

**PORT OF HOOD RIVER COMMISSION**  
**Tuesday, April 4, 2017**  
**Marina Center Boardroom**  
**5:00 P.M.**

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**Regular Session Agenda**

1. Call to Order
    - a. Modifications, Additions to Agenda
  2. Public Comment (5 minutes per person per subject; 30 minute limit)
  3. Consent Agenda
    - a. Approve Minutes of March 21, 2017 Spring Planning Work Session and Regular Session (*Genevieve Scholl – Page 3*)
    - b. Approve Master Contract with Coffman Engineers for Engineering Services Not to Exceed \$10,000 (*Anne Medenbach – Page 11*)
  4. Reports, Presentations and Discussion Items
    - a. Hood River Valley Parks & Rec District Dog Park Development Proposal (*Stu Watson, Mark Hicock, HRVPRD – Page 17*)
    - b. Port Marina Center Office Space Planning (*Michael McElwee, Liz Olberding, Architect – Page 21*)
    - c. Regional Electronic Tolling Collaboration (*Fred Kowell – Page 35*)
    - d. State Legislative Efforts (*Michael McElwee/Genevieve Scholl – Page 37*)
  5. Director's Report
  6. Commissioner, Committee Reports
    - a. Marina Committee (March 23)
    - b. Airport Advisory (March 26)
  7. Action Items
    - a. Authorize Intergovernmental Agreement with Oregon Department of Transportation for Bridge Inspection Services (*Michael McElwee – Page 47*)
    - b. Approve Concession Agreement with Hood River Soaring for Operations Concession at Ken Jernstedt Airfield (*Anne Medenbach – Page 57*)
  8. Commission Call
- 
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations
  10. Possible Action
  11. Adjourn

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

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

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*Port of Hood River Commission  
 Meeting Minutes of March 21, 2017 Spring Planning Session of the Port of Hood River  
 Marina Center Boardroom  
 12:00 P.M.*

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

**Present:** Port of Hood River Commissioners Brian Shortt, Jon Davies, Rich McBride, Hoby Streich, and Fred Duckwall; Legal Counsel Jerry Jaques; Budget Committee members Rich Truax, John Benton, John Everitt, Judy Newman, Larry Brown; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, and John Mann.

**Absent:** None.

**Media:** None.

**1. CALL TO ORDER:** The Spring Planning Work Session was called to order at 12:15 p.m. by Commission President Brian Shortt.

**2. OPENING REMARKS:** Commissioner Shortt thanked the Budget Committee members for their time and dedication to the budget process.

**3. DISCUSSION SUMMARY:** Michael McElwee provided a summary of the work session purpose and goals. McElwee discussed the 10-year financial model broadly, touching on basic assumptions that inform the model. He noted the work session is a preparation meeting for the full Budget Committee meeting that will take place in April. He noted the inclusion in the packets of End Notes made by staff to inform review of the draft budget.

**4. KEY ISSUES:**

**a. Financial Policies and Assumptions:** Port Chief Financial Officer Fred Kowell provided a detailed review of Port financial policies:

- Reserves – 10% of net depreciable assets are set aside.
- Debt Coverage Ratio – Legal requirement is 1.35:1 of net operating income, the Port prefers a ratio of 2:1 or higher. This informs cost controls and any need to raise revenues.
- Return on Investment – With the exception of recreational assets, the Port strives to have a 4-4.5% ROI for each asset area.

**b. Long Range Financial Model:** Kowell led a review of the summary “roll-up” sheet that provides details on net operating income before debt. He explained that actuals are updated in June, but that he adjusts the numbers for Spring Planning to provide best up-to-date information. He noted highlights in the areas of postponed projects, projects moved up in planned timeline, data on FTE in Port buildings, and end of year reserves. On the topic of FTE in Port buildings, Budget Committee members Truax and Brown recommended that data be separated from operating/cash flow data in the spreadsheet.

**c. Base Assumptions:** Kowell reviewed the base assumptions used every year to inform the budget process. He explained the Port’s CPI multiplier, the effects of toll increases, and capital expenditures. Group discussion on the anticipated toll rate increase followed, with detailed discussion of per axle toll increases for heavy trucks, weigh-in-motion technology, and BreezeBy discount decreases. Kowell briefly introduced large capital improvement needs in the near term for the Bridge. Budget Committee members Everitt and Brown asked for clarification on revenue increases due to anticipated toll increases, and why the Port is not now choosing to increase tolls more quickly. Kowell explained the incremental increase method, possibly tracking

with inflation, but noted that the budget is in a very early draft form and adjustments could be made before final approval.

**d. Legislative Session:** McElwee discussed two pending bills currently under review by the Transportation Policy Committee, soon to move on to Ways and Means, and their implications for the budget process. Success or failure of HB 2749 and 2750 could determine the pathway toward bridge replacement. McElwee also noted that the Port has a pending FASTLANE federal grant application, but with the new administration still in transition, the timeline for award decisions is unknown.

**e. Near-term Bridge repair needs:** McElwee briefly discussed the large capital improvement projects anticipated on the Bridge, including major repair and restoration work to the auxiliary truss, the mechanical system and skew system of the lift span. He explained that beyond those three projects, things become much more uncertain considering the likely timing of construction of a replacement bridge. He also noted that the Port's revenue bond debt will expire in 2018, at which point the Port will need to decide whether to renew right away or delay renewal until a more clear path to replacement is achieved.

**f. Tolling:** McElwee asked the group to consider, in the context of these large near term projects along with planning for a new bridge, what new revenues will the Port need to be able to keep up with capital improvement needs and provide local match funds for any new grants. Budget Committee member John Everett suggested that any new toll increase be explicitly tied to specific projects. Commissioner Streich asked for clarification on expiration of the bond debt, and how much new debt would be issued, and what for. Kowell explained that it would likely be \$11 million, all for repairs and improvements to the existing bridge. Budget Committee member Rich Truax encouraged the Commission to consider a notable increase and agreed that tying the increase to specific projects would make them more acceptable to bridge users. Commissioner Davies suggested staff examine potential savings from not renewing the bond debt in combination with the toll increases for potential savings, if possible considering bridge engineer recommendations on project scheduling. Budget Committee member John Benton recommended raising tolls for passenger cars at the same time as heavy trucks, noting that while trucks cause greater damage to the bridge, they also facilitate the flow of commerce. Commissioner McBride discussed low income bridge users and barriers to utilizing Breezeby as a way to receive a "local's discount," as the typical cash flow situation of a low income family doesn't allow for \$20 minimum payment for bridge tolls. Group discussion followed touching on social equity, public transit, regional transportation planning, and new tolling technology.

**g. Real Estate Development Priorities:** McElwee and Medenbach reviewed anticipated real estate development costs related to the Lower Mill off-site water line improvements, the dirt pile relocation to the airport, wetland mitigation, and the sale of three lots and retention of the fourth at the site. Commissioner Streich asked whether staff has considered selling all four lots. Medenbach answered that the Port's expressed goal is to increase non-bridge revenues for the long term, so keeping possession of a lot that could be leased was a strategy in line with that goal. McElwee noted that the Lower Mill, Maritime, and Lot 1 were the Port's only remaining development opportunities. Medenbach reviewed anticipated development at the airport and explained the timelines and funding of each phase, including FAA, Connect VI, and COAR grant funding as well as private investment. McElwee reported that the Lot 1 subdivision plan is underway, and that the Port is preparing a request to the URA for financing of the needed infrastructure improvements/relocations. There was general discussion on how best to form the relationship with the URA going forward. Commissioner McBride posed the question of whether the Port should issue an RFP for new development concepts before moving forward with the current plan. McElwee noted inherent difficulties of conflicting with the Waterfront Refinement Plan zoning requirements, and that any changes to the concept plan that conflicted would require City review.

Medenbach provided a brief overview of the status of existing buildings, noting that occupancy was currently at 96% with 37 tenants. Of those, 17 were service-related offices and 20 were manufacturing. She noted the large capital expenses anticipated in the budget included some paving, Jensen Building roof, as well as some painting and TI's.

