

PORT OF HOOD RIVER COMMISSION
Tuesday, June 7, 2016
Marina Center Boardroom
5:00 P.M.

Regular Session Agenda

1. Call to Order
 - a. Modifications, Additions to Agenda
2. Public Comment (5 minutes per person per subject; 30 minute limit)
3. Consent Agenda
 - a. Approve Minutes of May 24, 2016 Regular Session (*Laurie – Page 3*)
 - b. Approve Contract with Hood River Painting for Chamber Building Deck Painting Not to Exceed \$10,500 (*Anne – Page 7*)
4. Reports, Presentations and Discussion Items
 - a. HRVHS Internship Report – Payton Rigert (*Genevieve – Page 13*)
5. Director’s Report (*Michael – Page 15*)
6. Commissioner, Committee Reports
7. Action Items
 - a. Approve Resolution 2015-16-9 Adopting the FY 2016-17 Budget of \$21,219,900 and the Assessed Tax Rate of \$0.0332 per \$1,000 of Assessed Value (*Fred – Page 21*)
 - b. Approve Contract with DKS Associates for Bridge Signage Plan Not to Exceed \$22,600 (*Michael – Page 25*)
 - c. Approve Contract with Hood River Soaring for Glider Concession at the Airport (*Anne – Page 31*)
 - d. Authorize Contract with Parsons Brinkerhoff for Lift Span Engineering Services Not to Exceed \$40,000 (*Michael – Page 65*)
8. Commission Call

9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(h) Legal Counsel Regarding Current Litigation or Litigation Likely to be Filed
10. Possible Action
11. Adjourn

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

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

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**Port of Hood River Commission
 Meeting Minutes of May 24, 2016 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.

Present: Commissioners Jon Davies, Fred Duckwall, Rich McBride, Brian Shortt, and Hoby Streich; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl (excused at 6:00 p.m.), and Laurie Borton

Absent: None

Media: None

1. **CALL TO ORDER:** The meeting of the Port of Hood River Commission was called to order at 5:00 p.m. by President Brian Shortt.
 - a. **Modifications, Additions to Agenda:** Dates for Action Item 7A were modified and a revised staff memo related to Action Item 7B was provided.

2. **PUBLIC COMMENT:** None.

3. **CONSENT AGENDA:**

- a. Approve Minutes of May 10, 2016 Regular Session
- b. Approve Accounts Payable to Jaques Sharp Attorneys at Law in the amount of \$7,511

Motion: Move to approve Consent Agenda.

Move: Duckwall

Second: Streich

Discussion: Davies cited a potential conflict of interest due to his client relationship with Jaques Sharp Attorneys at Law

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

MOTION CARRIED

4. **Reports, Presentations and Discussion Items**

a. Financial Report for the 10 Months Ending April 30, 2016 – Fred Kowell, CFO, brought the Commission up to date on the April 30, 2016 financials discussing causal effects and related offsets to budget numbers. Kowell summarized that overall the financial outlook looks like expenditures will be under budget while revenues will be slightly above budget and that staff will need to be diligent with respect to controlling spending on materials and supplies before the end of this fiscal year. Kowell also noted that a Budget Transfer would be presented to the Commission at the June 21 meeting to shore up any budget variance that will occur between Personnel Services, Materials & Services, Capital Outlay and Debt Service.

b. Legislative Advocacy Update – Summit Strategies LLC (“Summit”) has provided federal advocacy on Port priorities as well as limited advocacy on the state level. The Budget Committee approved allocations for FY 2016-17 advocacy efforts in the amounts of \$75,000 (federal), \$20,000 (state) and \$5,000 (OneGorge). Genevieve Scholl, Communications & Special Projects Manager, commented that next year’s Oregon state legislative session promises to be very important with regard to near and long-term planning for bridge replacement as the endeavor to pass a transportation package will potentially provide new funding opportunities. Executive Director Michael McElwee stated he believed an additional \$40,000-\$45,000 added to the existing budget allocation of \$20,000 for state efforts was warranted. At 5:33 p.m., Hal Hiemstra, Summit partner, was brought into the discussion by conference call. Hiemstra reviewed Summit’s draft 2016-17 Work Plan and commented the budget would vary depending on the ‘ask’ in transportation projects. Hiemstra also noted the firm had the bandwidth to work on projects without having to hire additional staff. With the upcoming state transportation package Hiemstra commented this will be a “once in a decade opportunity” for the Port. The conference call concluded at 5:50 p.m. There was Commission support to increase the allocation for state lobbying efforts (or re-allocate funds from the federal efforts); staff will bring options and recommendations back for Commission approval.

At 5:50 p.m. President Shortt opened the public hearing for the FY 2016-17 Budget.

c. Lower Mill Design Guidelines – Anne Medenbach, Development & Property Manager, commented the draft guidelines were based on the established Waterfront Development Design Guidelines as well as the process for plan design and review. While the Lower Mill guidelines are not as restrictive, they are more upscale regarding building materials and landscaping. Input provided by the Commission related to Section IV, item B2 – that landscape areas contributing to the aesthetics of Highway 35 would be more valuable than preserving industrial parcel view corridors of Mt. Adams.

d. Commissioner McBride Elected Office Status – McElwee congratulated County Commissioner-elect Rich McBride, who will take office effective January 1, 2017. Attorney Jerry Jaques had reviewed the Oregon Constitution, statutes, case law and Attorney General opinions and concluded that holding two offices was permissible under Oregon law. McBride has indicated his willingness to serve on the Port Commission board through the end of his term (June 30, 2017) at which time he would let the position go. There was consensus that McBride's continuity would be valuable to the board with a caveat; however, that McBride inform the Port if he felt that serving on dual boards after January 1 was causing a burnout.

e. Tolling System Project Update - Kowell reported the software update (Phase 1) should be completed the end of June. He met with Kapsch last week, a global player in the tolling business and a sole-source provider, who will be providing a proposal with optional features such as weigh-in-motion and license plate recognition. The Kapsch proposal will be brought back to the Commission at a later date.

5. DIRECTOR'S REPORT: McElwee provided a verbal report highlighting the following items: Opening day for the Event Site booth will be Friday, May 27. Commissioners were asked to contact staff if they were interested in attending the PNWA Summer Conference in Walla Walla June 27-29. Executive Director annual review materials will be provided at the June 21 meeting; the Commission was asked to contact the Personnel Committee (Shortt and Duckwall) if they wanted any format changes considered in the review documents. The ped/bike path connecting the Pedestrian Bridge with the new Nichols Basin road has not been poured to a depth of 6 inches as required. The contractor has been notified the work is not acceptable and staff is awaiting a formal response. It was also reported the temporary fencing installed on the south property line adjacent to residences at the airport was significantly damaged and is being repaired. Cyclone fencing will be needed and the Port is still seeking approval for FAA funding. Evaluation of the Lift Span by the subrogation engineers was carried out. Based on initial comments from the Stafford Bandlow engineers, the U.S. Coast Guard has been advised that live testing of the span has been postponed until mid-June at the earliest. McElwee also reported that he and Kowell will meet with City staff for a tax increment financing discussion focusing on the Waterfront, which Commissioners Davies and Streich can carry forward to the Urban Renewal Agency.

6. COMMISSIONER, COMMITTEE REPORTS:

a. Marina Ad-Hoc – The Committee met on May 19. Discussion topics included whether or not any of the Marina restrooms could be designated as tenant-only; Commission approval of the South Basin Dock lease with the Hood River Yacht Club; FY 2016-17 Marina budget items; and a discussion on designating the Committee's status as standing vs. ad-hoc, which will require Commission approval. McElwee also reported meeting with Hood River County Marine Deputy Quintin Nelson regarding fueling and if/how the Shell station can assist or if a partnership between the Port and the gas station is feasible that would result in cost saving related to time efficiencies.

b. Urban Renewal Budget Committee (agenda addition) – Commissioner McBride reported the Budget Committee has an interest in what the Port will be doing on Lot 1 and that education on the loan repayment process would be valuable for the Committee. There was consensus that an update should be presented to the Urban Renewal Agency board.

7. ACTION ITEMS:

a. **Approve Assignment of FBO Agreement to Hood Tech Corp., Aero Inc. from Classic Wings, Inc.:** Medenbach reported the current Fixed Base Operator, Classic Wings Aero Services, is supportive of the assignment transfer. Two separate assignments are required as two existing companies are involved—Nostalgaire (hangar lease) and Classic

Wings (FBO and residential trailer). All agreements have a term expiration of December 31, 2019; however, due to potential changes in services, the assignee and the Port have agreed to a shortened term expiration of December 1, 2017.

Motion: Move to approve assignment of lessee rights and obligations at the Ken Jernstedt Airfield from Nostalgaire Inc. to Hood Tech Corp., Aero Inc.

Move: Duckwall

Second: McBride

Discussion: Streich requested that staff provide six month updates.

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

MOTION CARRIED

Motion: Move to approve assignment of Fixed Base Operator and land lease tenant rights and obligations at the Ken Jernstedt Airfield from Classic Wings Aero Services, Inc. to Hood Tech Corp., Aero Inc.

Move: McBride

Second: Duckwall

Discussion: Streich requested that staff provide six month updates.

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

MOTION CARRIED

b. Approve Intent to Award Notice and Award of Contract Barring No Protests for Lower Mill Utilities Project: Discussion on this item was deferred to Executive Session.

c. Approve Resolution 2015-16-8 Regarding Workers Compensation: Kowell noted this is an annual resolution with Special Districts Association of Oregon that formally extends Workers’ Compensation insurance coverage to the board and volunteers that assist the Port in its various operations.

Motion: Move to approve Resolution 2015-16-8 that will cover the Board of Commissioners and volunteers with workers’ compensation insurance.

Move: Duckwall

Second: Streich

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

Abstain: Davies, citing direct conflict of interest as partner in Columbia River Insurance

MOTION CARRIED

With no public comment heard, the Budget Hearing for FY 2016-17 was closed at 7:12 p.m.

8. COMMISSION CALL: McBride will be hosting a free barbecue at the Event Site, known as “Loco Wednesday” on June 1 and June 8. Last year 790 meals were served and McBride reported receiving positive feedback all year. McBride thanked Commissioners Shortt, Davies, and Duckwall for their donations. The Port provides an in-kind donation by not charging a site rental, but McElwee suggested that the Port could also make a monetary donation. Davies thanked the Port for installing a picnic table and plaque in the Marina Park remembering former Commissioner Don Hosford and his wife Virginia “for their love and dedication to the community of Hood River.” Shortt noted that portions of downtown streets would be closed on June 3 for high school STEM robotics, snow would be brought in for rail events, and a sand art competition.

9. EXECUTIVE SESSION: Regular Session was recessed at 7:20 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate, ORS 192.660(2)(f) Exempt Public Records, and ORS 192.660(2)(h) Legal Counsel Regarding Current Litigation or Litigation Likely to be Filed. The Commission was called back into Regular Session at 8:23 p.m.

10. POSSIBLE ACTION: The following action was taken as a result of Executive Session.

Motion: Move to approve Intent to Award and contract award, barring no protests, to Beam Excavating Inc. for installation of the utilities at the Lower Mill site, not to exceed \$218,468.12.

