



PORT OF HOOD RIVER COMMISSION
AGENDA
Tuesday, October 5, 2021
Via Remote Videoconference (Zoom)

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 - a. Performing Arts Initiative (PAI) presentation, John Hardham and Mark Steigner
 3. Consent Agenda
 - a. Approve Minutes from the September 21, 2021 Regular Session (*Patty Rosas, Page 3*)
 - b. Ratify Parking Use Agreements with CGW2A and Cascade Kiteboarding for temporary trailer storage at Maritime Building East Lot (*Greg Hagbery, Page 7*)
 4. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
 - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 17*)
 - b. Waterfront Recreation Annual Report (*Daryl Stafford, Page 21*)
 - c. Waterfront Interpretive, Wayfinding, and Multilingual Safety Signage (*Genevieve Scholl, Page 31*)
 5. Presentations & Discussion Items
 - a. Fall Planning Agenda Review (*Michael McElwee, Page 43*)
 - b. Airport Ground Leasing Policy Discussion (*Greg Hagbery, Page 47*)
 6. Executive Director Report (*Michael McElwee, Page 49*)
 7. Commissioner, Committee Reports
 - a. Bridge Replacement Bi-state Working Group, September 13 – Fox, Chapman (Alt)
 8. Action Items
 - a. Approve Contract with Bell Design Company for Maritime Site Stormwater Connection Project (*Michael McElwee, Page 71*)
 - b. Appoint New Waterfront Recreation Committee Membership (*Daryl Stafford, Page 87*)
 9. Confirmation of Commission Directives to Staff
 10. Commission Call
-
11. Executive Session under ORS 192.660(2)(e) real estate negotiations.
 12. Possible Action
 13. 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.*

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

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

Present: Commissioners: Ben Sheppard, Kristi Chapman, Mike Fox, Hoby Streich and Heather Gehring. Legal Counsel: Jerry Jaques, and Anna Cavalieri. From Staff: Michael McElwee, Kevin Greenwood, Daryl Stafford, Fred Kowell, Greg Hagbery, Genevieve Scholl, and Patty Rosas. Guests: None.

Absent: None.

Media: None.

1. **Call to Order:** Commissioner Ben Sheppard called the meeting to order at 5:00 p.m.
 - a. **Modifications or additions to the agenda:** Correction on meeting minutes, section 8(a) and 8(b), under vote it should read “unanimous” not “none.” Correction on agenda Executive Session citation should be 192.660(2)(f), to consider information or records that are exempt by law from public inspection.
2. **Public Comment:** None.
3. **Consent Agenda:**
 - a. Approve Minutes from the September 7, 2021 Regular Session with noted corrections.

Motion:	Approve Consent Agenda
Move:	Mike Fox
Second:	Hoby Streich
Discussion:	None
Vote:	Unanimous
4. **Informational Reports:** Bridge Replacement Project Update Report accepted.
5. **Presentations & Discussion Items:**
 - a. **Aviation Tracking Technology** – Greg Hagbery provided an overview of aircraft operations data purchased from FlightAware and volunteer committee research on other available technologies. Staff worked with members of the AAC to evaluate two flight data products commonly utilized by airports without towers: Vector Airport Systems, and Invictus Global Services. Both data platforms are priced at around \$50k-\$60k. A 12 month activity report from FlightAware, a commonly used flight tracking application used by pilots was purchased by the Port as an initial test for \$585. A game camera was suggested to manually capture tail N-numbers on aircraft as they taxi or land/take off. A one-year evaluation of this data would help the Port track overall aircraft operations and determine if additional tracking technologies are needed. Commission consensus was to proceed with tracking one-year of FlightAware data along with a game camera. It was also requested that staff reach out to AAC for help with monitoring as well as formulating ideas on how the data is going to be used.
 - b. **Lot #1 Anchor Way/N. 1st Street Conceptual Engineering** – Michael McElwee provided a brief background on Lot #1 planning efforts over the years. The Commission was also updated on the progress of the conceptual engineering work for both projects, including current and future efforts to seek additional grant funding. McElwee noted that building E. Anchor Way and N. 1st St. together would be most cost effective and provide the greatest positive impact to the development process for the waterfront. Construction of both streets is highly dependent upon securing a grant from

Economic Development Administration (EDA). Preparation of that grant application is underway. Commission directed staff to continue with Lot #1 infrastructure planning.

6. Executive Director Report:

- a. **Administration** – McElwee noted that Senator Merkley will be coming to the Port on September 24 to meet with the Bi-State Working Group. Also, a draft agenda for Fall Planning will be distributed for Commission input and direction. McElwee asked if the meeting for Fall Planning could be rescheduled for a tentative date of November 5. Date will be finalized once the agenda has been reviewed by the Commissioners.
- b. **Recreation/Marina** – McElwee followed up on the tragic drowning that occurred over the summer. There was a directive from the Commission to bring in members of the waterfront recreation and public safety community to discuss waterfront safety and make recommendations to the Commission for potential actions and/or policy making. McElwee requested feedback on whether staff should meet with community members individually or in a work session. Committee consensus was to do a work session.
- c. **Airport** – The FBO extended an invitation to each commissioner to come out and visit the airfield.
- d. **Bridge/Transportation** – McElwee provided a list of bridge maintenance and repair tasks that need to take place before winter weather. Mike Fox noted that there are fishing nets wrapped around some of the piers that need to be removed. Commissioner Fox suggested a study to determine the cost for the removal of the nets and back charge the Tribal Nations. McElwee replied that it can be done and would depend on the diver's decision whether the nets can be removed. If the nets can be removed, then staff will determine how much time it took and associated costs.

7. Commissioner, Committee Reports:

- a. **Bi-State Working Group (BSWG), September 13** – Commissioner Fox provided an update on the estimate. The assumption was made that the Port building and maintenance shed would not stay. The boat ramp parking lot would also be closed off as well as the two areas in front of DMV. It was also discussed that the roundabout on the Washington side would require pushing the North hillside back and create a wall to protect the natural gas pumping station.
- b. **Airport Advisory Committee (AAC), September 16** – Greg Hagbery commented that representatives from Precision Approach Engineering attended the meeting and explained some of the general funding limitations. The AAC is hoping to have a recommendation soon that would include a ground lease exhibit that illustrates how a proper lease could protect and provide more control for the Port. Ordinance 23 was also discussed. Next AAC meeting is set for October 21.

8. Action Items:

- a. **Approve Task Order 12 with HDR Engineering for Underwater and Pier Cap Inspections**
Motion: Approve Task Order 12 with HDR Engineering for Underwater and Pier Cap Inspections services not to exceed \$81,305 plus reasonable reimbursable expenses.
Move: Heather Gehring
Second: Hoby Streich
Discussion: None
Vote: Unanimous

9. Confirmation of Commission Directives to Staff:

- a. Commissioner Fox requested that McElwee reach out to the FBO for help with monitoring the aviation tracking technology. Commissioners also requested that they revise what information they are looking for and send it back to AAC.
- b. Commissioners directed McElwee to move forward with scheduling the waterfront safety work session.
- c. Commissioner Fox requested a cost estimate from McElwee for the net removal of the piers.

10. Commission Call:

- a. Commissioner Streich asked if Heather Gehring and Kristi Chapman were the Hood River Urban Renewal Agency representatives. Commissioner Chapman affirmed such.
- b. Commissioner Streich requested that anything related to the Executive Director's wages and contracts should be listed separately as an action item. Commissioners agreed the this would be the exception to the rule that recommended actions from an advisory committee would go to consent.
- c. Commissioner Fox noted that they are working on the Replacement Bridge Management Contract.

11. Executive Session: Vice President Chapman recessed Regular Session at 6:26 p.m. to call the Commission into Executive Session under ORS 192.660(2)(f) to consider information exempt by law from public inspection.

12. Possible Action: None

13. Adjourn:

Motion: Adjourn the meeting
Vote: Unanimous
MOTION CARRIED

The meeting adjourned at 6:34 p.m.

Respectfully submitted,

Patty Rosas

ATTEST:

Ben Sheppard, President

Mike Fox, Secretary

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Commission Memo



Prepared by: Greg Hagbery
Date: October 5, 2021
Re: Concessionaire Temporary Storage - East Maritime lot

As recent as 2019, the fenced parking area directly east of the Maritime Building has been used to provide temporary Winter storage to our concession tenants for waterfront related trailers and vehicles. Port staff received requests to use this parking area again. With the help of legal, a Use Agreement was drafted that will permit Columbia Gorge Wind and Water Association and Cascade Kiteboarding to rent 800 square feet of fenced parking for 7 months at a time with the option for two extensions. The new Use Agreement specifically addresses subjects such as liability, security, and permissible activities within the parking area. The referenced parking area is not included in the Lease Agreement for the Maritime Building proper and is currently not utilized to generate income. These Use Agreements provides a mechanism to monetize underutilized space while offering a beneficial service to our concession tenants.

The tenant's individual concession agreements for usage at the Waterfront expired at the end of September. This required a new agreement for the use of the parking area to be finalized before October 1st, 2021. Unable to present this temporary use agreement to the Commission prior to October 1st, both Lessees and the Port Executive Director have already signed these agreements.

RECOMMENDATION: Ratify Use Agreement with Columbia Gorge Wind and Water Association (CGW2) and with Cascade Kiteboarding for temporary storage at the Maritime East parking area.

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USE AGREEMENT
BETWEEN THE PORT OF HOOD RIVER AND THE COLUMBIA GORGE WIND AND WATER ASSOCIATION

THIS AGREEMENT is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Port”, and Cascade Kiteboarding, LLC an Oregon Limited Liability Company, hereinafter referred to as “User”. Port and User may hereafter be referred to individually as a “party” or collectively as the “parties”.

1. **Premises Description:** In consideration of the covenants of the parties, Port grants to User permission to temporarily use approximately 800 square feet (20’x40’) within the fenced parking area directly east of and adjacent to the Port’s building commonly known as the Maritime Building, located at 910 Portway Ave, Hood River, Oregon (the “Parking Premises”) solely for the allowed use stated in paragraph 3 below. The Parking Premises is identified in the attached “Exhibit A.”
2. **Term:** This Agreement shall be binding when both parties sign the Agreement. The Agreement Term shall be for the period effective on **October 1, 2021**, and continuing through **April 30, 2022**, “Term”. The Term may be extended for two seven-month time periods with the approval of the Executive Director.
3. **Allowed Use:** User shall use the Parking Premises to store concession trailers, box truck, changing room and jet skis owned by User associated with User’s seasonal kiteboarding business operations conducted on Port property. User’s stored trailers, truck, changing room and jet ski must remain locked, and all contents must remain inside of the trailer, truck and changing room while stored within the Parking Premises. User agrees that it will not utilize Port utilities or lights within the Parking Premises. No work, repairs, or construction shall be done on User’s trailers, truck, changing room and jet ski, or items there within, while located within or on the Parking Premises. The Parking Premises shall not be used for any purpose other than the storage of User’s single concession trailers, truck and changing room without the written consent of the Port, which may be granted or denied in the Port’s discretion.
4. **Fee:** Beginning on the effective date, Rent shall be payable in monthly installments in advance on the first day of every calendar month during the Term of this agreement. Rent shall be a flat fee of \$100 per month and shall not be prorated.
5. **Insurance:**
 - 5.1. **User Hold Harmless Agreement.** User agrees to indemnify and save Port, Port Commissioners, officers, employees and agents harmless from any claims of liability by any persons, firms, or corporations arising from User occupancy of Parking Premises or from anything done by User at Parking Premises, and will further indemnify and save Port, Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of User under the terms of this Agreement, or arising from any willful or negligent act or omission of User’s agents, contractors, employees, or licensees in or about the Parking Premises, and from all costs, attorney fees, and liabilities

incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Port, Port Commissioners, officers, employees or agents by reason of any such claim, User, upon notice from Port, covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

- 5.2. **User Insurance.** During the term of this Agreement, User shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage in a form reasonably acceptable to the Port issued on an occurrence basis in an amount not less than \$1,000,000 combined single limit per occurrence ("Commercial Insurance") and shall keep in effect motor vehicle insurance coverage for all trailers to be located on Port property ("Vehicle Insurance"). Before User uses the Parking Premises, User shall provide the Port with proof of insurance coverage with a certificate naming the Port, its employees, agents, and Commissioners as an additional insured, and requiring that insurance coverage shall not be canceled without thirty (30) days written notice from the insurance company to the Port.
- 5.3. **Port's Insurance.** Oregon law (ORS 87.686) requires that rental agreements which pertain to Parking Premises space provide certain notifications about the application of insurance to the personal property stored in such space. The Port hereby notifies User that the personal property stored in the Parking Premises unit(s) is not protected by Port's insurance. By signing below, User acknowledges receipt of this notice.
6. **Covenants:** User shall not do anything which damages Port property. User shall keep the Parking Premises in at least as good condition as it was in at the outset of the Agreement Term. At the expiration of the Term, User shall promptly remove all personal property from the Parking Premises and shall leave the Parking Premises in good, clean condition. User shall in no way disrupt or inhibit the daily business operations of the tenants within the Maritime Building or the use of any other authorized user on or within the Parking Premises. User shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to its occupancy or use of Port property, and shall comply with all Port ordinances, rules, or requests regarding use of the area during the Term of this Agreement.
7. **Entire Agreement; Amendments:** This Agreement contains the entire agreement of the parties with respect to the Parking Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Agreement may not be modified, supplemented, or amended in any manner except by written instrument signed by both parties.
8. **Assignment:** User may not assign or in any manner transfer User's rights and obligations under this Agreement to any other individual or entity, or interest herein without the previous written consent of the Port. User may not to sublet the Parking Premises or any part or parts thereof without like consent.
9. **Default:** Time is of the essence of performance of all the requirements of this Agreement. If any Rent or other sums payable by User to the Port shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if User shall fail to comply with any term or condition or fulfill any obligation of the Agreement (other than the payment of Rent or

other charges) within fourteen (14) calendar days after written notice to User specifying the nature of the default with reasonable particularity, or if User shall declare bankruptcy or be insolvent according to law or if an assignment of User's property shall be made for the benefit of creditors or if User shall abandon the Parking Premises, then in any of said events User shall be deemed in default hereunder. In the event of a default the Agreement may be terminated at the option of Port. If the Agreement is terminated, User's liability to Port for Rent and damages shall survive such termination and Port may re-enter, take possession of the Parking Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

- 10. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute involving this Agreement may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, mediation or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.
- 11. **Attorney Fees:** In any action or proceeding for the collection of any sums or charges which may be payable hereunder, User agrees to pay, in addition thereto, a reasonable sum for Port's attorney fees and court costs before suit, at suit or on appeal.
- 12. **Signing Authority:** Each person signing this Agreement on behalf of the Port and User represents and warrants they have the right to do so.

DATED this 30 day of September 2021.

Lessee: Cascade Kiteboarding, LLC
 Signed: Tyrel Graves
 By: Tyrel Graves
 Its: Owner
 Address: 1405 14th Street
 Hood River, OR 97031
 Email/phone: 503-308-1482

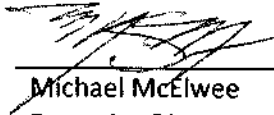
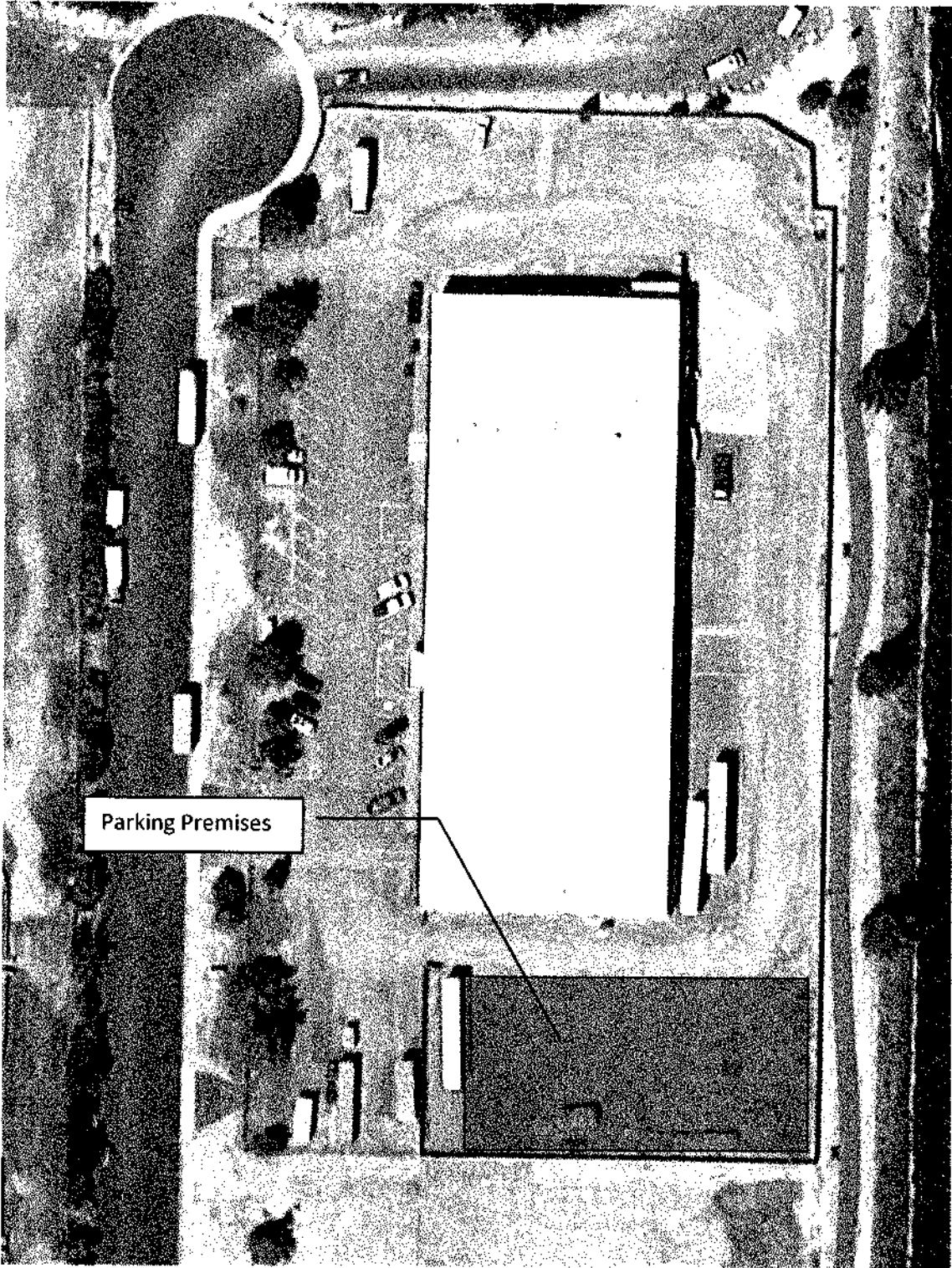
Lessor: Port of Hood River
 Signed: 
 By: Michael McElwee
 Its: Executive Director
 Address: 1000 E. Port Marina Drive
 Hood River, OR 97031
 Email/phone: (541) 386-1645

Exhibit A
PARKING PREMISES



USE AGREEMENT

BETWEEN THE PORT OF HOOD RIVER AND THE COLUMBIA GORGE WIND AND WATER ASSOCIATION

THIS AGREEMENT is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Port", and the Columbia Gorge Wind and Water Association (CGW2), an Oregon not for profit 501(c) (3), hereinafter referred to as "User". Port and User may hereafter be referred to individually as a "party" or collectively as the "parties."

1. **Premises Description:** In consideration of the covenants of the parties, Port grants to User permission to temporarily use approximately 800 square feet (20'x40') within the fenced parking area directly east of and adjacent to the Port's building commonly known as the Maritime Building, located at 910 Portway Ave, Hood River, Oregon (the "Parking Premises") solely for the allowed use stated in paragraph 3 below. The Parking Premises is identified in the attached "Exhibit A."
2. **Term:** This Agreement shall be binding when both parties sign the Agreement. The Agreement Term shall be for the period effective on **October 1, 2021**, and continuing through **April 30, 2022**, "Term". The Term may be extended for two seven-month time periods with the approval of the Executive Director.
3. **Allowed Use:** User shall use the Parking Premises to store four (4) concession trailers owned by User associated with User's seasonal windsurfing business operations conducted on Port property. User's stored trailer must remain locked, and all contents of the trailer must remain inside of the trailer while the trailer is on or within the Parking Premises. User agrees that it will not utilize Port utilities or lights within the Parking Premises. No work, repairs, or construction shall be done on User's trailers, or items there within, while the trailer is located within or on the Parking Premises. The Parking Premises shall not be used for any purpose other than the storage of User's single concession trailers without the written consent of the Port, which may be granted or denied in the Port's discretion.
4. **Fee:** Beginning on the effective date, Rent shall be payable in monthly installments in advance on the first day of every calendar month during the Term of this agreement. Rent shall be a flat fee of \$100 per month and shall not be prorated.
5. **Insurance:**
 - 5.1. **User Hold Harmless Agreement.** User agrees to indemnify and save Port, Port Commissioners, officers, employees and agents harmless from any claims of liability by any persons, firms, or corporations arising from User occupancy of Parking Premises or from anything done by User at Parking Premises, and will further indemnify and save Port, Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of User under the terms of this Agreement, or arising from any willful or negligent act or omission of User's agents, contractors, employees, or licensees in or about the Parking Premises, and from all costs, attorney fees, and damages incurred in any action or proceeding brought thereon; and in case any action or proceeding

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

- 5.2. **User Insurance.** During the term of this Agreement, User shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage in a form reasonably acceptable to the Port issued on an occurrence basis in an amount not less than \$1,000,000 combined single limit per occurrence ("Commercial Insurance") and shall keep in effect motor vehicle insurance coverage for all trailers to be located on Port property ("Vehicle Insurance"). Before User uses the Parking Premises, User shall provide the Port with proof of insurance coverage with a certificate naming the Port, its employees, agents, and Commissioners as an additional insured, and requiring that insurance coverage shall not be canceled without thirty (30) days written notice from the insurance company to the Port.
- 5.3. **Port's Insurance.** Oregon law (ORS 87.686) requires that rental agreements which pertain to Parking Premises space provide certain notifications about the application of insurance to the personal property stored in such space. The Port hereby notifies User that the personal property stored in the Parking Premises unit(s) is not protected by Port's insurance. By signing below, User acknowledges receipt of this notice.
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7. **Entire Agreement; Amendments:** This Agreement contains the entire agreement of the parties with respect to the Parking Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Agreement may not be modified, supplemented, or amended in any manner except by written instrument signed by both parties.
8. **Assignment:** User may not assign or in any manner transfer User's rights and obligations under this Agreement to any other individual or entity, or interest herein without the previous written consent of the Port. User may not to sublet the Parking Premises or any part or parts thereof without like consent.
9. **Default:** Time is of the essence of performance of all the requirements of this Agreement. If any Rent or other sums payable by User to the Port shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if User shall fail to comply with any term or condition or fulfill any obligation of the Agreement (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to User specifying the

nature of the default with reasonable particularity, or if User shall declare bankruptcy or be insolvent according to law or if an assignment of User's property shall be made for the benefit of creditors or if User shall abandon the Parking Premises, then in any of said events User shall be deemed in default hereunder. In the event of a default the Agreement may be terminated at the option of Port. If the Agreement is terminated, User's liability to Port for Rent and damages shall survive such termination and Port may re-enter, take possession of the Parking Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

10. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute involving this Agreement may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, mediation or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.