**h. Staffing Levels:** McElwee noted recent staff turnovers and explained that, with Laurie Borton's retirement and Liz Whitmore moving to a new position, the Marina Manager and Waterfront Coordinator jobs would now be combined into one full-time position. He also noted that facilities crew is consistently understaffed, and charged with very high expectations in terms of park, building, and facilities upkeep. He noted the current budget anticipates the need to outsource some tasks normally performed by Port staff in order to keep costs down while maintaining high quality performance.

**i. Strategic Planning:** President Shortt provided details from the recent Pacific Northwest Waterways Association "Mission to Washington D.C." trip, including his meeting with USDOT Deputy Director Robert Mariner and updates to the FASTLANE grant program, news of transportation infrastructure funding from the new administration, and implications for Public/Private Partnerships ("P3") to fund large capital projects.

**5. 10-YEAR FINANCIAL MODEL:** Kowell led a line-by-line discussing of the draft proposed budget, highlighting anticipated capital projects on buildings, parks, the airport, and the bridge; toll system upgrades; near-term repairs on the bridge; marina bathrooms, pump house, lighting and other improvements; recreation facility upgrades at the Event Site, Hook, and the re-grade of the Spit Access Road. General group discussion followed.

**6. ADJOURN:** The Spring Planning work session was adjourned at 3:45 p.m.

Respectfully submitted,

\_\_\_\_\_  
Genevieve Scholl

**ATTEST:**

\_\_\_\_\_  
Brian Shortt, President, Port Commission

\_\_\_\_\_  
Jon Davies, Secretary, Port Commission

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**Port of Hood River Commission  
 Meeting Minutes of March 21, 2017 Regular Session  
 Marina Center Boardroom  
 3:00 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

**Absent:** None

**Media:** None

**1. CALL TO ORDER:** President Brian Shortt called the Regular Session meeting to order at 3:55 p.m.  
**a. Modifications, Additions to Agenda:** Medenbach stated that the “Exhibit C” document on page 37 is out of order and should be page 48. Kowell stated that the Public Hearing for the proposed exemption from competitive bidding on sole source goods and services contract will be postponed to April 4, and distributed a new Commission Memo for that item.

**2. PUBLIC COMMENT:** None.

**3. CONSENT AGENDA:**

- a. Approve Minutes of March 7, 2017 Joint Work Session of with the Port of Cascade Locks and Regular Session
- b. Approve Lease Addendum No. 4 with Cloud Cap Technology, Inc. at the Wasco Building

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

**Move:** Duckwall

**Second:** McBride

**Discussion:** None

**Vote:** **Aye:** Unanimous.

**MOTION CARRIED**

**4. DIRECTOR’S REPORT:** McElwee provided a brief verbal report, highlighting upcoming bridge closures for maintenance welding; Marina GFCL breaker inspections; legislative hearings on HB 2749 and 2750 in Salem; and the hiring timeline for the new Waterfront Coordinator position.

**5. COMMISSIONER, COMMITTEE REPORTS:**

**a. Waterfront Recreation Committee:** McBride reported that the committee was introduced to the Interim Waterfront Coordinator, Stu Watson. He also noted that the Sheriff’s Department has designated a new Marine Deputy.

**b. Urban Renewal Agency:** Davies reported the URA had approved \$50,000 budget for upgrades to the tree wells in the City and had also received a clean budget review. They have received 10 submittals for the artwork near the downtown public restrooms. Davies recommends the Port try to have a representative on the URA Advisory Committee as well as the board. Streich concurred.

**c. PNWA Mission to Washington DC:** Shortt reported on the trip he and McElwee took to Washington DC for the annual PNWA advocacy mission to DC. He noted they met with Representative Greg Walden and USDOT Deputy Director Robert Mariner to discuss bridge replacement. Commissioner Shortt distributed commemorative socks he’d had made up with designs of the bridge and “One Gorge” script to legislative staff and aides.

**6. ACTION ITEMS:**

**a. Authorize Project Review Reimbursable Agreement with Washington Department of Transportation Not to Exceed \$22,500:** McElwee noted this item had been reviewed by the Commission during the March 7 meeting,

but action was delayed at that time for further legal consideration of the WSDOT standard indemnification clause. As Port legal counsel sees minimal risk in agreeing to the indemnification, staff recommends approval.

**Motion:** Authorize Project Review Reimbursable Agreement with Washington Department of Transportation not to exceed \$22,500.

**Move:** Davies

**Second:** Streich

**Discussion:** None

**Vote: Aye:** Unanimous.

**MOTION CARRIED**

**b. Approve Intergovernmental Agreement with City of Hood River for Lift Station Easement:**

Medenbach noted that the draft IGA in two instances referred to the easement as a lease in error and that would be corrected in the final draft. She noted that, if approved, the City would begin construction in May.

**Motion:** Authorize Project Review Reimbursable Agreement with Washington Department of Transportation not to exceed \$22,500, with changes recommended by staff.

**Move:** McBride

**Second:** Davies

**Discussion:** None

**Vote: Aye:** Unanimous.

**MOTION CARRIED**

**c. Approve Contract with Vista GeoEnvironmental for Engineering Services at the Lower Mill Site Not to Exceed \$26,460:** Medenbach noted that pages 49, 51, and 52 of the draft contract should be removed, and requests approval with those pages struck from the contract.

**Motion:** Approve Contract with Vista GeoEnvironmental for Engineering Services at the Lower Mill Site not to exceed \$26,460, with changes recommended by staff.

**Move:** McBride

**Second:** Streich, declaring his potential conflict of interest, as Vista GeoEnvironmental has provided engineering services for his private company in the past.

**Discussion:** None

**Vote: Aye:** Unanimous.

**MOTION CARRIED**

**d. Approve Amendment No. 1 to Task Order No. 2 with Century West Engineering for Design Services for the South Taxiway Rehabilitation Project Not to Exceed \$21,950:** Medenbach noted this amendment is to cover additional work required in response to project scope changes.

**Motion:** Approve Amendment No. 1 to Task Order No. 2 with Century West Engineering for Design Services for the South Taxiway Rehabilitation Project not to exceed \$21,950.

**Move:** Streich

**Second:** Davies

**Discussion:** None

**Vote: Aye:** Unanimous.

**MOTION CARRIED**

**e. Approve Contract with Kapsch Trafficom IVHS for \$281,579:** Kowell explained the need to extend the protest deadline due to public notice publication timelines in local newspapers.



**Motion:** Approve Contract with Kapsch TraffiCom IVHS for \$281,579, subject to 1) contract language changes acceptable to legal counsel and executive director and 2) there are no unresolved protests about the Port awarding a sole source contract to Kapsch; protests may occur by April 4, 2017 at 4pm.

**Move:** McBride

**Second:** Duckwall

**Discussion:** None

**Vote: Aye:** Unanimous.

**MOTION CARRIED**

**8. COMMISSION CALL:** Commissioner McBride discussed the County’s road realignment project on Tucker Road and the increased cost estimates from ODOT, which the County is contractually responsible for, being so high that the project may not be able to move forward. Commissioner Duckwall thanked the staff for the preparations made for the Spring Planning work session. Commissioner Davies recommends the Port fence the area east of the Maritime Building as soon as possible in preparation for future development there. Davies also reported on the “Gorgeous Night in Salem” reception as successful with impressive attendance, and commended Scholl for organizing the event.

**9. EXECUTIVE SESSION:** Regular Session was recessed at 4:30 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions.

**10. POSSIBLE ACTION:** The Commission was called back into Regular Session at 4:46 p.m. No action was taken as a result of Executive Session.

**11. ADJOURN:** The meeting was adjourned at 4:50 p.m.

Respectfully submitted,

\_\_\_\_\_  
Genevieve Scholl

**ATTEST:**

\_\_\_\_\_  
Brian Shortt, President, Port Commission

\_\_\_\_\_  
Jon Davies, Secretary, Port Commission

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# Commission Memo



Prepared by: Anne Medenbach  
Date: April 4, 2017  
Re: Small Contract Engineering - Coffman Engineers, Inc.

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Coffman Engineers, Inc. ("Coffman") is an engineering firm based in Spokane with an office in Hood River. Coffman offers engineering services in multiple disciplines, including civil, structural, mechanical, and electrical engineering. The Port regularly needs assistance on small projects in all of these areas, i.e., pFreim plan review, fire suppression systems engineering for Lower Mill, and so on.

