



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, January 12, 2021

Via Remote Video Conference, Marina Center Boardroom

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5:00 P.M.

Regular Session

1. Call to Order
    - a. Modifications, Additions to Agenda
    - b. Public Comment (*Page 3*)
  2. Consent Agenda
    - a. Approve Minutes of the December 22, Special Session (*Genevieve Scholl, Page 5*)
    - b. Approve Contract with Coffman Engineers for Engineering Services Related to Event Site Dock Repair (*John Mann, Page 7*)
    - c. Approve Lease with Hood River Yacht Club in the Marina Maintenance Building and Yard (*Daryl Stafford, Page 13*)
  3. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
    - a. Flight Tracking Technology Alternatives (*Anne Medenbach, Page 21*)
    - b. Executive Director Work Plan Mid-Year Review (*Michael McElwee, Page 23*)
    - c. Bridge Replacement Project Update & Public Open House Report (*Kevin Greenwood, Page 31*)
  4. Presentations & Discussion Items
    - a. Bridge Replacement Volunteer Agreement Template Discussion (*Kevin Greenwood, Page 37*)
    - b. Draft RFQ for Fixed Base Operators at the Airport (*Anne Medenbach, Page 41*)
    - c. Draft RFDI for Barman Property Development (*Michael McElwee, Page 51*)
  5. Executive Director Report (*Michael McElwee, Page 63*)
  6. Commissioner, Committee Reports
    - a. Bridge Replacement Bi-State Working Group - Everitt, Chapman
  7. Action Items
  8. Commission Call
- 
9. Executive Session under ORS 192.660(2)(e) real estate negotiations.
  10. Possible Action
  11. Adjourn

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

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

**From:** [Daryl Stafford](#)  
**To:** [Michael McElwee](#); [Genevieve Scholl](#); [John Mann](#); [Anne Medenbach](#)  
**Subject:** FW: Gorge Downwind Champs  
**Date:** Tuesday, December 22, 2020 8:45:06 AM

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FYI

-----Original Message-----

From: Dave Cameron <[dmcameronbuilder@gmail.com](mailto:dmcameronbuilder@gmail.com)>  
Sent: Monday, December 21, 2020 6:40 PM  
To: Rachael Fuller <[r.fuller@cityofhoodriver.gov](mailto:r.fuller@cityofhoodriver.gov)>; Daryl Stafford <[waterfront@portofhoodriver.com](mailto:waterfront@portofhoodriver.com)>  
Subject: Gorge Downwind Champs

Dear Port and City of Hood River,

As much as I love windsports, please do not allow anymore over-commercialization of our Waterfront Park. Rumor has it that the Gorge Downwind Championships would like to return this this upcoming year. In the past, we have seen ruined landscaping, increased traffic, zero or very little parking for Hood River residents and an abundance of alcohol. If there is one thing we can take away from this pandemic is that tourism is not the solution. As concerned citizens, let's double down on sustainability and demand responsible travel policies. This is the time to make change.

Thanks for listening,  
David Cameron  
4250 Post Canyon Drive  
Hood River, OR 97031  
(541) 806-3335

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**Port of Hood River Commission  
Meeting Minutes of December 22, 2020 Special Session  
Via Remote Video Teleconference & Marina Center Boardroom  
5:00 p.m.**

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

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**5:30 p.m.  
Regular Session**

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

**Absent:** None

**Media:** None

**CALL TO ORDER:** President John Everitt called meeting to order at 5:30 p.m. following an Executive Session that began at 5:00 p.m. under ORS 192.660(2)(e), real estate negotiations

**Approve Amendment No. 5 to Lease with Pfriem Brewing Company, LLC in the Halyard Building.**

**Motion:** Approve Amendment No. 5 to Lease with Pfriem Brewing Company, LLC in the Halyard Building.

Move: Meriwether

Second: Sheppard

Discussion: None.

Vote: Meriwether, Chapman, Sheppard, Everitt, AYE.  
Streich, ABSTAIN.

MOTION CARRIES.

**11. ADJOURN**

**Motion:** Motion to adjourn the meeting

Vote: Unanimous

**MOTION CARRIED**

The meeting adjourned at 5:35 p.m.

Respectfully submitted,

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Genevieve Scholl

**ATTEST:**

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John Everitt, President

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David Meriwether, Secretary



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**Personal Service Contract  
For Services Under \$50,000**

1. This Contract is entered into between the Port of Hood River ("Port") and Karl Kolb, Coffman Engineers, Inc. ("Consultant"). Consultant agrees to perform the Scope of Work described in attached Exhibit "A" to Port's satisfaction for a maximum consideration not to exceed \$3,500 for all tasks combined. Port shall pay Consultant in accordance with the schedule and/or requirements in attached Exhibit "A".
2. This Contract shall be in effect from the date at which every party has signed this Contract through June 15, 2021. Either Consultant or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Consultant at Consultant's address listed below. If Port terminates this Contract, Consultant shall only receive compensation for work done and expenses paid by Consultant prior to the Contract termination date.
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 Consultant which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Consultant 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 Consultant's industry, trade or profession. Consultant will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Consultant certifies that Consultant is an Independent Consultant as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Consultant shall indemnify, save, 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 negligent activities or wrongful misconduct of Consultant or its sub-Consultants, agents or employees under this Contract. Consultant 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. Consultant 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 Consultant 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 Consultant and Port. Consultant 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 Consultant warrants they have authority to sign for and bind Consultant.

**Karl Kolb, PE, SE**

**Michael McElwee**

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

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

Signed: \_\_\_\_\_  
 Vice President Managing Principle DBIA, LEED AP,  
 Coffman Engineers, Inc.  
 10 N Post Street, Suite 500, Spokane WA 99201

Signed: \_\_\_\_\_  
 Executive Director, Port of Hood River  
 1000 E. Port Marina Drive.  
 Hood River OR 97031

**Personal Services Contract  
Exhibit A**

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**I. SCOPE OF WORK:** Provide Phase 3 Engineering and Construction Drawings for the Repair Work at the Event Site Vendor Dock.

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**II. DELIVERABLES AND TIMEFRAME:**

The deliverable(s) covered under this Contract shall provide:

- 1) The Consultant shall provide engineered construction drawings and specifications.
- 2) The Consultant shall provide construction administration services to answer contractor RFI's and one (1) site visit during construction.

The due dates for the deliverable(s) shall be: February 1, 2021.

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**III. CONSIDERATION:**

See attached 2020 Coffman Engineering rates, maximum of \$3,500 for the term.

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**IV. BILLING AND PAYMENT PROCEDURE:**

The Consultant 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
- Contract project title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

Invoices may be submitted monthly, or at such other interval as is specified below:

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

**Personal Services Contract  
Exhibit B**

**INSURANCE**

**Consultants, please send this to your insurance agent immediately.**

During the term of this Contract, Consultant 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 Consultants with one or more employees, unless exempt order ORS 656.027.)

Required and attached      OR       Consultant is exempt

Certified by Consultant: \_\_\_\_\_  
Signature/Title

- 2. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. 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 Consultant'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 \$1,000,000 per claim and \$1,000,000 in the 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 Executive Director \_\_\_\_\_

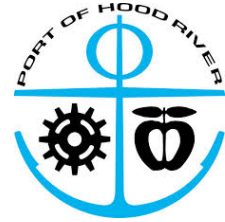
- 5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Consultant shall furnish acceptable insurance certificates to the Port at the time Consultant returns the signed Contract.

**The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured** but only with respect to the Consultant'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). Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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# Commission Memo



Prepared by: Daryl Stafford  
Date: January 12, 2021  
Re: Hood River Yacht Club Lease

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The Hood River Yacht Club (HRYC) has been a tenant of the Port since 2012. They lease the south half of the Marina Maintenance Building (839 s.f.) for club activities, and the fenced storage yard (6,340 s.f.) for boat storage. Their current lease expires January 15, 2021.

The HRYC was adversely affected this past year by the Covid-19 pandemic because they were unable to have any social events. Therefore, membership is down, and fundraisers were non-existent. Their other source of revenue, the sailing classes, were all cancelled. They have been able to pay their rent in full through 2020 and have not had to ask for any rent relief.

Port Staff recommends no increase in their rent for 2021, and a proposed 3% CPI increase for 2022.

**RECOMMENDATION:** Approve Lease with Hood River Yacht Club in the Marina Maintenance Building for the term 2021-2023.

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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 **HOOD RIVER YACHT CLUB, INC.**, hereinafter referred to as "Lessee."

**Description.** In consideration of the covenants of the parties, Lessor leases to Lessee approximately 839 square feet of space in Lessor's building commonly known as the Port Maintenance building ("Building") and adjoining 6,340 square feet of fenced yard, located at the Hood River Marina (collectively, "Leased Premises").

Building Address: Port Maintenance Building  
 Hood River Marina  
 Hood River, OR 97031

Approximate Square Footage: 839 s.f. building + 6,340 s.f. yard area

The Leased premises are identified in the attached "Exhibit A".

**Term:** The lease term shall be for the period commencing on **January 15, 2021** and continuing through **January 15, 2023**.

**Rental Rate:** Monthly Rent for the Leased Premises will be the following Monthly Base Rates, plus the applicable Consumer Price Index (CPI) Rate Adjustment, as set forth below:

Space	Square Footage	Monthly Rate Per SF	Monthly Base
Building	839	\$0.74	\$620.86
Yard	6,340	\$0.00	\$0.00

All rental amounts are payable in advance on the first day of each month, beginning on the date Lessee is entitled to occupy the Leased Premises. 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.

Starting on January 15, 2022, including any extensions of this lease, monthly rent will be adjusted by adding to the monthly rental amount payable during the previous 12-month period a 3% Consumer Price Index (CPI). *NOTE: Tenant may be eligible for COVID-19 rent relief measures if tenant has been adversely affected during 2021 due to COVID-19 restrictions, subject to Commission approval.*

**Use:** Lessee shall use the Leased Premises for yacht club and other community-based club's membership meetings, marine and safety instruction, dry land vessel storage, and for activity reasonably related thereto. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.