11. **Attorney Fees:** In any action or proceeding for the collection of any sums or charges which may be payable hereunder, User agrees to pay, in addition thereto, a reasonable sum for Port's attorney fees and court costs before suit, at suit or on appeal.

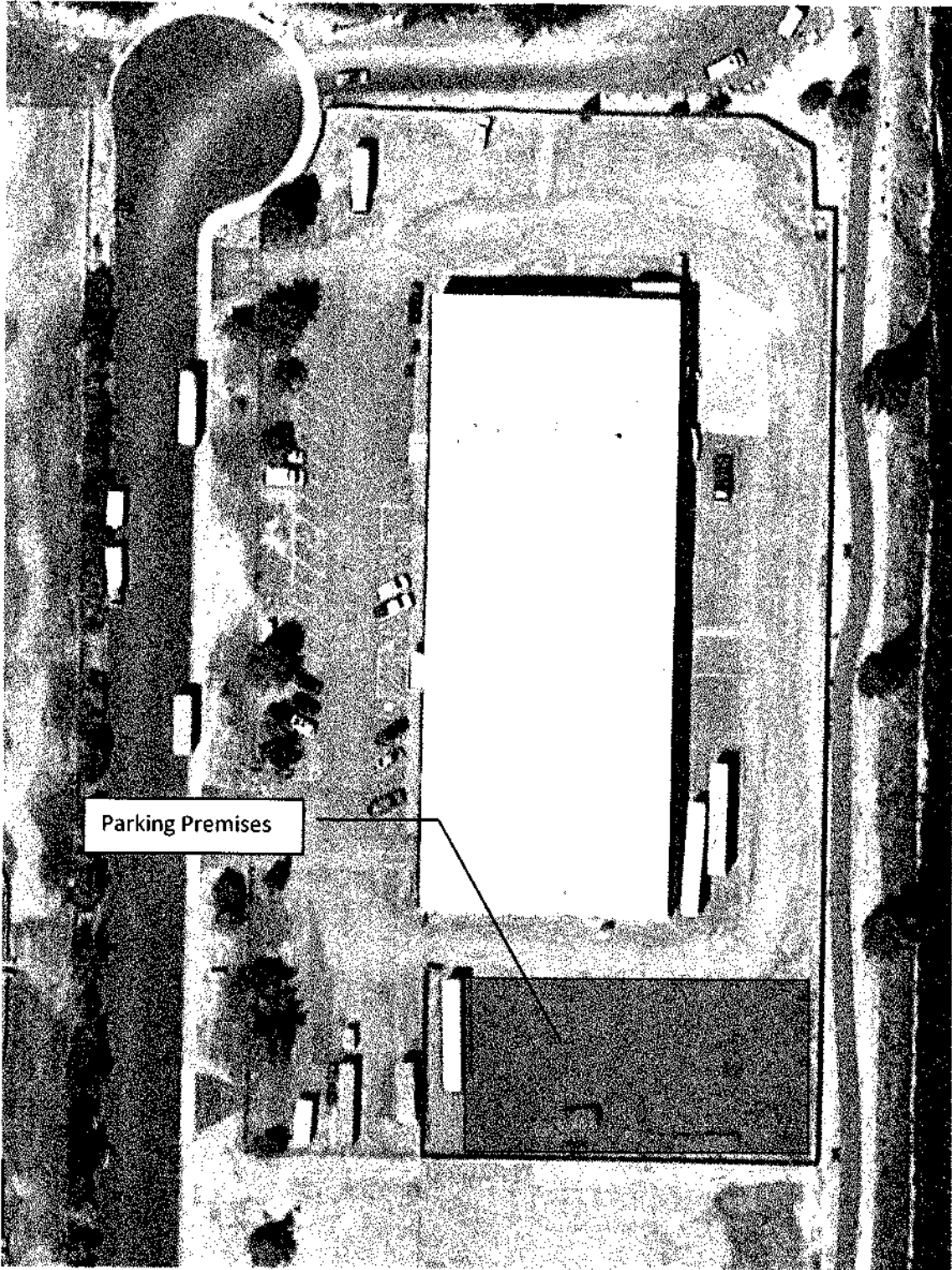
12. **Signing Authority:** Each person signing this Agreement on behalf of the Port and User represents and warrants they have the right to do so.

DATED this 28 day of Sept, 2021.

Lessee: CGW2
Signed: 
By: Mike Stroud
Its: President, CGW2
Address: PO Box 182
Hood River, OR 97031
Email/phone: 541-386-9225

Lessor: Port of Hood River
Signed: 
By: Michael McElwee
Its: Executive Director
Address: 1000 E. Port Marina Drive
Hood River, OR 97031
Email/phone: (541) 386-1645

Exhibit A
PARKING PREMISES





Project Director Report
October 5, 2021

The following summarizes Bridge Replacement Project activities from Sep. 4-16, 2021:

PROJECT MANAGEMENT UPDATE

- *First PCE internal meeting to review cost estimating assumptions held last Friday. Next meeting scheduled for October 4th. There are a number of cost factors*
- *Staff worked with Commissioner Fox to prepare an initial draft RFP. A review was conducted last Friday. The final elements being refined are the scoring criteria, first year scoping and developing an organization chart for work flow and direction. Upon a complete internal draft review, the document will be shared with the SW Washington RTC, ODOT/FHWA and outside counsel.*

GOVERNMENT AFFAIRS/LOBBYING UPDATE

- *Staff met with Rep. Susan McLain and Sen. Lee Byer co-chairs of the Oregon Joint Transportation Committee to answer questions about the bi-state bridge authority legislation. Both understood the need for local regional control for the replacement bridge and agreed to ask JTC legislative counsel to review the legislation. This is a promising milestone that initiates a legislative review of the bill. Thorn Run Partners will be following up with legislative staff in about a week.*
- *Brad Boswell has scheduled a number of meetings with Washington legislators for October to begin the process of educating and answering question on the need and timing for bi-state legislation. Sen. King has agreed to sponsor the bill in the 2022 short session.*
- *The legislative affairs team will be presenting their goals to the Bi-State Working Group at their Oct. 11th meeting.*

FEIS/ROD CRITICAL PATH UPDATE

- *A risk item was realized last week when Federal Highways determined that compensatory agreements (CAs) with the four treaty tribes on the Columbia River must be executed for FHWA will sign off on the FEIS/ROD. The project team – including the FHWA Oregon Div. – had included in the Sec. 106 MOU and FEIS draft that CAs would be developed after NEPA and before permitting or construction. Compensatory Agreements are contracts between the project owners and impacted tribes due to a loss of fishing access at treaty negotiated sites. As of last week, Emily Cline, FHWA Oregon Div. Environmental Manager, was awaiting direction as to the approach in developing the agreements. Staff has contact information for fishery managers and tribal legal counsel once FHWA has determined the approach. Though there is some budget for mitigating tribal impacts to cultural resources, staff will be looking at other appropriate templates and will develop a scope, budget and schedule for obtaining*

CAs. In order to keep the project moving, the Port may need to pay for the effort outside of reimbursable opportunities at this time.

GOVERNANCE/BSWG UPDATE

- *BSWG agenda included in packet*

FUNDING & FINANCING UPDATE

- *The state AG offices are continuing to develop the transfer agreement to Oregon for the \$5M Washington legislative contribution.*
- *FHWA and ODOT are discussing whether it makes sense to have all \$15M funnel through ODOT. No decisions have been made, but this could increase the possibility of pre-award funding.*

MEETING SCHEDULE

- WSP PCE Scoping, Oct. 4
- Thorn Run Partners, Oct. 5
- SWRTC, Oct. 5
- Klickitat County Transportation Meeting, Oct. 6
- WSP Weekly Check In, Oct. 11
- Sen. Rivers, Oct. 11
- Wash. Gov's Office, Oct. 11
- Rep. Stonier, Oct. 11
- BSWG, Oct. 11
- Sen. King, Oct. 12
- Rep. Corry, Oct. 12
- Rep. Volz, Oct. 12
- Sec. 106 Consulting Parties, Oct. 12
- Rep. Hoff, Oct. 12
- Rep. Valdez, Oct. 12
- Rep. Fey, Oct. 13
- Rep. Wylie, Oct. 13
- Exeltech, Oct. 13
- Sec. 106 Cultural Resources, Oct. 14
- Rep. Harris, Oct. 14
- FHWA/ODOT/BUILD, Oct. 14
- Rep. Bronoske, Oct. 14
- Rep. Ramos, Oct. 15
- WSP Weekly Check In, Oct. 18
- Thorn Run Partners, Oct. 19
- Sen. Wilson, Oct. 19



DRAFT AGENDA

Bi-State Bridge Replacement Working Group Regular Meeting
October 11, 2021 / 2:00-4:00p (2 hour)
Via Zoom

<https://zoom.us/j/98078338082?pwd=RIEvT2RsK2NKKzllaWpCNTFyZGVVaZz09>

Meeting ID: 980 7833 8082

Passcode: 966154

Members: Co-Chair, Mike Fox (Commissioner), Port of Hood River; Co-Chair, Jake Anderson (Commissioner), Klickitat County Betty Barnes (Mayor), City of Bingen; Marla Keethler (Mayor), City of White Salmon; Kate McBride (Mayor), City of Hood River; Bob Benton (Commissioner), Hood River County;

Alternates: Kristi Chapman (Commissioner), Port of Hood River; Arthur Babitz (Commissioner), Hood River County; Catherine Kiewit (Mayor Pro Tem), City of Bingen; Jason Hartmann (Councilor), City of White Salmon; David Sauter (Commissioner), Klickitat County; Jessica Metta (Councilor), City of Hood River.

Staff/Consultants: Kevin Greenwood (Project Director), Port of Hood River; Michael McElwee (Executive Director), Port of Hood River; Miles Pengilly, Oregon Govt. Affairs; Brad Boswell, Wash. Govt. Affairs; Hal Hiemstra, Summit Strategies

1.	Welcome	2:00
2.	Appointment of Co-Chairs	2:01
3.	Legislative Goals Presentation – Pengilly/Boswell/Hiemstra	2:06
4.	Preliminary Cost Estimate	2:36
5.	Management Contract (RBMC) RFP Update	3:20
6.	Port Feedback Survey	3:35
7.	Aug. 9th Minutes	3:30
8.	Other Items	3:50
9.	Next Meeting, November 8	3:55
10.	Adjourn	4:00

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Commission Memo



Prepared by: Daryl Stafford
Date: October 5, 2021
Re: Annual Waterfront Report

The attached 2021 Annual Waterfront Report provides the Commission with a summary of the usage, site improvements, events and activities along Port-owned areas of the Waterfront this past season. Also included in the report is information on the Marina, Event Site parking receipts, and waterfront Recreation revenue and expenditures.

RECOMMENDATION: Informational and Discussion

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Port of Hood River

Waterfront Recreation Annual Report

October 2021



Prepared by Daryl Stafford, Waterfront Manager

The following is a summary of waterfront activity for the summer of 2021.

The purpose of this report is to provide a review of the 2021 season for the Commissioners with information regarding activity on Port-owned waterfront properties.

The Port of Hood River experienced one of its busiest years to date along the Waterfront. Although we were in the midst of a pandemic, it did not slow the number of locals and visitors utilizing the area. With the variety of watersport activities, along with the beauty of the Gorge, the Waterfront in itself has become a tourist attraction and a catalyst for other tourist related activities that support the local economy.

Overall, the feedback from the Waterfront Stakeholders is that kite, SUP, and windsurfing lessons and rentals were similar to or down a bit from last year. Wing lessons and rentals along with the Food Cart businesses were significantly up. Consensus from the vendors was that there was a record number of people in the area, and that the non-watersport visitor numbers continued to grow.

One notable difference this season were the record number of “wingers and foilers” (the latest new watersports). The Hook and Waterfront Park have experienced the greatest increase in usage due to these groups.

Challenges that continue to face the Port from the increased use of Port recreational areas include parking scarcity, dogs off leash, trash, restrooms and sanitation, water safety, and the growing homeless population. Finding summer help was problematic for many businesses, more so than any years past. This issue affected the Port with the summer Facilities Department positions that were never filled. This in turn made it difficult to offer the services and hours that have previously been provided. Some of the

restrooms were never opened and small trash containers were never put out due to the staffing shortage.

Waterfront Capital Projects

There were several capital projects this year, some now completed, some still in the works. Port staff had challenges due to the difficulty of finding contractors to perform the work. Several projects got shelved due to the sharp increase in the price of materials and labor expenses.



2021 Capital Projects Update as of October 1st:

1. Hood River Yacht Club Restroom ADA ramp was completed in March.
2. Installation of a new software program to manage the Marina & T-Hangar tenant accounts was completed in April.
3. The Steve Gates Memorial project at Frog Beach was finished in April.
4. Marina Park Picnic Shelter and Sheds were repainted in July.
5. Life Jacket Kiosks installed at the Event Site and Frog Beach in July.
6. Professional dock repairs to the end of B-Dock completed in August.
7. Hook Rigging Areas - Grant was awarded from Travel Oregon for \$40,000 with a match of \$5,000 from the Port for the construction of two rigging areas at the Hook and signage for the Waterfront. As of October 1, Bell Design has completed the engineering and the project is scheduled to go out to bid. Project completion date is expected in December.
8. Marina Boat Ramp float replacement - Grant was awarded from the Oregon State Marine board for \$132,300 with cash a match of \$127,646 from the Port. The Port will also contribute \$24,696 admin match and \$9,250 force account labor, materials and equipment. As of October 1, Stu Cato has been hired to provide the engineering for the grading and Andrew Jansky has been retained to consult on the engineering for the manufacturing of the ramps. Project completion expected in May 2022.



Events and Picnic Shelter

All large events that cancelled in 2020 due to Covid-19 returned in 2021 and reported very successful outcomes. Total event revenue to the Port was \$17,400. For comparison, there were no events held in 2020, and the event revenue in 2019 was \$26,680. The decline in revenue since 2019 is attributed to a few of the larger events scaling back in size, and many of the smaller events cancelling due to Covid-19 concerns.

Notable large events:

- The Hood River Eyeopeners Lions Club 4th of July Fireworks display took place with an estimated attendance of 10,000 people watching on the Waterfront. It was a huge success.
- The Downwind Paddle Champs (800 participants) outrigger and surfski race that is held in July moved their event headquarters from the Waterfront Park to Stevenson to accommodate hosting more people. They ran races ending at the Waterfront Park and

shuttled people back to the start. They did not rent any property from the Port as they had in years past.

- The Hood to Coast Windy Relay (800 participants), was a new event held in July at the Marina Green. The event was sold out and hopes to return next year.
- Kiteboard for Cancer (600 participants) had a smaller turnout due to the uncertainty of Covid-19 transmission however they raised a record amount of money, \$220,000 for Project Koru, a kiteboard camp for cancer survivors.
- The All-Wind Sports Industry Trade Show (500 participants) took place the week after Labor Day. All booth space was sold out and they had a record number of attendees. This is a private event where the manufacturers of Kite, Windsurf, SUP, Wing, Foil, wetsuits and accessories showcase their products to retailers.
- Harvest Fest (est. 10,000 attendees) and the Gorge Marathon (est. 1,500 participants) are scheduled to take place at the Event Site in October 2021 pending permission is granted from the State and County Health Departments.



2021 Waterfront Events				
Date Start	Event	# People	Location	Cost
3/1/2021	HR Sailing Team- 3 month program	15	Marina SB Dock	donation
3/8/2021	Lacrosse- 3 month program	30	Marina Green	donation
4/15/2021	24 Hour Paddle for Cancer	15	Nichols Basin	donation
4/18/2021	Soccer Kids camps- 2 month program	50	Marina Green	\$800
5/30/2021	CGWA Swaps- 3 Swaps	300	Lot #1	donation
6/12/2021	US Army National Guard	50	Lot #1	donation
6/15/2021	Hood River Middle School Fun Day	50	Marina Green & Park	donation
7/1/2021	Jr. Sailing Program 2 month program	30	Marina SB Dock	donation
7/3/2021	CGWA Swaps- 3 Swaps	500	Lot #1	donation
7/4/2021	Lions Club Eyeopener Fireworks	10,0000	Waterfront	donation
7/5/2021	RiveRun Race Series- 5 races	20	Frog Beach	\$100
7/6/2021	Wet Planet Kayak School- 5 Camps	20	Nichols Basin	\$125
7/15/2021	Paddle Champs HR Race	800	Waterfront Park/Jensen	N/C
7/24/2021	Windy River Relay Hood to Coast	800	Marina Green	\$1600
8/8/2021	Oregon Beach Wrestling Championships	50	Marina Beach	donation
8/9/2021	ABK Windsurfing Clinics	25	Marina Beach	\$250
8/13/2021	SIC Gorge Paddle Challenge- 3 days	400	Jensen West Parking	\$300
8/19/2021	Full Sail Company Picnic	75	Marina Beach & Park	\$200
8/27/2021	Gorge Paddling Center Yoga Retreat	25	Nichols Basin Dock	\$25
8/27/2021	KB4C- 3 days	500	Event Site	\$2,600
9/7/2021	AWSI- 6 days	300	Event Site & Lot #1	\$3,900
10/15/2021	Harvest Fest- 3 days	10,000	Event Site & Lot #1	\$6,000
10/24/2021	Columbia Gorge Marathon	1500	Event Site	\$1,700
Total Revenue				\$ 17,400.00

The Marina Park Picnic Shelter was closed to reservations and events in 2021 due to the staffing shortage in the Facility Department. The Port could not provide the services needed to accommodate large groups. Last year the shelter was closed due to Covid. 2019 the revenue was \$1,700.

Waterfront Concessions

All Waterfront Concession property leases timed out on October 1, 2020. Existing and new vendors reapplied in November 2020. Port staff reviewed all applications and made their recommendations to the Commission who approved the selection. New concession leases started in the Spring of 2021 with most of them having a 5-year term to set up seasonally for 6 months.

2021 Concession Revenue	
Big Winds	\$ 4,400.00
Brian's	\$ 5,280.00
Cascade Kiteboarding	\$ 3,520.00
Downwinder	\$ 1,645.00
Gorge Groms CGW2	\$0.00
Gorge Jr. Sailing	\$0.00
Gorge Kiteboard School	\$ 3,520.00
Gorge Paddle Center	\$ 2,640.00
Gorge Sailing Ventures	\$ 500.00
Hood River SUP & Kayak	\$ 2,640.00
HR Outrigger Canoe Club	\$ 1,050.00
Kite the Gorge	\$ 2,640.00
New Wind	\$ 3,520.00
Oregon Kiteboarding	\$ 3,520.00
Sandbar Café	\$ 1,865.00
Stawicki Photography	\$ 1,000.00
Stoke on the Water	\$ 50.00
TOTAL	\$ 37,790.00



Event Site & Port Waterfront Parking

Parking at the Event Site & Jensen West went back to normal protocol for 2021, with the booth open and no restrictions or limitations like we had in 2020. Our Event Site Host, Doug Newcomb, did a great job keeping peace and order as much as any one person could do. A record number of passes were sold, with revenue up 34% from summer 2019, a normal non-Covid year for comparison. Jensen West parking lot & the Hook were utilized much more this season due to the popularity of winging. Total 2021 revenue from Park for Parks kiosk and Way To Park App payments to date (Sept. 30) is \$107,850.85.

Mt. Hood Meadows entered into a Use Agreement with the Port for the use of the Event Site parking lot from mid-November through mid-April for a flat fee of \$600. They used the area for public shuttle pick up/drop off and for the employee busses. Challenges and policy/enforcement considerations for parking include the following:

- The increase of large vans, trailers and RVs utilizing the waterfront- Several online websites show the waterfront as a great place to park (and camp) for big rigs, so many of the visitors were not necessarily parking to recreate. The large rigs parked at the Hook & West Jensen caused congestion due to already tight parking spots. Many areas are not suitable for overlength rigs and pose safety hazards by blocking access for emergency vehicles. Massive rigs are pulling into the Event Site and the traffic flow is not designed for that so vehicles end up driving on the sidewalk to make the turn. Many are too long to fit in the overlength parking stalls.
- Parking enforcement- Port Ordinance 24-2019 does not provide proper language or a mechanism to have vehicles towed, and in certain locations staff is unable to ticket. Coordination with the City Police needs to get addressed. Trailers that are left without vehicles have also become problematic. Signage inconsistencies need to be coordinated once the ordinance is aligned with the City.
- Overnight parking- The Port has a service agreement with Kenton Chandler and HRT Security to provide overnight security patrol coverage on Port Property. HRT helps close parks at night and enforce the Port's no overnight parking policy. Overnight parking violations and trespassing charges have become difficult to enforce due to inconsistencies in Port and City Ordinances. The Marina Moorage continues to fill up with people parking overnight/camping. Warnings are issued in lieu of tickets, due to lack of the ability to enforce.

2021 Event Site Parking Lot Stats from January 1st- Labor Day

Year	Daily Passes Sold	PreSeason discounted Annual Passes	Annual Passes no discount	Revenue	% Change in revenue from year prior
2021	6874	963	454	\$214,554.93	36%
2020	4682	314	691	\$157,274	-2%
2019	6312	552	409	\$159,709.00	14%
2018	5479	603	478	\$139,747.00	45%
2017	5197	316	298	\$96,222.00	-1%
2016	5410	258	530	\$96,812.00	-16%
2015	6203	229	615	\$114,128.00	53%

*Numbers in the table above do not reflect payments at kiosks, just payment at the booth and passes.

Marina

The Port has a very active and desirable Marina. Demand for moorage continues to increase. We have a total of 173 slips and 11 boathouses with 100% occupancy. The current waitlist has about 84 people listed. The current anticipated wait for a slip for those at the bottom of the list is around 2-3 years. The demand is greatest for 30' and under length boats. The split this year was 70% power/30% sailboats.

Port Facility staff has been working hard to replace rotted wood on all docks. They are learning how to do repairs that had previously been contracted out which has helped to offset expenses. The Port continues to need a professional team to repair and replace the floats.