Staff would like to engage Coffman with a master contract to provide small contract engineering services such as: plan review, bid review, and specification consulting. Establishing such a contract would enable staff and Coffman to react quickly when these services are needed.

**RECOMMENDATION:** Approve contract with Coffman Engineers, Inc. for engineering services not to exceed \$10,000.

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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 **Coffman Engineers, Inc.** ("Consultant"). Consultant agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$3,000 on a per task order basis or \$10,000 for all tasks combined**. Port shall pay Consultant in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through **March 1, 2018**. Either Consultant or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Consultant at Consultant's address listed below. If Port terminates this Contract, Consultant shall only receive compensation for work done and expenses paid by Consultant prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Consultant which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Consultant will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Consultant's industry, trade or profession. Consultant will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Consultant certifies that Consultant is an Independent Consultant as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Consultant shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Consultant or its sub-Consultants, agents or employees under this Contract. Consultant shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Consultant shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Consultant and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Consultant and Port. Consultant shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Consultant warrants they have authority to sign for and bind Consultant.

**Consultant:**

**Port of Hood River**

Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: 1411 13<sup>th</sup> Street, Ste. 206  
 Hood River, OR 97031  
 Phone/Email: (541) 436-4034

Signed: \_\_\_\_\_  
 Title: Executive Director  
 Date: \_\_\_\_\_  
 Address: 1000 E. Port Marina Drive, Hood River,  
 OR 97031  
 Phone/Email: (541) 386-1645/ porthr@gorge.net

**Personal Services Contract  
Exhibit A**

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**I. SCOPE OF WORK:**

From time to time, the Port anticipates the need to retain engineering consulting services for assistance with various projects on various properties including: planning, review and implementation of construction projects. This Contract establishes a master agreement that may be executed in multiple counterparts on a task order basis.

For each task, the Port will provide the Consultant with a specific Scope of Work and estimated budget. Consultant will provide services on a time and materials basis based on the current rate schedule attached as Exhibit C.

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**II. DELIVERABLES AND TIMEFRAME:**

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

The due dates for the deliverable(s) shall be: project dependent

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**III. CONSIDERATION:**

Hourly rates under this Contract shall coincide with the rate schedule attached as Exhibit C. No single task order shall exceed \$3,000 under this contract. All tasks combined under this contract shall not exceed \$10,000.

Reimbursables under this Contract shall be standard reimbursable listed as "Expense charges" in Exhibit C.

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**IV. BILLING AND PAYMENT PROCEDURE:**

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

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

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

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

**Personal Services Contract  
Exhibit B**

**INSURANCE**

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

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

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

Required and attached      OR      \_\_\_\_\_ Consultant is exempt

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

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

Required and attached      Waived by Finance Manager \_\_\_\_\_

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

Required and attached      Waived by Finance Manager \_\_\_\_\_

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

Required and attached      Waived by Finance Manager \_\_\_\_\_

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

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

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

EXHIBIT C



SCHEDULE OF HOURLY BILLING RATES - SPOKANE  
Effective January, 2017

<u>CLASSIFICATION</u>	<u>RATE PER HR.</u>
Principal III	\$192.00
Principal II	\$172.00
Principal I	\$158.00
Principal Advisor	\$192.00
Senior Discipline Engineer	\$151.00
Senior Project Manager	\$144.00
Piping Design Specialist	\$135.00
Project Manager	\$122.00
Senior Engineer	\$133.00
Land Surveyor (PLS)	\$134.00
Engineer III	\$119.00
Engineer II	\$109.00
Engineer I	\$ 96.00
Senior Designer	\$111.00
Construction Manager	\$102.00
Survey Party Chief	\$106.00
Designer III	\$104.00
Designer II	\$ 99.00
Survey Tech III	\$ 95.00
Designer I	\$ 95.00
Survey Tech II	\$ 82.00
Drafter II	\$ 82.00
Survey Tech I	\$ 68.00
Drafter I	\$ 68.00
Clerical	\$ 59.00
One-Man Survey Crew (without Land Surveyor)	\$120.00
One-Man Survey Crew (with Land Surveyor)	\$160.00
Two-Man Survey Crew (without Land Surveyor)	\$200.00
Two-Man Survey Crew (with Land Surveyor)	\$240.00

SCHEDULE OF EXPENSE CHARGES

1. Travel from our office will be charged as follows:
  - a. Auto 53.5¢ a mile
  - b. Per diem \$60/day
  - c. Airfare, lodging, rental car, meals, etc. will be charged at actual times 1.1.
2. Survey Equipment will be charged as follows:
  - a. Robot/GPS: \$50/hour
  - b. Scanner: \$100/hour
3. Express Mail, local and long distance courier services will be charged at actual times 1.1.
4. Plotting and/or reproduction of drawings, specifications, reports and calculations and additional copies will be charged at actual times 1.1.
5. Instrument rental, laboratory services, outside computer and/or consultant services will be charged at actual times 1.1.

These rates are effective through December, 2017.



# Commission Memo

Prepared by: Stu Watson  
Date: April 4, 2017  
Re: HRVPRD Dog Park Proposal



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Since 2015, Hood River Parks & Recreation District (“Parks”) has been exploring creation of a dog park, specifically, a fenced location where people can let their dogs off leash to play with other dogs. The concept took greater shape in the fall of 2016, when Parks began work on an Intergovernmental Agreement (“IGA”) with the Port and City of Hood River for use of a site just west of the city’s sewage treatment facility. For the Port, the proposed park is viewed as an alternative dog use site, which might reduce off-leash use and conflicts at other Port park facilities. The City sees similar benefit for its Waterfront Park.

As the project has evolved to its current state, plans included Port property east of the Hook lagoon and City property now inside the fencing for its treatment facility. The fencing would be relocated east of its current north-south placement.

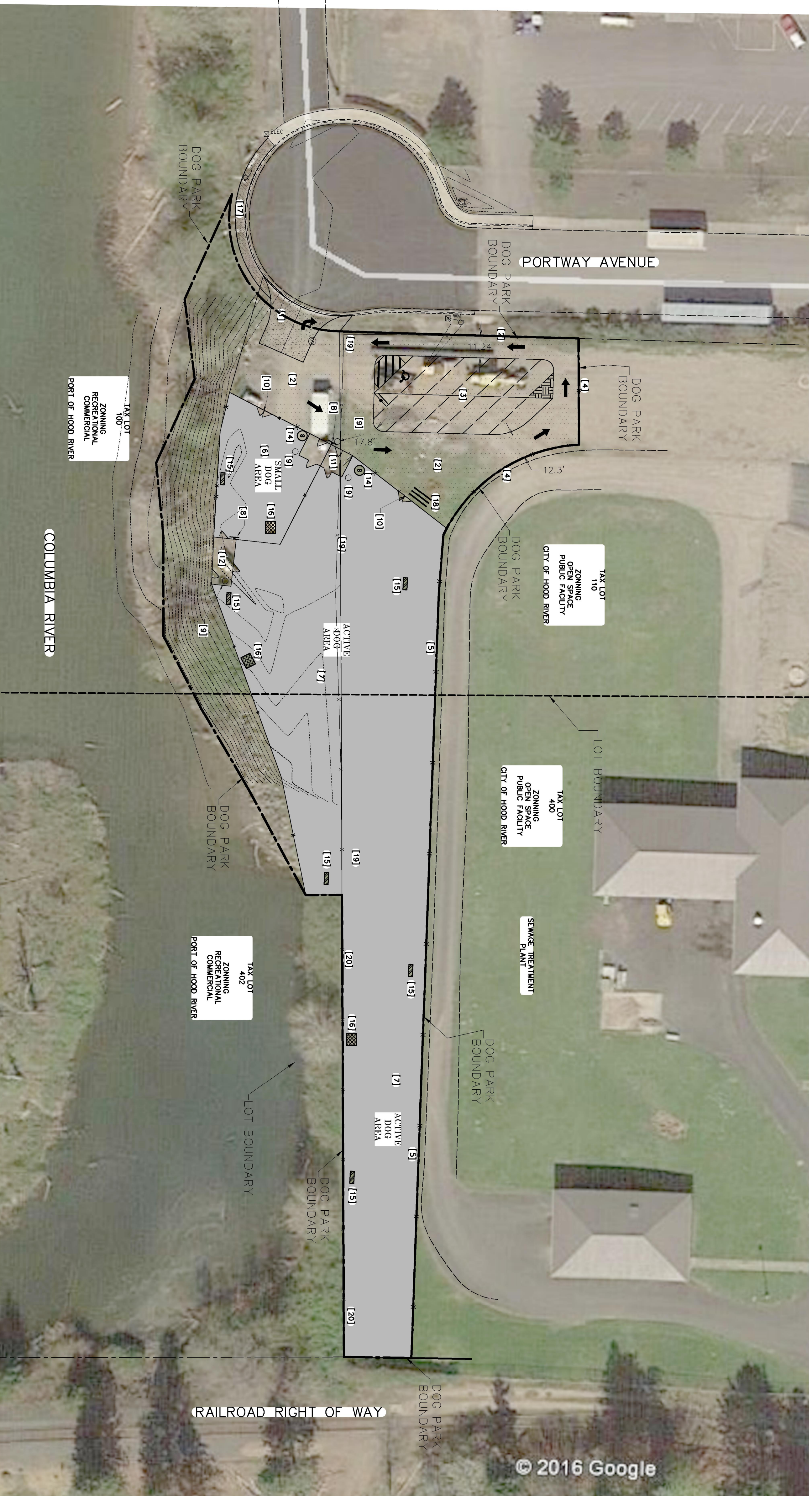
The Port, City, and Parks staff are discussing the details of the draft IGA and lease for Commission consideration, likely in April or May.