**Taxes:** Lessee shall pay all taxes on its personal property located on the Leased Premises. Lessee shall pay all real property taxes of governmental units assessed against the Leased Premises, and all real property taxes assessed against all inside and outside common areas of the building based on the amount of lease space occupied by Lessee as a percentage of the total lease space in the building. Lessee shall pay all such real property taxes which have been assessed and are payable during Lessee's occupancy. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee's

occupancy, even if the lease term has ended, or if Lessee has vacated the Leased Premises. However, if another tenant occupies the Leased Premises and agrees to pay any portion of the real property taxes

otherwise payable by Lessee, Lessee shall not be required to pay those taxes which the new tenant pays. Under current law, Port real property is exempt from property taxation during an upcoming fiscal tax year (July 1 through June 30) unless a private party occupies such Port property on June 30. If a private party is in possession of Port property on June 30, that Port property is taxed for the entire subsequent fiscal tax year "as a result of Lessee's occupancy." Although Lessee is responsible to pay real property taxes, Lessor will pay the real property taxes to the taxing authority when due and send a bill to Lessee for the amount of taxes Lessor has paid, which will be payable by Lessee to Lessor within ten days after the date of Lessor's bill.

**Utilities:** Lessee shall pay a \$95 monthly fee for utility usage, payable in advance on the first day of each month. Lessor shall provide and pay for sewer, water and garbage service for domestic purposes. In no event shall Lessor be liable for an interruption or failure in the supply of any utilities to the leased premises.

**Liability Insurance and Hold Harmless Agreement:** Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor 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's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the Leased Premises with minimum coverage of one million dollars (\$1 million) combined single limits. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen 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. A copy of the policy or certificate of insurance shall be delivered to Lessor no later than three days after Lessee occupies the Leased Premises.

**Fire Insurance and Waiver of Subrogation:** If the Leased Premises or building where the Leased Premises are located are partially or totally destroyed 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 30 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 related to repairs undertaken by



Lessor. Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of loss, which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

**Lessee/Lessor Covenants:** Lessee shall not do anything which may damage the Leased Premises or any systems in the building or other areas surrounding the building. Lessee shall not be a nuisance or a menace to other tenants in the building. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee, at Lessee's expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the Leased Premises and to Lessee's activities at the Leased Premises, and to comply with reasonable rules adopted by Lessor which apply to all tenants of the building.

Lessee shall not attach any fixtures or make any improvements or alterations to the Leased Premises without describing them in writing and receiving Lessor's prior written consent. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises.

Lessor shall maintain the building roof, bearing walls, exterior walls, windows and the drainage, plumbing, electrical, and heat and cooling systems installed by Lessor to the point at which they enter the Leased Premises. Lessor shall maintain exterior common areas and landscaping and provide ice and snow removal in the parking area outside the Leased Premises [within a reasonable time after the Lessee requests removal].

**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.

**Care of Leased Premises:** Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements and shall surrender the Leased Premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted.

**Fixtures and Personal Property:** Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the Leased Premises during the term of the lease, other than Lessee's trade fixtures, equipment, and items related to Lessee's equipment, shall be the property of Lessor, and shall remain on the Leased Premises at the expiration or termination of the lease, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee has placed on the Leased Premises at Lessee's expense, in a way which does not cause damage to the Leased Premises.

At the expiration or earlier termination of the lease term Lessee shall remove all furnishings, furniture, equipment, goods of any kind 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 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 facilitate 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.

**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 building common areas without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to maintain in good condition any signs or displays which are allowed.

**Lessor's Access to Premises:** Lessor shall have the right to enter upon the Leased Premises at all reasonable hours 24 hours after e-mail or verbal notice to Lessee has been given or the purpose of inspecting the Leased Premises or to make repairs, additions or alterations to the premises or any property owned or controlled by Lessor. If Lessor deems any repairs reasonably required to be made by Lessee, Lessor may give notice that Lessee shall make the repairs within 30 days or immediately in an emergency involving public health and safety, and if Lessee refuses or neglects to commence such repairs and complete the same 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. No notice for access is necessary to protect public health and safety in an emergency.

**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.

**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.

**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 premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent. This Lease will not be assigned, subleased, or otherwise transferred except with the consent of Lessor, which consent may be granted or denied in Lessor's sole discretion. Any transfer of an ownership interest in Lessee of fifty percent (50%) or more will be deemed an assignment.

**Default:** Time is of the essence of performance of all the requirements of this lease. If any rental or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) 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) 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 premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the 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. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

**Holdover:** If Lessee does not vacate the Leased Premises when the lease term expires, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, and at a rental rate equal to the rent last payable by Lessee during the lease term. 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 10 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.

**Notices:** Whenever under this lease a provision is made for notice of any kind to Lessee, it shall be deemed sufficient if such notice is made via e-mail. Notices shall be delivered to Lessee's registered agent, to the person signing the lease, or to Lessee's Commodore, who at the date of this lease is:

**Tyler Bech**    [tyler@bechmarine.com](mailto:tyler@bechmarine.com)

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, e-mail to the Executive Director is sufficient or delivered personally to the Executive Director, 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.

**Dispute Resolution.** Any dispute involving this lease may be resolved by 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 solution 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 an 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.

**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: \_\_\_\_\_, 2021.

Lessee:  
Hood River Yacht Club, Inc.  
PMB #147  
2149 Cascade Ave. Ste. #106A  
Hood River, OR 97031

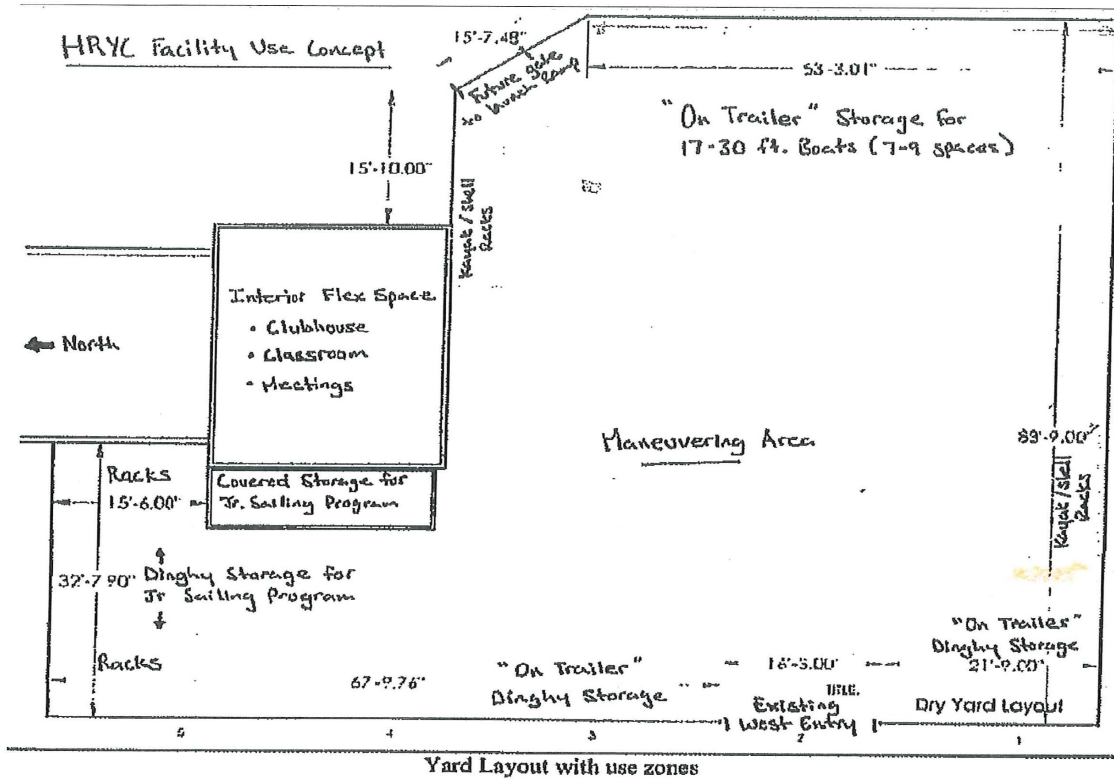
Lessor:  
Port of Hood River  
1000 E. Port Marina Dr.  
Hood River, OR 97031  
(541) 386-1645

BY: Tyler Bech, Commodore HRYC

BY: Michael McElwee, Executive Director POHR

Exhibit A

"Use zones" are concept only. Facility measurements are correct.



# Commission Memo



Prepared by: Anne Medenbach  
Date: January 12, 2021  
Re: Flight Tracking Options

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Staff has evaluated several options for tracking of flight operations for airport, at the direction of the Commission. The need for flight tracking tools has been raised multiple times over the last five years in discussions about noise and airport operations, as such tools could provide useful information to inform airport management. Data that could be provided by flight tracking software includes the total number of aircraft operations, identification of specific aircraft and its owner, the date and time of departure and arrival, and potentially the flight path as well as other information.

Aircraft transponders track flights for air traffic control. The following are the results of research into how aircraft are tracked and what type of systems exist.

## **Background**

There are two different systems installed in aircraft that make them trackable:

1. Transponders (modes A, C and S), that broadcast a radar signal.
2. ADS-B transponders (Automatic Dependent Surveillance), that broadcast digitally via satellite. These are installed in many S transponders.

For an aircraft to be tracked, the transponder in the aircraft must transmit a signal to either an ADS-B satellite or ground receiver or to an A, C or S ground receiver. Radar is mostly short signal and both ADS-B and radar have difficulties transmitting in mountainous areas. We have no receivers in Hood River and therefore are dependent on long range ADS-B signals.

As of January 01, 2020, the FAA required all aircraft to have ADS-B equipment installed that fly in Class A, B, C and E airspace which host larger aircraft and commercial flights. The airport is not in any of these airspaces. Most aircraft that use the airport do not have ADS-B transponders but many likely have A, C or S transponders. There is no solid data on this.

There are many software companies that track flight data. They almost exclusively use ADS-B data and track flights that are scheduled and commercial. Tracking non-commercial, non ADS-B flights with this technology is only possible if radar, MLAT, ADS-B or other receivers are installed close to the airport.

Another way to track flight data is to use a system like the license plate recognition software currently in use on the bridge, which takes a photo of the aircraft and correlates available aircraft information to determine the identity of aircraft and its owner.