Fiscal Year 2020-21 Marina Revenue exceeded Expenses by \$38,450.

Marina Total # of Slips by size:	As of 10/1/21
30' and under = 131 slips	Waitlist= 61
Over 30-45= 29 slips	Waitlist=19
Over 45'= 1 slip	Waitlist=4
Seasonal 20' and under= 6 slips	
Boat Houses= 11	
Jet Skis= 14 spots (Kite Schools Only)	
HRYP dingy storage floats= 3	
Gorge Jr. Sailing dingy storage floats=3	
Shell Dock= 6 slips	
Float Plane = 1 slip	



Guest Dock- Transient moorage was slow for larger vessels. The greatest quantity of usage came from day use, which is free of charge. When the Bonneville Pool is open for fishing the Marina boat ramp parking lot has been packed. Due to fishing restrictions below the pool and many reservoirs and lakes having all time low water levels, there has been a real uptick in small boats coming to Hood River from out of area. Revenue from vessels staying overnight January-September was \$3,644.

Cruise Ships- In 2020 all cruise ship visits were cancelled due to the pandemic. With strict guidelines in place the State and County allowed the ships to resume service in Spring 2021. ACL has exclusive use of the outside Jetty. They pay \$6,000 per year for an infrastructure fee to help maintain the jetty. The North Jetty Commercial Dock gets rented to other cruise lines and large vessels. There were less visits than in 2019, however, there is great interest in booking reservations moving forward. ACL was able to utilize the new bollard system they installed in 2020 that enables them to secure their vessel in a manner that they can shut down their engines, where in the past they had to keep them running during their entire visit.

Cruise Ships- Revenue estimates	2019	2020	2021
Cruise Line			
American Cruise Lines (ACL)	\$ 8,400	\$ 6,000	\$ 11,250
Linblad Expeditions	\$ 1,500	\$ -	\$ 1,200
Misc Large Vessels	\$ 2,550	\$ -	\$ 400
Total	\$ 12,450	\$ 6,000	\$ 12,850



Hood River Yacht Club- The HRYP sponsors the High School Sailing team and teaches private lessons in the summer. The program was smaller this year to adhere to Covid protocols. The Yacht Club continues to rent 3 large floats on the South Basin Dock where they store club sailboats and also rent a few spots to members. The local Wednesday night races continued along with a few of the Friday Night Family races. Monday night free sailing was cancelled for this year but they hope to bring it back next season.

Gorge Jr. Sailing- The Port donates 3 large spaces on the South Basin Dock for the non-profit kids sailing program. They allow the High School Sailing team use their boats February – May and September-October. The combined youth sailing programs promoted seamanship and taught advanced sailing skills to over 220 young people this summer. Jr. Sailing Program had one of their best seasons yet with full classes and new boats. They are part of several US Sailing programs that provided grants for; national outreach to foster



diversity in sailing, STEM classes for middle school kids, Culture Seed, Girls at the Helm and a new pilot program the the Hood River New School.

Water Safety Patrol- The Port continued in an IGA with the HR County Sheriff Department to waive the fees for the Marine Sheriff’s Boathouse moorage, however the Port did not pay the \$5,200 to support patrol services on the Waterfront because the Sheriff’s office did not have sufficient staff to meet the terms of the Agreement to add additional staff. The Port agreed to pay for the Marine vessel’s fuel from June 15- September 15. The total fuel bill for 2021 was \$727. Deputy Vandebos spent most of his time onshore being seen, particularly at the boat ramp, educating boaters not in compliance before they went out. With 70 hours boat patrol, 138 motorized boater contacts were made and 51 non-motorized contacts.

MARINA SUMMARY FISCAL YEAR JULY 1, 2020- JUNE 30, 2021

Fiscal Year 2020-2021 Marina Financials	2017-18	2018-19	2019-20	2020-2021
MARINA EXPENSES				
Personnel Services	\$136,701	\$142,157	\$142,594	\$ 155,622
Materials and Services	\$91,037	\$109,224	\$85,541	\$ 87,295
Interest Expense	\$30,073	\$28,059	\$25,876	\$ 23,428
Depreciation Expense	\$79,870	\$79,870	\$78,759	\$ 77,781
Total	\$337,681	\$359,310	\$332,770	\$344,126
<i>CIP Projects not included in formula</i>	\$ 22,374	\$ 9,063	\$ -	\$ 15,290
MARINA REVENUE				
Marina	\$330,355	\$ 358,829	\$360,444	\$ 373,576
Grants	\$8,425	\$ 7,050	\$7,000	\$ 9,000
Total Marina Revenue	\$338,780	\$365,879	\$367,444	\$382,576
2021 Revenue Exceeding Expenses				\$38,450
2020 Revenue Exceeding Expenses			\$34,674	
2019 Revenue Exceeding Expenses		6,569		
2018 Revenue Exceeding Expenses	\$1,099			

The Numbers

Waterfront expenses exceeded revenues by \$245,222 for the FY 2020-21, up 84% from FY 2019-20. There was a steep jump in expenses, most caused by the onset of the pandemic. One of the challenges of reporting the season on the Waterfront is that our Fiscal Year reporting falls in the middle of the summer, so these numbers partially reflect what took place in summer 2020. With the outbreak of Covid-19 last year the Port spent a lot of extra time and money implementing changes for compliance with the Government mandates. Signs, staff time, port-a-potties, handwashing stations, PPE, etc. Revenues were down in some areas due to restrictions on parking, prorated rent for concessions or no rent because they chose to not open, and no events took place. The summary below does not include reimbursements from the Government.

WATERFRONT SUMMARY FISCAL YEAR JULY 1, 2020- JUNE 30, 2021

Fiscal Year 2020-2021 Waterfront Financials	2017-18	2018-19	2019-20	2020-2021
EXPENSES				
Event Site				
Personnel Services	\$80,021	\$102,936	\$97,239	\$ 126,563
Materials and Services	\$46,650	\$58,188	\$54,840	\$ 75,555
Total	\$126,671	\$161,124	\$152,079	\$202,118
Hook, Spit and Nichols				
Personnel Services	\$42,144	\$42,817	\$45,518	\$ 26,073
Materials and Services	\$35,249	\$30,335	\$46,652	38081
Total	\$77,393	\$73,152	\$92,170	\$64,154
Marina Park				
Personnel Services	\$141,524	\$153,425	\$149,177	\$ 172,317
Materials and Services	\$34,167	\$30,335	\$50,153	\$ 65,730
Total	\$175,691	\$183,760	\$199,330	\$238,047
Total Waterfront Recreation Expenses	\$379,755	\$418,036	\$443,579	\$504,319
CIP Projects Not Included in formula	\$28,659		\$50,197	\$ 72,649
REVENUE				
Events, Parking Passes, Parking Fees, Concessions, HRYC	\$183,499	\$ 217,110	\$310,411	\$ 258,897
Grant-Contributed Capital			0\$	\$ 36,000
Total Waterfront Recreation Revenue				
2021 Expenses Exceeding Revenue				(\$245,422)
2020 Expenses Exceeding Revenue			(\$133,168)	
2019 Expenses Exceeding Revenue		(200,926)		
2018 Expenses Exceeding Revenue	(\$196,256)			

Commission Memo



Prepared by: Genevieve Scholl
Date: October 5, 2021
Re: Waterfront Interpretive, Wayfinding and Safety Signage

One project element included in the original Oregon Recreational Trails Program (RTP) and Local Government Grant Fund (LGGF) grants awarded to the Port for development of the Nichols Basin West Edge park and waterfront trail segment was a series of 14 interpretive signs, placed along the trail to provide interesting historical, cultural, and geologic information to trail users on the features visible from the trail. Wayfinding and multi-lingual interpretive signage is an element of this year's Travel Oregon Competitive Recovery grant award. Staff has been working with local design firm PageWorks Design and volunteers from the Hood River History Museum over the past few years to research, develop, and design the interpretive signage. The attached draft proofs of eight of these signs are currently under editing review by staff.

Wayfinding and safety signage is under development, and input will be sought over the course of the next month from the newly reorganized Waterfront Recreation Advisory Committee, water recreation safety experts, and other local stakeholders on the content and form of the safety signage. As these signs are to include text translation in multiple languages, staff has requested translation assistance from Travel Oregon on selection of the five most important languages to include for international travelers to the Gorge region, and on translation services for those languages. Proofs of those signs and a map of installment locations will be provided for Commission review at a later date. The attached Drowning Danger graphic illustrates the signage currently in use at various locations near the Marina Swim Beach, Spit, and Sandbar.

RECOMMENDATION: Informational.

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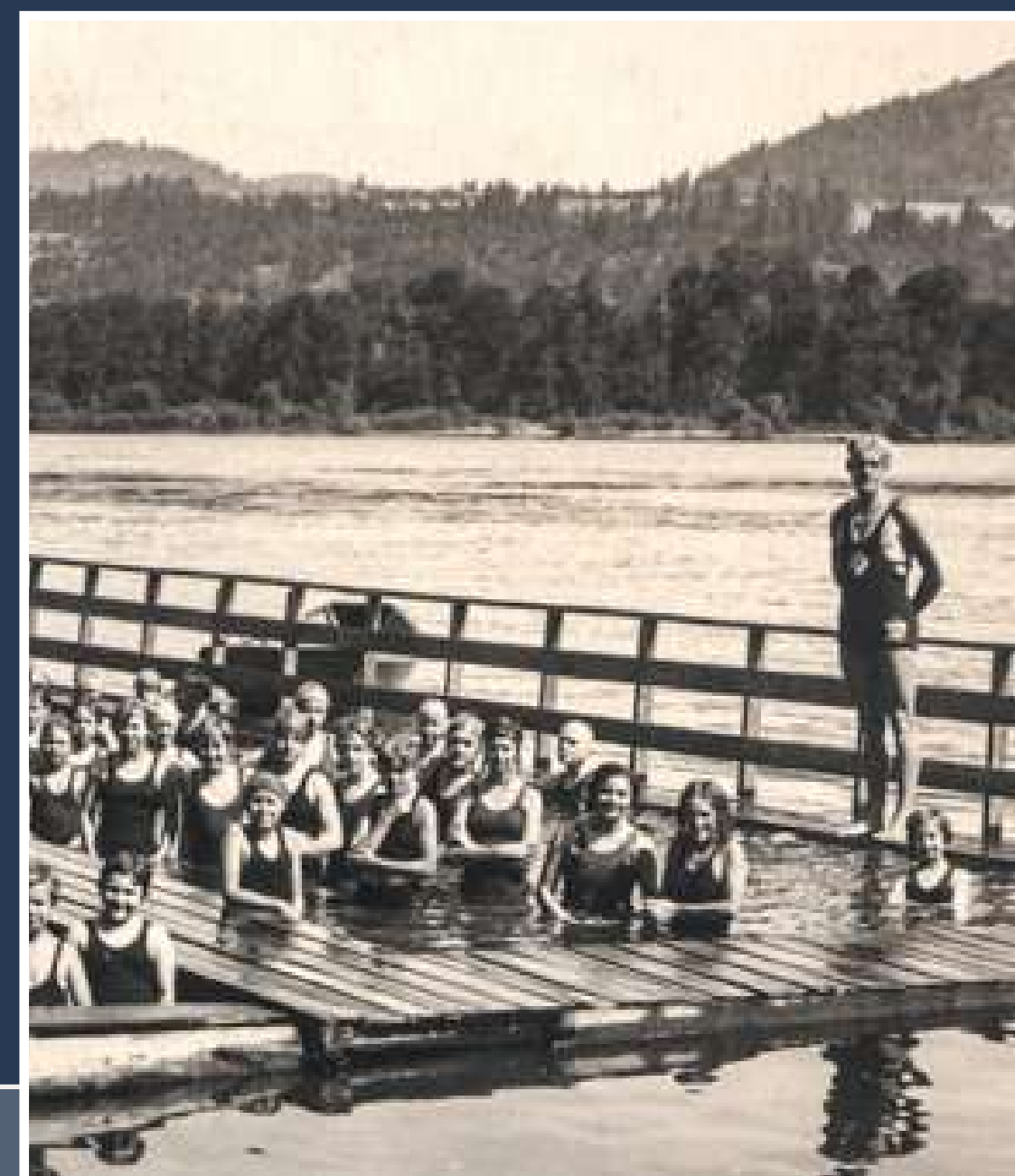
KOBERG BEACH



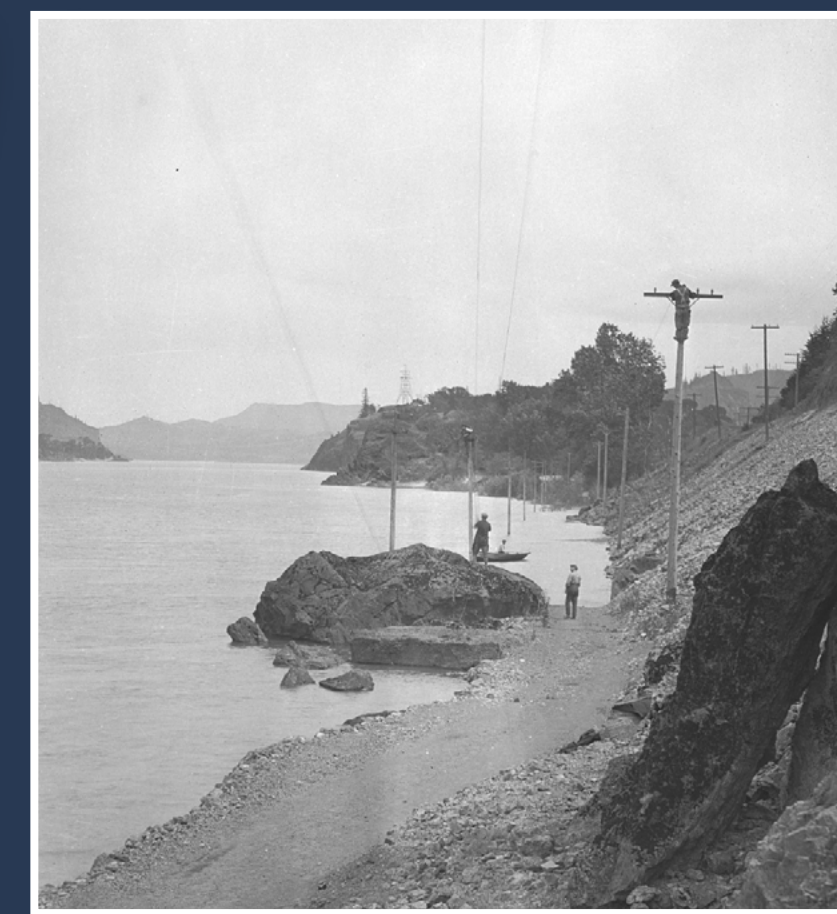
Koberg Beach was a popular spot in the early 20th century. The area behind the diver is the site where the grand pavillion would be built in 1927, complete with a large dance hall.



Long before Hood River became known as the “windsurfing capital of the world,” it was a well-known destination for inland beach-goers with Koberg Beach Resort a main draw. In 1894, John H. Koberg, an immigrant from Schleswig, Germany, purchased 120 acres of land along the Columbia River just east of Hood River from Captain John Stanley. (Stanley Rock is a still visible promontory). The Koberg family farmed the rich soil of the river bottomland with asparagus, peaches, and tomatoes for Portland markets by 1910, the farm had become a popular picnic spot. Koberg built a massive stone pavilion into the side of Stanley Rock in 1927 that eventually featured three levels, including a shooting gallery, picnic and cooking amenities, a concession area and a dance floor. Prince and Clara Koberg, the children of John and Emma (Lage), served as lifeguards and swim instructors at the swim beach.



Rising waters behind Bonneville dam can be seen beginning to flood the grand pavillion at Koberg's Beach in this 1938 image.

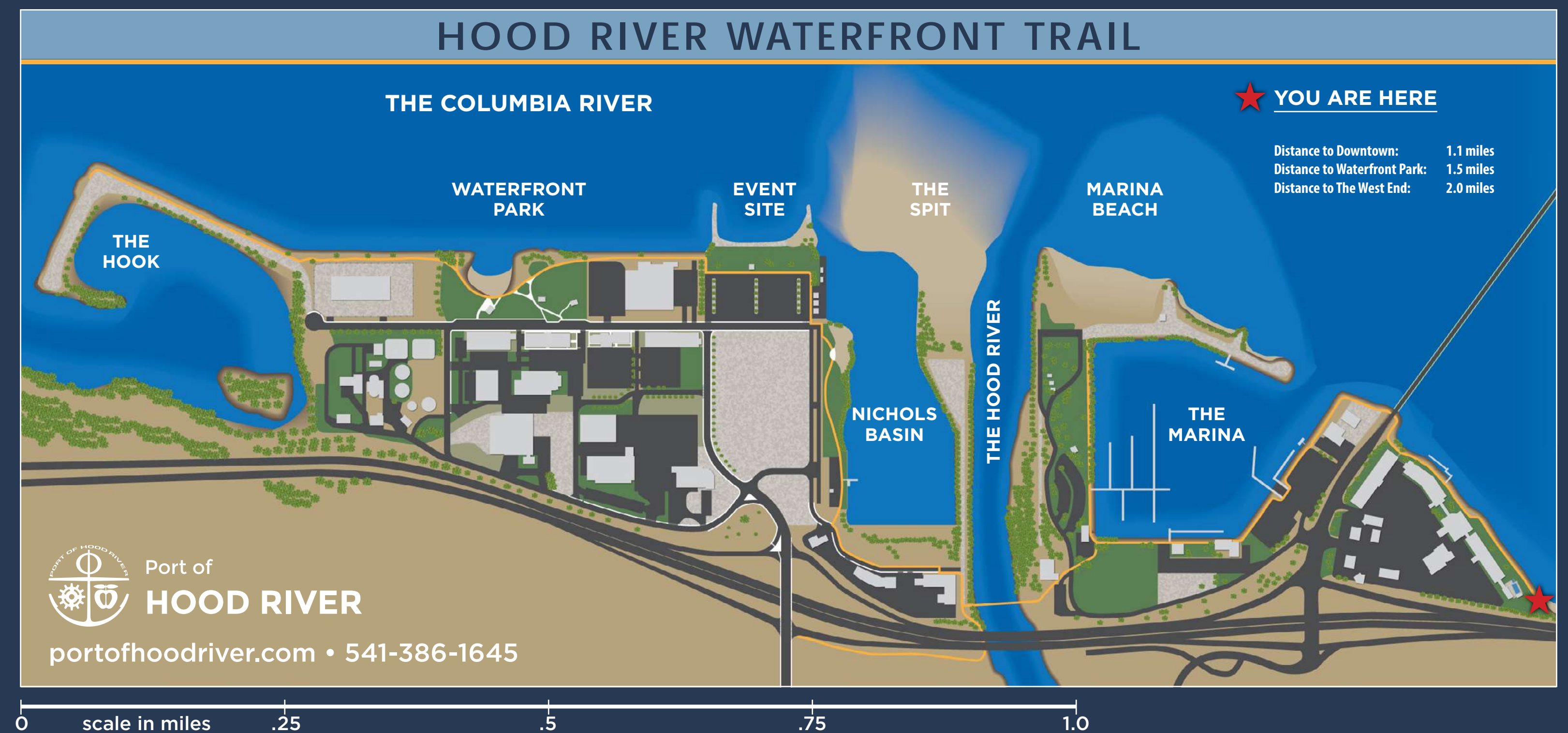


Lineman move power poles up as the waters rise, flowing over the seasonal road to Koberg. I-84 now crosses this spot at the level of the railroad high, up the gravel bank to the right.

After the Bonneville Dam was constructed in 1938, rising waters of the Columbia submersed the pavilion and most of the beach. In 1951, the federal government purchased the property for construction of what is now Interstate 84 plus a desired rest stop, now the Koberg Beach Oregon State Park. In 1997, Native American fishery rights at the site were enforced and the far eastern portion of the park is provided “in lieu of” lost fishing grounds.



Need Permissioon or replace
Ruins of the grand pavillion footings at present day Koberg Beach Oregon State Park 1 mile east of here.



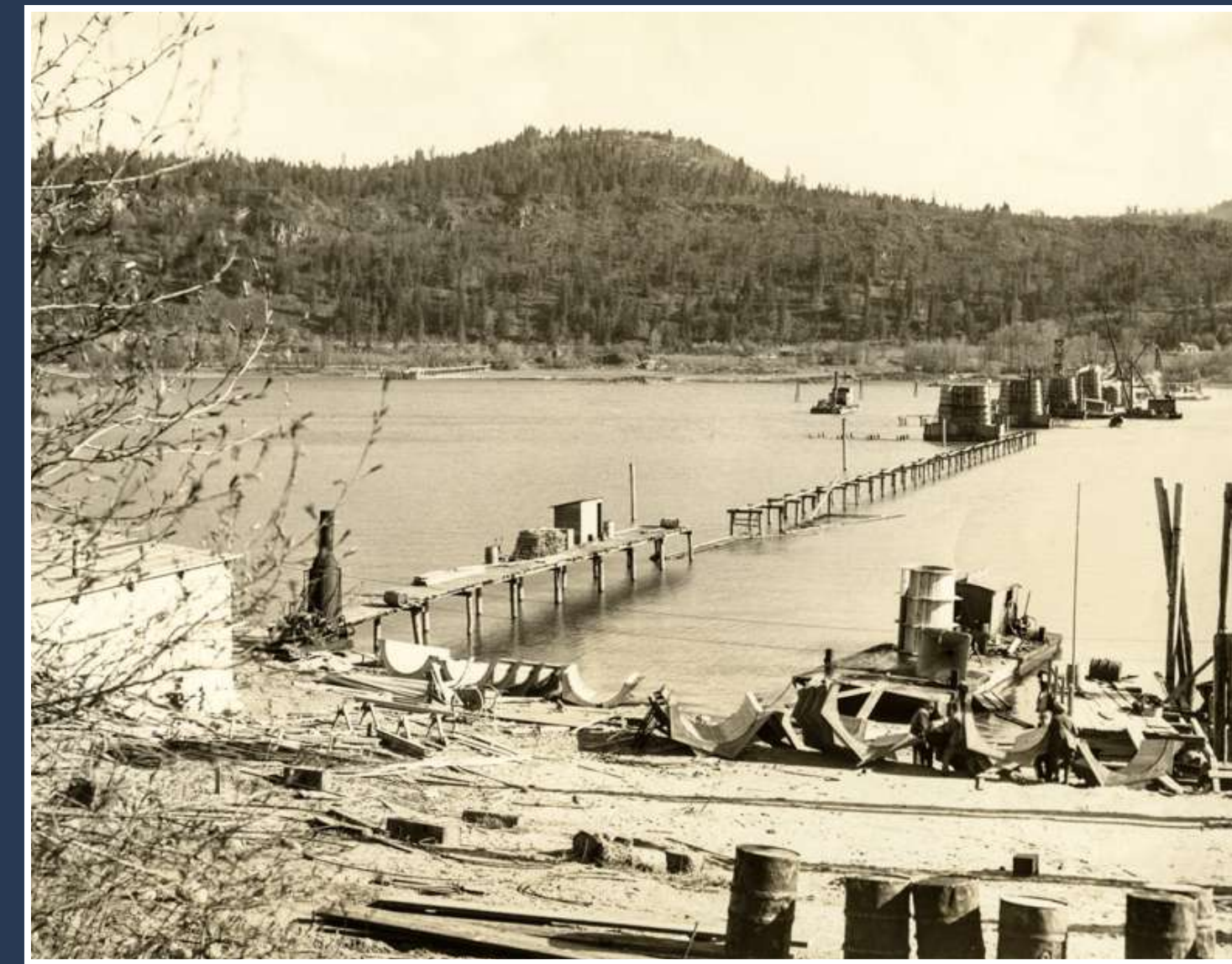
HOOD RIVER-WHITE SALMON INTERSTATE BRIDGE

The 4,418 foot long steel truss bridge connects the communities of White Salmon and Bingen, Washington with Hood River, Oregon, serving as a critical freight and commuter link that connects Interstate-84 in Oregon and SR-14 in Washington. The 28 communities along the Columbia River in this region are connected by three bridges, with the Bridge of the Gods in Cascade Locks and The Dalles Bridge each located more than 20 miles from Hood River.