Move: Duckwall

Second: Davies

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

MOTION CARRIED

11. ADJOURN: At 8:24 p.m. President Shortt entertained a motion from Commissioner Davies to adjourn the meeting.

Respectfully submitted,

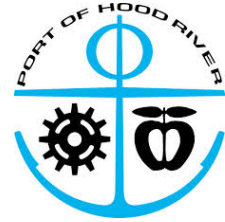
Laurie Borton

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission

Commission Memo



Prepared by: Anne Medenbach
Date: June 7, 2016
Re: Painting Chamber Building Contract - Hood River Painting

The Chamber Building needs to be repainted. The deck portion of the building and railings need to be painted before the busy summer season. This project had been budgeted for the FY 2015/16, but is now approved for completion in FY 2016/17.

Staff solicited quotes locally from three contractors. One quote was received, from Hood River Painting, for the amount of \$10,500. This includes sanding and removing the paint as needed on both the deck and the railing and painting the deck with the appropriate exterior deck paint that will chip and peel less than the current product.

RECOMMENDATION: Approve contract with Hood River Painting for painting of the deck and railing of the Chamber Building not to exceed \$10,500.

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Small Procurement Contract

1. This Contract is entered into between the Port of Hood River ("Port") and Hood River Painting ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through July 31, 2016. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract, except to the extent the Port is negligent and responsible to pay damages. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Contractor:	Port of Hood River
Signed:	Signed:
	1000 E. Port Marina Drive, Hood River, OR 97031
	(541) 386-1645/ porthr@gorge.net

**Small Procurement Contract
Exhibit A**

I. SCOPE OF WORK:

Location: 700 E. Port Marina Drive, "Chamber" Building

1. Sand off peeling paint
2. Prep for painting of entire deck so as to prevent spray onto any item not identified as part of this project.
3. Paint the deck and railings with exterior paint that is suited for decks and railings
4. Provide the Port with a maintenance summary (i.e., expected repainting schedule)

II. DELIVERABLES AND TIMEFRAME:

Work to be completed in the last week of June 2016 and before the 4th of July.

III. CONSIDERATION:

Contract amount is for \$10,500.

IV. BILLING AND PAYMENT PROCEDURE:

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

- Invoice date
- Contract project title
- Record of hours worked and a brief description of activities
- Billing rate applied

Invoices for services will be submitted on a monthly basis. Payments due which exceed 90 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

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

**Personal Services Contract
Exhibit B**

INSURANCE

Contractors, please send this to your insurance agent immediately.

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

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

Required and attached OR Contractor is exempt

Certified by Contractor: _____
Signature/Title

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

- 4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

Required and attached Waived by Finance Manager _____

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

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

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30 day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River). Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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Commission Memo



Prepared by: Genevieve Scholl
Date: June 7, 2016
Re: 2016 HRVHS Intern – Payton Rigert

Payton Rigert, an HRVHS senior, has served as the Port intern since February 16 assisting with the digitization of the Port's historic photo archive, photographing Port waterfront properties, transferring public documents from the old website server to the new website, and researching and publishing an article on the Lower Mill Site redevelopment.

Payton is an accomplished student and athlete. The following is a short list of her achievements in the past few months:

- National Wrestling Hall of Fame's Tricia Saunders High School Excellence Award for Oregon Outstanding Female Wrestler of the Year (Three-time state champion), USA Wrestling All-American
- 2016 Hood River Elks Club Student of the Year
- National Honor Society (4.0 GPA)
- 2016 State Debate Championship qualifier in Extemporaneous Speaking category
- 2016 Design Winner for Hood River County Prevention and HRVHS Media Club's drug-free living and awareness billboard

Payton has been a thoroughly valuable intern, completing the historical photo digitization project on her own and in short order. After graduation, she plans to travel with her brother Carter in Iceland and France before heading to Kentucky for college. She has earned both an academic and a wrestling scholarship, and plans to attend OHSU medical school after her undergraduate work is complete.

Payton will provide a short presentation of her internship during the Commission meeting.

RECOMMENDATION: Informational.

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Executive Director's Report

June 7, 2016

Staff & Administrative

- I will not be in attendance at the June 7 Commission meeting. I will be attending meetings on June 8 in Philadelphia with Chubb personnel to discuss the status of the insurance claim.
- President Shortt and Genevieve Scholl will attend the PNWA mid-year conference June 27-29 in Walla Walla. I will be taking a family vacation that week.
- The July Commission meeting has now been set for July 12.
- Summer engineering intern Andrew Porter will begin work on June 20.
- Our 2016 HRVHS student intern Payton Rigert has completed her internship. She will give a short presentation on her experience at the Port during the meeting.
- At the June 21, 2016 meeting, Executive Director performance review materials will be distributed to Commissioners. Please be prepared to return these to Jerry's office by July 5 so that Jerry can compile the scores and comments for distribution at the July 12 meeting.

Recreation/Marina

- The first "Loco Wednesday" organized by Commissioner McBride occurred on Wednesday June 1.



- Trenching and excavation work on for the new power conduit around Marina Green is scheduled to begin June 6. My prior report mis-stated that work would start on May 31.
- Hood River Yacht Club has installed two new dinghy storage floats at the South Basin Dock. They report all storage cradles (12 total) have tenant commitments.
- The new Lost & Found procedures have been finalized. The bins for low value items are installed at the Event Site.

Development/Property

- We have informed Naito Development that the Port does not accept the new concrete ped/bike path connecting the Footbridge with the new road, Nichols Parkway. No response has been received.

Airport

- The County Planning Department has informed staff that the new Airport Master Plan does not need a Comprehensive Plan Amendment. This is a notable cost savings.
- The assignment of the FBO Agreement has been executed.

Bridge/Transportation

- It is timely now to have a direct meeting with Chubb to discuss the follow-up steps stemming from the allision, the preliminary findings of Chubb's subrogation engineers and possible next steps. I will meet with Chubb executive Lei Huang, Adjustor Phil Ambrose, Chubb Account Representative Mike Giambra and Port Insurance Broker David Hearn from Durham & Bates at the Chubb offices in Philadelphia on June 8. The meeting will take place under the terms of a Confidentiality Agreement. I have discussed this meeting with outside counsel Mike Haglund and he will review the agreement before signing.
- John Mann and I met with Mr. Ken Lawrenson, a representative of the Coast Guard on June 2. I believe we gave Mr. Lawrenson adequate assurances that we were doing everything possible to restore operability to the lift span.
- Approximately 220 ft of guardrail on the bridge was significantly damaged, likely by a heavy truck, on June 2. Staff contacted Columbia River Contracting, who does a lot of DOT guardrail work to carry out repairs. We expect to have a repair estimate in time for the Commission meeting; however, this is an emergency situation and it may be necessary to start the work Monday.

Port Report



Special Publication on the Bridge of the Gods for Our Neighbors in Stevenson & Cascade Locks



Bridge of the Gods Tolls Increase July 1

Tolls will increase on the Bridge of the Gods July 1, 2016 at 12am (midnight). The Port Commission’s decision to increase the tolls came after a series of public meetings on both the Oregon and Washington sides of the Columbia River. During these meetings, local residents and business-owners provided valuable suggestions and feedback about how to structure a program that would increase the toll revenue to address critical long-term bridge maintenance costs, while also honoring the local communities. The fee schedule below was approved on May 19, 2016 by the Port of Cascade Locks Commission. There will also be special discount programs for low income and large volume coupon purchasing.

Vehicle Type	Current Toll Cash	With Current Coupon	New Toll Cash	With New Local Decal	With New Coupon
Pedestrians, Bikes (north-bound only)	\$0.50		\$1.00		
Motorcycles	\$0.50		\$1.00		
Trailers (per axle)	\$0.50		\$1.00		
2 Axle Vehicles (cars & pick-ups)	\$1.00	\$0.75	\$2.00	\$1.00	\$1.00
2 Axle Vehicles w/ dual rear wheels	\$2.00	\$1.50	\$3.00	\$2.00	\$2.00
3 Axle Trucks	\$4.50	\$4.50	\$5.00	\$5.00	\$5.00
4 Axle Trucks	\$6.00	\$6.00	\$7.00	\$7.00	\$7.00
5 Axle Trucks	\$7.50	\$7.50	\$9.00	\$8.75	\$8.75
6 Axle Trucks	\$9.00	\$9.00	\$11.00	\$10.50	\$10.50
7 Axle Trucks	\$10.50	\$10.50	\$13.00	\$12.25	\$12.25
8 Axle Trucks	\$12.00	\$12.00	\$15.00	\$14.00	\$14.00

Your Frequently Asked Questions (FAQs) About the New Bridge Tolls

Are my existing coupon books still valid?

Yes, all Port-issued bridge toll coupon books will be accepted until they run out.

Who is considered a “local” to get the decal?

Resident and business vehicles registered in Hood River, Wasco, Klickitat, and Skamania Counties, plus Dodson and Warrendale areas.

Where can I get my local decal?

Interior car window cling decals will be issued from the Port Office in Cascade Locks or the Skamania County Chamber of Commerce in Stevenson. Residents will need to show proof of current address, plus vehicle registration for each additional vehicle needing a decal.

Do I have to pay for the local decal?

No, the decals are free.

When can I get my local decal?

The decals have been ordered and should be available on both sides of the river in mid-June.

Do I have to be a local to buy coupon books?

No, anyone can purchase coupon books.





PO Box 307
355 Wa Na Pa Street
Cascade Locks, OR 97014
(541) 374-8619
portofcascadelocks.org
facebook.com/portofcascadelocks



Local Postal Customer

Recovering from Emergency Bridge Construction

The Bridge of the Gods is critical to the regional economy and overall quality of life in the Columbia River Gorge.

The weight limit on the Bridge of the Gods for an individual vehicle is 40 tons/80,000 lbs. Not long ago in 2013, the Port was shocked by a reduced load rating on the bridge of 8 tons/16,000 lbs. The negative impact to the regional economy from this reduced load rating was estimated at \$72.3M in the first year alone (\$26.7M of which was lost employee and business owner income). The negative impacts were experienced strongest in Skamania County, and were as far reaching as the Yakama Valley. This data was compiled in a 2014 economic impact analysis by Oregon State University.

Quick Bridge Facts:

Years Constructed: 1920-1926
Year Raised 44 feet: 1938-1940
Year Purchased by Port: 1961
Length: 1,858 feet
Height Clearance: 14 feet 6 inches
Bridge Width: 35 feet
Lane Width: 12 feet
Max Weight: 80,000 lbs. / 40 tons
Above Water: 140 feet
Original Decking: Wood
Annual Vehicle Crossings: 1.6M
Annual Value of Goods: \$35M

Thanks to quick assistance from ODOT, WSDOT, and FHWA in 2013, the Port was able to conduct \$1.2M in bridge repairs in less than four months (originally estimated to take two years), to return the bridge to the full 40 ton/80,000 lbs. weight limit. Following this emergency construction, the Port adopted a 10 Year Plan for bridge maintenance and preservation. The estimated cost for the next 10 years of scheduled bridge maintenance is approximately \$14M. The Port created a designated Bridge Fund, and plans to allocate a minimum of \$250,000 per year toward these projects from toll revenue, while also saving for large projects. The Port expects that some of the large projects may qualify for state or federal grants. Significant matching dollar amounts will be required to leverage those grant funds.