Parks Director Mark Hickok will present details about the Dog Park plan and answer Commission questions during the April 4 meeting.

**RECOMMENDATION:** Informational.

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**PARKING LOT IMPROVEMENTS**  
NOTE: 11 REGULAR PARKING SPACES AND 1 ADA PARKING SPACE

**OWNERS**  
PORT OF HOOD RIVER  
TAX LOTS 100 AND 402  
CITY OF HOOD RIVER  
TAX LOTS 110 AND 400

**MAP TAX LOT**  
(WEST END OF)  
PORTWAY AVENUE  
HOOD RIVER, OREGON 97031

**APPLICANT NAME**  
PORT OF HOOD RIVER  
PARKS AND RECREATION DISTRICT  
1601 MAY STREET  
HOOD RIVER, OREGON 97031

**LEGAL DESCRIPTION**  
A PORTION OF PARCEL 2  
OF PARCEL 2  
PARTITION PLAT 2006-28P

**ZONING**  
TAX LOTS 110 AND 400  
OPEN SPACE PUBLIC FACILITY  
TAX LOT 100 AND 402  
RECREATIONAL COMMERCIAL

**MAP TAX LOT**  
PORTIONS OF  
TAX LOTS 100, 110, 400 AND 402  
SECTION 25, T1N., R10E., W.M.

- PROPOSED IMPROVEMENT NOTES**
- 1 PAVED ENTRY / EXIT (AREA 699± SQ.FT.)
  - 2 GRAVEL DRIVEWAY AREA (AREA 10,770± SQ.FT.)
  - 3 GRAVEL PARKING AREA WITH PIN DOWN CURBS
  - 4 6 FOOT TALL FENCE 135± FEET MORE OR LESS (EAST AND SOUTH OF PARKING)
  - 5 6 FOOT TALL FENCE 590± FEET MORE OR LESS AROUND DOG AREAS
  - 6 SMALL DOG AREA (LAWN AREA 3,000± SQ.FT.)
  - 7 ACTIVE DOG AREA (LAWN AREA 29,500± SQ.FT.)
  - 8 SIGN BOARD
  - 9 CARBAGE CAN
  - 10 SERVICE GATES
  - 11 DOUBLE ENTRY AREA
  - 12 JOINT USE COLUMBIA RIVER ACCESS AREA/DOUBLE GATED
  - 13 5 FOOT TALL FENCE TO BE CONSTRUCTED AND RIVER SIDE OF THE LARGE DOG AREA - 575± FEET OF FENCING
  - 14 DRINKING FOUNTAIN / DOG WATERING AREA
  - 15 BENCH
  - 16 PLOIC TABLE
  - 17 CONNECTION TO WATER FRONT TRAIL
  - 18 BIKE PARKING AREA
  - 19 EXISTING 6 FOOT TALL CHAIN LINK FENCE--TO BE REMOVED 400± FEET
  - 20 EXISTING 6 FOOT TALL CHAIN LINK FENCE--NOT TO BE REMOVED 262± FEET

**AREA NOTES**

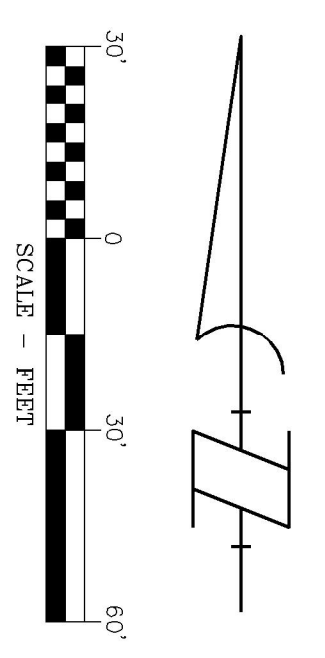
GRAVEL ACCESS/PARKING AREA  
11,450 SQUARE FEET / 0.26 ACRES

SMALL DOG AREA  
3,000± SQUARE FEET

LARGE DOG AREA  
26,500± SQUARE FEET

TOTAL FENCED IN AREA  
29,500± SQUARE FEET / 0.68 ACRES

- LEGEND**
- DOG PARK BOUNDARY
  - LOT BOUNDARY
  - EDGE OF ASPHALT
  - EDGE OF GRAVEL
  - FENCE LINE (PROPOSED)
  - SEPARATION AREA BOUNDARY (PROPOSED)



**PRELIMINARY**  
P-OTTED: 3/5/2017  
SAVED: 3/5/2017

**K&A**  
**Klein & Associates, Inc.**  
ENGINEERING - LAND SURVEYING - PLANNING  
1411 13TH STREET  
HOOD RIVER, OREGON 97031  
TEL: 541-386-3322  
FAX: 541-386-2515  
WWW.KLEINASSOCIINC.COM

**PROPOSED DOG PARK**  
**TAX LOTS 100,101,400 & 402, S25, T1N., R10E., W.M.**  
**PORT OF HOOD RIVER**

REVISIONS:

NO.	DESCRIPTION	DATE

PROJECT: 14-10-06  
FILE PATH: 141005-Port-REV-3.dwg  
C:\User\Karin\Area\141005\dwg  
LAYOUT: Sht. 1 of 1  
DRAWN: --  
CHECKED: LJS  
APPROVE: Initials  
DATE: 05-16-2016

SHEET **1** OF **01**



# Welcome to the Hook Dog Park

## Off-leash Exercise Area for Dogs

The Park District, in partnership with City of Hood River and the Port of Hood River, provides this facility for the enjoyment of you & your dog. To ensure a positive experience for all, please read & abide by the following:

- 🐾 This park is unsupervised – please enter at your own risk.
- 🐾 Owners are solely responsible for damage or injury by their dogs to another dog, person, or park property.
- 🐾 No dogs known to be aggressive may enter the area.
- 🐾 Owner must be continually in attendance of their dogs.
- 🐾 Dogs are required to be leashed until entering & before exiting the off-leash area.
- 🐾 Owners are responsible for cleaning up & properly disposing of waste.
- 🐾 No more than 3 dogs per person allowed at one time.
- 🐾 No food permitted in exercise area.
- 🐾 Off-leash dog area will be open from dawn to dusk daily, unless closed for maintenance, or seasonally for wildlife protection.
- 🐾 Routine maintenance scheduled weekly on Tuesdays between 8 – 10 AM (TBD)
- 🐾 Help keep things safe. Please notify us immediately of any hazardous conditions by calling (541) 386-5720.

Thank you for your cooperation, enjoy your visit!