Prior to Bridge construction, locals, visitors and cows! crossed the Columbia on one of a number of ferry services.

Originally called the Waucoma Interstate Bridge, it opened to traffic on December 9, 1924. The toll at that time was 10 cents to walk across; 20 cents for an animal led, driven or ridden; 20 cents for a bicycle; and 75 cents for a car or animal-drawn vehicle. Before the bridge was constructed, local residents and visitors from Portland

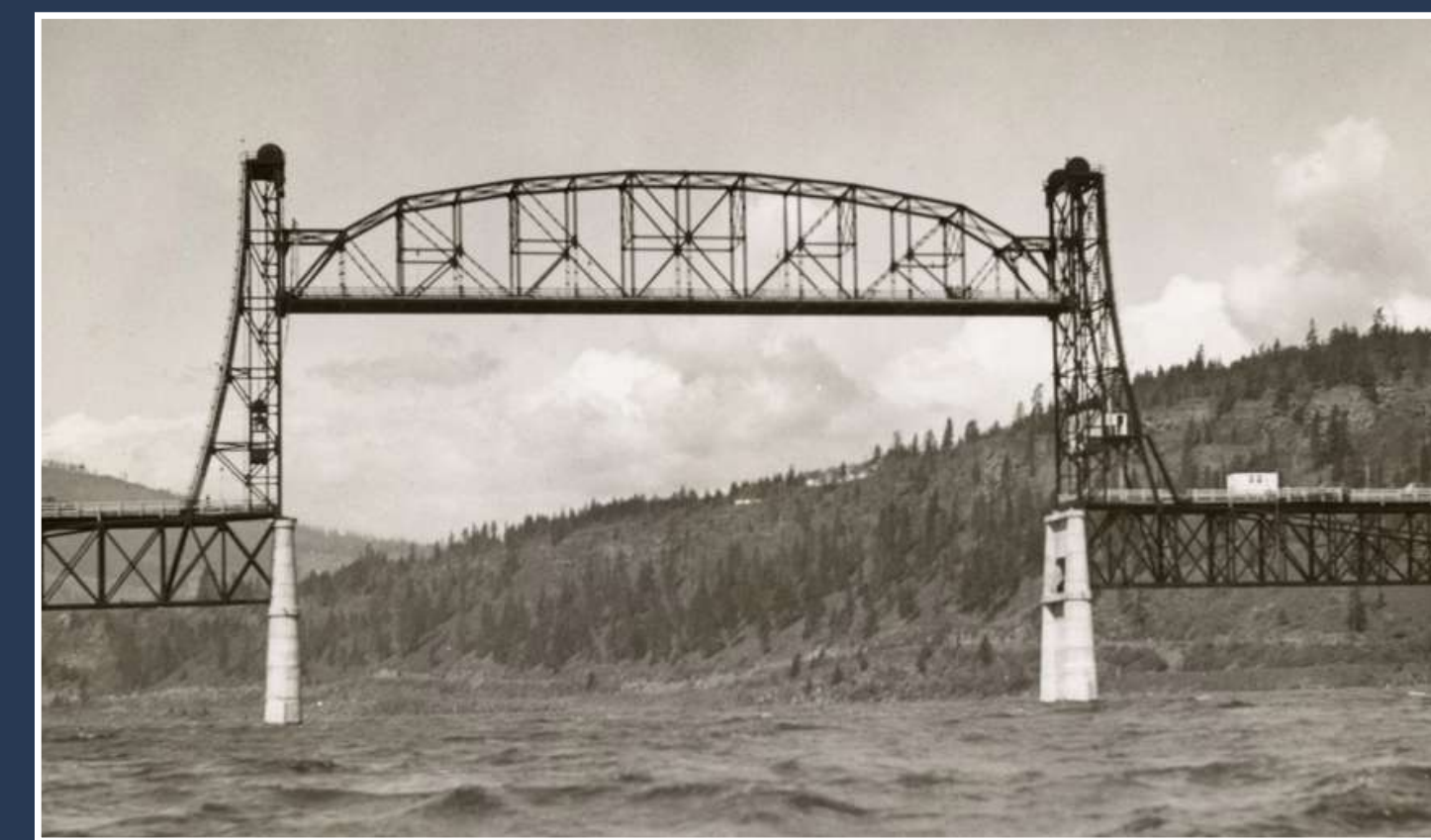


The Hood River-White Salmon Interstate Bridge was built in 1924 by a private company, the Oregon-Washington Bridge Company, during a boom era for steel bridge building in the region.

could board one of several small ferries for transport across the river or catch a ride on one of the famous sternwheelers that plied the Columbia between The Dalles and Portland. (You can learn more about the ferries and sternwheelers at the sign kiosk located near the Hood River Foot Bridge further west of here).

Today, a significant effort involving communities on both side of the river is underway to replace the bridge with a modern structure that better meets the needs of both the vehicle and marine freight-carrying industries. The bridge's narrow travel lanes, with no shoulder or bike lane, have long been a choke-point for regional traffic patterns and the bridge is weight limited to 50,000 lbs – less than the average fruit truck would be when carrying a full load.

The horizontal clearance of the navigation channel under the lift span is only 250 feet wide, and poorly aligned for navigating in the legendary Gorge winds and the narrow channel. The minimum federal recommendation is 450 feet. As a result, the bridge is well known as the most often struck object in the entire Columbia-Snake River system. Over nine million tons of commercial cargo traveled under the



Threading the needle – the navigation channel under the bridge lift span poses quite a challenge for the massive barges that ply the Columbia...especially in the frequent high winds.



The nearly 100 year old bridge was obviously not designed with today's vehicles in mind.

bridge's lift span in 2012, to/from as far east as Lewiston, Idaho. Barge traffic on the lower Columbia River continues to grow, with barge operators annually hauling more than three million tons of wheat and barley, and millions of barrels of petroleum products, logs and wood chips.



THE HISTORIC AND PRESENT DAY RIVER

Prior to the 1930's the Columbia River flowed freely from Canada to the Pacific Ocean at Astoria. The river flowed past Hood River as a wide flat current but many areas such as Cascade Locks and Celilo featured treacherous rapids that had to be avoid by extensive over land portages and later could only be navigated through a series of locks. Native peoples fished these sites and many others for thousands of years. In the early 20th century, the federal government realized the River's potential



The massive amount of water flowing through the Columbia Gorge (here at Celilo Falls), made the river a prime location Native People salmon fishing but also for hydropower

to generate plentiful low-cost hydropower, reduce flooding and increase commercial navigation possibilities through the construction of a series of dams. Bonneville was the first, completed in 1938. It created the Bonneville Pool,



Bonneville Dams set the stage for power production and better navigation in 1938 and created the Bonneville Pool.



Multnomah Falls' dramatic 620' drop was created by the repeated and unimaginable Missoula Floods that tore through what is now the Gorge 13,000-15,000 years ago.

essentially a lake that you are looking at now. There are now 14 hydropower dams on the main stem of the Columbia. The Mica Dam in British Columbia is the furthest upstream - 850 miles north of here. Not without controversy, the dams flooded ancient tribal fishing sites and have had significant impact on the ability of spawning fish species to reach their spawning grounds - often far upriver. The dams have affected the course of the river but natural processes have as well. The greatest natural events were the Missoula Floods that occurred 13,000-15,000 years ago at the end of the

last ice age. These disastrous floods (one of which is thought to have discharged 13 times the amount of water in the Amazon River), hundreds of feet deep, tore through the Gorge creating the steep walls and waterfalls we see today. More recently, glacial outbursts on Mt Hood in 1996 and 2006, created the vast sandbar at the mouth of the Hood River. The dams effect on navigation and commerce has been immense. The section of the Columbia and Snake Rivers between Portland and Lewiston, Idaho move nearly

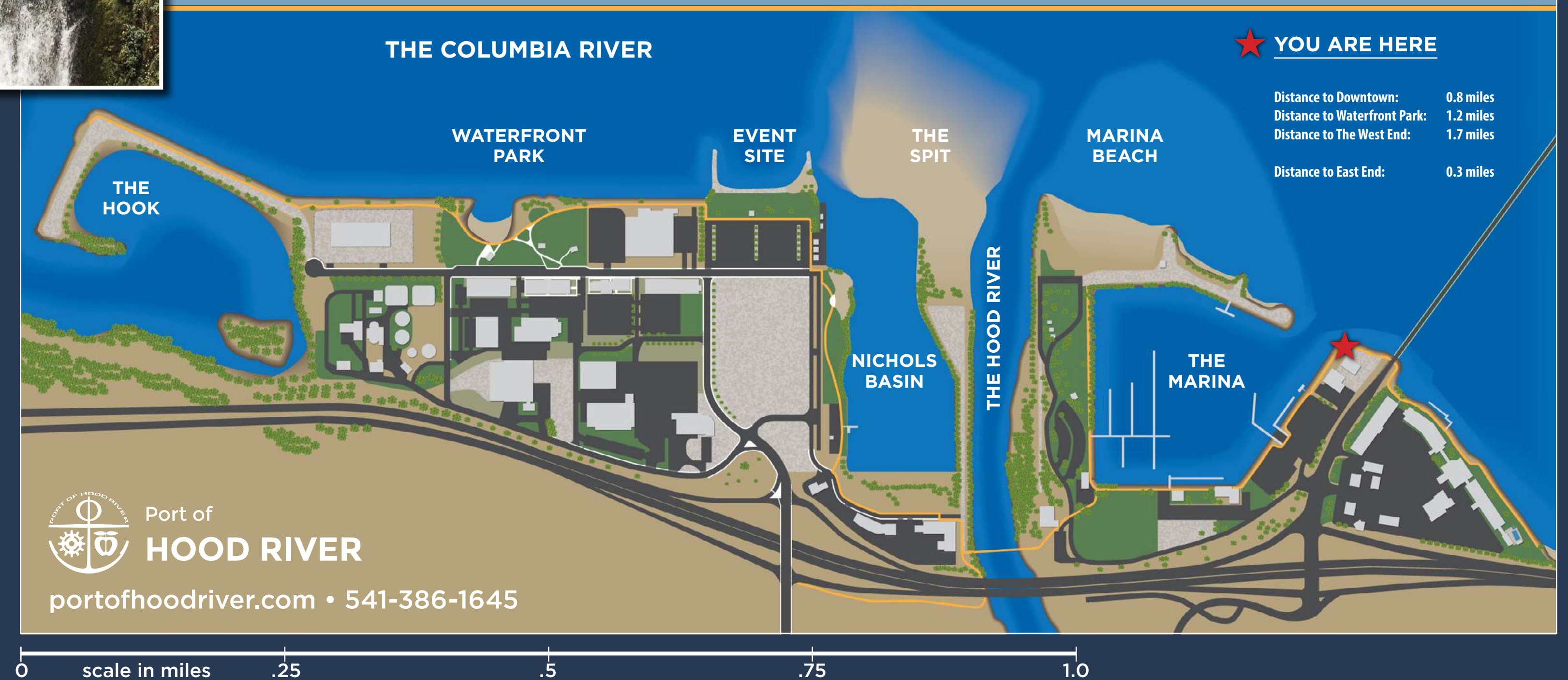


A tremendous amount cargo passes through the Gorge each year on tug driven barges.

nine million tons of of commercial cargo including half of the wheat exported from US each year. Over 25,000 cruise ship passengers explore the region each year, as well.

ADDITIONAL RESOURCES FOR MORE INFORMATION
 Hydropower and dams - nwcouncil.org
 Missoula Floods - en.wikipedia.org/wiki/Missoula_floods
 Tribal Fishing - critfc.org
 pnwa.net/factsheets/CSRS.pdf

HOOD RIVER WATERFRONT TRAIL



THE HOOD RIVER MARINA

The Marina area complex has been used for recreation by residents and visitors alike for well over a century. The first Marina docks were originally on the west side of Nichols Basin (dedicated as Hood River Harbor in 1962) at the foot of 1st Street. The 1960s saw major changes to the Hood River waterfront as the sometimes swampy area was transformed with fill from the Interstate 84 construction into a large area of developable land. The Hood River Marina you see before you was



Locals and visitors have long been drawn to the waterfront in this spot during the summer, much like this crowd in the early 1900s long before the Marina Basin was built.

developed beginning in 1968. The work consisted of installing groins, rip-rap breakwater and hydraulic fill to create a 24-acre enclosed basin and 19 additional acres of uplands. The Marina currently offers nearly 160 boat slips. Other



Before any of the extensive fill happened at the waterfront, a lone breakwater/road known as "the Mole" extended out into the Columbia from 1st Street, providing a calm spot for the first marina and yacht club shown here in 1938.

uses of the Marina include kayaking, small sailing craft, floatplane docks, community education sailing classes, and Hood River Yacht Club activities. The dock on the north side is reserved for small cruiseship vessels that visit Hood River spring through fall.



The construction of I-84 in the 1960s created a vast amounts of fill allowing for creation of Nichols Basin (seen here) and subsequent fill in the area at the top of photo which would become the Hood River Marina.

The Marina Beach offers plenty of grass and sand for families to enjoy the waterfront. The Hood River runs into the Columbia at this site and users should be aware of the strong currents in both rivers.

The Marina Green offers space for larger events and the Marina Park's picnic shelter offers space for smaller family gatherings.



Local sports teams are among the many users of the large grassy area to the south of the Marina Basin



One of several small cruise ships (the Queen of the West) make stops at the Marina primarily in the Spring through Fall.

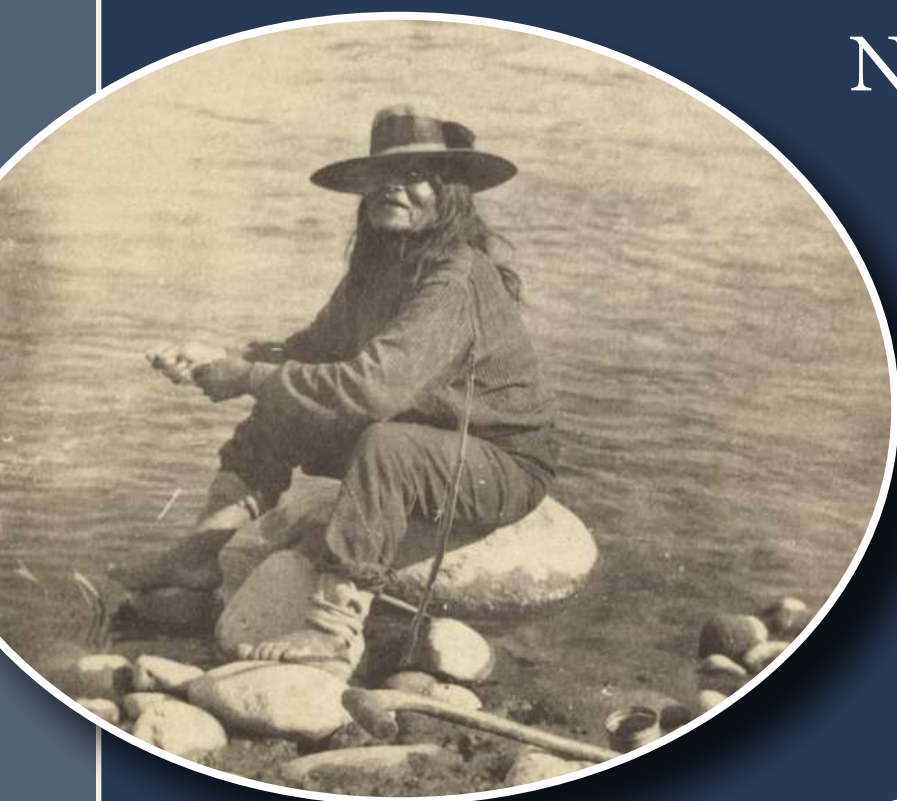


Community Education sailing classes have become very popular in the sheltered Marina Basin.



NICHOLS BASIN HISTORY

The protected lagoon you see before you has a long and varied history. Native Americans used the confluence of the Columbia and Hood rivers for fishing and hunting grounds and tribal members continue to exercise treaty rights in the area today. What is now known as Nichols Basin was actually created in the early 1960s with fill from the I-84 construction. The Nichols family started a boat yard in this spot in 1941 after the completion of Bonneville Dam and subsequent flooding of the marshy areas of the Hood River waterfront.



George Tomileck Chinidere, last reigning Chief of the Wascos fishing, likely near this spot, in the early 1900's. Chindere died in 1917 reportedly at the age of 100.

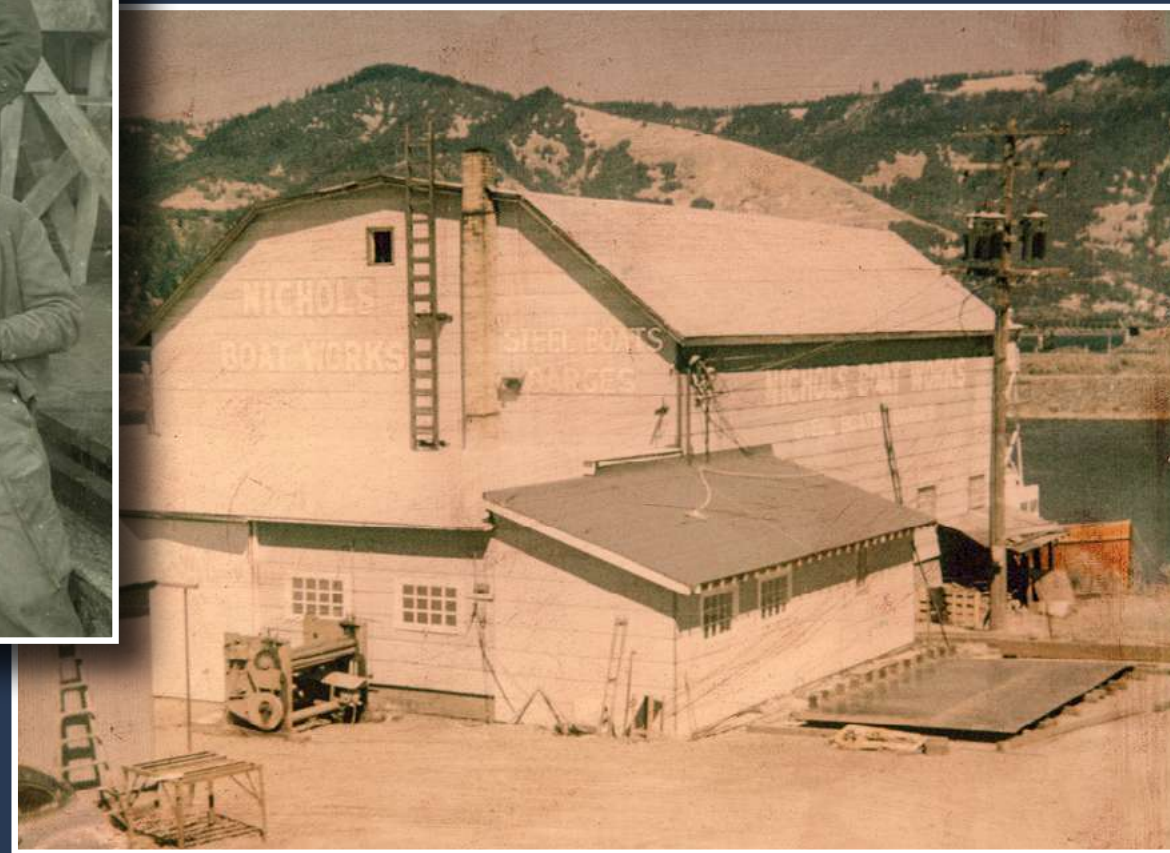
Native tribes, including the Wasco, inhabited these shores for eons before Lewis and Clark made their way through the Gorge in the early 1800s. Tribes continue to fish at many spots along the rivers, but many ancestral homes and fishing areas were lost to flooding caused by the dams.

The flooding also brought an opportunity to Mark Nichols in 1941 after an extension of 1st Street was built out into the newly created Bonneville. The Nichols Boat Works



The Nichols Boat Works crew in 1942. Founder Mark Nichols is front row, second from right.

The original Nichols Boatworks building on the west side of the 1st Street Extension (also none locally as "the mole."



building and a small marina were developed along the banks. When the Interstate was built in the 1960s, the existing basin was created, and the Boat Works moved from the west side to the south side. For three generations, Nichols built and repaired many of the barges and tugs that still ply the waters of the Columbia and beyond. After construction and repair dry spell in the mid 1990, Nichols closed for good in 1998.



A barge on the launch/landing tracks of the Nichols Boat Works on the south side of the basin in 1968. The small marina in the background would soon move to the new marina basin created on the east side of the Hood River.

ADDITIONAL RESOURCES FOR MORE INFORMATION
 I-84 construction - en.wikipedia.org/wiki/Interstate_84_in_Oregon
 Wasco Tribe - wscat.org/community/history/
 Columbia Riverkeeper - columbiariverkeeper.org
 Black Crowned Night Heron - columbiainsight.org/discovery-in-nichols-basin-2/
 Other Bird species: northwestbirding.com/HoodRiverCo/

With little human activity in the early 2000's the basin teemed with wildlife, especially on the eastern shore where migratory and resident birds nested. Of particular note is the Black Crowned Night Heron, whose only known wintering area in the Columbia Gorge is here in Nichols Basin. Other herons, hawks, osprey and other species can also often be seen.



