

**PORT OF HOOD RIVER COMMISSION**  
**Tuesday, December 16, 2014**  
**Marina Center Boardroom**  
**5:00 p.m.**

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**Regular Session Agenda**

1. Call to Order
    - a. Modifications, Additions to Agenda
  2. Public Comment (5 minutes per person per subject; 30 minute limit)
  3. Consent Agenda
    - Approve Minutes of November 20, 2014 Fall Planning Work Session
    - Approve Minutes of November 20, 2014 Regular Session
    - Approve Lease with Walden District Office in Marina Park DMV Building, Suite C
    - Approve Lease Addendum No. 1 with Northwave for Jensen Building
    - Approve Accounts Payable to Jaques Sharp Attorneys in the Amount of \$5,840
  4. Reports, Presentations and Discussion Items
    - Warming Shelter Site Request
    - Ken Jernstedt Fixed Base Operations - Scott Gifford, Classic Wings Aero Services
    - Nichols Basin Seawall
    - Waterfront Parking
  5. Director's Report
  6. Commissioner, Committee Reports
    - Waterfront Refinement Plan PAC – Commissioner McBride
    - Urban Renewal Agency – Commissioners Streich and Shortt
  7. Action Items
    - a. Authorize Issuance of Notice of Intent to Award, Notice of Award and Contract with Crestline Construction for the Hook Launch Project in the Amount of \$95,085 Subject to Legal Counsel Review and Contingent Upon No Bid Protests
    - b. Approve Resolution 2014-15-1 Regarding Hood River-White Salmon Interstate Bridge Toll Rates Effective January 1, 2015
    - c. Approve Amendment to DDA with Key Development for Expo Property
    - d. Approve Agreement with Classic Wings Aero Services as FBO for Ken Jernstedt Airfield
    - e. Approve Land Lease with Classic Wings Aero Services for Residential Trailer Area
    - f. Approve Hangar Lease with Nostalgaire, Inc.
  8. Commission Call
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9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations; and ORS 192.660(2)(f) Exempt Public Records
  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.*

## Commission Memo

**To: Commissioners**  
**From: Laurie Borton**  
**Date: December 16, 2014**  
**Re: Fall Planning Work Session Minutes**

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There was good discussion from the 5-hour Fall Planning Work Session on November 20. The attached represents a summation of the meeting and your review of the minutes to ensure all points have been reflected accurately would be appreciated. If needed, the Fall Planning minutes can be pulled from the Consent Agenda for further discussion under Action Items.

**RECOMMENDATION:** For review and approval.

**Minutes of November 20, 2014 Port of Hood River Commission  
Fall Planning Work Session  
Marina Center Boardroom 12:00 Noon**

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**THESE MINUTES ARE NOT OFFICIAL**, as they have not been approved by the Port Commission.

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**Present:** Commissioners Jon Davies, Fred Duckwall, Rich McBride, Brian Shortt, and Hoby Streich; Port Counsel Lesley Haskell (in for Jerry Jaques); from staff, Michael McElwee, Fred Kowell, Anne Medenbach, John Mann, Liz Whitmore, and Laurie Borton; from Budget Committee, Jeff Nichol

**Media:** None

*President Rich McBride called the fall planning work session to order at 12:05 p.m.*

**1. Overview/Objectives:** President McBride opened the work session and thanked everyone for their participation. It was his perspective the Port had a great year with completion of projects and groundwork laid for future projects that will continue to transform and enhance properties resulting in more interest and value. McBride stated the present Commission was fortunate to build upon blocks set down a long time ago and the Port continues to move in the right direction. Executive Director Michael McElwee first thanked attorney Lesley Haskell and budget committee member Jeff Nicol for attending today's meeting. He then reviewed the agenda, which was laid out by discussion topic overview, issues, and potential actions. McElwee also commented on the momentum of the Waterfront Refinement Plan (zone overlay process) noting the direction was not yet clear but that it would have an enormous impact on the Port's waterfront properties.

**2. Financial Summary:** Finance Manager Fred Kowell provided information and responded to questions related to the "Statement of Revenues and Expenses, with Capital Improvements and Principle Debt Included but Without Depreciation or Amortization for All Funds (Non-GAAP) for the Year Ended June 30, 2014 and 2013." Summaries of particular note: the 10% reserve and 2.0 debt coverage ratio policies remain in effect; toll revenue was down but should be back in line with 2013/14 this next year; ticket crossings will not be discounted effective January 1, 2015 and there will also be a reduction paid into accounts for the BreezeBy bonus; overall revenue was up 4%; the Port still sees a good cash flow in non-operating revenue; and revenue diversification will begin with the Lot 1 build out.

**Additional Notes:**

- o Operating Expenses (salaries and wages): update comparable to other Ports.
- o Financial Forecast Model: update for Spring Planning 2015.
- o Develop portfolio narrative. (There was also discussion on Port competing with private enterprises in small community/market place—is this an appropriate role for the Port and does the Port need to charge market rates for leases?)

**3. Discussion Topics:** Staff led the Commission through discussions on the following topics. Position papers are attached to the official minutes of the meeting.

**BRIDGE/TRANSPORTATION**

▪ **2015 Rates and Ticket Policy**

Overview: Beginning January 1 discounted tickets will be eliminated and the bonus paid into a BreezeBy account will be reduced. In 2015 a ticket crossing will increase by 20 cents to \$1.00; a BreezeBy crossing will increase by 5 cents to an 80 cent crossing.

Issues: Overhead for tickets is not included in the current pricing structure; cost for a BreezeBy account is far cheaper and should attract more users to BreezeBy.

Consensus: Resolution will be brought back in December formalizing the new pricing structure.

Additional Notes:

- Continue discovery phase to ticket alternatives keeping speed efficiency at booth in mind; i.e. web portal, gift card, less expensive transponders, transponder gift certificates, etc.
- Continue use of ticket book but look at charging a premium for actual loaded cost.
- Consider value in annual attendance at meeting of national tolling agencies.

▪ **2014-16 Work Plan**

Overview: HDR Engineering is now supplementing HNTB's assessment of conditions, costs and timelines for maintaining the Interstate Bridge.

Issues: The bridge provides a safe crossing for motorists, but recognized repairs will include electrical systems, deck seating problems, intermittent gate issues; gusset repair, pile scouring, and seismic upgrades.

Consensus: Continue to follow the 2014-16 Work Plan that identifies components to be addressed and priority levels. Consider whether to go with one or two bridge engineers.

Additional Notes:

- Staff will work with HDR to develop a maintenance/operational manual.
- Develop/participate in an Emergency Response Team table-top drill in 2015.

**FACILITIES**

▪ **Building Roles and Condition**

Overview: The Building Conditions Assessment developed in 2013 is reassessed annually. Inspections were just completed and maintenance lists and capital improvement project (CIP) additions are being finalized.

Issues: Should building roles be redefined for clarity regarding strategy to retain, sell, or raze buildings?

Consensus: Prepare cost analysis to assist in prioritizing redevelopment and construction projects. Draft a narrative for each building describing role and potential for selling or repurposing.

Additional Notes:

- Evaluate the functionality of the Maritime Building for long-term tenants.
- Prepare report for discussion of the Jensen breezeway units with recommended actions such as keep as is, not lease at all, or offer for dry storage only.
- Big 7 second floor, high rent tenant has terminated lease. Parking is maxed out and significant tenant improvements will be needed to create functional, smaller spaces. Same summary should be done for the Wasco Business Park Building.

**WATERFRONT DEVELOPMENT**

▪ **Property Sale/Lease Policy**

Overview: The current Policy, adopted in 2007, prohibits the sale of land north of Portway Avenue.

Issues: The 2007 Policy does not address property adjacent to the Nichols Basin or Lot #1.

Consensus: Staff to prepare a new draft policy as the Commission looks ahead to potential development in the next 5-10 years. Consensus that Port should not sell land adjacent to the Nichols Boat Basin and policy should clearly define the circumstances that the Port would sell land on Lot #1.

*At 2:15 p.m. the Commission took a short break and work session discussions resumed at 2:25 p.m.*



▪ **Waterfront Planning – Refinement Plan**

Overview: The Waterfront Refinement Plan is a City/Port legislative process that will modify zoning on a large portion of the Waterfront and institute new design guidelines, which are based largely on the Port's Design Guidelines adopted July 20, 2010.

Issues: With the Expo property now included in the Plan (along with the 'Barman,' 'Burger King,' and Nichols Basin West Edge properties) the DDA with Key Development will need to be modified.

Consensus: The draft overlay zone is close to being final and reflects good elements and compromises. Commissioners will attend public hearings of the City Planning and Council meetings.

Additional Notes:

- Commission would like to see more flexibility for the Port, especially for Lot #1; i.e. building footprints.
- Provisions for the Expo Building should be the same as for Lot #1.
- There should be some revenue stream to underwrite the expense of the Lot #1A build out. Remove "boat center" label on conceptual plans.
- Concessionaire buildings on the southern-most and eastern boundaries at the Event Site parking lot should be more permanent structures rather than sheds.

▪ **Waterfront Planning – Parking Strategy**

Overview: A coherent, thoughtful parking plan, including an approach to fees and enforcement, will be necessary as parking demands continue to increase.

Issues: Strategies for an area permit system; shared parking, etc. could be considered.

Consensus: Consider entering into a contract for professional services with Rick Williams Consulting for a waterfront parking plan. Seek close consideration with City and their financial participation.

Additional Notes:

- Relocate ticket booth from the Spit to Lot #1 with Port staff selling daily and seasonal parking passes as one means of offsetting loss of parking at Slackwater Beach. Education regarding enforcement can be done via flyers on vehicles. Reconfigure Event Site parking entrance to what is now the exit, making a new curb cut for the exit, and curb off what is now the entrance which should block the view of the concessionaire sheds.

▪ **Waterfront Planning – Lot #1 Planning Next Steps**

Overview: A general approach to future development has been carried out, beginning with the Group Mackenzie Concept Plan in 2010 and the Walker|Macy Concept Plan in 2014.

Issues: What is the best approach working ahead to obtain entitlements?

Consensus: Staff to bring proposed approach to Commission for action in early 2015.

▪ **Light Industrial Lands – Hanel Mill Site**

Overview: There is approximately 134 acres of LI zoned lands both inside and outside City limits within the Hood River Valley.

Issues: 45 acres are not developed or available for redevelopment and the Port owns 14 acres (31%) of the developable land. Current pricing of large parcels is above market.

Consensus: Opportunities will continue to be brought to the Commission for discussion.

**RECREATION**

▪ **Marina – Master Plan**

Overview: A master plan has not been updated since 2007.

Issues: Determine elements to be included; i.e. adjacent commercial properties, boat launch parking lot, transient and cruise ship docks, restrooms, Hood River Yacht Club, etc.

Consensus: Phased budgeting will need to occur for overall master planning as the current bandwidth addresses the Marina water facility only. Move ahead with a water-focused Master Plan in 2015 and continue to work closely with the Marina Ad-hoc Committee.

Additional Notes:

- Prepare narrative of what we currently have.
- Master Planning should include commercial property and marina parking lot; determine how master plan will integrate with upland buildings and how the Marina Green and Marina Park will fit. Be thoughtful of future connections, gangways, etc. Consider better 'way finding' signage.
- Look at revenue generation feasibility/alternatives of dry storage, boat launch parking fees. Is there a way to optimize fueling revenue potential?
- Should the youth sailing program be moved to the Nichols Basin?
- Can something be done for better utilization of the Marina Park/Marina Beach? For example, re-landscape to recruit Jazz Fests again?

▪ **Strategic Planning**

Overview: Interest in discussing a plan to distribute various user groups on waterfront properties to optimize efficiencies has been expressed.

Issues: How can user groups and activities be supported, and distributed, at various sites?

Consensus: Seek ways to distribute recreational use along waterfront through reasonable facility development and better communication to user groups about available sites.

Additional Notes:

- Utilize Walker|Macy's site plan of uses as basis for looking at redistribution of people.
- Update signage to better identify definitions and expectations to optimize enjoyment. (This could also be considered with a parking plan and/or as trails are constructed.)
- Use of a summer trolley to move people between the waterfront and downtown?
- A majority of terms on the Waterfront Recreation Committee expire June 30, 2015. Seek broader representation.

**AIRPORT**

▪ **Master Plan Update**

Overview: Updating the Master Plan will continue into FY 2014-15 followed by the Federal Aviation Administration's (FAAs) review which will take 4 to 6 months longer.

Issues: What potential policy actions and project priorities should be considered before the Plan is complete?

Consensus: Obtain Commission input throughout the Master Plan process. Issues will be addressed by the Airport Master Plan Advisory Committee and the FAA, and progress reports will be brought back to the Commission for discussion.

**4. Other Issues:**

▪ **Regional Advocacy**

Overview: A coalition of public, private, and non-profit stakeholders branded as "1Gorge" has been formed to advocate for regional needs and a strong and sustainable Gorge economy.

Issues: Does the Commission support the 1Gorge effort and continued commitment of staff time?

Consensus: Current list of Coalition initiatives are to obtain federal appropriations for economic development in the Columbia River Gorge National Scenic Area Act (NSA); secure funds to carry out a comprehensive transportation plan for the NSA; secure funds for near-term repairs and long-term replacement of the Hood River and Cascade Locks bridges; seek regulatory approval to enable bi-state reciprocity for emergency and transit services,



university tuition and other core community development services; and support other projects identified through regional partners efforts.

Additional Notes:

- o 2-year legislative calendar is next step for 1Gorge Coalition.
- o Communications and Special Projects Manager will take on role in the 1Gorge Coalition.

▪ **Education Initiatives – Local**

Overview: The Port supports a strong education system and workforce, which is a fundamental aspect of a strong economy. Consider a "Waterfront Education Partnership" to provide experience and opportunities; i.e. field trips, class design project with presentation to Commission; internships/scholarships?

Issues: ORS 777 imposes limitations on activities the Port can be involved in.

Consensus: Continue to develop potential limited education partnerships but coordinate directly with the School District and review ideas with Commissioners.

Additional Notes:

- o Commission requested review of ORS 777 limitations/restrictions by Legal Counsel.
- o Keep counsel informed of potential partnerships as related to ORS 777 involvement.
- o Inform the public what the Port can do to support a strong educational system and workforce, keeping ORS 777 in mind. Newsletter piece?
- o Build potential internships/scholarships into the budget.
- o Commissioner Davies volunteered to work with McElwee on conversations with Superintendent Dan Goldman.

▪ **Education Initiatives - Regional**

Overview: Demands for a skilled workforce from local businesses have been promoted by Columbia Gorge Community College and public/private partnerships have been suggested to promote vocational training for support of value-added agricultural research at the OSU Extension Service.

Issues: Until enrollment increases, notice of a potential closure of the CGCC campus in Hood River has just been announced.

Consensus: Port will monitor for possible future opportunities.

- **Strategic Business Plan Key Projects List** – This discussion was deferred to another meeting.

President McBride adjourned the Fall Planning Work Session at 5:09 p.m. The Commission reconvened at 5:17 p.m. for the Regular Session meeting.

Respectfully submitted,

\_\_\_\_\_  
Laurie Borton

ATTEST:

\_\_\_\_\_  
Rich McBride, President, Port Commission

\_\_\_\_\_  
Hoby Streich, Secretary, Port Commission

Port of Hood River Commission  
Meeting Minutes of November 20, 2014  
Marina Center Boardroom  
Immediately Following the Fall Planning Work Session

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

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**Present:** Commissioners Jon Davies, Fred Duckwall, Rich McBride, Brian Shortt and Hoby Streich; Port Counsel Lesley Haskell; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, and Laurie Borton

**Absent:** Port Counsel Jerry Jaques

**Media:** None

**1. Call to Order:** President McBride called the meeting to order at 5:17 p.m.

a. Modifications, Additions to Agenda: None.

**2. Public Comment:**

- Members of the Marina Ad-Hoc Committee were in attendance. Commissioner Davies requested that they be allowed to speak during the rate discussion under Action Items.

**3. Consent Agenda:**

- Approve minutes of November 4, 2014 regular session
- Approve Accounts Payable to Jaques Sharp Attorneys at Law in the amount of \$5,166.00

**Motion:** Move to approve Consent Agenda.

**Move:** Davies. *Davies cited a client relationship conflict of interest regarding the Accounts Payable item.*

**Second:** Duckwall

**Vote:** **Aye:** Davies, Duckwall, McBride, Shortt, and Streich

**MOTION CARRIED**

**4. Reports, Presentations and Discussion Items:** None.

**5. Director's Report/Informational Items:** Michael McElwee recommended that one meeting be held in December, on the 16<sup>th</sup>, which would accommodate better timing on potential award of the Hook Launch project for bids that will be opened December 9. *There was Commission consensus to hold one meeting in December on the 16<sup>th</sup>.* McElwee reported the Nichols Basin seawall is being inspected and that results would be brought back at a future meeting. Davies commented on the notice from Business Oregon's Infrastructure Finance Authority ("IFA") that the Port's Strategic Business Plan had been approved. Next steps will be an Intergovernmental Agreement to formalize the business relationship between the Port and the IFA.

