/11/24 12:05	DEPARTURE		N4343Z	N4343Z	Single-Prop	Reciprocating	PIPER	PA-18-150	1060	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a534d3&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723403109)	
08/11/24 11:43	DEPARTURE	25	N52BT	N52BT	Single-Prop	4 Cycle	TRUBEE BRIAN	RV-4	2450	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a686c0&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723401834)	
08/11/24 11:39	DEPARTURE		N487AL	N487AL	Helicopter	Turbo-shaft	BELL	407	6200	135	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a602a5&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723401588)
08/11/24 11:32	ARRIVAL		N487AL	N487AL	Helicopter	Turbo-shaft	BELL	407	6200	135	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a602a5&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=0&timestamp=1723401179)
08/11/24 10:52	DEPARTURE		N5175D	N5175D	Single-Prop	Reciprocating	PIPER	PA-18-150	1060	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a67e7b&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723398722)	
08/11/24 10:24	ARRIVAL	25	N502SR	N502SR	Single-Prop	Reciprocating	CIRRUS DESIGN CORP	SR22	2955	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a642fe&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=0&timestamp=1723397041)	
08/11/24 10:05	DEPARTURE		N487AL	N487AL	Helicopter	Turbo-shaft	BELL	407	6200	135	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a602a5&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723395924)
08/11/24 09:46	ARRIVAL		N3946Q	N3946Q	Single-Prop	Reciprocating	CESSNA	A185F	23350	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a494de&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=0&timestamp=1723394809)	
08/11/24 09:30	ARRIVAL		N487AL	N487AL	Helicopter	Turbo-shaft	BELL	407	6200	135	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a602a5&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=0&timestamp=1723393839)
08/11/24 08:09	DEPARTURE		N3946Q	N3946Q	Single-Prop	Reciprocating	CESSNA	A185F	23350	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a494de&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723388965)	
08/10/24 20:32	ARRIVAL	25	N271CC		Single-Prop	Reciprocating	PIPER/CUB CRAFTERS	PA-18-150	1760	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a2aa68&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=0&timestamp=1723347153)	
08/10/24 19:24	DEPARTURE		N271CC	N271CC	Single-Prop	Reciprocating	PIPER/CUB CRAFTERS	PA-18-150	1760	✖ Track (https://aero.motioninfo.com/secure/map/?icao=a2aa68&lat=45.67278&lon=-121.53386&zoom=8&ShowTrace=2024-08-11&leg=1&timestamp=1723343099)	

Showing 1 to 50 of 234 entries





Total Arrivals/Departures



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Airport Activity:

July proved to be a favorable month for flight operations. 891 events were flown at 4S2 with an anticipated increase to near 1000 in August. Fewer flights took place than were projected due to some very hot days.



Night Flights:

3 Hood Aero associated night flights were flown in July. No large events scheduled for August.



Flight Training: 16 training events took place by Hood Aero in July. Of these flights, 13 were dual instruction and 3 were student solo flights. Expect a steady increase in training operations throughout

the Summer.

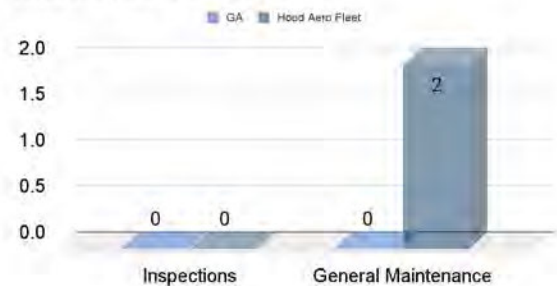
Flight Training Events



Maintenance Activity:

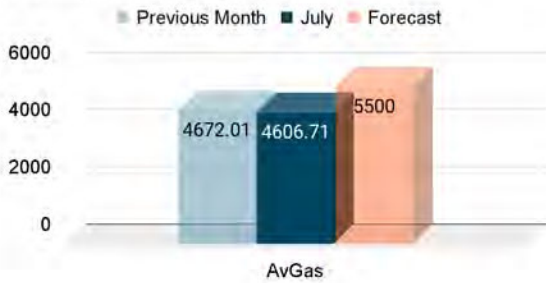
Only 2 maintenance events took place in Hood River throughout July. One large annual with an engine installation at KDLS kept our maintainers away for a few weeks of the month.

Maintenance Events



Fuel Sales: Fuel sales dipped slightly for July. Though there was a steady increase in flight operations, there was not a corresponding increase in fuel sales. Anticipate continued increases in fuel sales as Summer progresses.

Fuel Sales (Gallons)



Fuel Flowage Fees:

\$460.67 paid in flowage fees to the Port of Hood River in July. Based on .10 per gallon and a rounded sale of 4606.71 gallons.

Tie Down Activity:

- 23 total spots.
- 70% utilization for July averaged.
- \$490 collected for tie down fees in July.

Noise Feedback:

No noise complaints received by the FBO in July.

Pilot Feedback:

No specific pilot feedback was received by the FBO in July.

Airport Surfaces:

	Condition	Notes.

Rwy 7/25		
Grass Strip		
N. Ramp		
S. Ramp		
S. Gravel		
Taxiways		

Facilities:

	Condition	Notes.
N. Hangars		
S. Hangars		
FBO		
MX Hangar		
Ops Hangar		
Collins Hangar		
Blue Hangar		

Lighting:

- No issues noted with airport lighting.

Other:

- No other issues noted.

Parking Summary - June to July 2024

Paid Parking

Zone	Transactions June	Gross Revenue June	Transactions July	Gross Revenue July	Total Transactions	Total Revenue
Event Site - Text	541	\$3,568	1,340	\$10,230	1,881	\$13,798
Event Site - Mobile	758	\$5,412	1,962	\$15,579	2,720	\$20,991
Hook - Text	1,053	\$5,770	2,045	\$11,654	3,098	\$17,424
Hook - Mobile	568	\$3,439	1,396	\$8,224	1,964	\$11,663
Jensen - Text	381	\$2,368	646	\$4,165	1,027	\$6,533
Jensen - Mobile	423	\$2,866	688	\$4,729	1,111	\$7,595
Marina - Text	132	\$913	242	\$1,878	374	\$2,791
Marina - Mobile	94	\$630	231	\$1,742	325	\$2,372
Waterfront - Text	866	\$4,486	1,818	\$10,085	2,684	\$14,571
Waterfront - Mobile	296	\$1,600	777	\$4,444	1,073	\$6,044
Season Passes	61	\$12,700	31	\$5,500	92	\$18,200
Cruise Ships		\$1,500		\$1,650		\$3,150
Special Events		\$5,900				\$5,900
Total	5,173	\$51,152	11,176	\$79,878	16,349	\$131,030

Citations*

Type	Citations June	Fines June	Citations July	Fines July	Total Citations	Total Fines
After Hours	29	\$1,160	70	\$2,800	99	\$3,960
Non-Payment	333	\$13,320	708	\$28,320	1,041	\$41,640
Overlength	4	\$80	5	\$150	9	\$230
Overtime	13	\$600	15	\$300	28	\$900
Handicap, Firelane, Etc	0	\$0	20	\$1,500	20	\$1,500
Unauthorized Area	0	\$0	89	\$2,670	89	\$2,670
Dismissed	-73	-\$2,940	-176	-\$6,690	-249	-\$9,630
Total	306	\$12,220	731	29,050	1,037	\$41,270

*Fines in this table are projected and are not inclusive of late fees or collections activity.

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