Black Crowned Night Heron

Beginning in the mid 2010s, The Port began cleaning up and landscaping the west edge of the Basin. Commercial development occurred on the south side where the Boat Works used to sit. Conservation organization Columbia Riverkeeper negotiated a conservation easement to restore nearly three acres of a the industrial site as a buffer between development and the river. Their efforts have planted hundreds of native species and educated area youth about the importance of these natural spaces.

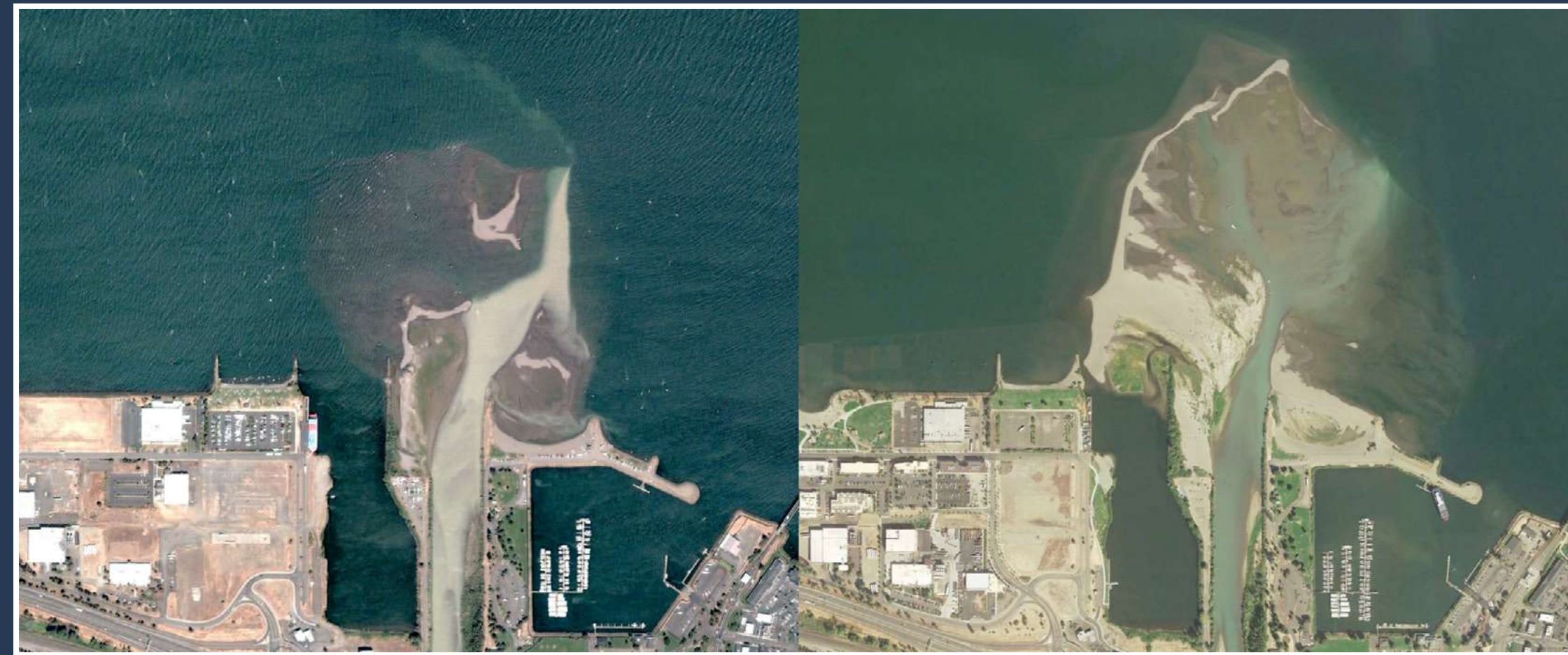


Columbia Riverkeeper engages with the local community to clean up the the old Nichols Boatworks site at the south end of the Basin.



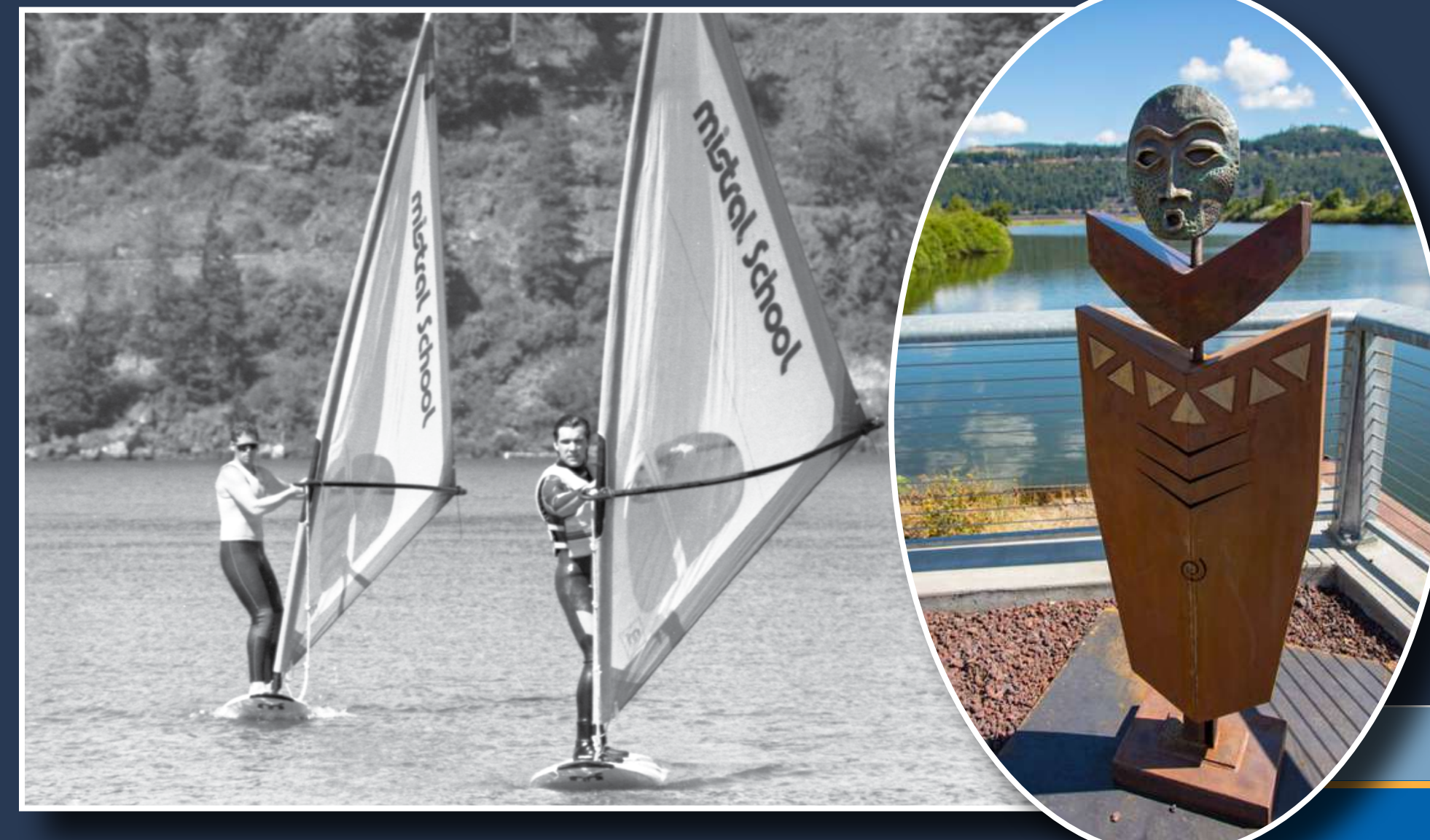
NICHOLS BASIN WATER PLAY AND ART

Nichols Basin was created in the 1960s in part with fill from the construction of I-84. Its proximity to downtown has always attracted water enthusiasts and sightseers alike. In addition to Hood River's first make-shift marina until the late 1960s, the basin was home to Nichols Boat Works from 1941-1998. Prior to the glacial outburst floods in 2006, which effectively cut the basin off from the Columbia River, cruise ships docked at the former cruise ship dock, now occupied by food and recreation concessions to your left. Frog Beach at your left was



The Nichols Basin Area prior to 2006 was deep enough to accommodate large cruise ships like the blue and red one seen in above left 2004 image. The glacial floods of 2006 cut the basin almost entirely off from the big river and created the giant sand delta know as the Spit (seen in 2018 above right).

previously an unimproved small boat launch and parking area until the path and park were developed in 2015-16 by the Port. The beach and the Basin are now immensely popular with beach and watersports users year-round.



Windsurfing Lessons in the 1980s

The beach and basin have, for decades, been a launch point for locals with small fishing boats, canoes, kayaks and sailboats, as well as popular place to shore fish. In the mid 1980s the spot was "discovered" by windsurfers as a wind protected area to learn and launch into the larger river. The mid to late 1990s saw the arrival of kiteboarders who also used the beach and basin until the giant sandbar (the Spit) was created from glacial

outburst floods on the Hood River in 2006, created a haven for kiteboarders. The 2000s saw the growth of stand up paddle boarding, outrigger canoeing and surfskis, all of which remain tremendously popular. Please be aware of all this beach activity on busy days and respect the wind which can sometimes move equipment unexpectedly.

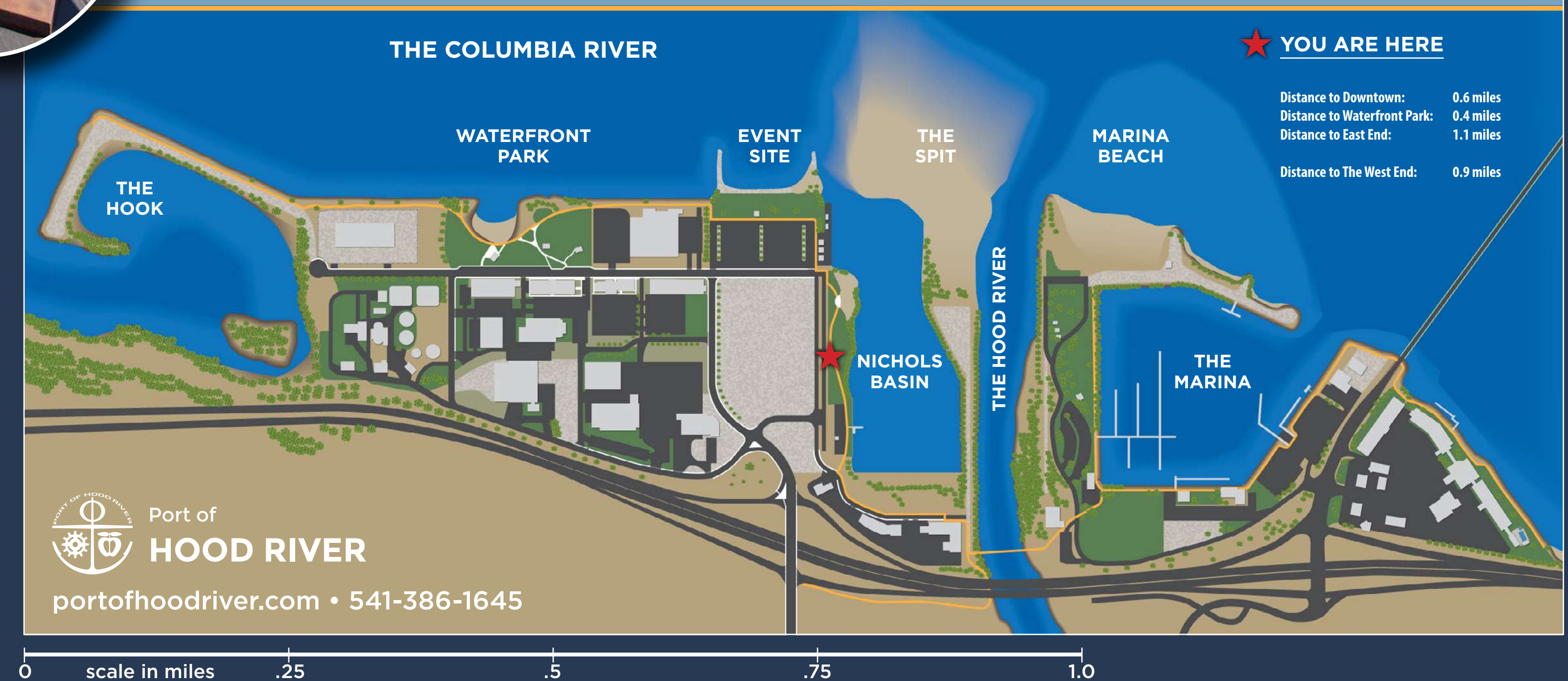


You may have noticed sculpture and artwork along the Waterfront Path in both directions including here at Frog Beach and the Nichols Basin section. This art is made possible by Art of Community, established in 2014 to build on the unique relationship between the communities and artists of the Columbia River Gorge. Public art turns ordinary spaces into community landmarks, promotes community dialogue and, most importantly, it is accessible to everyone. The Art Walk continues into downtown Hood River and has an audio tour app available on their website. Some participating art is permanent while others rotate about every two years and are for sale by artists.



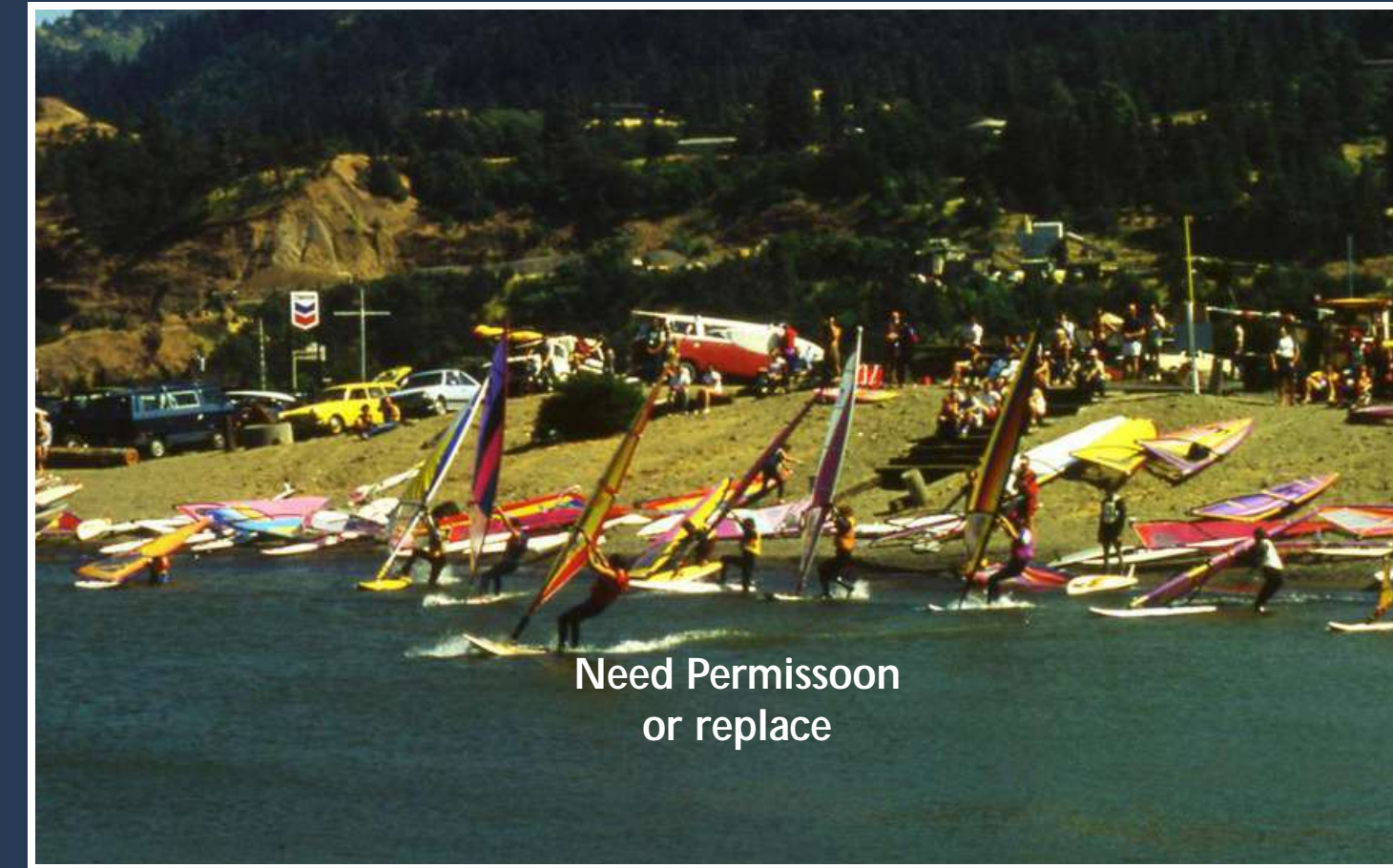
ADDITIONAL RESOURCES FOR MORE INFORMATION
Art Walk - art-of-community.com

HOOD RIVER WATERFRONT TRAIL



THE EVENT SITE HISTORY

The Hood River Event Site was created in 1991-92 by the Port of Hood River at a cost of \$1 million, including \$317,000 in lottery funding. The project included improving the cruise dock at its east end as well. The exploding popularity of windsurfing in the late 1980s was partially behind the development of the site. At the time, the only developed launch point for windsurfing recreation and events in Hood River was the Marina Beach east of here. Events like the Gorge Pro-Am brought hundreds of competitors and thousands of spectators to a beach that was not equipped to handle the crowds. The Event Site was designed with events in mind and the site is one of the most popular launch sites in the Gorge.



Prior to the creation of the event site, most watesports events like the 1984 Gorge Pro-am windsurfing races pictured happened at the Marina Beach

places they could find. Hood River fit the bill perfectly. Groups of sailors from British Columbia and Seattle began to caravan down to this new mecca. As their exploits were documented in magazines and film, the world of windsurfing descended on Hood River.

Windsurfers, were later joined by kiteboarders, wing foilers, paddle boarders, outrigger canoeists and surfskiers, to make the Event Site the seasonally bustling launch that it is today.



Modern windsport gear is perfectly suited to the high winds of the Gorge.



Prior to 1992 the Event Site location was used by windsurfers willing to brave the dirt parking and the rocky steep ramps to the water.

While the river rock beach is quite wide, it can become very crowded with equipment and varying skill levels of all sports. Be mindful and respectful of the equipment as gusts of winds from the west can throw things about unexpectedly. Because of the length and near invisibility of their control lines, kiteboarders are not permitted to launch or land at the Event Site. They can



The Port of Hood River opened the Event Site in 1992 with a grass lawn and protective breakwaters. It quickly became one of the more popular recreation sites in the central Gorge.

prepare their gear at the east end but must carry their gear out to the large sandbar known as the Spit to launch and land. The size of the sandbar fluctuates with the height of the river which is controlled by the US Army Corps of Engineers.

ADDITIONAL RESOURCES FOR MORE INFORMATION
 Gorge Wind and Water Sports - cgw2.org
 Windsurfing in the Gorge - gorgeconnection.com/windsurfing/history.php
 Kiteboarding history - gorgeconnection.com/windsurfing/history.php



Windsurfing has its origins in the 1960s, primarily as a light wind sport. The sport gained popularity in the 1980s as both the quality of the equipment and skills of the sailor increased. Shorter boards and more controllable sails led windseekers to search for the windiest/waveiest

The original Windsurfer™ was rudimentary by today's standards and was more suited, generally to lighter winds.



WIND, WEATHER AND GEOLOGY OF THE GORGE

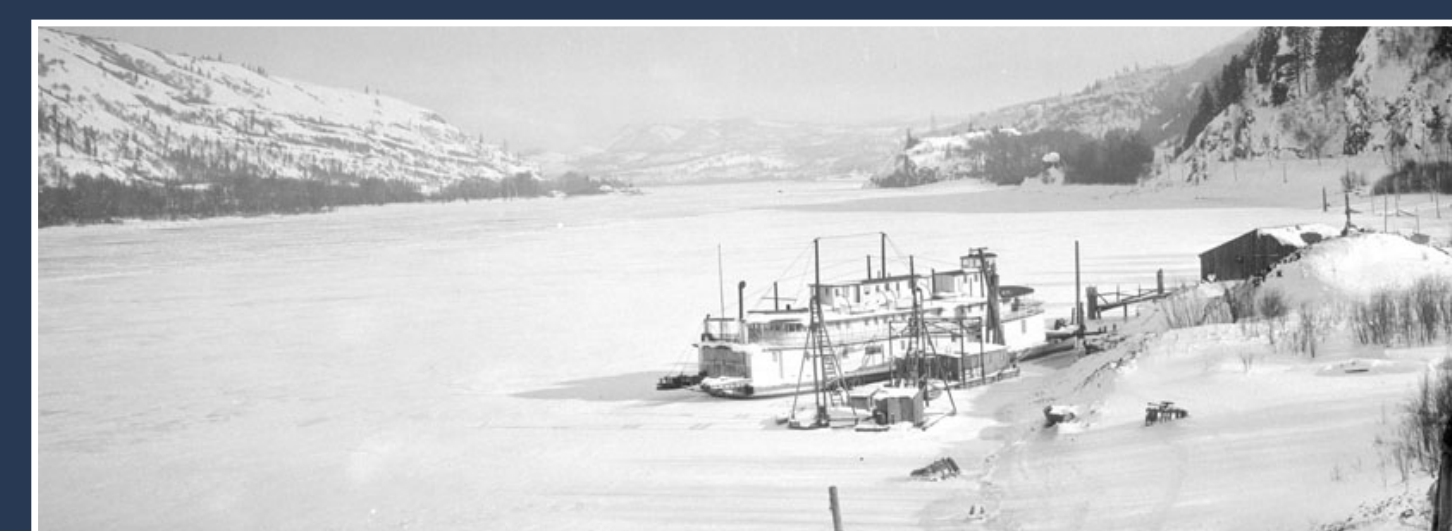


This panorama taken from Underwood, WA illustrates the transition of the climate from rain forest to the west and dry scrub oak to the east. The arrow points to the Hood River waterfront.

The Columbia River Gorge National Scenic Area Act was signed into law on November 17, 1986. The Act mandates the protection and enhancement of scenic, cultural, natural and recreation resources as well as the protection and support of the Gorge economy. A total of 292,500 acres were designated for special protection on both sides of the Columbia.

The spectacularly beautiful Columbia River Gorge National Scenic Area stretches 85 miles and includes portions of three Oregon and three Washington counties. Formed by ancient volcanoes and sculpted by incredible floods, the Columbia River Gorge carves an impressive corridor through the Cascade Mountains in Oregon and Washington as the only sea-level route from the Great Basin to the Pacific Ocean. River elevation here is 80 feet above sea level.