The Port is partnering closely with the Port of Hood River to ensure that both critical bridges within the National Scenic Area remain operational at full capacity. In a side project, the Port is also partnering with the Pacific Crest Trail Association (PCTA), the City of Stevenson, and the Friends of the Gorge to explore the feasibility of adding a narrow cantilevered lane to the side of the Bridge of the Gods, in order to safely accommodate pedestrians and bicycles. This research is ongoing.

Besides bridge maintenance, annual bridge toll revenues also support regional economic development efforts toward job creation. This includes purchasing, selling, and leasing land, recruiting new businesses, promoting existing businesses, investing in public infrastructure, maintaining the Cascade Locks Marine Park facilities, partnering on local recreation facilities, and other local community programs.

JUNE 2016

Commission Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																																		
			1 ES: Loco Wednesday 4:30-7pm (Commissioner McBride) Bluebell (overnight)	2	3	4 ES: Gorge Cup non exclusive Marina-Park/Shelter Exclusive Use Hood to River Relay																																																																																																		
5 Marina Green: HR Relay	6	7 Commission Mtg 5pm w/budget adoption Queen of the West	8 ES: Loco Wednesday 4:30-7pm (Commissioner McBride)	9	10	11																																																																																																		
12	13 URA Board	14 Flag Day Queen of the West (overnight)	15	16	17	18 ES: Gorge Cup non exclusive																																																																																																		
19 Father's Day	20 June Solstice KHIR Radio, 8am	21 Commission Mtg 5pm Queen of the West (overnight)	22 OneGorge, 3pm (Location TBD)	23	24 ES: Beach Bash move-in Picnic Shelter resv.	25 ES: Beach Bash Exclusive																																																																																																		
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Commission Memo



Prepared by: Fred Kowell
Date: June 7, 2016
Re: Fiscal Year 2016-17 Budget Adoption

The budget document and budget resolution for the 2016-17 fiscal year will be distributed at the June 7 Commission meeting. Staff will summarize budget highlights from the Budget Officer's Message and conclusions from the Budget Committee discussions.

RECOMMENDATION: *BE IT RESOLVED that the Board of Commissioners for the Port of Hood River hereby adopts the budget for fiscal year 2016-17 in the total of \$21,219,900 and hereby imposes the taxes provided for in the adopted budget at the rate of \$0.0332 per \$1,000 of assessed value of all taxable property within the district.*

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Resolution No. 2015-16-9

ADOPTING THE BUDGET

BE IT RESOLVED that the Board of Commissioners of the Port of Hood River hereby adopts the budget for fiscal year 2016-17 in the total of **\$21,219,900** now on file at the Port office, 1000 E Port Marina Drive, Hood River Oregon.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2016, and for the purposes shown below are hereby appropriated

General Fund	
Personnel Services.....	\$ 110,600
Materials & Services.....	\$ 428,800
Capital Outlay.....	\$ -
Transfers	\$ -
Contingency.....	\$ -
Total	\$ 539,400

Revenue Fund	
Personnel Services.....	\$ 1,872,800
Materials & Services.....	\$ 2,047,400
Capital Outlay.....	\$ 5,120,400
Debt Servcie.....	\$ 454,450
Transfers	\$ 2,066,800
Contingency.....	\$ 500,000
Total	\$ 12,061,850

Bridge Repair & Replacement Fund	
Personnel Services.....	\$ 40,800
Materials & Services.....	\$ 292,500
Capital Outlay.....	\$ 1,969,500
Debt Servcie.....	\$ 858,000
Transfers	\$ -
Contingency.....	\$ 500,000
Total	\$ 3,660,800

Total Appropriations, All Funds	\$ 16,262,050
Unappropriated and Reserve Amounts, All Funds	\$ 4,957,850
TOTAL ADOPTED BUDGET	\$ 21,219,900

IMPOSING THE TAX

BE IT RESOLVED that the Board of Commissioners of the Port of Hood River hereby imposes the taxes provided for in the adopted budget:

(1) at the rate of \$.0332 per \$1000 of assessed value for operations and that these taxes are hereby imposed and categorized for tax year 2016-17 upon the assessed value of all taxable property within the district as follows:

CATEGORIZING THE TAX

General Government Limitation
General Fund.....\$.0332/\$1000

The above resolution statements were approved and declared adopted on this 7th day of June 2016.

X _____
Brian Shortt
X _____
Rich McBride
X _____
Jon Davies

X _____
Fred Duckwall
X _____
Hoby Streich

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Commission Memo

Prepared by: Michael McElwee
Date: June 7, 2016
Re: Bridge Signage Plan



At the March 29, 2016 Spring Planning meeting, the Commission discussed the need to improve signage on the bridge and on the adjacent approach roads to increase motorist awareness of the bridge weight limit, tolling and narrow lanes. The FY 16/17 budget includes funds to significantly upgrade such signage.

In order to identify the type, size and location of bridge signs to reflect best practices, an overall signage plan is needed. For several months I worked with ODOT with the mutual intent of using ODOT staff to prepare the signage plan. This approach would have had the added benefit of easing the permits and approvals path for signs on ODOT or WSDOT rights-of-way. Unfortunately, ODOT staff concluded that they did not have the capacity to prepare the plan themselves. They finally recommended that the Port seek a private engineering firm to prepare a plan for ODOT review.

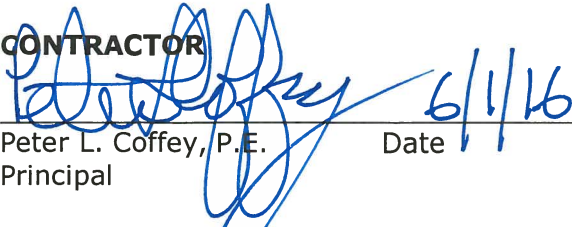
There are a limited number of engineering firms that have transportation engineers with the requisite experience in transportation signage. I sought a proposal from DKS Associates in Portland because of their experience and reputation in transportation planning generally and because they have very deep local experience having prepared the IAMP for the City in 2011. The DKS proposal is consistent with the process discussed with ODOT and represents a reasonable fee for services. If approved, the plan would be prepared over the next 6-8 weeks with input from ODOT and WSDOT. Staff intention is to present the draft plan to the Commission in August and install new signage this fall.

RECOMMENDATION: Authorize contract with DKS Associates for preparation of a bridge signage plan not to exceed \$22,600 plus reasonable reimbursable expenses.

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

1. This Contract is entered into between the **Port of Hood River** ("Port") and **DKS Associates** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$22,600**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached **Exhibit A**.
2. This Contract shall be in effect from the date at which every party has signed this Contract through **September 15, 2016**. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature to the extent resulting from or arising out of the negligent activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing as Contractor warrants they have authority to sign for and bind Contractor.

CONTRACTOR

 Peter L. Coffey, P.E. Date 6/1/16
 Principal

PORT OF HOOD RIVER

 Michael McElwee Date
 Executive Director

720 S.W. Washington St. Suite 500
 Portland, OR 97205
 Federal ID: 94-2583153

1000 E. Port Marina Drive
 Hood River OR 97031

**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

Prepare a signage plan for the Hood River – White Salmon Toll Bridge as described in attached Letter dated May 31, 2016 noted Attachment 'A'.

II. DELIVERABLES AND TIMEFRAME:

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

As described in Attachment 'A'.

The due dates for all deliverable(s) shall be:

August 15, 2016.

III. CONSIDERATION:

Time and materials not to exceed \$22,600.

Reimbursables under this Contract shall be for travel, meals and copying/printing costs up to a maximum of \$600. Any expenses above this amount will require Port approval.

IV. BILLING AND PAYMENT PROCEDURE:

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

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

Invoices may be submitted monthly. The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.

**Personal Services Contract
Exhibit B**

INSURANCE

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

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

Required and attached OR _____ Contractor is exempt

Certified by Contractor: _____
Signature/Title

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

Required and attached Waived by Executive Director _____

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

Required and attached Waived by Executive Director _____

- 4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

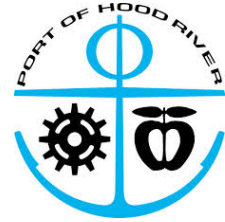
Required and attached Waived by Executive Director _____

- 5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.

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

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Commission Memo



Prepared by: Anne Medenbach
Date: June 7, 2016
Re: Hood River Soaring Glider Concession

There has not been a glider operator at Ken Jernstedt Airfield for over a year. Cascade Soaring (Judy Newman) ceased operations and has been looking for a business to take over the concession.

Hood River Soaring was started by Paul Woolery, an experienced glider pilot. He would like to apply to be the concessionaire at the airport. Hood River Soaring is a 501(c)3 with a focus on education and promotion of the sport of soaring.

Hood River Soaring operations will be split in two parts:

1. Membership - Members of the Club will pay an annual fee for use of the two gliders that Hood River Soaring owns/leases. Membership benefits also include access to flying instruction for an additional fee. There are currently 18 members, ranging in age from 15-65.
2. Scenic Flights - Offered to the public for a fee, with a goal to introduce people to soaring. Cascade Soaring did about 100 scenic rides per month. Hood River Soaring hopes to double that by their second year of operation. They will be implementing an aggressive marketing campaign.

Members of the Hood River Soaring board include: Paul Woolery, Scott Gifford, and Judy Newman. Hood River Soaring will be hiring the FBO (Tac-Aero) to tow the gliders and will not do any of their own towing.

They would like to have a concession for this season (through October) and re-assess for an expected application in the next year.

RECOMMENDATION: Approve glider concession agreement with Hood River Soaring at the Ken Jernstedt Airfield.

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PORT OF HOOD RIVER CONCESSION AGREEMENT
FOR AIRPLANE AND GLIDER SERVICES
AT KEN JERNSTEDT AIRFIELD

The Port of Hood River (“Port”) hereby enters into the following Concession Agreement (“Agreement”) with Hood River Soaring Inc. a 501(c)3 Oregon non-profit Corporation (jointly and severally “Operator”), whereby the Port grants Operator the non-exclusive right to operate a commercial concession at the Ken Jernstedt Airfield (“Airport”), providing to the public, for a fee, airplane or glider rides, instructions, and related goods and services, at or originating from the Airport (hereafter “permitted activities”), in return for which grant of non-exclusive right Operator hereby agrees as follows:

I. OPERATOR COMPLIANCE WITH APPLICABLE REQUIREMENTS.

A. Compliance Generally.

Airport and public safety are of primary importance in the performance of permitted activities. Operator shall possess an appropriate Federal Aviation Administration (“FAA”) commercial license when engaging in commercial flight activity. Operator agrees to comply with:

1. All Federal and state statutes and ordinances whenever enacted; and ordinances, regulations and policies imposed by the Port, which ordinances, regulations, and policies exist now or are promulgated at any time during the term of this Agreement;
2. All terms and conditions of this Agreement.

B. Compliance with Port Ordinance 23.

Prior to signing this Agreement, Operator has received and reviewed a complete copy of Port Ordinance 23, including attached Exhibits. Operator acknowledges that all terms of Ordinance 23 are reasonable, and agrees to comply with each Ordinance 23 provision. (A true and correct copy of Ordinance 23 is attached to this Agreement as Exhibit A.)

