



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
April 3, 2018
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
2. Modifications, Additions to Agenda
3. Public Comment (5 minutes per person per subject; 30-minute limit)
4. Consent Agenda
 - a. Approve Minutes of March 22, 2018 Regular Session (*Jana Scoggins – Page 3*)
 - b. Approve Contract with Dan Homer for Siding on the DMV Building (*Anne Medenbach – Page 11*)
 - c. Approve Amendment No.3 to Contract with HDR Engineering Inc. for engineering services associated with the Hood River Interstate Bridge (*Michael McElwee– Page 27*)

5. **Work Session:** - Real Estate Portfolio Assessment – Eco Northwest (*Anne Medenbach – Page 33*)

6. Reports, Presentations and Discussion Items
 - a. Maritime Site Planning – Concept Alternatives (*Anne Medenbach – Page 43*)
 - b. 2018 Waterfront Parking Rates & Charges - (*Michael McElwee – Page 53*)
 - c. Bridge Replacement Project Update - (*Kevin Greenwood – Page 57*)
 - i. P3 Admin Rules Process – Review Public Discussion Draft Changes
 - d. Ordinance 23 and Minimum Standards Update (*Anne Medenbach – Page 61*)
7. Director’s Report (*Michael McElwee – Page 93*)
8. Commissioner, Committee Reports
 - a. PNWA Mission to Washington (Streich, Shortt)
9. Action Items
 - a. Approve Schedule of 2018 Event Site and Season Pass Fees (*Steve Carlson – Page 105*)
 - b. Approve Contract with Duncan Solutions for Waterfront Parking Collections Administration (*Michael McElwee– Page 109*)
 - c. Approve Amendment No. 1 to South Development Agreement with Hood Tech Corp Aero Inc. (*Anne Medenbach – Page 111*)
 - d. Approve Amendment No. 2 to Ground Lease Option with Hood Tech Corp Aero Inc. (*Anne Medenbach – Page 125*)
 - e. Appointment of Commissioner to Serve as Chair of the Bridge Replacement Advisory Group (BRAG). (*Kevin Greenwood – Page 129*)

10. Commission Call

Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Consideration of Information or Records That Are Exempt by Law from Public Inspection.

11. Possible Action

12. Adjourn

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

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

**Port of Hood River Commission
Meeting Minutes of March 22, 2018 Regular Session
Marina Center Boardroom
5:00 p.m.**

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

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

Present: Commissioners Hoby Streich, Ben Sheppard, and David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Genevieve Scholl, Anne Medenbach, Kevin Greenwood, and Jana Scoggins.

Absent: Brian Shortt, John Everitt, Fred Kowell

Media: None

- 1. **CALL TO ORDER:** President Streich called the meeting to order at 5:03 p.m.
- 2. **MODIFICATIONS, ADDITIONS TO AGENDA:** Action item (b) and (e) have been removed from the agenda. Public Hearing Minutes from March 20, 2018 have been added as a consent item (c).

3. PUBLIC COMMENT:

4. CONSENT AGENDA:

- a. Approve Minutes of March 6, 2018 Regular Session.
- b. Approve Accounts Payable with Jaques Sharp in the Amount of \$13,340.
- c. Approve Minutes of March 20, 2018, Public Hearing – Administrative Rules Governing Public-Private Partnership Related to Bridge Replacement.

Motion: Move to approve Consent Agenda.

Move: Sheppard

Second: Meriwether

Discussion: None

Vote: **Aye:** Streich, Sheppard, Meriwether **Absent:** Everitt, Shortt

MOTION CARRIED

5. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

a. Bridge Replacement Project Update: Kevin Greenwood, Bridge Replacement Project Director, provided a brief report on the bridge replacement activities. Greenwood commented that the request for proposals for “Consultant Services for Hood River Bridge Replacement Environmental Studies, Design and Permit Assistance” has been reviewed by legal counsel and staff anticipates receiving a few proposals to prepare studies for environmental clearances. Greenwood also noted that staff has received a proposal from Mott McDonald to develop an updated cost estimate for bridge replacement. Greenwood discussed the project budget for the \$5-million appropriation and environmental impact study committees. Greenwood reported on local community outreach tasks, including his presentation to the White Salmon City Council on March 21 and the discussion and comments made afterward.

6. Work Session – Port Real Estate Portfolio Review

a. EcoNorthwest Presentation of Findings: Anne Medenbach, Property and Development Manager, introduced Matt Craigie, EcoNorthwest, who provided a report on the assistance the Port is receiving with framing a development strategy for the Port’s real estate portfolio. This work session is a first of two planned work sessions with the goal of helping the Commission determine development priorities for the near and long term. Matt Craigie discussed the project process of gathering, organizing, analyzing data of each property. Craigie introduced the strategy framework and discussed guiding principles for the overall strategy. Discussion occurred about the strategic assumptions and evaluation criteria for the Port in regards to developing a diverse portfolio and taking on complex projects to support the economy of the Gorge in a long term.

7. EXECUTIVE DIRECTOR’S REPORT: Michael McElwee, Executive Director, reported that Spring Planning is scheduled for April 17. The FAA has conducted their final review of the Hood River Airport Layout Plan and it has been approved. Anne Medenbach has done an excellent job at moving this project through the lengthy FAA process. Approval of the Glider Concession agreement had to be postponed to a later date due to additional FAA requirements which appear to prohibit a non-profit flying club to participate in commercial activities. The BreezeBy technology has been updated and all lanes have active “on-line real time” data and payment transfer. Facilities crew conducted a near full height lift to do a scheduled bridge maintenance on March 21. Genevieve Scholl, Communications and Special Project Manager, prepared and submitted a request to the Governor’s office to designate Census Tract 9503 as an “Opportunity Zone.” Such designation allows capital gains tax relief for community development investment in the Zone. Commissioners were reminded of the requirement to file an Annual Verified Statement of Economic Interest (SEO) with the Oregon Government Ethics Commission, per ORS 244.050.

8. COMMISSIONER, COMMITTEE REPORT:

- a. Airport Advisory Committee, March 15: Anne Medenbach reported that the Committee has been meeting more frequently and focusing on updating the Ordinance 23 and Minimum Standards. The final public meeting to update the public on the progress made at the airport to reduce noise during operations will take place on April 12, 2018, beginning at 6:00 p.m., at WAAAM.
- b. PNWA Mission to Washington (Streich, Shortt): President Streich reported that PNWA Mission to Washington has been an excellent experience and great networking opportunity to discuss the Hood River/White Salmon Bridge. He reported on meeting with Senators Wyden, Murray, Cantwell and Congressman Walden, as well as department heads of USDA Rural Development.

9. ACTION ITEMS:

a. Approve Amendment No. 1 to Contract with Mott McDonald for Consulting Services Related to Bridge Replacement Not to Exceed \$29,500. Mott McDonald, LLC is an international project management, engineering, development and consulting firm that has managed large construction projects around the world. In amendment No. 1, the Port provided budget authority to contract Mott McDonald to develop an updated preliminary planning level cost estimate for bridge construction.

- Motion:** Approve Amendment No. 1 to contract with Mott McDonald, LLC for cost estimating services associated with bridge replacement, not to exceed \$29,500.
 - Move:** Meriwether
 - Second:** Sheppard
 - Discussion:** None
 - Vote:** **Aye:** Streich, Sheppard, Meriwether **Absent:** Everitt, Shortt
- MOTION CARRIED**

b. Authorize Executive Director to Establish a bi-state Bridge Replacement Advisory Group and Approve Governing Committee Charter. The Port Commission is committed to a transparent and collaborative planning and procurement process for the bridge replacement project. The Bridge Replacement Advisory Group (BRAG) has been identified as a key public component for many tasks such as review and provide feedback during the environmental impact studies, input on the various analytical steps that will be carried out to inform potential delivery models, collaboration on advocacy efforts, and acting as a conduit for public feedback between communities.

- Motion:** Authorize Executive Director to Establish a Bridge Replacement Advisory Group and Approve Governing Committee Charter.
- Move:** Sheppard
- Second:** Meriwether
- Discussion:** None

Vote: **Aye:** Streich, Sheppard, Meriwether
MOTION CARRIED

Absent: Everitt, Shortt

c Authorize Executive Director to Establish and EIS Project Proposal Evaluation Committee and Approve Governing Committee Charter. As part of the pre-construction requirements for the Bridge Replacement Project, the Port will be required to complete the National Environmental Protection Act (NEPA) review. The Environmental Impact Study Evaluation Committee will conduct a transparent and open qualification-based selection process to receive, review and score proposals.

Motion: Authorize Executive Director to Establish an EIS Project Proposal Evaluation Committee and Approve Governing Committee Charter.

Move: Meriwether

Second: Sheppard

Discussion: None

Vote: **Aye:** Streich, Sheppard, Meriwether

Absent: Everitt, Shortt

MOTION CARRIED

f. Approve Intergovernmental Agreement with Crystal Springs Water District for Waterline Improvements for Lower Mill Site Development. The Port has been working with Crystal Springs Water District on the terms and conditions of an Intergovernmental Agreement that will allow the Port to complete a portion of CSWD’s Master Plan Project 21. This agreement will allow the Port to expand the main waterline and increase the level of water flow for fire suppression at the Lower Mill Redevelopment Site.

Motion: Approve Intergovernmental Agreement with Crystal Springs Water District for waterline improvements required for Lower Mill site development.

Move: Meriwether

Second: Sheppard

Discussion: None

Vote: **Aye:** Streich, Sheppard, Meriwether

Absent: Everitt, Shortt

MOTION CARRIED

10. COMMISSION CALL: None

11. EXECUTIVE SESSION: President Streich recessed Regular Session at 6:50 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(F) Consideration of Information or Records That Are Exempt by Law from Public Inspection.

12. ACTION RESULTING FROM EXECUTIVE SESSION:

Approve Resolution No. 2017-18-4 amending the Port’s Public Contracting Rules. Oregon Administrative Rules (OAR 137-48-0220) refine the process for selecting A/E contracts with a value over \$250,000. Local governments may alter these rules when authorized by the State Rule. During the development of the Request for Proposal (RFP) document for the EIS consultant, staff discovered the Port’s A/E rules state that only the top scoring firm may be interviewed. To allow additional firms to be interviewed, which staff would prefer, the Port’s A/E Rules should be amended stating as such.

Motion: Approve Resolution No. 2017-18-4 amending the Port’s public contracting rules.

Move: Sheppard

Second: Meriwether

Discussion: None

Vote: **Aye:** Streich, Sheppard, Meriwether

Absent: Everitt, Shortt

MOTION CARRIED

13. ADJOURN:

Motion: Motion to adjourn the meeting.

Move: Meriwether

Second: Sheppard

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

The meeting was adjourned at 6:59 P.M.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Port of Hood River Commission
Minutes of Public Hearing, March 20, 2018
Marina Center Boardroom
5:00 p.m.

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

5:00 P.M.

Public Hearing – Administrative Rules Governing Public-Private Partnership Related to Bridge Replacement

Present: Staff: Michael McElwee, Kevin Greenwood and Jana Scoggins
Attendees: Michael Oldfather, Ron Anderson, Tammy Kaufman, Arthur Babitz, Kirk Ellison, Sheila Muckridge
Media: None

The Public Hearing on Administrative Rules governing Public-Private Partnership (P3) related to bridge replacement of the Hood River/White Salmon Interstate Bridge took place as scheduled at 5:00 PM on Tuesday, March 20, 2018 at the Port conference room. Six people attended, one provided comment. No written comment has been received to date.

Kevin Greenwood, Bridge Replacement Project Director, provided an overview of the primary purpose of the Administrative Rules. These rules describe the authority granted to the Port of Hood River to enter into P3 Partnership and the process for evaluating P3 proposals received related to the replacement of the bridge between Hood River, Oregon and White Salmon, Washington. Greenwood invited any public comment related to these Administrative Rules.

Michael Oldfather, citizen of White Salmon, expressed that the Port of Hood River should seek substantial bi-state involvement in every process the Port takes during the bridge replacement project.

Hearing no further comment. Mr. Greenwood closed the hearing at 5:10 PM.

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Commission Memo



Prepared by: Anne Medenbach
 Date: April 3, 2018
 Re: Contract with Daniel Larry Homer

The Port budgeted \$22,000 this year to re-side and paint the building where the DMV is located.

The attached contract is with Dan Homer for a re-side, paint and installation of a new window. Dan has done great work for the Port in the past and can complete this task under budget and within our required timeframe.

RECOMMENDATION: Approve contract with Daniel Larry Homer for exterior improvement of 600 E. Port Marina Way in an amount not to exceed \$16,091.

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
between
PORT OF HOOD RIVER, OREGON
and
Daniel Larry Homer

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

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

Project Title: Furnish and install new, pre-painted siding for
600 E. Port Marina Way.
Purpose: Replace siding, install one window on the West side of the building.

CONTRACTOR DATA

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

Full Business Name: Daniel Larry Homer
Contact Person: Dan Homer
Address: 4460 Stoltz Dr.
City, State, ZIP: Parkdale, OR 97041
Business Telephone: (541) 340-0191
Fax:
Email: dmhomerconstruction@gmail.com
Oregon CCB License Number: 129941

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

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: April 10, 2018
 - b. Anticipated Final Completion Date: June 1, 2018
2. **Contractor's Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers' Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
 - Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
 - Exhibit F – Request for Quotation
 - Exhibit G – Contractor's Response to Quotation
 - Exhibit H – W-9 Taxpayer Identification Number and Certification
 - Exhibit I – ORS Chapter 279C Standard Terms for Public Works

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

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

- c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and r of Contract payments for which the Contractor has completed the work.
- 12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
- 13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port .
- 14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
 - a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- 15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
- 16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos- containing materials ("ACM") are present in various locations throughout the building. It is the Port 's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port 's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
- 17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port . Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals.
- 18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
- 19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
- 21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the

work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to main safe work area.

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

CONTRACTOR:

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

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

PORT OF HOOD RIVER, OREGON SIGNATURE

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

Micheal McElwee, Executive Director

Date

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

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Work will be done at 600 E. Port Marina Way, Hood River Oregon

Task 1

1. Supply and install pre-painted Fiber Cement Lap siding/trim with a 7 inch reveal.
2. Flashing to be provided and installed under windows and butt-joists of siding.
3. All corners and trims will be caulked.
4. Trim will be painted after install
5. Moisture barrier will be included
6. Port will choose the color of the trim and siding.

Task 2

7. One 2 x 3 sliding window will be installed on the west side of the building, location to be approved by the Port.

CONTRACT WAGE RATES:

- This project is not subject to prevailing wages
- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$16,091

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

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

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

Dan Larry Homer
4460 Stoltz Dr.
Parkdale, OR 97041

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

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

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

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

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

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

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

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

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

Signature

Date

Not Applicable

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

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

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

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

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

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

Contractor Printed	Contractor
Contractor	Date

EXHIBIT G

<p>Don House Construction 4401 Pacific Ave. Hood River, OR 97031 541-440-0181 541-440-0111 503-244-6262 ext 211 don@donhouseconstruction.com</p>	<h2 style="margin: 0;">Estimate</h2> <table border="1" style="margin: 0 auto;"> <tr> <td style="padding: 2px;">Number</td> <td style="padding: 2px;">E184</td> </tr> <tr> <td style="padding: 2px;">Date</td> <td style="padding: 2px;">3/14/2018</td> </tr> </table>	Number	E184	Date	3/14/2018
Number	E184				
Date	3/14/2018				

Bill To

Port of Hood River
 DMV Building
 Hood River, OR 97031

Ship To

Attn: Ann M
 Port of Hood River
 Hood River, OR 97031

Terms

30 days

Project

Pre painted siding

Description	Amount
Supply and Install Pre-painted Fiber Cement Lap siding/trim with a 7 inch reveal. Flashing provided above windows and butt joints of siding. All corners/trims will be caulked. Trim will be painted after install. moisture barrier included	\$15,291.00

Shipping Cost	\$0.00
Sub Total	\$15,291.00
Total	\$15,291.00

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

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

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,
OREGON

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

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

Exhibit K

Not Applicable

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

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

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

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

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

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Commission Memo



Prepared by: Michael McElwee
 Date: April 3, 2018
 Re: HDR Contract- Task Order No. 1
 Amendment No. 3

On June 16, 2015, the Commission approved a master contract with HDR Engineering (HDR) for a variety of bridge engineering tasks. That contract term is through June 30, 2019.

Task Order No. 1 for On-Call Services makes HDR technical expertise available to assist staff in assessing, analyzing and designing potential repairs and projects. Efforts under this task order have included updates to the 30-year Bridge Long-Term Model, preparation of the Four-Year Work Plan, and unforeseen bridge engineering tasks.

Amendment No. 1 to Task Order No. 1 was authorized in August 16, 2016 to allow for continued HDR On-Call engineering services in FY 2016/17.

Amendment No. 2 to Task Order No. 1 was approved on June 27, 2017 and allowed for the continued availability of HDR for various known and unexpected tasks during FY 17/18. HDR's services under this amendment have included significant unexpected work associated with the damaged through-truss at the lift span and technical analysis of options to paint the centerline. The remaining fee under this Task Order are nearly expended.

This Amendment No. 3 to Task Order No. 1 allows for the continued availability of HDR for various known and unexpected tasks during the remainder of FY 17/18. The work will primarily focus on updating the 30-Year Bridge Model and advising on the bid process for repairs of the damaged truss. The \$10,000 in funding will come from remaining funds in Task Order No. 5, so there will be no impact to the FY 17/18 Budget.

RECOMMENDATION: Approve Amendment No. 3 to Task Order No. 1 to the Master Services Agreement with HDR Engineering, Inc. for bridge engineering services not to exceed \$10,000.

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TASK ORDER 01

SCOPE OF SERVICES
for
ON-CALL ENGINEERING

Amendment No. 3

March 23, 2018

This Task Order Amendment No. 3 pertains to a Personal Services Master Service Agreement, (“Agreement”) by and between Port of Hood River, (“Port”), and HDR Engineering, Inc. (“Consultant”), dated June 17, 2015 (“the Agreement”). **Engineer shall perform** Services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port of Hood River has prioritized immediate and long-term action plans for the goal of maintaining the safety and functionality of their various infrastructure assets, including the Hood River Bridge crossing the Columbia River. As part of this effort, the Port requires technical expertise to assist their staff in assessing, analyzing, and designing various repairs and projects. This on-call contract will allow the Consultant to provide these services throughout the course of the fiscal year, up to but not over the not-to-exceed amount listed herein. This amendment gives the Port continued access to specialized expertise.

PART 2.0 SCOPE OF SERVICES

Task 1: Technical Services & Professional Advice

The Consultant shall perform any combination of a variety of the following tasks associated with the **Port's facilities** only after a specific request made by Port staff:

- Update the short term work plan and long term preservation plan for the Hood River-White Salmon (Columbia River) Bridge; provide alternative preservation plans for with bridge replacement and without bridge replacement outcomes.
- Provide rehabilitation design, plans, and specifications for the north lift-tower portal bracing.
- Provide expert advice on specific issues associated with bridge inspection, maintenance, repair, rehabilitation, and retrofit.
- Provide minor technical engineering design services as it relates to the Port facilities.
- Serve as a Technical Advisor on applications and forms associated with Port project funding, such as STIP applications.
- Present to the Port Commission regarding any of the above mentioned items.
- **Attend meetings, workshops, or other events as requested by the Port at the Port's office in Hood River.**
- Other Port requests specific to engineering as agreed to on a limited basis.

Assumptions

The following assumptions are made:

- All deliverables shall be electronic in MS Word, MS Excel, MS Project, and/or PDF format.
- Items listed above are specific to this on-call engineering task. Major professional service items may require a separate Task Order to execute.
- Port will provide existing documents such as plans, reports, and letters stating decisions impacting the task **order to aid the Consultant's efforts.**
- Expenses for printing, shipping, and travel mileage for this Task Order are reimbursable at cost. Any specific expenses over \$100 require prior approval.
- This on-call Task Order is intended to cover fees and costs not explicitly covered by other Task Orders. The total level of effort for this Task Order is those services requested by the Port for the efforts shown herein, up to the not-to-exceed budget, after which the Port and Consultant may agree on the need for additional support. All services listed herein may not be part of the services provided up to the not-to-exceed budget.

Deliverables

The following items will be delivered to the Port:

- The format of the deliverable will depend on the specific task but may include technical memoranda, correspondence logs, drawings, calculations, spreadsheets, template documents, or any combination of these.

Task 2: Project Management & Administration

The Consultant will provide project management and contract administration for the services provided by the Consultant including project setup, invoicing and progress reports, client coordination, and quality control reviews of deliverables. Consultant will:

- Provide monthly progress reports to the Port and identify budget status and tasks performed to date during the billing period.
- Correspond with Port regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port;

Deliverables:

The following items will be delivered to the Port:

- Invoices and progress reports

PART 3.0 **PORT'S RESPONSIBILITIES:**

Port shall provide the documents noted above, provide access to Port properties as needed, and be available for mutually agreed upon times for site visits.