## **Options**

Staff researched three software companies that local pilots use or that were recommended:

- FlightAware, which tracks ADS-B data only
- Flightradar 24, which tracks ADS-B data only
- Vector. Out of the three, Vector is the only one that provides data based on ADS-B and radar information but also provides on the ground photo identification of each landing and takeoff wherein they identify the N number. Once the N number is identified, Vector correlates that with data from multiple sources including the FAA, their own private data bases, and others. They also install a receiver on the airport that can track local radar and ADS-B data.

The software that tracks ADS-B only is not expensive and, in some cases, free to use. However, for the Port's purposes, the data provided would provide very limited benefit, as the aircraft detected are likely a very small number. The Vector system would track even aircraft without transponders of any kind because, like license plate recognition, it takes a photo and correlates that with many data sources to find the aircraft information. Additionally, the ability to track aircraft locally with a receiver would capture most flight data locally. Additionally, the Vector system can track noise generation.

## **Next Steps**

Staff has requested a proposal from Vector and will follow up with the Commission in the next month. There will be additional discussion with the Airport Noise Working Group and the Airport Advisory Committee. As a result, there may be a budget request forthcoming.

**RECOMMENDATION:** Informational.

# Commission Memo



Prepared by: Michael McElwee  
Date: January 12, 2021  
Re: Executive Director 20/21 Workplan

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At the September 15, 2020 regular meeting the Commission approved the Executive Director's FY 20/21 Workplan.

Attached is a mid-year update for Commission review.

I will make changes to workplan goals and activities for the next six months if directed by the Commission.

**RECOMMENDATION:** Information.

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# EXECUTIVE DIRECTOR

FY 20/21

## WORK PLAN

Mid-Year Review: 1/12/21

Action:	Expected Completion	Completion
<b>I. AGENCY-WIDE MANAGEMENT</b>		
<i>Goal: Ensure that financial resources continue to be deployed effectively, with a high degree of foresight and in anticipation of future Port needs.</i>		
1. Complete update to the Strategic Business Plan including a “Fiscal Sustainability Financial Model” anticipating the projected financial and operational performance of the Port assuming bridge replacement. <b>Comment:</b> Re-started at Fall Planning. Active effort underway.	07/15/21	
2. Select and install appropriate software programs to efficiently manage Port properties and projects. <b>Comment:</b> COVID-delayed from 2020.	06/30/21	
3. Evaluate Port project and administration flows and potential changes organizational structure for Commission consideration and discussion.	04/01/21	
<b>II. REAL ESTATE DEVELOPMENT &amp; PLANNING</b>		
<i>Goal: Create significant, positive momentum toward development of the Port’s Real Estate portfolio consistent with community objectives and Commission direction.</i>		
1. Complete due diligence of Exit #62 property and prepare purchase recommendation for Commission action. <b>Comments:</b> Due diligence done. Commission direction not to proceed with transaction at 10.20.20 meeting.	11/1/20	<b>Complete.</b>
2. Prepare RFI or RFQ to identify development interest in Barman Property and seek Commission approval for issuance. <b>Comments:</b> Goal re-affirmed at Fall Planning. RFDI completed for Commission review at 1.16.21 meeting.	11/15/20	<b>Complete.</b>
3. Obtain Commission approval of near-term real estate acquisition and/or development priorities. <b>Comment:</b> Commission direction on development priorities Given at '20 Fall Planning.	12/10/20	<b>Complete.</b>
4. Prepare DDA Amendment #9 regarding Expo Phase II for Commission consideration. <b>Comment:</b> Legal counsel analysis complete. Need to re-engage Negotiations with Key Development in early '21.	10/30/20	

- |                                      |  |          |                  |
|--------------------------------------|--|----------|------------------|
| 5.                                   | Determine Port financial participation in Phase #1 of the plan to relocate the waterfront storm line.<br><b>Comment:</b> City decision to utilize URA and DEQ loan/grant Financing for project. Phase One complete in November.  | 3/15/20  | <b>Complete.</b> |
| 6. Confluence Business Park (Lot #1) |  |          |                  |
| A.                                   | Prepare new subdivision application for phased property development and infrastructure investment.<br><b>Comments:</b> Commission decision to let PSP lapse and pursue Construction of Anchor Way East. See below new Goal.  | 05/1/21  | <b>Complete.</b> |
| B.                                   | Update conceptual engineering plans and cost estimates And evaluate grant funding opportunities and make recommendation to the Commission about the feasibility of construction Anchor Way East.<br><b>Comments:</b> A new Goal per direction from the Commission at '20 Fall Planning work session. |          |                  |
| 7.                                   | Prepare final DDA with Wy'east Laboratories for Commission approval or determine project will not proceed.<br><b>Comments:</b> Potential purchaser has determined not to proceed with acquisition.   | 12/15/20 | <b>Complete.</b> |
| 8.                                   | Obtain a No Further Action (NFA) determination from the Oregon DEQ for the Jensen Building Property.<br><b>Comments:</b> Site analysis complete. Waiting for DEQ approval. All consultant/legal cost paid by insurance company.  | 01/30/21 |                  |

### III. WATERFRONT RECREATION

**Goal: Maintain and enhance the waterfront as a prime recreation area to support economic development objectives and Strategic Plan goals.**

- |    |  |          |                  |
|----|--|----------|------------------|
| 1. | Prepare plans and COE/DSL permit application for long-term upgrades to the Transient Boat Dock.<br><b>Comments:</b> Preparation of concept engineering plans underway. Input being sought from OSMB. | 04/15/21 |                  |
| 2. | Prepare plans and COE/DSL permit application for renovation of the Marina Beach West Groin.<br><b>Comments:</b> Preparation of concept engineering plans underway. Input being sought from OSMB.     | 04/15/21 |                  |
| 3. | Install a new Marina Management Program and insure integration with larger P.M. software upgrade.<br><u>Comment:</u> Final installation underway.  | 01/15/21 | <b>Complete.</b> |
| 4. | Develop and install an integrated signage plan for the Waterfront trail system.<br><u>Comment:</u> Final text and graphic selection underway. .  | 05/01/21 |                  |

5. Prepare draft update to Ordinance 24 addressing enforcement issues including trespass. 05/15/21  
Comment: Re-start in January.

#### IV. BRIDGE/AIRPORT

**Goal: Complete significant transportation improvements to enhance site development and economic development objectives.**

1. Complete inspections and NDT of counterweight trunnions, wire ropes and lift span M/E systems. 05/01/21  
**Comments:** Work delayed due to conflicts with harvest season. Will be re-scheduled for March/April '21.
2. Update alternative Long-term Capital Maintenance Plans: One identifying the minimal actions needed if bridge replacement construction commences by 2026, and one identifying the significant capital projects necessary if bridge replacement is deferred. 01/30/21  
**Comments:** Review of LCMP underway by Coffman Engineers. In-depth review/discussions with staff to occur in January prior to budget preparation.
3. Obtain specific recommendations from a qualified Engineer that identifies and describes any actions required to address bridge pier degradation. 10/01/20 **Complete.**  
**Comments:** Coffman Engineers retained and analysis presented to Commission on 9.1.20.
4. Bridge Replacement
- A. Develop a strategy to obtain approval in the Oregon & Washington legislatures for a formal bi-state authority to manage a future replacement Bridge. 11/01/20 **Complete.**
- B. Prepare a Memorandum of Understanding that describes the makeup and responsibilities of the Bi-State Working Group guiding bridge replacement efforts and obtain formal approval from six local jurisdictions. 05/01/21 **Complete.**
- C. Reach 95% completion of the FEIS/NEPA scope being carried out by WSP Engineering. 6/30/21  
**Comment:** Draft SDEIS complete. Public comment period closes 1/4/21.
5. Breezeby Marketing Plan-- Prepare SaaS product development and marketing plan for the Port-owned Breezeby electronic tolling system. 04/01/21
6. Update the financial model for the Airport 02/15/21 **Complete:**

- 7. Identify and implement reasonable actions to respond to airport noise complaints utilizing the Noise Working Group and recommend actions for Commission consideration. 03/15/21  
**Comments:** Multiple meetings and good progress with Group agreement on several actions. Recommendations to Commission likely in March. Completion date adjusted.
  
- 8. Prepare and publish an RFP seeking competitive proposals for Fixed Base Operator services and prepare a new contract for Commission consideration. 3/1/21  
**Comments:** Draft RFP complete. Staff seeking Commission review and direction in February. Completion date adjusted.

**V. ECONOMIC DEVELOPMENT**

**Goal:** *Ensure that the Port’s role in regional economic development activities is clearly defined. Confirm that the objectives are identified and adequate resources are in place to be successful.*

- 1. Develop and implement an interview-based survey of 50 local businesses to understand COVID impacts and identify future business retention or expansion needs. 03/15/21  
**Comments:** This will likely be superseded by COVID outreach To business community as part of SBP.
  
- 2. Maintain engagement & support for OneGorge Ongoing  
**Comments:** Staff continues to engage with OG and provide Substantive assistance. “Gorgeous Nights” now being planned using Zoom platform.

**VI. COMMUNICATIONS & COMMUNITY RELATIONS**

**Goal:** *Increase the understanding and awareness of the Port’s activities; identify opportunities for successful partnerships with key public agencies and private business; and participate in the life of the Hood River area community.*

- 1. Present the Communications Plan for Commission discussion and direction. 03/01/21

**VII. GOVERNANCE & BOARD COMMUNICATIONS**

**Goal:** *Evaluate the Board’s governance and communications policies and provide recommendations for improvements.*

- 1. Update the board & staff training policy. 04/01/21  
Comment: COVID-delayed.
  
- 2. Improve regular communication with Commissioners by engaging in 1:1 lunch meetings with Commissioners at least once per quarter. Ongoing  
**Comments:** Extensive lunch meetings held through mid-fall. COVID closing of restaurants will prevent opportunities through Winter. Consider Zoom meetings as substitute.