II. TERM OF AGREEMENT.

The term of this Agreement shall commence on the date set forth below, and extend through October 31, 2016, unless terminated earlier by the Port pursuant to Section IV of this Agreement. The Port and Operator may agree to renew this Agreement for an extended period if the Port determines it is appropriate to do so after considering relevant facts, including whether Operator has strictly complied with the terms and conditions of all applicable Port ordinances, regulations, policies, now or hereafter in effect, and the terms of this Agreement.

III. FEES.

A fee of Five Hundred Dollars (\$500) shall be assessed on Operator for the privilege of engaging in activities on or from Port property during the term of this Agreement.

IV. OPERATING PLAN

Glider operation procedures described in Port Ordinance 23, Section 15, provide the basis for the Operator's operating plan.

By authority of Port Ordinance 23 Section 15.3 a., the Port gives permission to the Operator to utilize an alternative Glider Operations Area site, in addition to the Glider Operations Area described in Port Ordinance 23 ("East Wind Staging Area"). This alternative East Wind Staging Area site is a grassy area adjacent to and north of the south taxiway, east of the midfield intersection and south of the midfield intersection hold line, identified on Exhibit B, attached to this Agreement. This site is completely off pavement. The Operator's equipment must be placed and used within the East Wind Staging Area so there is no interference with any aircraft's wing when using the taxiway, with the FBO fueling apron and the midfield intersection. Operator must notify FBO staff each day prior to using this alternative Glider Operations Area that day. Port reserves the right to revoke this permission for Operator to use the East Wind Staging Area for any reason at any time in Port's discretion, provided Port gives Operator not less than seven days prior written notice of Port's intent to revoke the permission. Port may also reinstate permission for Operator to use the East Wind Staging Area if it has been revoked, in Port's discretion.

By authority of Port Ordinance 23 Section 12 the Port gives permission to Operator to tie down up to three gliders at one time on the eastern half of the Glider Operations Area, identified on Exhibit C, using moveable anchors as tie downs.

V. ENFORCEMENT.

A. Procedures.

Operator hereby agrees to the following procedures and penalties applicable to enforcement of Port ordinances, regulations, policies and the terms of this Agreement.

1. Notice.

If the Port alleges a violation of Port Ordinance 23; any other applicable ordinance, regulation or policy and/or breach of any provision of this Agreement, the Port shall notify Operator in writing. A Port Violation Notice ("Notice") shall include a copy of any statement by, or filed with, the Port describing the alleged violation and/or breach. For the first violation and/or breach, or at the Port's discretion, the Notice may state that it is only a warning, with no

further Port action to be taken. If action is to be taken, the Notice will set a date, time and place at which Operator may present evidence concerning the violation and/or breach (“hearing”).

2. Length of Notice.

The hearing date shall be not less than five business days after the date of the Notice. Operator and the Port may mutually agree on a different hearing date and time than stated in the Notice.

3. Hearing.

At the hearing, Operator may deny the violation and/or breach, or explain mitigating circumstances, and may produce evidence re: same. The Port Executive Director or person designated by the Executive Director (“hearing officer”) shall conduct the hearing, and consider all evidence presented by Operator, and any other evidence received concerning the violation and/or breach. The hearing officer may consult with one or more members of the Port Airport Advisory Committee or the Port Commission about the violation and/or breach before making a decision. Operator’s failure to appear at the hearing, or to provide a written denial or explanation prior to the hearing, will be considered an admission that the violation and/or breach occurred, and consent that the Port may take whatever action the Port deems appropriate as a result. The hearing officer’s decision about the violation and/or breach and the penalty, if any, shall be in writing (“Enforcement Order”), and shall be final when signed by the hearing officer.

B. Penalties for Non-Compliance.

1. Legal Remedies.

Operator hereby further agrees to pay \$250 for each violation of Port Ordinance 23, or any other applicable ordinance, as determined by the hearing officer, within the sole discretion of the hearing officer, as a breach of contract remedy entitling the Port to liquidated damages pursuant to Section VI of this Agreement. If Operator violates any other Port ordinance, regulation, policy and/or breaches any term of this Agreement the Port shall have the right to enforce any other applicable legal remedy including, but not limited to, injunctive relief, allowed under the laws of the State of Oregon.

2. Termination of Agreement.

Operator hereby agrees that the Port may terminate this Agreement at any time if Operator is found to have breached any condition of this Agreement, or violated any Port ordinance, regulation or policy, after notice and a hearing, as provided herein. If this

Agreement is terminated, Operator shall immediately cease all activities theretofore permitted under this Agreement, and shall receive a refund of a prorated portion of the fee paid as Operator's sole and exclusive remedy resulting from termination. Operator agrees Port termination of this Agreement shall be a sufficient reason for the Port to refuse to renew this Agreement and to refuse to grant Operator a future concession agreement.

3. Failure to Comply with Enforcement Order.

If Operator fails to immediately comply with any Enforcement Order issued by the hearing officer after Notice and hearing, the Port may use a duly authorized party, including a Peace Officer as defined in Port Ordinance 23, Section 2, subsection bb, to ensure compliance with the enforcement order, using all means allowable under the laws of the State of Oregon.

VI. ADVERTISING.

Operator shall not display any advertising, including signs or banners, on Port property, other than on Operator's vehicles or aircraft, without Port's prior consent. Prior to commencing permitted activities Operator shall provide the Port with a complete list of motor vehicles (make, model, license plate number, ownership) and aircraft (make, model, "N" number", ownership) Operator will use for permitted activities. If Operator uses a different motor vehicle or aircraft during the term of this Agreement Operator shall promptly notify of the Port and identify that motor vehicle or aircraft.

VII. LIQUIDATED DAMAGES.

Both Operator and Port agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by Operator's failure to comply with this Agreement. Operator and Port therefore agree that, in the event it is established, pursuant to the Enforcement provision of this Agreement set forth in Section IV, Operator has breached this Agreement, Operator shall pay to the Port, as liquidated damages, Two Hundred Fifty Dollars (\$250) for each breach, as determined by the hearings officer. Operator and Port further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Port due to the specified breach of this Agreement. Operator also agrees that nothing in the Section is intended to limit Port's right to obtain any other applicable remedy under the laws of the State of Oregon.

VIII. INDEMNIFICATION.

Operator agrees to release, indemnify and hold harmless the Port and its agents, officers, employees, and successors from and against any and all liability, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or caused to, the

Port by reason of loss or damage to any property or injury to, or death of, any person arising from or by reason of Operator's use of the Airport. Operator shall further indemnify and hold harmless the Port from and against any and all claims, costs and expenses arising out of any act or omission of Operator or of Operator's agents, employees, contractors, partners, or invitees; and from and against all costs, attorney fees, expenses and liabilities incurred by the Port as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default or negligence, including but not limited to the defense or pursuit of any claim or any action or proceeding resulting therefrom. In case any action or proceeding is brought against the Port by reason of such matter, Operator, upon notice by the Port, shall defend the same at Operator's cost. The Port need not have paid any such claim in order to be so indemnified. Operator, as a material part of the consideration to the Port, states that it hereby assumes all risks of theft, loss, injury, damage or destruction of Operator's property or injury to Operator, or Operator's agents, contractors, employees, invitees, clients, partners, and successors in, upon or about the Airport arising from any cause and Operator hereby waives all claims in respect thereof against the Port.

IX. INSURANCE.

A. Public Liability.

Operator agrees during the Agreement term to keep a policy of public liability insurance in effect with respect to permitted activities with minimum coverage of one million dollars (\$1 million) combined single limits. The policy shall name the Port as additional insured; expressly include Port commissioners, officers, employees, and agents as additional named insured; and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Port at least ten days prior written notice. The insurance shall also expressly provide for the defense of the Port in any action as set forth above in Section VII of this Agreement. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by the Port, which approval shall not be unreasonably withheld. A copy of the policy or certificate of insurance shall be delivered to the Port prior to commencing operations allowed under this Agreement.

B. Workers' Compensation.

Operator shall provide the Port with a complete list of all Operator's employees prior to commencing permitted activities, and promptly provide the Port with an updated list of all Operator's employees if Operator hires an employee after commencing permitted activities. Operator shall provide workers compensation coverage for Operator's employees, as required by ORS 656.017. Prior to commencing permitted activities, and thereafter whenever a new employee is hired by the Operator, Operator shall provide the Port with proof that workers compensation coverage is in effect for all Operator's employees.

X. FORCE MAJEURE.

Operator agrees that the Port shall not be liable for failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever caused by or resulting from any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, civil disturbance, war or any other cause beyond its control.

XI. WAIVER.

One or more waivers of any covenants or conditions of this Agreement by the Port shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Port to any act by Operator requiring Port's consent or approval shall not be construed as consent or approval to any subsequent act by Operator, unless the permission so states.

XII. BINDING ON EMPLOYEES.

The terms and conditions of this Agreement shall be binding on Operator's employees, contractors, agents, tenants, and any entity or person affiliated in any way with Operator.

XIII. NO ASSIGNMENT.

Operator agrees not to assign or in any manner transfer any rights granted by this Agreement without the previous written consent of the Port, which the Port may grant or withhold in the Port's sole discretion.

XIV. NOTICE.

Any notice, request, consent, approval, demand or other communication to be given, made or provided for under this Agreement shall be in writing and deemed to be fully given by its delivery personally to the person or persons specified below or one day after being sent by certified mail, return receipt requested, to the following addresses, or to such other addresses or to the attention of such other persons as any party hereto shall hereinafter specify by written notice to the other parties hereto.

1. If to Port:

Port of Hood River
Attn: Michael McElwee
Executive Director
1000 Port Marina Drive
Hood River, OR 97031

2. If to Operator:

XV. ENTIRE AGREEMENT.

This Agreement, including all other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Agreement.

XVI. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

XVII. COUNTERPARTS.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall have the same force and effect as an original.

XVIII. HEADINGS.

The section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect the meaning or interpretation of this Agreement.

XIX. SEVERABILITY.

In the event that any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be unenforceable or invalid, the validity and enforceability of the enforceable portions of any such provision and of remaining provisions shall not be adversely affected.

XX. AUTHORITY TO EXECUTE.

Each of the persons executing this Agreement represents and warrants that he/she has the authority to execute this Agreement on behalf of, and to bind, the person or entity he/she purports to represent, and agrees to indemnify and hold the parties harmless in the event such authority is found lacking.

XXI. ADVICE OF COUNSEL.

In signing this Agreement the parties hereto acknowledge that they have sought and obtained, or waived the opportunity to obtain, advice of counsel as to any and all matters contained in this Agreement, and that they fully understand and agree with the obligations and other matters contained herein.

XXII. AMENDMENTS IN WRITING.

This Agreement may not be modified, amended, altered or supplemented except by a writing executed by all parties to this Agreement.

The above conditions are agreed to this ____ day of _____, 20__.

OPERATOR

PORT OF HOOD RIVER

Paul Woolery, individually

Michael McElwee, Executive Director

Hood River Soaring

By:

Its:

**GLIDER CONCESSION AGREEMENT EXHIBIT ‘A’
ORDINANCE NO. 23**

**AN ORDINANCE REGULATING CONDUCT
AT THE
KEN JERNSTEDT AIRFIELD**

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 Jernstedt Airfield, possesses the authority to adopt ordinances in furtherance of the safety and welfare of the users of Ken Jernstedt Airfield and the general public, and to enforce the provisions of those ordinances;

WHEREAS, increasing use of the Ken Jernstedt Airfield by antique airplane pilots, 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 Jernstedt 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 Jernstedt 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 ‘D’ attached hereto.