**6. Commissioner, Committee Reports:**

- **Urban Renewal Agency:** Commissioner Streich reported on the November 10 meeting at which an update on the State Street and restroom projects was received. Streich also commented that the property purchase from NBW-Hood River at the Nichols Basin is moving forward.



- **Waterfront Refinement:** McBride reported the overlay zoning process was moving along in a positive direction. The advisory committee will meet again on November 21.
- **Marina Ad-hoc Committee:** Davies reported on the November 18 meeting discussion of rates and procedural issues. Davies commended Interim Marina Manager Janet Lerner for the good job she was doing. After the first of the year two seasonal lotteries for slips on the South Basin Dock will be advertised—one lottery for the months of May through June, and a second for August through September.
- **Washington, D.C. Trip:** McBride reported on his and McElwee's visit November 12-14 to the capitol. Ball Janik lobbyist Hal Hiemstra was acknowledged for the generosity of his time and helpfulness in coordinating meetings with Walden, Wyden, Merkley, Division of Transportation, Economic Development Administration, and a tour of the Pentagon.

#### 7. Action Items:

a. **Approve 2015 Moorage Rates as Follows: Slip and Floatplane Rate Increase of 6.07%; Boathouse Minimum of \$850 Plus Increase of 6.07%; Flat Fee of \$5/Month for Water and Garbage Billed Quarterly; and Minimum Fee of \$5/Month for Electricity Billed Quarterly Unless Actual Cost Exceeded:** Members of the Marina Ad-hoc Committee were invited to speak. Steve Tessmer commented he was available to answer questions and informed the Commission there was consensus from the Committee regarding the rate proposal. Lance Staughton, also representing the Hood River Yacht Club, thanked the Commission for listening to the Committee. He did say, however, that the Yacht Club would like to see a better location for garbage and more frequent pick-ups if a monthly charge was enacted. Finance Manager Fred Kowell acknowledged the Ad-hoc Committee as a great forum. Kowell noted that with the increase in 2015 rates the Marina should not operate at a loss.

**Motion:** Move to Approve 2015 Moorage Rates as Follows: Slip and Floatplane Rate Increase of 6.07%; Boathouse Minimum of \$850 Plus Increase of 6.07%; Flat Fee of \$5/Month for Water and Garbage Billed Quarterly; and Minimum Fee of \$5/Month for Electricity Billed Quarterly Unless Actual Cost Exceeded.

**Move:** Duckwall

**Second:** Davies

**Discussion:** McElwee commented that a moorage termination starts a series of steps contacting tenants on the Betterment List, if applicable; then people on the Wait List. There is concern of lost revenue during the time period waiting to fill the vacancy. Should there be an obligation of the terminating tenant to pay until the slip is filled? Should the Betterment List be trued up requiring the tenant to pay a fee to remain on the list? Should a 30 or 60 day termination notice be considered?

**Motion:** Move to include a 60-day termination notice in the moorage agreement.

**Move:** Davies

**--Second Motion on the Table. Motion withdrawn by Davies.--**

**Amended Motion:** Move to include a 60-eday termination notice requirement.

**Move:** Duckwall

**Vote:** **Aye:** Davies, Duckwall, McBride, Shortt, and Streich

**MOTION CARRIED**

**b. Approve Increase of 2.57% to the Lease Rates for T-Hangars at the Ken Jernstedt Airfield in 2015:** Kowell noted that T-hangar rates would increase by the Consumer Price Index inflator and that upon conclusion of the Master Planning process rates would be reviewed.

**Motion:** Move to Approve Increase of 2.57% to the Lease Rates for T-Hangars at the Ken Jernstedt Airfield in 2015.

**Move:** Duckwall

**Second:** Davies

**Discussion:** The question was asked if financial modeling should be considered for T-hangars as was done for the Marina.

**Vote: Aye:** Davies, Duckwall, McBride, Shortt, and Streich

**MOTION CARRIED**

**8. Commission Call:** Commissioner Streich commented that he had been approached frequently regarding use of the Port's remnant parcel west of the Wastewater Treatment Plant as the location for a dog park. It was his opinion that this was a great location with easy access that won't devalue the neighboring property. Davies responded that he too thought it was a good location but that wetland or aviary conflicts need to be determined. Commissioner Shortt commented there was good preparation for today's Fall Planning Work Session.

**9. Executive Session:** None.

**10. Possible Action:** None.

**11. Adjourn:** President McBride adjourned the meeting at 6:05 p.m.

Respectfully submitted,

\_\_\_\_\_  
Laurie Borton

ATTEST:

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Rich McBride, President, Port Commission

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Hoby Streich, Secretary, Port Commission

## Commission Memo

**To: Commissioners**  
**From: Anne Medenbach**  
**Date: December 16, 2014**  
**Re: Greg Walden District Office – Lease Approval**

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Greg Walden has both his District office and his Campaign office at the Marina Park DMV Building. The Campaign office has renewed its lease for another two years. Now that Representative Walden has been reelected, he would like to extend the lease of 181 sf for the District office for another two years.

The lease has to be re-written, due to Federal regulations. The rate has been increased by 6% with no additional CPI adjustment for the remainder of the term. This is a full service lease. The rate will be \$1.28/sf/mo.

**RECOMMENDATION:** Approve lease with Walden District Office in Marina Park DMV Building, Suite C.

## Commission Memo

**To: Commissioners**  
**From: Anne Medenbach**  
**Date: December 16, 2014**  
**Re: Northwave, Inc. – Lease Addendum No. 1**

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Northwave has occupied 2,042 sf of space in the Jensen Building since 2012. They also have a breezeway storage unit of 288 sf. The current rate on the breezeway space is \$0.37/sf/mo.

Due to the power disconnect on January 1, 2015, Northwave would like to reduce their rental rate on the breezeway unit to \$0.25/sf. This rate will still be subject to an annual CPI increase along with the office square footage.

**RECOMMENDATION:** Approve Lease Addendum No. 1 with Northwave, Inc.



**ADDENDUM NO. 1 TO LEASE**

Whereas, the Port of Hood River ("Lessor") and Northwave Inc. ("Lessee") entered into a lease of Port Office Building space under a lease dated May 5, 2012; and

Whereas, the Port will be disconnecting power to the Breezeway building and,

Whereas, the existing lease provides for 288 sf of powered space in the Breezeway building and Northwave, Inc. would like a decrease in rent to compensate for the loss of power and,

Therefore, the parties agree as follows:

1. Breezeway unit 8 consisting of 288 s.f. shall have a reduced rate of \$0.25/sf/month beginning January 1, 2015.
2. Every year thereafter, including any extensions, the rental rate for breezeway unit 8 shall increase at the same CPI as that of the office space included in this lease.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

PORT OF HOOD RIVER,  
An Oregon Municipal Corporation

By: \_\_\_\_\_  
Michael S. McElwee, Executive Director

Northwave, Inc.

By: \_\_\_\_\_  
Blake Richards, President

# Commission Memo

**To: Commissioners**  
**From: Fred Kowell**  
**Date: December 16, 2014**  
**Re: Accounts Payable Requiring Commission Approval**

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<b>Jaques Sharp Attorneys at Law</b>	<b>\$5,840.00</b>
Attorney services per attached summary	
<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b><u>\$5,840.00</u></b>

# JAQUES SHARP

— ATTORNEYS AT LAW —

205 3RD STREET / PO BOX 457

HOOD RIVER, OR 97031

(Phone) 541-386-1311 (Fax) 541-386-8771

CREDIT CARDS ACCEPTED

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

Page: 1  
December 12, 2014  
Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
ENVIRONMENTAL INSURANCE , 19.00	0.00	0.00	0.00	0.00	\$19.00
HANGAR LEASE (Insitu, Inc.) 38.00	0.00	0.00	0.00	0.00	\$38.00
MISCELLANEOUS MATTERS JJ 1,064.00	0.00	0.00	0.00	0.00	\$1,064.00
FBO AIRPORT AGREEMENT (Gifford/Classic Wings) 607.00	0.00	0.00	0.00	0.00	\$607.00
OREGON BUSINESS DEV IGA (State of Oregon) 152.00	0.00	0.00	0.00	0.00	\$152.00
TRANSPORTATION ISSUES 2,929.00	0.00	0.00	0.00	0.00	\$2,929.00
REGULAR MEETING FEE JJ -350.00	700.00	0.00	0.00	-700.00	-\$350.00
AUDIT LETTERS 36.00	0.00	0.00	0.00	0.00	\$36.00

Previous Balance	Fees	Expenses	Advances	Payments	Balance
LEASE (PocketFuel)					
72.00	0.00	0.00	0.00	0.00	\$72.00
ODELL PROPERTY (Robert Hanel)					
266.00	0.00	0.00	0.00	0.00	\$266.00
EXPO SITE DEVELOPMENT (Key Development; Pickhardt)					
722.00	0.00	0.00	0.00	0.00	\$722.00
LEASE (Construction)					
114.00	0.00	0.00	0.00	0.00	\$114.00
LEASE BIG 7 (Motherlode, LLC & Allen Barteld)					
38.00	0.00	0.00	0.00	0.00	\$38.00
LEASE (Hoverlabs Corp. & Brett Faike)					
133.00	0.00	0.00	0.00	0.00	\$133.00
<u>5,840.00</u>	<u>700.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-700.00</u>	<u>\$5,840.00</u>

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



# Commission Memo

**To: Commissioners**  
**From: Liz Whitmore**  
**Date: December 16, 2014**  
**Re: Hook Launch Bid Results**

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The Port competitively bid the Hook Launch on November 14, 2014. The project includes the construction of a concrete walkway and landscaping for improved waterfront access. The engineer's estimate was \$106,400.00. The following are the six base bids the Port received:

1. Crestline Construction	\$ 95,085.00
2. Big River Construction	\$ 127,510.00
3. GT General Contracting	\$ 157,118.25
4. Laskey-Clifton Corp	\$ 186,313.00
5. HP Civil Inc	\$ 220,401.50
6. Nutter Corporation	Non-responsive

Crestline Construction is the apparent low bidder. Alternates for an enhanced beach were also considered for the project, but resulted in a budget overrun and consequently will not be accepted. Staff will pursue other options with the contractor for a scaled-down beach improvement at the site. The project will commence early January 2015, with final completion on March 20, 2015.

Due to scheduling constraints for construction to occur during the in-water work window, staff is requesting an accelerated Commission approval to include the Notice of Intent to Award, Notice of Award, and execution of contract.

**RECOMMENDATION:** Authorize issuance of a Notice of Intent to Award, Notice of Award, and Execution of Public Improvement Contract to Crestline Construction Company, LLC, for the Hook Launch project in the amount of \$95,085.00, subject to legal counsel review and contingent upon no bid protests.

## Commission Memo

**To: Commissioners**  
**From: Fred Kowell**  
**Date: December 16, 2014**  
**Re: Resolution No. 2014-15-1**

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During the FY 2013-14 and FY 14-15 budget process, the budget committee requested that the current bonus provided to electronic toll users be adjusted by inflation. After going back to our last toll increase on January 1, 2012, it was determined that our aggregate CPI (three years - rounded) would reduce our current bonus of \$6.67 to \$5.00 on a \$20 purchase or an 8.35% reduction in bonus.

It was also determined that the cost of printing, accounting, counting, and controlling ticket inventory far outweighed any other forms of toll payment (i.e., cash, electronic tolling). Therefore, a book of 25 tickets on a \$20 purchase will be reduced to 20 tickets on a \$20 purchase or a \$1 per crossing.

**RECOMMENDATION:** Approve Resolution No. 2014-15-1 modifying the bonus provided to electronic toll and ticket users effective January 1, 2015.

**PORT OF HOOD RIVER  
Resolution No. 2014-15-1**

**RESOLUTION MODIFYING THE BONUS PROVIDED TO ELECTRONIC  
TOLL AND TICKET USERS EFFECTIVE JANUARY 1, 2015**

**WHEREAS**, the Hood River-White Salmon Interstate Bridge ("Bridge") owned by the Port of Hood River (Port") is a key transportation facility in the Mid-Columbia Region, and the Port must manage, maintain, inspect and operate the Bridge in a safe manner for the long-term use of residents and businesses; and

**WHEREAS**, the Port must take into account inflationary pressures on its costs which need to be reflected in its tolls to provide revenues to maintain adequate financial reserves for Port debt and operations; and

**WHEREAS**, the Port Board of Commissioners finds it necessary to reflect this increase in cost by decreasing the bonus provided to electronic users; and

**WHEREAS**, the Port Board of Commissioners have found that the aggregate cost of accounting, maintaining, printing, and controlling tickets exceeds other forms of payment such that the ticket bonus is being eliminated; NOW, THEREFORE, BE IT

**RESOLVED**, the Port Board of Commissioners hereby adopts and incorporates by reference Attachment 'A' attached hereto, and approves the new toll rates for users of the Bridge effective beginning January 1, 2015.

**FURTHERMORE, BE IT RESOLVED**, that is Resolution modifies Resolution No. 2011-12-1.

**ADOPTED BY THE BOARD OF COMMISSIONERS** this 16<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
Rich McBride

\_\_\_\_\_  
Jon Davies

\_\_\_\_\_  
Fred Duckwall

\_\_\_\_\_  
Brian Shortt

\_\_\_\_\_  
Hoby Streich

RESOLUTION 2014-15-1  
**Attachment 'A'**  
**2015 Toll Rate Summary**  
Approved: December 16, 2014

	<u>2015 Toll</u> <u>Effective 1/1/2015</u>	<u>2014 Toll</u> <u>Effective 1/1/2012</u>
<b>Cash Tolls</b>		
Class 0 Vehicles (Motorcycles)	\$ 0.75	\$0.75
Class 1 Vehicles	\$ 1.00	\$1.00
Class 2 & above Vehicles (per axle)	\$ 1.00	\$1.00
<b>Electronic Tolling</b>		
Class 0 Vehicles (Motorcycles)	\$ 0.60	\$0.57
Class 1 Vehicles	\$ 0.80	\$0.75
Class 2 & above Vehicles (per axle)	\$ 0.80	\$0.75
<b>Discount Tickets</b>		
Class 1 Vehicles	\$ 1.00	\$0.80
Class 2 & above Vehicles (per axle)	\$ 1.00	\$0.80



# Commission Memo

**To: Commissioners**  
**From: Michael McElwee**  
**Date: December 16, 2014**  
**Re: Key Development EXPO Property DDA**

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Attached is draft Amendment No. 1 to the Amended and Restated Disposition and Development Agreement (DDA) for the Expo property. This amendment primarily addresses the following:

- The current DDA terminates at the end of this year. The timeframe for resolving the zoning on the Expo property has been significantly extended due to the Waterfront Refinement Plan (WRP), and the final approval of the WRP in an acceptable form is still uncertain. This Amendment No. 1 extends the final termination date of the DDA for 60 days.
- The development of the Expo property is now likely to occur in more distinct phases. Amendment No. 1 anticipates a further amendment in early 2015 that either allows closing to occur without fulfilling all the conditions precedent to closing defined in the current DDA or reflects a split closing.

Key Development has made significant progress on their plans for the new Turtle Island building and anticipates all conditions to be fulfilled on that project (construction drawings, building permit, etc.) by March 1, 2015. Programming and design on the other two structures is on hold pending a decision by City Council on zoning and expiration of the appeal period. Given the above facts, staff believes a 60-day extension of the DDA is warranted.

**RECOMMENDATION:** Authorize Amendment No. 1 to the Amended and Restated Disposition and Development Agreement with Key Development Corporation for the Expo Property.

**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED AGREEMENT  
FOR DISPOSITION OF PROPERTY  
FOR DEVELOPMENT  
PARCELS 1 AND 2**

THIS **FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DISPOSITION OF PROPERTY FOR DEVELOPMENT**, dated and effective as of December \_\_\_\_, 2014, ("Amendment") is entered into by and between the **PORT OF HOOD RIVER**, a municipal corporation ("Port") and **KEY DEVELOPMENT CORPORATION**, an Oregon domestic corporation ("Buyer"). Port and Buyer are referred to jointly in this Amendment as "Parties" and individually as a "Party."