The western Gorge, with an average annual rainfall of 75 inches, is a place of misty mountains, rich forestlands and more waterfalls than any area in the country. The eastern Gorge, with an annual rainfall of less than 15 inches, is a place of rim-rock bluffs, rolling hills, farms and ranchlands. You are standing in between these extremes. Downtown Hood River receives about 30 inches of rain and 17 inches of snow per year but totals differ dramatically across the county. The difference is evident from this viewpoint if you look to the hills across the river. To the west are walls of evergreen hills. To the east, vegetation grows sparser on the way to the arid high desert.



Though generally a mild climate, the winters have sometimes been severe enough to freeze the Columbia solid.

The geology of the Gorge also influences the significant wind that blows through the area. During the warmer months, the high desert will generally be much warmer than Portland and the coastal areas. This hot air rises, creating lower pressure. The cool air to the west rushes through the Gorge (typically in the 20-30mph range) to replace the rising air. In the winter, arctic air from Canada will periodically settle over the high desert. This dense cold air then rushes towards warmer



100+mph winds can turn the Columbia River west of Bonneville Dam into liquid smoke during wintertime cold weather events.



West winds, primarily in the spring and summer, blow against the current to generate large swells and even breaking waves that draw wind and wave seekers from around the world.

areas of the Willamette Valley. During extreme pressure differentials, winds can blow in excess of 100 mph. The west winds of spring and summer blow against the current of the river, generating ocean-sized swells in some stretches, much to the delight of windsurfers and kiteboarders while, adding to the stress of boat and barge pilots.

ADDITIONAL RESOURCES FOR MORE INFORMATION
 Geology of the Gorge - <https://iafi.org/columbia-gorge-geology-in-2222-minutes/>
 Hood River Climate - <https://www.weather-us.com/en/oregon-usa/hood-river-climate>
 Winds in the Gorge - https://www.youtube.com/watch?v=1yHLBe6__rc



DROWNING DANGER

STRONG CURRENTS

STEEP DROP OFF



Life jackets recommended

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Commission Memo



Prepared by: Michael McElwee
Date: October 5, 2021
Re: Fall Planning Agenda

Our Fall Planning Work Session is scheduled for November 2, 2021.

This special meeting is when the Commission typically focuses on strategic issues, policy matters and long-term project efforts. It is an opportunity for the Commission to engage in more extensive discussion on important topics than time allows at a regular meeting. Staff typically prepares a brief discussion paper to frame each topic, but there is limited emphasis on staff presentations. The most important outcome is for the Commission to engage in discussion among themselves and determine any specific direction to staff.

It is important that the agenda include all the matters the Commission wishes to devote time to. The attached draft agenda was distributed via email on September 24 to the Commission. There have been some changes based on input received.

The goal of this meeting on October 5 is for the Commission to give final direction on the agenda so staff can prepare meeting materials in the next few weeks.

RECOMMENDATION: Discussion.

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Agenda
2020 Fall Planning
Work Session

November 2, 2021, 1:00 – 5:30 P.M.
Via Video Conference

I.	Overview/Objectives	<i>5 min.</i>	<i>Ben Sheppard</i>
II.	Financial Overview	<i>25 min.</i>	<i>Fred Kowell</i>
	<ul style="list-style-type: none"> • 10-Year Financial Model <ul style="list-style-type: none"> ▪ Reserves ▪ Debt Obligations • Revenue/Expense Highlights <ul style="list-style-type: none"> ▪ 3-5 Yr. Operating History ▪ Allocation of Bridge Revenues • Debt Capacity Framework 		
III.	Key Issues Discussion		
	A. Fiscal Sustainability Planning	<i>30 min.</i>	<i>Fred</i>
	B. Hood River Bridge - Existing	<i>30 min.</i>	<i>Michael/John</i>
	<ul style="list-style-type: none"> • Capital Maintenance Plan • Near-term Capital Projects • 2021 Toll Increase 		
	C. Hood River Bridge Replacement	<i>30 min.</i>	<i>Kevin</i>
	<ul style="list-style-type: none"> • Strategic Work Plan • Legislative Strategy • BSWG Role • Funding Approach 		
	D. Real Estate Development Strategy	<i>30 min.</i>	<i>Michael</i>
	<ul style="list-style-type: none"> • Waterfront Properties • Other Properties 		
	E. Airport Opportunities	<i>30 min.</i>	<i>Greg</i>
	<ul style="list-style-type: none"> • FBO Facilities • Revenue Generation 		
	F. Ordinance 24	<i>30 min.</i>	<i>Daryl</i>
	G. Communications Plan	<i>30 min.</i>	<i>Genevieve</i>
IV.	Discussion Session – Other Issues		
	<i>Open discussion, time permitting.</i>		

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Commission Memo



Prepared by: Greg Hagbery
Date: October 5th, 2021
Re: Airport Ground Leasing

The Airport Advisory Committee (AAC) has recently engaged in multiple discussions on the topic of ground leases. In the past, Port staff performed some initial evaluations on the potential returns for Port-financed construction versus Ground Lease. The preliminary conclusion indicated that Port-financed improvements did not provide a desirable rate of return. Ground leases are common practice at General Aviation Airports as a mechanism for Airport Sponsors to serve civil aviation needs by enabling non-FAA fundable improvements while limiting debt capital. Section 12.2 of the FAA Airport Compliance Manual states, "...In most instances, the sponsor will turn to private enterprise to provide the aeronautical services that make the airport attractive and self sustaining." Committee members recognized the need for provisions in ground leases that enhance the ability for an Airport Sponsor to maintain management authority over the life of the lease. Several pros and cons were considered during the AAC discussions:

Pros:

- Ability to create revenue with minimal capital requirement
- Solves a high demand for additional hangar space and ensures a mechanism to increase desired indoor aircraft space for the civil aviation community
- Ability to develop lease structures that can provide a greater capability to maintain management authority

Cons:

- Loss of absolute authority over airport real estate
- Possibility of preclusion from future use for undeveloped tracts
- Greater revenue is generated from leasing structures than ground leases

The ACC further identified key subjects an aviation ground lease should address and manage through terms and conditions embedded in the lease. Those subjects include:

- Restrictions on subleasing
- Maintenance requirements and upkeep
- Reversion clauses
- CPI increase to lease rate to ensure market rate
- Restrict nonaeronautical usage
- Limit to lease term

Staff is seeks Commission discussion and direction on how to proceed.

POSSIBLE DIRECTIVES:

- A. Decline to consider ground leasing completely
- B. Draft a Ground Lease template that includes key terms and conditions that consider subjects related to enhanced management authority and provide it to the Commission for review.
- C. Further evaluate Port-financed construction scenarios in tandem with the development of a Ground Lease template.

RECOMMENDATION: Discussion.

Administration

- A reminder that the annual Fall Planning meeting is now scheduled for November 2. A draft agenda was distributed on September 24th and Commission input is sought at tonight's meeting.
- The board/governance training session is now scheduled for the October 19th Commission meeting. The training will be held in executive session with Eileen Eakins, attorney and SDAO trainer.
- The PNWA annual meeting is scheduled for October 19-22 at the Heathman Lodge in Vancouver. I am on the PNWA Executive Committee so will attend all four days. Commissioner Fox will also attend. Any other Commissioners interested in attending should notify Genevieve as soon as possible as room reservations fill quickly.
- Thank you to Commissioners Sheppard and Fox, and to the Bi-State Working Group for attending the meeting with Senator Merkley on September 24. Thank you also to Facilities Manager John Mann and his crew for providing the Senator a tour of the bridge and visit to the lift span control room.



Waterfront Recreation/Marina

- The City sewer treatment plant experienced a malfunction and high e-coli content discharge occurred west of the Hook on September 16. The Port was not notified so there were several calls from concerned citizens and groups. Daryl has been in contact with both the City and Columbia Riverkeepers to ensure better communication in the future.
- Preliminary construction plans for the Hook rigging areas have been prepared for final staff review by Bell Design Co. **See attached layout plan.** Over the next few weeks, staff

will be seeking contractor quotes. It is hoped that the project can commence in November, but that schedule is uncertain.

- Jonathan Jones, summer parking enforcement officer, finished his seasonal term of employment on September 30. Jonathan was a summer intern in 2019 when he evaluated invasive species on the waterfront and coordinated an effort to restore Frog Beach for recreational use. He recently completed training as a private security officer and will begin full-time employment with a private firm.



- The Concessionaire trailers at the Event Site Dock were removed by crane on September 28 marking the end of the six-month annual term. The Kite Concessions end move date is October 15th.
- Harvest Fest, October 15-17, and the Gorge Marathon, October 24, are on schedule and have been working with the local County Health Department under the direction of Dr. Christopher Van Tilburg with regard to Covid protocols. Their contract with the Port stipulates that the event coordinators must be in compliance with all State and Local guidelines, policies and mandates.
- Port water service along the waterfront will be shut down after October 15th for the season to prevent potential damage from freezing. All restrooms will be closed with port-a-potties put in place.

Development/Property

- A significant deterioration of the north window wall of the Jensen Building was observed on September 24. Two pre-cast panels have separated, and a noticeable gap has emerged. We have retained a structural engineer to evaluate this condition.
- PWK, a tenant in the Big 7 Building informed staff on September 24 that they were moving out of town and will no longer be occupying Suite 404. Their relocation stems from personal reasons. The tenant is aware that they will be required to continue to pay rent while staff seeks a new tenant.
- Staff and legal counsel continue to work through satisfactory resolution of a final amendment to the Amended Disposition & Development Agreement for the Expo Property. This amendment would recognize the delay in construction of the Phase II Building due to a variety of factors.

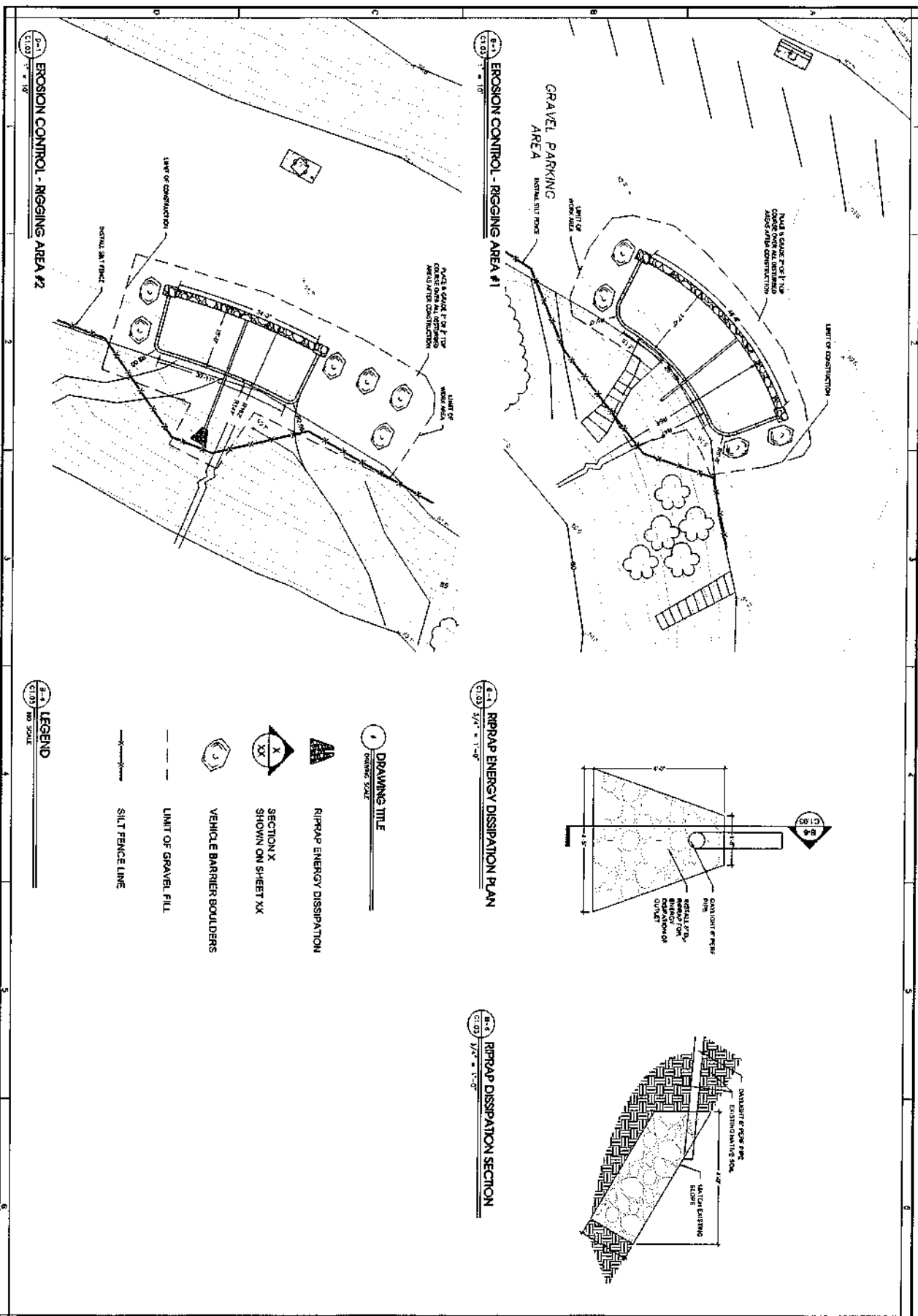
Airport

- Staff is working with Precision Approach Engineering, our new Airport Engineers, to prepare our annual CIP list for submittal to the FAA. The list summarizes priority infrastructure projects for each of the next five fiscal years and must be identified on the Airport Layout Plan (ALP). If approved, the FAA and Port are in alignment about how our accumulated entitlement funds will be used and when a larger FAA grant may be needed. The CIP list and detail about three priority projects are **attached**. Each conforms with the Port's Strategic Business Plan. The first priority project for FY22 is relocation of the anemometer.
- The annual COAR grant application has been submitted to the Oregon Department of Aviation. The grant is primarily intended to fill the 10% local match for any FAA-funded project.
- Tac-Aero, the FBO, has generously provided an updated air photo of the airfield and of the North Ramp area. See **attached**. Their offer stands for any Commissioner to meet with to discuss their ideas for future airfield improvements. If any Commissioner wishes to schedule an appointment with Tac-Aero, please contact me.

Bridge/Transportation

- A crew from Cascade Dive Co. began the underwater inspection of the bridge piers on September 28 and completed it on October 1. From their first day report, divers were able to complete inspection of Piers 7, 12 and 15 and potholed around Pier 8. Minimal netting has been encountered and weather conditions have been favorable.
- Pier cap inspections will commence on Tuesday, October 5. That work is expected to take about four days.
- Plans and specifications for the deck overlay project were completed by Coffman Engineers and delivered on October 1. This project is tentatively planned for spring 2022.
- Staff is working with HDR to finalize the operational plan for conducting the live load testing. Work is expected to commence on Saturday, October 9 through Sunday, October 24, including several contingency days. Single lane closures will be required on most days with six, double lane, 5-10 minute closures on each of three days for live load tests using a test truck. We will conduct significant outreach to our email list and local media so the public is as informed about possible traffic impacts and delays. The press release **attached** will run in the 10/6 edition of the "Columbia Gorge News."

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C1.03 1/4" = 1'-0" EROSION CONTROL - RIGGING AREA #2

C1.03 1/4" = 1'-0" EROSION CONTROL - RIGGING AREA #1

C1.03 3/4" = 1'-0" RIPRAP ENERGY DISSIPATION PLAN

C1.03 3/4" = 1'-0" RIPRAP DISSIPATION SECTION

C1.03 NO SCALE LEGEND

THIS LINE IS TO BE SHOWN AFTER SOFT RECONSTRUCTION

<p>DATE: C1.03</p>	<p>EROSION CONTROL PLAN THE HOOK RIGGING AREA EXPANSION PORT OF HOOD RIVER HOOD RIVER OREGON</p>		<p>BELL DESIGN CO. Civil Engineering & Land Surveying 100 WEST STEUBEN STREET, FLOOR 300, BIRMINGHAM, AL 35205 PHONE (205) 449-2866 belldesignco.com</p>
<p>PROJECT: PORT OF HOOD RIVER EXPANSION SHEET NO: 218205 DATE: 9/22/23 DRAWN BY: [Name] CHECKED BY: [Name] APPR: [Name]</p>	<p>CONTRACT NO. 218205 DATE: 9/22/23 SHEET NO. 218205 TOTAL SHEETS: 10 THIS SHEET IS TO BE SHOWN AFTER SOFT RECONSTRUCTION</p>		

Ken Jernstedt Airfield - Hood River, OR

FAA 2022 - 2027 5yr CIP Update/Summary - Projects/Funding to be coordinated with FAA Fall of 2021
September 2021

DRAFT

FAA FY YEAR	PROJECT	NPE Available from 2021 \$	67,299	NPE Available to following year (\$150K/yr)	NPE Carryover to following year	Planning Level Project Cost Opinion *	FAA Funding State Apportionment	Discretionary	PCCA Match 10%	Adequate Funding	Comments
2022	Weather Equipment Relocation, NE Taxilane Feasibility Study	\$ 217,299	\$ -	\$ -	\$ 240,000	\$ 217,299	\$ -	\$ -	\$ 24,200	YES	Includes: Remote wind sensor and upgrading AWOS. NE Taxilane Feasibility Study looking at zoning, utilities, permitting and ownership. Includes: Environmental, Design survey, Geotechnical, Design and Bidding.
2023	NE Taxilane Construction: Phase I - Design	\$ 150,000	\$ -	\$ -	\$ 165,000	\$ 150,000	\$ -	\$ -	\$ 16,700	YES	Includes: Construction and SDC Services
2024	NE Taxilane Construction: Phase II - Construction	\$ 150,000	\$ -	\$ -	\$ 665,000	\$ 150,000	\$ 450,000	\$ -	\$ 66,700	YES	NOTE: \$450,000 Requested Includes: Environmental, Design survey, Geotechnical, Design and Bidding.
2025	NW Taxilane Reconstruction: Phase I - Design	\$ 150,000	\$ -	\$ -	\$ 165,000	\$ 150,000	\$ -	\$ -	\$ 16,700	YES	Includes: Construction and SDC Services
2026	NW Taxilane Reconstruction: Phase II - Construction	\$ 150,000	\$ -	\$ -	\$ 1,150,000	\$ 150,000	\$ 900,000	\$ -	\$ 116,700	YES	NOTE: \$900,000 Requested
2027	Carryover	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	YES	
NPE Available in 2028		\$ 300,000									
2022-2027 Totals		\$ 967,299	\$ 2,385,000	\$ 817,299	\$ 1,350,000	\$ 241,000					

Funding Needed is based on planning level estimates, actual costs/expenses will be determined at time of project scoping

Ken Jernstedt Airfield - Hood River, OR
2021 FAA 5yr CIP Letter for 2022-2026



Federal Aviation Administration

Memorandum

Date: 2/22/2021
To: Ken Jernstedt Airfield
From: Ian Bradshaw
Subject: 2022-2026 CIP

The Airport has requested, and FAA has approved, switching the 2022 and 2023 projects and completing the Weather Equipment Relocation project in 2022 and moving the Northeast Taxilane and Apron project to 2023.

The development of a solid Capital Improvement Plan (CIP) is important to identify the highest priority work within the anticipated funds that would most effectively improve the statewide airport system from a safety and preservation perspective. The table below represents the projects that we intend to move forward with at this time; however as in any given year, projects are dependent on the availability of funding. Any changes to the agreed upon project list needs to be coordinated on your next SCP and may affect funding and year.

Ken Jernstedt Airfield
5-YEAR PROJECTS & PLANNED FUNDING

Year	Project Name	NPE*	ST/DI	Total
2022	Northeast Taxilane and Apron - Design and Construction - Phase II	\$150,000	\$0/\$0	\$150,000
2023	Weather Equipment Relocation - Design and Construction	\$150,000	\$0/\$0	\$150,000
2024	Carry Over	\$0	\$0/\$0	\$0
2025	Carry Over	\$0	\$0/\$0	\$0
2026	Carry Over	\$0	\$0/\$0	\$0

Projects originally planned for FY2021 that have been postponed are not addressed in this memo. If you plan to move a FY2021 project into FY2022 for a grant, please talk to your project manager.
*Non-primary entitlement funds are specifically for general aviation airports that show needed airfield development listed in the latest published National Plan of Integrated Airport Systems (NPIAS). Non-primary entitlement funds are calculated as follows: the lesser of \$150,000 or 1/5 of an airport's 5-year development cost.


For reference non primary entitlements balance prior to any FY2021 funding actions are listed below.