[www.hoodriverparksandrec.org](http://www.hoodriverparksandrec.org)

# Commission Memo

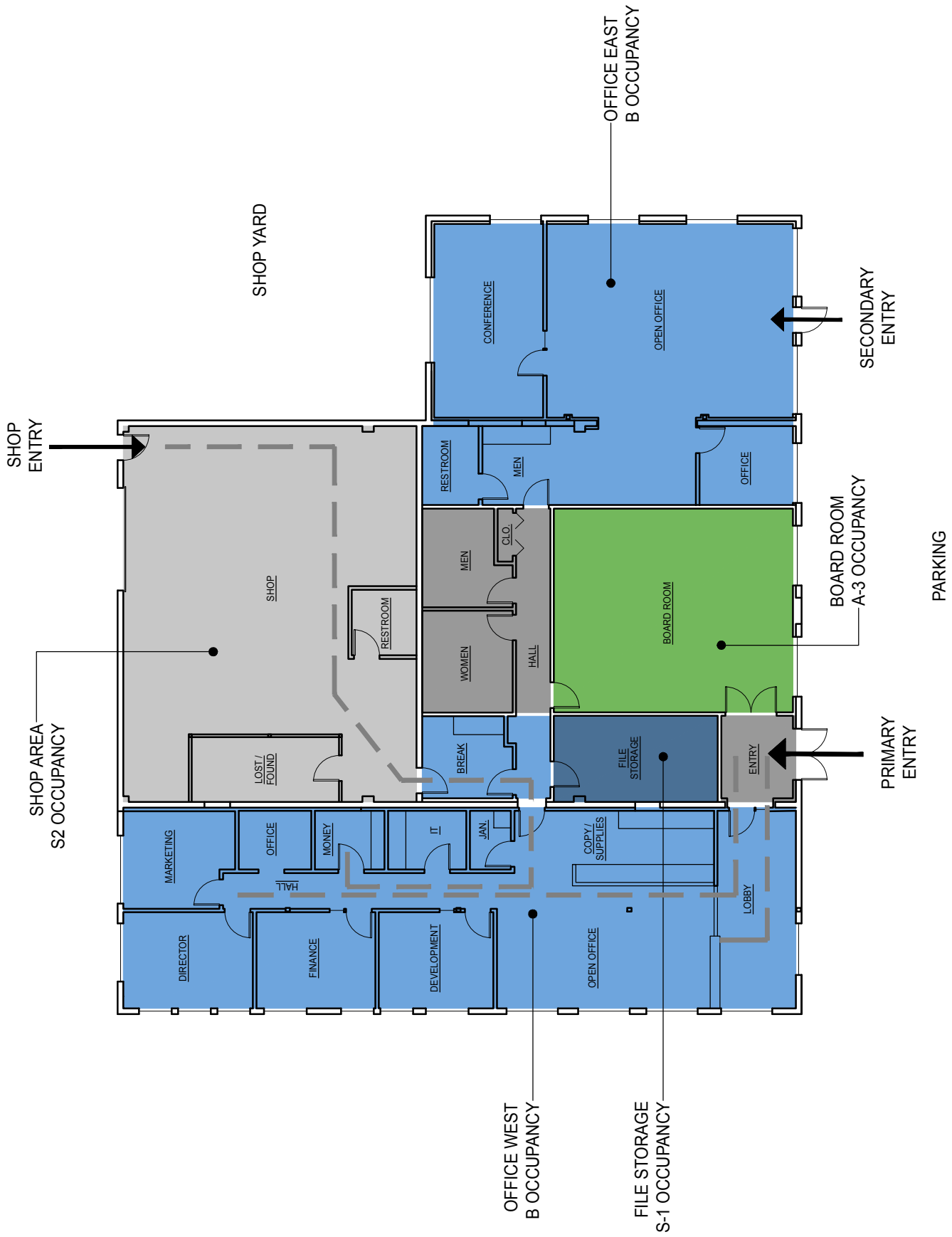
Prepared by: Michael McElwee  
Date: April 4, 2017  
Re: Port Office Planning

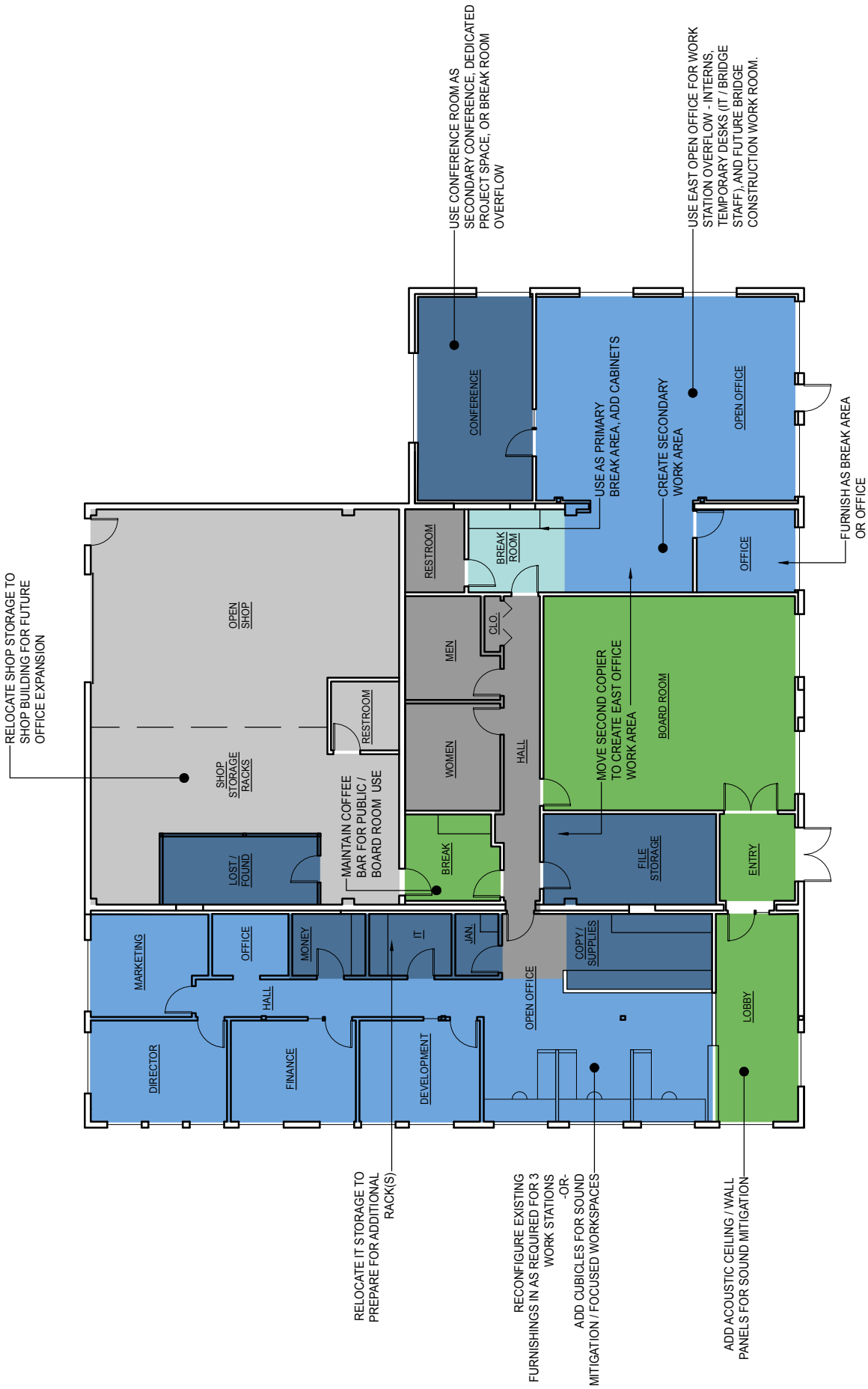


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As the Commission is aware, the portion of the Port Office Building occupied by Gorge Innoventure will be vacant in May. In addition, Port operations may benefit from additional floor area, if it were available and cost effective. For these reasons, architect Liz Olberding was retained to evaluate the Port's current space needs with staff and identify options for utilization of the space to be vacated by Gorge Innoventure. Ms. Olberding will attend the meeting and present the attached concept diagrams for Commission discussion. Note that these diagrams are intended to present a full array of possible approaches reflecting a variety of staff and architect ideas. They are intended for discussion before proceeding with any more detailed work.