**RECITALS**

- A. Port and Buyer have entered into that certain Amended and Restated Agreement for Disposition of Property for Development, dated August 8, 2014 ("Agreement") pertaining to Parcel 1 and Parcel 2 of Hood River County Partition Plat 201205P ("Property").
- B. On October 22, 2014, the Parties executed a Waiver Authorizing Port to Toll or Suspend Its City of Hood River Application to Remove a Use Restriction Affecting Port Property ("Waiver"). The Waiver acknowledged that the Parties could agree to an alternative legislative process for removal of the Use Restriction cited in Section 3.3.3 of the Agreement.
- C. On October 14 2014, the City of Hood River approved the quasi-judicial rezoning of Parcel 1 to Light Industrial (LI) making the Use Restriction inapplicable to Parcel 1.
- D. On December 8, 2014, the City of Hood River Planning Commission acted to recommend the City Council approval of legislative changes in the form of a Waterfront Overlay Zone which would, if approved, remove the Use Restriction. The Parties expect the City Council to act on the Planning Commission recommendation before December 31, 2014.
- E. The Agreement requires satisfaction or waiver of all conditions precedent to the Closing by November 30, 2014 and the Final Termination of the Agreement on December 31, 2014 unless the Parties agree to an extension of the date to satisfy the conditions before December 31, 2014. The Waiver acknowledged that pursuing an alternative process to remove the Use Restriction will result in extension of the Project Schedule.
- F. The Parties have agreed that the Agreement must be amended to account for the alternative process for removal of the Use Restriction and necessary extensions to the Schedule of Performance to accommodate that process.

G. All capitalized terms used herein that are not defined shall the meaning ascribed to them in the Agreement.

## **AGREEMENT**

Now, therefore, in consideration of the mutual benefits to be realized by the following amendments to the Agreement, the following exhibits, sections and subsections of the Agreement shall be modified as shown below. Double-underlining indicates added language; ~~stricken words~~ are deleted.

### **SECTION 1 SCHEDULE OF PERFORMANCE REVISIONS**

The Expected Completion Date for activities not yet complete as of the date of this Amendment are extended for sixty (60) days.

### **SECTION 2 REVISED PERMITTED EXCEPTIONS**

EXHIBIT A-1, List of Permitted Exceptions, attached to the Agreement is deleted and replaced by EXHIBIT A-1 that is attached to this Amendment.

### **SECTION 3 REVISED SECTION 2.2**

Section 2.2 is deleted and replaced by the following:

**2.2 Buyer Deposit.** Buyer has deposited into Escrow the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) as a deposit to secure the Buyer's obligation to purchase the Property ("Buyer Deposit"). If the Parties close the purchase, the Buyer Deposit will be credited to the Purchase Price. If the Buyer elects to terminate this Agreement before ~~October 23, 2014~~, February 10, 2015, the Buyer Deposit will be returned to the Buyer. If the Buyer has not elected to terminate before ~~October 23, 2014~~, February 10, 2015, and the Parties do not Close the purchase for any reason other than Port's default under this Agreement, the Port will retain the Buyer Deposit as compensation for the Port's costs incurred in pursuing the conveyance of the Property to the Buyer, and for holding the Property off the market through the scheduled Closing Date.

### **SECTION 4 REVISED SUBSECTION 2.7.3(a)**

Subsection 2.7.3(a) is deleted, and replaced by the following:

2.7.3(a) If all of the conditions precedent under Section 2.7.1. have not been satisfied, waived or otherwise resolved pursuant to this Agreement on or before ~~November 30, 2014~~, February 27, 2015, then this Agreement shall automatically terminate on ~~December 31, 2014~~ March 20, 2015 ("Final Termination Date") unless the date for satisfying the unsatisfied condition(s) is extended by agreement of the Parties prior to the Final Termination Date, or unless the failure of satisfaction of the conditions precedent is the result of an unavoidable delay, as described in Section 9.8 below (Unavoidable Delay).

## **SECTION 5 REVISED SECTION 3.3.1**

Section 3.3.1 is deleted, and replaced by the following:

3.3.1 Re-Zone. Port has filed ~~an application for the City to remove the Use Restriction described in Section 3.3.3 and will file a rezone application~~ successfully completed the quasi-judicial process to zone Parcel 1 LI (Light Industrial) ("Rezone"). No appeal of the Rezone has been timely filed ~~The Port shall use reasonable efforts to seek approval for such applications and to complete the zoning change as quickly as is reasonably practical, with the understanding that these rezoning processes will be prepared and processed simultaneously, and coordinated with, the Partition described in Section 3.3.2, and that Port pursuing this zoning change is dependent on the Partition. The Port will pay all costs and fees relating to the~~ **Parcel 1** rezone.

## **SECTION 6 REVISED SECTION 3.3.3**

Section 3.3.3 is deleted, and replaced by the following:

3.3.3 Removal of Use Restriction.

(a) The portions of the Property that are zoned commercial are subject to a restriction (the "Use Restriction") contained in the September 18, 1998 City of Hood River Planning Commission recommendation adopted by the City Council in approving a zone change from industrial to commercial (the "1998 Zone Change"). That Use Restriction states: "The use of the subject property will be limited to the specific use identified in the need - Expo Center, parking lot, Conference Center, Visitor's Center and Chamber of Commerce. This condition can be removed upon approval of the proposed commercial designation of the subject properties through the legislative rezone for the Waterfront Plan." Buyer cannot complete the Project with the Use Restriction in place, and therefore, Port has filed an application with the City of Hood River, seeking an amendment to the 1998 Zone Change to remove the Use Restriction so that it no longer encumbers the Property. The Port agrees to use reasonable efforts to cause the City to complete the process to remove the Use Restriction as quickly as is reasonably practical.

(b) Notwithstanding subsection (a) immediately above, the Parties agree that the City Council approval of the Waterfront Overlay Zone will effectively remove the Use Restriction from Parcel 2. Each Party will consider whether the Waterfront Overlay Zone in the form recommended by the Planning Commission is acceptable. If the Waterfront Overlay Zone as recommended by the Planning Commission is not acceptable to a Party, either Party may choose to oppose all or portions of the proposal when it is considered by City Council or appeal it thereafter. If the Waterfront Overlay Zone approved by City Council does not remove the Use Restriction, the Port will continue the process described in subsection (a) immediately above to modify the 1998 Zone Change to remove the Use Restriction.

**SECTION 7 GENERAL PROVISIONS**

7.1 Complete Agreement

This Amendment is the complete agreement among the parties with respect to the subject covered by this Amendment and it supersedes any prior oral agreements on the same subjects.

7.2 Effect on Agreement

Except as amended by this Amendment, the Agreement remains in full force and effect. No changes to the Agreement, this Amendment or any of the documents the Port has approved that are attached to or referred to in this Amendment shall be effective without the written consent of the Port, which consent may be granted or withheld in the Port's discretion.

7.3 Future Amendment

Port and Buyer agree to cooperate to prepare a mutually acceptable additional amendment to the Agreement by January 30, 2015 that would include a revised Schedule of Performance and would recognize the likely need to close on the Property before some Conditions Precedent to Closing have been fully satisfied, or that would provide for transfer of the Property in successive phases.

Executed in multiple counterparts as of the day and year first above written.

**PORT OF HOOD RIVER, OREGON**

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Port General Counsel

**KEY DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Jeff Pickhardt, President

**EXHIBIT A-1**

**PERMITTED EXCEPTIONS**

**USE RESTRICTION AGREEMENT AND  
COVENANT NOT TO OPPOSE LAND USES**

This Agreement is made and entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation ("Port") and NBW HOOD RIVER LLC, an Oregon limited liability company ("NBW")

RECITALS:

A. Port owns the real property described on Exhibit A, attached hereto and incorporated herein by reference ("Burdened Property").

B. NBW is the owner of the real property described on Exhibit B, attached hereto and incorporated herein by reference ("Benefited Property").

C. Port has agreed with NBW to prohibit the use of the Burdened Property for lodging use for ten years.

D. NBW has agreed to refrain from opposing any land use application or land use process initiated or supported by the Port involving Burdened Property for ten years.

NOW THEREFORE, IT IS AGREED:

1. **USE RESTRICTION.** In consideration of NBW's agreement not to oppose Port land use applications or processes affecting the Burdened Property, Port agrees that the Burdened Property shall not be used for hotel, motel or lodging uses ("Restrictions") for a period of 10 years after the date of this Agreement.

2. **COVENANT RUNNING WITH THE LAND.** The Restrictions shall be deemed to be a restriction and covenant burdening the Burdened Property for the benefit of the Benefited Property. The Restrictions are a servitude upon the entire Burdened Property, shall run with the land and shall be binding upon any person acquiring any interest in any part of the Burdened Property.

3. **AGREEMENT NOT TO OPPOSE LAND USES.** In consideration of the Port granting the Restrictions, NBW, for itself, its members, principals and agents, and as owner of the Benefited Property, agrees not to oppose any land use application (planning; building) filed by the Port of Hood River, or filed by a third party at the

request of or in conjunction with the Port of Hood River, that affects Burdened Property, for a period of ten years from the date of this Agreement. NBW agrees not to file, or if filed to immediately withdraw, an appeal of a recent City of Hood River decision rezoning a portion of Burdened Property easterly of the Turtle Island building from commercial to light industrial, and agrees not to challenge that decision. NBW further agrees not to oppose any public position of the Port during a legislative rezoning of Burdened Property, including the Hood River Waterfront Refinement Plan, for a period of ten years.

4. ENFORCEMENT. The parties agree that the economic loss to the Port or NBW, or their successors and assigns, resulting from a violation of this Agreement is not readily measurable, or subject to precise calculation, and that each party may seek injunctive relief, specific performance, or any other remedy to enforce this Agreement. Each party agrees that in any lawsuit by either party, or their successors or assigns, seeking enforcement of the terms of this Agreement, the harm suffered by a party or its successors or assigns by reason of a breach of this Agreement shall be deemed to be irreparable for which the party so harmed does not have an adequate remedy at law. NBW, and its successors or assigns, shall have the right to enforce the terms of the Restrictions directly against any one or more owner, tenant, or occupant of any business on the Burdened Property in violation of the Restrictions. In no event shall either party, or their successors or assigns, be required to post a bond or other security in any action seeking to enforce the provisions of this Agreement by injunctive relief or other remedy.

5. BINDING EFFECT. Each and all of the covenants, terms, agreements, rights and obligations contained in this Agreement shall extend to and bind and inure to the benefit of the successors and assigns of the Port and NBW, including their successors in interest in the Benefited Property and Burdened Property.

6. SEVERABILITY. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws and court decisions. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of such provision to other persons or circumstances or other instruments referred to in this Agreement shall be affected thereby, but rather the same shall be enforced to the greatest extent permitted by law.

7. LEGAL FEES. In the event any party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party in such action shall then be entitled to receive and shall receive from the other party, in every such action commenced, a reasonable sum as attorney's fees, court costs, investigation expenses, discovery costs and costs of appeal incurred by it in the litigation.

8. EFFECTIVE DATE; COUNTERPARTS. This Agreement shall take effect on the last date signed by a party, and may be executed in multiple counterparts,

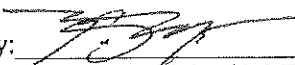


each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

9. RECORDING AGREEMENT. This agreement shall be recorded in the official records of Hood River County.

9. DISCLOSURE. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

<p>GRANTOR</p> <p>Port of Hood River, an Oregon municipal corporation</p> <p>By:  Printed Name: Michael McElwee Title: Executive Director</p> <p>Date: 11/7/14</p>	<p>GRANTEE</p> <p>NBW Hood River, LLC an Oregon limited liability company</p> <p>By: _____ Printed Name: W. Robert Naito Title: Member</p> <p>Date: _____</p>
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Acknowledgments on following page

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

On this \_\_\_ day of \_\_\_\_\_, 2014 personally appeared before me W. Robert Naito, known to me to be a member of NBW Hood River, LLC and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company by its authority duly given and acknowledged the said instrument to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My commission expires: \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
County of Hood River )

On this 7th day of November, 2014 personally appeared before me Michael McElwee, known to me to be the Executive Director of The Port of Hood River, a municipal corporation, and acknowledged the due execution of the foregoing instrument on behalf of said municipality by its authority duly given and acknowledged the said instrument to be the act and deed of said municipality.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year first above written.



*Jean M. Hadley*  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My commission expires on 2-25-15

**Exhibit A**

**Parcels 1 and 2 of Partition Plat No. 201205P, according to the official plat thereof, recorded July 30, 2012, as Instrument No. 201202554, Hood River County Microfilm Records, being a Re-Plat of Lots 3, 4 and 6 of the Waterfront Business Park, in the City of Hood River, County of Hood River and State of Oregon.**

## EXHIBIT B

That tract of land in the City of Hood River, County of Hood River and State of Oregon, lying within the East half of the Nathaniel Coe Donation Land Claim No. 37, in Section 25, Township 3 North, Range 10 East of the Willamette Meridian, and lying within Governments Lots 7 and 8 of said Section 25, described as follows:

Beginning at the point of intersection of the North line of the Oregon-Washington Railroad and Navigation Company's right-of-way and the centerline of First Street extended Northerly in the City of Hood River, Oregon; and running thence North  $0^{\circ} 22' 30''$  East 574.0 feet along said centerline of the Northerly extension of said First Street to a point 290.52 feet Northerly from the North line of what was the George W. Combs tract of land, which point is the true point of beginning of this description; thence South  $89^{\circ} 37' 30''$  East a distance of 90.0 feet, more or less, to a corner in the West line of that tract of land conveyed to the Port of Hood River, by Deed recorded July 12, 1955, in Book 55, Page 320, Deed Records Hood River County, Oregon; thence North  $0^{\circ} 22' 30''$  East along the West line of said Port of Hood River tract of land a distance of 90.57 feet, more or less, to the North line of that tract of land conveyed to Frank Nichols et al, by Deed recorded September 11, 1943, in Book 30, Page 260, Deed Records Hood River County, Oregon; thence North  $66^{\circ} 14' 10''$  West 98.06 feet, more or less, along the North line of said Nichols tract of land to the centerline of the Northerly extension of said First Street; thence North  $0^{\circ} 22' 30''$  East 33.52 feet, more or less, along said centerline of the Northerly extension of said First Street to a point therein that is 163.02 feet, measured along said centerline, from the true point of beginning of this description; thence South  $89^{\circ} 08' 28''$  East a distance of 615.0 feet; thence South  $0^{\circ} 51' 32''$  West a distance of 440.62 feet, more or less, to a point in the North right-of-way line of that certain 20 foot road dedicated to the public by Deed recorded October 12, 1966, Film No. 661983, Deed Records Hood River County, Oregon; thence North  $87^{\circ} 05' 50''$  West along the North line of said road a distance of 394.25 feet, more or less, to a corner therein; thence North  $66^{\circ} 14' 10''$  West along the North line of said road a distance of 132.02 feet, more or less, to a corner therein; thence North  $53^{\circ} 16' 10''$  West along the North line of said road a distance of 359.28 feet, more or less, to the South line of that tract of land conveyed to Nichols Boat Works Company by Deed recorded January 25, 1955, in Book 54, Page 296, Deed Records Hood River County, Oregon; thence South  $89^{\circ} 37' 30''$  East a distance of 193.13 feet, more or less, to the true point of beginning of this description.

EXCEPTING THEREFROM, that portion conveyed to the Port of Hood River by Deed recorded December 28, 1970 as Recorder's Fee No. 701705, Film Records.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, by Deed recorded October 12, 1994, as Recorder's Fee No. 943572, Film Records.

# Commission Memo

**To: Commissioners**  
**From: Anne Medenbach**  
**Date: December 16, 2014**  
**Re: FBO Agreement - Ken Jernstedt Airfield**

Classic Wings Aero Services, Inc. has been the Fixed Based Operator (FBO) at the Ken Jernstedt Airfield since 2009. The FBO is tasked with many of the airport operations including fuel systems management and sales, security, NOTAMs, staffing the FBO building, tie down management, basic maintenance of some airport assets, reporting and overseeing of the airports daily management.

The FBO is a vital part of the airport and can additionally supply scenic and instruction flights, aircraft maintenance services, on demand air transportation, aircraft rental and avionics maintenances services.

The FBO has also historically been provided an onsite residential trailer that can be utilized for security.

	FBO Obligations	Port Obligations
<b>Admin Building</b>		
Utilities		x
Maintenance		
Rent amnt	\$ -	\$ 1,500
<b>Residence</b>		
Utilities	x	
Maintenance		
Rent amnt	\$ -	

Additional Obligations	FBO	Port
	NOTAM	AWOS
	Admin open & Staffed 5 days per week	
	Monthly reports	
	UNICOM operation	
<b>Tie downs</b>	Tie down mngmnt	Tie D Maintenance
<b>Fuel</b>	Fuel tank and equipment maintenance, sales, service and safety	Fuel tank, hose, nozzle, filter, pump, real and provision 10,000 gallons
	SOPs for fuel	
<b>Runway, taxiway</b>	Security and light bulb changing	Mainteance of runway, taxiway, grounds, roads

The Port would like to renew the Agreement for another five years. The changes to the original agreement include:

Rate: The Port will pay a rate increase equal to an annual increase of 3% for the last 5 years. The rate that the Port paid Classic Wings for FBO services was \$1,500 per month. The new rate is \$1,740 per month with an annual CPI adjustment.

White Hangar: The White Hangar will be excluded from the FBO agreement as the maintenance operations are under a different business name (Nostalgaire, Inc).