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by June 30, 2018.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order Amendment No. 3 shall be a not-to-exceed amount of \$10,000, increasing the total fees for labor and expenses for this Task Order to \$105,000, billed monthly based

on actual staff hours expended, actual staff hourly rates times a multiplier of 2.88. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

PART 6.0 OTHER:

None

This Task Order is executed this _____ day of _____, 2018.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: Michael S. McElwee

NAME: Zachary Toledo

TITLE: Executive Director

TITLE: Vice President

ADDRESS: 2000 E. Port Marina Drive
Hood River, Oregon 97031

ADDRESS: 1001 SW 5th Ave
Suite 1800
Portland, OR 97204

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Commission Memo



Prepared by: Anne Medenbach
Date: April 3, 2018
Re: Portfolio Strategy Work Session #2

On March 22, EcoNW conducted the first of two workshops regarding the Port's Real Estate portfolio. The goal of the workshops is to assist the board in creating a strategy framework to guide near term real estate development decisions.

The process is as follows:

Workshop #1: Confirm policy assumptions and evaluation criteria

Workshop #2: Assess near term actions

Spring Planning: Decide on direction (final report)

On March 22, the Board had input on the policy and criteria assumptions presented. These have been refined based on Commission input and will be presented at the work session 2. The April 3 meeting will focus on applying those criteria to each property in a decision matrix exercise. This exercise will help clarify development choices with subsequent discussion on preliminary recommendations for spring planning and budget adoption.

In depth analysis was completed for both existing buildings and Future Development Options (FDO's). The FDO's consist of all Port owned, developable and vacant land. The analysis provides the basis for the recommendations. A cut sheet was created for each property which summarizes the property characteristics and its performance markers. Instead of including all the cut sheets in the packet, staff has provided a summary analysis and a sample cut sheet for each property type, see attached. Reviewing these summaries will be important to the discussion and will assist in understanding the data behind the criteria. All cut sheets will be included in the final report.

RECOMMENDATION: Discussion.

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Development Analysis 2018- FDO Analysis

Summary

Staff conducted multiple types of analysis on the Port's owned, vacant and buildable land. All lands were included. Much work has been done regarding building sizes, infrastructure requirements, use and construction types etc. Walker Macy and EconNW have done extensive work on market and construction rates for waterfront, specifically Lot 1 development. Staff used this previous work to analyze the properties.

Assumptions	Flex warehouse	Flex Production	Flex office	Office/retail
Lease rate/sf	\$ 1.25	\$ 1.54	\$ 1.75	\$ 1.85
Hard cost/sf	\$ 180.00	\$ 187.50	\$ 190.00	\$ 200.00
off waterfront-lease rate	\$ 0.70	\$ 0.75	\$ 0.95	
Hard cost/sf	\$ 100.00	\$ 110.00	\$ 125.00	

Staff wanted to evaluate each property with three options in mind: Sell, lease or develop. To do that, many assumptions were made and the local market was evaluated. These numbers are helpful because they provide a broad picture of each property investment potential and assist with the weighing of each option.

All of the properties have been surveyed, and infrastructure needs are mostly known. Preliminary architecture has been done for most of the properties. And for the remainder, staff has a reasonable idea of what can fit on site with set back and parking requirements. There are cut sheets for each property, however, a roll up of that information is provided here as a summary.

Development Pro-Forma												
Property Name	Total construction cost	Initial investment (20% equity)	Lease rate	NOI yr 1	Cash flow Y1	total 20 yr cash flow	20 Year ave annual cash flow	20 Year IRR w assumption	NPV on sale	Cap rate	cash on cash ave CF	
AD1	Airport	\$ 9,031,500.00	\$ 1,806,300.00	\$ 0.70	\$ 460,793.09	\$ (82,684.91)	\$ 575,121.29	\$ (13,064.23)	\$ 2,511,446.00	8%	-1%	
AD2	Airport	\$ 3,375,000.00	\$ 675,000.00	\$ 0.45	\$ 148,112.06	\$ (54,980.94)	\$ (388,033.87)	\$ (19,401.69)	\$ 155,458.00	9%	-3%	
CI	Barnam	\$ 6,524,000.00	\$ 1,304,800.00	\$ 1.85	\$ 405,956.77	\$ 8,108.77	\$ 2,239,111.61	\$ 117,955.58	\$ 4,234,521.00	7%	9%	
IL1	Jensen South	\$ 6,216,000.00	\$ 1,243,200.00	\$ 1.75	\$ 383,994.24	\$ (58.76)	\$ 1,957,007.74	\$ 97,850.39	\$ 3,590,856.00	7.5%	8%	
M1	JWBP Lot 1	\$ 1,405,530.00	\$ 281,106.00	\$ 0.70	\$ 76,798.85	\$ 594.85	\$ 427,533.00	\$ 21,376.68	\$ 689,450.00	8%	8%	
IL2	Lot D2	\$ 6,225,628.50	\$ 1,245,125.70	\$ 1.75	\$ 385,914.21	\$ 1,282.21	\$ 1,954,218.08	\$ 97,710.90	\$ 3,790,998.00	8%	8%	
C2	Lot B2	\$ 3,512,827.50	\$ 702,565.50	\$ 1.85	\$ 201,446.12	\$ (17,377.88)	\$ 607,672.04	\$ 30,383.60	\$ 1,689,204.00	7%	4%	
M2	Lower Mill-1015	\$ 2,910,075.00	\$ 582,015.00	\$ 0.70	\$ 153,597.70	\$ (29,394.30)	\$ 138,387.10	\$ 6,919.35	\$ 823,131.00	7.5%	1%	
M3	Lower Mill-902	\$ 9,587,550.00	\$ 1,917,510.00	\$ 0.70	\$ 537,591.94	\$ (49,347.06)	\$ 1,792,514.84	\$ 89,625.74	\$ 3,883,799.00	8%	5%	
IL3	Maritime East	\$ 8,978,287.50	\$ 1,795,657.50	\$ 1.54	\$ 506,872.40	\$ (43,403.60)	\$ 1,715,129.42	\$ 85,756.47	\$ 2,757,768.00	8%	5%	
IL4	Maritime West	\$ 8,308,125.00	\$ 1,661,625.00	\$ 1.25	\$ 411,422.40	\$ (98,525.60)	\$ 136,112.58	\$ 13,384.85	\$ 4,370,867.00	7.5%	1%	
C4	Marina Park	\$ 12,585,300.00	\$ 2,517,060.00	\$ 1.85	\$ 811,873.54	\$ 44,542.54	\$ 5,164,723.22	\$ 258,236.16	\$ 21,011,857.00	7%	10%	

Development Analysis 2018- FDO Analysis



Land Lease VS Sale

Property ID	Property Name	Total sf	Maximum buildable sf	Market interest	Proposed use	Land sale price PSF	Total land sale	Land Lease price/sf	Annual land lease payment	20 yr total lease income (2% increase)
AD1	Airport	Commercial Hangars	60,000	Med	warehouse/tech	Cannot sell, Federally obligated		.40/sf/yr	\$ 24,000.00	\$ 583,136.00
AD2	Airport	Box Hangars	30,000	Med	Storage	Cannot sell, Federally obligated		.25/sf/yr	\$ 7,500.00	\$ 182,230.00
C1	Barman	35283	20000	High	Office/retail	\$ 15.00	\$ 529,245.00	.80/sf/yr	\$ 28,226.40	\$ 685,617.00
IL1	Jensen South	15,350	20,000	High	Flex office	\$ 15.00	\$ 230,250.00	.70/sf/yr	\$ 14,000.00	\$ 340,163.00
M1	JWBP	28314	10,000	High	Flex warehouse	\$ 4.00	\$ 113,256.00	.20/sf/yr	\$ 5,662.80	\$ 137,571.00
	Lot 1- below	375922	134,150			\$ 15.00	\$ 5,638,830.00	.70/sf yr	\$ 107,320.00	\$ 2,607,594.00
IL2	Lot D2	27700	20,100	High	Flex office	\$ 15.00	\$ 415,500.00	.70/sf yr	\$ 19,600.00	\$ 476,228.00
C2	Lot B2	66,900	9,925	High	Office/retail	Port policy-no water adjacent sales		.70/sf yr	\$ 8,000.00	\$ 194,379.00
C3	Lot B1	7000	6,580	High	Office/Retail	Port policy-no water adjacent sales		.70/sf yr	\$ 5,600.00	\$ 136,065.00
M2	Lower Mill-1015	60984	20,000	High	Flex warehouse	\$ 5.00	\$ 304,920.00	.25/sf/yr	\$ 15,246.00	\$ 370,437.00
M3	Lower Mill-902	212137	80,000	High	Flex warehouse	\$ 5.25	\$ 1,113,719.25	.25/sf/yr	\$ 53,034.25	\$ 1,288,587.00
M4	Lower Mill-Neal Creek	206038	70,000	High	Manufacturing	\$ 5.00	\$ 1,030,190.00	.25/sf/yr	\$ 51,509.50	\$ 1,251,533.00
IL3	Maritime East	87120	30,000	High	Flex production	Port policy-no water adjacent sales		.50/sf/yr	\$ 43,560.00	\$ 1,058,399.00
IL4	Maritime West	87120	30,000	High	Flex warehouse	Port policy-no water adjacent sales		.50/sf/yr	\$ 43,560.00	\$ 1,058,399.00
C4	Marina Park	106722	40,000	?	Office/retail	Port policy-no water adjacent sales		.60/sf/yr	\$ 61,462.20	\$ 1,493,365.00
		1174585.00	430755.00			Total land sales	\$ 9,375,910.25		\$ 488,281.15	\$ 11,863,703.00

Development Analysis 2018- Future Development Land

LI 1- Jensen South

Jensen South is a small section of ground just south of the Jensen building. There is currently an old structure here that is used as storage. Redeveloping this site into something that is comparable and complementary with the developments across Portway is an attractive proposition.

Infrastructure needs: Infrastructure is to the site but will need to be stubbed out. Parking is on site as well.

Opportunity: Building out the Jensen South property would provide excellent cash flow, a great return over time, diversity as high-end flex space and likely high employee numbers. There is known market interest in this site particularly as it is ready to develop with utilities and access to the site.

Site size	Zoning	Shovel ready date	Max build size
15,350	IL	2019	20,000



Land Lease VS Sale						
Market interest	Proposed use	Land sale price PSF	Total land sale	Land Lease price/sf	Annual land lease payment	20 yr total lease income (2% increase)
Med-high	Flex office	\$ 15.00	\$ 230,250.00	.70/sf/yr	\$ 14,000.00	\$ 340,163.00

Development Pro-Forma					
Total construction cost	Initial investment (20% down)	Lease rate	NOI	20 year ave cash flow	20 Year IRR
\$ 6,139,000.00	\$ 1,227,800.00	\$ 1.75	\$ 383,994.24	\$ 112,959.39	12%

Income Analysis	sf	rate/sf		
	20,000	\$ 1.75	12	\$420,000.00
	Vacancy/Credit loss		3%	-\$12,600.00
Potential Gross Income				\$407,400.00
<i>All reimbursibles passed through, assuming MNW lease</i>				
Non-reimbursible	salary expense		6%	-\$24,444.00
	Reserves		2%	-\$8,148.00
Operating expenses				-\$32,592.00
Net Operating Income				\$374,808.00

Development Costs			
ECONW Hard costs btwn			
flex	125-175	\$	187.50
landscaping		\$	10.00
Site prep		\$	10.00
parking		\$	3,000.00
		\$	60,000.00
Hard costs total			\$ 4,385,000.00
Soft costs	30% hard cost	\$	65.78
soft and hard total			\$ 5,700,500.00
Contingency	10%	\$	14.62
Total Building Development cost		\$	204.63
		\$	6,139,000.00

Ratio	Financed	Port investment	Annual payment	20 year ROI	20 year ave cash flow
80/20	\$ 4,911,200.00	\$ 1,227,800.00	\$ 364,944.00	12%	\$112,959.39

Cash Flow Model										
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Operating Income										
Potential Gross Rent	\$430,500.000	\$441,262.50	\$452,294.06	\$463,601.41	\$475,191.45	\$487,071.24	\$499,248.02	\$511,729.22	\$524,522.45	\$537,635.51
Vacancy/Credit loss	-\$12,978.00	-\$13,367.34	-\$13,768.36	-\$14,181.41	-\$14,606.85	-\$15,045.06	-\$15,496.41	-\$15,961.30	-\$16,440.14	-\$16,933.35
Operating Expenses	\$417,522.000	\$ 427,895.16	\$ 438,525.70	\$ 449,420.00	\$ 460,584.60	\$ 472,026.18	\$483,751.61	\$495,767.91	\$508,082.31	\$520,702.16
<i>assumes MNW lease</i>										
Salary expenses	-\$25,177.32	\$ (25,932.64)	\$ (26,710.62)	\$ (27,511.94)	\$ (28,337.30)	\$ (29,187.41)	\$ (30,063.04)	\$ (30,964.93)	\$ (31,893.88)	\$ (32,850.69)
Reserves	-\$8,350.44	-\$8,557.90	-\$8,770.51	-\$8,988.40	-\$9,211.69	-\$9,440.52	-\$9,675.03	-\$9,915.36	-\$10,161.65	-\$10,414.04
	-\$33,527.76	-\$34,533.59	-\$35,569.60	-\$36,636.69	-\$37,735.79	-\$38,867.86	-\$39,738.07	-\$40,880.29	-\$42,055.52	-\$43,264.74
NOI	\$383,994.240	\$393,361.567	\$402,956.102	\$412,783.314	\$422,848.807	\$433,158.314	\$444,013.537	\$454,887.628	\$466,026.783	\$477,437.427
Less Debt Service	\$ (364,944.00)	\$ (364,944.00)	\$ (364,944.00)	\$ (364,944.00)	\$ (364,944.00)	\$ (364,944.00)	\$ (364,944.00)	\$ (364,944.00)	\$ (364,944.00)	\$ (364,944.00)
CIP budget	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)
Cash Flow	\$9,050.240	\$18,417.567	\$28,012.102	\$37,839.314	\$47,904.807	\$58,214.314	\$69,069.537	\$64,943.628	\$91,082.783	\$102,493.427

Development Analysis 2018- Existing Building Analysis



Summary

Staff created a 10-year cash flow analysis for each building which includes: current leases and terms, expirations, current expenses and income, current capital expenditures as reflected in the 30-year model. The building portfolio, excluding the airport, consists of 8 multi-tenant buildings, with a total square footage of 186,885. The average age is 38.4 years with a vacancy rate of 1%.

	Industrial						Commercial			Average/Total
	Big 7	Wasco	Maritime	Jensen	Halyard	Timber Inc.	DMV	Chamber		
Age	67	13	52	50	7	30	44	44	38.375	
SF	41,671	15,309	38,400	53,582	19846	10000	2320	5757	186,885	
Blended Rate	\$ 0.58	\$ 0.87	\$ 0.55	\$ 0.67	\$ 0.93	\$ 0.82	\$ 1.86	\$ 1.27	\$ 0.94	
NOI	\$ 132,778.00	\$ 48,717.55	\$ 109,440.08	\$ 193,135.10	\$ 114,338.06	\$ 23,228.50	\$ (21,487.13)	\$ 9,116.80	\$ 609,266.96	
OER	0.78	0.75	0.59	0.55	0.72	0.74	1.46	0.90	0.81	
Cash Flow (10 yr average)	\$ 112,249,749	\$ 48,907.12	\$ 112,870.27	\$ (18,431.81)	\$ 107,253.18	\$ 19,017.69	\$ (198.56)	\$ 7,065.64	\$ 388,733.29	

Over the past three years, staff has determined that our lease rates are mostly in line with the market. However, our costs have outstripped our income and continue to rise. To keep up with operating expenses, more of those need to be passed through to the tenant on a pro-rata basis. By implementing a lease structure improvement strategy as leases expire, the Port can gain significant cash flows, keep lease rates in line and recover more operating expenses to ultimately improve building performance and provide cash flows that are reasonable. The table shows how performance improves over time.

	2019	2022	2024
Income	\$ 1,915,699.42	\$ 1,756,319.16	\$ 1,653,939.70
Expenses	\$ 1,294,722.36	\$ 1,152,313.79	\$ 881,659.46
NOI	\$ 620,977.064	\$ 604,005.365	\$ 772,280.239
Cash Flow	\$ 224,977.06	\$ 344,005.37	\$ 372,280.24

	Current NOI	Cap rate	Sales price
Big 7	\$ 130,100.00	9	\$ 1,445,555.56
Wasco	\$ 47,982.00	8	\$ 599,775.00
Halyard	\$ 112,066.00	8	\$ 1,400,825.00

Additionally, staff performed a Discounted Cash Flow analysis on each building with a probable cap rate. This resulted in a potential sales price. The three buildings that the Board has looked at selling in the past are shown here. The idea was that if we sell a building, we could potentially capitalize another project. However, the buildings that would sell all contribute significant cash flow to the Port and thus cannot be sold now.

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Development Analysis 2018-Existing Buildings

Big 7

Big 7 is a flex building that houses mostly established businesses with varying space needs and some start-ups. It is a 4-story building with little parking, an awkward roll up door, varying column spacing and roof height. The spaces are challenging however, due it is a low-cost and great location businesses tend to stay long term.



Performance: This building provides significant cash flow (\$112,000 10-year average) when full although the rental rates are slightly below market. There is a 1% vacancy currently.

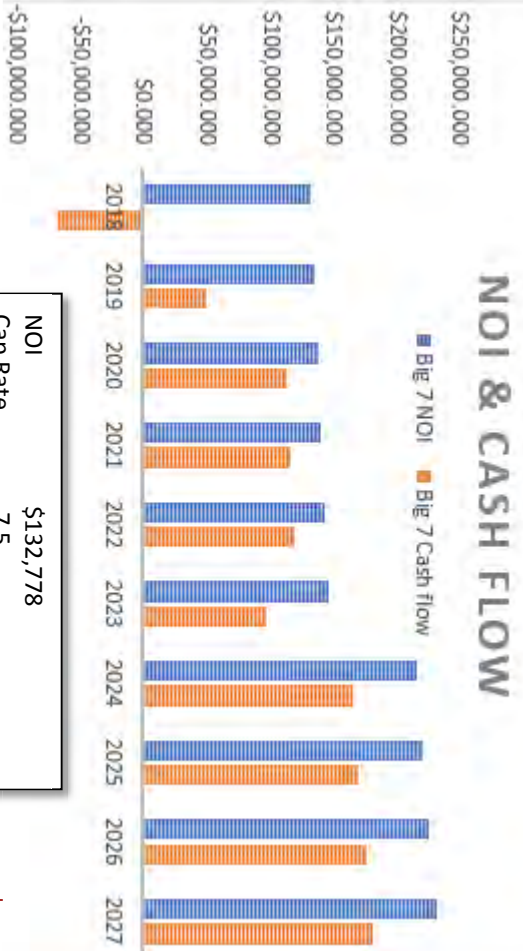
Improvements needed: The largest upcoming CIP is the roof. A non-structural replacement is needed and will be budgeted in the upcoming year for around \$300,000. Otherwise, the building needs minor upgrading i.e. carpet, bathrooms, keying, power refiguring and landscaping. It could be redeveloped with significant investment into a more useable and resilient structure.

Address:	600 Industrial Street
Property Size (acres):	0.89 acres
Building Age/Year Remodeled:	70 years old Built in the 1940's
Building Size (Square Feet):	42,000 sf
Zone:	LI
Construction Type:	Concrete t
Current Use:	Flex



Tenant List				
Name	SF	blended rate	Term	Renewals
Electronics Assemblers	20031	0.59	10/31/2019	10/31/2024
Gorge Net	4948	0.62	none	10/31/2023
Big Y	4074	0.48	1/31/2018	1/31/2018
Real Carbon	3800	0.71	1/31/2019	1/31/2019
Soniq	2495	0.6	9/31/22	9/31/2023
Peterson	500	0.5	month to month	

Income Analysis		sf	rate/sf/mo	
	Vacancy/Credit loss	35848	\$ 0.57	\$245,000.00
	Reimbursable-utilities			\$56,900.00
	Reimbursable-Taxes			\$19,900.00
Effective Gross Income				\$321,800.00
Reimbursible				Utilities
not currently passed through				Maintenance (fixed &misc)
not currently passed through				Taxes
not currently passed through				Insurance
not currently passed through				Professional Services
Non-reimbursible				Salary Expense
				Reserves
Net Operating Income				\$130,100.00
				OER 0.60



Cash Flow Model												
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027		
Operating Income												
Potential Gross Rent	\$251,125.000	\$257,403.13	\$263,888.20	\$270,434.16	\$277,195.01	\$284,124.89	\$291,228.01	\$298,508.71	\$305,971.43	\$313,620.71		
Vacancy/Credit loss	NA	NA	NA	NA	NA	NA	-\$8,736.84	-\$8,955.26	-\$9,179.14	-\$9,408.62		
Reimbursible utilities	\$58,607.00	\$ 60,365.21	\$ 62,176.17	\$ 64,041.45	\$ 65,962.69	\$ 67,941.58	NA					
Reimbursible Taxes	\$20,497.00	\$ 21,111.91	\$ 21,745.27	\$ 22,397.63	\$ 23,069.55	\$ 23,761.64	NA					
							=					
Effective Gross Income	\$330,229.000	\$ 338,880.25	\$347,759.64	\$356,873.23	\$ 366,227.26	\$375,828.10	\$282,491.17	\$289,553.45	\$296,792.28	\$304,212.09		
Utilities	\$69,010.00	\$ 71,080.30	\$ 73,212.71	\$ 75,409.09	\$ 77,671.36	\$ 80,001.50	Fully reimbursible					
Maintenance	\$46,350.00	\$ 47,740.50	\$ 49,172.72	\$ 50,647.90	\$ 52,167.33	\$ 53,732.35	Fully reimbursible					
Taxes	\$18,540.00	\$ 19,096.20	\$ 19,669.09	\$ 20,259.16	\$ 20,866.93	\$ 21,492.94	Fully reimbursible					
Insurance	\$9,476.00	\$ 9,760.28	\$ 10,053.09	\$ 10,354.68	\$ 10,665.32	\$ 10,985.28	Fully reimbursible					
Professional services	\$3,090.00	\$ 3,182.70	\$ 3,278.18	\$ 3,376.53	\$ 3,477.82	\$ 3,582.16	Fully reimbursible					
Salary expenses	\$50,985.00	\$ 52,514.55	\$ 54,089.99	\$ 55,712.69	\$ 57,384.07	\$ 59,105.59	\$ 60,878.76	\$ 62,705.12	\$ 64,586.27	\$ 66,523.86		
Reserves	NA	NA	NA	NA	NA	NA	\$5,649.82	\$5,791.07	\$5,935.85	\$6,084.24		
Operating Expenses	\$197,451.00	\$203,374.53	\$209,475.77	\$215,760.04	\$222,232.84	\$228,899.83	\$ 66,528.58	\$ 68,496.19	\$ 70,522.12	\$ 72,608.10		
NOI	\$132,778.000	\$135,505.715	\$138,283.871	\$141,113.196	\$143,994.421	\$146,928.279	\$215,962.59	\$221,057.26	\$226,270.17	\$231,603.99		
Less Debt Service												
CIP budget	\$ (200,000.00)	\$ (86,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ (50,000.00)	-\$50,000	-\$50,000	-\$50,000	-\$50,000		
Cash flow	-\$67,222.000	-\$49,505.715	\$113,283.871	\$116,113.196	\$118,994.421	\$96,928.279	\$165,962.590	\$171,057.261	\$176,270.167	\$181,603.989		

Commission Memo



Prepared by: Anne Medenbach
Date: April 3, 2018
Re: Maritime Site Planning – Concept Alternatives

Staff has been working with Livermore Architecture & Engineering Inc. (Livermore) for the past month on concept plans for the Maritime site.