**VII. PERSONNEL MANAGEMENT**

***Goal: Ensure that appropriate personnel policies are in place.***

1. Evaluate prior-completed Executive Director 360 review with Paul Hutter of HR Answers and present key findings to Personnel Committee. 2/15/21  
**Comments:** COVID-delayed. Completion date changed.
2. Prepare and implement a Staff Performance & Integration Plan including 360 performance reviews and 1:1 evaluation for all management staff. 02/15/21 **Complete.**  
**Comments:** 360 reviews for all management staff and aggregate "Team" recommendations completed by HR Answers on 12.21.20. My review and consideration of next steps underway.
3. Develop and implement a plan to clarify human resource management functions. 03/01/21

**VII. NEW OR UNPLANNED INITIATIVES**

***Based on new Commission direction or identified need during review period.***

1. Complete appraisal and prepare agreement for purchase of light industrial Building in Odell. 02/16/21
2. Obtain second engineer's opinion on potential alternative actions and cost estimates to address deteriorating Bridge approach ramps for Commission review. 01/16/21

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## Hood River – White Salmon

## BRIDGE REPLACEMENT PROJECT

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Project Director Report  
January 12, 2021

The following summarizes Bridge Replacement Project activities from Dec. 15-Jan. 7, 2021:

### **PROJECT MANAGEMENT UPDATE**

#### **COST TO COMPLETE**

The third and last Cost-to-Complete (C2C) exercise is underway now that the public comment period has closed. A C2C exercise evaluates work completed (and whether it was completed on budget), upcoming tasks to determine whether the level of effort needs to be adjusted, and if there is any additional work to be completed. This effort enables the Port to adjust the budget to meet the remaining tasks to achieve the Final Environmental Impact Statement (FEIS) and Record of Decision (ROD). Here is the micro-schedule for the C2C:

- Jan 8: WSP sends draft scope revisions to Port
- Jan 15: Port returns scope comments
- Jan 22: WSP sends revised scope and draft budget to Port
- Jan 29: WSP/Port/Otak meet to review budget
- Feb 9: Final scope/budget to Port
- Feb 16: Board meeting to review/approve contract amendment

Chuck Green will attend the February board meeting to present the budget adjustments. After this task, the Port will have a much better sense of the remaining balance from HB2017 that can be used for additional Post-NEPA work.

#### **PUBLIC INFORMATION/OPEN COMMENT PERIOD**

The SDEIS public comment period closed on January 4<sup>th</sup>, with the project team receiving over 150 responses. Staff talked to a dozen citizens during this period, which was extended by 15 days (from 30 to 45) due to the holidays. All comments will be responded to and the entire log will be included as an appendix to the Final EIS. Expanding the bike/pedestrian facility was by far the most common comment received.

A comprehensive summary of the comments will be prepared for the next EIS Working Group to be scheduled sometime in February.

## **GOVERNMENT AFFAIRS/LOBBYING UPDATE**

Meetings have started with both Oregon and Washington Legislators and agency staff. These short 30-minute meetings have been an opportunity to inform policy makers on the project, explain the need for Bi-State Bridge Authority legislation and lobby for additional funds to keep the project moving past NEPA and to a USDOT TIFIA loan. Meetings will be identified at the end of the report.

Dan Bates, Thorn Run Partners, has been invited to give a legislative update to the Commission at the Jan. 26<sup>th</sup> meeting. This will be an opportunity to hear from Dan on the new COVID relief package for lost toll revenue, appropriations for bridge replacement, bi-state bridge authority legislation and the stormwater repair funding.

Sen. Curtis King (Yakima) is drafting bridge authority exploratory language based upon the Oregon language. Washington legislative meetings will be forthcoming. Sen. King has indicated that he is supportive of the BSWG studying P3s.

## **FEIS/ROD CRITICAL PATH UPDATE**

The main high-risk task at the moment is working through the Section 106 process. The driving factor is over 500 items being catalogued and recorded, a survey report being written, a determination of effect (DOE) of the project on the property. In addition, Dave Ellis, principal with Willamette Cultural Resources, is retiring. Todd Ogle will be transitioning in to manage the rest of the work.

Once completed, the report and DOE will be sent to Consulting Parties (CP) for a 30-day review period. At that point, the project team will meet with the CP to discuss mitigation opportunities.

## **CONSTRUCTION PRE-DEVELOPMENT**

### **GEOTECHNICAL BORINGS**

Though we have a US Army Corps permit approved for the geotechnical borings work, we still need Section 106 concurrence. The Umatilla Tribal Agency and Washington DAHP are requesting the project team further evaluate whether there are any signs of tribal activity below the surface of the river bed between the current shoreline and the historic shoreline. The project team met with David Evans & Assoc. (DEA) to discuss various sounding approaches including sub-bottom profiling, seismic reflection systems and side scan sonar. DEA is preparing a schedule and cost estimate to conduct the work if it is required. There are mixed thoughts about how affective the soundings will be so one option is to describe why the approach is likely not able to produce quantitative evidence. DEA will submit their estimate in the next couple of weeks. Work has not yet been ordered.

### **AE/DESIGN RFP DEVELOPMENT UPDATE**

Staff has met with Bill Ohle of Schwabe Williamson to discuss public contracting rules. Generally speaking, firms representing the owner in an advising role may not switch to an



engineering/construction team, though the state attorney general's office may issue waivers for this limitation.

An AE/Design RFP can be written broadly for subsequent but less probable design phases. This would allow for amendments or additional task orders with greater detail to be issued as funding is made available without requiring a separate bid process. In the case of the Hood River Bridge engineering, the RFP could be written to allow 100% design even if it makes sense right now to pursue a Design Build contract at 30%. Many alternate contracting approaches, including P3, can be bid in between the 15-30% range. This level of engineering allows for a design/construction team to value engineer and build the project in a single contract.

## **GOVERNANCE/BSWG UPDATE**

### **PROJECT DELIVERY/P3 PRESENTATION**

Lowell Clary presented to the Bi-State Working Group (BSWG) on Friday, January 8. A list of panelists was reviewed to invite to participate in a P3 panel discussion on Feb. 5. Mr. Clary will facilitate the discussion as short presentations are developed along with anticipated questions and answers. The purpose of the discussion is to increase the knowledge base and understanding of how a public private partnership could be applied to this effort in addition to learning about milestones, risks and costs necessary to conduct a P3 RFP.

In addition to the P3 presentation, the committee received an update on the SDEIS, specifically a summary of the comments received during the open comment period. It was noted that the Project Team will convene the EISWG in mid-February to formally present the range of comments and responses. Chuck Green, the project advisor developing the AE/Design RFP, also gave a brief report on the development of the bid process. The P3 Panel Discussion will take place via Zoom on Friday, Feb. 5<sup>th</sup> from 1pm-4pm.

## **FUNDING & FINANCING UPDATE**

### **BUILD GRANT**

FHWA has agreed to meet to discuss releasing funds for the geotechnical boring work prior to the grant agreement being signed. WSP has estimated that the costs for the boring work will be \$700k and, if approved, BUILD would pay for 80% or \$560k. The \$140k balance would need to be paid for by non-federal sources.

ODOT has agreed that yet-to-be-spent HB2017 funds can be used toward the BUILD grant. Staff will be recommending that half of the governance and finance work (\$148k) be included in the BUILD program along with the engineering work and owner's representation.

Currently the remaining HB2017 contingency is estimated to be \$170k. \$140k could be used to match the BUILD contribution leaving \$30k for NEPA-related activities. This will allow for the Port's \$1.25M commitment to be retained for later in Phase 2. If the states are able to

appropriate additional funds to the project, staff will track to see if those funds could also be used to leverage the BUILD grant.

Following the expense structure from HB2017, the tentative budget summary for the BUILD grant is as follows:

**USDOT BUILD Grant -- Summary Budget Information (24 month)**

<b>Cost Element</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>	<b>Total Budget Amount</b>
Personnel/Taxes/Insurance	\$320,000	\$80,000	<b>\$400,000</b>
Travel/Office/IT/Reimbursables	\$35,200	\$8,800	<b>\$44,000</b>
Legal	\$9,600	\$2,400	<b>\$12,000</b>
Admin/Meeting Support	\$4,800	\$1,200	<b>\$6,000</b>
AE/Design	3,600,000	900,000	<b>\$4,500,000</b>
Geotechnical Borings	560,000	140,000	<b>\$700,000</b>
Owner's Representation	190,400	47,600	<b>\$238,000</b>
Governance/Finance	118,400	29,600	<b>\$148,000</b>
Contingency	\$161,600	\$40,400	<b>\$202,000</b>
<b>Total Budget</b>	<b>\$5,000,000</b>	<b>\$1,250,000</b>	<b>\$6,250,000</b>

**MEETING SCHEDULE**

- WSP Weekly NEPA Check In, Jan. 4
- Bill Ohle, Jan. 4
- Lisa Taylor, Sen. Courtney Leg. Asst., Jan. 7
- Rep. Greg Smith, Jan. 7
- Sen. Lynn Findlay, Jan. 8
- Rep. Susan McLain, Jan. 8
- BSWG, Jan. 8
- Bill Ohle/Chuck Green, Jan. 8
- WSP C2C Scope Changes Received, Jan. 8
- WSP Weekly NEPA Check In, Jan. 11
- Gorge Commission, Jan. 12
- Thorn Run Partners, Jan. 12
- Commission Mtg. Jan. 12
- BUILD Pre-Award, Jan. 13
- Sen. Lee Beyer, Jan. 13
- NEPA Coordination Meeting, Jan. 14
- Rep. Nathanson, Jan. 14
- Rep. Boshart, Jan. 14
- Rian Windsheimer, Lindsay Baker and Brendan Finn, Jan. 15
- MLK Day, Jan. 18
- WSP Weekly Check In, Jan. 18
- HRB Exec. Comm. Mtg., Jan. 20

- OPPA, Jan. 21
- Sec. 106 Cultural Resources Check In, Jan. 22
- WSP Weekly Check In, Jan. 25
- Otak/WSP C2C, Jan. 29

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: January 12, 2021  
Re: Volunteer Agreement Template

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The Port has worked with volunteers in varying capacities for years to provide additional input and perspective on various Port operational areas. This is usually carried out through standing or ad hoc committee structures. Less common has been the use of volunteers with specialized expertise on specific Port projects. When this occurs, the Commission needs to consider whether and how to utilize the volunteer assistance. In these cases, it's advisable to establish clear expectations in writing so that the working relationship with a project team is clearly established.

The Hood River Bridge Replacement project has attracted local citizens with specialized knowledge and experience whom have expressed interest in assisting with staff and consultant efforts. While their assistance is welcome, Port legal counsel has advised that a written agreement is appropriate to clarify roles and mutual expectations. The attached draft agreement was prepared by General Counsel Jerry Jaques and reviewed by our insurance agent Scott Reynier and is offered here for Commission review and feedback.