(2018 Expiring)	FY 2018	\$0
	FY 2019	\$0
	FY 2020	\$0
	FY 2021	\$67,299
TOTAL		\$67,299

CIP DATA SHEET

AIRPORT	LOCID	LOCAL PRIORITY
PROJECT DESCRIPTION	PLANNED YEAR TO CONSTRUCT	

SKETCH:



JUSTIFICATION:

COST ESTIMATE:

ADMINISTRATION:	\$	1. Construction	\$		4	\$
ENGINEERING:	\$	Feasibility Study	\$		5	\$
INSPECTION:	\$		\$		TOTAL:	\$

Federal (%) \$	State \$	Local (%) \$
<p>SPONSOR VERIFICATION:</p> <p>For each and every project as applicable</p>	<p>Date (see instruction sheet or attached comments for more information)</p> <ul style="list-style-type: none"> -Date of approved ALP with project shown -Date of environmental determination (ROB, FONSI, CatEx) -Date of land acquisition or signed purchase agreement -Date of pavement maintenance program -Date of Benefit Cost Analysis (BCA) as required 	

SPONSOR'S SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

PHONE NUMBER: _____ EMAIL: _____

FAA USE ONLY					
PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

Hood River, Weather Equipment Relocation 2022



Ken Jernstedt Airfield - Hood River: NE Taxilane Construction Phase I - Environmental & Design

Airport Name: **Ken Jernstedt Airfield**
Location: **Hood River, Oregon**
Sponsor: **Port of Hood River**
CIP Years: **2023**

Date: 9/22/2021

NE Taxilane Construction Phase I: Environmental & Design

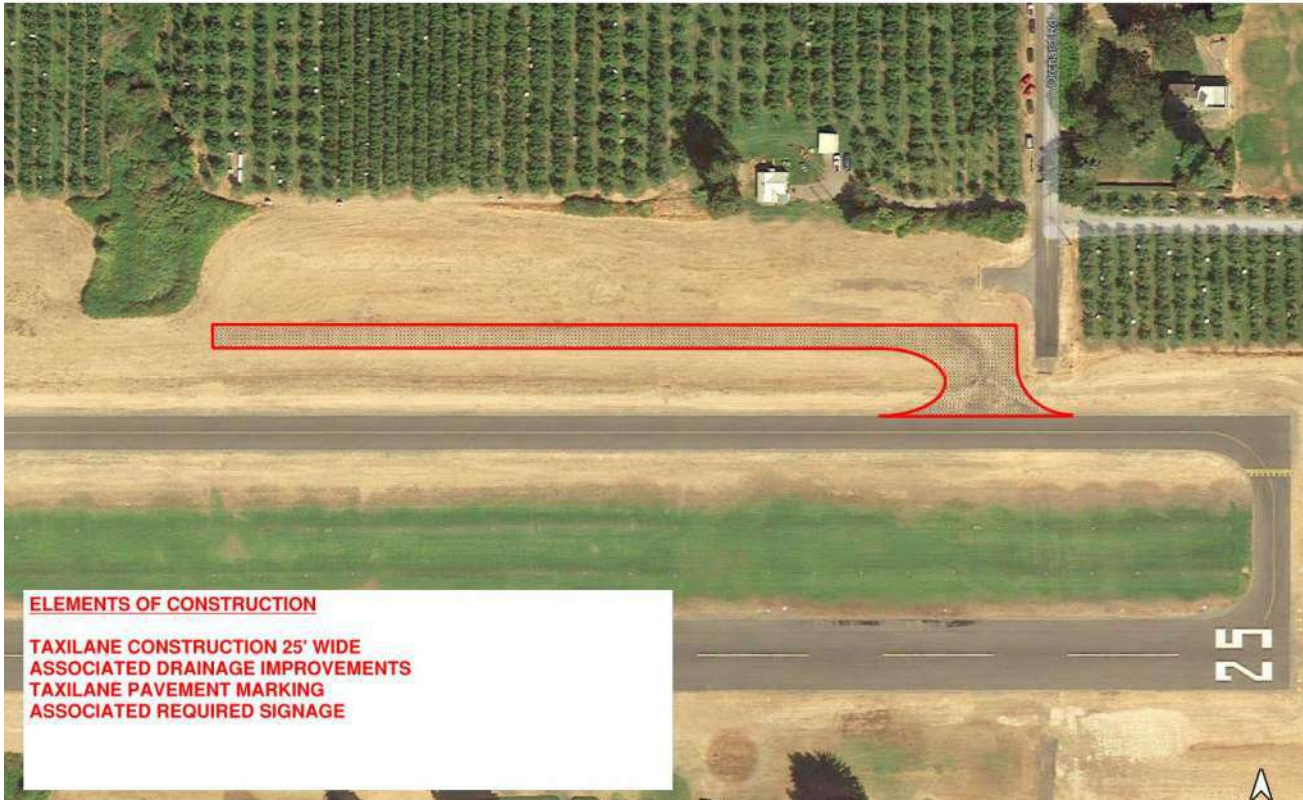
Phase I Project Includes:

Environmental (Cat Ex)

Engineering: Design Service Design Survey
Geotechnical Investigation
Design Services
Bidding Services

Sponsor Administrative Expenses

Hood River NE Taxilane Construction - Environmental & Design 2023 / Construction 2024



Project Cost Opinion

2022 Cost Opinion

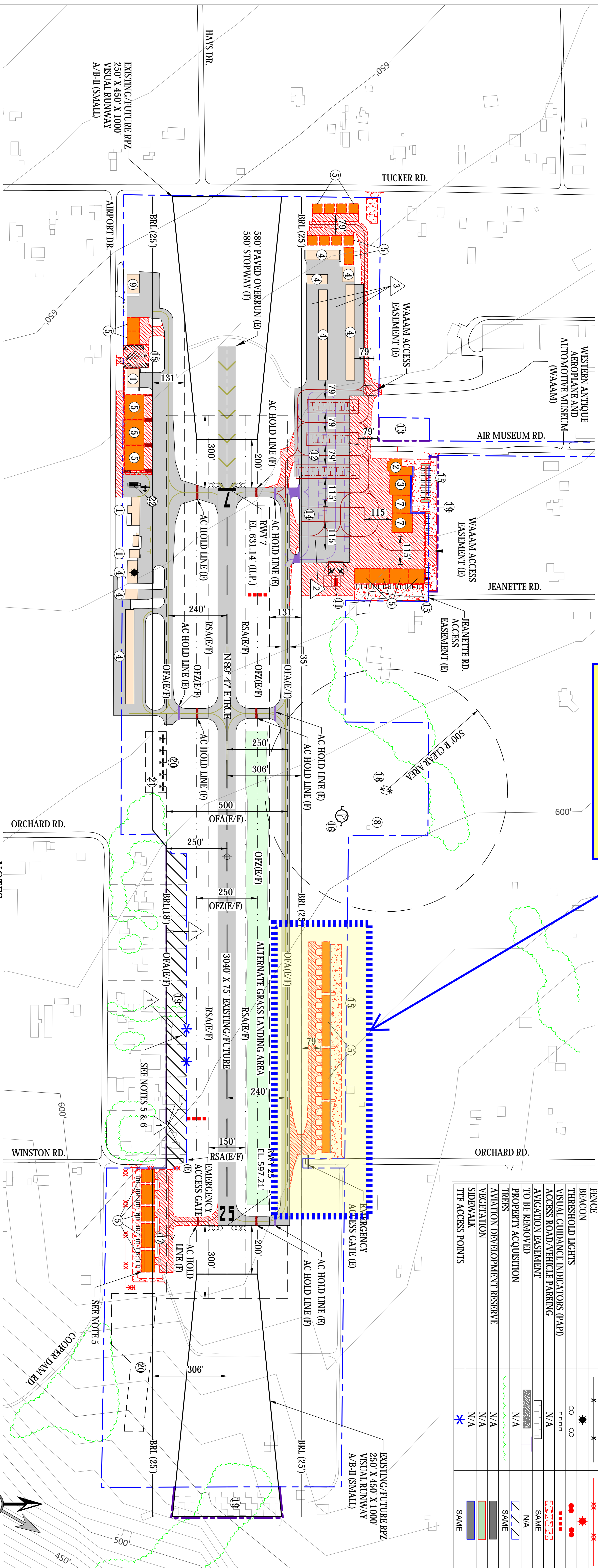
\$ 165,000

BUILDING/FACILITY KEY	
DESCRIPTION	DESCRIPTION
1 FBO / MAINTENANCE HANGAR (E)	12 TEDOWN APRON
2 FBO BUILDING (E)	13 WAAAM OVERFLOW AIRCRAFT PARKING (E)
3 MAINTENANCE HANGAR (E)	14 TRANSIENT HELICOPTER PARKING
4 HANGARS (E)	15 AUTO PARKING (E)
5 BOX HANGARS (E)	16 WIND TEE (E)
6 MULTI-UNIT HANGARS (E)	17 SUPPLEMENTAL WIND TEE (E)
7 COMMERCIAL HANGAR (E)	18 AWOS (E)
8 REGULATORY BUILDING	19 PROPERTY TO BE ACQUIRED
9 AGRICULTURAL OPS AREAS	20 GLIDER STORAGE / PARKING AREA (E/F)
10 FUEL LOCATION (E)	21 OVERFLOW PARKING AREA (E)
11 FUEL LOCATION (E)	22 TEMPORARY FUEL LOCATION

NON STANDARD CONDITIONS			
NO.	ITEM	DESCRIPTION	DISPOSITION
1	ROFA	SOUTHEAST SIDE RESIDENCES	FUTURE PROPERTY ACQUISITION
2	TAXILANE OFA APRON	TAXILANE CLEARANCES TO PARKED AIRCRAFT (ADG I & ADG II)	RECONFIGURE APRON
3	TAXILANE OFA (HANGARS)	LESS THAN STD. ADG I CLEARANCES	MODIFY WHERE FEASIBLE

**NEW NE TAXILANE:
2023 DESIGN AND BIDDING
2024 CONSTRUCTION**

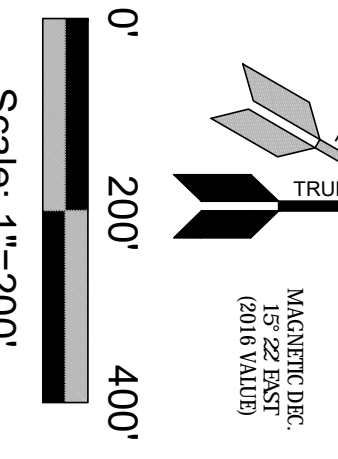
LEGEND	
EXISTING	FUTURE
BUILDINGS	BUILDINGS
AIRFIELD PAVEMENT	AIRFIELD PAVEMENT
BUILDING RESTRICTION LINE (BRL)	BRL (E)
AIRPORT PROPERTY LINE	BRL (F)
RUNWAY SAFETY AREA (RSA)	BRL (F)
OBSTACLE FREE AREA (OFA)	BRL (F)
OBSTACLE FREE ZONE (OFZ)	BRL (F)
TAXIWAY OBSTACLE FREE AREA (TOFA)	BRL (F)
RUNWAY PROTECTION ZONE (RPZ)	BRL (F)
GROND CONTOURS	BRL (F)
AIRPORT REFERENCE POINT (ARP)	BRL (F)
RUNWAY END IDENTIFIER LIGHTS (REIL)	BRL (F)
WIND INDICATOR	BRL (F)
SEGMENTED CIRCLE WIND INDICATOR	BRL (F)
FENCE	BRL (F)
BEACON	BRL (F)
THRESHOLD LIGHTS	BRL (F)
VISUAL GUIDANCE INDICATORS (PAPI)	BRL (F)
ACCESS ROAD/VEHICLE PARKING	BRL (F)
AVIGATION EASEMENT	BRL (F)
PROPERTY ACQUISITION	BRL (F)
TO BE REMOVED	BRL (F)
TREES	BRL (F)
AVIATION DEVELOPMENT RESERVE	BRL (F)
VEGETATION	BRL (F)
SIDEWALK	BRL (F)
TTE ACCESS POINTS	BRL (F)



THE PREPARATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION (PROJECT NUMBER 3-41-0001-012-201) AS PROVIDED UNDER THE REVISED STATUTES CODE, SECTION 9109 OF TITLE 49, CHAPTER 475, SUBCHAPTER 1, PART 1 OF THE FEDERAL AVIATION ACT OF 1958, AS AMENDED. THE FAA ACCEPTANCE OF THIS REPORT BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE LIMITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

- NOTES:**
1. STOPWAY (E) AT WEST END OF RUNWAY WILL INCREASE FUTURE ACCELERATE - STOP DISTANCE AVAILABLE (ASDA) FOR RUNWAY 25 TO 3,620 FEET.
 2. HIGH POINT (SURVEYED) ON RUNWAY IS 631.14' MSL. PUBLISHED AIRPORT ELEVATION (FAA A/E/D) TO BE UPDATED FOR CONSISTENCY.
 3. AIRPORT IS NOT SUBJECT TO 100-YEAR FLOODING.
 4. FUTURE STOPWAY AT RUNWAY 7 END REQUIRES DECLARED DISTANCES AND STOPWAY DESIGNATION PUBLISHED IN FAA CHART SUPPLEMENT.

5. AIRPORT USES DEPICTED ON PARCELS ZONED EPU OR RR ARE SUBJECT TO FUTURE COMPREHENSIVE PLAN MAP AMENDMENT AND ZONE APPLICATION(S) AND DETERMINATION(S) BY HOOD RIVER COUNTY.
6. PROPERTY TO BE ACQUIRED TO ALLOW AIRPORT CONTROL OF RUNWAY OBSTACLE FREE AREA, CONFIGURATION OF PROPERTY TO BE ACQUIRED AND ACCOMMODATION OF EXISTING THROUGH THE FENCE AGREEMENTS WILL BE COORDINATED WITH THE PROPERTY OWNER.



NO.	DATE	BY	APPR	REVISIONS

FEDERAL AVIATION
ADMINISTRATION APPROVAL

APPROVAL DATE: _____

SIGNATURE: _____

PORT OF HOOD RIVER
APPROVAL

APPROVAL DATE: _____

SIGNATURE: _____

CENTURY WEST ENGINEERING

DESIGNED BY: DM
DRAWN BY: JJS
CHECKED BY: WMR
PROJECT NO.: 12399009.01

DATE: MARCH 2018

KEN JERNSTEDT AIRFIELD

AIRPORT LAYOUT PLAN

FIGURE NO. -

SHEET NO. 3 OF 11

CIP DATA SHEET

AIRPORT	Ken Jernstedt Airfield	LOCID	4S2	LOCAL PRIORITY	
PROJECT DESCRIPTION	NW Taxilane Reconstruction Phase I: Environmental & Design	PLANNED YEAR TO CONSTRUCT	2025		

SKETCH:

Hood River NW Taxilane Reconstruction - Environmental & Design 2025 / Reconstruction 2026

ELEMENTS OF CONSTRUCTION

DEMOLITION EXISTING TAXILANE & DRAINAGE
TAXILANE RECONSTRUCTION 25' WIDE
ADJUSTING TL LOCATION TO MEET DESIGN STANDARDS
ASSOCIATED DRAINAGE IMPROVEMENTS
TAXILANE PAVEMENT MARKING

JUSTIFICATION: The most recent pavement evaluation posted on Oregon Department of Aviation for Ken Jernstedt Airfield is from 2017. The pavement PCI was listed at that time as 47 and projected to drop to 46 by 2022. This phase I environmental and design project will complete the required NEPA for the project, design survey, geotech analysis, as well as design and bidding in support of the 2026 construction project.

COST ESTIMATE:

ADMINISTRATION:	\$ 5,000	1. Construction	\$						4 \$
ENGINEERING:	\$ 137,000		\$						5 \$
ENVIRONMENTAL:	\$ 23,000		\$						TOTAL: \$ 165,000

Federal (%) \$ WRWR	State \$ WRWR	Local (%) \$ WERWER
SPONSOR VERIFICATION:	Date (see instruction sheet or attached comments for more information)	
For each and every project as applicable	<ul style="list-style-type: none"> -Date of approved ALP with project shown -Date of environmental determination (ROB, FONSI, CatEx) -Date of land acquisition or signed purchase agreement -Date of pavement maintenance program -Date of Benefit Cost Analysis (BCA) as required 	

SPONSOR'S SIGNATURE: _____ **DATE:** September 29, 2021

PRINTED NAME: Michael McElwee **TITLE:** Port Director

PHONE NUMBER: 541-386-1138 **EMAIL:** mmcelwee@portofhoodriver.com

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

Ken Jernstedt Airfield - Hood River: NE Taxilane Reconstruction Phase I - Environmental & Design

Airport Name: **Ken Jernstedt Airfield**
Location: **Hood River, Oregon**
Sponsor: **Port of Hood River**
CIP Years: **2025**

Date: 9/22/2021

NE Taxilane Reconstruction Phase I: Environmental & Design

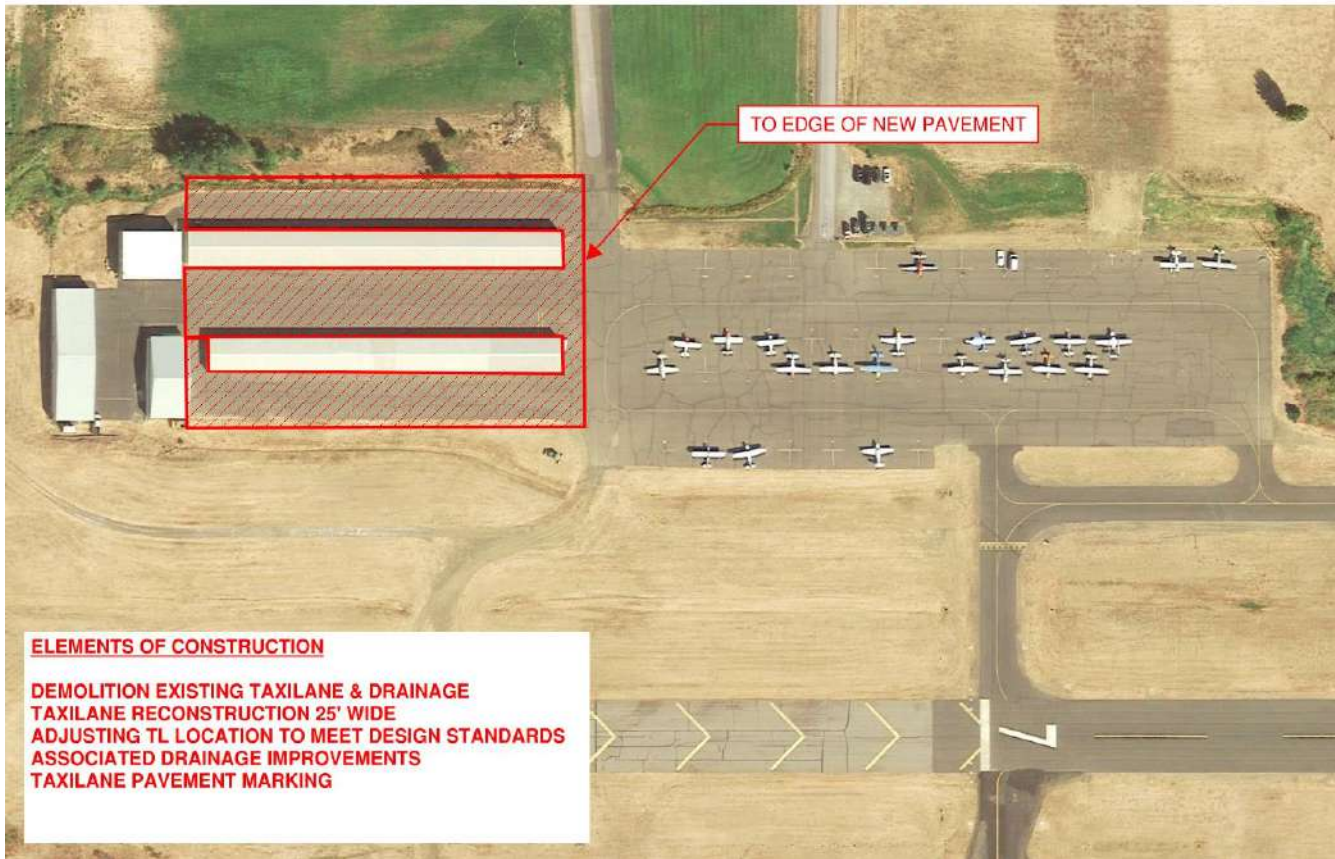
Phase I Project Includes:

Environmental (Cat Ex)

Engineering: Design Services: Design Survey
Geotechnical Investigation
Design Services
Bidding Services

Sponsor Administrative Expenses

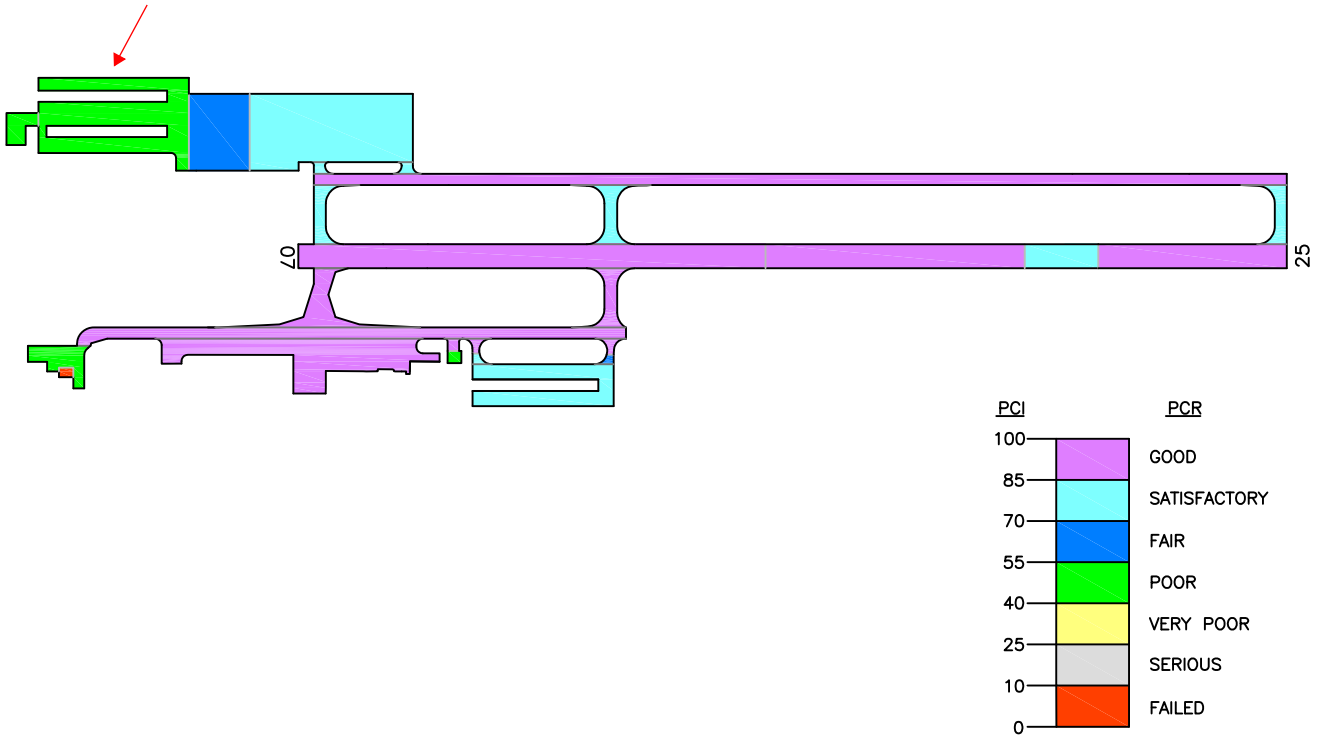
Hood River NW Taxilane Reconstruction - Environmental & Design 2025 / Reconstruction 2026



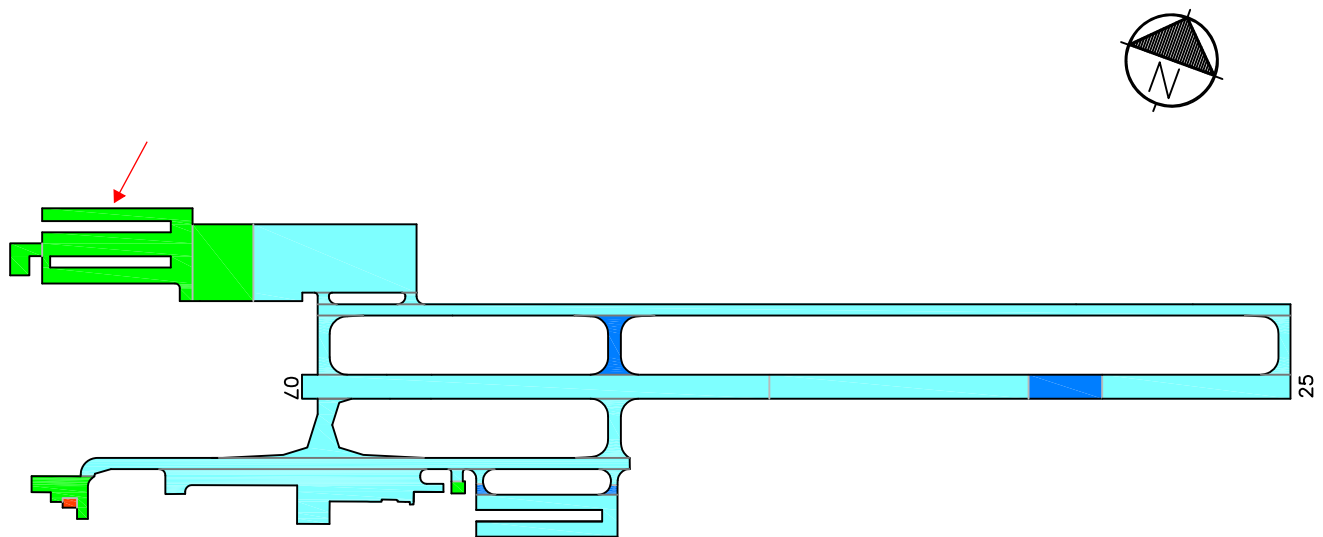
Project Cost Opinion

2025 Cost Opinion \$ 165,000.00

Predicted Condition in 2022



Predicted Condition in 2027.