The existing Maritime building is at the end of its life, and in 2021 will be vacant and ready for redevelopment. There is an opportunity to construct a building before that time on the east side of the lot. Instead of just looking at the east side of the parcel, staff wanted to conceptualize a plan for the entire site.

Inherent issues to development are the Refinement Plan restrictions, the wastewater treatment plant and the 75-foot top of bank setback. With these constraints in mind, Staff asked Livermore to design 3 concept options for the site.

Within these three options, Staff wanted to look at different types of development allowed, i.e. light industrial: warehouse, production, office. The warehouse/production option is A1. This maximizes the site for heavier industrial use with lots of truck amenities and little square footage for higher employee use types.

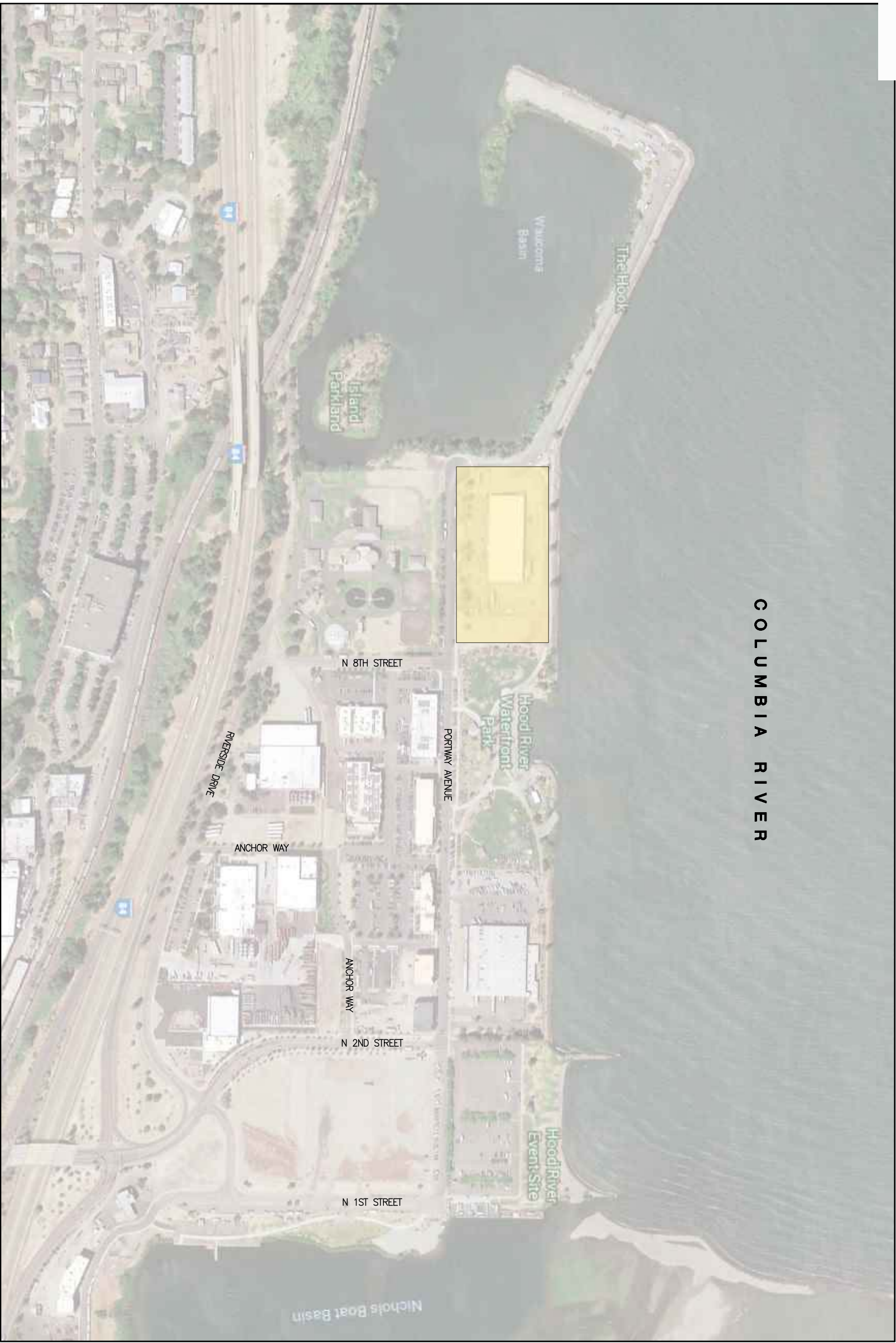
Option A2 looks at maximizing industrial office space and the parking impacts of more employees.

Option A3 combines the two to find a balance between a more employee intensive development versus a production focused one.

The goal of this discussion is not to land on an option, but rather to begin thinking about how those options could be combined or selected to meet near and future development needs on the waterfront.

RECOMMENDTION: Discussion.

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COLUMBIA RIVER

ZONING DATA

PRIMARY ZONE: LI – LIGHT INDUSTRIAL ZONE
 OVERLAY ZONES: WATERFRONT OVERLAY ZONE, IAMP – INTERCHANGE AREA MANAGEMENT PLAN, SUBAREA: 3

EXISTING USE: LIGHT INDUSTRIAL

BUILDING SETBACKS (LI, SUBAREA 3):

- FRONT: MAXIMUM OF 20'
- SIDE: NONE
- REAR: 75' FROM TOP OF BANK

MAXIMUM BUILDING FOOTPRINT: 25,000SF

MAXIMUM BUILDING HEIGHT: 28'

BICYCLE PARKING REQUIREMENTS:

- RETAIL: 2 UNCOVERED OR 1 PER 12,00SF, 2 COVERED OR 1 PER 12,000SF
- OFFICE: 2 UNCOVERED OR 1 PER 40,000SF, 2 COVERED OR 1 PER 10,000SF

AUTO PARKING REQUIREMENTS:

- LI – LIGHT INDUSTRIAL ZONE REQUIRES 1 PARKING SPACE PER EMPLOYEE
- PARKING CANNOT BE LOCATED BETWEEN SIDEWALK AND BUILDING

TRUCK LOADING AND MECHANICAL EQUIP:

- MUST BE SCREENED FROM VIEW FROM THE WATERFRONT TRAIL, STREETS, AND SIDEWALKS WHEN POSSIBLE

MINIMUM LANDSCAPED AREA: 15% (TBD)

WATERFRONT TRAIL: LANDSCAPED AT LEAST 20' LANDWARD OF EDGE OF TRAIL

BUILDING DESIGN SHALL COMPLY WITH THE CITY OF HOOD RIVER'S DESIGN STANDARDS

COLUMBIA RIVER



PORTWAY AVENUE



ZONING DATA

PROPOSED USE: LIGHT INDUSTRIAL WAREHOUSE, MANUFACTURING, AND RETAIL

ASSUMED AUTO PARKING REQUIRED:

- pFRIEM: 30 SPACES
- pFRIEM RETAIL: 8 SPACES
- LIGHT INDUSTRIAL 1: 38 SPACES
- LIGHT INDUSTRIAL 2: 24 SPACES

TOTAL ASSUMED SPACES: 100 SPACES

ASSUMED PARKING REQUIREMENTS BASED UPON:

- pFRIEM'S PROPOSED NUMBER OF EMPLOYEES
- PROPOSED LIGHT INDUSTRIAL: 1.5 SPACES PER 1,000 SF
- PROPOSED RETAIL: 1 SPACE PER 300 SF

TOTAL PROPOSED PARKING SPACES: 106 SPACES

LIVERMORE
ARCHITECTURE &
ENGINEERING, INC.

Phone: 503-892-3002
www.livemoreae.com

MARITIME SITE
910 PORTWAY AVENUE
HOOD RIVER, OR 97031

JOB: 218007.00
DATE: 03/28/18
SCALE: 1" = 60'

OPTION 1 CONCEPT SITE PLAN

A1.1



(47)

LIVERMORE
 ARCHITECTURE &
 ENGINEERING, INC.

Phone: 503-892-3002
 www.livemoreae.com

MARITIME SITE
 910 PORTWAY AVENUE
 HOOD RIVER, OR 97031

JOB: 218007.00
 DATE: 03/28/18
 SCALE: NOT TO SCALE

OPTION 1 3D SITE VIEW

A1.2

COLUMBIA RIVER

ZONING DATA

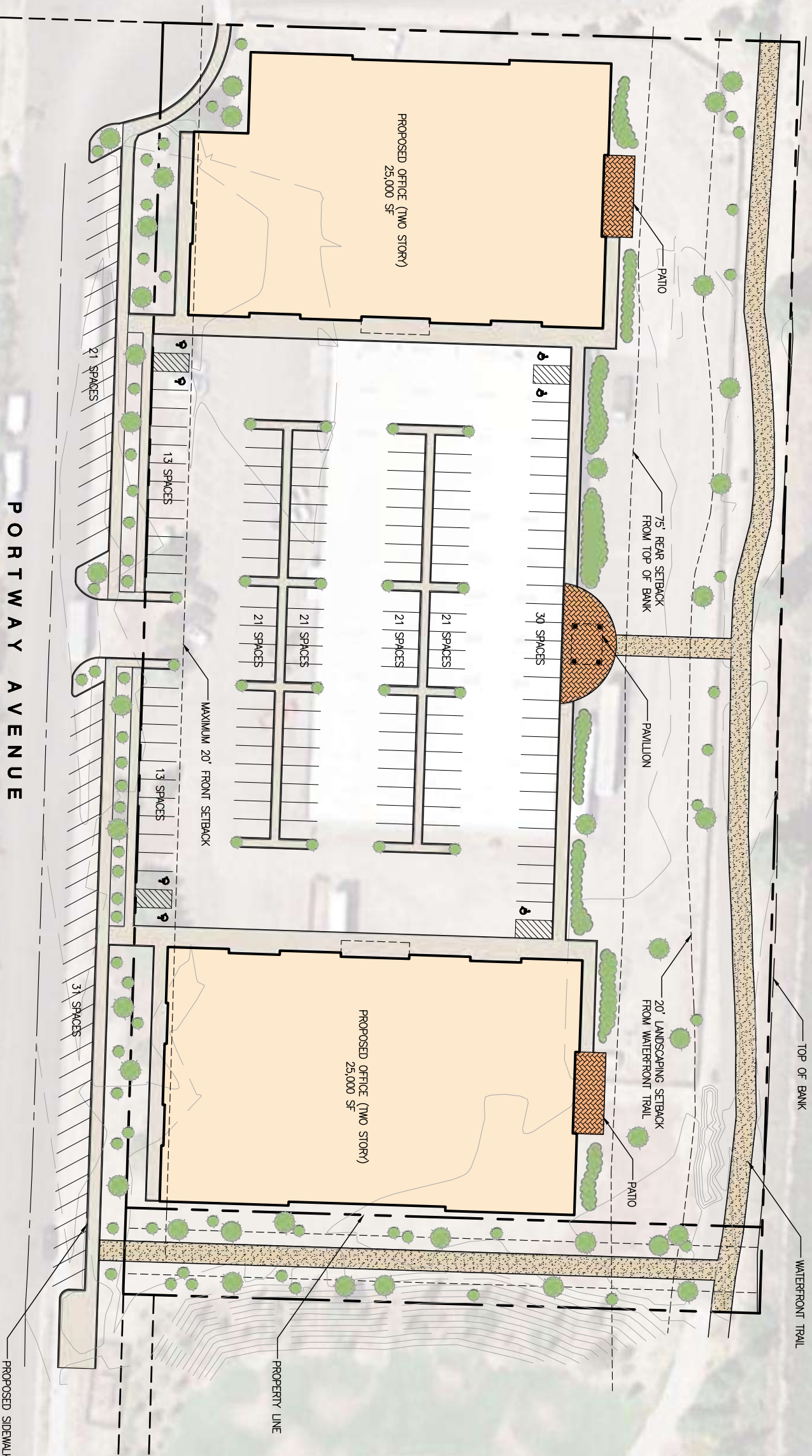
PROPOSED USE: LIGHT INDUSTRIAL OFFICE

ASSUMED AUTO PARKING REQUIRED:
OFFICE: 200 SPACES

TOTAL ASSUMED SPACES: 200 SPACES

ASSUMED PARKING REQUIREMENTS BASED UPON:
-PROPOSED OFFICE: 2.0 SPACES PER 1,000 SF

TOTAL PROPOSED PARKING SPACES: 192 SPACES





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ENGINEERING, INC.

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MARITIME SITE
910 PORTWAY AVENUE
HOOD RIVER, OR 97031

JOB: 218007.00
DATE: 03/28/18
SCALE: NOT TO SCALE

OPTION 2 3D SITE VIEW

A2.2

COLUMBIA RIVER



ZONING DATA

PROPOSED USE: LIGHT INDUSTRIAL OFFICE AND WAREHOUSE

ASSUMED AUTO PARKING REQUIRED:

OFFICE: 126 SPACES
 LIGHT INDUSTRIAL: 41 SPACES

TOTAL ASSUMED SPACES: 167 SPACES

ASSUMED PARKING REQUIREMENTS BASED UPON:

-PROPOSED OFFICE: 2.0 SPACES PER 1,000 SF
 -PROPOSED LIGHT INDUSTRIAL: 1.5 SPACES PER 1,000 SF

TOTAL PROPOSED PARKING SPACES: 147 SPACES



LIVERMORE
ARCHITECTURE &
ENGINEERING, INC.

Phone: 503-892-3002
www.livemoreae.com

MARITIME SITE
910 PORTWAY AVENUE
HOOD RIVER, OR 97031

JOB: 218007.00
DATE: 03/28/18
SCALE: NOT TO SCALE

OPTION 3 3D SITE VIEW

A3.2

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Commission Memo

Prepared by: Fred Kowell/Michael McElwee
Date: April 3, 2018
Re: Waterfront Parking Plan
Fee Schedule



With Commission approval of the “Waterfront Parking Plan” the Port will need to determine appropriate hourly rates for parking and reasonable fees for violations.

The attached draft “Schedule of Fees and Penalties” represents extensive staff discussion and consultation with Duncan Solutions, the recommended parking enforcement contractor. There are many issues associated with this Schedule and staff will review them in detail with the Commission and seek feedback at the meeting.

Once finalized, these amounts will be programmed into the on-site pay stations this summer and advertised widely to parking customers. It is important to finalize the Schedule by the end of April.

RECOMMENDATION: For discussion.

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2018 Waterfront PARKING PLAN

Schedule of Fees and Penalties

Draft: April 3, 2018

Parking Fees

	Passenger Cars		Commercial Trucks	
	Apr. 1 – Oct. 15	Oct. 16 – Apr. 14	Apr. 1 – Oct. 15	Oct. 16 – Apr. 14
Area 1: Nichols Basin	\$2/ hr. <i>Max. 2 Hr. Stay</i>	\$1/ hr. <i>Max. \$8 Daily Fee</i>		
Area 2: N. 1 st Street	\$2/ hr. <i>Max. 4 Hr. Stay</i>	\$1/ hr. <i>No Limits</i>	\$2/ hr. <i>Max. \$15</i>	\$1/ hr. <i>Max. \$10</i>
Area 3: Portway East/Lot #1	\$2/ hr. <i>Max. 4 Hr. Stay</i>	\$1/ hr. <i>Meadows Lease</i>		
Area 4: Event Site	N/A <i>Booth Open</i>	\$1/ hr. <i>HRM Ski Bus</i>		
Area 5: West Jensen	\$2/ hr. <i>Max. \$8 Daily Fee</i>	\$1/ hr. <i>Max. \$8 Daily Fee</i>		
Area 6: Jensen Tenant Lot	Not Allowed <i>Tenants Only</i>	Not Allowed <i>Tenants Only</i>		
Area 7: West Portway	Not Allowed <i>Tenants Only</i>	Not Allowed <i>Tenants Only</i>	\$200/ Month <i>Each Trucking Company</i>	

Notes:

Commercial Truck is defined as a tractor or tractor/trailer combination in excess of 10,000 gvw
 Overnight parking for Commercial Trucks is allowed on 1st Street and West Portway.
 No passenger car/truck, van parking allowed after midnight, all lots.

Violation Penalties *(in addition to any parking fee owed)*

	Penalty (Additive)					
	1 Day	2-30 Days	31-60 Days	61-90 Days	Over 90 Days	
Overtime Parking	\$10	\$10	\$25	\$25	Duncan Collections	
Wrong Information – Paid (1)	Verify	-	-	-		
Non-Payment (single space)	\$25	\$10	\$25	\$25		
Parking in Unauthorized Space (2)	\$25	\$10	\$25	\$25		
Double Parking – Paid One	\$25	\$15	\$30	\$25		
Overnight Parking Passenger Car (3)	\$20	\$30	\$30	\$30		
Overnight Parking Sleep in Vehicle (4)	\$30	\$10	\$25	\$25		
Overnight Parking Tractor Trailer – No Pay	\$50	\$30	\$30	\$30		
H/C Ramp, Fire Lane, etc. (5)	-----Contact City Police-----					

Notes:

Penalties listed do not include collection fees assessed by Duncan.

- (1) Customers that pay but inputted wrong information (e.g. license plate) may have their fee waived if same day at Port office.
- (2) Unauthorized parking stalls are Event Site entrance, Area 7 & Area 8.
- (3) Overnight parking passenger car is defined as parked past midnight.
- (4) Overnight parking sleeper vehicles is defined as car, van, camper or motorhome occupied past 11:00 p.m. or at 5:00 a.m.
- (5) Municipal Enforcement takes place including towing.

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Hood River-White Salmon Bridge Replacement Project

Project Director Report

April 3, 2018



The following summarizes Bridge Replacement Project activities from March 21 through April 3, 2018.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

REQUEST FOR PROPOSALS (RFP) PROCESS

- Key timeline dates (Commission meetings in *italics*), X=completed:
 - Release RFPMarch 28, 2018 X
 - Pre-Submittal MeetingApril 18, 2018
 - Submittals Due to the SWRTC.....April 25, 2018
 - EISEC Interviews top ranked proposers..... May 23, 2018
 - Management Prepares Commission Staff Report May 29, 2018
 - *Commission Authorizes Negotiations to Begin* June 5, 2018
 - Management Prepares Commission Staff ReportJune 26, 2018
 - *Commission Approves Contract (tent.)*July 3, 2018
 - Contract Begins/Notice to ProceedJuly 2018
- Summary of process for Commission Approval:
 - Evaluation Committee Scores Proposals and presents to Management
 - Management Compiles Comments, Scores and presents to Commission
 - Commission Authorizes Management to enter into negotiations with top scoring firm.
 - If unable to secure favorable terms with top firm, Management will seek approval from Commission to begin negotiations with next highest ranked proposer.
 - Upon successful negotiations being completed, Management will bring contract to Commission for final approval.
 - Process can be ended at any time by Commission.
- Staff has met with and answered questions for a number of consultant teams that are preparing to submit proposals. Now that the RFP has been issued, all contact with potential bidders are being directed to Dale Robins, SW Reg. Trans. Council.
- FHWA Oregon State Director, Phil Ditzler, confirmed that if the Port were to received FHWA funding the Oregon division would serve as the lead agency. If a Washington entity, such as the SWRTC received funding for the bridge, the Washington division would serve as the lead agency.

OTHER ITEMS

- Project Director continues to keep Kristen Stallman, and other ODOT team members, informed on progress.
- CFO has prepared first ODOT reimbursement request of \$95k for Jan. and Feb. 2018 activity.