Residential Trailer: The residential trailer has been replaced with a trailer owned by Classic Wings; therefore, the Port is providing only the land to the FBO, not the trailer itself. A new land lease has been written and is tied to the FBO agreement.

**RECOMMENDATION:** Approve FBO agreement with Classic Wings Aero Services, Inc., subject to legal counsel review.

**KEN JERNSTEDT AIRFIELD  
FIXED BASE OPERATOR AGREEMENT**

THIS AGREEMENT is by and between the **PORT OF HOOD RIVER**, (“Port”), and **CLASSIC WINGS AERO SERVICES, INC.**, an Oregon domestic business corporation (“Classic Wings”), for providing the services of a Fixed Base Operator (FBO), at Ken Jernstedt Airfield (“Airport”) and in consideration of the mutual terms, covenants and conditions described as follows:

- 1. FBO CONCESSION:** The Port hereby grants the FBO Concession at the Airport to Classic Wings. Classic Wings shall have the right to collect and retain revenues from fuel sales, temporary airplane Tie-downs, flight instruction, aircraft maintenance services, and chartering or lessons undertaken as the FBO. The Port agrees to provide:
  - a) Fuel facility, including tanks, pumps, and hoses.
  - b) Administration office building, shown on the map labeled “Exhibit A” (“Administration Building”).
  - c) The land supporting the residence located on the western side of the Administration building. See Exhibit B, (“Land Lease”).
  - d) Airport Tie-downs installed by Port, shown on “Exhibit A” (“Tie-downs”).
- 2. TERM:** The term of this Agreement shall be for a period of sixty (60) months commencing January 1, 2015, through and including December 31, 2020. Extensions to this initial term may be negotiated between the Port and Classic Wings.

**PORT PAYMENT:** In consideration of Classic Wings' services and agreements as herein described, the Port agrees to pay Classic Wings \$1,740 per month following submittal of all required monthly reports in accordance with paragraph 9. Starting on January 1, 2016, and occurring annually for the duration of this lease, monthly rent will be adjusted by adding to the monthly rental amount payable during the previous 12-month period a percentage increase equal to the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period for which a published CPI is available. The CPI figure will be taken from the index entitled U.S. City Average – all items and major group figures for all urban consumers, or, if such index is unavailable, will be taken from a similar index published by the United States Bureau of Labor Statistics. However, in no event will the annual increase be less than 1 percent or more than 5 percent.

- 3. EFFECTIVE DATE:** Classic Wings will commence its services to the airport as of January 1, 2015, and will begin performing FBO duties on that date.

- 4. SERVICES:** Classic Wings shall have on duty at the Airport during all required hours of operation a minimum of one (1) employee and such additional personnel as needed to adequately meet the operating minimum standards for each service offered by the FBO.

Required hours and services by Classic Wings are as follows:

- a) Classic Wings shall provide aviation fuel to the public at a fair, reasonable, and nondiscriminatory price. If Classic Wings operates a self-service fuel card lock system (“Card Lock System”), it shall be operated and maintained by Classic Wings and shall be open 24 hours each day.
- b) If a Card Lock System is not installed, or is inoperable, fueling shall be provided from 8:00 AM to 5:00 PM October through April, and from 8:00 AM to at least 6:00 PM May through September. In addition, Classic Wings shall be on call 24 hours each day to provide after-hours fuel service within two (2) hours of a customer request.
- c) Port shall provide and Classic Wings shall be responsible to maintain the fueling service equipment including hoses, filters, nozzles and pumps. The Port shall provide a minimum 10,000-gallon fuel tank for fueling services provided by Classic Wings.
- d) Classic Wings shall provide and maintain fire extinguishers at the fuel facility.
- e) Classic Wings shall maintain public access to the Administration Building during the hours of 8:00 AM to 5:00 PM from October through April and 8:00 AM to 6:00 PM from May to September, a minimum of five (5) days a week, including all Saturdays and Sundays (except Thanksgiving Day, Christmas Day and New Years Day). Classic Wings will provide to Port current schedules of days and hours of operations. By February 1, 2009, Port and Classic Wings will define any specific standards guiding the use of public space in Administration Building.
- f) If Classic Wings locks the Administration Building at any time during hours when the building is required to be open to the public, Classic Wings will be required to post notice with immediate contact information.
- g) Classic Wings’ duties include operation of the UNICOM (Universal Integrated Communications System) radio during the business hours and issuing public information, including NOTAMs (Notice to Airmen) involving the Airport operation and status. Classic Wings will report any NOTAMs to designated Port staff, with the Port marketing manager identified as the primary designated staff and the Port maintenance supervisor as the secondary designated staff.
- h) The Tie-downs shall be installed and maintained by the Port, at its discretion. Classic Wings shall notify the Port of any maintenance required for Tie-downs.
- i) Classic Wings shall be responsible for the management of all Tie-downs. Classic Wings shall monitor the Tie-down surface and apron areas to ensure they are free of debris and obstructions, obtain Tie-down Agreements from all aircraft operators, and collect all



transient Tie-down fees, as determined by the Port. The Port grants Classic Wings the right to collect and retain reasonable fees from Tie-downs.

- j) Classic Wings shall provide reasonable surveillance over the entire Airport during regular business hours. Classic Wings will promptly notify Port personnel regarding any significant violations or emergencies at the Airport. Classic Wings shall notify the Port in writing of any observed irregularities regarding flight safety, security or violations of the Port of Hood River standards, rules or regulations, or other laws and shall be noted in the weekly inspection log.
- k) Classic Wings shall immediately notify the Port of any fuel spillage or the malfunction, breakage, potential for damage to, or any deviation from normal operation of any Airport fueling equipment.

Services that are not required but allowed by the Port:

- a) A certified flight instructor and airplane for flight training.
- b) Aircraft maintenance services.
- c) On-demand air transportation services.
- d) Aircraft rental services.
- e) Avionics maintenance services.

**5. PORT'S OBLIGATIONS:** The following shall be the responsibility of the Port:

- a) Administration Building:
  - (1) All monthly or other regular charges for power, water, gas and any other public utilities which shall be used in or charged against the occupied premises. Repairs and maintenance, including painting of exterior walls, roof, and exterior water, sewer, gas, and electrical service up to the point of entry to the occupied premises, in the Port's sole discretion.
  - (2) Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are necessary because of faulty construction or failure of Port to keep the structure in proper repair, in the Port's sole discretion.
  - (3) Repair and routine maintenance of heating and air conditioning system.
  - (4) All repairs or restoration made necessary by fire or other peril covered by a standard insurance policy with extended coverage endorsement, in the Port's sole discretion.

b) Airport Area:

- (1) Repair of Airport sidewalks, driveways, service areas, curbs, parking areas, and areas used in common by Classic Wings and Port or tenants, in the Port's sole discretion.
- (2) Maintenance of runways, taxiways, and aircraft parking areas, at the Port's sole discretion.
- (3) Necessary mowing and snow removal from runways, taxiways, roadways and access routes and service areas that are to be accessed by the general public, in the Port's sole discretion.
- (4) Power, lines and wiring necessary to keep the runway and taxiway lights, if any, in operation, in the Port's sole discretion.
- (5) Maintenance of AWOS (Automated Weather Observation System), in the Port's sole discretion.

**6. CLASSIC WINGS' OBLIGATIONS:** The following shall be the responsibility of Classic Wings:

a) Administration Building

- (1) Scott Gifford shall personally engage in or directly supervise and be responsible for all activities required to be performed by Classic Wings as FBO.
- (2) Pay regular charges for telephone and internet service.
- (3) All other minor repairs including maintenance of the door opening and closing mechanisms, doors and windows. Classic Wings also shall replace window glass, light bulbs and tubes, and other consumable items as necessary.
- (4) Any repairs to Airport facilities necessitated by the negligence of Classic Wings, its agents, employees, invitees.
- (5) Any interior decorating inside Administration Building and FBO Hangar Building.

b) Airport Area:

- (1) Classic Wings at its own expense shall correct any failure of compliance with laws or regulations created through Classic Wings' fault or by reason of Classic Wings' use. Classic Wings shall not be otherwise required to make expenditures to comply with any laws or regulations, and in no event shall Classic Wings be required to make any structural changes to effect such compliance.

- (2) Install bulbs on Airport runway and taxiway lights, which are provided by the Port, so all light locations are illuminated.
  - (3) If directed by the Port, inspect T-Hangars with a Port representative on Airport grounds for compliance with use restrictions and activities per hangar rental agreements.
  - (4) Classic Wings shall meet all Federal Aviation Regulations (FAR) for each Category of the Minimum Standards under which the FBO operates. Classic Wings shall possess and maintain all certifications, licenses, permits, inspection certificates and documentation required by federal, state, and county rules and regulations pertaining to FBO operations and activities.
  - (5) Secure the AWOS area and FAA logbook associated with its use. Classic Wings understands that the AWOS should operate continuously and shall notify Port if it becomes inoperable.
  - (6) Require all personnel working around aircraft or performing duties on the Airfield to act in accordance with standard OSHA requirements.
  - (7) Pay any real property or other taxes or assessments which may be lawfully levied against the occupied Administration Building as a result of Classic Wings' occupancy, or rights granted by this Agreement.
  - (8) Make best efforts to keep record or log of people who utilize the Administration Building.
- 7. FUELS:** Classic Wings agrees to obtain and retain while this Agreement is in effect any licenses necessary to sell fuels, including a retailer's license from the Oregon Motor Vehicles Division.
- a) Fuel Dispensing Facility. Classic Wings shall operate the fuel dispensing system on a regular basis in accordance with performance standards set by FAA Publication AC No. 150/5230-4 dated August 1982, entitled "Aircraft Fuel Storage, Handling, and Dispensing on Airports" (including Change 1 issued February 1986) and any subsequent amendments. Classic Wings acknowledges that regular and systematic use of the pumps, filters and seals is essential to the proper functioning of this fuel facility and for the quality of fuel pumped. A regular record should be kept of the actions taken and the routine followed. In addition, Classic Wings is solely responsible for the testing and for the quality of the fuel sold. Other than a Card Lock System owned by Classic Wings, if any, the fuel dispensing equipment is the property of the Port. Classic Wings shall not alter, make changes to the equipment or attach signs or decals to the facility without the prior written consent of the Port.
  - b) Standard Operating Procedures. Classic Wings shall develop and maintain Standard Operating Procedures (SOPs) for refueling and ground handling operations that comply with all Uniform Fire Code and FAA standards and requirements. The SOPs

shall be submitted to and approved by the Port within thirty (30) days of execution of this Agreement. Port may impose conditions to protect Port property.

**8. RECORDS:** Classic Wings shall submit the following to the Port, monthly records by the 15<sup>th</sup> of each month following the end of the previous month:

- Fuel records itemizing gallonage and retail price charged of all fuel sold, used, provided or handled by Classic Wings or any agent of Classic Wings including copies of bills of lading from the fuel supplier showing the gallonage provided and prices charged.
- Tie-down Agreements and fees collected.
- Rental income from Administration Building or FBO Hangar activities, if any.
- Weekly inspection and monthly safety inspection logs, preferably on FAA-recommended forms, or as directed by the Port, for this purpose. Include any observations or incidents regarding flight safety or ground activities that appear to be inconsistent with FAA standards or approved concession agreements.

Classic Wings shall keep all records and correspondence for review involving licenses, permits, and safety and environmental conditions pertaining to the fueling service. All records which Classic Wings is required to keep by this Agreement shall be available for the Port to inspect within 24 hours of request.

**9. UNICOM RADIO:** The Port shall furnish a UNICOM radio for Classic Wings' use at said Airport for the duration of this Agreement. Classic Wings shall not operate the radio in any manner that would place the Port in violation of any applicable FAA, FCC, and OAD requirements.

**10. AIRPORT SAFETY:** Classic Wings shall review and maintain on a quarterly basis FAA Advisory Circulars involving Airport safety. Recommendations to the Port based upon preparation of safety logs and review of advisory logs shall be made on at least a quarterly basis or when conditions require immediate response. Classic Wings shall also provide Port a copy of all NOTAMs issued on a quarterly basis. Classic Wings shall also review FAA standards involving aviation access to Airport during snow and ice conditions in order to issue NOTAMs to minimize liability to the Port and the Airport during these conditions.

**11. HAZARDOUS SUBSTANCES:** Classic Wings shall not store or allow any hazardous substances as defined in OAR 738-005-0010 (67) or petroleum products to be released on Airport property other than that necessary for the conduct of Classic Wings' business. In addition, Classic Wings shall recycle petroleum products and dispose of hazardous substances in accordance with the Oregon Department of Environmental Quality's (DEQ) rules and regulations which are available to Classic Wings by contacting DEQ. Classic Wings shall label all secondary containers used for disposal of materials with an accurate description of the contents of the container. All costs associated with the use of hazardous substances or petroleum products, including, but not limited to costs of cleanup, removal, remediation, and compliance with federal, state, and local environmental requirements, shall be the sole responsibility of Classic Wings and Classic Wings shall indemnify and hold Port harmless from any costs, fees, penalties, or other expense incurred by Classic Wings in connection with

hazardous substances on Airport property. All hazardous substances and petroleum products shall be used, handled, cleaned up, removed and remediated in accordance with federal, state and local requirements.

**12. CONSTRUCTION:** No signs, building or other structures shall be constructed at the Airport facilities without Classic Wings first having obtained the written permission of the Port, which the Port may grant or deny in the Port's discretion.

**13. OBSERVANCE OF LAWS:** Classic Wings will obey all laws and regulations concerning the Airport and FBO operations at the Airport, including the Administration Building. Classic Wings agrees that any commercial aviation operation shall be conducted in a proper, efficient and courteous manner. Classic Wings further agrees that all services shall be furnished on a fair, equal and non-discriminatory basis to all users, and that only fair, reasonable and non-discriminatory prices for each unit of sales or service will be charged, provided that Classic Wings may make reasonable, non-discriminatory discounts or rebates to volume purchasers.

**14. FAA Requirements**

- A. Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on or at the premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits ("facilities"), Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**15. GENERAL LIABILITY INSURANCE:** Classic Wings shall maintain in force during the term of this Agreement Airport General Liability Insurance covering the premises and operations of Classic Wings, including the operation of mobile equipment, in the amount of \$1,000,000. Classic Wings shall maintain in force during the term of this Agreement Pollution Liability insurance covering its liability for bodily injury, property damage and environmental damage resulting from sudden and accidental releases of pollution and related cleanup costs arising out of the occupancy and use of the Airport facilities. Combined Single Limit bodily

injury, property damage and environmental liability shall not be less than \$500,000 in the annual aggregate. As evidence of the insurance a certificate of liability insurance naming the Port as additional insured shall be furnished to the Port by the effective date of this Agreement.

**16. CLASSIC WINGS INSURANCE:** Any fire and extended coverage insurance carried by the Port shall be specifically for the benefit of the Port and shall not relieve Classic Wings of the duty of acquiring adequate insurance for its own protection. In no event shall Port be required to repair or replace Classic Wings' property including Classic Wings' fixtures, furniture, floor coverings, equipment, or property under its care and control. Each party shall provide insurance 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. Classic Wings agrees to be responsible for insuring its own equipment, records, furniture, or any other real and personal property it maintains in and on the occupied premises. Classic Wings agrees not to make any claims against Port for damage, theft, or any other cause of loss to its property for any cause arising from its occupancy of the Administration Building, the FBO Hangar or related to its activities at the Airport.

**17. WORKERS' COMPENSATION:** Classic Wings shall comply with ORS 656.017 for all employees who work in the state of Oregon. If Classic Wings hires employees, they shall provide the Port with certification of Workers' Compensation Insurance, with employer's liability minimum of \$100,000.

**18. INDEMNITY:** Classic Wings shall indemnify, defend and hold harmless the Port, its agents, Port Commissioners, officers and employees from any and all claims, judgments, damages, penalties, fines, costs, liabilities, suits or actions whatsoever resulting from or because of, any damage to property, injury or death to any person arising out of Classic Wings' negligent construction, maintenance, repair, alteration, operation, control or use of the Administration Building, the FBO Hangar or any Airport area or facilities.

**19. ASSIGNMENT:** Classic Wings shall not directly or indirectly sublet, assign or transfer this Agreement or any interest in this Agreement, the Administration Building or the FBO Hangar without the written consent of the Port, which the Port may grant or deny in the Port's discretion. Any transfer, sublease or assignment not so permitted shall be void and the Port shall have the right to terminate this Agreement in such event.

**20. DEFAULT:** In the event of default of either of the parties hereto during the term of this Agreement the other party shall have the right to give notice to the party in default. Said notice shall be in writing and shall state the nature of the default and shall further state that if such default is not cured thirty (30) days of the date of notice, that the party sending the notice shall have the option of declaring the Agreement in default and terminating the same. If two breaches of this Agreement occur within the same calendar year, it shall not be necessary for the party giving notice of default to allow 30 days to cure the second or any subsequent default, but a cure period may be allowed, at the option of the party sending the notice. Notice

of default shall be served either by delivery in person or by depositing the same in the United States Mail, certified mail, to the party in default at the address set forth below.