The agreement addresses the following general considerations: lines of communication, tasks, payment/reimbursement, and hold harmless acknowledgement and agreement. Though most of these elements are standard and boilerplate, the Commission may want to discuss whether volunteers should report to staff or directly to the Commission.

Staff believes that participation by volunteers with valuable expertise should be considered on a case-by-case basis. However, insertion of new participation into the stream of work of an existing team of staff and contracted consultants to provide feedback on various tasks can present challenges, particularly in communication avenues and decision-making.

Staff seeks a discussion among the Commission and direction about the form of Volunteer Agreement and the issues it raises.

**RECOMMENDATION:** Discussion.

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## Port of Hood River Bridge Replacement Consultant - Volunteer Agreement

### Roles:

Volunteer will act as a technical advisor (“Volunteer”) to the Port Bridge Replacement Project Director (“Project Director”). Volunteer will serve as an advisory member on Bridge Replacement project teams for the following Hood River Bridge Replacement efforts:

1. Volunteer Project Advising/Strategic Planning – consult with Project Director, Port staff and representatives on the Bi State Working Group (“BSWG” when requested, regarding strategy for bridge replacement including overall project schedule, consultants’ scopes of work, costs and contracts, and consultants’ costs assumptions.
2. RFP and Contracting Documentation - provide suggestions to the Project Director about scope, content and structure of A/E RFPs and selection process.
3. Contractor Selection Committees - serve as an advisory member of Port and selection committees reviewing and scoring contractor proposals and determining contractor selection.
4. Work with Port-identified engineering firms to create high-level, multiple scenario construction schedules to be used for planning and advocacy efforts.
5. Participate in P3 work sessions as a panel member if one is organized and involvement is helpful to increasing the general understanding of public private partnerships and project delivery.
6. Volunteer will not be a Port employee or contractor, will not be subject to Port control or supervision, and may perform tasks requested by the Project Director or Port, or not, in Volunteer’s absolute discretion.
7. Any work done which Volunteer helps with, or any work product Volunteer produces or helps the Port produce, shall be provided without cost to the Port. The Port shall be the sole owner of any such work product
8. The Port will not hold Volunteer financially responsible or claim any damages related to any Volunteer advice or work product Volunteer provides to the Port.
9. If Volunteer disagrees with a Project Director request, or decision about Volunteer’s Replacement Bridge activities, Volunteer shall notify the Project Director and describe Volunteer’s reasons for such disagreement or objection. If the Project Director persists with a request or decision which Volunteer disagrees with, Volunteer may request a meeting with the Port Executive Director and Project Director to discuss the matter.
10. Volunteer’s communication with the Port about Bridge Replacement activities shall routinely be with the Project Director, and if Volunteer believes it is necessary, with the Port Executive Director. Volunteer will not make direct presentations to or provide reports to the Port Commission unless the Port Executive Director requests a Commission presentation or report, or unless a majority of Port Commissioners at a Commission meeting request Volunteer to make a report or presentation on a Bridge Replacement matter at a subsequent Commission meeting.

Remuneration:

1. Volunteer will keep track of Volunteer's time spent on Bridge Replacement matters and will spend no more than 40 hours any calendar month assisting Port. Volunteer will alert the Project Director if 30 hours of assistance in any given month is reached.
2. All Volunteer's time spent, activities and work products related to Bridge Replacement matters shall be provided to the Port by Volunteer without any remuneration. Costs incurred by Volunteer related to Replacement Bridge activities shall not be paid or reimbursed by the Port or by a Bridge Replacement entity unless payment of costs are pre-approved by the Project Director or Port Executive Director.
3. Travel expenses, including transportation and food expenses, incurred by Volunteer related to Bridge Replacement matters shall be paid personally by Volunteer without Port reimbursement. If air travel or an out of area overnight stay by Volunteer for Bridge Replacement matters is requested and costs are pre-approved by the Project Manager, upon Volunteer providing itemization of reasonable costs incurred, Volunteer's costs will be reimbursed by the Port.

I have read and understand the Port of Hood River's Volunteer Agreement. I agree to abide by this agreement and will work to fulfill my commitment as a Port Volunteer. I understand and agree that failure to comply with this agreement is grounds for suspension or termination of my volunteer status with Port. I understand that Port commits to working with me to fulfill the expectations in this agreement.

Volunteer Name (print) \_\_\_\_\_

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

Port of Hood River, Michael McElwee, Exec. Director

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



# Commission Memo



Prepared by: Anne Medenbach  
Date: January 12, 2021  
Re: FBO Draft RFQ

Staff would like to issue a Request for Qualifications (RFQ) for a new Fixed Based Operator (FBO) this Spring. The current FBO, TacAero, has been in the position for five years. The FAA recommends that any agreement of this type be publicly offered at least every five years.

The attached draft RFQ outlines the process for entities to apply as a new FBO. The RFQ process allows the Port to select potential FBOs based on their qualifications, evaluate such qualifications, and then negotiate with the preferred party on a detailed agreement. This is different than a Request for Proposals (RFP) which would require a detailed proposal for each aspect of FBO operations and an evaluation of each proposal. An RFQ allows the respondents to offer their experience and vision and then negotiate an agreement with the Port that meets the Minimum Standards for the airport and meets Port goals. It also offers opportunity for discussion regarding changes to current operations and supports potentially new ways of structuring an FBO.

The draft RFQ includes some changes to previous Port practices relative to the FBO. Currently, the FBO agreement includes occupancy of the administration building, hangar, and 3,000sf of land for \$556/month total, plus some utilities. In addition, a \$20,000 subsidy is paid for services the FBO provides. This RFQ offers the administration building as part of the agreement but encourages the respondents to propose a rental amount for any of the other available FBO properties and request a subsidy if needed and justified.

Building	Square footage	Description	Market Rate
Admin Building <i>Rent included as part of FBO Agreement, FBO pays utilities.</i>	1,800	4 private offices, open area, 2 restrooms	\$0.75/sf \$16,200/yr
Maintenance Hangar <i>Rent to be negotiated.</i>	4,000	2 hangars, office area	\$0.50/sf \$24,000/yr
Land Lease (Trailer) <i>Rent to be negotiated.</i>	3,000	\$.25/sf/yr	\$750/yr
34 Tie Downs	N/A		

**RECOMMENDATION:** Discussion.

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**Request for Qualifications  
Fixed Base Operator (FBO) Services  
Ken Jernstedt Airfield, 4S2  
Hood River, OR**



Contact: Port of Hood River

[porthr@gorge.net](mailto:porthr@gorge.net)

(541) 386-5116

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Attachments:

- Exhibit A – Port of Hood River Minimum Standards
- Exhibit B – Vicinity Map
- Exhibit C – Existing facilities
- Exhibit E – Emergency Response Plan (TBD)
- Exhibit F - Port Ordinance 24

## 1. OVERVIEW

The Port of Hood River (“Port”) is issuing a Request for Qualifications (“RFQ”) for Fixed Base Operator (“FBO”) services at the Ken Jernstedt Airfield (“AIRFIELD”). Ken Jernstedt Airfield is located in Hood River County Oregon, with a population of 24,000. It is in the center of the Columbia Gorge, a scenic area which extends along the Columbia River from near Portland (50 miles west) to east of The Dalles. Its industry is split between agriculture, tech and hospitality and host a community college campus. It has a vibrant pilot community with active tail wheel and glider communities fueled by the local aviation tech industry. The Western Antique Aeronautical and Auto Museum (WAAAM) is adjacent to the airport and has over 400 flyable, antique aircraft and draws over 40,000 visitors per year. WAAAM hosts an annual fly in which brings over 400 aircraft to the airport in the second week of September.

The Port seeks a Fixed Base Operator to occupy one or more of the available buildings (full list included later in the document). All aviation businesses will be subject to the Port’s Minimum Standards and Port Ordinance 24, which are attached hereto as Exhibit A and Exhibit F.

The Ken Jernstedt Airfield averages approximately 60,000 operations per year and contains 128 acres within the airport aircraft operating area. The Airfield is equipped with one asphalt runway, 7/25 which is 3,040 feet long and 75 feet wide and one Alternate Grass Landing Area (AGLA). Additionally, the Port owns and leases thirty-six (36) T-hangars and thirty-four (34) tie-downs to the public for general aviation use and one 12,000-gallon Av gas tank with self-serve fuel. Two aviation tech companies are located on the Field.

The Port’s objectives are to promote economic development, generate revenue to further enhance the Airport and to facilitate a quality and viable FBO operation that will complement existing uses and service needs at the Airport. The selected FBO will be expected to apply a proactive business plan and approach to provide needed operations at the Airfield. The anticipated FBO agreement term will be for five years. The Port requires that the FBO provide basic FBO services including: fueling, Pilot services, flight training, aviation mechanics and tie down management and offers additional opportunities for services which the FBO may wish to offer (see FBO requirements in Section 3).

The Airport sponsor is the public agency or tax-supported organization that is authorized to own and operate an airport, to obtain property interests, to obtain funds, and to be legally, financially and otherwise able to meet all applicable requirements of the current laws and regulations.

## 2. FIXED BASE OPERATOR REQUIREMENTS

### a) Required Services

The FBO will be required to provide a variety of commercial aeronautical services including:

- Aircraft fueling services (Avgas)
- Aircraft ramp services (including towing, parking guidance, etc.)
- Operations of Unicom radio, issue necessary public information involving airport operations and status
- Tie-Down rental and management
- Aircraft maintenance
- Pilot Amenities & Facilities
- Pilot Training

### b) Optional Services

The FBO, at its own option, cost and benefit, may provide a variety of other aeronautical services including, but not limited to, flight training, aircraft rental and sales, air taxi/charter, avionics and aerial surveying/photography.

***The interested respondent may propose an alternative model for FBO services, which can meet the Port's goal to increase economic vitality on the airport.***

## 3. AVAILABLE FACILITIES

The following Airport owned buildings are available for lease and/or use for the FBO:

Building Name	Square footage	Rental rate	Total monthly rent	Description
1. Administration Building	1800	Included as part of FBO agreement.	Included as part of FBO agreement. FBO pays utilities.	4 private offices, open area, 2 restrooms
2. Maintenance Hangar	4,000	Respondent to propose rate.	To be negotiated with successful respondent.	2 hangars, office area
3. Land Lease for residential trailer.	3,000	Respondent to propose rate.	To be negotiated with successful respondent.	
4. 34 Tie Downs	NA			

Utilities shall be paid shall be paid by the Tenant on any leased building or ground.