PROJECT DELIVERY CONSIDERATION

P3 ADMINISTRATIVE RULES PROCESS

- Key timeline dates (Commission meetings in *italics*), X=completed:
 - *Prelim Review Draft #1 Discussed*January 23, 2018 X
 - *Commission Directs Changes to Draft #1*.....February 6, 2018 X
 - *Commission Directs Changes to Draft #2*.....February 20, 2018 X
 - Public Discussion Draft ReleasedFebruary 23, 2018 X
 - Written Comments DueMarch 15, 2018 X
 - *Public Hearing #1*March 20, 2018 X
 - *Commission Reviews PD Draft Changes (if any)*..... April 3, 2018
 - Staff Prepares Revised Recommended DraftApril 6, 2018
 - Notice for Second Hearing.....April 13, 2018
 - Written Comments DueApril 27, 2018
 - Staff Prepares Compilation of CommentsApril 30, 2018
 - *Public Hearing #2* May 1, 2018
 - Comments Reviewed; Recommendations to Comm..... May 4, 2018
 - Post Final Draft on Website..... May 11, 2018
 - *Commission Vote on Final Draft of Rule* May 15, 2018
- Only a single comment was received during Public Hearing #1. The comment was included in the March 22nd (rescheduled) board packet.
- Staff is recommending that no changes be made to the Public Discussion Draft and will begin preparing a Recommended Draft for Public Review.

TRAFFIC & REVENUE ANALYSIS

- Staff has obtained recent traffic studies from the Bingen Overpass Origin-Destination Study (2017) and the I-84 Exit 64 Interchange Study (2009/10). Studies have been passed along to Steve Siegel, along with our bridge traffic data, to begin reviewing some introductory modeling.

FINANCIAL MODELING

- Lowell Clary has produced a list of financial modeling criteria that can serve as the foundation for developing models.
- Clary has identified two similar bridge scenarios nation-wide but is looking for at least two more case studies to present to the Commission. Here are his qualifying criteria:
 - Location/Rural: This is the area that is the most challenging as most new/replacement bridges are in urban areas.
 - Governing/Ownership Entity: Local Government; Bi-State Entity/Authority; Other local government entity structure; Private. Will include brief description of the entity, legal authority, etc.
 - Key Statistics – Traffic, Toll Rates, Annual Revenues

- New/Replace Bridge Brief Description and Costs: Looking in the \$100M to \$500M range, prefer \$150M to \$300M range.
- Year Bridge Replaced: Looking for within the last 10 to 15 years, prefer last 5 to 7 years.
- Project Delivery and Funding Approach.
- Any Other Key Items to Note (such as did the governing entity change, how did they deal with bridges that are owned by one side of the river and touched by on the other, etc.)

FINANCING OPTIONS

- The extremely popular TIGER grant program was tripled from \$500M to \$1.5B in the recent Federal Omnibus Budget Agreement. It also increased the amount required to go to rural projects from 20 to 30 percent of \$450M.
- Clary noted that those there is no specific requirement that permits are in hand, he noted that having the project “production ready” is required. It may be early to submit an application, but staff continues to monitor opportunities.

CONSTRUCTION COST ESTIMATE

- Contract has been executed and work is underway.
- Anticipate deliverable by May 1.

COMMUNITY OUTREACH

- Letters from Commissioner Streich to area local governments have been submitted. Management anticipates at least a month before all positions are filled.
- Exec. Dir. and Project Dir. Will be meeting with WSDOT officials to discuss potential legislative issues on 4/13.
- Project Director met with Skamania County Commission, 3/20; KIHR radio with Exec. Dir., 3/19; Arthur Babitz, 3/19; and White Salmon City Council, 3/21.
- Project Director will be meeting with Klickitat County Transportation Committee, 4/4; and Skamania County Transportation Committee, 4/4.
- The next Port newsletter will include a Q&A section on the bridge replacement.

ADMINISTRATIVE

- Port intern Nando Rodriguez continues to assist with contact tracking and concept schedule development.
- Attended the Design/Build Infrastructure Authority Conference in Portland on Thursday, March 22nd primarily to network with industry consultants to place the project on their radar.
- Will be providing more detail in the FY18-19 Bridge Replacement Budget for discussion during Spring Planning.

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Commission Memo



Prepared by: Anne Medenbach
Date: April 3, 2018
Re: Ordinance 23 and Minimum Standards

Staff and the Airport Advisory Committee (“AAC”) have been diligently working on revisions to the Airport Ordinance 23 in conjunction with a set of Minimum Standards.

Attached are the final drafts with red lines from the last version the Commission was presented with. There are some major changes to Ordinance 23 and additions to the Minimum Standards.

The documents have been approved by the AAC in the revised form. Staff is looking for feedback from the Commission tonight and approval to move forward with the public hearing and ordinance adoption process.

The first hearing is proposed for May 1st with a final adoption and approval of both Ordinance 23 and the Minimum Standards on May 15.

RECOMMENDATION: Discussion

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Port of Hood River, Ordinance 23, Revision

ORDINANCE NO. 23

AN ORDINANCE REGULATING CONDUCT AT THE KEN JERNSTEDT AIRFIELD AND SUPERSEDEING AND REPLACING PRIOR ORDINANCE 23, DATED MAY 24, 2011

WHEREAS, the Port of Hood River, a public authority created pursuant to the laws of the State of Oregon, and owner and operator of Ken Jemstedt Airfield, possesses the authority to adopt ordinances in furtherance of the safety and welfare of the users of Ken Jemstedt Airfield and the general public, and to enforce the provisions of those ordinances;

WHEREAS, increasing use of the Ken Jemstedt Airfield, the need to clarify use procedures for airport improvements, the need to improve safety and requests by the Federal Aviation Administration require the formulation and implementation of the following Ordinance regulating use and activity at Ken Jemstedt Airfield;

NOW, THEREFORE, the Port of Hood River finds and ordains as follows:

SECTION 1. Scope of Ordinance. This Ordinance regulates conduct at the Ken Jemstedt Airfield.

SECTION 2. Definitions. Unless the context requires otherwise, for purposes of this Ordinance the following definitions apply, whether or not capitalized in the Ordinance text:

- a. **"Alternative Grass Landing Area" or "AGLA"** means the grass area at the east end of the Airport and parallel to Runway 7/25 intended to accommodate aircraft landings. The AGLA is **not** an alternative landing area but an integral part of Runway 7/25. The AGLA is shown on Exhibit 'A' attached hereto and incorporated herein.
- b. **"AGLA Procedures"** means Federal Aviation Administration approved rules that establish use of the AGLA depicted in Exhibit 'C' attached hereto and incorporated herein by reference.
- c. **"Aircraft"** means any device that can be used for human flight, other than Ultralight vehicles as defined in Federal Aviation Regulation§ 103.
- d. **"Airfield"** means any runway, taxi-way and area between a runway and taxi-way, and includes areas extending westerly and easterly beyond any runway and taxi-way, and all other areas used for "aviation activity" as defined below including within the Airport "Runway Protection Zone", as defined by the Federal Aviation Administration.
- e. **"Airport"** means all real property owned or controlled by the Port that constitutes the area commonly known as the Ken Jemstedt Airfield, a public general aviation airport in Hood River County, bounded on the west by Tucker Road and on the east by vacated Orchard Road as shown on Exhibit 'A' attached hereto, and as may be extended hereafter, including any Port structures or fixtures thereon.

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- f. **"Airport Administration Building"** means the structure(s) where the FBO conducts business, including areas within an FBO structure designated to be accessible to the general public.
- g. **"Airport Road"** means the road south of and adjacent to the Airport.
- h. **"Aviation Activity"** means parking, moving, operating, maintaining, modifying or repairing aircraft on the Airport.
- i. **"Board"** means Port of Hood River Board of Commissioners.
- j. **"Camp"** means erecting a tent or shelter, arranging bedding or occupying a parked vehicle, trailer or camper for purposes of, or in such a way as will permit, sleeping or remaining overnight.
- k. **"Commercial Activity"** means any Aviation Activity which originates at the Airport, is made available to the general public or involves two or more persons or entities, and is undertaken for profit or personal financial gain, irrespective of where or when payment occurs. Payment includes all forms of compensation, including financial, trade and donations.
- l. **"Commercial Access Agreement"** means a Port written agreement whereby the Port authorizes a person to engage in Commercial Activity and to come onto and leave the Airport at a particular location in an aircraft or motor vehicle, under specified terms and conditions.
- m. **"Commercial Glider Operator"** means a person or business that is authorized by the Port to provide glider services to the public as a Commercial Activity.
- n. **"Commercial Operator"** means any person or entity that carries out Commercial Activities at the Airport.
- o. **"Concession Agreement"** means a fully executed written agreement between the Port and a person or business entity authorizing the use or establishment of facilities for Commercial Activity and setting forth the terms and conditions under which the Commercial Activity may take place.
- p. **"Executive Director"** means the person the Board has appointed to act as the general manager of all Port operations.
- q. **"FAA"** means the Federal Aviation Administration.
- r. **"FARs"** means Federal Aviation Regulations which are regulations implemented by the FAA governing aviation activity within the United States and are designed to promote aviation safety and the safety and welfare of the general public.
- s. **"FBO"** means the Fixed Base Operator who may be a Port employee, or may be a commercial entity or person having an agreement with the Port to manage aspects of Airport operations and conduct certain Commercial Activity including aircraft maintenance, instruction and retail sales and may be the authorized representative of the Port under designated circumstances; the FBO shall include owners or employees of the FBO or FBO contractors permitted by the Port to perform FBO functions.
- t. **"Glider"** means a heavier-than-air aircraft, that is supported in flight by the dynamic reaction of the air against its lifting surfaces and whose free flight does not depend principally on an engine.
- u. **"Glider Flight Activity"** means final preparation of a glider for launch prior to takeoff, moving a glider to a takeoff location, and moving a glider away from the area where a

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glider has landed.

v. **"Glider Operations Area"** means the Airport areas shown on Exhibit 'A' and on Exhibit 'B' attached hereto and incorporated herein by reference, designating where gliders are prepared for launching, launched, brought after landing, and temporarily parked during glider flight activity.

w. **"Glider Support Area"** means that Airport area shown on Exhibit 'A' and Exhibit 'B' attached hereto, designating the area where all persons not directly involved in Glider Flight Activity but interested in observing Glider Flight Activity, gather; where recreational glider pilots meet immediately prior to launch; and where Commercial Glider Operators meet with customers to transact business, including registering customers for glider flights. Glider Flight Activity is prohibited in the Glider Support Area.

x. **"Glider Trailer"** means any vehicle used to transport and/or store a Glider.

y. **"Limited Access Areas"** means those areas of the Airport the Port has made available to tie down aircraft or to provide access to T-Hangars for use by Airport tenants or persons moving aircraft, shown on Exhibit 'A' attached hereto and incorporated herein.

z. **"Motor Vehicle"** means a motorized device capable of being used on a street, roadway or path.

aa. **"No Access Areas"** means those areas where no pilot or public access is permitted unless a legal right exists, because the areas are leased for Commercial Activity, are used for Port purposes, or contain critical weather-related apparatus, shown on Exhibit 'A' attached hereto.

bb. **"Non-Commercial Operator"** means any person or entity that carries out Aviation Activities at the airport other than a Commercial Operator.

cc. **"NOTAM"** (Notice-To-Airmen) means a notice containing timely information on unanticipated or temporary changes to components of hazards in the National Airspace System (NAS). Component changes may pertain to facilities, services, procedures or hazards in the NAS. A NOTAM provides information that becomes available too late to publish in the associated aeronautical charts and related publications. The NOTAM system is not intended to be used to impose restrictions on airport access for the purpose of controlling or managing noise, or to advertise data already published or charted.

aa. **"Official Sign"** means all signs, signals, markings, devices and placards placed, erected or provided by the Port for the purpose of guiding, directing, warning or regulating aircraft, motor vehicle traffic or personal conduct.

bb. **"Peace Officer"** means a peace officer appointed by the Port pursuant to ORS 777.190, or a peace officer as defined in ORS 161.015.

cc. **"Pilot in Command"** means the person responsible for the aircraft as defined by FAA regulations.

dd. **"Port"** means Port of Hood River.

ee. **"Port Tenant"** means any person or business that has entered into a lease or rental agreement with the Port or FBO including renting T-Hangars, Tie-Downs or commercial properties at the Airport.

ff. **"Recreational Glider Pilot"** means an individual that engages in Glider Flight Activity for personal use without receiving compensation of any kind for use of the Glider or for acting as a Glider pilot or instructor.

gg. **"Restricted Access Areas"** means an aircraft runway, all taxi-ways, and areas within 150 feet of a runway or taxi-way at the Airport, shown on Exhibit 'A' attached hereto.

hh. **"Small Unmanned Aerial System" SUAS** means an unmanned aerial system that weighs under 55 pounds as defined in FAA part 107.

hhj. **"Tow Plane"** means any aircraft used to launch a glider.

hjj. **"UNICOM"** (Universal Communications) means a ground-to-air radio

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Port of Hood River, Ordinance 23, Revision

communication station that may provide airport advisory information to aircraft pilots and persons involved with aviation activity.

~~jjk~~. "Ultralight" is any vehicle meeting the definitions set forth in FAR Part 103.1.

SECTION 3. Commercial Activity. No person shall engage in any Commercial Activity at the Airport without the prior approval of the Port, under the terms and conditions prescribed by the Port.

When the Port determines that a person proposes to engage in Commercial Activity at the Airport in the future, the Port may grant that person permission to do so, may issue a Concession Agreement, may require the person to enter a lease or may deny permission to do so.

Minimum Standards, which are adopted by the Port by resolution, outline the type of activities, both commercial and non-commercial that may be carried out at the Ken Jernstedt airfield as well as the basic requirements for each activity type. These Minimum Standards ensure that each Commercial and Non-Commercial Operator is held to uniform standards to ensure efficient, non-discriminatory and safe operations at the Airport. All persons engaging in Commercial and Non-Commercial Activities at the Airport must comply with Port resolutions establishing Minimum Standards.

SECTION 4. Littering. No person shall litter at the Airport. Littering is defined as the dumping, throwing, placing, depositing or leaving, or causing to be dumped, thrown, deposited or left any refuse of any kind or any object or substance which tends to pollute, mar or deface.

SECTION 5. Fireworks. No person shall ignite fireworks or similar incendiary devices of any kind at the Airport whether legally allowed in Oregon or not.

SECTION 6. Animal Control. No person shall allow a domestic animal which the person owns or for which he or she is caring to be on the Airport unless the animal is on a leash and under the person's control at all times.

SECTION 7. Camping. No person shall camp at any time on the Airport unless the person has written permission to do so from the FBO or Port.

SECTION 8. Hunting. No person shall discharge firearms, hunt, or attempt to trap animals on the Airport unless the person has received written permission to do so from the Port.

SECTION 9. Fires. No person shall build or attempt to build a fire on the Airport.

SECTION 10. Access Prohibitions. No person shall be on any portion of Limited Access Areas, Restricted Access Areas or No Access Areas unless one or more of the following conditions are met:

- a. In the Limited Access Areas, they are a Port tenant or an invited guest of a Port

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tenant, a pilot with a legal right to use an aircraft located at the Airport, or an invited guest under the direct supervision of a pilot who has a legal right to use an aircraft located at the Airport.

- b. In the Restricted Access Areas, they are a pilot in command of an aircraft or guests of the pilot and under the direct supervision of the pilot in command of an aircraft.
- c. In the No Access Areas, they are a Port tenant authorized by the Port to be there or an invited guest of a Port tenant authorized to be there.
- d. They have permission from the Port or the FBO to be there.
- e. They are a Port employee or FBO, or a Port or FBO contractor with permission to conduct authorized business and are doing so.
- f. In the case of an emergency requiring access.

SECTION 11. Aircraft Access to Airport. Unless the Port or FBO grants prior permission otherwise, no person shall bring an aircraft onto the Airport unless they are landing the aircraft, are traveling across an existing Port aircraft access easement, are traveling through an approved access corridor under a Through the Fence Agreement, or in an emergency. No person shall bring an aircraft onto the Airport on or within a trailer unless the person obtains prior permission from the Port or FBO to do so, or, in the event the Port or FBO are unavailable, they check-in with the FBO at the earliest reasonable opportunity and to determine Airport use rules.

SECTION 12. Aircraft and Glider Storage. No person shall tie down or in any other way attach any aircraft or glider to the Airport unless they use Port approved tie-down equipment and they have received permission of the Port or the FBO. No person shall store or park an aircraft that is not tied down or in a hangar for more than twenty (20) minutes in Restricted Access Areas without permission of the Port or the FBO. Every person using the Airport for aircraft storage or tie-down parking of aircraft shall, at the time specified, pay to the FBO such fees as shall from time to time are fixed in the manner set forth by the Port; provided that the Port may waive any storage or tie-down fees for aircraft in connection with authorized air shows and fly-ins. T- hangar rentals shall require a written agreement between the proposed tenant and the Port in a form to be determined by the Port.

SECTION 13. Motor Vehicles.

a. Parking.

(1) No motor vehicles may travel through any area of the airport with restricted access. An airport map indicating restricted access areas and authorized transit routes through the airport is attached as Exhibit ___ and incorporated herein by reference.

(2) Motor vehicles may be parked on paved areas immediately adjacent to the FBO building and on the shoulder of Airport Road.

(3) No person shall park a motor vehicle in Restricted Access Areas without receiving prior written permission from the FBO or Port to do so, or unless necessary because of an emergency.

(4) No person shall park a motor vehicle in Limited Access Areas without FBO or Port permission to do so or unless necessitated by an emergency, or are a Port tenant with permission to park a motor vehicle near their leased space; or are an invited guest of a Port

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tenant and have permission to park a motor vehicle near a rented space or near a hangar leased by the person who invited them as a means of access to aircraft or a T-hangar. The foregoing notwithstanding, no person shall park a motor vehicle within Limited Access Areas for a period longer than eight consecutive hours unless the person has received prior permission to do so from the FBO or Port, and the person displays a parking permit issued by the Port in plain view on the dashboard of the parked motor vehicle.

(5) No person shall park a motor vehicle in No Access Areas unless they are a Port tenant authorized to park there, an invited guest of a Port tenant authorized by the Port to park there, or a Port employee.

b. Motor Vehicle Speed; Warning Lights.

Except on Airport Road, no person shall operate a motor vehicle at a speed in excess of 15 miles per hour on the Airport. No person shall move a motor vehicle within the Restricted Access Area or No Access Area unless the motor vehicle utilizes a clearly visible yellow beacon or yellow flashing lights to alert persons at the Airport and aircraft pilots that the motor vehicle is present.

SECTION 14. Airport Administration Building Use. No person shall use the Airport Administration Building in violation of any regulation adopted by the Port. Regulations governing use of the Airport Administration Building now in effect are attached to this Ordinance. Current Airport Administrative Building regulations are set forth in Exhibit 'D' attached hereto and incorporated herein by reference. These regulations may be rescinded or modified at any time in the same manner as other Port regulations.