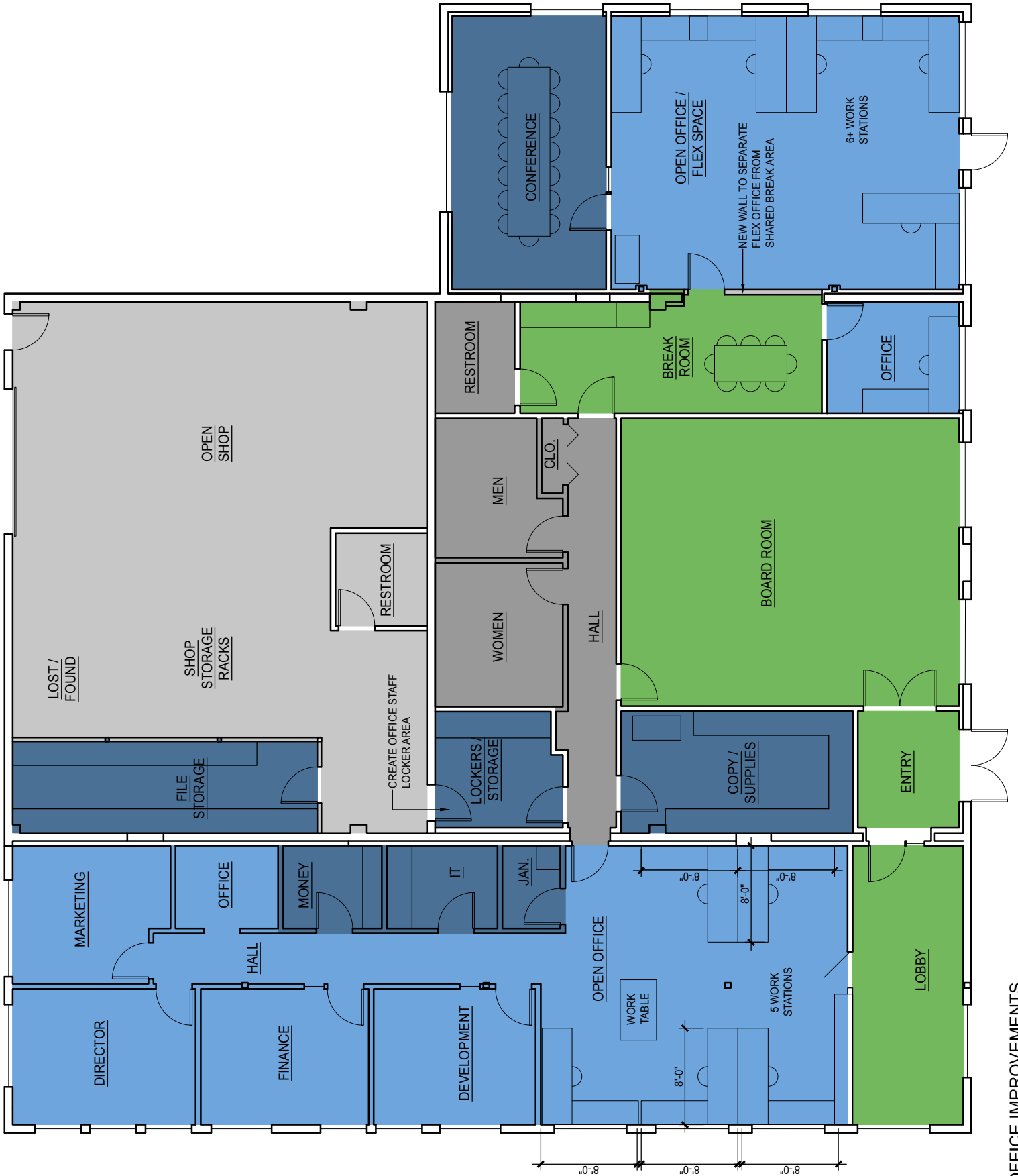
**RECOMMENDATION:** For discussion.