## 4. FUEL FLOWAGE FEES

Fuel flowage fees shall be applicable to every gallon of fuel sold. The fuel flowage fee shall be \$0.06/gallon up to 40,000 gallons after 40,000 gallons sold the fuel flowage shall increase to \$0.08/gallon. The FBO shall provide a monthly account of fuel sales and an annual roll up containing the current year and all years under the contract.

## 5. SUBMITTAL REQUIREMENTS

In order to expedite and to maintain consistency in the evaluation process, each Submittal shall be organized in accordance with this section. Qualifications that do not follow the specific format outlined below, or that fail to provide the required documentation may receive lower scores or be disqualified if found to be non-responsive. In the event of any conflict between any of the Proposal documents, resolution thereof shall be at the Port's sole and subjective discretion. Qualifications shall, at a minimum, include the following information.

- Cover Letter

Include a cover letter identifying the operator's company/entity status and the proposal package being submitted. Include other important general information deemed significant enough to be highlighted. The letter shall provide the name, address, telephone number, and e-mail address of the individual authorized to contractually bind the company/entity.

- Business Experience

Provide a statement of the operator's corporate status, type of legal entity and the names of its principal officers including Chief Executive Officer and Chief Financial Officer or Treasurer and include percentage interest if applicable. Respondents should also provide a brief history of the entity (corporation, partnership, etc.), and a detailed description of its experience in providing aviation related services.

- Vision Statement

Each Respondent shall include a vision statement for the Ken Jernstedt Airfield and what role they see the FBO playing in that vision. This could include the airport brand, growth potential, operational changes or other inputs for the future of the airport.

- Business Plan

Please include:

- Services proposed to be offered
- Days and hours of operation proposed
- A list of all the operator's employees that includes position titles
- A list of the key personnel assignments and responsibilities
- A copy of current permits and/or licenses
- An estimated time for commencement of business operations
- Fee schedule
  - Building fee proposal
  - Any subsidy payment requested
- Any construction or improvements proposed
- Specific description of any relevant experience with public agencies.

## 6. PRE-PROPOSAL MEETING

A pre-proposal meeting to discuss the proposal process can be scheduled on an as-needed basis. Please contact Anne Medenbach at (541) 386-5116 or at [amedenbach@portofhoodriver.com](mailto:amedenbach@portofhoodriver.com) to schedule a meeting.

**7. EVALUATION MEATHOD**

The Port intends to select an FBO based on a “Best Value” basis. As such the Port will consider factors other than just the cost in making the award decision. In evaluating the proposal under these criteria, the combined experience and resources of all principals as well as the business and development plan will be considered. Port will evaluate all requested information submitted.

**a) Initial Evaluation**

Each Proposal received shall first be evaluated for responsiveness (meets the minimum requirements).

**b) Evaluation**

The Port anticipates that it may select a minimum of a four-person committee to evaluate each of the responsive “hard copy” Qualifications submitted in response to this RFQ. The evaluation committee consisting of two members of the Port of Hood River Executive Staff and two members of the Airport Advisory Committee as well as one Port Commissioner will rank the Qualifications and submit their recommendation to the Port Executive Director. After reviewing the recommendations of the selection team, Port management will select the best proposal and reject all offers as unsatisfactory. The Port will then begin negotiations with the selected FBO which will be subject to mutual agreement of the necessary agreements and then subject to approval by the Port of Hood River Board of Commissioners.

The evaluation committee shall evaluate the responsive Qualifications submitted and award points according to the Evaluation Points chart above.

**c) Potential “Competitive Range” or Best and Finals” Negotiations.**

The Port reserves the right to conduct a “Best and Finals” negotiation at their sole discretion. Such “Best and Final’s negotiation, which may include oral interviews with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Port in a timely manner. In this case, with no longer than 10 days after the beginning of such negotiation with the firms deemed to be in the competitive range.

The written Qualifications will be evaluated and scored based upon the following proposal criteria:

**EVALUATION POINTS:**

	<b>Proposed</b>	<b>Minimum Points</b>	<b>Factor Description</b>
1	Qualifications (Experience and knowledge)	20	Aviation Fixed Base Operations Experience, Management, and Capacity shall be reviewed and evaluated. The previous experience will be evaluated as it reflects the Proposer’s demonstrated ability to successfully carryout and maintain an operation of this type, size, and complexity in an efficient manner



2	Services Proposed and Business Plan	10	The overall quality and depth of proposed services to the Ken Jernstedt Airfield and general aviation customers will be evaluated pursuant to the Airport Minimum Standards and the needs of the local aviation and airport business customers.
3	Cover Letter	5	Contains all required contact information.
4	Vision Statement	10	Contains a vision that coincides with Port goals and offers insight and ingenuity into improving airport operations.
5	Services proposed and offered	10	Meets all required services and suggests improvements or changes as needed.
6	Days and hours of operation proposed	5	Meets requirements
7	A list of all operator's employees	5	Includes all employees
8	A list of key personnel	5	Includes all key personnel.
9	A copy of current permits	5	Includes applicable permits and certifications.
10a	An estimated time for business commencement	5	Includes a timeline.
10b	The proposed fee schedule: buildings	5	Includes which buildings are needed and a proposed fee schedule.
11	The proposed subsidy	5	Includes either a request for subsidy and justification for such subsidy or a no request for subsidy.
12		100	

## 8. DEADLINE

**All responses to this RFQ are to be submitted to:**

Port of Hood River  
 Attn. Michael McElwee  
 1000 E. Port Marina Drive  
 Hood River OR, 97301

and must be received by Port **no later than 10:00 AM, April 1, 2021.**

\*Due to COVID-19 restrictions, the office is closed. Qualifications may be delivered via mail or dropped in the Port drop box located at the address above.

## 1. DISCLAIMERS AND RESERVATION OF RIGHTS

- a. **Right to Reject, Waive, or Terminate the RFQ.** The Port reserves the right to reject any or all Qualifications, to waive any informality in the RFQ process, and/or to terminate the RFQ process at any time, in Port's sole and absolute discretion, if deemed by the Port to be in its best interests. In no event shall Port have any liability for a cancellation. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.
- b. **Right to Terminate Negotiations.** The Port reserves the right to terminate negotiations at any time during the RFQ process or in the negotiation of any necessary agreements. Port in its sole and absolute discretion and for any reason or purpose may terminate this process by providing notice in writing to a selected FBO of such termination of negotiations. The Port shall have no obligation to compensate a selected FBO for any costs incurred in responding to this RFQ and including travel.

Any agreement negotiated by the Port is subject to approval by the Board of Supervisors for the Port of Riverside in their sole and absolute discretion.

By responding to the RFQ and submitting a proposal, the successful Proposer acknowledges and agrees that the FBO and the Port will only execute agreements prepared by Port which are substantially approved as to form and substance by Port and Port Counsel.

# Commission Memo



Prepared by: Michael McElwee  
Date: January 12, 2021  
Re: Draft Barman Property RFDI

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At the September 15, 2020 regular meeting the Commission approved the Executive Director's FY 20/21 Workplan which included the task of issuing a Request for Developer Interest ("RFDI") to solicit business/developer interest in a collaborative effort to build a commercial building on the Barman Property ("Lot 900"). At the November 10, 2020 Fall Planning Work Session, the Commission reiterated support for completing that task and directed staff to prepare a draft for Commission review early in 2021.

Attached is a draft Lot 900 RFDI for Commission consideration. It would:

- Be advertised broadly to local and regional businesses and developers.
- Allow for consideration of any development idea consistent with commercial zoning.
- State that the Port's primary interest is in a long-term ground lease and a public/private development approach.
- Enable the Port to pursue discussions with the highest ranked respondents or simply consider the responses but take no subsequent action.

Staff seeks Commission review of the form and content of this solicitation and direction on issuance within the next 30 days.

**RECOMMENDATION:** Information/Discussion.

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**Request for Developer Interest (RFDI)**  
**LOT #900**  
**HOOD RIVER WATERFRONT**  
**Hood River, Oregon**  
**D R A F T**



**Proposals due: April 15, 2021**

Submit questions related to this RFDI to:

**MICHAEL S. MCELWEE, EXECUTIVE DIRECTOR**

**PORT OF HOOD RIVER**  
**TELEPHONE (541) 386-1138**  
**FAX (541) 386-1395**

[mmcelwee@portofhoodriver.com](mailto:mmcelwee@portofhoodriver.com)

## DEVELOPMENT OPPORTUNITY

The Port of Hood River (“Port”) is seeking to identify a qualified developer or business to develop a commercial building on Lot #900 in Hood River, Oregon. Lot #900 is a prime, one-acre, commercial parcel located on the Hood River Waterfront directly across Interstate I-84 from downtown Hood River. It is the last undeveloped, commercially-zoned property on the Hood River Waterfront. Lot # 900 is wholly owned by the Port, and is offered as a ground lease. The Port would also consider proposals for a public-private partnership in the development.

This RFDI describes the development requirements and objectives of the Port pertaining to Lot #900, and the information to be submitted to the Port by a developer or business (“Developer”) interested in leasing and developing the site. Following a Port decision to proceed with a proposal, the Port would engage in negotiations with the selected Developer intended to reach agreement on the terms and conditions of a memorandum of understanding, ground lease and, if applicable, public-private partnership agreement.

Responses are due by:  
5:00 p.m. on **Wednesday, April 15, 2021.**





## PROPERTY DESCRIPTION

- **Location/Context** – The Hood River Waterfront is located in the central Columbia River Gorge and sits directly across Interstate 84 from downtown Hood River, a town of approximately 9,000 residents. The Waterfront has experienced significant growth in the last ten years including an estimated \$87 million in public and private investment. (See Exhibit ‘A’ for a waterfront development summary.) Hood River is well known for its scenic and recreational amenities that draw visitors from around the world and its significant level of activity, during the summer months. Lot #900 is located south of Riverside Dr. and east of North 2nd St. (both ODOT-owned). and has significant visibility both from I-84 and downtown. The vacant land located to the north of Lot #900 is owned by the Port. It is zoned light industrial and expected to be built out as a light industrial/commercial district.
- **Zoning/Dimensional controls** – Lot #900 is identified as 3N10E25DB and composed Tax Lots 500, 600, 700, 800 and 900. The aggregate property is approximately 39,105 s.f. (.8 acre) in size. Zoning is C2 which allows a wide variety of commercial uses. Area zoning is shown below.