~~**SECTION 15. Glider.** No person shall engage in glider operations or in conduct at the Airport that violates any of the following provisions of this Section 15:~~

~~15.1 — General.~~

~~a. — All Gliders and tow planes shall be operated in conformance with FAA and AGLA regulations and the rules set forth in this Ordinance.~~

~~b. — The Port or FBO may suspend or restrict Glider Flight Activities at any time for reasons of safety including, but not limited to, weather, construction, firefighting operations, maintenance, etc. whenever they deem such action to be necessary. No person shall engage in Glider Flight Activity that violates any of the terms of such a suspension or restriction.~~

~~c. — No person who owns or controls a Glider shall store or park the Glider in the Restricted Access Areas for more than twenty (20) minutes unless an emergency exists, written permission is obtained from the Port or FBO, or unless permitted by the terms of a concession agreement.~~

~~d. — No person shall engage in any form of ground towing to launch a Glider at the Airport, other than using a tow plane connected to the Glider, unless the person has written permission from the Port or the FBO to do so, or it is permitted by the terms of a concession agreement.~~

~~15.2 — Glider Support Area.~~

~~a. — The Glider Support Area shall be the only Airport area used by Commercial Glider~~

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~~Operators for customer orientation and registration, waiting customers and observers, and shall be the only Airport area from which customers are moved to the Glider Operations Area by the pilot or support crew.~~

~~b. Unless the Port gives written permission otherwise, the Glider Support Area shall be the only Airport area used by Recreational Glider Pilots, by their glider passengers, and by support crew to orient passengers and support crew, and shall be the only Airport area from which Recreational Glider Pilots, their passengers and support crew are moved to the Glider Operations Area by the Glider Pilots or their support crew.~~

~~e. No person shall place any canopies, picnic tables or other items intended for use by persons involved with or observing Glider Flight Activity in the Glider Support Area other than a person who has received written permission to do so from the Port.~~

~~d. No person shall park a motor vehicle within the Glider Support Area unless located at a place designated for public parking by an official sign, or unless the vehicle has been registered with a Commercial Glider Operator and the motor vehicle is parked in a location within the Glider Support Area designated for parking under a Concession Agreement.~~

~~e. Unless the Port gives written permission, all observers of a Recreational Glider Pilot intending to launch a Glider, their passengers and support crew, shall only meet at the Glider Support Area. All passengers, support crew, pilots and visitors may access the Glider Support Area via Orchard Road from the South. No access shall be allowed across airport property from the north.~~

~~15.3 — Glider Operations Area.~~

~~a. Unless the Port gives written permission otherwise, the Glider Operations Area shall be the only Airport area used by Commercial Glider Operators and Recreational Glider Pilots, glider passengers and persons assisting them to provide a safety briefing, pre-flight orientation, to answer questions about glider launching and flight, and make final preparations for a Glider to be launched.~~

~~b. No person shall remain in the Glider Operations Area after completing a Glider ride longer than necessary to remove the Glider that has landed from the Glider Operations Area, or in the case of passengers longer than necessary to be transported to the Glider Support Area, unless specifically permitted to do so by the FBO or unless the Port gives written permission to do so.~~

~~e. No person shall place any objects within the Glider Operations Area except tow planes, Gliders, and equipment necessary for conducting safe glider operations.~~

~~15.4 — Glider Launching.~~

~~a. Standard Soaring Society of America (S.S.A.) procedures now or hereafter adopted applicable to Glider Flight Activity on land shall be used by all glider pilots, and their assistants, before a Glider is launched and after a Glider has landed, including using appropriate handsignals.~~

~~b. No Commercial Glider Operator or Recreational Glider Pilot or person assisting a Commercial Glider Operator or Recreational Glider Pilot to launch a Glider shall launch a Glider when there is a motor vehicle or aircraft in the area that may cause a risk of damage to the~~

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~~Glider or the motor vehicle or other aircraft. Each Glider pilot and person assisting a Glider launch shall assure that a Glider departure will not conflict with aircraft that are taxiing, taking off or landing.~~

~~e. Each pilot who is towing a Glider to launch it shall announce their departure on UNICOM frequency prior to take off roll.~~

~~d. Each Glider pilot who takes off from the Airport shall cause their Glider to be launched from the main runway 7/25.~~

~~Only a tow plane shall be used to launch a Glider, unless the Glider pilot has written permission from the Port, or is permitted by the terms of a Concession Agreement, to do so.~~

~~e. No person shall engage in any form of Glider towing prior to launching a Glider at the Airport other than using a tow plane or motor vehicle operated in conformance with § 13.b. of this Ordinance, unless the person has written permission from the Port or FBO, or is permitted by the terms of a Concession Agreement, to do so.~~

~~15.5 — Glider Landing.~~

~~a. Glider pilots shall land Gliders only on the AGLA or main runway 7/25, unless otherwise required by emergency conditions.~~

~~b. Glider pilots and persons who aid in the management of Gliders after landing shall comply with requirements governing activities for use of the AGLA in Section 17 of this Ordinance.~~

SECTION 16, Ultralights.

16.1 - General Rules.

a. All ultralight vehicles shall be operated in conformance with FAR and AGLA regulations and the rules set forth in this Ordinance.

b. The Executive Director may suspend or restrict any or all ultralight operations for reasons including, but not limited to, safety and/or adverse weather conditions whenever such action is deemed necessary.

c. The Executive Director or his or her duly authorized representative shall at all times have the authority to take such action as he or she may deem necessary for safety of operations and to safeguard the public at the Airport.

16.2 - Ultralight Operations.

a. All ultralight flight operations shall be conducted from such areas as are designated by the Executive Director

b. All ultralight ground support activities shall be conducted only in areas designated by the Executive Director.

c. All ultralight operators shall have the duty at all times to carry out the provisions of this Ordinance and any other applicable regulations with respect to admission and control of children, pets and nonflying observers to or at areas where ultralights are in operation.

d. Ultralight operations shall be conducted only during daylight hours and during Visual Clearance procedures.

Commented [AM1]: THE AAC recommends that Section 15 be moved to the Glider Concession Agreement.

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16.3 - Ultralight Safety. Flight Rule weather conditions are prescribed by the FARs. Any differing specification shall be made only by the Executive Director and be consistent with this Ordinance and other applicable rules and regulations.

a. Ultralight pilots shall be familiar with and comply with local Instrument Flight Rule procedures and with the nonstandard patterns flown by aircraft operating Instrument Flight Rule or practicing Instrument Flight Rule operations.

b. Ultralight pilots shall be aware of the effect of wake and helicopter rotor turbulence upon ultralight aircraft and undertake safe separation from a helicopter.

c. Each ultralight operator must demonstrate to the Executive Director or his or her authorized representative the pilot's knowledge of the safe and orderly operation of the ultralight, the designated area within which the ultralight may be operated, and the flight rules and procedures applicable to the ultralight, and that the pilot has the requisite capability to operate the ultralight in a safe and orderly manner.

d. Each ultralight operator shall be responsible for determining the safe operating condition of the ultralight and that it is equipped with a proper operating and accurate altimeter.

SECTION 17. Aircraft Activities. No person shall engage in conduct at the Airport that violates any of the following provisions of this Section 17.

17.1 - No Simultaneous Aircraft Operation.

a. All pilots shall comply with applicable FARs and AGLA Procedures.

b. No pilot shall move an aircraft or cause an aircraft to be moved on the AGLA runway if another aircraft is on or will be imminently landing on the primary runway or the AGLA runway.

17.2 - Landings.

a. All pilots shall comply with applicable FARs and AGLA Procedures on landing.

b. Pilots intending to use the AGLA shall monitor UNICOM prior to and after landing their aircraft if it is equipped with a UNICOM radio.

c. A pilot, with a radio onboard an aircraft, who intends to land on the AGLA, shall declare that intention to land on the AGLA by radio prior to landing.

d. A pilot may land an aircraft on the AGLA only when no other aircraft or other activities are occurring or present on either the paved runway or the taxiway.

~~e. An aircraft pilot on the AGLA shall exit onto the north parallel taxi way as soon as safely possible.~~

~~f.~~ Any person who assists with removing a Glider from the AGLA after landing shall remain outside the Restricted Access Areas until the Glider has safely landed and stopped moving.

~~g.~~ Any person who assists with removing a Glider from the AGLA shall comply with FAA procedures and Port regulations applicable to use of the AGLA.

17.3 - Departures.

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- a. All pilots shall comply with applicable FARs and AGLA Procedures on departure.
- b. Pilots of aircraft with radios shall declare the intention to taxi on the north parallel taxi-way and complete a thorough visual review of ground and air traffic before crossing the taxi-way hold line.
- c. Pilots shall keep aircraft at the designated taxi-way hold line until all traffic on Airport runways or taxi-ways is clear.

SECTION 18. Official Signs. No person shall engage in any conduct in violation of instructions appearing on an Official Sign at the Airport.

SECTION 19. Use of Port Electricity. No person shall connect an electrical device of any kind to a Port electrical power outlet or in any other manner use electricity supplied to the Port at the Airport without Port permission.

SECTION 20. Fees. No person shall refuse nor neglect to pay when due a fee or charge established by the Board or Executive Director for use of Airport Property, Airport facilities or Port or FBO services provided at the Airport.

SECTION 21. Port Regulations. The Board may adopt regulations which define or regulate conduct at the Airport in furtherance of the provisions of this Ordinance, or which otherwise prohibit or limit conduct at the Airport. Each such regulation shall be enacted after publication of a Board meeting agenda that includes a reference to a regulation or regulations to be considered at the Board meeting. The public will have an opportunity at the Board meeting to obtain a copy of the proposed regulation(s) and to comment on the regulation(s) prior the Board adopting a regulation. Each adopted regulation shall be in writing, be dated and be on file for public inspection at the Port business office during Port business hours. If a person violates any provision of an adopted Port regulation the person will be deemed to have violated this Ordinance, and shall be subject to the same penalties as for a violation of a provision of this Ordinance.

SECTION 22. Port Permission. A person may act in a manner which would otherwise violate a provision of this Ordinance if in furtherance of a Port objective the person is given permission to do so by the Board, Executive Director, or a Port employee with authority to grant such permission. If permission is given under this section the permission shall only apply to a particular time or event; such permission shall not be considered ongoing unless explicitly stated as applying to a future date or dates or a future event or events.

SECTION 23. Penalties. Any person who violates a provision of this Ordinance shall be subject to a fine not to exceed \$250.00.

- a. Each violation of a separate section of this Ordinance shall constitute a separate offense;
- b. Each time a separate violation of this Ordinance is committed shall constitute a separate offense;

Port of Hood River, Ordinance 23, Revision

c. The maximum penalty for a violation of this Ordinance shall not exceed the maximum penalty prescribed for violation of a substantially similar offense prescribed by the Oregon Revised Statutes now or hereafter in effect.

SECTION 24. Enforcement.

- a. By authority of ORS 777.190, the Board appoints the Executive Director and the Port Maintenance Supervisor, as Peace Officers who shall have the same authority, for the purpose of the enforcement of the provisions of this Ordinance, as other peace officers;
- b. All Peace Officers shall have the authority to enforce the provisions of this Ordinance and to issue citations for the violation of any section of this Ordinance;
- c. Any person who is issued a citation for the violation of any section of this Ordinance must appear in Hood River County Circuit Court on the date and time listed on the citation, or in such other court in Hood River County with jurisdiction over the matter as stated on the citation.

SECTION 25. Right of Removal.

- a. No person shall remain at the Airport after being asked to leave the Airport by a Peace Officer if they believe the person being requested to leave has violated or intends to violate any provision of this Ordinance.
- b. No person shall cause or allow their personal property to remain at an Airport location after a Peace Officer has asked the person to remove or relocate the personal property.
- c. The Port shall have the right to tow a motor vehicle parked at the Airport and to store the motor vehicle at a location away from the Airport at the expense of the owner of the motor vehicle if the motor vehicle is parked in violation of any provision of this Ordinance or a Port regulation.

SECTION 26. Severability. This Ordinance and the regulations adopted pursuant hereto will be liberally construed to effectuate the purposes of this Ordinance. Each section, subsection or other portion of this Ordinance shall be severable; a finding of the invalidity of any section, subsection, or other portion shall not invalidate the remainder.

SECTION 27. Ordinance Superseded and Replaced. Port Ordinance No. 23, An Ordinance Regulating Conduct at the Ken Jernstedt Airfield, dated May 24, 2011, is hereby superseded and replaced.

First Reading: _____, by the Port of Hood River Board of Commissioners.

Second Reading: _____, by the Port of Hood River Board of Commissioners.

Adopted _____, by the Port of Hood River Board of Commissioners.

Effective Date: 30 days after date of adoption, the _____.

Port of Hood River, Ordinance 23, Revision

Passed: _____ 2018, by the Port of Hood River Board of Commissioners.

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

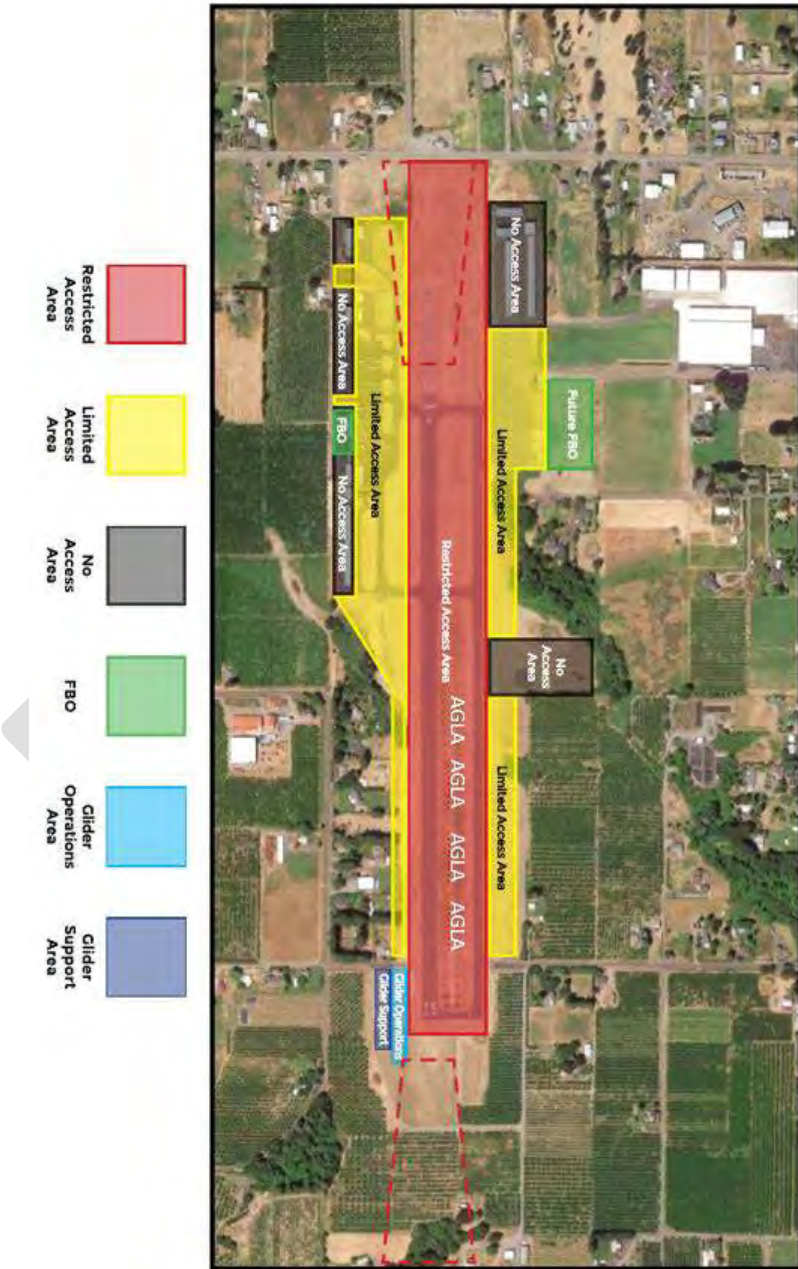
Hoby Streich, Port Commission President

Recording Secretary

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Port of Hood River, Ordinance 23, Revision

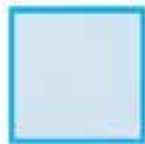
EXHIBIT 'A'



Ordinance 23 - Exhibit A

Port of Hood River, Ordinance 23, Revision

EXHIBIT 'B'



Glider Operations Area



Glider Support Area

Port of Hood River, Ordinance 23, Revision

EXHIBIT 'C'

Alternative Grass Landing Area Procedures USE REQUIREMENTS

The following rules govern use of the Alternative Grass Landing Area (AGLA) at Ken Jernstedt

Airfield in Hood River, Oregon (Airport). The AGLA has been constructed principally to accommodate landing for antique aircraft. It is located in the grassy median parallel to Runway 7/25, between the paved runway surface and the north parallel taxi-way. The AGLA is an alternative landing area but an integral part of Runway 7/25.

NO SIMULTANEOUS OPERATION

- No simultaneous aircraft operations shall occur on the paved surface of Runway 7/25 and the AGLA portion of Runway 7/25.
- No simultaneous aircraft operations shall occur on the north parallel taxi-way and the AGLA.

LANDINGS

- Ken Jernstedt Airfield is a Visual Approach Airport. All pilots are required to adhere to best practices for airfield safety policies, including checking Notice to Airmen (NOTAM). Radios are encouraged for all aircraft.
- When an aircraft declares intention to land on the paved runway, no activity is permitted within the AGLA.
- Pilots with radios must declare their intention to land on the AGLA. Landings may occur on the AGLA only when no other aircraft or other activities are present on either the paved runway or the north parallel taxi-way. If such activity is present, all aircraft must land on the paved runway.
- Aircraft landing on AGLA must exit taxi-way as soon as safely possible. ~~Aircraft enter or cross the paved runway.~~

DEPARTURES

- Prior to taxi from the north apron or entrance to the north parallel taxi-way, aircraft with radios shall declare intention to taxi on the north parallel taxi-way and complete thorough visual review of ground and air traffic before crossing the Hold Line. Pilots must remain at the designated hold line until traffic is cleared.
- All pilots must review and understand Airport signage and markings.
- All pilots must review Airport NOTAMS.
- Pilots must have an Airport diagram out and available as a reference during taxi.
- Pilots must maintain appropriate taxi speed and may not exceed 15 miles per hour on the taxi-way.

Port of Hood River, Ordinance 23, Revision

EXHIBIT 'D'

Public Use of Airport Administration Building

This Airport Administration Building is owned by the Port of Hood River and managed by the Fixed Based Operator (FBO).

Public uses are allowed in this building. Following is a list of rules for public use:

The FBO will post hours the building is available to the public. Minimum public hours are: 8 a.m.-5 p.m. October through April, and 8 a.m.-6 p.m. May through September, at least five days a week, including all Saturdays and Sundays; building is closed New Years Day, Thanksgiving Day and Christmas Day. If Classic Wings Aero Services locks Airport Administration Building at any time during these hours, it is required to post notice with immediate contact information.

- Pilots may use this building at any time during posted public hours for flight planning. ~~Local telephone calls are allowed with the permission of FBO staff.~~
- Pilots may use the building at any time during posted public hours as a waiting area during weather events that create conditions when safe flying is in jeopardy.
- severe weather events may prevent the building from being open during normal posted hours. The FBO will display a notice if weather prevents this building from being open during normal posted hours. This notice shall contain a contact telephone number.
- Aviation/airport meetings may be held but must be scheduled with FBO one week prior to desired meeting time. The date, time and estimated number of attendees must be provided when scheduling meetings.
- Transient flight instructors from other airports may debrief students at this building. They may be required to demonstrate proof that they have a flight school at another airport or similar facility.

**Minimum Standards
for the
Hood River Airport**

DRAFT

1. **Policy, Purpose and Authority**

The Port of Hood River will maintain Minimum Standards for Commercial Activities ("Minimum Standards") at Hood River Airport ("Airport"). The Port and Port staff shall use these Minimum Standards as a minimum threshold, and as guidance for making decisions related to the approval of commercial and non-commercial activities located at the Airport.

These activities must comply with FAA and State regulations, which require all airport property be used for aviation unless alternate uses are authorized by the FAA. The Port of Hood River operates the airport in accordance with these assurances and regulations with preference given to aviation related uses, however nothing contained in these standards shall be construed to prohibit the Port from granting for any reason it deems sufficient, an application for non-aeronautical activities. Non-aeronautical activities may be authorized by the Port, with concurrence of the FAA, only when space available on the airport exceeds what is needed for aeronautical activities.

In addition, the Port Commission adopts standards to ensure that:

- The Airport remains compliant with all federal and state grant assurances.
- Any person who uses or accesses Airport property or facilities for commercial activity compensates the Airport at fair market value (FMV) for such use and privileges.
- Airport public areas, roads, taxiways, runways and aprons remain available for public aeronautical activity subject to Airport Rules and Regulations.

2. **General Requirements**

2.1 Proposal Submission.

Commercial operators desiring to operate at the Airport may submit proposals to the Port. Proposals will be reviewed by the Port, including advisory input from the Airport Advisory Committee and or other advisory committees as appropriate.

2.2 Fly Friendly

2.2 All Operators must follow the Fly Friendly program instituted on the Field. All flight instructors must educate their students regarding flying friendly and the sensitivity of the Hood River community to aircraft noise.

2.3

Liability and Insurance

The Following insurance requirements apply to users of the airport.

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	Occurrence limit	Aggregate		Service Provider
Aviation/ Airport General Liability	\$ 2,000,000.00	\$ 4,000,000.00		FBO/SASO/All tenants/Glider Club
Workers Compensation	\$ 1,000,000.00			FBO/SASO/any tenant with employees
Environmental Liability insurance	\$ 1,000,000.00			FBO/SASO (only if fueling or maintenance)
Aircraft & passenger liability			per passenger	
piston engine aircraft	\$ 1,000,000.00	\$ 100,000.00	up to 7 seats	FBO/SASO/T hangar tenant/Glider Club
	\$ 2,000,000.00	\$ 100,000.00	8 seats and up	FBO/SASO
turbo prop	\$ 5,000,000.00	\$ 250,000.00		FBO/SASO

Prior to using the Airport the operator will provide the Port with a certificate of insurance identifying the policies described above and naming the Port, its employees, agents and Commissioners as an additional insured. The certificates will include a provision that gives the airport 30 days prior written notice of any modification or cancellation to the insurance policy.

3.3 Application of the Minimum Standards

The Minimum Standards are adopted to provide the minimum threshold requirements for those operators providing commercial services at the Airport. Although this document specifically addresses commercial operators, these standards apply to all commercial and non-commercial operators at the Airport.

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3.1 Waivers or Modifications: The Port may waive or modify any portion of these Minimum Standards for the benefit of a governmental agency performing public services, fire protection or emergency response operations, or when it is determined that such a waiver is in the best interest of the Airport users and the public, and will not result in degradation of safety or reduction in fair and equitable opportunity for commercial activities on the Airport. The Port will conduct, every five years at a minimum, a review of this document and recommend changes that are necessary at that time to remain in line with current Airport business and regulatory environments.

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4.4 General Minimum Standards for Commercial Operators

Approved Service Types: The list below identifies a variety of services that can be provided, individually or in combination with each other, on airport property.

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- 4.1. Aeronautical:
 - a. Fixed Based Operator (FBO)
 - b. Special Aviation Service Operation (SASO)
 - c. Mobile Service Provider (MSP)
 - d. Mobile Maintenance Provider (MMP)
 - e. Independent Contractor (IC)
 - f. Research and Development of aviation related products and services
 - g. Manufacturing of aviation related products

4.2 Non-Aeronautical. A Non-Aeronautical Operator provides services that are not aviation oriented, ~~including but not limited to auto shops, administrative offices and aviation medical offices.~~ Support Activities may include a variety of concessions in support of pilots, passengers, and other ~~logistical concerns~~ the public. These services may include ~~a~~Automobile ~~r~~ental, ~~aviation medical offices~~ and ~~F~~ood ~~s~~ervices.