**21. TERMINATION OF AGREEMENT FOR DEFAULT:** If the party notified as hereinabove provided shall fail to cure any default within thirty (30) days of the deposit of the notice, or if the party has been notified of a default two or more times during a calendar year, the party who has provided notice of default may terminate this Agreement.

Upon termination or expiration of this Agreement, all rights of Classic Wings hereunder shall cease and Classic Wings shall immediately vacate the premises. The leasehold property shall be delivered in substantially the same condition as it was at the time of entering into this Agreement.

**22. COMPLETE AGREEMENT:** This Agreement constitutes the entire agreement between the Port and Classic Wings and supersedes any previous understanding, agreement, or representations between the parties. There are no promises, agreements, conditions or understandings, either oral or written, between the parties other than those listed herein. Any amendments to this Agreement must be in writing and signed by both parties.

**23. ATTORNEY FEES:** In the event of suit or action as a result of default, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs at trial or on appeal.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CLASSIC WINGS AERO SERVICES, INC.**  
3608 Airport Road  
Hood River OR 97031

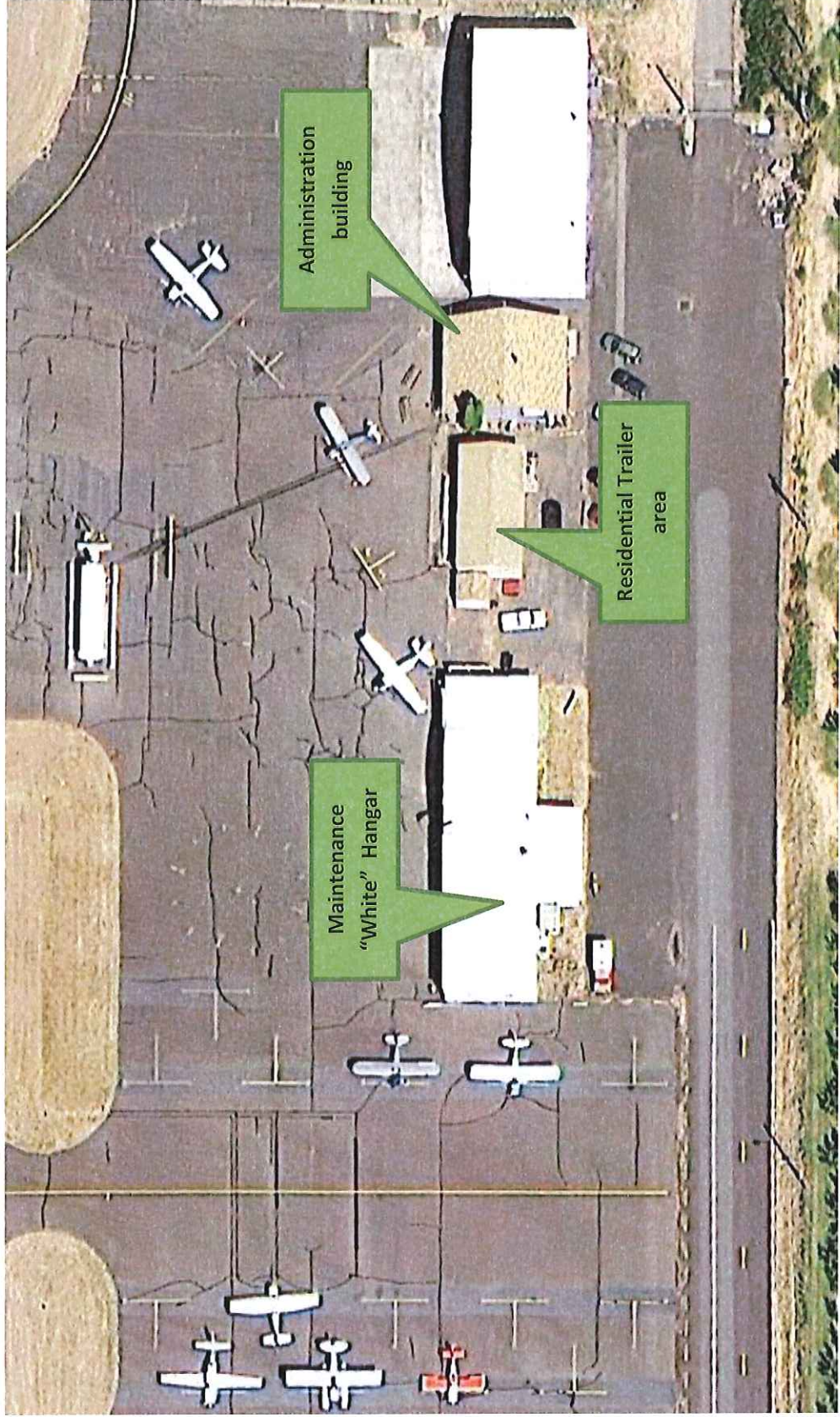
**PORT OF HOOD RIVER**  
1000 E. Port Marina Drive  
Hood River OR 97031

BY: \_\_\_\_\_  
**SCOTT GIFFORD**  
Its: President

BY: \_\_\_\_\_  
**MICHAEL S. McELWEE**  
Its: Executive Director



Exhibit A



Administration building

Maintenance "White" Hangar

Residential Trailer area



## Commission Memo

**To: Commissioners**  
**From: Anne Medenbach**  
**Date: December 16, 2014**  
**Re: Land Lease with Classic Wings Aero Services Inc. - Residential Trailer Area**

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Scott Gifford, the FBO (Classic Wings) at Ken Jernstedt Airfield, owns a residential trailer that sits between the FBO Building and the White Hangar. The original agreement with Classic Wings included the use of a Port-owned trailer which was on site at the time. That trailer was not habitable. Classic Wings disposed of the trailer, purchased their own and placed it on site.

The original agreement needs to be updated to a land lease rather than a lease of a trailer.

The new residential area land lease is summarized as follows:

Term: 5 years (correlates with the FBO lease term)  
Rate: Included as part of the Classic Wings FBO agreement  
Details: Classic Wings pays all associated utilities, interior and exterior maintenance and any personal property taxes

**RECOMMENDATION:** Approve land lease with Classic Wings Aero Services, Inc. for "Residential Trailer Area" at Ken Jernstedt Airfield, subject to legal counsel review.

Exhibit A



## Commission Memo

**To: Commissioners**  
**From: Anne Medenbach**  
**Date: December 16, 2014**  
**Re: Lease with Nostalgaire, Inc. - White Hangar**

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Scott Gifford, the FBO (Classic Wings) at Ken Jernstedt Airfield, operates an aviation maintenance business out of the White Hangar. That business is operated under Nostalgaire, Inc.

Previously, the maintenance business was tied to the FBO through the agreement with the Port. However, since the FBO (Classic Wings), does not operate the maintenance business, a separate lease is necessary.

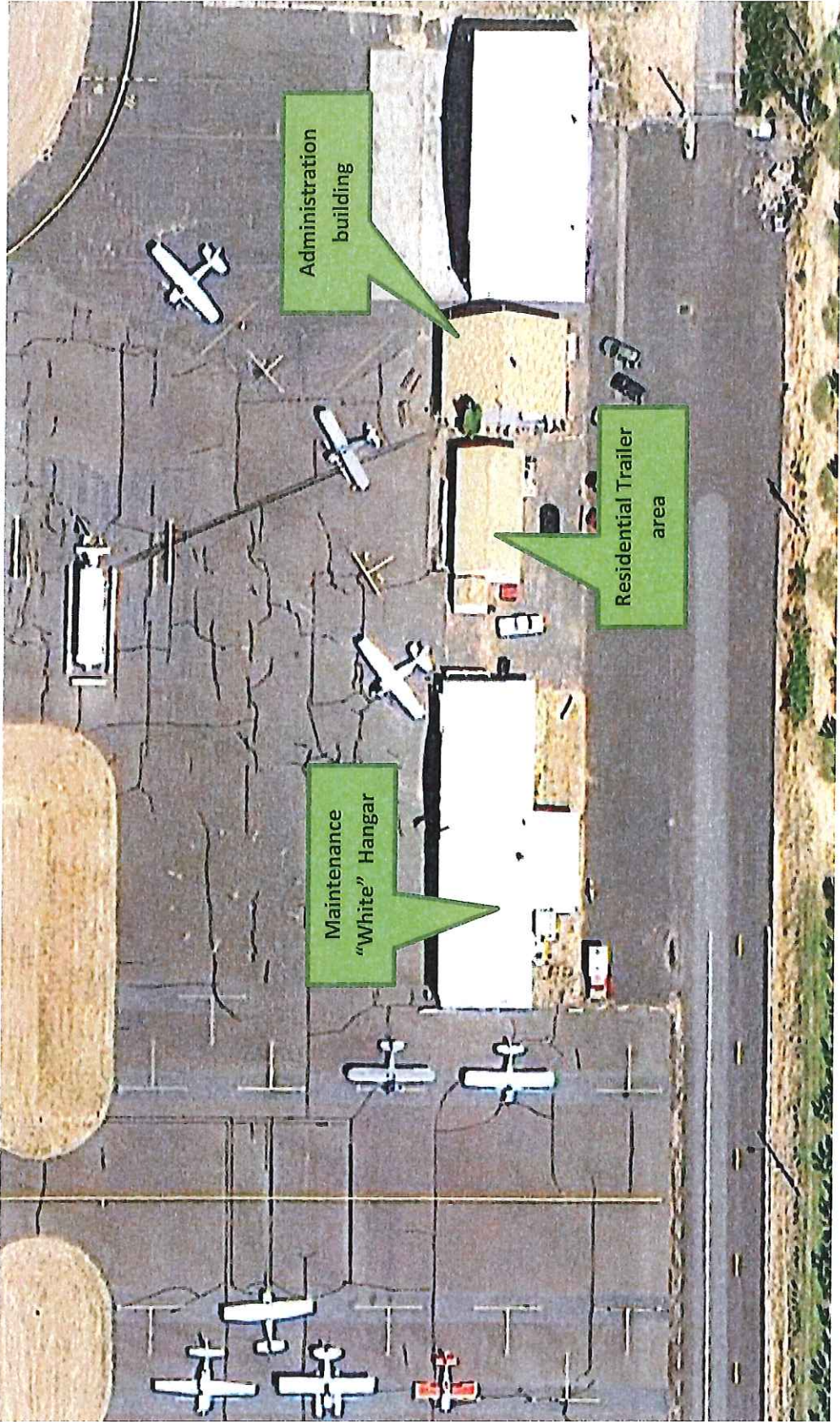
The White Hangar lease is summarized as follows:

Term: 5 years (correlates with the FBO lease term)  
Rate: \$500/mo  
Details: Nostalgaire, Inc. pays all associated utilities, taxes and interior maintenance

**RECOMMENDATION:** Approve hangar lease with Nostalgaire, Inc. at the Ken Jernstedt Airfield, subject to legal counsel review.



Exhibit A





## Executive Director's Report

December 16, 2014

### Staff & Administrative

- The Port of Cascade Locks has requested an opportunity to hold a joint meeting with the Port of Hood River Commission. They are interested in maintaining open communication and opportunities to discuss various shared issues including bridge operations and regional advocacy. If the Commission approves, the best opportunity would likely be the January 20 regular meeting.
- I am very pleased to report that Genevieve Scholl has accepted the position of Communications and Special Projects Manager. Genevieve has extensive experience with the Farmer's Conservation Alliance and the Hood River County Chamber of Commerce. She will be starting work January 5.
- The Port has received a \$900 matching grant from Special Districts Association of Oregon towards the new fresh air intake system at the Toll Booth. This work will be done December 23.

---

### Recreation

- The final work for the GFCI upgrade at the Marina is currently scheduled for Thursday, December 18 from 9:00 am to 5:00 pm pending confirmation of power shut off from Pacific Power. Notices have gone out to all tenants.
- Even Construction has been contacted to schedule a date to complete the final boathouse hookups. A bid for leveling the docks has also been requested. We are hoping to complete the final hookups before Christmas.
- The NBWE project is out to bid. A mandatory pre-bid meeting was held on December 2. Thirteen contractors were in attendance. Staff will update the Commission on the condition of the seawall on December 16.
- Bids were opened on the Hook Launch project on December 9. The low bid, received from Crestline Construction, was just under the engineer's estimate. This is an action item.
- Staff approved a request by local business owner Pepi Gerald to hold an evening event at the Spit called "Pray4Snow." The event will include a fire pit on the beach and music. About 50 persons are expected.

---

### Development

- The Waterfront Refinement Plan (WRP) Overlay Zone was considered by the Planning Commission at two lengthy meetings—on December 1 and 8. The changes that were made seemed reasonable and generally supportive of the Port's plans and development approach. City Council will consider the Planning Commission's recommendations on December 15. (You received the annotated draft dated December 9 by email last week.)

- The Port has been approached by a group of local volunteers and church officials requesting help in locating a warming shelter for the remainder of the winter. Currently the warming shelter rotates between five churches and this has placed a significant burden on the volunteers who run the program from mid-November until March. Briefly, the shelter typically accommodates 3-8 persons per night. Guests may arrive at 6:00 p.m. and must leave by 7:00 a.m. Food is provided by an outside kitchen. I believe that the Commission should consider accommodating this service in the old Visitor's Center in the Expo Building.
- The power at the Jensen Breezeway building will be disconnected as of January 1, 2015. All tenants have been notified. Two tenants will be vacating the building and two will remain at a reduced rate with no power.
- Key Development has applied to the City for a pre-application conference regarding the new Turtle Island facility on a portion of the Expo property. The meeting date has not yet been determined.

---

### **Bridge/Transportation**

- The Port of Cascade Locks will be issuing a Request for Proposals to select new tolling technology for the Bridge of the Gods. Port staff is sharing information about the similar work that we are doing. It may be possible to install hardware that allows cards to be read at both bridges.
- About 6,000 Constant Contact notices went out to BreezeBy customers on December 4 that provided information about the reduction in the discount and new pricing structure for tickets. We will continue to forward comments that we receive to the Commission.
- The HVAC system will be upgraded in the Toll Booth on December 23. This will require closure of the middle lanes for about 12 hours.
- As is customary, the Toll Booth will close on Christmas eve at 8:00 p.m. and re-open on December 26 at 4:00 a.m.

# Proposal for the formation of a Region 1 Area Commission on Transportation (ACT)

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*Prepared by:*

Oregon Department of Transportation  
Oregon Solutions Transportation Coordination Task Force



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## Introduction

Clackamas County, Hood River County, Multnomah County and the majority of Washington County currently fall outside existing Area Commission on Transportation (ACT) boundaries. The following proposal for the establishment of an ACT would create a single ACT for the entirety of Region 1 called R1ACT. The proposal was guided by and vetted through the Oregon Consensus Transportation Coordination Task Force.

## Background

### Recent Timeline of ACT Discussions in Region 1



Citizens from rural Clackamas County Hamlets and Villages approached Clackamas County about forming an ACT. Hamlets and Villages are unincorporated areas that are organized forums for citizens to express issues of concern and to prioritize and coordinate community-based activities.

2009

For nearly two years, representatives from the Hamlets and Villages met with various county departments and representatives from ODOT Region 1. The result was a proposed set of by-laws for a new “Rural Equity Area Commission on Transportation (REACT).” ODOT leadership reviewed the proposal and urged the group to focus on the greater “travel-shed” and reach out to partners in Hood River and rural Multnomah County.

2010

ODOT and Clackamas County convened a series of conversations with stakeholders to discuss forming an ACT for the “Mt. Hood Region” which encompasses the areas of Multnomah and Clackamas counties outside the Metro boundary, and Hood River County. The group ultimately decided that not all parties were ready for ACT formation at that time.

2013

Representative Bill Kennemer introduced HB 2945 to form an ACT in Clackamas County. This proposed legislation generated extensive discussion but did not pass either chamber prior to adjournment. In response, ODOT engaged Oregon Consensus to lead a region-wide process to discuss what type of ACT structure could best serve our stakeholders and the agency.

ODOT Region 1 formed a STIP Project Selection Committee, composed of elected and stakeholder representatives from across the Region, to select and prioritize recommended projects for STIP Enhance funding. The project recommendations were adopted unanimously and the process was largely viewed as a success.