Drawing Date: July 2017

 PAVEMENT CONSULTANTS INC.

Figure HR-5. Future Pavement Condition.




NORTH
(MAGNETIC DECLINATION: 14° EAST)

0 500' 1000'

KEN JERNSTEDT AIRFIELD | 4S2

45.6725° N / 121.5366° W

OPERATIONS DATA

Airport Identifier.....	4S2
Activation Date.....	August 1945
Owner.....	Port of Hood River
Elevation.....	638 ft
Weather.....	AWOS 134.375
Comms.....	CTAF/UNICOM 122.8
Fuel.....	100LL
RWY 07-25.....	3040 x 75 ft



HOOD TECH AERO
INNOVATIVE AVIATION SERVICES

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On

INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

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

For Immediate Release

Date: September 30, 2021

Contact:

Michael McElwee, Executive Director, Port of Hood River

(541) 386-1138 / mmcelwee@portofhoodriver.com

HOOD RIVER INTERSTATE BRIDGE LIVE LOAD TESTING COMING OCTOBER 9-24
Intermittent single lane closures expected 7 days a week during testing period

HOOD RIVER, ORE. – In response to the lowered load rating imposed by ODOT in March of 2021, the Port of Hood River will conduct extensive live load testing on the Hood River-White Salmon Interstate Bridge from October 9 through October 24. Testing activities will take place on the bridge seven days a week during this period.

Bridge users should expect intermittent single-lane closures between the hours of 7:00AM and 5:00PM every day throughout the testing period, with delays of approximately 30 minutes possible depending on traffic volume. Flaggers will direct traffic around the moving work zone.

Full bridge closures are anticipated to take place on October 13, 18, and 20, with delays of 30-45 minutes possible.

Throughout the project, the Port will work with contractors to provide public notifications of closure schedule updates as they come available. These updates will be posted to the Port's Facebook and Twitter feeds online.

“The reduced weight limit on the bridge has caused significant impacts to some important local businesses,” said Port Executive Director Michael McElwee. “The Port Commission is committed to determining whether it is feasible and cost effective to restore the 32-ton weight limit. The results of the live load tests will be a critical factor in the weight limit restoration decision.”

For more information, contact the Port of Hood River via email to porthr@gorge.net.

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Commission Memo



Prepared by: Michael McElwee
Date: October 5, 2021
Re: Bell Design Contract

The City of Hood River is implementing a multi-year project to replace a major storm sewer line on the Hood River waterfront that has significant deterioration. The line drains a portion of downtown and much of the western portion of the waterfront. Phase IV, the last phase of the project, will replace an existing 52" line that runs under the Maritime Building to an outfall in the river with a new 36" line to be located on Port property just west of Waterfront Park with a new outfall. Phase IV is expected to be completed in 2022.

The City project will require the Port to construct a new lateral line connecting the existing catch basins in Port-owned Portway Ave. to the new storm line. The lateral will also need to accommodate stormwater from future redevelopment of the Maritime site. The Port needs to be prepared to complete this work immediately after the City's project is complete.

Bell Design Co. is a local engineering firm experienced in this type of civil work. They are very familiar with the sanitary and storm system on the waterfront, having designed or managed several similar projects for the City in this area. The attached contract would enable Bell Design to complete plans and specifications for the Port work in conjunction with completion of the final City plans for Phase IV.

RECOMMENDATION: Approve contract with Bell Design Company for engineering services not to exceed \$41,122 plus reasonable reimbursable expenses, subject to legal counsel review.

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PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “**Port**”), and Bell Design Company, (hereinafter referred to as “**Consultant**”).

In consideration of the mutual covenants set forth in this Agreement, Port authorizes Consultant and Consultant agrees to carry out and complete services as described below:

1. **PROJECT:** Work shall be performed by Consultant in connection with a project generally described as: Design and Consulting as related to the City of Hood River Storm Sewer Outfall relocation project.
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the scope of services attached hereto and incorporated herein as **Exhibit ‘A’** (the “Services”) and to the extent described in this Agreement and shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on Dec 1, 2022, or when the Services have been completely performed to the Port’s satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.
4. **ADDITIONAL SERVICES:** The Port may request that the Consultant provide the Port with certain services not identified in Exhibit A (“Additional Services”). Additional Services shall not be performed by the Consultant unless written approval is received from the Port. Upon receipt of the written request, the Port and the Consultant shall negotiate the scope of the relevant Additional Services and price, which shall be subject to the mutual written agreement of the Consultant and the Port. If the Consultant performs any Additional Services prior to or without receiving a written request from the Port, the Consultant shall not be entitled to any compensation for such Additional Services. Authorization shall be issued by individual workorders or by amendment to this contract that is signed by the Executive Director of the Port.
5. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance.
6. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement an amount not to exceed **\$41,122.00** (“Compensation”), unless otherwise approved by the Port. The Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant (“Reimbursable Expenses”). Consultant will obtain written approval from Port prior to expenditure of any individual Reimbursable expense that exceeds \$500.00. Consultant will not exceed \$2,500.00 in total Reimbursable Expenses without Port approval. See **Exhibit ‘B’** attached.

Consultant shall submit monthly invoices computed on the basis of work completed on a monthly basis and detailing the services provided to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Consultant reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

7. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries, and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants, and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.

8. **REPRESENTATIONS:** The Consultant represents and covenants that:
 - a. The Consultant has the required authority, ability, skills, and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.
 - b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant has inspected the sites and all of the surrounding locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
 - c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
 - d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
 - e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and

do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

9. CONSULTANT'S INSURANCE:

Consultant shall keep and maintain the following insurance for the duration of the contract period:

- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.
- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death, or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.
- d. Prior to commencing any work under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- e. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract. The Commercial General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If requires, complete copies of the insurance policy shall

be provided to the Port. The contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: the policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

10. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent they arise from and/or are related to the Consultant's or its sub-consultant's negligent performance of the professional services set forth in this Agreement, except to the extent any errors, omissions or inconsistencies in information provided by the Port to Consultant is material to Consultant's or sub-consultants performance and could not be discovered or corrected by the Consultant or sub-consultant based upon the level of care and skill ordinarily exercised by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The obligations of the indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.
11. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
12. **ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.
13. **SUBCONSULTANTS:**
 - a. **General.** The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.
 - b. **Sub-Consultant Commitments:** All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:

- i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
- ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement
- iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.

The Consultant shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.

Sub-consultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be sub-consultants of the Consultant and not consultants of the Port. The Consultant shall pay or cause each sub-consultant to pay all wages, salaries, and other amounts due to the Consultant's sub-consultants in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-consultants. All sub-consultants shall have the skill and experience and any license or permits required to perform the Services assigned to them.

14. TERMINATION NOT-FOR-CAUSE: In addition to any other rights provided herein, the Port shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.

a. Obligations of Consultant. After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:

- i. Stop work on the Services as specified in the notice of termination;
- ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
- iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
- iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
- v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.

b. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.

- c. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
- d. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
- e. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

15. **FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, war, lockouts extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either party. For delays resulting from unanticipated material actions or inactions of Port or third parties, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this contract subject to termination.

16. **RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

17. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

Subject to the provisions of the Oregon Public Records Law (the "Law"), all construction documents, including, but not limited to, electronic documents prepared under this Agreement are for use only with this project, and may not be used for any other construction related purpose, or dissemination to any contractor or construction related entity without written approval of the Consultant.

18. **CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**

- a. Public Records. The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
 - b. Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary, or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s) and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
 - c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.
19. **DESIGNATION OF REPRESENTATIVES:** The Port hereby designates Michael McElwee, Executive Director and the Consultant hereby designates Stoner Bell as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties.
20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission.
21. **INTERPRETATION:** In this Agreement the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to

persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

22. **BINDING AGREEMENT:** This agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.
23. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
24. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights, and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
25. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
26. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
27. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon.
28. **MEDIATION/ARBITRATION:** Excepting injunctive relief, any dispute, controversy, or claim arising out of, in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall, upon request of any party involved, be submitted to mediation in Hood River County, Oregon. If a settlement cannot be reached through mediation, the parties agree that the dispute will be submitted to and be settled by arbitration in Hood River County, Oregon. Such arbitration shall be in accordance with Uniform Arbitration Act (UAA) as in effect, and as hereinafter amended. Any award rendered shall be final and conclusive upon the parties, and a judgment on such award may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of their respective own experts, evidence and counsel's fees. The parties to either mediation or arbitration recognize that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceeding beyond mediation. In addition, the parties agree that all information obtained in either the mediation or arbitration process is strictly confidential and further agree that the party not otherwise having such information available to them other than through the mediation or arbitration process shall hold all such information in confidence.

29. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents, or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
30. **LIMITATION ON LIABILITY:** IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS FOR EVENTS BEYOND THE CONSULTANTS CONTROL; **PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL IN NO WAY DIMINISH CONSULTANTS PROFESSIONAL LIABILITY INSURANCE COVERAGES OR DEFENSE OBLIGATIONS OTHERWISE AVAILABLE TO CONSULTANT UNDER ANY CONSULTANT PROFESSIONAL LIABILITY POLICY.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of _____, 20__.

CONSULTANT: Bell Design Company

PORT OF HOOD RIVER

Stoner Bell
Authorized signature;

Michael S. McElwee
Executive Director
Signature;

Date_____

Date_____

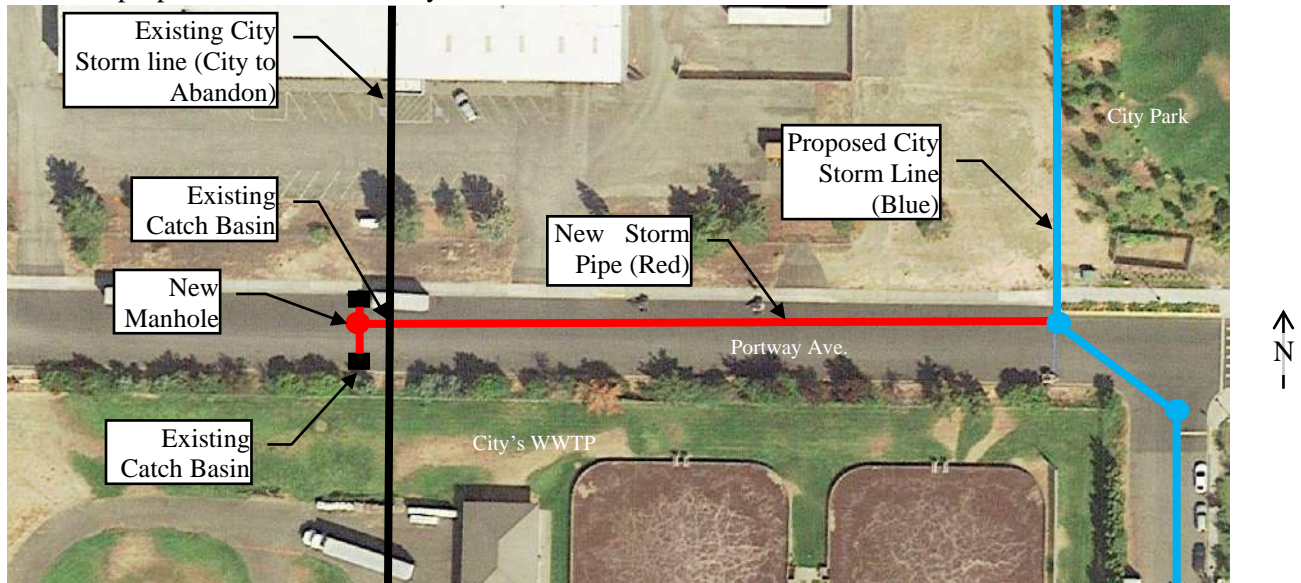
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Exhibit A: SCOPE OF WORK

PORTWAY STORMWATER LINE REPLACEMENT PROJECT

Proposed Project Description:

The City plans to install a new 36” stormwater pipeline along 8th St., through the intersection of 8th and Portway Ave., to a new outfall along the Columbia River north of this intersection. The existing 52” stormwater line from the City’s Wastewater Treatment Plant (WWTP) to the existing outfall will be abandoned after the new outfall has been constructed. Portway Ave. is owned by the Port of Hood River, and with the loss of the old outfall, the Port will need to reroute their two catch basins north of the WWTP, which are currently tied to the existing 52” stormwater pipe that will be abandoned, to the new City stormwater pipeline. This project consists of disconnecting the existing Port owned catch basins from the existing 52” stormwater pipeline and install a new stormwater pipeline approximately 375 ft east to the City’s proposed 36” stormwater pipeline at the intersection of 8th and Portway Ave. This project will include a new manhole at the west end of the new line and stubs for two service connections for the two Port properties north of Portway Ave.



Proposed Project Scope

Task 1 Project Management and Administration: This task covers project management and startup costs.

Task 2 Topographical and Utility Data Gathering: This task covers the costs to get a detailed base drawing put together which will be used for the design process. BDC will perform a topographical survey along the project route. Property line information will be reviewed and project easements will be determined. BDC will request a utility locate for all utilities and include the paint marks in the topographical survey effort. During our site visit, BDC would also verify depths of any water, stormwater and sewer lines in the area by taking invert measurements or measurements to the top of water valve operator nut, whichever is applicable. BDC will take this data and update the drawings and convert them to our design software. An existing conditions map will be created showing the existing features and facilities along the route.

Task 3 Design and Plans: This task covers the design phase which would include a preliminary drawing showing the exact layout of the proposed storm sewer improvements with respect to existing facilities and infrastructure (pre-design). After review and approval by the Port, a complete design will be produced that will include plans, profiles, and details of all connections.

Task 4 Coordination with Agencies: This task covers coordination with the City to determine the exact connection location, angle, and stub size (if a stub will be provided by the City). This task will also cover coordination with the Port to amend the project's design per the Port's review comments on final plans, preparation of additional information as requested by the Port for coordination with affected landowners, utilities, and/or general public. The Port shall be responsible for coordinating with private landowners, utilities, and general public. This coordination may include, but is not limited to: notification of work to be performed, ingress and egress permission, easement negotiations, site restoration requirements, utility relocations, temporary utility shutdown efforts, etc. BDC will provide assistance to the Port to supply drawings and documents as necessary.

Task 5 Specifications and Bidding Documents: This task covers the development of specifications for the materials and construction methods for the various tasks involved in installing municipal storm sewer lines. BDC anticipates that the specifications used for this project will be the 2018 ODOT Oregon Standard Specification for Construction and will provide the special provisions in this format. This task also covers preparing and executing bidding documents and construction contract. It is assumed that the Port will provide BDC with their preferred bidding and contract document template for adaptation by BDC to this project. BDC will also provide a take-off sheet listing the construction quantities and an Engineer's Estimate of the construction cost.

Task 6 Advertisement and Bidding: This task covers some anticipated effort in assisting the Port in advertising the project. This task also covers BDC's time associated with attending the pre-bid meeting, project walk through, bid opening, and evaluating the apparent low bidder. BDC will provide technical assistance to aid the Port in addressing any questions that may arise from prospective bidders about the plans during the bidding process. BDC will also create up to 3 addendums to the contract during the bidding process.

Task 7 Services During Construction: This task covers services during construction. BDC will conduct a preconstruction meeting, attend weekly construction meetings (up to 4 meetings), review necessary submittals (includes no more than 1 resubmittal review per product), and respond to contractor request for information (up to 3 RFIs). During construction, BDC will provide inspection, observe testing, and provide construction staking assistance, which will include coordinating with the contractor's surveyor and providing the contractor's surveyor with a base map and control data (AutoCAD file). In addition, BDC will provide record drawings and services associated with the close out of the contract such as punch lists and final completion inspection.

The cost estimate is attached to this contract as Exhibit B.

Exhibit B

PROFESSIONAL SERVICE FEES - PORTWAY STORMWATER LINE REPLACEMENT PROJECT

Task # and Description	Engineer, PE \$191/hr	EIT \$119/hr	Survey, Manager \$134/hr	Survey Crew \$94/hr	Office, Staff \$74/hr	Labor hrs	Expenses \$	Subs \$	Task Cost \$
1 Project Management and Administration									
1.01 Project Star-Up and Work Plan	2								
1.02 Progress Reports and Billings	2				1				
1.03 Manage and Coordinate Labor Resources	1	1	1	1					
1.04 Meetings with Port	1	2							
<i>Total Task Hours</i>	6	3	1	1	1	12 hrs	\$0.00	\$0.00	\$ 1,805.00
2 Topographical and Utility Data Gathering									
2.01 Topography along proposed pipe route			2	6			\$140.00		
2.02 Tie utilities and Plantings			2	2					
2.03 Work up Base Map			2	6					
<i>Total Task Hours</i>	0	0	6	14	0	20 hrs	\$140.00	\$0.00	\$ 2,260.00
3 Design and Plans									
3.01 Preliminary Design and Layout (30% Design)	4	16							
3.02 Prepare and Submit 30% Plans to Port for Review	2	4			1				
3.03 Incorporate Comments	2	8							
3.04 Final Design and Plans	8	32							
<i>Total Task Hours</i>	16	60	0	0	1	77 hrs	\$0.00	\$0.00	\$ 10,270.00
4 Coordination with Agencies									
4.01 Coordinate with City on Connection to City's System	1	2							
4.02 Meet with the Port with Final Plans	1	2							
4.03 Revise Plans Based on Port's Comments	2	4							
4.04 Additional Supporting Documents	2	4			1				
<i>Total Task Hours</i>	6	12	0	0	1	19 hrs	\$0.00	\$0.00	\$ 2,648.00
5 Specifications and Bidding									
5.01 Specifications, BDC will provide only Specials	6	24							
5.02 Adapt Port's Bidding and Contract Documents for Project	3	12							
5.03 Construction Cost Estimate and Bid Sheet	2	8							
<i>Total Task Hours</i>	11	44	0	0	0	55 hrs	\$0.00	\$0.00	\$ 7,337.00
6 Advertisement and Bidding									
6.01 Advertising	UPON REQUESTED AT STANDARD RATES								
6.02 Advertising Assistance	1	2							
6.03 Attend Prebid Meeting/Walkthrough	2	2							
6.04 Answering Bidder's Questions	1	2							
6.05 Clarifications and Addendums	2	6							
6.06 Bid Opening and Evaluation of Apparent Low Bidder	1	2							
<i>Total Task Hours</i>	7	14	0	0	0	21 hrs	\$0.00	\$0.00	\$ 3,003.00
7 Services During Construction									
7.01 Pre-construction Meeting	2	2							
7.02 Construction Staking Assistance			2	2					
7.03 Submittal Review	2	6							
7.04 Weekly Construction Meetings	4	6							
7.05 Respond to RFIs	2	6							
7.06 On-Site Inspection	4	24							
7.07 Final Inspection	2	2							
7.08 Punch List and Project Closeout Assistance	1	2							
7.09 Record Drawings	2	8							
<i>Total Task Hours</i>	19	56	2	2	0	79 hrs	\$0.00	\$0.00	\$ 10,749.00
Total estimate for attached scope of work									\$ 38,072.00

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Commission Memo



Prepared by: Daryl Stafford
Date: October 5, 2021
Re: Waterfront Recreation & Safety Committee

Port Committees exist at the discretion of the Commission and are designed to investigate, discuss and collect information on behalf of the Commission. The Waterfront Recreation Committee was originally conceived to help with recreation amenity planning, safety and access issues along Port waterfront property. The increase in user group diversity and potential conflicts between use groups, increased visitation from outside of the area, and the sheer quantity of people utilizing the Port recreational properties have together created new concerns and the scope of the Committee has thus evolved.

In large part due to Covid meeting restrictions, the Committee has not met since spring of 2019, and all members' terms of service have lapsed. Staff has worked to reform the Committee to include representatives of user groups that were previously not included in hopes of gaining a broader perspective and a greater degree of public health and safety expertise generally.

Staff conducted outreach in late summer to recruit new members and reconvene the Committee. Attached is a list of staff-recommended members for the Waterfront Recreation & Safety Committee. Commission confirmation of these nominations is requested.

RECOMMENDATION: Appoint Waterfront Recreation & Safety Committee membership as listed to a term of three years.

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10/5/2021

Recommendations for membership of the Waterfront Recreation & Safety Committee

	Group to represent	Title if applicable	First	Last
1	CGW2 & Windsurfing	CGW2	Mike	Stroud
2	Fishing Community		Scott	Tennant
3	HROCC	President	Kass	Bergstrom
4	Kite Concessions	Kite the Gorge	Carlos	Cornelis
5	HRSO Marine Sheriff	Marine Deputy	Adam	VandenBos
6	HR Parks & Rec		Mark	Hickock
7	Kayak & SUP Community	Gorge Paddle Center	Todd	Anderson
8	Event Site Host/Kiting Community		Doug	Newcomb
9	Kiting Community		Laird	Davis
10	Marina Community	Marina Committee	Josh	Sceva
11	Port Commissioner	President	Ben	Sheppard
12	Waterfront Business Owner		Aaron	Baumhackle
	Port Staff	Waterfront Manager	Daryl	Stafford

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