Zoning:	General Commercial (C2)
Height Limit:	45 ft.
Access:	Only from Riverside Dr. north and east
Setbacks:	None
Allowed Uses:	Wide Range – Housing cannot exceed 50% of floor area
Special Conditions:	<ul style="list-style-type: none"><li>○ Waterfront Overlay Zone (City of Hood River), including design review</li><li>○ Interchange Access Management Plan (ODOT)</li><li>○ View Corridor from 2<sup>nd</sup> St. downtown</li></ul>

## DEVELOPMENT GOALS AND REQUIREMENTS

The Port of Hood River, in partnership with local citizens, developers and businesses, has made great strides in creating a vital, active waterfront area that combines recreational activities and amenities with commercially-oriented light industrial projects. Lot #900 is the last undeveloped, commercially-zoned property within the Hood River Waterfront. While it holds great opportunity for a signature commercial project, Lot #900 has challenges due to its small size, limited vehicular access, and high visibility within a key view corridor from downtown Hood River.

To be selected, the proposed use of Lot #900 must comply with the objectives and requirements of the Port and City of Hood River for the Hood River Waterfront, and the specific requirements for development of Lot #900. The overall vision for the Waterfront area, including Lot #900, has the following key goals:

- High Quality Design & Construction
- Environmental Sustainability
- Superior Pedestrian Environment
- Complementary to Downtown Hood River
- Job quality and density

Prior completed plans, development reports, and background information pertaining to the site and the overall vision for the Hood River Waterfront can be found at [www.portofhoodriver.com](http://www.portofhoodriver.com). Proposers will benefit from reviewing this website in preparation for responding to this RFDI. Any information the Port makes available to proposers is as a convenience to the proposer and without representation or warranty of any kind.

In addition to the overall vision and development regulations for the Hood River Waterfront, the Port has established the following REQUIRED and PREFERRED elements for the development of Lot #900.

**Required Elements:** Responses must address the following:

- Create a signature building.
- Meet the Port of Hood River design guidelines
- Minimize impacts to the 2<sup>nd</sup> Street view corridor.
- Complement the downtown business district (i.e. minimize direct competition).
- Provide enhanced pedestrian connectivity through and around the project.
- Accommodate daytime and nighttime active building uses.
- Include measures for efficient building and site energy usage.
- Mitigate any visual impacts caused by the required on-site parking.

**Preferred Elements:** Responses that incorporate the following are preferred:

- Sustainable building practices that meet or exceed the standards required for Silver LEED™ certification by the US Green Building Council.
- Creation of new jobs available to the regional workforce in the Columbia River Gorge.
- Businesses and/or uses that minimize peak hour traffic burden on local streets



## APPROACH

Following the Port's decision to proceed with a proposal, the Port and the selected Developer will undertake the following:

- Developer and Port will negotiate and, if mutually acceptable, execute a binding Memorandum of Understanding (MOU) that defines respective roles, general development program, and timeframe for leasing and developing Lot #900. The MOU will provide the Developer an exclusive period for its due diligence, and require certain deliverables from the Developer within specified time periods.
- Developer completes its due diligence within required time period, and prepares for the Port's review a refined scope, concept level plan, cost estimate, and financing plan for the proposed development program, including any material financial or other terms, conditions, and arrangements proposed between the Port and Developer. In conjunction with these plans, Developer must provide evidence that it has or is reasonably anticipated to have the financial commitments to undertake the development.
- Port will review the refined development proposal and evidence of funding and determine if it will proceed with the proposal.
- If the Port accepts the refined development proposal, the Port will prepare, and the Port/Developer will negotiate and, if mutually acceptable, execute a contingent, long-term lease agreement that includes specific design, permitting, financing and construction milestones and requirements; and any other documents required to complete the transaction (for example, a Public-Private Partnership Agreement if part of the program)
- Subject to the terms and conditions of the lease and other agreements between the Port and developer, Developer will:
  - Prepare all necessary site, design, and construction documents required for City permits and approvals.
  - Secure all necessary permits and land use entitlements. The Port will establish a Project Management Group (PMG) of public staff and consultants to provide technical review for the Port and, if requested by the developer, to assist the developer with the regulatory and entitlement process.
  - Finance and construct the development program.

The Port reserves the right to adjust the sequence of steps described above.

### Anticipated Schedule

The following schedule shows key events and deadlines for this procurement. The schedule is subject to change; interested parties that register with the Port will be notified of any changes. The registration process is explained later in this RFDI.

January 20, 2021	Issue RFDI
April 15, 2021	Responses Due
May 5, 2021	Respondent Interviews (if necessary)
June 15, 2021	Developer Selection
June 30, 2021	Begin MOU negotiations
August 2021	Execute MOU

## SUBMISSION REQUIREMENTS

To be considered, developers and businesses interested in leasing and developing Lot # 900 must submit all of the “**Required Materials**” and any available “**Optional Materials**” to the Port by the due date. The content of these are described below.

**Required Materials** (not to exceed five pages) include:

- A letter of introduction, including name and address of the business entity, the name and address of the principal contact. If applicable, include the name, contact information, and role of any partners, shareholders, or other entities or persons with significant involvement in the proposed development program.
- Written description of the developer’s interest in pursuing a project on this property, including any assumed or required terms, conditions, and financial arrangements between the business/developer and the Port that pertain to the business/ developer’s interest.
- Written description of the proposed development type and programmatic elements, and the size and scale of proposed project.
- Summaries of key personnel to execute the project and their experience.
- A description of 3-5 projects completed by developer, or its principals, that best illustrates developer’s experience and capabilities.
- A completed Organizational Disclosure Form provided in Exhibit 1. The Organizational Disclosure Form should be marked TRADE SECRET AND/OR CONFIDENTIAL INFORMATION and submitted in a separate sealed envelope as described below. This form is not included in the five page limit).

**Optional Materials** (not included in five page limit) include:

- Conceptual site plan Indicating building footprint and location of access driveways and parking.
- Preliminary building elevations with sufficient detail to convey building scale character, materials, etc.

### **Trade Secret and/or Confidential Material**

If necessary or beneficial to submit trade secrets or other confidential information in response to this RFDI, the trade secret or other confidential information must be submitted in a separate, sealed envelope marked “TRADE SECRET AND/OR CONFIDENTIAL INFORMATION.” Additionally, each page within the envelope containing the trade secret or other confidential information must be marked “TRADE SECRET AND/OR CONFIDENTIAL INFORMATION.” By submitting the TRADE SECRET AND/OR CONFIDENTIAL INFORMATION to the Port, the proposer agrees to indemnify and hold harmless the Port, its Commissioners, officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the proposer has designated as a trade secret and/or as confidential information

The Port must comply with public disclosure requirements under ORS 192.311, et seq **Only information that is a trade secret or otherwise exempt from public disclosure under Oregon law can be kept confidential.** When responding to a public records request, the Port will

independently assess if the requested information is exempt from public disclosure, and, unless otherwise reversed by judicial action, the Port's determination will be final.

The Port may disclose trade secret or other confidential information contained in the proposal under the following circumstances:

- The Port may reveal any trade secret or other confidential information to any Port or City of Hood River staff, outside consultant, or third party engaged with in reviewing proposals or negotiating agreements pursuant to this RFDI; and
- The Port may publicly disclose any trade secret or other confidential information used by the Port Commission to select the Developer, and any proposed or final MOU, lease, or other agreement with the Developer, each of which may include information designated in the proposal as exempt from public disclosure.

## SELECTION PROCESS

The Port will use the responses to select a business or developer to potentially lease Lot #900 for a commercial development that achieves Port and City of Hood River objectives for the Waterfront and the site, if any. The Port will select a proposal, if any, that is most advantageous to the Port based on the following objectives:

- Facilitate the development of the site in a manner that best achieves the goals of the Waterfront Area
- Maximize the revenues made available to the Port for its programs.
- Minimize the risk to the Port associated with the successful development of the site.

In making this determination, the Port will consider those factors that it considers applicable, including:

- The proven ability of the developer to successfully finance, develop, and implement the proposed development program.
- The extent to which the proposed development program includes the required and preferred elements and achieves the goals set by the Port for the Waterfront Area and site.
- The extent to which any major financial concepts, including any assistance requested of the Port, terms, and conditions that the developer assumes or requires for its interest in the site appear potentially reasonable and appropriate.
- The allocation of risk in the proposed terms and conditions for the proposal, lease, and other agreements with the Port.

Staff will evaluate each response and present both that evaluation and the submitted materials to the Port Commission in Executive Session for review and comments. The Port Commission may not take any formal action regard the selection of the Developer while in Executive Session. However, the Port Commission could at this time direct staff to, for example, seek additional information from one or more proposers, schedule presentations to the Commission by respondents, and/or schedule a final decision at a future regular meeting of the Commission.

The Commission may take no action or may direct staff to arrange a time for one of more respondents to present their development ideas directly to the Port Commission. The Commission

will determine whether to seek additional information, direct staff to initiate MOU negotiations with a single respondent or terminate the project entirely. If the Commission decides to proceed with MOU negotiations and those efforts are un-successful, the Commission may direct staff to pursue negotiations with another respondent.

Responses Due:

**5:00 p.m., Wednesday, April 15, 2021**

Proposals shall be addressed to:

Michael S. McElwee  
Executive Director  
Port of Hood River  
1000 E. Port Marina Drive  
Hood River, OR 97031

[mmcelwee@portofhoodriver.com](mailto:mmcelwee@portofhoodriver.com)

Proposals may be submitted to the address above in person or by a postal, messenger or delivery person. Proposals may also be submitted electronic mail. Proposals will be time-stamped upon receipt by the Port. Proposals submitted after the due date and time will not be accepted.