2014 Oregon Consensus Transportation Coordination Task Force Established

## Oregon Consensus Process

At the request of ODOT, Clackamas County and Metro, Oregon Consensus conducted an assessment in September through December of 2013 involving interviews with numerous regional stakeholders. The assessment concluded that broad support existed for moving forward with a consensus-based effort to form one or more ACTs or ACT-like structures in the region. Director Garrett then appointed a broad

representative task force and engaged Oregon Consensus to lead them through a consensus-seeking effort to make recommendations on structure to the OTC. The Task Force was initially convened by the Governor’s Transportation Policy Advisor, Karmen Fore, and charged with assessing current transportation coordination structures within the Region, establishing a set of agreed upon desired outcomes and providing recommendations to the Oregon Transportation Commission (OTC) on the creation of one or more ACTs or “ACT-like” structures. After five Task Force meetings the members agreed to the following key points of agreement on November 17, 2014:

- A single ACT can best coordinate the state transportation funding priorities for the Region and improve stakeholder input opportunities;
- ACT membership should include a broad spectrum of transportation stakeholder interests within the Region and should be apportioned in accordance with the attached table;
- The bylaws should reflect that the goal is to have decision-making occur through a consensus-seeking process; however, when voting is necessary, a minimum of 18 votes (out of 31 total ACT members and regardless of the number of members present) shall be required to forward any recommendation to the OTC and, in that event, both a majority and minority report may be forwarded; and
- Continued collaboration should occur to develop a Charter and Bylaws to establish the details of this proposal.

The formation proposal contained in this document reflects the consensus direction of the Oregon Consensus Task Force.

### **Proposed steps for ACT formation**

- |   |                   |
|---|-------------------|
| 1. The Task Force reviews this draft proposal and circulates for public comment   | December 2014     |
| 2. ODOT and Oregon Solutions Staff provide an update to the OTC. Task Force members invited to provide input directly to OTC. | December 18, 2014 |
| 3. OTC reviews this draft proposal and the public comments  | January 15, 2015  |
| 4. Public sector representatives of the task force approve final proposal   | January 2015      |
| 5. ODOT requests the OTC to provide provisional charter   | February 19, 2015 |
| 6. If the ACT receives a provisional charter, public body appointments and stakeholder nominations occur                      | February 2015     |
| 7. Public sector members of ACT appoint stakeholder members and review draft bylaws   | March 2015        |
| 8. Full ACT inaugural meeting to approve bylaws, elect officers and conduct   | April 2015        |

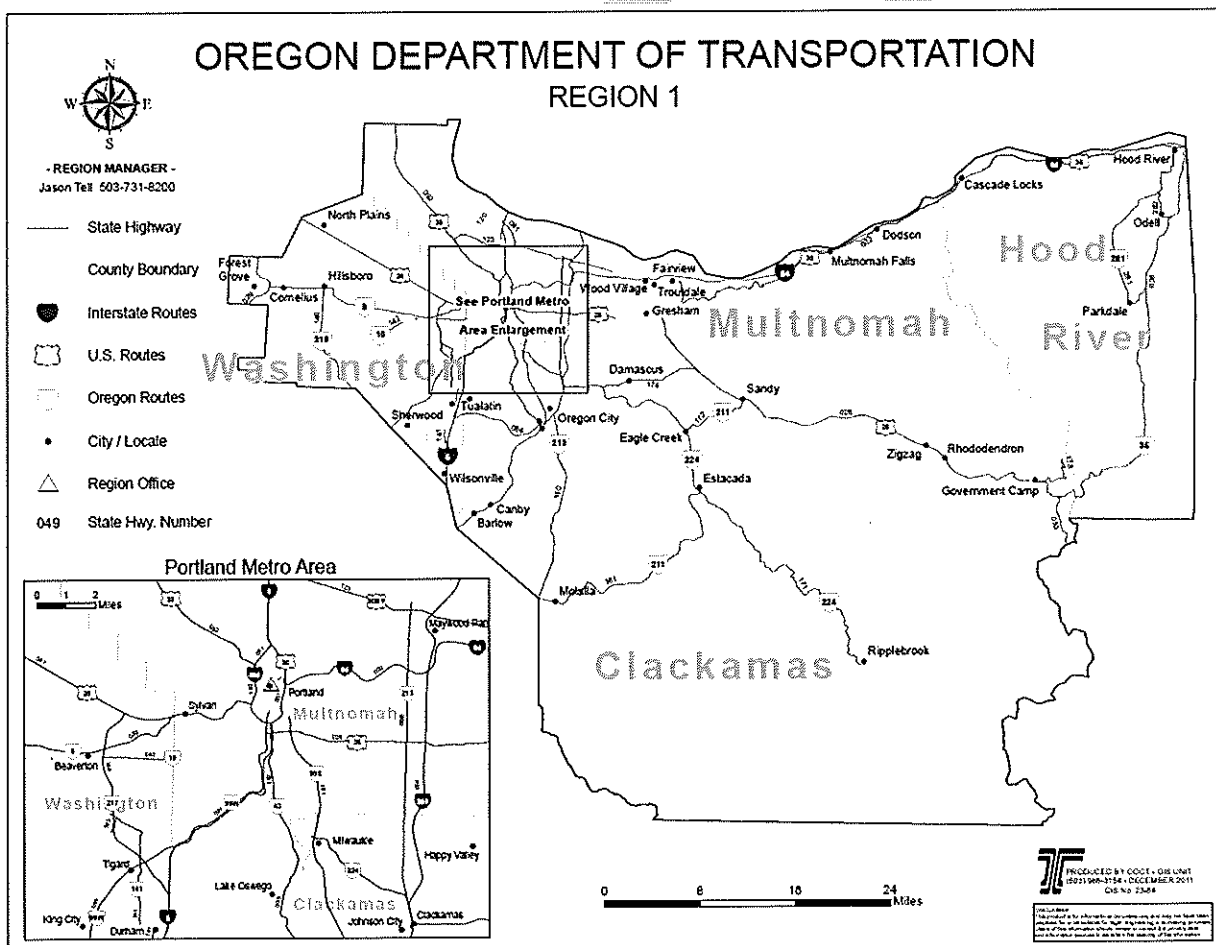
orientation

## Proposed Organization

### Geographic Boundaries

*What is the rationale for the geographic boundaries of the proposed ACT?*

The Region 1 Area Commission on Transportation (R1ACT) boundaries will mirror those of ODOT Region 1, which include most of Clackamas, Hood River, Multnomah and Washington counties. The task force determined that a single ACT provides one forum to set priorities that will facilitate dialogue between jurisdictions and stakeholders both inside and outside the Metropolitan Planning Organization (MPO) boundary. Task Force members also hope that dialogue through a single ACT will lead to greater understanding about various economic development issues, projects and needs across the Region.



Map of ODOT Region 1

## Membership

*What are the proposed voting and ex-officio membership categories and how do they ensure coordination with existing Regional public agencies?*

The proposed membership structure of the ACT is weighted towards counties that have a higher average percentage of population and ODOT highway lane miles.

R1ACT members may revisit their ACT structure with an amendment of their governing documents. Members shall be responsible to report to their individual constituencies the content of discussions and decisions. They will also be responsible for presenting the interests of their constituencies to R1ACT for the overall benefit of the Region.

### Voting Membership

Public agencies	Stakeholders appointed by counties or coordinating committees***	Stakeholders appointed at large
Counties (4)*	Clackamas (4)	Active Transportation (1)
Cities (4+)**	Hood River (2)	Freight (1)
ODOT (1)	Multnomah (6)	
Metro (1)	Washington (4)	
TriMet (1)		
Rural Transit (1)		
Port of Portland (1)		
<b>Total Voting Membership</b>		<b>31 Members</b>

\*One per county

\*\* A minimum of one per county

\*\*\*One stakeholder per county should represent business or labor

### Non-voting Membership

The following officials and organizations shall be invited to be non-voting, ex officio members of R1ACT:

- Department of Environmental Quality (DEQ)
- Regional Solutions Team Coordinator
- Oregon Transportation Commissioners
- State legislators representing parts of Region 1
- Members of Congress representing parts of Region 1
- Outreach to tribal governments will occur in 2015 to determine their level of interest and engagement.

Additional non-voting or ex-officio members may be added per the direction of the full ACT after formation.

## Coordination with existing regional public agencies

Regional agency coordination will be promoted by ensuring that appointees are consistent with, or have regular communications with, the entity's Joint Policy Advisory Committee on Transportation (JPACT) and Coordinating Committee members where applicable. The meeting schedule and work plan for the ACT will also be shared with regional transportation advisory bodies.

## Appointments, Nominations and Balance of representation

The initial nomination and appointment process will occur as follows:

Step 1: ODOT, the four county commissions, City of Portland, Tri-Met, Metro, and Port of Portland representatives will be selected by their respective governing bodies prior to the first official meeting of the ACT following approval of the provisional charter by the OTC. **These agencies will be the official appointing body for additional members, except for the active transportation and freight positions,** for the initial appointment process only. Future appointments will be approved by the full ACT.

Step 2: Rural transit agencies will caucus to nominate a rural transit representative.

Step 3: At least one city per county must serve on the ACT. City representatives may be selected by a caucus of mayors or other process determined by the cities in each county. The cities may also choose to route all of their nominations (city, stakeholder and business) through step four.

Step 4: Each county will solicit nominations for its respective business/labor and stakeholder members according to the following:

- The Clackamas County Coordinating Committee and County Commission will solicit nominations. *The Clackamas County Coordinating Committee voted on how it would like to allocate the stakeholder positions within the county (Appendix A)*
- Hood River will develop a coordinating committee or other mechanism to solicit and nominate candidates
- Multnomah County, the East Multnomah County Transportation Committee (EMCTC) and City of Portland will develop a process to solicit nominations
- The Washington County Coordinating Committee will solicit and nominate candidates

Cities may be appointed as stakeholders through the county / coordinating committee processes. Nominating entities should also consider appointments from agriculture, timber, tourism, and citizen representatives (such as from hamlets and villages).

Step 5: ODOT staff will work with the nominating entities (counties, city caucuses, etc.) to ensure that the ACT retains a diversity of stakeholder input and meets the following guidelines:

- A minimum of 50% elected official representation
- A representative from the fields of environmental justice and health.

Step 6: The members appointed in Step 1 will appoint the rural transit representative, city representatives and stakeholder representatives.

Step 7: The Active Transportation and potentially freight representatives will be nominated via an application process administered by ODOT. The nominations will be approved the ACT members appointed through Step 6.

*{This initial nomination process is a modification to the process discussed at the Nov. 17th Task Force meeting. Using the term "public official" provided a lack of clarity about which ACT members would appoint during the initial nomination and appointment process.}*

Ongoing membership nominations will follow the initial protocols. Appointments shall be voted on by all ACT members.

### **Terms of Service**

To prevent the entire ACT membership from changing at the same time and to provide a way to preserve institutional knowledge and ensure continuity, R1ACT members shall serve four-year, overlapping terms.

If an ACT member changes employment or organizational status (if it directly relates to his or her role on the ACT) mid-term, the full ACT should vote to either continue the member's term or appoint a replacement.

### **Officers**

A Chair and Vice-Chair shall be elected by the voting members. The Chair shall preside at all meetings attended, sign documents and correspondence, orient new members, approve agendas, represent the R1ACT in other venues and serve as R1ACT's official spokesperson. The Vice-Chair shall serve as the Chair's primary alternate and shall preside at R1ACT meetings in the Chair's absence.

Officers shall serve one-year terms starting at the first meeting of the calendar year. Officers may be elected to more than one term of office.

### **Executive Committee**

The task force discussed forming an executive committee but did not finalize a structure. It's an issue that the ACT will take up when drafting the bylaws.

### **Coordination**

*Is the membership broadly representative of local elected officials and inclusive of other key stakeholders and interests? If key representation is not included, explain the justification?*

Key membership categories will be met via the following requirements:

- Elected officials

- One county commissioner from each county will be a voting member
- At least one city per county will be a voting member
- The chair of JPACT will be a voting member
- Among the 16 county stakeholder appointments at least two must be elected officials
- Freight and Mobility
  - A freight representative will be a voting member
  - The Port of Portland will be a voting member
- Active Transportation and Transit
  - An active transportation representative will be a voting member
  - The region's largest transit district (TriMet) will be a voting member
  - AA rural transit representative will be a voting member
- Private Sector, Health and Environmental Justice
  - One representative per county must be a business or labor stakeholder.
  - One representative must be able to represent health interests
  - One representative must be able to represent Title VI Protected Classes

*How would/does the ACT coordinate with adjacent ACTs and/or MPOs and involve state legislators?*

JPACT provides the forum of general purpose local governments and transportation agencies required for designation of Metro as the metropolitan planning organization for the Oregon portion of the Portland metropolitan area. The chair of JPACT, Metro's advisory body on transportation, will be a voting member of the R1ACT. The ODOT Region 1 Manager serves as a voting member on JPACT. The cross membership between the two bodies, not only between the two agencies but across city and county members, builds on a long history of coordination between Metro, ODOT and local governments that has facilitated the development of the MTIP and the STIP for decades. Establishment of the R1ACT will not change the existing mechanisms for coordination with the MPO in place today.

Because of the fundamental importance placed on recommendations by the ACTs, coordination shall be the primary obligation of R1ACT. To ensure that recommendations have been reviewed for local, regional, and statewide issues and perspectives, R1ACT will communicate with others that may have knowledge or interest in the area. Working with a broad representation of stakeholder groups also helps provide a balance between local/regional priorities and statewide priorities. R1ACT coordination will include, but is not limited to, the following groups:

- Oregon Transportation Commission
- Other ACTs within and across ODOT regions including, North West Area Commission on Transportation, Mid-Willamette Area Commission on Transportation and Lower John Day Area Commission on Transportation
- ODOT Advisory Committees
- Tribal Governments



- METRO
- Southwest Washington Regional Transportation Council
- Local Governments, Transit and Port Districts
- County Coordinating Committees

## **Proposed Operation**

### **Decision-Making**

R1ACT will use a collaborative approach to problem solving where all members seek consensus first, and by a minimum 18-member vote if a consensus cannot be reached. Consensus means that all members agree to accept the decision even though some members may not fully agree with the decision. Members are encouraged to voice and have all views recorded.

Eighteen votes are required to advance a decision in the instance that consensus cannot be reached. The R1ACT minority would then be empowered to produce and record a report outlining the minority's opinions on the decision that would be presented along with the majority recommendation.

### **Work program**

*What is the proposed work program of the ACT?*

R1ACT's Chair and Co-chair shall develop an annual work plan that is reviewed and adopted by R1ACT members. The Work Plan will be able to be amended at any time. The R1ACT's initial annual work program shall include the following:

#### **Advisory and Coordination Activities**

- Advise the OTC on state and regional policies affecting the Region 1 transportation system
- Review and provide recommendations on the following short and long-term funding opportunities
  - 2018-2021 STIP, including priorities for STIP Enhance project funding
  - Special funding opportunities and programs
  - Priorities for state transportation infrastructure and capital investments
- Discuss and advise the OTC on new funding mechanisms
- Provide a report to the OTC at least once every two years

#### **Commission Governance**

R1ACT will provide the following tasks in accordance with its bylaws once adopted:

- Elect Officers
- Define expectations of members for R1ACT
- Provide orientation for new members
- Provide training and mentors for new members as needed

- Review working documents and bylaws as needed

## **Public Involvement**

R1ACT will provide the following tasks in accordance with its Public Involvement Plan once adopted:

- Engage key stakeholders and the general public with a process consistent with state and federal laws, regulations and policies
- As part of the regular review and report to the OTC, review the Public Involvement Plan and its effectiveness

## **Public Involvement**

*How will/does the ACT meet the minimum public involvement standards as shown in Attachment A of this document?*

For R1ACT to fulfill its advisory role in prioritizing transportation problems and solutions and recommending projects, the ACT will involve the public and stakeholders in its decision-making process and follow a Public Involvement Plan. As R1ACT considers local, regional and statewide transportation issues, it will provide public information and involve the public in its deliberations. To comply with federal Environmental Justice requirements, the public involvement process will include a strategy for engaging minority and low-income populations in transportation decision-making.

ODOT staff will ensure that public involvement requirements are met and will include provisions in the ACT's bylaws to do so.

## **Work Program and Agenda Development**

*Who would/does help guide the work program and agendas of the ACT? Indicate the general operational structure.*

R1ACT Chair and Co-chair shall meet as needed to develop R1ACT agendas and develop and monitor R1ACT's Work Plan. As an advisory body chartered under the authority of the OTC, R1ACT will be established to provide a forum for stakeholders to collaborate on transportation issues affecting ODOT Region 1 and to strengthen state and local partnerships in transportation. R1ACT's work plan shall be consistent with the role of an advisory body to the OTC.

## **Technical Assistance**

*How would/does the ACT secure technical assistance on transportation issues?*

R1ACT can form standing or ad hoc committees such as a technical committee as needed. Consideration will be given to existing advisory committees across the Region to avoid duplication and redundancy.

### **Support staff**

R1ACT will be staffed by ODOT. ODOT will provide planning staff assistance to R1ACT and financial support sufficient for administration of R1ACT to meet OTC expectations.

### **Alternates**

Jurisdictions appointing a voting member will be responsible for selecting and assuring the qualifications of their alternate. The vote of the Alternate will be assumed to represent the vote of the ACT member for whom they are standing in. Alternates representing an elected official must also be an elected official.