Commercial operators desiring to place a new non-aeronautical commercial activity on Hood River Airport shall forward a written request to the Port. The request shall demonstrate a benefit to the Airport, compatibility with aircraft operations and the demographic the activity provides services for. The Port will review requests on a case by case basis and approve, forward for further review, or deny the activity.

5 General Minimum Standards for Non-Commercial Operators

The following standards are designed to cover non-commercial activities at the airport and to ensure that non-commercial operators do not have unfair advantage over commercial operators.

All Non-Commercial corporate, non-profit, airport tenants and private operators are required to comply with the following:

8.1 Non-Commercial Activities: Activities conducted at the Airport under this section must be of a completely non-commercial nature and for the sole purpose of operating, storing and maintaining a corporate, non-profit or personal aircraft for incidental use as a hobby or in the conduct of the owner's non-aviation related business. Commercial services under this section shall not be offered to the public on any basis.

8.2 Maintenance: Maintenance of owned or leased aircraft may be provided by the aircraft owner or the owner's bona fide employees, provided that all applicable FAA certification, licensing, and standards are complied with. Maintenance beyond FAR, Part 43, Appendix A(c) may only be performed in locations specified as maintenance facilities identified in Appendix 1. Maintenance beyond FAR, Part 43, Appendix A(c) may only be performed by private operators in locations identified as maintenance facilities in Appendix 1. Private operators wishing to conduct commercial activities are required to meet the commercial requirements specified elsewhere in this document.

8.3 Flying Clubs

A flying club is a non-commercial, nonprofit organization in which two or more members or associates own or lease aircraft in common and/or in which the members have an ownership interest. Flying clubs shall comply with all applicable FAA standards, specifically FAA Compliance Manual Order 5190.6b Section 10.6

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56 Primary FBO Services

FBO's must provide the following list of services at a minimum. An FBO can offer more secondary services with permission from the Port.

56.1 Airframe and Power Plant Maintenance: An airframe and powerplant maintenance

operator shall provide, at a minimum, services including: the repair, maintenance, inspection, constructing, and making of modifications and alterations to airframes, aircraft engines, propellers and instruments, or the removal and installation of engines for major overhaul. This category of service also includes the retail sale of aircraft parts and accessories. An airframe and power plant maintenance operator shall:

~~5-1-16.1.1~~ 5-1-26.1.1 Employ and have on-duty a minimum of two mechanics; one (1) FAA-certified airframe and powerplant mechanic and one (1) FAA-certified airframe and powerplant mechanic with inspection authorization, and/ or conduct operations as a certified repair station pursuant to FAR Part 145.

~~5-1-26.1.2~~ 5-1-26.1.2 Keep premises open and services available during standard business hours, five (5) days a week.

~~5-1-36.1.3~~ 5-1-36.1.3 Provide for retail sales of equipment, supplies and parts required for general aviation airframe and powerplant inspection, maintenance and repair. .

An airframe and power plant maintenance operator may provide specialized maintenance and repair on historic aircraft, including but not limited to fabric covering, wood airframe repair, and radial and inline engine maintenance.

~~5-26.2~~ 5-26.2 Fuel Services: The fuel service commercial operator must provide the sale of ASTM-rated brands of aviation fuels, lubricants and other aviation petroleum products. In addition, the fuel service operator shall provide, store, and dispense 100LL octane avgas, or the contemporary standard aviation fuel, and as market may support, provide Jet-A fuel. All equipment used for the storage and/or dispensing of petroleum products must meet all applicable federal, state, and local safety and environmental codes, regulations and standards. A fuel services operator shall:

~~5-2-46.2.1~~ 5-2-46.2.1 Ensure fuel is available twenty-four (24) hours per day and seven (7) days per week. This may require on-call staff or the installation of a self-service (card-reader or card-lock) system and must follow State and local building codes and Office of State Fire Marshall regulations.

~~5-2-26.2.2~~ 5-2-26.2.2 Comply with all regulations including proper fuel spill prevention features and containment capabilities. In addition, the operator shall provide a current copy of their fuel spill prevention, countermeasures, and control plan to the Port. Fuel inventories will be monitored in accordance with current Oregon State DOE standards, and copies shall be provided to the Port when requested.

~~5-2-36.2.3~~ 5-2-36.2.3 Pay to the Port of Hood River a fuel flowage fee based on contemporary rates and actual volume dispensed.

~~5-2-46.2.4~~ 5-2-46.2.4 Provide an appropriate supply of properly located, type, size and operable fire extinguishers and other safety equipment in accordance with the Uniform Fire Code. All fire extinguisher certifications must be current.

~~5-2-56.2.5~~ 5-2-56.2.5 The FBO shall develop and maintain Standard Operating Procedures (SOP) for refueling and ground handling operations and shall ensure compliance with standards set forth in the Uniform Fire Code and FAA Advisory Circular 00-34A, Aircraft Ground Handling and Services. The SOP shall address bonding and fire protection, public protecting, control of access to the fuel storage area, and marking and labeling of fuel storage tanks and fuel dispensing equipment. The SOP shall be submitted to the Port no later than thirty (30) days prior o the FBO commencing fueling activities.

~~5.2.66.2.6~~ Each FBO shall obtain all applicable fueling certifications and permits, and received periodic refresher training as required. The Port and/or the FAA may periodically conduct inspections of the FBO activities and facilities to ensure compliance with laws, regulations and Minimum Standards.

~~5.2.76.2.7~~ Additionally, the FBO shall comply with FAA advisory Circular 150/5230-4, Aircraft Fuel storage, Handling, and Dispensing on Airports, Airport rules and regulations, and all other applicable laws related to aircraft fuel handling, dispensing a storage.

~~5.36.3~~ Pilot Services and Concessions. Each FBO shall provide the following services meeting aviation needs on a 24 hour a day, seven days per week basis. This area can be accessed via a non-staffed key pad with a code;

- 6.3.1 Public lounge, waiting area and indoor restroom
- 6.3.2 Public telephone
- 6.3.3 Snack food and beverage machine
- 6.3.4 Local ground transportation contacts, flight planning work area with Flight Service Station and weather service communication links and internet.

~~5.46.4~~ Flight and Maintenance Training: A flight training services operator or flight school provides aircraft ground and flight instruction necessary to complete the written examination and flight check for any category of pilot certificate or rating. ~~An aircraft maintenance training services operator or "A&P" school provides classroom and practical instruction necessary to complete the written examinations to obtain any category of aircraft mechanic certificate or authorization.~~

A flight training services operator provides aircraft ground and flight instruction necessary to complete the written examination and flight check for any category of pilot certificate or rating. A flight training services operator shall:

- ~~5.4.16.4.1~~ Employ and make available at least one (1) or more FAA-certified flight instructor necessary to meet the flight training demand and schedule requirements.
- ~~5.4.26.4.2~~ Provide one (1) or more owned or leased certified, airworthy and properly equipped aircraft to accomplish the services offered and meet the schedule requirements.
- ~~5.4.36.4.3~~ Provide aircraft and or mockup training aids necessary for the educational program.
- ~~5.4.46.4.4~~ Provide a permanent classroom area for training

7 Minimum Standards for ~~additional~~Secondary FBO Services and Specialized Aviation Service Operations.

The FBO shall provide two (2) of the following services in addition to the Primary FBO services. A Specialized Aviation Service Operation (SASO) may provide one (1) of the following services. This is not meant to be an exclusive list of services, but rather to provide a clear indication of Minimum Standards for these services to qualify as ~~secondary~~additional FBO services or an SASO service. SASOs shall provide singular services that enhance the overall operation of the airport. The combined FBO and SASO services shall be complementary and provide an increased level of services to airport tenants and visitors.

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- 7.1 Aircraft Rental: An aircraft leasing or rental services operator provides general aviation aircraft for leasing or rental to the public. An aircraft rental services operator shall:
- 7.1.1 Keep premises open and services available during appropriate business hours five (5) days a week.
 - 7.1.2 Have available for rental a minimum of two (2) owned or leased, certified, airworthy and properly equipped aircraft.
 - 7.1.3 Ensure that all renters follow all applicable federal, state, and local laws, rules, regulations and policies.
- 7.2 Avionics Maintenance and Sales: An avionics maintenance operator shall provide services including: the maintenance, repair, and installation of aircraft avionics, radios, instruments, and accessories. This service includes the retail sale of new or used aircraft avionics, radios, instruments, and accessories. An avionics operator shall:
- 7.2.1 Employ and have on duty at least one (1) trained and FAA-certified avionics technician and one (1) on-call FAA-Certified airframe and powerplant mechanic with inspection authorization.
 - 7.2.2 Keep premises open and services available during appropriate business hours, five (5) days a week.
 - 7.2.3 Hold the appropriate FAA repair station certificates for the types of equipment the operator plans to service and/or install.
 - 7.2.4 Provide specialized maintenance and repair on historic navigation and communication radios and antenna systems, and mechanical, pneumatic and electrical flight instruments.
- 7.3 Charter Operations. A charter operator provides for hire air transportation of persons or property to the public either on a scheduled or "on-demand" basis, and is further defined by FAR Parts 119 and 135. A charter operator shall:
- 7.3.1 Employ and make available at least one (1) person who holds a current FAA commercial pilot certificate and medical certificate with ratings appropriate for the operator's aircraft.
 - 7.3.2 Provide one (1) or more properly airworthy and properly equipped aircraft to accomplish the services offered.
 - 7.3.3 Have and display a current FAR Part 135 Certificate.
- 7.4 Special Flying Service: FBOs and SASOs providing special flying services such as agricultural spraying or seeding, sightseeing tours, aerial photography or surveying, power line or pipeline patrol, firefighting or fire patrol, air ambulance, airborne mineral exploration, banner towing, and other commercial flying services operated under FAR Part 91. A special flying service operator shall:
- 7.4.1 Employ and make available at least one (1) person who holds a current FAA commercial pilot certificate and medical certificate with ratings appropriate for the operator's aircraft.
 - 7.4.2 Own or lease at least one (1) airworthy and properly equipped aircraft.
- 7.5 Aircraft Storage and Hangars: An aircraft storage and hangar service operator leases and rents

hangars and/or multiple T-hangars, to aircraft owners or operators for aircraft storage purposes. An aircraft storage and hangar service operator shall:

- 7.5.1 Post informational sign with hangar operator contact name and phone numbers, hangar availability, and rental rates inside the FBO's terminal. A separate leased space is not required for this service.
- 7.5.2 Rent hangars only for aircraft storage purposes. It is the responsibility of both the operator and owner of each based aircraft stored within the operator's hangar facilities to comply with the rules and regulations of the Airport.

7.7. Aircraft Sales: Aircraft brokers or sales operators providing new and/or used aircraft sales and aircraft brokerage services shall:

- 7.7.1 Employ and have on duty at least one (1) qualified aircraft salesperson.
- 7.7.2 Not perform any maintenance or charter activities.

7.8 Aircraft Restoration, Painting, and Refurbishing: FBOs and SASOs providing any restoration, painting and refurbishing of aircraft structures, engines, propellers, accessories, interiors, exteriors, and components shall:

- 7.8.1 Employ and have on duty at least one (1) qualified person who has certificates appropriate for the work performed.
- 7.8.2 Meet all requirements of the Uniform Fire Code.
- 7.8.3 Meet all air, water, hazardous materials, and environment standards required by federal, state, and local laws, regulations, and policies.

7.9 Additional Aeronautical Services: Operators desiring to conduct other Commercial Aeronautical Activities and Services not covered above shall outline the proposed operation in a letter to the Port. The Port will review the proposal and identify if there are facilities or land available for the activity or service. Additionally, prior to commencing any commercial activity, the operator shall:

- 7.9.1 Provide all the information identified in the previous sections of this document that are appropriate for the services to be offered.
- 7.9.2 Provide satisfactory evidence of technical competency to conduct the proposed services.
- 7.9.3 The Port will review requests on a case by case basis and approve, forward for further review, or deny the activity.

~~8 — General Minimum Standards for Non-Commercial Operators~~

~~The following standards are designed to cover non-commercial activities at the airport and to ensure that non-commercial operators do not have unfair advantage over commercial operators.~~

~~All Non-Commercial corporate, non-profit and private operators are required to comply with the following:~~

- ~~8.1 Non-Commercial Activities: Activities conducted at the Airport under this section must be of a completely non-commercial nature and for the sole purpose of operating, storing and maintaining a corporate, non-profit or personal aircraft for incidental use as a hobby or in the conduct of the owner's non-aviation related business. Commercial services under this section shall not be offered to the public on any basis.~~

~~8.2 Maintenance: Maintenance of owned or leased aircraft may be provided by the aircraft owner or the owner's bona fide employees, provided that all applicable FAA certification, licensing, and standards are complied with. Maintenance beyond FAR, Part 43, Appendix A(c) may only be performed in locations specified as maintenance facilities identified in Appendix 1. Maintenance beyond FAR, Part 43, Appendix A(c) may only be performed by private operators in locations identified as maintenance facilities in Appendix 1. Private operators wishing to conduct commercial activities are required to meet the commercial requirements specified elsewhere in this document.~~

8.3 Flying Clubs

~~A flying club is a noncommercial, nonprofit organization in which two or more members or associates own or lease aircraft in common and/or in which the members have an ownership interest. Flying clubs shall comply with the following standards:~~

- ~~a. All aircraft shall be owned or be exclusively leased by the flying club.~~
- ~~b. Only club members may receive instruction in a club aircraft.~~
- ~~c. A club must maintain and provide a current membership list to the Port.~~
- ~~d. Club aircraft shall not be used by other than club members and/or for any type of commercial operations.~~

~~In the event the club fails to comply with these conditions, or permits any member to do so, the Port will notify the club in writing of such violations. If the club fails to correct the violation within 15 days, the club may be required to terminate all operations at Hood River Airport.~~

98 Complaints

All complaints about any commercial operator or their employees for violation of these standards, rules and regulation shall be in writing and signed by the complainant and filed with the Port either at www.portofhoodriver.com or at (541) 386-1645. The Port will investigate the complaint and provide feedback to the complainant.

~~9.1 All Operators must follow the Fly Friendly program instituted on the Field. All flight instructors must educate their students regarding flying friendly and the sensitivity of the Hood River community to aircraft noise.~~

109 Definitions

All definitions contained in this section apply to the Hood River Airport, Airport Minimum Standards, Rules and Regulations, and Leasing Policies. Definitions are taken from the Federal Aviation Regulations, Federal Aviation Administration Advisory Circulars, U.S. Department of Transportation Aeronautical Information Manual, and other sources as appropriate.

1. Aeronautical Activity - any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, all aircraft movement, takeoff and landing operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft repair and maintenance.
2. Agreement - the written agreement between the Port and a Person specifying the terms

and conditions under which the Person may conduct commercial aviation activities.

3. Aircraft - any contrivance used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultralight, balloon, blimp, dirigible, unmanned aerial vehicle, remotely piloted vehicle, or drone.
4. Aviation Fuel, AVGAS, Jet-A - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for effectively and efficiently operating internal combustion, jet, or turbine engine, which meet the standards of ASTM D910-Latest (AVGAS) and DI 655-Latest (JETA).
5. Aircraft Operation - an aircraft arrival at, taxiing on, or departure from, the airport. For FAA, statistical data: any aircraft arrival or departure; each of which accounts for one operation.
6. Aircraft Owner - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.
7. Aircraft Parking and Storage Areas - hangar and apron locations at the Airport designated by the Port for the parking and storage of aircraft.
8. Aircraft Rental - the commercial operation of renting or leasing aircraft to the public for compensation.
9. Aircraft Sales - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
10. Aircraft, Based - an aircraft which the owner physically locates at the airport for an undetermined period, and, whenever absent from the Airport, its owner intends to return the aircraft to the airport for long-term storage.
11. Airframe and Powerplant Maintenance - the commercial operation of providing airframe and power plant services, which includes but not limited to any of the following: the repair, maintenance, inspection, construction, modification or alteration to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul. This category of service also includes the sale of aircraft parts and accessories.
12. Airport - Hood River Airport; all the properties owned and controlled by the Port of Hood River, Oregon, being used as a public airport and located in Hood River County, Oregon.
13. Avionics Sales and Maintenance - the commercial operation of providing the repair and maintenance of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.
14. Charter Operation - any operation for compensation or hire as defined in FAR Part 119, and operated under FAR Part 135.

15. Commercial Activity - the conduct of any aspect of a business, concession, operation, or agency to provide goods or services to any person for compensation, for-profit or hire. In addition, any activity which requires a license or certification to be performed, whether for compensation or not, is considered a commercial activity.
16. Commercial Operator - a person, firm, corporation, or other entity conducting commercial activities or services at the Airport for compensation or hire, and/or providing a service which requires licensing or certification to be performed regardless of whether compensation is provided. Nonprofit organizations are not considered commercial operators.
17. Commercial Service - the actual conveyance of product or maintenance and repair, etc. provided by a person, firm, corporation whether for compensation or not. Typically, a task performed by a Commercial Operator's employee for a customer.
18. Port - the Port of Hood River, Oregon.
19. FAA - the Federal Aviation Administration.
20. FAR- the Federal Aviation Regulations as published by the FAA.
21. Flight Instructor - a person who is properly licensed and certified by the FAA to provide flight instruction.
22. Flight Training - the commercial operation of instructing pilots in dual and solo flight in any aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots' certificates and ratings.
23. Flying Club - a noncommercial, nonprofit organization in which two or more members or associates own or lease aircraft in common and/or in which the members have an ownership interest.
24. FBO (Fixed Base Operator) - a full-service commercial operator who engages in the activities that typically include aircraft fuel sales, airframe, powerplant, and avionics maintenance and overhaul, flight training, and pilot supplies and aircraft parts retail sale
25. Fueling or Fuel Handling - the transportation, sale, delivery, dispensing, or draining of fuel or fuel waste products to or from aircraft or fuel trucks.
26. Fuel Storage Area - any portion of the Airport designated temporarily or permanently by the Port as an area in which aircraft fuel or any other type of fuel may be stored or loaded.
27. General Aviation - all civil aviation operations other than military, scheduled air services and non-- scheduled air transport operations for remuneration or hire.
28. Hazardous Material - any substance, waste, or material which is toxic, explosive, corrosive,

- flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, board agency or instrumentality of the United States, the State of Washington, or any political subdivision thereof, and the presence of which requires investigation, removal and/or remediation.
29. Lease - the written contract between the Port and a person/business enterprise specifying the terms and conditions under which a person may occupy and operate certain Airport facilities and/or property.
 30. Minimum Standards - the qualifications or criteria established by the Port of Hood River Commission as the minimum requirements to perform commercial activities and operations on the airport.
 31. Mobile Service Provider (MSP) - a person or entity that provides commercial aeronautical services on airport property but does not operate out of owned or leased property on the airport. Examples of an MSP include aircraft washing and detailing.
 32. Mobile Maintenance Provider (MMP) - a person or entity that performs aircraft maintenance that requires certification or licensing, but is not a commercial tenant at Hood River Airport, and who temporarily rents space in a facility approved for commercial activity from a lessee for performing occasional work on airport tenant owned aircraft.
 33. Non-Commercial Operator - a person, firm, corporation, or other entity conducting Aeronautical Activities at the Airport which is not a Commercial Operator.
 34. Permit - administrative approval issued by the Port to a Person to conduct a commercial aeronautical activity, and provide such services to based and transient aircraft only from facilities and locations where such services are authorized.
 35. Person - any individual, firm, partnership, corporation, company, association, joint stock, or body politic; and includes any trustee, receiver, assignee, or other similar representative thereof.
 36. SASO (Specialized Aviation Service Operation) - an aeronautical business that offers a single or limited service. Examples of a SASO include, but are not limited to: pipeline patrol, aerial photography/survey, scheduled commuter air service, air ambulance, aircraft sales, aircraft storage, propeller and/or aircraft accessory repair and sales, aircraft upholstery, aircraft painting, flight training, fuel sales, and banner towing.
 37. Self-Fueling - fueling an aircraft by the pilot using fuel pumps installed for that purpose. The fueling facility may or may not be attended by the owner/operator of such a facility. The use of this type of facility is not considered to be self-service.
 38. Special Flying Service - An FBO, SASO, or other operator that provides a special flying service that includes but is not limited to: agricultural spraying or seeding, sightseeing tours, aerial photography or surveying, power line or pipeline patrol, firefighting or fire

patrol, air ambulance, airborne mineral exploration, banner towing, et cetera.

39. Taxi-lane - the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage hangars.
40. Taxiway - a defined path established for the taxiing of aircraft from one part of the Airport to another; typically, from the aprons to the runway.
41. Port of Hood River Commission - five elected Port officials who comprise the governing body of the Port of Hood River

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Executive Director's Report
April 3, 2018

Staff & Administrative

- A total of 3,009 new Breeze-By account applications have been opened since January 1, 2018.
- As I reported at the March 22 meeting, there was an assault on Port property near the Nichols Basin Seawall that same day. This was reported to be a confrontation among members of the homeless population, a group whose numbers are increasing in the area.
- A draft agenda for the annual Spring Planning Session on April 17 is attached for review and feedback.
- Commissioner Brian Shortt and Kevin Greenwood will attend the 11th annual Columbia Gorge Fisheries and Watershed Science Conference in The Dalles on April 17 to present on the Bridge Replacement Project.
- Staff met with the HR County Energy Plan committee to discuss next steps. There may be some opportunity for the Port to assist with a solar charging station on the waterfront in upcoming months as well as future coordinated projects.