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 Jernstedt Airfield, a public general aviation airport in Hood River County, bounded on the west by Tucker Road and on the east by Orchard Road as shown on

Exhibit 'A' attached hereto, and as may be extended hereafter, including any Port structures or fixtures thereon.

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. "Aviation Activity" means parking, moving, operating, maintaining, modifying or repairing aircraft on the Airport.

h. "Board" means Port of Hood River Board of Commissioners.

i. "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.

j. "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.

k. "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.

l. "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.

m. "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.

n. "Executive Director" means the person the Board has appointed to act as the general manager of all Port operations.

o. "FAA" means the Federal Aviation Administration.

p. "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.

q. "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.

r. "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.

s. "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 glider has landed.

t. "Glider Operations Area" means the Airport area shown on Exhibit 'A' attached hereto and on Exhibit 'B' and Exhibit 'C' attached hereto and incorporated herein where gliders are prepared for launching, brought after landing, and temporarily parked during glider flight activity.

u. "Glider Support Area" means that Airport area shown on Exhibit 'A', Exhibit 'B' and Exhibit 'C' attached hereto 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.

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

w. "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.

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

y. "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.

z. "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. "Port" means Port of Hood River.

dd. "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.

ee. "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.

ff. "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.

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

hh. "UNICOM" (Universal Communications) means a ground-to-air radio communication station that may provide airport advisory information to aircraft pilots and persons involved with aviation activity.

ii. "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 into a lease or may deny permission to do so.

3.1 Minimum Commercial Standards.

The Port will determine whether a specific Commercial Activity will be allowed at the Airport based on the following standards ("minimum commercial standards"), and may also consider other relevant criteria, including, but not limited to, whether facilities or capacity exists for the proposed use.

The Commercial Activity will not negatively impact the safety of the public, or airport operations, and/or convenience at the Airport.

The Commercial Activity will comply with federal, State and local laws and regulations, this Ordinance 23 and Port regulations governing conduct at the Airport.

Fair market compensation will be paid to the Port for the use and privilege of the Commercial Activity.

The Commercial Activity owner/operator has demonstrated a history of safe operations and is not in violation of any Port agreements or contracts.

The Commercial Activity owner/operator will provide proof of sufficient insurance to the Port with coverage consistent with the anticipated activity and naming the Port as additional insured. Tenants of the Airport shall provide insurance in such coverages as may be agreed upon between the Port and the tenant, which insurance provisions shall be made applicable to any subtenants on tenant's leased property. In the absence of a contractual provision, Airport tenants and subtenants shall maintain liability insurance in a company or companies rated in

the current edition of Bests General Ratings as at least A (excellent) and financial size category of not less than Class X or in such other company or companies not so rated which may be acceptable to the Port, insuring tenant against all claims for damages for bodily injury, including death, and against all claims for damage and destruction of property which may arise by the acts or negligence of the tenant, its agents, employees or servants, or by any means of transportation whatsoever including owned, non-owned and hired motor vehicles, to the extent of at least the minimum required insurance limit required by the Port. The Port shall be provided with a certificate of insurance to conform compliance with this requirement.

The commercial owner/operator will employ personnel with the necessary experience and training to provide for the efficient, safe, and orderly compliance with its lease, agreement, or permit obligations. Personnel shall meet all federal, State, and local training and certification requirements applicable to the commercial activities.

3.2 Application of Minimum Commercial Standards.

Minimum standards for Commercial Activity shall be deemed to be a part of each lease, license, permit or agreement, unless any such provisions are expressly waived or modified by the Port in writing. The omission of any particular part of these minimum commercial standards in a lease, license, permit or agreement shall not constitute a waiver or modification of the standard unless the document expressly states that the Port waives application of that standard.

3.3 Waivers or Modifications.

The Executive Director may waive or modify any portion of these minimum commercial standards for the benefit of a governmental agency or non-profit organization performing public services, fire protection or an emergency response operation.

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:

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

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.

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.

They have permission from the Port or the FBO to be there.

They are a Port employee or FBO, or a Port or FBO contractor with permission to conduct authorized business and are doing so.

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 Commercial Access 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, check-in at the earliest reasonable opportunity, 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 be 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.

Parking.

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

(2) 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.

(3) 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 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.

(4) 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. These regulations may be rescinded or modified at any time in the same manner as other Port regulations, as provided in this Ordinance. (See Exhibit 'E' attached hereto.)

SECTION 15. Gliders. 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.

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

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.

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.

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.

The Glider Support Area shall be the only Airport area used by Commercial Glider Operators for customer orientation and registration, waiting customers and observers, and shall be the only Airport area from which customers are transported to the Glider Operations Area.

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 persons assisting a Recreational Glider Pilot to orient passengers and glider assistants, and shall be the only Airport area from which Recreational Glider Pilots, their passengers and assistants are transported to the Glider Operations Area.

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.

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.

Unless the Port gives written permission, all visitors of a Recreational Glider Pilot intending to launch a Glider, their passengers and assistants, shall only meet at or near the FBO Building and be transported to the Glider Support Area along the route shown on Exhibit 'C' attached hereto, prior to entering into the Glider Operations Area.

15.3 – Glider Operations Area.

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.

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.

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.

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 hand signals.

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 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.

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

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.

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.

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

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.

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

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;

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.

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

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

All ultralight fixed base 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.

Ultralight operations shall be conducted only during daylight hours and during Visual Flight Rule weather conditions as 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.

16.3 – Ultralight Safety.

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

Ultralight pilots shall be aware of the effect of wake and helicopter rotor turbulence upon ultralight aircraft and aware of the proper separation criteria to be observed.

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.

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.

All pilots shall comply with applicable FARs and AGLA Procedures.

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.

No pilot shall move an aircraft or cause an aircraft to be moved on the Airport taxi-way north of the primary runway if another aircraft is on that taxi-way, on the AGLA runway, or if a landing on the AGLA is imminent.

17.2 – Landings.

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

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

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.

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.

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

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.

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

17.3 – Departures.

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

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.

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.

Each violation of a separate section of this Ordinance shall constitute a separate offense;

Each time a separate violation of this Ordinance is committed shall constitute a separate offense;

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. 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.

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.

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.

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

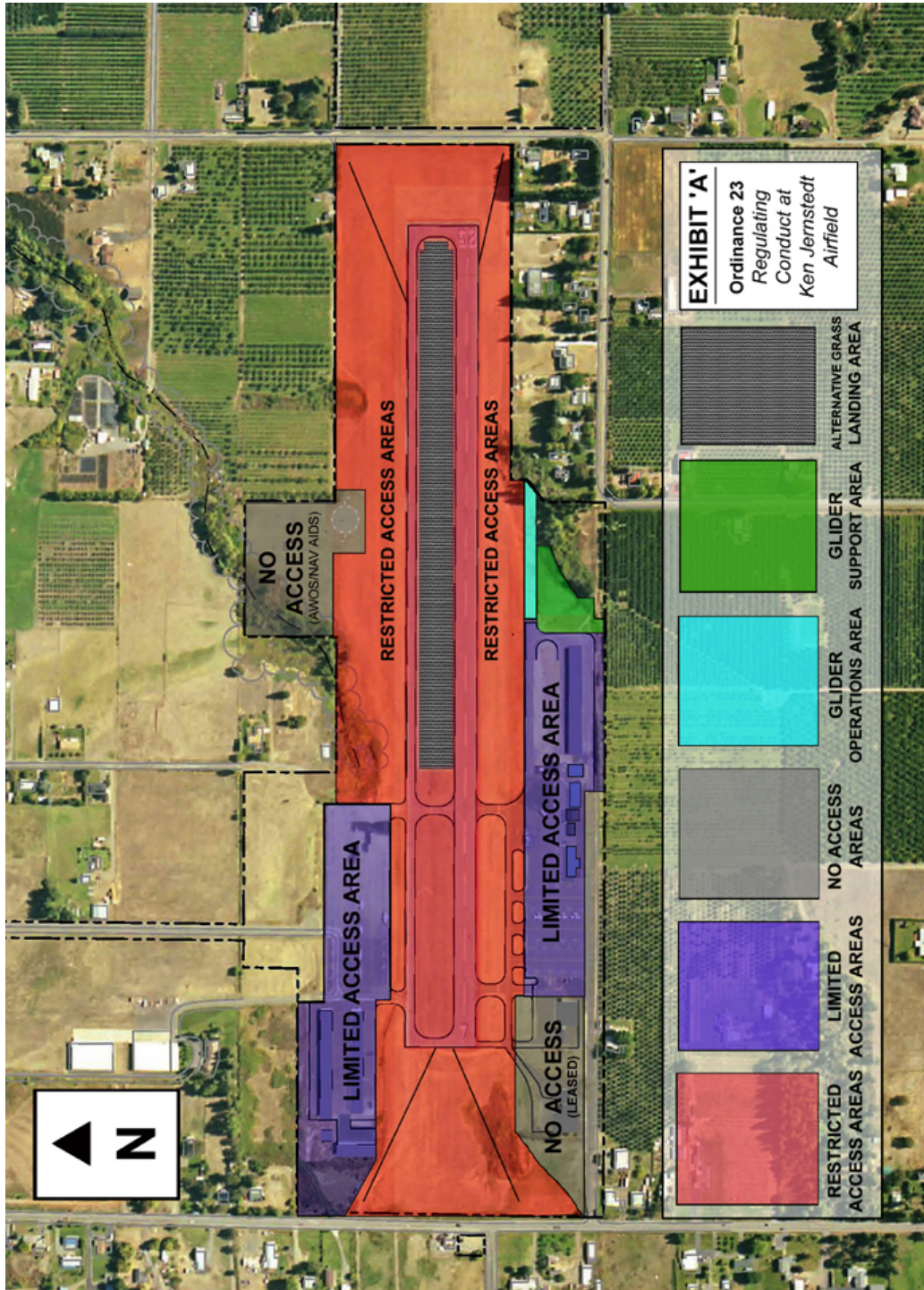
other portion of this Ordinance shall be severable; a finding of the invalidity of any section, subsection, or other portion shall not invalidate the remainder.