DRAFT

## Definitions

### **Area Commission on Transportation**

An advisory body chartered by the Oregon Transportation Commission to address all aspects of transportation (surface, marine, air, and transportation safety) with a primary focus on the state transportation system.

### **Environmental Justice**

The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

### **Ex Officio**

An ex officio member is a non-voting member of a body (a board, committee, council, etc.) who is part of it by virtue of holding another office.

### **Health**

Health refers to any field or enterprise concerned with the maintenance or restoration of the health of the human body or mind

### **Non-voting**

A member or person who is not eligible to vote on matters before the ACT and who acts as a liaison between the ACT and the interested persons whom that member represents, and transmits requests for information from the ACT and relevant information and views to the ACT.

### **Rural Transit**

Rural transit means transit providers receiving section 5311 Non-Urbanized Area Formula Program funding. This program provides funding to states to support public transportation in rural areas with populations of less than 50,000.

### **Region**

When capitalized, describes the Oregon Department of Transportation geographic regions.

## Appendix A: C4 Membership Proposal

		ACT Voting Membership	Elected, Port and Transit 50% minimum*
<b>Multnomah County</b>			
<b>8 members</b>	County Commissioner	1	1
	Portland elected	1	1
	Other City Rep elected	1	1
	4 Stakeholders nominated jointly by Portland and EMCTC	4	
	Business/Labor Stakeholder nominated jointly by Portland and EMCTC	1	
<b>Washington County</b>			
<b>6 members</b>	County Commissioner	1	1
	City Rep elected	1	1
	3 Stakeholders nominated by WCCC	3	
	Business/Labor Stakeholder nominated by WCCC	1	
<b>Clackamas County</b>			
<b>6 members</b>	County Commissioner	1	1
	Metro City Reps (elected) nominated by Metro City Mayors	2	2
	Rural City Rep (elected) nominated by Rural City Mayors	1	1
	1 Rural Stakeholder nominated by Community Leaders Committee of C-4	1	
	Business/Labor Stakeholder nominated by a County approved process	1	
<b>Hood River County</b>			
<b>4 members</b>	County Commissioner	1	1
	City Rep elected	1	1
	1 Stakeholder	1	
	Business/Labor Stakeholder	1	
<b>OTHER Stakeholders</b>			
<b>7 members</b>			
<b>Metro</b>	JPACT Chair	1	1
<b>ODOT</b>	Region 1 Manager	1	
<b>TriMet</b>	General Manager	1	1
<b>Port of Portland</b>	Executive Director	1	1
<b>Rural Transit Provider</b>		1	1
<b>Freight</b>		1	
<b>Active Transportation</b>		1	
<b>Stakeholder appointments must include representatives from the following:</b>			
	<ul style="list-style-type: none"> <li>Health</li> <li>Environmental Justice</li> </ul>		
<b>Stakeholder appointments should be considered from the following:</b>			
	<ul style="list-style-type: none"> <li>Agriculture</li> <li>Timber</li> <li>Tourism</li> <li>Citizen reps, such as from Hamlets and Villages</li> <li>Additional City elected representatives</li> </ul>		
*At least 1 stakeholder appointment must be an added Port, Transit or City Rep to reach the 50% minimum			
<b>Total Reps</b>		31	15



Port of  
Hood River

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1000 E. Port Marina Drive • Hood River, Oregon 97031 • (541) 386-1645 • Fax: (541) 386-1395 • www.portofhoodriver.com • email: porthr@gorge.net

December 5, 2014

Hood River Valley Parks and Recreation  
1601 May Avenue  
Hood River OR 97031

Dear Board of Directors and Staff,

On behalf of the Port of Hood River, I would like to express our gratitude for the generous contribution of \$55,000 from Hood River Valley Parks and Recreation to the Hook Launch and Nichols Basin West Edge Trail projects. Your support will help to enhance the experience of community members and visitors by improving access and trail connectivity along the Hood River Waterfront.

Construction of the Hook Launch is anticipated to take place January through March of 2015. The upland improvements including rigging area, masonry seat wall, lighting, and asphalt path will occur in 2016 after the City of Hood River completes its outfall relocation. The Nichols Basin West Edge Trail project is scheduled to start construction in the spring of 2015 and will transform the area into a beautiful park, beach, and pedestrian and bike path.

The Port values its partnership with Hood River Valley Parks and Recreation and looks forward to continued collaboration on these valuable improvement projects for our community.

Respectfully,

Rich McBride, President  
Port of Hood River Commission

cc: Commissioners, Michael McElwee



# Commission Calendar

# December 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																											
	<b>1</b> Waterfront Refinement Planning Comm 5:30pm	<b>2</b> NBWE Trail Walk-thru (Mandatory), 10am	<b>3</b>	<b>4</b> OPPA - Salem (MM) All Toll Collector Mtg; Fire Ext. training	<b>5</b>	<b>6</b>																																																																																											
<b>7</b>	<b>8</b> URA-Streich/Shortt	<b>9</b> Hook Launch bids due	<b>10</b> Airport Master Plan Public Mtg 2-4pm, WAAAM	<b>11</b>	<b>12</b>	<b>13</b>																																																																																											
<b>14</b>	<b>15</b> KJHR Radio, 8am Waterfront Refinement City Council 6pm	<b>16</b> Commission Mtg	<b>17</b>	<b>18</b>	<b>19</b> Holiday Potluck	<b>20</b>																																																																																											
<b>21</b>	<b>22</b>	<b>23</b> HVAC work at tollbooth 9pm	<b>24</b> Christmas Eve Tolls suspended from 8pm to 4am Dec. 26	<b>25</b> Christmas Day <b>OFFICE CLOSED</b>	<b>26</b> Office Open	<b>27</b>																																																																																											
<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b> New Year's Eve	<b>Jan. 1</b> <b>OFFICE CLOSED</b>	<b>2</b> Office Open	<b>3</b>																																																																																											
<b>Out of Office:</b> Laurie: Dec. 9 Melissa: Dec. 15-19 Janet: Dec. 18-19, 22 Anne: Dec. 22-26 Fred: Dec. 24, 26	Jean: Dec. 26, Jan. 2 Liz: Dec. 26, Jan. 2	<b>November 2014</b> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>Th</td><td>F</td><td>Sa</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td></td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>		S	M	T	W	Th	F	Sa						1		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30							<b>January 2015</b> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>Th</td><td>F</td><td>Sa</td></tr> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </table>		S	M	T	W	Th	F	Sa					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	<b>Notes:</b>
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 **Holiday Greetings** 



Jon, Fred, Rich, Brian, Hoby, and Jerry—

There will be an all-staff holiday potluck on Friday, December 19 and we would love to have you join us if your schedule allows. There will be plenty of food so you don't need to bring anything. The potluck will begin at 11:00 a.m. and run until 1:00 p.m. to allow for shift coverage at the tollbooth. If the past repeats itself, a majority of the employees will be in the Boardroom right at 11 a.m. to begin eating....but join us when you can.

If you have any questions, please let me know, either by email or calling me direct at (541) 386-6145.

Laurie



# Commission Memo

**To: Commissioners**

**From: Michael McElwee and John Mann**

**Date: December 16, 2014**

**Re: Nichols Basin Seawall**

---

We have known for some time that the condition of the seawall at the Nichols Basin was a concern and further analysis would be needed to determine its longevity before construction of the NBWE bike/pedestrian path. Staff seeks to provide the Commission with an overview of the analysis completed to date, review risk assessment and possible responses and to describe an approach recommended by staff and the design team.

As part of the original contract with WalkerIMacy, a limited structural evaluation was conducted in March 2014 by KPFF engineers. During this evaluation it was determined that a partial failure of the wall had occurred in 2005 following a significant and prolonged rain event. KPFF recommended further exploration of the subgrade conditions, particularly exposure of the tiebacks and attachment points. Excavation was completed by Port staff in early November. At this time, KPFF staff would evaluate the condition of the tiebacks and determined that existing tiebacks had lost 20% or more of their section strength due to rust. It was also determined the safety railing foundation could impact adversely the existing tiebacks of the seawall.

Staff met with WalkerIMacy, KPFF and Andy Jansky on December 11, 2014 to discuss options for repairing the seawall, extend its longevity and to protect the public from the possibility of a seawall failure similar to what occurred in 2005. The following summarizes the recommended approach:

- Relocate the foundation for the safety railing approximately three feet placing it directly behind the seawall. The concrete thus becomes a structural cap which attaches to the seawall itself using metal studs welded to the inside of the seawall which are poured into the concrete.
- Using Port staff, pour a series of concrete dead men which will be connected to the new structural cap using galvanized steel cable and fastening hardware. Port staff will pour the dead men and attach the cables. The contractor will connect the cable to the new seawall cap. This provides a new tieback system which will add to the strength of the tieback system currently in place.

- Port staff would weld plates to provide cover holes in the lagging where fill material is washing through the wall in places.

We have now asked KPFF to prepare final design of the tieback system and then provide a cost for the repair. Input from a geotechnical engineer will be needed. The cost of this additional design and engineering work is estimated to be about \$10,000. However, we believe the impact to the overall project budget should be minimal due to the fact that the concrete for the cap was already part of the new project and Port facilities staff will be doing some portions of the work. We are currently holding about 6% as a project contingency

The recommended approach was determined to be the most cost conservative and esthetically pleasing without a major redesign of the West Edge Project. However, even with this repair we are still working with a seawall which has quite a few years of use behind it and the work we are doing would not protect us from the effects of further deterioration of the existing steel structure or the effects of an earthquake. Staff believes that, as with any older structure, continual monitoring of the condition of the seawall is warranted, preferably from regular survey control points, to determine if any movement or settling is occurring.

**RECOMMENDATION:** For discussion.



March 14, 2014

*Via Email*

Mr. Christopher Miller, Associate  
**Walker Macy**  
111 S.W. Oak Street, Suite 200  
Portland, Oregon 97204

RE: Nichols Basin Bulkhead Wall Structural Review

Dear Christopher,

We have reviewed the existing bulkhead wall in Nichols Basin at the Port of Hood River. Our review consisted of a desk review of available information and a visual review of the wall condition on February 21, 2014. The results of our review are as follows:

**Desk Review:**

No construction documents are available for the wall. According to Port staff, the wall was likely built by employees of Nichols Boat Works using materials available in their facility. The timeframe of the construction is unknown, however it is not shown in a 1966 aerial photograph of the basin. A November 30, 2009 survey by Terra Surveying shows the wall is approximately 300ft long. A document titled "Seawall Repair" dated December 13, 2005 (Exhibit A) shows photographs of a failed section of wall and a schematic of the proposed repair. From the photographs and schematic drawing it appears buried steel angle tie-backs provide lateral support to the soldier piles and a failure of these tieback connections appears to have caused the soldier piles to rotate outwards 5-8ft at the top.

**On-Site Review:**

The existing wall consists of steel soldier pile walls with steel lagging. (Exhibit B, Photographs 1 and 2.) The soldier piles are installed at approximately 8'-0" spacing and appear to be HP 10x42 sections. Every fifth pile extends above the wall to provide a rail connection. The lagging appears to have been reused from a steel barge or boat hull and consists of steel plate with stiffeners or ribs welded to the soil face. (Photograph 3) A 12inch deep channel provides a cap for the wall for the connection of cleats. The wall was measured to be approximately 16ft high from cap to mudline. The water level was approximately 7ft below the cap on the day of the review.

The alignment of the wall varies in both plan and elevation. Except for the 2005 failure area and repair (Photograph 4), it is not clear if these variations occurred after the original construction or if the wall was constructed this way. Localized subsidence and washouts are visible along the length where backfill material has been washed through gaps in the wall (Photographs 5, 6 and 7.)

The wall generally appears to be in stable condition with no visible signs of impending failure.

Mr. Christopher Miller, Associate  
Walker Macy  
RE: Nichols Basin Bulkhead Wall Structural Review  
March 14, 2014  
Page Two

**Discussion of Options for Additional Investigation and Remedial Work:**

It is possible that the wall will continue to function in its current capacity for many years without any additional work. However, this cannot be stated with any degree of certainty without significant additional investigation work to determine the conditions below grade.

If a failure of the wall was to occur it would likely be similar to the one that occurred in 2005. That is, the wall would lean out and the soil behind would unravel until it forms a stable slope – see photographs in Exhibit A. It is likely that this failure would occur when the loading on the wall is temporarily increased due to an event such as: heavy rainfall saturating the retained soil; high river level; an earthquake; or high winds acting on floating structures moored to the wall.

The capacity of the wall to safely support additional loads behind the wall, such as buildings, or new anchorage loads to the waterside of the wall, such as floating docks, would require an extensive field investigation to document the as-built dimensions of the tie-backs and any dead-man anchors they connect to, as well as the soldier pile embedment depths.

As an intermediate step, limited exploratory excavation could be conducted by Port staff using the Port owned backhoe to gain a better understanding of the construction methodology and condition of the structural elements below grade. If the Port elects to perform this exploration, we recommend that a minimum of three tieback anchors be exposed at different locations along the wall including their connections to the soldier piles and dead-man anchors. While not a comprehensive evaluation of the wall, the results of this study could be extrapolated to the rest of the wall to provide a better understanding the remaining lifespan and quantify likely repairs and upgrades.

Also as an intermediate step, the holes in the steel lagging could be covered with steel plates to prevent further erosion and settlement behind the wall.

**Recommendations:**

For planning purposes we recommend that no settlement sensitive structures be placed close to the bulkhead wall. At a minimum these structures should be held back at least 16ft from the wall (i.e. the retained height of the wall) however this setback dimension should be confirmed in design by a geotechnical engineer based on an analysis of the wall backfill and the length it would be expected to unravel if the wall failed.

Within this setback it would be possible to allow access if the risks during natural events noted above are deemed to be acceptable to the Port. Gradual ground settlements will likely continue in this zone therefore paving and site elements should be readily repairable as these settlements occur. A guardrail could be connected to the top of the wall if necessary for code compliance.

Mr. Christopher Miller, Associate  
Walker Macy  
RE: Nichols Basin Bulkhead Wall Structural Review  
March 14, 2014  
Page Two

Floating docks should be independently anchored away from the face of the bulkhead unless a detailed investigation of the connection points or cleats is performed. A transition plate or aluminum deck/gangway could be used to bridge the gap from the bulkhead to the floating dock.

Please call me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig Totten".