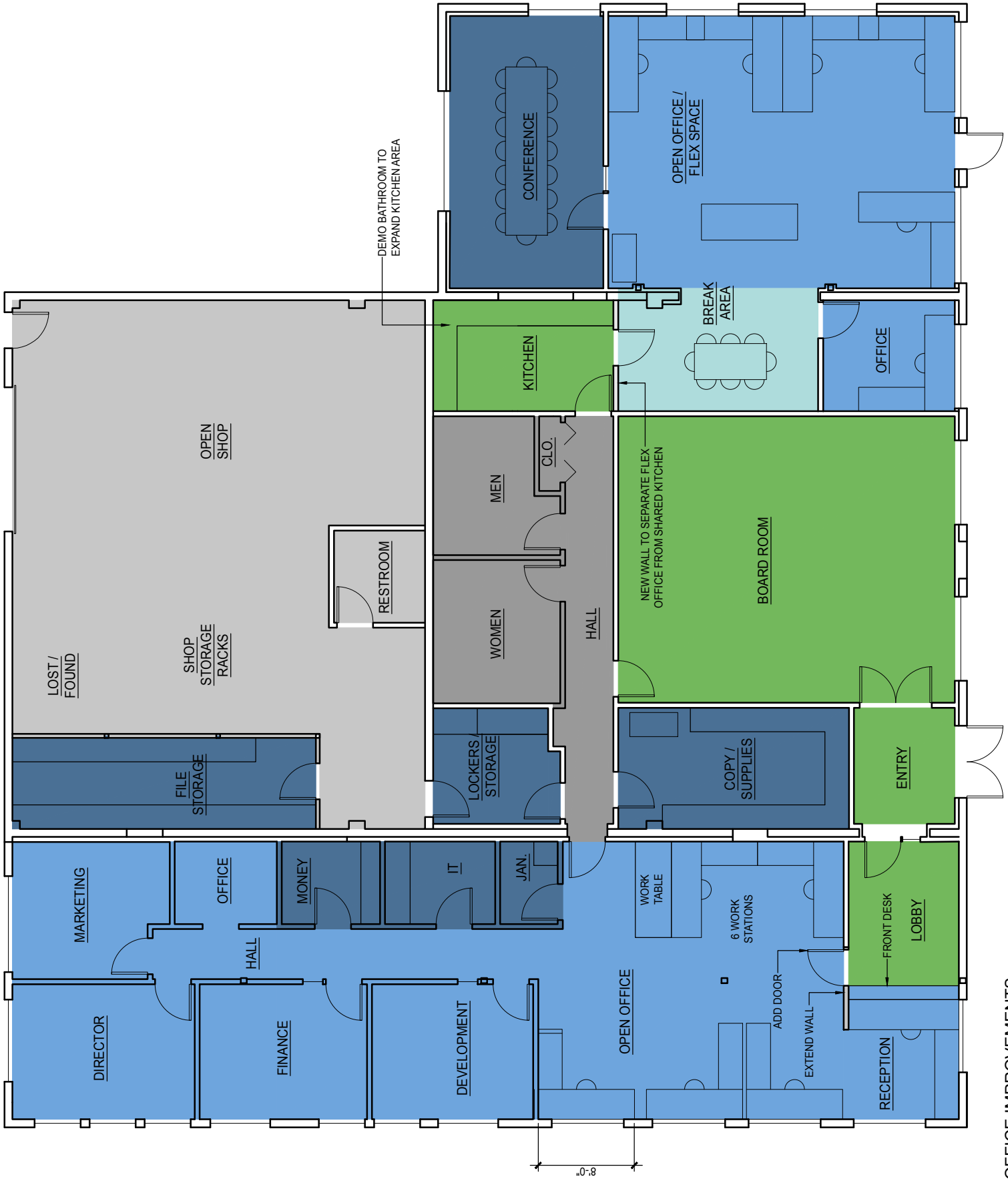


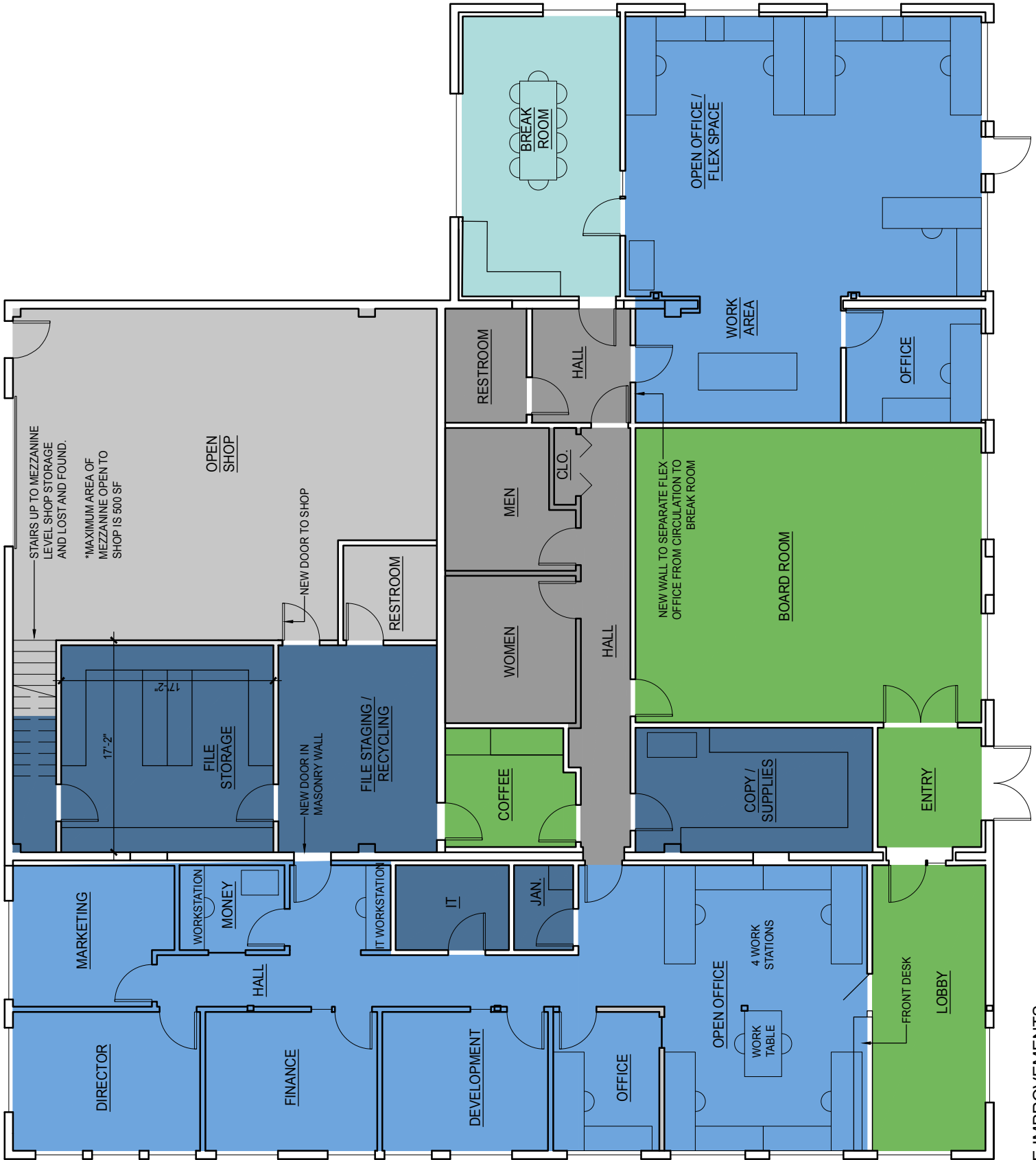


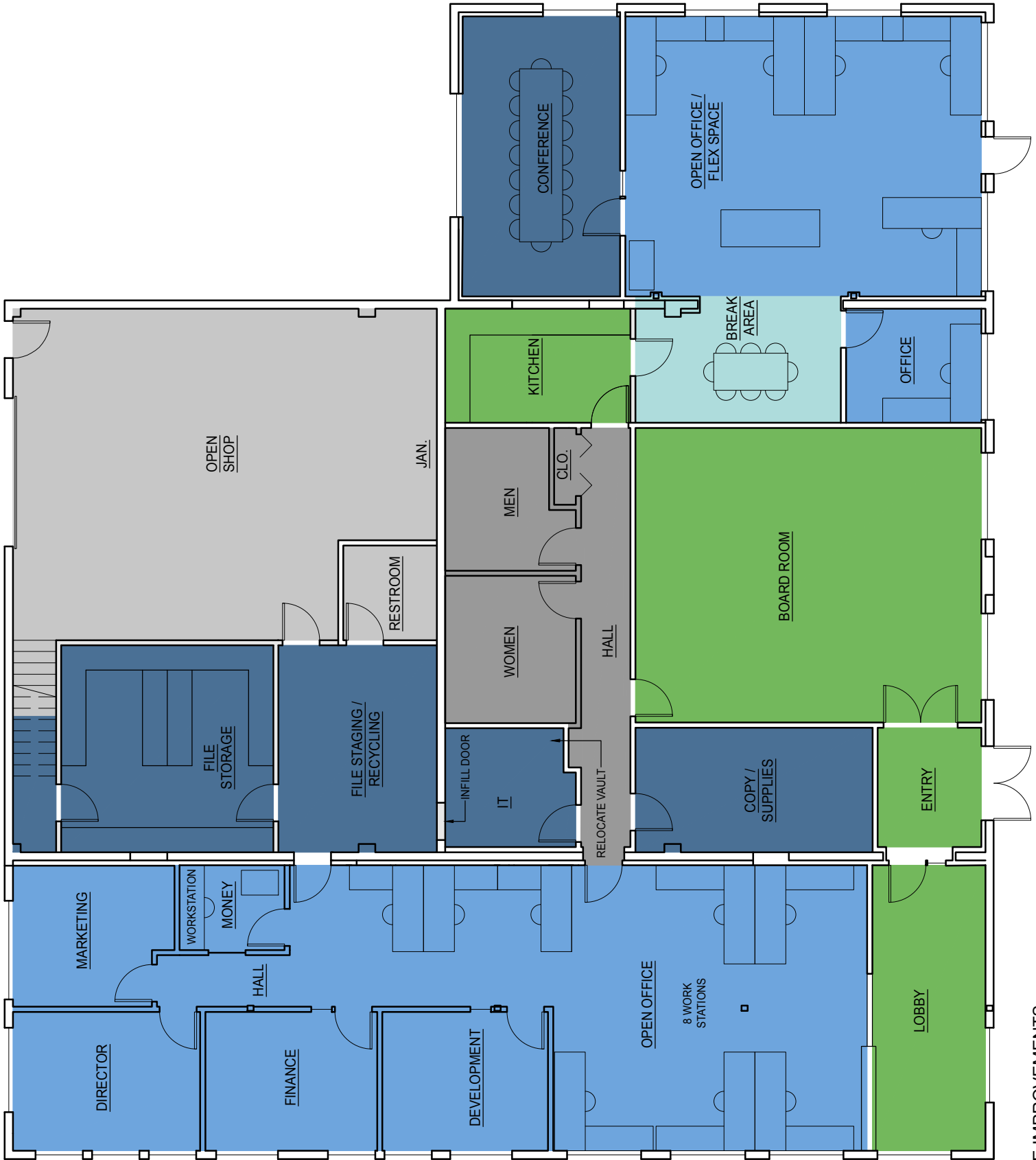












CODE SUMMARY

CONSTRUCTION Type VB Fully Sprinklered  
 GROSS AREA 6,623 1- Story w/ Mezzanine / Attic

UNSEPARATED MIXED OCCUPANCY Unseparated mixed occupancy requires the height and area not exceed the allowable height and area for the primary occupancy - 2-story / 9000 sf, which may be increased with sprinkler and area calculations.

SPACE	OCCUPANCY	AREA	OCCUPANTS	
<b>Primary Occupancy</b>				
Office West	B	1,994		
Office East	B	1,396		
Restrooms / Hallways	B	446		
		<b>Total Office</b>	<b>3,836</b>	<b>38</b>
<b>Accessory Occupancies</b>				
Board Room	A-3	668	10%	45
File Storage	S-1	194		1
<b>Secondary Occupancy</b>				
Shop	S-2	1,488		15
Mezzanine	S-2	350		4
Attic	S-2	365		1
		<b>Total Area</b>	<b>4,698</b>	<b>84</b>

1. A-3 requires a 1-hour fire separate if area exceeds 10% of the building area.
2. S-2 requires a 1-hour fire separation between B and S-1 occupancies.
3. The mezzanine may not be more than 1/3 of the floor area of the space in which it is contained.