Recreation/Marina

- The annual lottery for seasonal slips on the South Dock will be held in mid-April. There appears to be significant interest again this year.
- Concrete for the new entrance island has been poured. The work will be finished when Crestline Construction returns to complete asphalt paving in conjunction with the lift station project.

Development/Property

- The April 3 meeting will include Work Session #2 on the Port's real estate portfolio and future real estate development options.
- The initial meeting of the Natural Hazards Management Plan (NHMP) Steering Committee was held on March 29th.
- The IGA with Crystal Springs Water District was executed last week. Staff intends to go out to bid the 2nd week of April for the Stadelman waterline improvements, with a construction start date of July 1, 2018. Staff is getting proposals to manage the Project this week.

- Pfriem was awarded the Oregon Brewery of the Year at the 2018 Oregon Beer Awards (see attached).
- The application for the wetland permit at the Hanel mill is complete. Staff is working with the adjacent landowner on an easement which Schwabe Williamson Wyatt drafted. Staff hopes to have that executed shortly. Once that is done, the mitigation and fill permit application can be resubmitted to DSL for the 3rd time.
- Once the permits have been preliminarily approved for the wetland fill and mitigation, then staff can go out to bid for that as well as the dirt pile move at the Lower Mill. That work is anticipated to be finished before July 1 and will complete the on-site work for the Lower Mill Project.
- Livermore Architects have completed 3 concept plans for the Maritime sites which will be presented to the Commission at tonight's meeting for discussion.
- Staff sent out a request for quotes this week for a paving maintenance project on the west Jensen parking lot. Work is anticipated to begin as weather allows.

Airport

- The last public meeting to update the public on the progress made at the airport towards reducing noise during operations will occur on April 12th.
- The Master Plan has been finalized and sent to the FAA. This is the final step in a four-year process. The ALP and Master Plan will not need to be updated for another 10 years.
- Crestline Construction was on site April 3 to discuss with Century West scheduling and final tasks for the completion of the South taxiway punch list and remaining construction items.
- Staff has met with all utilities, Century West and Staff to discuss the Connect VI project coming up this summer. Preliminary talks are positive and staff doesn't see any major issues or challenges.

Bridge/Transportation

- John Mann has been working closely with engineer Mark Libby of DHS Engineering to solve the challenge of marking the centerline on the lift span. Because there is no concrete fill in the steel deck, it is very difficult to get paint to adhere. Progress is being made and a potential solution is attached.
- Staff is in the process of obtaining contractor quotes for repairs to the portal truss on the lift span. There is \$35,000 in the current budget to complete this work.

- Staff has ordered new LED navigation and aviation lights for the bridge. This purchase is in the FY 17/18 budget and will be installed sometime this spring.
- Port crew completed a full height lift on March 21st. The operation went very smoothly.

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Port of Hood River
2018 Spring Planning Work Session
April 17, 2018
12:00 p.m.

Commission Conference Room
1000 E. Port Marina Drive

AGENDA

- 1) Welcome & Introductions** (Hoby Streich, Commission President) (5 min.)
- 2) Summary** (Michael McElwee, Executive Director) (10 min.)
Identification of key policy, financial and project issues
- 3) Financial Overview** (Fred Kowell, Chief Financial Officer) (15 min.)
Review Port financial policies and current financial condition
- 4) 10-Year Financial Planning Model**
Review staff budget notes, discuss key project areas and review draft 10-year financial model updated with FY 18/19 budget assumptions.
 - A. **General Assumptions** (Kowell) (15 min.)
 - B. **Key Issues** (Staff) (30 min.)
The following issues will have a significant impact on the FY 18/19 budget. Staff will provide an overview of each issue with further discussion in conjunction with Commission review of the 10-Yr. Model.
 1. *Near-term Bridge Repair Needs*
 2. *Bridge Replacement Efforts*
 3. *Future Tolling Enhancements*
 4. *Real Estate Development Priorities*
 5. *Near-term Airport Investment*
 6. *Future Focus*
 - C. **Review 10-Yr. Financial Model** (All) (90 min.)
- 5) Other**

Adjourn Work Session and Open Regular Session

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2018

OREGON BEER AWARDS



GOLD
MOSAIC SINGLE HOP PALE
 Sessionable Hoppy Beers

BRONZE
FRAMBOZEN
 Classic Sours

LARGE BREWERY OF THE YEAR
& four-time winner
BEST BREWPUB EXPERIENCE

About the Oregon Beer Awards

The Oregon Beer Awards select and celebrate our state’s top beers in 24 categories, and honor Oregon’s exceptional breweries, bars and festivals in seven additional categories. It is the only statewide double blind beer tasting competition in Oregon.

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March 28,2018

Stakeholders and interested citizens,

The Hood River City Council has begun the process of finding our new City Manager, who will take over after Steve Wheeler’s retirement at the end of this summer. To this end, we have hired a recruiting firm, [Peckham & McKenney](#) to facilitate the search for us.

We are asking for community input at a facilitated forum on Monday, April 2nd at 6:00pm at the Hood River Fire Station meeting room (Meyer Parkway and 18th St behind the Aquatic Center). At this forum, Mr. McKenney will manage a discussion to get your input related to the skills, characteristics and values that we will look for in a new City Manager.

The page below defines the inputs and questions that Mr. McKenney will be asking at the forum – please review that material and be prepared for a healthy discussion.

This is an open forum, so please spread the word to fellow residents who would be interested in participating.

Thank you,

City Council Recruiting Sub-Committee
Megan Saunders, Peter Cornelison, Mark Zanmiller

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Commission Memo



Prepared by: Steve Carlson
 Date: April 3, 2018
 Re: Event Site Parking Pass

Seasonal parking passes have been offered at the Event Site since 2007. With the recent Commission approval of the “Waterfront Parking Plan” staff has re-evaluated the current parking pass program and recommends changes starting in summer 2018.

The following is a history of Event Site fee categories and rates over the last 10 years:

Event Site Parking Fees	2007 - 2012	2013 - 2014	2015	2016	2017
Daily	\$5	\$5	\$6	\$7	\$8
Daily Oversize	\$10	\$15	\$15	\$15	\$20
Annual Pre-season	\$40	\$50	\$55	\$60	\$70
Annual	\$50	\$65	\$70	\$75	\$100
Annual Family Discounted	\$20	\$30	\$30	\$40	\$40
Annual Oversize Pre –season	\$90	\$125	\$125	\$135	\$140
Annual Oversize	\$100	\$150	\$150	\$175	\$180

Staff considered the following primary goals in considering changes to the pass program:

- Incentivize long-term parking in off-street lots
- Simplify administrative processes to reduce staff time and costs
- Provide reduced rate parking for local and frequent users
- Insure that any changes are compatible with the waterfront parking plan
- Reasonably increase waterfront recreation revenue to help offset maintenance costs

With these goals in mind, staff proposes the following major changes to the Event Site Pass Program starting this summer:

- Increase the in-season parking pass price from \$75 to \$100.
- Increase the pre-season passes price from \$70 to \$75 and make them available for sale between May 1 and Memorial Day.
- Discontinue the sale of reduced rate family passes.

- Allow pass transferability between vehicles.
- Concessionaires will continue to be provided two passes at no cost as part of their Concession Agreement. The option to purchase unlimited discounted passes will go away.
- Lost or stolen passes will not be replaced.
- Passes must be displayed at all times when parking.
- Passes may be used at the Event Site, West Jensen Parking Area and Lot #1 (when open).

The attached schedule summarizes the recommended pricing and terms for Event Site parking pass in 2018.

RECOMMENDATION: Approve the 2018 Event Site Parking Pass Rate Schedule.



Port of Hood River 2018 EVENT SITE PARKING RATES

Approved: April 3, 2018

Daily	\$8
Daily Oversize	\$20
Pre-Season Annual Pass	\$75
Annual Pass	\$100
Additional Family Discounted Passes	Discontinued
Annual Pre-Season Oversize Pass	Discontinued
Annual Oversize Pass	\$200

Conditions:

- *Passes may be used only at Event Site, West Jensen & Lot One (when open).*
- *Passes must be displayed at all times in designated lots.*
- *Pre-season passes are available May 1 – Memorial Day.*
- *Lost passes will not be replaced.*
- *Passes may be purchased on-line, Port Office or Event Site Booth starting Memorial Day*

For more information: www.portofhoodriver.com

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Commission Memo



Prepared by: Michael McElwee
Date: April 3, 2018
Re: Waterfront Parking Services Agreement

At the Commission meeting on March 6, the Commission reviewed the proposed Waterfront Parking Plan ("Plan") and directed its implementation starting in summer 2018.

At the same meeting, the Commission also authorized the purchase of nine, pay-to-park kiosks manufactured by Cale for installation this spring. Staff has executed the purchase order with Cale and they are expected to be delivered by early May.

The other key decision regarding implementation of the Parking Plan is selection of a firm to manage the processing and collection of parking citations. Staff has discussed options with parking industry representatives and believes that the combination of technology, service experience and pricing provided by Duncan Solutions (dba Professional Account Management, LLC) provides the best value for the Port.

The draft agreement that covers the terms and conditions of the services that Duncan would be providing is not yet ready for Commission review. Staff will forward it via email in advance of the meeting, likely on Monday, April 2nd. Staff will review the services provided and the key terms of the agreement at the meeting.

Note that the specific fees and penalties that would accrue with a parking violation will be a separate discussion item at the meeting.

RECOMMENDATION: Authorize Agreement with Professional Account Management, LLC for parking fee collection services associated with the Waterfront Parking Plan.

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Commission Memo



Prepared by: Anne Medenbach
Date: April 3, 2018
Re: HTCAI SDA Amendment #1

Hood Tech Corp. Aero Inc. and the Port are moving through the Development process on the South side of the airport. This first amendment addresses the following changes to the original agreement:

1. Schedule:
The schedule has changed and construction is not anticipated to start until Summer 2018 vs. Fall of 2017.
2. Scope of Development:
 - a. The plans for the hangars have been defined more thoroughly and those new plans are part of the agreement.
 - b. A jobs plan has been outlined.
 - c. The Right of Way on Airport Drive was vacated and that square footage will be added to the lease area.

New exhibits are attached to the amendment which will be incorporated into the SDA, the Ground Lease Option (GLO) and the final lease.

RECOMMENDATION: Approve Amendment 1 to the South Development Agreement with Hood Tech Corp. Aero Inc.

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**AMENDMENT NO. 1 TO
SOUTH DEVELOPMENT AGREEMENT
KEN JERNSTEDT AIRFIELD**

Whereas, the **PORT OF HOOD RIVER**, a municipal corporation (“Port”) and **HOOD TECH CORP., AERO INC.**, an Oregon corporation, (“Developer”), entered into the South Development Agreement, Ken Jernstedt Airport, dated July 26, 2017 (the “SDA Agreement”); and

Whereas Developer wishes to modify Developer’s proposed Project, as defined and described more fully in the SDA Agreement, to account for changes in the Scope of Development and Project Schedule, as those terms are defined in the SDA Agreement;

Therefore, the parties agree, in consideration of the mutual benefits to be realized by this Amendment No. 1 to South Development Agreement, Ken Jernstedt Airfield (“First SDA Amendment”), to amend the SDA agreement as follows:

- 1. Scope of Development.** Developer’s proposed change to the Scope of Development, as defined in the SDA Agreement, is hereby incorporated into the SDA Agreement. The amended Scope of Development is attached hereto as Exhibit A and incorporated herein by reference. The attached Exhibit A to this First SDA Amendment hereby replaces Exhibit B of the SDA Agreement in its entirety.
- 2. Project Schedule.** Developer has presented Port with a new Project Schedule, as defined in the SDA Agreement. The attached Exhibit B to this First SDA Amendment hereby replaces Exhibit E of the Agreement in its entirety.
- 3. Additional Property.** The Additional Property, as defined in section 1.4 of the SDA Agreement, has been vacated and control of the Additional Property is vested in the Port. The parties hereby agree, pursuant to section 1.4 of the Agreement, that Developer shall lease the Additional Property, with said property being incorporated into the Ground Lease, Exhibit D of the SDA Agreement. The additional square footage will be determined by survey prior to closing.
- 4. Ground Lease Option.** Contemporaneously to the execution of this First SDA Amendment, the parties are amending the Ground Lease Option, Exhibit C of the SDA Agreement. The amended Ground Lease Option is hereby incorporated into the SDA Agreement, as amended by this First SDA Amendment.
- 5. Ground Lease.** Contemporaneously to the execution of this First SDA Amendment, the parties are renegotiating the Ground Lease, Exhibit D of the SDA Agreement. The Ground Lease



Option may not be exercised until the parties have reached a final agreement on the terms of the Ground Lease.

6. Complete Agreement. This First SDA Amendment is the complete agreement among the Parties with respect to the subject covered by this First SDA Amendment and it supersedes any prior agreement on the same subject.

7. Effect on SDA Agreement. Except as amended by this First Amendment, replacing Exhibit B and E, and incorporating amendments to Exhibits C and D, the SDA Agreement remains in full force and effect. Any Port approvals required by the SDA Agreement, as amended, shall only be effective after Developer receives the written approval of the Port, which approval may be granted or withheld pursuant to the terms of the SDA Agreement, as amended. Prior approvals by the Port of Site Plans, Construction Drawings, or other deliverables shall not constitute Port approval of any modifications or changes to said Site Plans, Construction Drawings, or other deliverables.

8. Authority to Execute. The persons executing this First SDA Amendment warrant that they have authority to do so to bind the Parties.

PORT OF HOOD RIVER

Hood Tech Corp., Aero Inc.

By: _____

By: _____

Michael McElwee

Jeremy Young

Its: Executive Director

Its: President

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Port General Counsel

PROPOSED HANGARS

FOR:

TacAero
Ken Jernstedt, Architect

**3608 AIRPORT DR.
HOOD RIVER, OR 97031**

PROJECT TEAM

OWNER TacAero Ken Jernstedt, Architect	ARCHITECT TacAero Ken Jernstedt, Architect	ENGINEER TacAero Ken Jernstedt, Architect
GENERAL CONTRACTOR TacAero Ken Jernstedt, Architect	STRUCTURAL ENGINEER TacAero Ken Jernstedt, Architect	MECHANICAL/ELECTRICAL/PLUMBING ENGINEER TacAero Ken Jernstedt, Architect
LANDSCAPE ARCHITECT TacAero Ken Jernstedt, Architect	ENVIRONMENTAL ENGINEER TacAero Ken Jernstedt, Architect	SOILS ENGINEER TacAero Ken Jernstedt, Architect
TRANSPORTATION ENGINEER TacAero Ken Jernstedt, Architect	AVIATION ENGINEER TacAero Ken Jernstedt, Architect	AVIATION SPECIALIST TacAero Ken Jernstedt, Architect

DEFERRED APPROVALS



SEPARATE PERMIT ITEMS

PROJECT INFORMATION

SHEET INDEX

DOCUMENT RELEASE MATR

VICINITY MAP

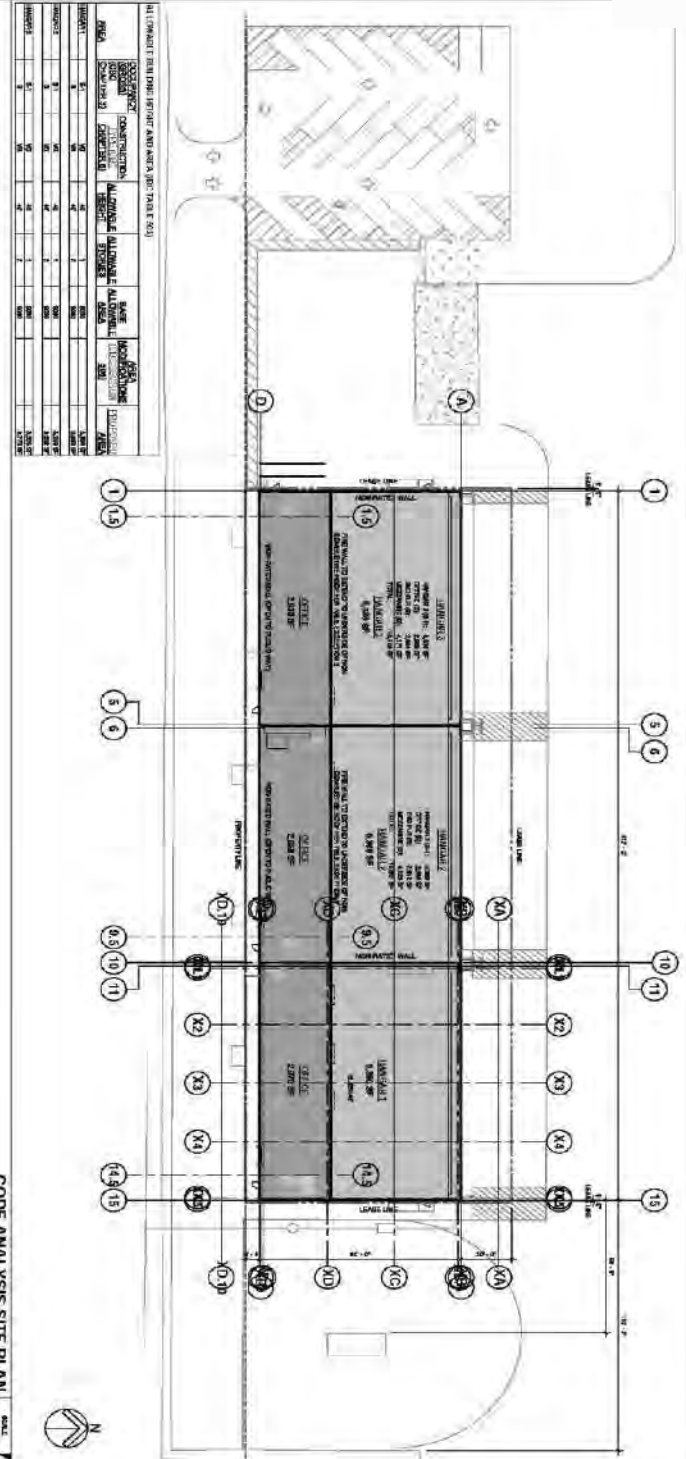



PRELIMINARY NOT FOR CONSTRUCTION

TITLE SHEET

T1.1

PROJECT NUMBER



ALLOWABLE AREA ANALYSIS

AREA	USE	ALLOWABLE GROSS AREA	ACTUAL GROSS AREA
1	RESIDENTIAL	10,000	10,000
2	COMMERCIAL	5,000	5,000
3	INDUSTRIAL	15,000	15,000
4	OFFICE	8,000	8,000
5	RETAIL	12,000	12,000
6	WAREHOUSE	20,000	20,000
7	PARKING	3,000	3,000
8	LANDSCAPE	2,000	2,000
9	STREET	1,000	1,000
10	UTILITY	500	500
11	OVERLAP	1,000	1,000
12	ENCROACHMENT	1,000	1,000
13	UNDEVELOPED	10,000	10,000
14	WATER	5,000	5,000
15	ROAD	1,000	1,000

COMMENTS:
 1. ALL AREAS ARE SUBJECT TO THE CITY OF HOUSTON ZONING ORDINANCES.
 2. THE ACTUAL GROSS AREA OF THE PROPOSED DEVELOPMENT IS 100,000 SQ. FT.
 3. THE ALLOWABLE GROSS AREA IS 100,000 SQ. FT.
 4. THE DEVELOPMENT IS IN COMPLIANCE WITH THE CITY OF HOUSTON ZONING ORDINANCES.
 5. THE DEVELOPMENT IS IN COMPLIANCE WITH THE CITY OF HOUSTON ZONING ORDINANCES.
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 13. THE DEVELOPMENT IS IN COMPLIANCE WITH THE CITY OF HOUSTON ZONING ORDINANCES.
 14. THE DEVELOPMENT IS IN COMPLIANCE WITH THE CITY OF HOUSTON ZONING ORDINANCES.
 15. THE DEVELOPMENT IS IN COMPLIANCE WITH THE CITY OF HOUSTON ZONING ORDINANCES.