SECTION 27. Declaration of Emergency. This Ordinance is being enacted to protect the health and safety of persons who use the Airport, and the general public, to promote the orderly use of the Airport, to protect Port property, and to promote compliance with FAA rules and policies. Because it is important to reduce risks of harm to persons and property associated with Airport use as soon as possible due to increasing Airport use in spring and summer, and because the

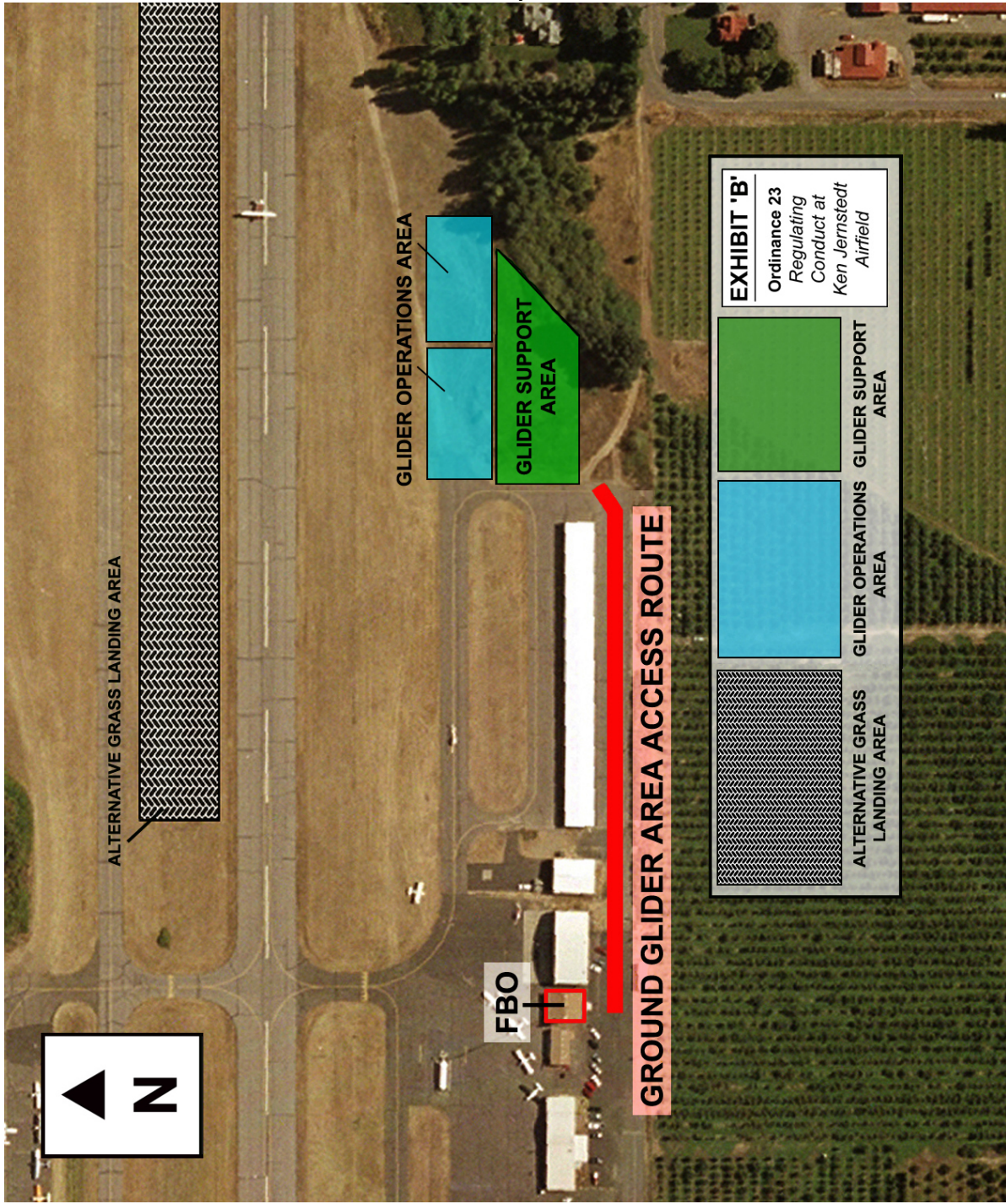
FAA has requested the Port to enact an ordinance regulating certain Airport activities, therefore, an emergency is declared to exist. This Ordinance shall take effect immediately upon passage.

Passed: MAY 24, 2011, by the Port of Hood River Board of Commissioners.

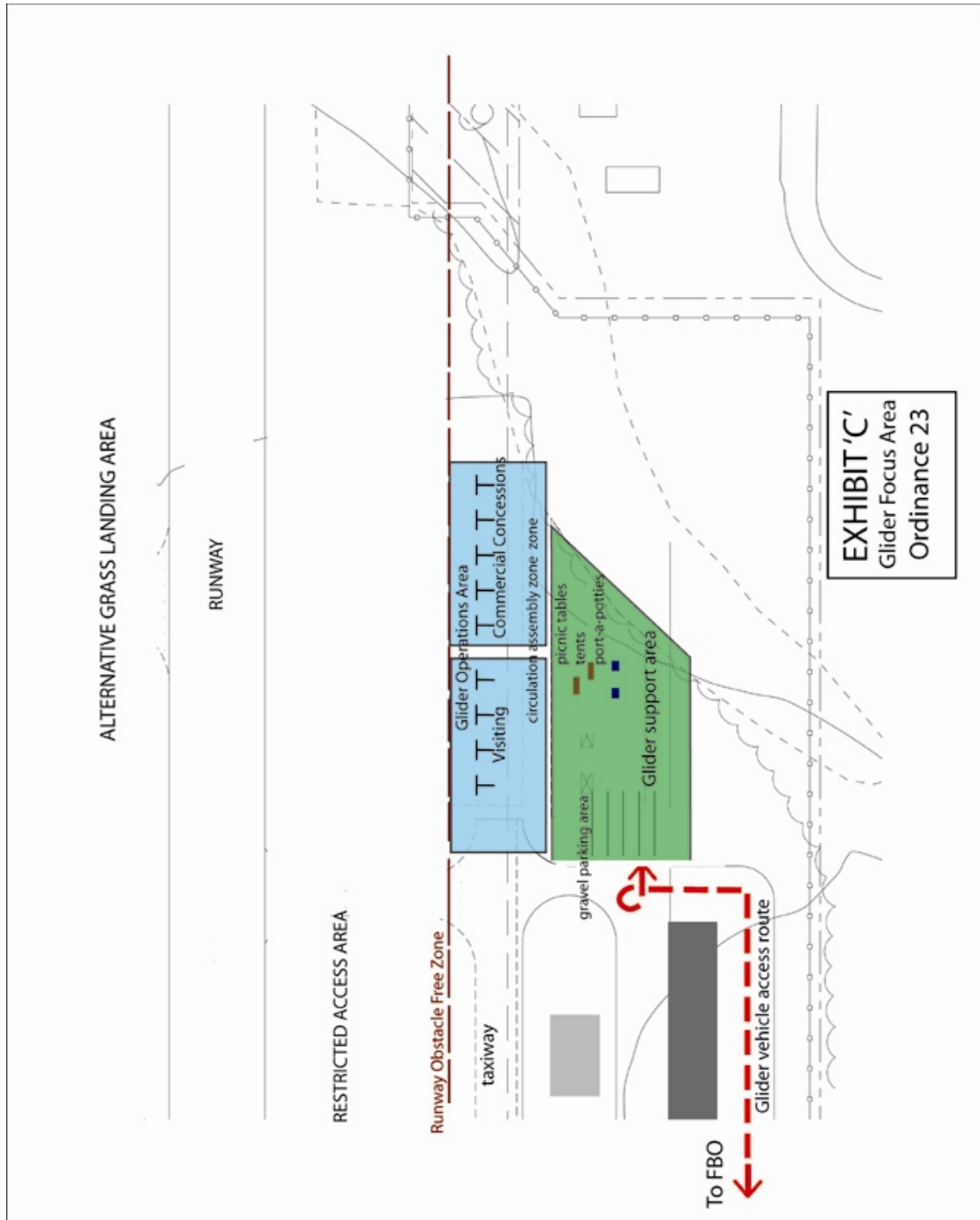
ORDINANCE 23 EXHIBIT 'A'
Allowed Use Areas Map



ORDINANCE 23 EXHIBIT 'B'
Glider Support Area
Map



ORDINANCE 23 EXHIBIT 'C' Glider Support Area Site Plan



ORDINANCE 23 EXHIBIT 'D'
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.

ORDINANCE 23 EXHIBIT 'E'
Public Use of Airport Administration Building

This Airport Administration Building is owned by the Port of Hood River and currently managed by the airport's fixed base 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 the FBO locks the 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 the FBO one week prior to desired meeting time. The date, time and estimated number of attendees must be provided when scheduling meetings.

The FBO is currently the only commercial provider of flight lessons and scenic flights, under its contract with the Port of Hood River. No other commercial flight instruction or scenic flights are allowed without obtaining a concession agreement from the Port of Hood River. If such an agreement is obtained, the Port will work with the concessionaire to determine any uses of the Airport Administration Building.

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.

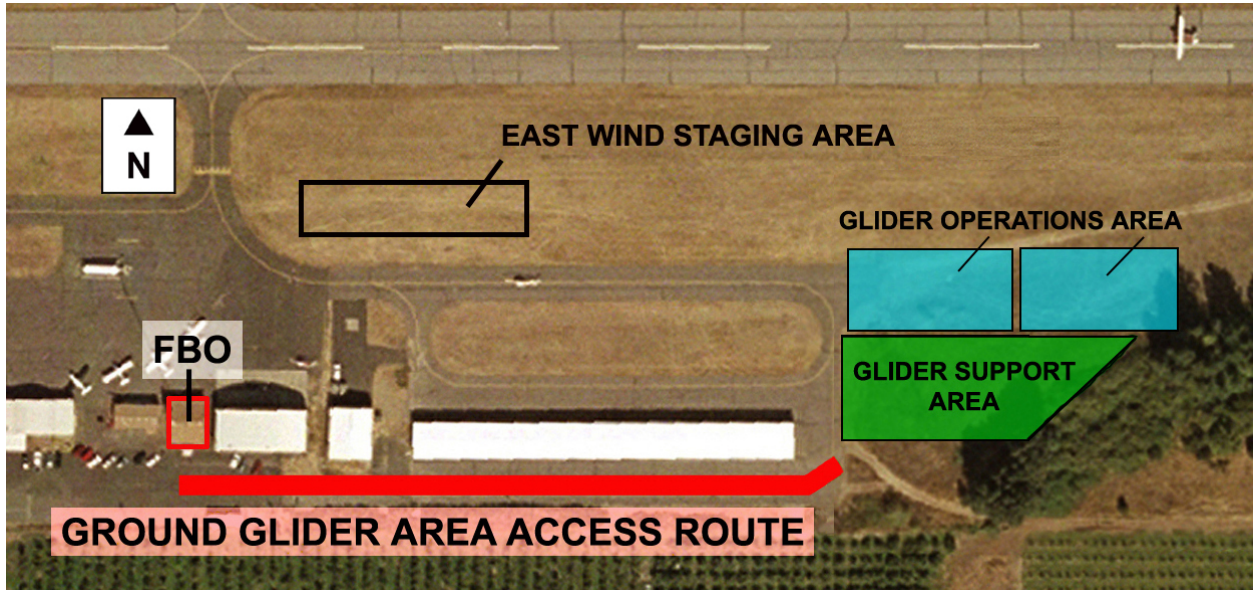
The FBO may be reached at (541) 386-1133