The Port may cancel, suspend, or delay this solicitation or procurement, or reject any or all proposals in whole or part, in accordance with ORS 279B.100. If the procurement is cancelled, proposals will be returned to proposers upon request. The Port reserves the right to, at any time, extend, or modify proposal due date and/or submission requirements.

**Exhibit A**  
**Required Developer Disclosure Form**

Has the Developer, or Developer's parent corporation, LLC, or partnership, subsidiary or affiliated corporation, LLC, or partnership, if any, or any of the Developer's officers, principal members, major shareholders or investors been adjudged bankrupt, voluntary or involuntary, within the past ten years?

Yes \_\_\_\_ No \_\_\_\_

If yes, give date, place and under what name and, describe the circumstances:

Has the Developer or Developer's parent corporation, LLC, or partnership, subsidiary, or affiliated corporation, LLC, or partnership, if any, or any of the Developer's officers, principal members, major shareholders, or investors been convicted of a felony within the past ten years?

Yes \_\_\_\_ No \_\_\_\_

If yes, for each case give: person, date, place, charge, court, circumstances, and action taken.

Has the Developer, or Developer's parent corporation LLC, or partnership, subsidiary or affiliated corporation, LLC, or partnership, if any, or any of the Developer's officers, principal members, major shareholders or investors been adjudged to be in breach of contract or involved in the settlement of a breach of contract dispute within the past ten years?

Yes \_\_\_\_ No \_\_\_\_

If yes, give date, place and under what name and, describe the circumstances:

The proposer and each party identified in the proposal accepts all risk of adverse public notice, damages, financial loss, or criticism, that may result from any disclosure or publication of any material or information in this form. The proposer and each party identified in the proposal expressly waives, on behalf of itself, its partners, joint venturers, officers, employees, representatives, and agents, any claim against the Director, the Commission, the Port, and their officers, representatives, agents, and employees for any damages that may arise therefrom.

Certification:

*If the Developer is a corporation, the form should be signed by the President and Secretary of the Corporation; if an individual, by such individual; if a partnership, by one of the partners if an entity not having a president or secretary, by one of its chief officers.*

I (we) \_\_\_\_\_, certify that this Developer's Statement and the attached evidence are true and correct to the best of my (our) knowledge and belief.

Date:  
Signature:  
Title:  
Address:

Date:  
Signature:  
Title:  
Address:

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## **Administrative**

- A reminder that the Commission will be meeting on January 26 and have one meeting in February, on the 16<sup>th</sup> if Commissioner schedules allow.
- A memo from C.F.O Fred Kowell describing the FY 21/22 budget preparation schedule is attached. Commissioners are asked to check their schedules for meeting availability.
- COVID
  - Hood River remains in the Extreme Risk Category per state guidelines. This means maximum restrictions will continue for at least two weeks.
  - We are continuing to implement OSHA workplace safety measures. Employee training (Video) has been viewed by all employees and Commissioners.
  - We are looking into priority status of our toll staff for vaccination. Several are over 65. It is possible they will be considered essential workers, but OHA is still working on clarifying that definition.
  - The Hood River County Health Department has launch a new website specifically to provide information on vaccines – <https://hrccovid19.org>.
- The Port newsletter was mailed out to households throughout Hood River County. It was also sent to White Salmon and Bingen residents to encourage additional public input during the SDEIS public comment process.
- Recent federal legislation regarding COVID relief funding included language allowing funds to tolling agencies to replace lost revenue. The funds are to be disbursed through states based on formula and about \$120 million is expected to come to Oregon. The process to apply for funds is not yet clear but the Region One ACT will likely be involved in making a recommendation to the OTC. We are working with our state and federal lobbyists, along with Port of Cascade Locks on a strategy.
- The Water Resources Development Act (WRDA) was signed into law at the end of 2020. Ray Bucheger, lobbyist for Business Oregon, reports that Rep. Peter DeFazio and Sen. Jeff Merkley both played important roles in getting the legislation approved. While WRDA is very important for many ports nationwide, our primary interest is that it allows for a recreation/habitat study at the mouth of the Hood River. This study will be dependent on a future federal appropriation.
- Commissioner Meriwether was re-appointed to the Hood River Urban Renewal Board. His term will be two years, ending December 31, 2022.

- In lieu of its annual receptions in the state capitals, the OneGorge Advocacy group is working to produce a virtual event. The event will feature a pre-produced video that details the groups legislative priorities (including bridge replacement). Genevieve is working to support the video and event production. Kevin was also interviewed by the video production crew.
- Staff is working on updates to several components of the draft Strategic Business Plan and will present these for Commission review in upcoming meetings in January and February.

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## Recreation/Marina

- The Lions EyeOpeners Club fireworks show occurred at 8:00 New Years Eve. The display was brief, about 20 minutes long, and by all accounts well received and much appreciated.
- Staff is working on a new policy for use terms and rental rates for the Marina Park Picnic Shelter. These will be brought to the Commission for review in the spring.
- Hook, Spit and Marina Point roads were graded the week of January 4. This is an annual activity carried out by Port facilities department staff.
- The Downwinder, a Port Concession on the Event Site Dock, has requested permission to apply for a liquor license and is currently working with the OLLC to satisfy all requirements. They are also interested in upgrading to a new trailer. In 2022, The HRC Health Department will have new standards for all food carts and the proposed new trailer would meet the requirements.
- One Marina tenant is considering a total replacement of her boathouse. This has raised several issues about applicable codes and regulatory oversight. The existing boathouse is severely degraded. If a specific proposal is made, staff will bring it to the Commission for review. This particular situation has brought new consideration to the Port's lease terms relative to structural deterioration and Port enforcement mechanisms.
- The Marina has had 9 tenants give up their slips starting 1/1/2021. Each slip has been filled. The 30' and under waitlist is at 32 people. The over 30' waitlist has 6 people.
- Port facilities crew member Jay Cruz worked to regrade the Marina Beach earlier last month. This work removes an unsafe dropoff/ledge that ran along the south edge of the beach. See photo.
- Shortly after Christmas, another incident occurred of someone driving on Marina





Green. Damage to the lawn was significant in places. Staff is considering the merits of placing large boulders along Marina Way to prevent future access and damage.

## **Development/Property**

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- I am, again, coordinating with ODOT on a longstanding effort to “clean up” the boundary line between Exit #63 and #64. The primary issue is highlighted by the fact that the Port owns part of I-84 and ODOT owns parts of Marina Green and E. Marina Way. The primary objective is to ensure that the Port has full fee title to E. Marina Way since it is the primary access Port properties. The intended result is a “land swap” between both agencies with no money exchanged.
- Final drain line cleaning and camera work at the Jensen Bldg. is scheduled for Jan 11. When the resultant report is forwarded to DEQ, we hope this will be the last step in obtaining a ‘No Further Action’ letter and conclude our environmental effort.
- Staff worked with Pfriem and KNCC to complete the requirements outlined in Addendum No. 5 to their Lease as approved by the Commission on December 22. On January 8, a simultaneous transfer of the \$260,000 Tenant Improvement Allowance and the Lien Waiver with KNCC was completed. The project amount has been paid in full and is finally complete. The Port’s General Counsel advised throughout the process.
- The Big 7 Building reroof is nearly complete with walk pad installation being the final item on the punch list, expected to be complete by the end of the month. The Port has received the Energy Trust incentive payment of \$23,000, reducing the project cost from \$227,000 to \$204,000. The total spending authority for this project was \$253,000.
- Staff is negotiating a contract with KPFF Engineers for preliminary roadway, utility layout, and cost estimating related to the E. Anchor Way Extension Project. The contract is under \$10,000 and does not need formal Commission approval. It is a crucial step for preparation of grant applications and entitlement scoping. Initial feedback has been received from two grant agencies – ODOT and EDA – and the project has been well received. The work is expected to be completed by early March.

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## **Airport**

- Contractor Bill Kelsey is scheduled to do the annual maintenance of the AWOS on Thursday, January 7. This maintenance had been canceled last fall due to wildfires.
- The Commission-approved equipment needed to upgrade the AWOS has been ordered. The upgrade will be completed later in the spring. Funds for this project will come from the \$30,0000 FAA allocation related to COVID relief.

- Staff continues to work with the Noise Workgroup which will be discussing airport noise reduction goals with local UAV companies and the FBO this month.
- Staff is working with Aron Faegre on a Design/Build option for the potential hangar construction on the airport. This would be a different process than the public bidding process the Port usually uses but is typical in many Ports doing this type of construction. A recommendation will be brought to the Commission within the next weeks.
- One T-Hangar tenant that was not able to meet their lease requirement of having their aircraft airworthy and has given up their hangar starting 1/1/2021. The hangar was accepted by the person at the top of the waitlist which has 32 applicants.

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### **Bridge/Transportation**

- Staff is scheduling the shim work on the lift span. It will likely occur in February.
- Single lane closures will be required on Thursday, January 14 to enable Port crews to conduct emergency repair to a potholes on the north end, southbound lane.
- We are still waiting for ODOT to issue a letter requiring the Port to install new signs listing new weight limits on the bridge. I have been in touch with several businesses to better understand the expected impacts. Notably, the weight limit reduction is expected to impact log trucks significantly. As a reminder, the new load posting is expected to be as follows:

<b>Vehicle</b>	<b>Unrestricted Weight</b>	<b>New Posted Weight Limit</b>
Type 3	25 tons	24 tons
Type 3S2	40 tons	32 tons
Type 3-3	40 tons	32 tons
SU4	27 tons	22 tons
SU5	31 tons	24 tons
SU6	34.75 tons	25 tons
SU7	38.75 tons	25 tons

# Commission Memo



Prepared by: Fred Kowell  
Date: January 12, 2021  
Re: Preliminary Budget Calendar for FY 2021-22

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Please find below the preliminary budget calendar for the upcoming budget year of 2021-22.

In preparation of the the budget calendar, staff seeks to provide enough time between Spring Planning, the Budget Committee meeting, and the Budget Hearing to adequately incorporate Commission direction and changes proposed to prepare the budget.

Spring Planning – April 6<sup>th</sup>

Budget Committee – May 4<sup>th</sup>

Budget Hearing – June 1<sup>st</sup>

Budget Adoption – June 15<sup>th</sup>

These dates are somewhat flexible, but we must adopt the budget by the 2<sup>nd</sup> meeting in June.

**RECOMMENDATION:** Informational.