PLUMBING FIXTURE CALCULATION

NO.	TYPE	QUANTITY	UNITS
1	TOILET	15	15
2	W.C.	15	15
3	W.C.	15	15
4	W.C.	15	15
5	W.C.	15	15
6	W.C.	15	15
7	W.C.	15	15
8	W.C.	15	15
9	W.C.	15	15
10	W.C.	15	15
11	W.C.	15	15
12	W.C.	15	15
13	W.C.	15	15
14	W.C.	15	15
15	W.C.	15	15

CODE ANALYSIS SITE PLAN

PRELIMINARY NOT FOR CONSTRUCTION

JRMA
 ARCHITECTS & ENGINEERS
 1301 SPUR 1030, SUITE 600
 HOUSTON, TEXAS 77002
 T: 713.266.2322
 F: 713.266.2323
 WWW.JRMA.COM

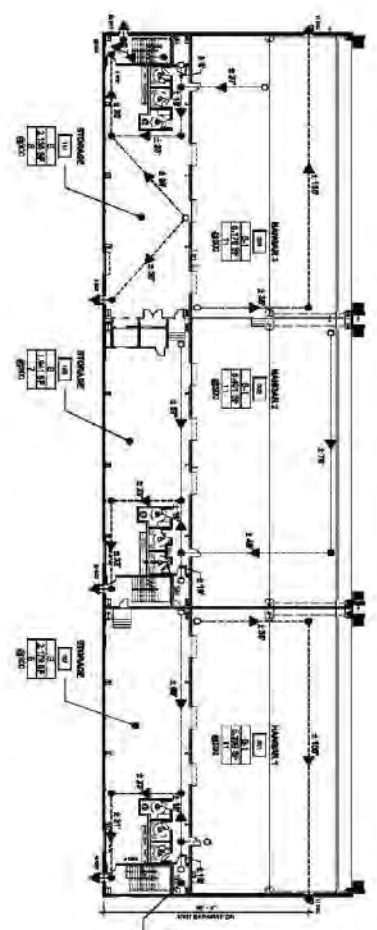
TacAero
 Mechanical Division

3800 AIRPORT DR
 HOOD RIVER, OR 97111

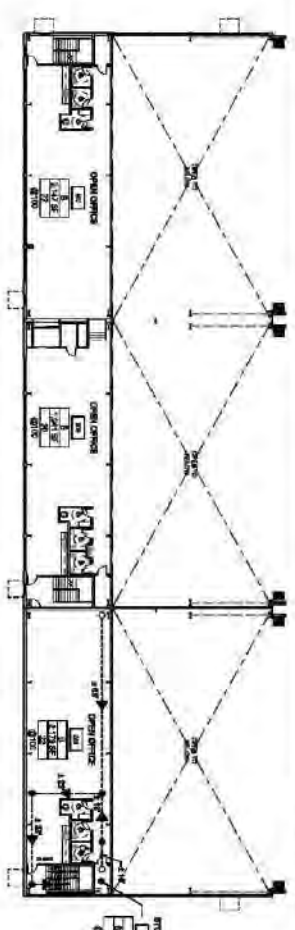
PROJECT REVISION: T1.4

CODE ANALYSIS

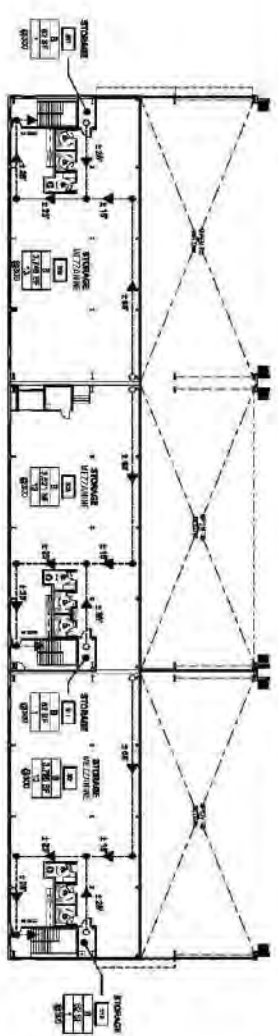
PROJECT REVISION: T1.4



FIRST FLOOR EGRESS PLAN



SECOND FLOOR EGRESS PLAN



MEZZANINE EGRESS PLAN



EGRESS INFO

DOOR INFORMATION
 DOOR TYPE: 1 - Single
 DOOR TYPE: 2 - Double
 DOOR TYPE: 3 - Sliding
 DOOR TYPE: 4 - Folding
 DOOR TYPE: 5 - Revolving
 DOOR TYPE: 6 - Other
 DOOR TYPE: 7 - Other
 DOOR TYPE: 8 - Other
 DOOR TYPE: 9 - Other
 DOOR TYPE: 10 - Other

EGRESS NOTES
 1. ALL DOORS SHALL BE 44" MIN. CLEARANCE.
 2. ALL DOORS SHALL BE 80" MIN. CLEARANCE.
 3. ALL DOORS SHALL BE 28" MIN. CLEARANCE.
 4. ALL DOORS SHALL BE 36" MIN. CLEARANCE.
 5. ALL DOORS SHALL BE 48" MIN. CLEARANCE.
 6. ALL DOORS SHALL BE 60" MIN. CLEARANCE.
 7. ALL DOORS SHALL BE 72" MIN. CLEARANCE.
 8. ALL DOORS SHALL BE 84" MIN. CLEARANCE.
 9. ALL DOORS SHALL BE 96" MIN. CLEARANCE.
 10. ALL DOORS SHALL BE 108" MIN. CLEARANCE.

HANGAR 1 OCCUPANT LOAD

NO.	ROOM NAME	AREA	OCCUPANT LOAD
1	STORAGE	1,200	120
2	STORAGE	1,200	120
3	STORAGE	1,200	120
4	STORAGE	1,200	120
5	STORAGE	1,200	120
6	STORAGE	1,200	120
7	STORAGE	1,200	120
8	STORAGE	1,200	120
9	STORAGE	1,200	120
10	STORAGE	1,200	120

HANGAR 2 OCCUPANT LOAD

NO.	ROOM NAME	AREA	OCCUPANT LOAD
1	OPEN OFFICE	1,200	120
2	OPEN OFFICE	1,200	120
3	OPEN OFFICE	1,200	120
4	OPEN OFFICE	1,200	120
5	OPEN OFFICE	1,200	120
6	OPEN OFFICE	1,200	120
7	OPEN OFFICE	1,200	120
8	OPEN OFFICE	1,200	120
9	OPEN OFFICE	1,200	120
10	OPEN OFFICE	1,200	120

HANGAR 3 OCCUPANT LOAD

NO.	ROOM NAME	AREA	OCCUPANT LOAD
1	STORAGE	1,200	120
2	STORAGE	1,200	120
3	STORAGE	1,200	120
4	STORAGE	1,200	120
5	STORAGE	1,200	120
6	STORAGE	1,200	120
7	STORAGE	1,200	120
8	STORAGE	1,200	120
9	STORAGE	1,200	120
10	STORAGE	1,200	120

EGRESS NOTES
 1. ALL DOORS SHALL BE 44" MIN. CLEARANCE.
 2. ALL DOORS SHALL BE 80" MIN. CLEARANCE.
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 8. ALL DOORS SHALL BE 84" MIN. CLEARANCE.
 9. ALL DOORS SHALL BE 96" MIN. CLEARANCE.
 10. ALL DOORS SHALL BE 108" MIN. CLEARANCE.

JRMA
 1201 W. 10TH AVENUE, SUITE 210
 DENVER, CO 80202
 303.733.1100
 www.jrma.com

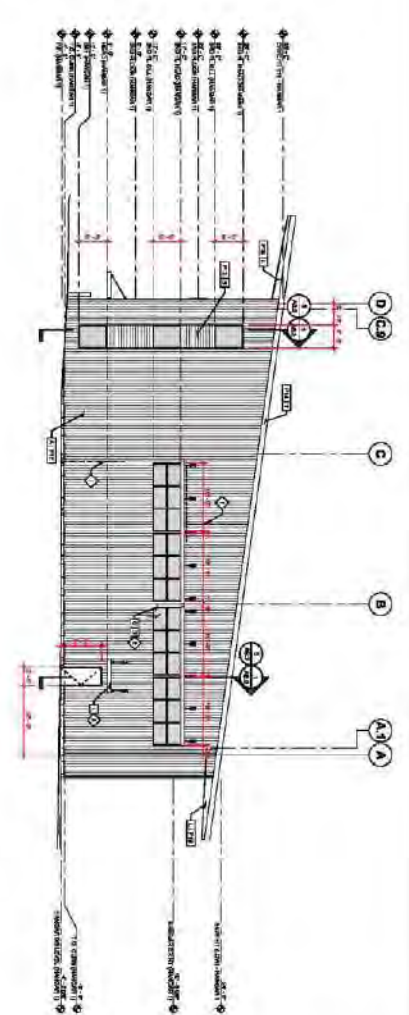
Tecaero
 Ken Amundson, Architect

PRELIMINARY NOT FOR CONSTRUCTION

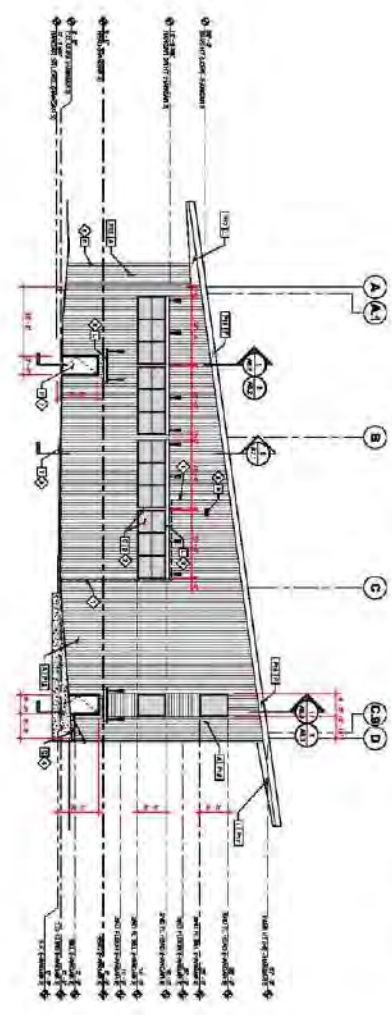
300 AIRPORT ROAD OVER ON 17TH

EGRESS PLAN

T1.5
 PROJECT REVISION: 1



EAST ELEVATION SCALE: 1/8" = 1'-0"



WEST ELEVATION SCALE: 1/8" = 1'-0"

LEGEND

- ◊ CONCRETE WALL OR CURB/CHAMFER
- ◊ REINFORCED CONCRETE - SEE SCHEDULE
- ◊ FORM BRACKET/SLAB/SLUR - SEE SCHEDULE

NOTES

1. ALL ITEMS IN RED ARE REVISIONS AND NOT DIMENSIONS.
2. ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
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PEMB KEYNOTES

- 171 MAINTENANCE CLIMATE FRAME
- 172 GIB WALL PANEL FRAME
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**PRELIMINARY
NOT FOR
CONSTRUCTION**

TackAppt
Not a member of AIA

HARDWARE ETC.

**2008 ARCHITECT OR
WOODWORK, ON VIEW**

JRMA
ARCHITECT FIRM
1201 SW 12th Ave, Ste. 410
Fort Lauderdale, FL 33304
Tel: 754.343.1100
www.jrma.com

**EXTERIOR
ELEVATIONS**

A5.3

PROJECT REVISION:



Internal use only

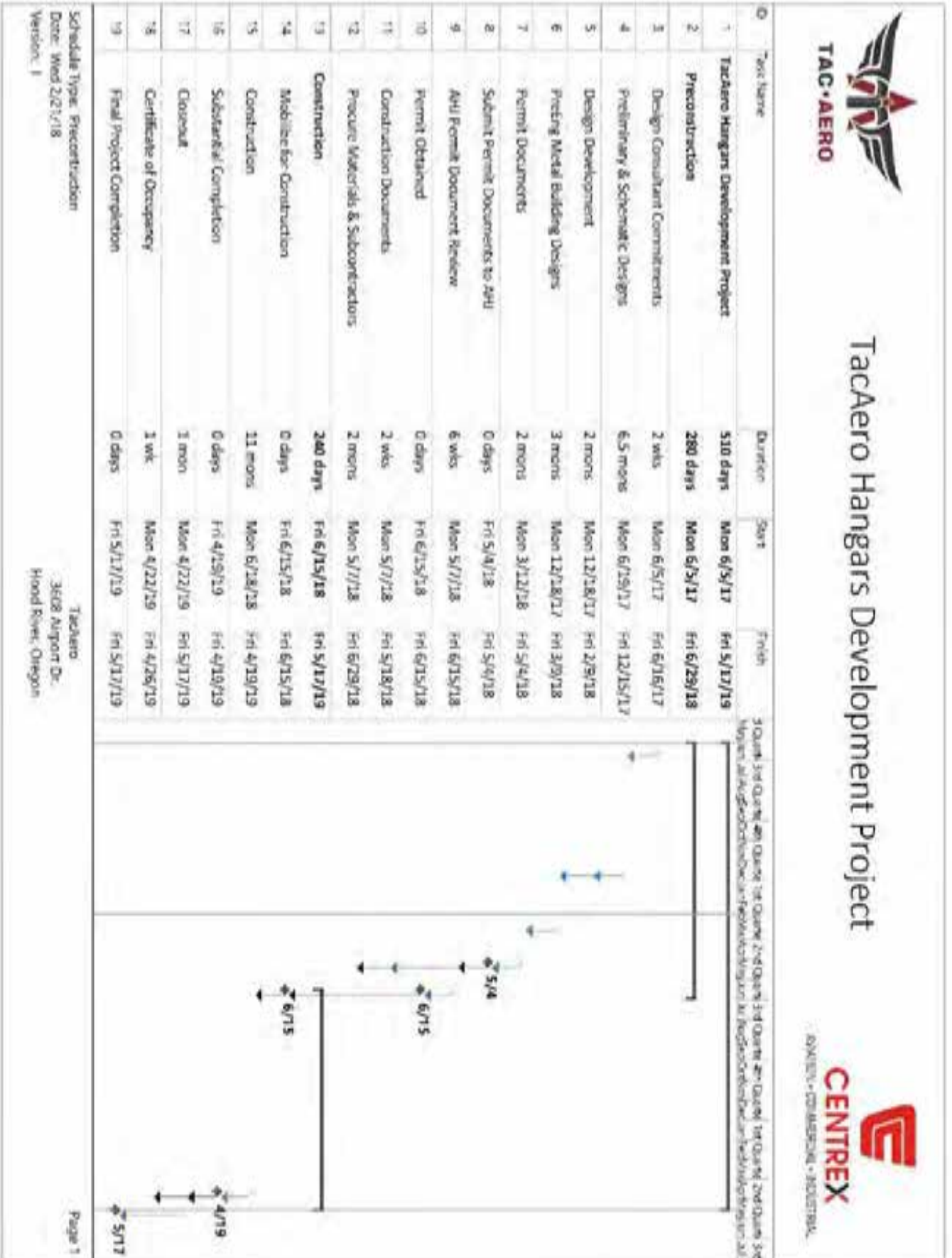
Hood Tech Corp., Aero Inc. Jobs Plan 2018
 South Hangar Complex
 Ken Jernstedt Airfield – Hood River, OR

Job Categories	Qty. Staff	Compensation Scale	Future Employee Growth 2019-2020
Executive Management	2	\$85,000 - \$100,000 yr.	0
Senior Management	3	\$75,000 - \$90,000 yr.	+1
Program Managers	2	\$55,000 - \$70,000 yr.	+2
Full Time Employees	9	\$30,000 - \$55,000 yr.	+7
Part Time Employees	4	\$11.50 - \$14.00 hr.	+5

Table: HTCA0457

Exhibit B

Scope of Development



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Commission Memo



Prepared by: Anne Medenbach
Date: April 3, 2018
Re: Hood Tech Corp., Aero Inc. Ground Lease Option
Amendment #2

Amendment 1 to the Ground Lease Option extended the expiration date to accommodate changes to the Development Agreement with Hood Tech Corp., Aero Inc. (HTCAI). This second amendment also extends the expiration deadline to coincide with HTCAI's updated schedule and development plan.

Amendment 2 extends the expiration deadline from May 1, 2018 to August 1, 2018.

RECOMMENDATION: Approve Amendment 2 to the Ground Lease Option with Hood Tech Corp. Aero Inc.

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AMENDMENT NO. 2 TO OPTION TO GROUND LEASE

Whereas, the **PORT OF HOOD RIVER**, a municipal corporation (“Port”) and **HOOD TECH CORP., AERO INC.**, an Oregon corporation, (“Developer”), entered into an Option to Ground Lease effective July 28, 2017 (“GLO”), to allow Developer to lease approximately 25,000 square feet of land located along Airport Drive at the Ken Jernstedt Airfield, in the area described in Exhibit A attached to the GLO (“Property”);

Whereas the Port and Developer amended the GLO by Amendment No. 1 to Option to Ground Lease (“GLO Amendment 1”) to extend the Term, as defined in the GLO, as amended, to May 1, 2018;

Whereas, Developer wishes to extend the option exercise deadline to account for changes in Developer’s proposed Project, as described in the South Development Agreement between the parties effective July 26, 2017, (“SDA Agreement”) as amended, and to account for changes in the Project Schedule;

Whereas the parties are contemporaneously entering into an agreement to amend the South Development Agreement, Ken Jernstedt Airfield (“First SDA Amendment”), modifying the Scope of Development and Project Schedule, as those terms are defined in the SDA Agreement, as amended, necessitating a further extension of the GLO to accommodate the Project Schedule; and

Whereas the parties have reached a general framework agreement on the Ground Lease, Exhibit D of the SDA Agreement, and are currently in negotiations of a final agreement on the Ground Lease:

Therefore, the parties agree to amend the GLO, as amended by the GLO Amendment 1, as follows:

1. The expiration date, as amended to May 1, 2018 by the GLO Amendment 1 (“Term”) is hereby changed to August 1, 2018.
2. The GLO, as amended, may be exercised only upon final agreement between the parties as to the terms of the Ground Lease.

Except as modified by this Amendment No. 2 to Option To Ground Lease, all terms and conditions of the GLO, as amended, shall remain unchanged and in full force and effect.

This Amendment No. 2 to Option to Ground Lease shall be effective on the last date signed by the parties.

PORT OF HOOD RIVER

By: _____
Michael S. McElwee, Executive Director

Date: _____



HOOD TECH CORP., AERO, INC.

By: _____
Jeremy Young, President

Date: _____

Commission Memo



Prepared by: Kevin Greenwood
Date: April 3, 2018
Re: Commission Appointment to BRAG

As noted in the Bridge Replacement Project Update, letters from Commissioner Streich have been sent to the member agency chairs/mayors asking for representation on the Bi-State Bridge Replacement Advisory Group.

The Port Commission will also need to select a representative to serve as the Chair of the BRAG. The BRAG is a ten-member Group that will provide a feedback loop from the EIS Consultants to local constituents. The attached Charge that was authorized on March 20th provides details on the responsibilities.

RECOMMENDATION: Authorize President Streich to appoint a member of the Port Commission to serve as Chair of the Bi-State Bridge Replacement Advisory Group.

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Hood River-White Salmon Bridge Replacement Advisory Group (BRAG)

Authorized by Port of Hood River Port Commission on March 20, 2018

Background

The Port of Hood River is undertaking a detailed study to address the development of a new bridge, built to modern standards, to replace the Hood River-White Salmon Interstate Bridge (“Bridge”). This study will focus on updating and refining previous engineering studies, satisfying environmental and permitting requirements, and determining how to fund and procure the replacement Bridge. This study phase is anticipated to take over two years to complete.

As the public authority responsible for owning and operating the bridge, the Port Commission must make significant decisions regarding how to proceed with the development of the replacement Bridge. To ensure that its decisions are as responsive as possible to local ideas and issues, the Port Commission will establish a Bridge Replacement Advisory Group (“BRAG”) to obtain feedback and foster discussion among local and regional public stakeholders, and provide a forum for each of the stakeholders to advise the Port on policy related to the planning and development of the replacement Bridge. The duration of the advisory group is 2-3 years depending on the length of the study period.

Purpose

The purpose of the BRAG is to provide a forum for:

- The Port to provide periodic project status updates and report interim study findings to stakeholders.
- Stakeholders to review and provide guidance to the Port on bridge design and environmental mitigation measures.
- The Port and stakeholders to identify and discuss design and development issues and options for addressing them.
- Stakeholders to review and comment on funding and project delivery strategies for the replacement bridge.
- Stakeholders to advise the Port Commission on major project development and procurement actions and strategic decisions.
- Stakeholders to advise and assist the Port in public and community outreach activities.
- Stakeholders to have direct access to the engineering, environmental, financial, and project delivery consultants retained by the Port.
- The Port and stakeholders to coordinate on grant, loan, and permitting applications.

- Stakeholders to advise the Port on the work scope and project organization for post-environmental impact statement activities.

Membership

One member from each of the following governing bodies is invited to participate on the BRAG:

- Port of Hood River, Chair
- City of Hood River
- County of Hood River
- City of White Salmon
- City of Bingen
- County of Klickitat
- Port of Klickitat
- ODOT Area Commission on Transportation (ACT), Region 1
- Columbia River Inter-Tribal Fishing Commission (CRITFC)
- Columbia River Gorge Commission

Each entity will appoint its representative to the BRAG. The BRAG members will be responsible for coordinating with other members of their organizations and constituents to identify issues to be discussed at BRAG meetings, communicating the results of BRAG discussions to his or her board and constituents, and providing feedback from their communities to the Port. The Port representative will serve as Chairperson of the BRAG.

Administration

The BRAG will meet monthly throughout the study period, with additional meetings scheduled as needed. Meetings will generally be held in the Port offices, but when appropriate may be held by teleconference or at other sites in the region. As a non-voting advisory group, there will not be any quorum requirements for meetings.

The BRAG will be funded by the Port and staffed by the Port's Bridge Replacement Director. The Bridge Replacement Director will distribute meeting agenda prior to each meeting. The Port will engage technical consultants, as necessary, to address issues identified by the BRAG.

For further information about the BRAG, contact Kevin Greenwood, Port of Hood River Bridge Replacement Project Director, (541) 436-0797 or kgreenwood@portofhoodriver.com.