Port of Hood River may be reached at (541) 386-1645

Automated Weather Observation System (AWOS) may be telephoned at (541) 386-2386

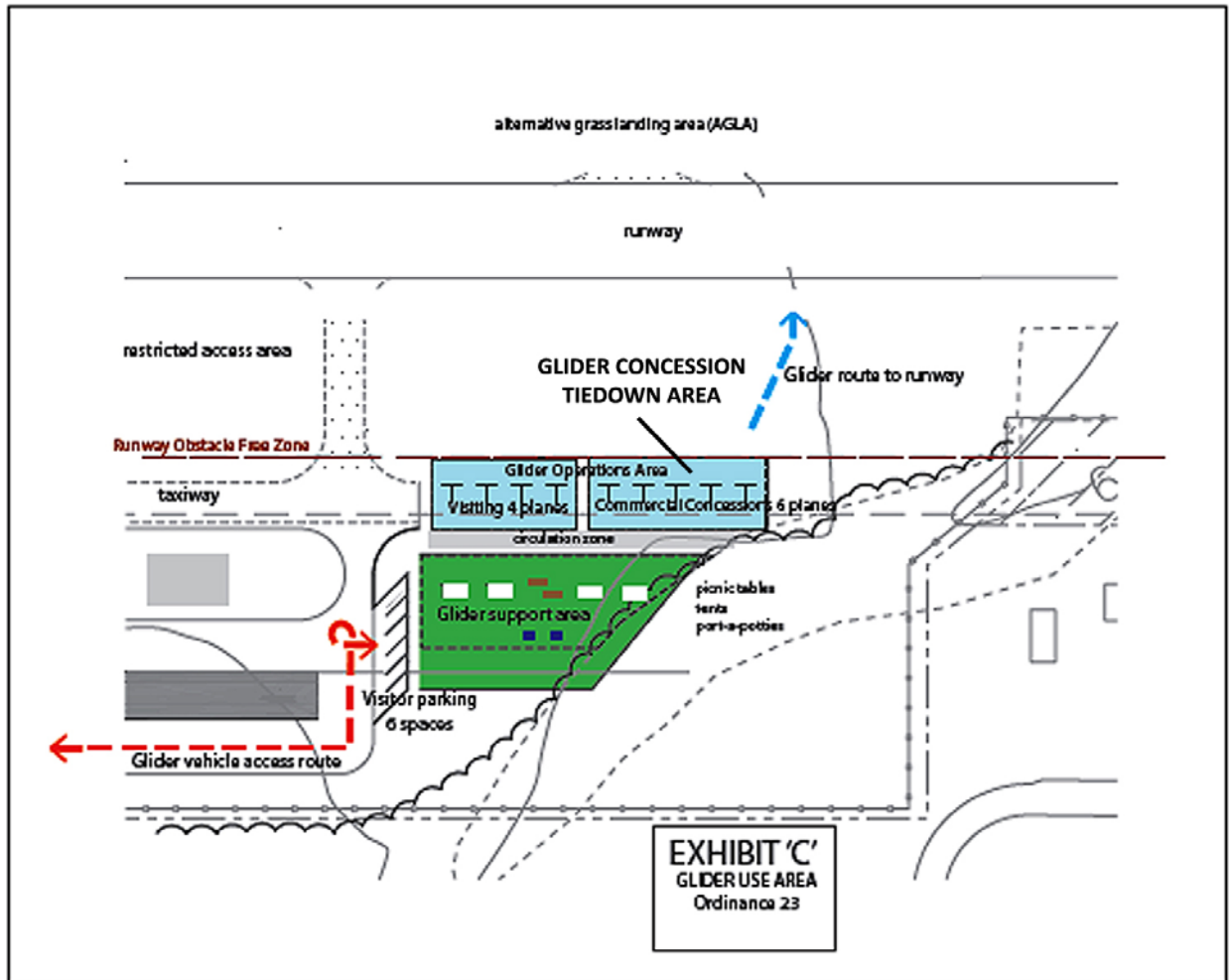
GLIDER CONCESSION AGREEMENT EXHIBIT 'B'

Alternative Glider Operations Area identified below as "East Wind Staging Area".



GLIDER CONCESSION AGREEMENT EXHIBIT 'C'

Glider Concession Tiedown Area (Eastern half of Glider Operations Area).



Hood River Soaring
3301 Kollas Rd
Hood River, OR 97031

May 26, 2016

Re: Concession agreement with the Port of Hood River for providing scenic glider rides at the Ken Jernstedt Airfield)

Hood River Soaring (HRS) is an Oregon non-profit 501(c)(3) educational, scientific, and charitable organization. Our mission is to promote the art and science of soaring by making the sport more accessible to all including special outreach to youth.

We envision our organization growing together with the young people that we will introduce to the sport of soaring. We will collaborate with community agencies, schools, and service clubs to develop programs for youth that offer important lessons of responsibility, mental discipline, self-confidence, and mature decision-making.

We will support our mission through a combination of donations, grants, membership fees, and revenue from scenic rides and related activities.

We are applying to the Port of Hood River for a concession to provide scenic glider rides to the public during the 2016 season, beginning in June and continuing to the end of October. The revenue that we hope to earn from this enterprise is needed to fund our mission, and is especially critical at this early stage of our development as we are operating with very limited capital.

We are leasing a glider for this intended operation from a club member, who has generously agreed to a lease arrangement on a sliding scale. The club will not be operating powered aircraft from the airfield. All tows will be provided by the FBO to HRS at a cost determined by the FBO.

Today there are only 3 glider pilots actively using the airfield. Because of this limited demand, towing at the airfield has been unavailable for nearly a year and half. Our goal is to generate enough business for the FBO, primarily by giving scenic glider rides, to make it worth their time to supply a tow plane and pilot that can provide reliable tows on short notice.

We believe that the activity we can generate at the airfield will also entice more glider pilots to visit from out of town. In addition we can recruit more talent to the HRS club that will enable us to provide the dependable flight instruction that is needed to train and certify more pilots.

With the above goals in mind and taking into consideration that HRS is a non-profit organization, we request that the Port of Hood River waive the concession fee for the club to operate during the 2016 season.

Hood River Soaring is recognized as a nonprofit organization by the IRS.
IRS Code: Section 501(c)(3) Tax Identification Number: 81-1661342

Board of Directors: President - Paul Woolery, Vice-President - Scott Gifford,
Treasurer - Kelly Cooper, Secretary - Mark Johnson
Directors at Large - Dana Love and Judy Newman

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Commission Memo

Prepared by: Michael McElwee
Date: June 7, 2016
Re: Lift Span Assessment



Over the last 18 months, the Port has engaged professional engineers and spent considerable time and effort to evaluate the mechanical and electrical systems of the bridge lift span. When the subrogation engineers retained by our insurer, Chubb, inspected the same systems last month, additional observations were made - some new and some that were inconsistent with the prior work. Some of these observations could modify the work tasks that the Port currently plans to carry out in preparation for live testing this summer.

To ensure that the mechanical and electrical systems of the lift span are fully evaluated, and that the best possible repair recommendations are obtained and executed before live testing is conducted, staff recommends that the Port obtain further analysis and recommendations from an engineering firm that has specific and extensive experience with vertical lift bridge structures. Nationally, two of the firms that have the most relevant experience are Stafford/Bandlow (S/B) and Parsons Brinkerhoff (PB). S/B has been retained by Chubb as part of their subrogation team. Therefore, I contacted SB and discussed our situation with senior mechanical and electrical engineers whose specific practice is movable bridges (see attached excerpted resumes). These individuals are available and can be deployed in a very short time.

Whether there is a need to utilize PB extensively or not will depend on upcoming meetings with Chubb and their subrogation engineers. However, staff recommends that we execute a contract with PB, specifically the experienced lift span personnel in their Tampa office, so that they can be utilized in the next few weeks on short notice if necessary.

RECOMMENDATION: Authorize contract with Parsons Brinkerhoff for lift span engineering services not to exceed \$40,000 plus reasonable reimbursable expenses.

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PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as "Port"), and Parsons Brinckerhoff, Inc., (hereinafter referred to as "Consultant").

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

1. **PROJECT:** Work shall be performed by Consultant in connection with a project generally described as: assessing the electrical and mechanical systems of the Hood River Bridge' lift span and making recommendations to restore its operations.
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the scope of services attached hereto and incorporated herein as **Exhibit 'A'** (the "Services") and to the extent described in this Agreement and shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. The Consultant shall be responsible for providing, at the Consultant's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on **October 15, 2016** or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.
4. **ADDITIONAL SERVICES:** The Port may request that the Consultant provide the Port with certain services not identified in Exhibit A ("Additional Services"). Additional Services shall not be performed by the Consultant unless written approval is received from the Port. Upon receipt of the written request, the Port and the Consultant shall negotiate the scope of the relevant Additional Services and price, which shall be subject to the mutual written agreement of the Consultant and the Port. If the Consultant performs any Additional Services prior to or without receiving a written request from the Port, the Consultant shall not be entitled to any compensation for such Additional Services. Authorization shall be issued by individual work orders or by amendment to this contract that is signed by the Executive Director of the Port.
5. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of this Agreement however it is agreed and understood that the Consultant must use sound professional practices.
6. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement an amount not to exceed **\$ 35,000** ("Compensation"), unless otherwise approved by the Port. The Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant ("Reimbursable Expenses"). Reimbursable Expenses are exclusive of the not to exceed amount. Consultant will not exceed \$5,000 in total Reimbursable Expenses without Port approval.

Consultant shall submit monthly invoices computed on the basis of hours worked and tasks completed to date. Invoices shall include a detailed description of work performed and include evidence of any

reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice.

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

7. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
8. **REPRESENTATIONS:** The Consultant represents and covenants that:
- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.
 - b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant understands the locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement, and is familiar with requirements of the Services and accepts them for such performance.
 - c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
 - d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon, and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
 - e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.
9. **CONSULTANT'S INSURANCE:**
Consultant shall keep and maintain the following insurance for the duration of the contract period:

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

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

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

10. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the negligent acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.
11. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port, and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
12. **ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.
13. **SUBCONSULTANTS:**
- a. **General.** The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.
- b. **Sub-Consultant Commitments:** All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
- i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
 - ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement
 - iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.
- The Consultant shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.

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

14. **TERMINATION NOT-FOR-CAUSE:** In addition to any other rights provided herein, the Port shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.
- a. **Obligations of Consultant.** After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
 - i. Stop work on the Services as specified in the notice of termination;
 - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
 - b. **Termination Settlement.** After termination the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.
 - c. **Payment Upon Termination.** As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
 - d. **Port's Claims and Costs Deductible Upon Termination.** In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
 - e. **Partial Termination.** If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.
15. **FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, war, lockouts extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either party. For delays resulting from unanticipated material actions or inactions of Port or third parties, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays

of more than ninety (90) calendar days shall, at the option of either party, make this contract subject to termination.

16. **RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.
17. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.
18. **CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**
 - a. **Public Records.** The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
 - b. **Confidential or Proprietary Materials.** If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
 - c. **Stakeholder.** In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.
19. **DESIGNATION OF REPRESENTATIVES:** The Port hereby designates Michael McElwee, Executive Director and the Consultant hereby designates Mark Hirota, P.E. as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties.

20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission.
21. **INTERPRETATION:** In this Agreement the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
22. **BINDING AGREEMENT:** This agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.
23. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
24. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
25. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
26. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
27. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon.
28. **MEDIATION/ARBITRATION:** Excepting injunctive relief, any dispute, controversy or claim arising out of, in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall, upon request of any party involved, be submitted to mediation in Hood River County, Oregon. If a settlement cannot be reached through mediation, the parties agree that the dispute will be submitted to

and be settled by arbitration in Hood River County, Oregon. Such arbitration shall be in accordance with Uniform Arbitration Act (UAA) as in effect, and as hereinafter amended. Any award rendered shall be final and conclusive upon the parties, and a judgment on such award may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of their respective own experts, evidence and counsel's fees. The parties to either mediation or arbitration recognize that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceeding beyond mediation. In addition, the parties agree that all information obtained in either the mediation or arbitration process is strictly confidential and further agree that the party not otherwise having such information available to them other than through the mediation or arbitration process shall hold all such information in confidence.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of June, 2016.