Craig Totten, PE, SE  
Principal

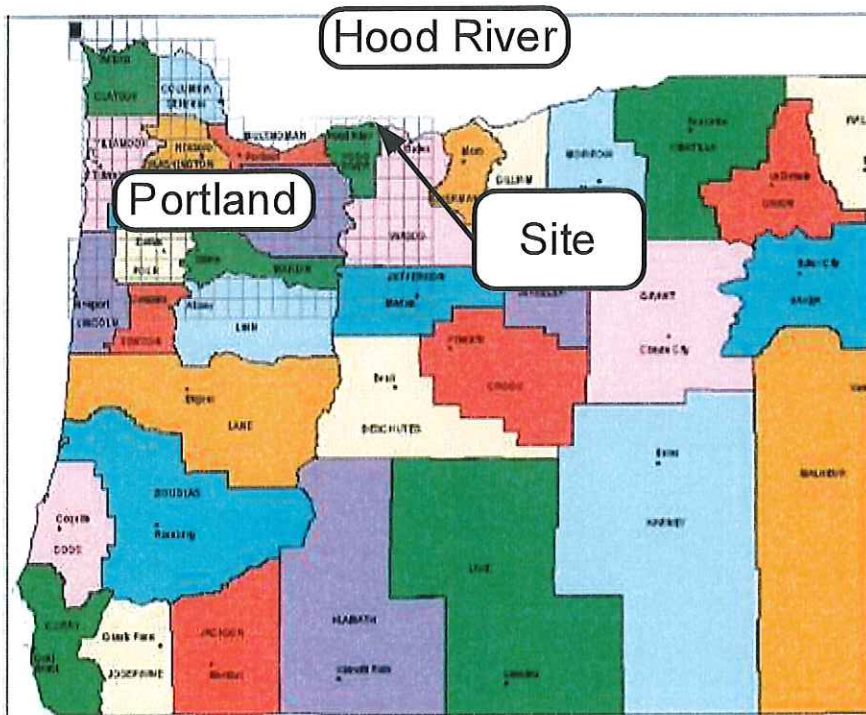
CJT/jkd  
Enclosures

# Exhibit A

Seawall Repair

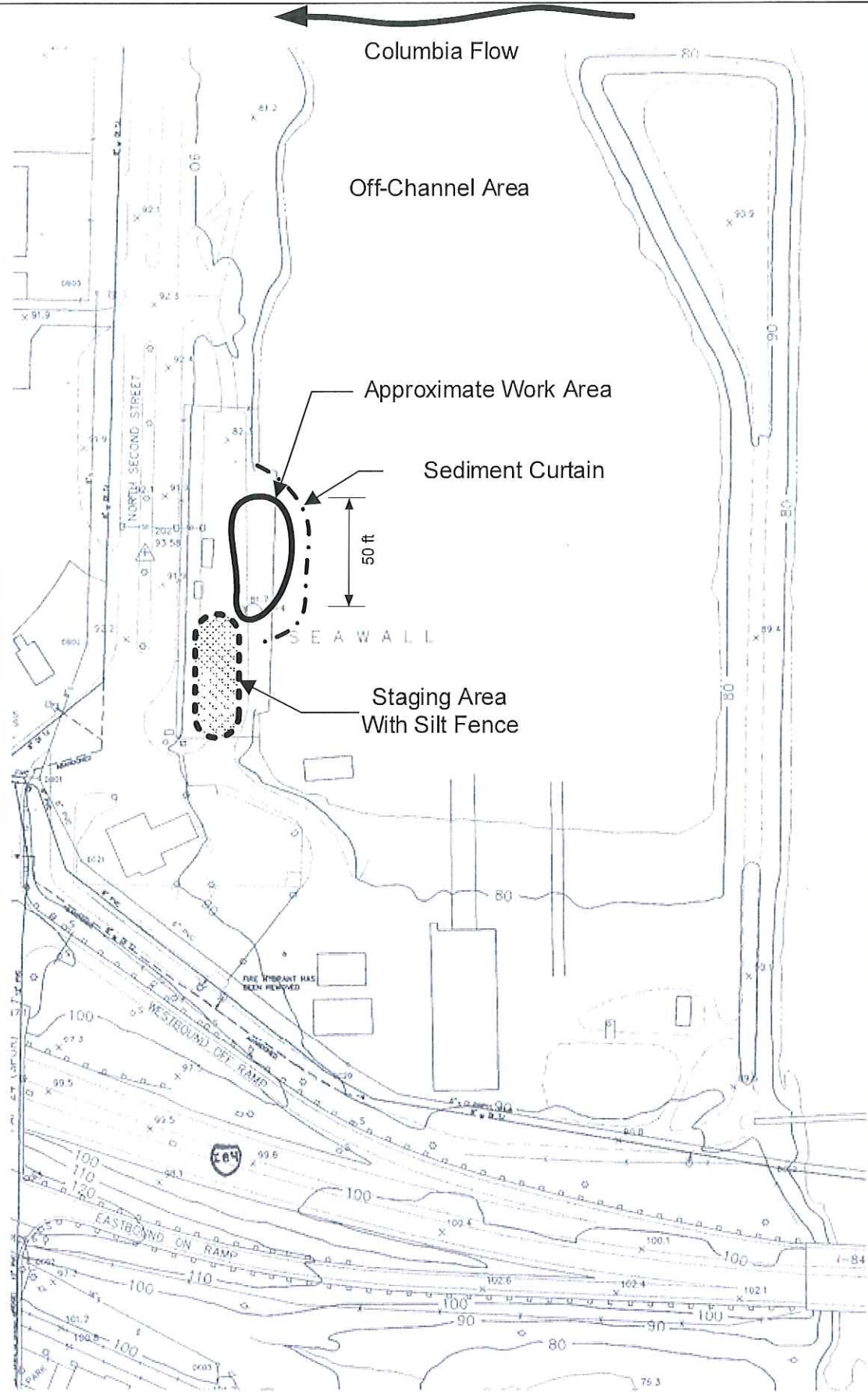
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Columbia River  
 River Mile 168  
 Lat: 45.7131953 N  
 Lon: 121.5096279 W  
 Datum: NGVD

Port of Hood River, Hood River, Oregon			
1/4	Seawall Repair	12/13/05	Vicinity Map

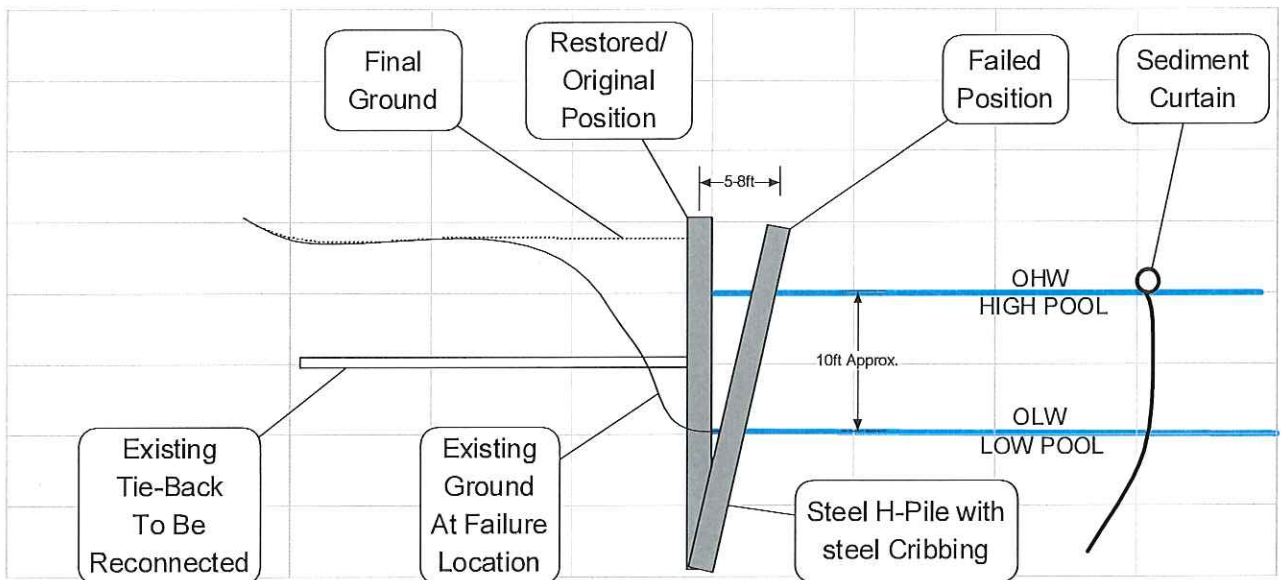


Columbia River  
 River Mile 168  
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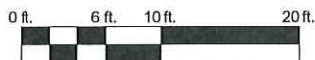
Port of Hood River, Hood River, Oregon			
1/4	Seawall Repair	12/13/05	Plan



Columbia River  
 River Mile 168  
 Lat: 45.7131953 N  
 Lon: 121.5096279 W  
 Datum: NGSVD



**TYPICAL REPAIR SECTION**



1/4

Port of Hood River, Hood River, Oregon  
 Seawall Repair

12/13/05

Section

Columbia River  
River Mile 168  
Lat: 45.7131953 N  
Lon: 121.5096279 W  
Datum: NAD83



Off-Channel Area

H-Pile to Be Straightend

Existing Wall Location

Steel Cribbing

Eroding Fill

Tie-Backs to Be Reconnected

## Work Detail

nts

1/4

Port of Hood River, Hood River, Oregon  
Seawall Repair

12/13/05

Details









## Exhibit B

Site Photographs – March 14, 2014



PHOTOGRAPH 1



PHOTOGRAPH 2





PHOTOGRAPH 3



PHOTOGRAPH 4





PHOTOGRAPH 5



PHOTOGRAPH 6



PHOTOGRAPH 7

# Commission Memo

**To: Commissioners**  
**From: Michael McElwee**  
**Date: December 16, 2014**  
**Re: Waterfront Parking Strategy**

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At the November 20 Fall Planning meeting, the Commission discussed the need to prepare a parking strategy to better utilize current and new parking areas on the Waterfront and prepare for increasing parking demand in the future (see attachment).

Since Fall Planning, City Council held a retreat to discuss priorities in 2015 and staff has met with the City Manager. The upshot is that the City does not consider parking to be a priority at this time and financial participation in preparation of a plan will not be available.

The attached proposal from Rick Williams Consulting has been modified to reflect input from the City, the discussion at Fall Planning and incorporate a more efficient approach to this potential effort. Staff seeks Commission discussion on Waterfront Parking issues and direction on whether it is timely to prepare a parking strategy at this time.

**RECOMMENDATION:** For discussion.

If action is taken, the Commission should consider the following:

*"Authorize Contract with Rick Williams Consulting Not To Exceed \$\_\_\_\_\_ Plus Reasonable Reimbursable Expenses.*



Port of Hood River  
**Fall Planning Work Session**  
November 20, 2014

**WATERFRONT DEVELOPMENT**

Discussion Topic:

**Waterfront Planning: Parking Strategy**

**Overview:**

The demands for parking on the waterfront continue to increase. With the construction of the Waterfront Park and the continued growth of recreational uses, new demands are being placed on the Port's parking areas and adjacent City streets. The Commission has discussed the need to have a coherent, thoughtful parking plan, including an approach to fees and enforcement in the future.

**Question:**

What is the best approach to identify a long-term parking strategy for the waterfront? What are the possible components of that strategy?

**Issues:**

- Most waterfront streets are now dedicated and controlled by the City-- any parking strategy will have to be coordinated with the City.
- The loss of parking at Slackwater Beach will place new demands on N. 1<sup>st</sup> Street and Portway Avenue. The Port has no revenue from those areas.
- An area permit system has been discussed.
- Long-term strategies for joint use of parking areas will need to be considered.
- The attached proposal from Rick Williams Consulting is an approach for Commission consideration.

**Potential Actions:**

- Consider contract with Rick Williams Consulting or revise scope.
- Delay any effort on a parking strategy until the Nichols Basin West Edge is completed and its impact can be assessed.
- Determine the best approach to waterfront parking only after consultation with the City of Hood River.



**Port of Hood River, OR**  
**Parking Analysis and Management Planning**  
**DRAFT - TASKS PROVIDED BY RICK WILLIAMS CONSULTING - DRAFT**

**PROJECT ROLE**

The Port of Hood River (Client) is leading an effort to explore strategies for managing parking in the Waterfront development area. Rick Williams Consulting (RWC) is proposing to assist the Port in successfully completing their effort. RWC will provide technical assistance and advice to the Client as a means to elevate understanding of the range of issues, challenges and strategies that could be initiated. This will ensure that the limited parking resources in the area are managed to the highest degree of efficiency and benefit to all stakeholders accessing the development and the waterfront.

Specific RWC tasks (and cost estimates) are provided below. Time expended will be on a per hour and not to exceed basis. A budget summary is provided by task (below) and in more detail in Table 1 (on page 3).

**TASKS**

- A.** *Background review and project format.* A number of planning efforts and development concepts have been developed for the Waterfront area. The Consultant will review all background materials provided by the Client as a means to fully understand the implications of planning and vision concepts on parking and possible parking management. A project planning meeting with the Client is anticipated.

Estimated hours: 20  
Cost (up to): \$3,192.80

- B.** *Stakeholder Interviews.* Port staff will conduct interviews. RWC will develop an interview guide for approval by Client. Interview guide will be used to facilitate stakeholder discussions that may occur via phone and/or one-on-one in Hood River. The Consultant will assist the Port in summarizing findings/themes derived from interviews for incorporation into a Technical Memorandum (#1).

Estimated hours: 33  
Cost (up to): \$4,882.80

- C.** *Strategy and Plan Development.* Based on information derived from Tasks A & B the Consultant will develop a range of parking management strategy recommendations that could be implemented to improve parking operations. Where possible, costs to implement will be provided.

Strategies will be tied directly to key opportunities and challenges developed in Task B, as well as in logical support of development visions and general access needs. It is recommended that a Stakeholder meeting be convened where:

1. Consultant presents findings from Task A & B.
2. Consultant presents draft parking management/strategy recommendations and alternatives.
3. Stakeholders react and discuss findings.

Consultant will develop draft Technical Memorandum #2 outlining parking management/strategy recommendations, alternatives, choices (e.g, technology) and pricing. This memorandum will be provided to the Client for comment and review. A refined and final Technical Memorandum #2 will be developed per Client input.

Estimated hours: 60  
 Cost (up to): \$8,752.80

- D.** *Other public meetings.* The Consultant will be available for up to 4 meetings to gather information and present findings based on Client preference. Meetings could include internal staff meetings, meetings with Port officials/commissions and/or City committees or Council.

Estimated hours: 32  
 Cost (up to) \$5,458.40

- E.** *Final parking management plan recommendation.* Consultant will prepare a final report on an operating plan. Elements shall include parking policies, management systems and technology, potential pricing programs, points of access and enforcement/staffing. The plan will also include an implementation approach that may include phasing, signage and communications.

Estimated hours: 41  
 Cost (up to) \$6,042.80

- F.** *OPTIONAL Data collection/Data Analysis [NOTE: COST NOT INCLUDED IN BUDGET SUMMARY ATTACHED AS TABLE 1.]* Upon request, the Consultant will compile parking utilization data on site as a means to evaluate current patterns of use. Ideally, data would be collected to represent use of parking in both non-peak and peak scenarios. RWC can assist in development of data collection methodology and review of data summaries; assisting in interpretation of results and identifying potential opportunities and/or barriers raised in data findings. The budget estimated here is for up to two full day data collection efforts. Days would be selected in collaboration with the Client. Full data report summaries would be developed for each survey day.

Estimated hours: 180  
 Cost (up to): \$13,678.40

**SUMMARY**

RWC proposes a not to exceed contract agreement of \$28,409.60. This includes work to the satisfaction of the Client for Tasks A - E as specified and described above (which includes two optional tasks). This also includes all travel and expenses.

**Table 1**  
**Estimated Project Budget – By Task**

	R. Williams	Ronchelli	Pete Collins			
	Project Lead	Senior Associate	Associate Research/Data			Amount per Deliverable
Rate	\$170	\$130	\$90	Total	Expenses	Total Task Cost
<b>Task A: Background Review</b>	12	8	-	20	\$ 112.80	\$ 3,192.80
<b>Task B: Stakeholder Interviews</b>	16	13	4	33	\$ 112.80	\$ 4,882.80
<b>Task C: Strategy Development</b>	30	21	9	60	\$ 112.80	\$ 8,752.80
<b>Task D: Other meetings</b>	24	8	0	32	\$ 338.40	\$ 5,458.40
<b>Task E: Final Parking Management Plan</b>	20	16	5	41	\$ 112.80	\$ 6,042.80
<b>Total Hours</b>	102	66	13	186		
<b>Total Cost</b>	\$17,340.00	\$8,580.00	\$1,170.00		\$ 789.60	\$ 28,409.60
<b>Task A: Background Review</b>						
1. Assemble and Review Materials provided	4	2	0	6	\$ -	\$ 940.00
2. Kick off meeting w/ Client to review background and establish project goals, objectives, schedule and outcomes.	6	6	0	12	\$ 112.80	\$ 1,912.80
3. Finalize project scope	2	0	0	2	0	\$ 340.00
<b>Subtotal Hours &amp; Costs</b>	12	8	-	20	\$ 112.80	\$ 3,192.80
<b>Task B: Stakeholder Interviews</b>						
1. Develop draft interview guide.	6	2	2	10	\$ -	\$ 1,460.00
2. Finalize interview guide per Client approval	0	2	0	2	\$ -	\$ 260.00
3 Task support	4	4	0	8	\$ -	\$ 1,200.00
4. Assist in summarizing interview findings/themes into Technical Memorandum #1	3	2	2	7	\$ -	\$ 950.00
6. One trip to HR for interviews (if necessary)	3	3	0	6	\$ 112.80	\$ 1,012.80
<b>Subtotal Hours &amp; Cost</b>	16	13	4	33	\$ 112.80	\$ 4,882.80
<b>Task C: Strategy Development</b>						
1. Develop draft strategy recommendations	12	8	4	24	\$ -	\$ 3,440.00
2. Stakeholder meeting to review draft recommendations (includes material, presentation prep)	8	8	0	16	\$ 112.80	\$ 2,512.80
3 First draft of Technical Memorandum #2	8	4	4	16	\$ -	\$ 2,240.00
4. Finalize Tech Memo #2 per Client input	2	1	1	4	\$ -	\$ 560.00
<b>Subtotal Hours &amp; Cost</b>	30	21	9	60	\$ 112.80	\$ 8,752.80
<b>Task D: Other meetings</b>						
1. Up to 4 additional meetings (includes meetings and meeting/materials prep)	24	8	0	32	\$ 338.40	\$ 5,458.40
<b>Subtotal Hours &amp; Cost</b>	24	8	0	32	\$ 338.40	\$ 5,458.40
<b>Task E: Final Parking Management Plan</b>						
1. Report Development - Review Draft	10	8	5	23		\$ 3,190.00
2. Internal Work Session on Plan Draft	4	4	0	8	\$ 112.80	\$ 1,312.80
3. Draft Revisions and Costing of Elements	4	4	0	8		\$ 1,200.00
4. Submit Final Plan	2	0	0	2		\$ 340.00
<b>Subtotal Hours &amp; Cost</b>	20	16	5	41	\$ 112.80	\$ 6,042.80