PARSONS BRINKERHOFF

PORT OF HOOD RIVER

Title

Date

Michael S. McElwee

Executive Director

Title

Date

Hood River Bridge- Movable Span Investigation

Port of Hood River

Scope of Work

June 1, 2016

SCOPE OF WORK

The vertical lift span of the Hood River Interstate Bridge (Bridge) has been in in-operable for several months. The Port of Hood River (Port) is seeking to restore operability of the Lift Span by July 2 or as quickly as possible. The Port has recently carried out significant engineering analyses and some repairs to the lift span but additional work remains to be done before live testing is carried out. The purpose of this scope of work (SOW) is to review existing information primarily related to the mechanical / electrical components of the vertical lift span, conduct on-site inspections and testing and provide recommendations necessary to restore lift span operability.

1. Project Management

1.1 Project Management and Contract Administration.

Provide management, direction, and day-to-day administration of the contract, and invoices and progress reports. Progress reports shall summarize overall progress; identify accomplishments over the last month, identify upcoming tasks for the next month (if any); identify problems that may affect scope, schedule or budget; identify resolutions; and report budgetary status, including hours expended in the last month period.

2. Project Orientation

2.1. Literature Review

Review pertinent as-built plans and specifications, reports, photos and correspondence related to existing conditions and recent work completed by the Port. Prepare a list of questions for Port response. Participate in a conference call to discuss all materials and work to date with Port staff.

Assumptions:

- Port of Hood River will provide pertinent as-built plans and specifications, reports and photos.

3. Site Inspection

Attend a project kick off meeting, followed by on-site inspection and any necessary testing of the lift span mechanical and electrical systems to gather information and make observations as

to necessary repairs to the lift span mechanical/electrical systems. Particular focus will be made to the skew control and warming systems.

Assumptions:

- Project kickoff meeting will be at the Port of Hood River office.
- The site visit will be conducted over 2 days.
- The Port will provide traffic control as necessary to access the lift span.
- The Port will provide electrician/operator during full site visit.
- The Port will provide access to maintenance personnel.
- The lift span will not be raised.

4. Recommendations Memorandum

Based on observations and testing of the lift span during the site visit, provide a memorandum describing specific steps that the Port should take to restore skew system operability and overall safe lift span operations. The memorandum may include specifications for replacement instruments, additional required testing/engineering evaluation or repair tasks as necessary.

Assumptions:

- The Port will provide one round of comments and questions on the Draft Recommendations Memorandum, which will be the basis for developing the Final Recommendations Memorandum.

DELIVERABLES:

- Draft Recommendations Memorandum, in electronic (MS Word) Format
- Final Recommendations Memorandum, in electronic (MS Word) Format

5. Additional Services

If the additional testing or engineering is recommended, or if the Port seeks support during live testing of the lift span, the services shall be covered in an amendment to tis contract.

Terry A. Kinley, PE

Instrumentation & Controls Engineer

Education

BS/1987/Electrical Engineering/Washington State University

Professional Registrations

Electrical Engineer/1994/Washington - #31360

Electrical Engineer/California - #E20953

Professional Background

Entered the profession in 1987, joined HNTB in 1991, joined Parsons Brinckerhoff in 2014.

Mr. Kinley is an instrumentation and controls engineer with broad range of expertise covering field instruments, control elements, process controllers, and distributed control systems. He is experienced in technological upgrades on existing systems as well as developing and installing new systems.

Bridge Electrical Inspection, I-90, Homer M. Hadley Floating Bridge, Seattle, WA

Electrical/Instrumentation Engineer responsible for support of Blue Ribbon inspection of floating bridge electrical systems and equipment. Responsible for preparation of report of findings. 5/16

LINK Light Rail Transit System, Sound Transit, Seattle, WA

Instrumentation and Controls Engineer responsible for concept through construction drawings of above-grade transit station ventilation and environmental systems controls designs for two stations, Judkins Park and Mercer Island. Networked programmable logic controller (PLC) based system comprised of redundant control nodes that are interconnected via redundant fiber optic communication network links. Control and monitoring of mechanical (HVAC, plumbing, and Emergency Ventilation) systems, electrical (distribution and lighting) systems, and public conveyance systems. 2014-current

SR-99 Alaskan Way Viaduct Replacement Tunnel, Seattle, WA

Instrumentation and Controls Engineer responsible for design drawings for tunnel emergency ventilation, environmental, tunnel lighting, security and access control, and electrical monitoring systems controls designs for design-build tunnel replacement. Networked programmable logic controller (PLC) based system comprised of redundant control nodes that are interconnected with a server-based supervisory control (SCADA) application via redundant fiber optic communication network links. 2011-2012

LINK Light Rail Transit System, Sound Transit, Seattle, WA

Instrumentation and Controls Engineer responsible for concept through construction drawings of underground transit station ventilation and environmental systems controls designs for two stations, University of Washington and Capitol Hill. Networked programmable logic controller (PLC) based system comprised of redundant control nodes that are interconnected via redundant fiber optic communication network links. Control and monitoring of mechanical (HVAC, plumbing, and Emergency Ventilation) systems, electrical (distribution and lighting) systems, and public conveyance systems. 2008-2010

Kraemer Boulevard Grade Separation Pump Station, Placentia, CA

Instrumentation and Controls Engineer responsible for concept through construction drawings of new stormwater pump station to support the grade separation of vehicle and rail traffic. Programmable Automation Controller (PAC) based system level control and monitoring system providing remote

MARK VAN DE REE, P.E., P. Eng.

Assistant Vice President
Project Manager/Professional Associate
Senior Supervising Engineer

Years of Experience

39 (21 with PB; 18 with others)

Education

B.S., Electrical Engineering, University of South Florida, 1977

Additional Certifications: OSHA 40-Hour Health & Safety (CFR-1910.120); OSHA 8-Hour Hazardous Waste Site, Supervisor Training; OSHA-10 Hours Roadway Construction Safety; Florida Building Code, 2004; Confined Entry Safety; Electrical Construction Safety; Trenching Safety; OSHA 8-Hour Bridge Inspection Safety Training

Professional Affiliations

Senior Member; Heavy Movable Structures, Inc. (Movable Bridges)

Professional Registrations

Professional Engineer: Washington, 1995 (32605); Florida, 1996 (50317); Georgia, 1997 (23440); Illinois, 1997 (062-051398); North Carolina, 1996 (22433); Tennessee, 1990-inactive (21262); Maryland, 1999 (24420); Minnesota, 2006 (44682); Virginia, 2001 (0402-036170); South Carolina, 2002 (21873); Michigan 2009 (6201055717); Texas 2011-inactive (109379); Louisiana, 2014 (38875); Ontario 2012 (100181047).

Certification: National Council of Examiners for Engineering and Surveying, 1996 (14758)

Key Qualifications

Mark Van De Ree is a senior supervisor of electrical and mechanical engineering for movable bridges at Parsons Brinckerhoff (PB). He has experience in the design, inspection, construction support, start-up, and project management of fixed and movable bridges, ferry landings, tunnels, power generation, and bridge and roadway lighting projects, and intelligent transportation systems. Movable bridge designs are based on AASHTO specifications and extensive experience with movable bridge inspections. Mark's intimate knowledge of the AASHTO inspection guidelines is evidenced by his lead roles in the NCHRP projects listed below. His design work has focused on instrumentation and controls, motor drives, wiring, power distribution (low and medium voltages to 50kV), and lightning protection systems. This includes SCADA and process control using distributed control systems, programmable controllers (PLCs), and hardwired controls. Mark also has expertise in value engineering studies, project administration and management, design management, field supervision, and systems commissioning. His responsibilities at PB include involvement in many projects for movable bridges, tunnels, transportation lighting systems, intelligent transportation systems, and impressed current cathodic protection. Movable bridge and control system publications include twelve technical papers and a movable bridge handbook subchapter.

Movable and Fixed Bridges

- NCHRP Project 14-32 National Cooperative Highway Research Program, Washington D.C.: The Parsons Brinckerhoff Team was selected in 2013 to review the AASHTO Movable Bridge Inspection, Evaluation, and Maintenance Manual, for future updates. As the Team's lead electrical engineer, Mark is responsible for coordinating all electrical power and controls elements with the other discipline leaders to develop recommendations for revisions to the Manual. Coordination includes communications with the NCHRP committee members and WSDOT Bridge Preservation Office staff serving as the project's independent reviewers. Dates of Service: 10/13 to 12/15.

MICHAEL J. ELZA, P.E., P.Eng.

Professional Associate, Project Manager, Senior Supervising Engineer

Years of Experience

20 (14 with PB; 6 with others)

Education and Professional Training

B.S., Mechanical Engineering, University of Florida, 1995

Practical Welding Technology, ASME Continuing Education Institute, 2001

Advanced Gear Design & Theory, University of Wisconsin, School of Continuing Education, 2002

OSHA Construction Safety & Health Training for the Roadway Construction Industry, 2006

PB Project Management Training

Professional Affiliations

American Society of Mechanical Engineers (ASME),

National Council of Examiners for Engineering and Surveying (NCEES),

Fluid Power Society, Heavy Movable Structures, Inc., American Welding Society

Professional Registrations

Florida (56732), Virginia (0402 036898), South Carolina (23923), Maryland (26821)

Washington (38203), Illinois (062-055956), Delaware (13914), Michigan (6201055926)

Tennessee (00115159), North Carolina (039372), Texas (109140), Ontario (100181046)

Louisiana (39135), New Jersey (24GE05164700)

Professional Certifications

Certified Welding Inspector (08072181)

Certified Fluid Power Hydraulic Specialist (10430)

PB Certified Project Manager

Key Qualifications

Mike Elza is a senior mechanical engineer for the heavy movable structures group at WSP|Parsons Brinckerhoff (PB). Mike is a team leader and facilitator. He provides a valuable combination of engineering and management experience. He exercises a meticulous attention to detail, scheduling, and cost management. He applies organizational, analytical, and communication skills that have been tested and proven. He has provided machine design services for the pulp and paper, agricultural, logging, and movable bridge industries. His areas of expertise include mechanical power transmission equipment and hydraulic machinery. His heavy movable structures experience includes design and inspection services for all types of movable bridges including floating draw spans and ferry ramps.

Heavy Movable Structures

- NCHRP Project 14-32 National Cooperative Highway Research Program, Washington D.C.: The Parsons Brinckerhoff Team was selected in 2013 to review the AASHTO Movable Bridge Inspection, Evaluation, and Maintenance Manual, for future updates. Mechanical engineer assisting with developing recommendations for revisions to the Manual. Duration: 10/13 to 12/15.
- NCHRP Project 20-07 / Task 348, National Cooperative Highway Research Program, Washington D.C.: The Parsons Brinckerhoff Team was selected in 2014 to review the AASHTO LRFD Movable Highway Bridge Design Specifications for future updates. Mechanical engineer assisting with developing recommendations for revisions to the specifications. Duration: 01/14 to 12/15.