PROGRAM	(E) AREA	SPACE DESCRIPTION / OBSERVATIONS
OFFICE WEST		
Offices	1,230	The open office currently houses 4 work stations including the front desk position. There are 4 enclosed offices as well as 1 partially enclosed office. The existing open office is crowded and noisy. Front desk operations are disruptive to focused work. Sound mitigation as well as additional work stations are desired.
Money Room	56	The location of the existing money room requires access through the open office, sometimes requiring staff to wait if there are customers in the lobby. The existing location works well for monitoring coming and going from the money room. It is anticipated that with changes to the methods of payment will require more time spent by staff in the money room. A work station with computer is desired.
IT Room	63	It is anticipated that there will be a need for additional data rack(s) in the IT room. Storage currently in this space could be moved to accommodate new rack(s), and controls (monitors and keyboards could be moved elsewhere to create more space). A temporary work station nearby is desirable for the occasional IT maintenance staff.
Janitorial	33	This space includes a mop sink, eye wash, and a safe, and is not used for a janitorial function. The safe is accessed primarily by accounting staff.
Supplies / Copier	136	The supply and copy area contains approximately 28 feet of lower cabinet / counter space and the large copier. Cabinets contain general office supplies. Counters are used for layout of projects including the twice monthly run of the board packet.
Break Room	98	The break room includes 9 feet of upper and lower cabinets, sink, microwave, refrigerator and coffee maker. Furnishings include a bistro table and two chairs. The break room is not large enough for staff to actually sit and have lunch. Staff are currently using the board room for lunch when it is available. A larger break room is desired.

File Storage	194	The file storage room includes full height shelving housing banker box files, rolled plans and presentation boards. A second copier is located in the file room as a back up to the main copier. Additional file storage is located in individual offices, the shop and mezzanine areas. Files are required to be maintained for a period of time. Processes are underway to digitize paper documents. More organized file storage is desirable as well as a place to process, digitize and/or dispose of files no longer required.
Public Lobby	212	The lobby includes the old bank drop box, small seating area, a view of the marina, telescope and front counter. Currently, the lobby is primarily used by patrons to pay bridge fees. As the payment system changes, it is expected there will be significantly fewer walk-ins to the front lobby. It may be desirable to have the open offices more separated from the lobby, but the need for that separation may change over time as new systems come online.
OFFICE EAST		
Office Area	901	The east office area consists of one large room with an entrance from the south parking area, one enclosed office, and is open to the east office break area.
Conference Room	290	The conference room can accommodate approximately 20 people with a table and chair furnishings.
Break Area	99	The break area is in a zone of circulation from the main hallway to the east office and includes 8 feet of cabinets and a sink, and does not include any furniture. The restroom for the east office opens directly off of break area.
Restroom	61	This restroom serves the previous tenant space and is not required in order to meet the plumbing fixture count for the building.



## CENTRAL SECTION

Entry	81	The entry is used by office staff and the public, and includes board member photographs on the wall.
Board Room	668	The Board Room is used twice a month for board meetings, is occasionally rented to the public, and is otherwise used by staff for office meetings, break area, and layout space. Furnishings include conference tables and chairs.
Restrooms / Hallway	460	The primary mens and womens restrooms meet code requirements for plumbing fixtures required for the entire building. Peak use of restrooms (sometimes with a wait) is during well attended board meetings and other public events.

## SHOP

Parking / Open Shop Area	789	The parking and open shop area includes vehicle and worker access from the north and houses a single gravel truck.
Shop Storage Area	512	Storage areas in the open shop include wood shelving racks containing various shop and facilities supplies, equipment, staff locker areas, and recycling. Review IBC Section 311 for items that may be stored in this space.
Lost and Found	148	Separated from the open shop and shop storage is the lost and found which includes wood racks of miscellaneous items awaiting retrieval or donation. The lost and found could be consolidated and relocated into the shop area.
Shop Mezzanine	350	The shop mezzanine houses miscellaneous storage similar to the general shop storage area.
Bathroom / Shower	58	The bathroom / shower area is adjacent to shop staff lockers and primarily used by shop staff. This restroom is not required in order to meet the plumbing fixture count for the building.

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# Commission Memo

Prepared by: Fred Kowell  
Date: April 4, 2017  
Re: Regional Electronic Tolling Collaboration

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In an effort to collaborate and coordinate regional electronic tolling systems to better enable interoperability and encourage adoption of a uniform transponder protocol known as "6c," tolling entities in California, Oregon, and Washington have recently formed a consortium. The Port of Hood River, as the sole tolling entity in Oregon that utilizes electronic tolling and the also the only entity that will have 6c transponder protocols in place in the near future, has been asked to join the consortium.

Fred Kowell will provide an update to the consortium's goals and activities as well as some background on the Port's current and future potential roles.

**RECOMMENDATION:** Informational.

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# Commission Memo

Prepared by: Genevieve Scholl  
Date: April 4, 2017  
Re: Legislative Update



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Port Executive Director Michael McElwee, accompanied by Representative Mark Johnson and Senator Chuck Thomsen, provided testimony during a hearing of HB 2749 and HB 2750 before the House Committee on Transportation Policy on March 22. The Committee is chaired by Representative Caddy McKeown.

Miles Pengilly of Thorn Run provided the attached summary of the hearing. Dan Bates and/or Elizabeth Rumley may be available to attend the Commission meeting to provide an update on the bills' progress. In their absence, staff will be able to provide an in-depth update. For background, also attached is the latest markup of HB 2749 that includes edits provided by Port consultant Steve Siegel, in response to requested edits from ODOT.

**RECOMMENDATION:** Informational.

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## House Transportation Policy 3/22

### **HB 2749 – Concurrent Public Hearing (PoHR)**

*Directs Port of Hood River, in collaboration with Department of Transportation, to study feasibility of replacing Hood River-White Salmon Interstate Bridge.*

### **HB 2750 – Concurrent Public Hearing (PoHR)**

*Modifies laws related to interstate bridges operated by local governments.*

#### **Rep. Johnson**

Hood River is rapidly growing and has great potential for economic development. The area is located along a major transportation corridor and the Hood River-White Salmon bridge is a critical part of that transportation infrastructure. The current bridge was a key part of the emergency response during the Mosier train derailment and stronger infrastructure is needed to improve future emergency responses.

#### **Sen. Thomsen**

There is a significant fruit industry and logging industry on both sides of the river in the region and the Hood River-White Salmon bridge is critical to both industries. He described how inadequate the current bridge is for large trucks moving goods across the river and how hazardous it can be for large vehicles traveling in opposite directions. He described getting the mirror on his truck knocked off by a motor home traveling in the opposite direction. He urged support for both bills.

#### **Michael McElwee, Port of Hood River**

He reports to a five-member board that recognizes the need for improved infrastructure around the state and believes that the Hood River-White Salmon should be part of a comprehensive transportation package. In 1906, a private company was authorized to build a toll bridge between Oregon and Washington, providing a future model for cooperative public-private work on public works projects. The private company ran into financial trouble in 1949, and the Port of Hood River purchased the bridge and took over its operation. The Port has invested \$50-60 million in the bridge since that time. There are only two toll bridges in the state, and both are located in Hood River County. He argued that the bridge should be replaced because its sufficiency rating is below 50, its bicycle and pedestrian provisions are inadequate, and the bridge would suffer catastrophic failure in the event of a Cascadia Subduction Zone earthquake. The bridge also presents the most significant hazard to barges shipping goods down the Columbia River and the biggest transportation bottleneck in the region. HB 2749 and HB 2750 represent the next steps in the process of replacing the bridge. The stakeholders in Washington State are also invested in replacing the bridge. The bridge has been named in the FAST Act, a FASTlane application has been submitted, and some preliminary feasibility studies have been completed.

HB 2749 and HB 2750 opens the door as wide as possible to consider all options for funding the bridge. Funding the bridge with exclusively public money is possible but challenging, and funding it with a combination of public and private money may be the best option. ODOT has expressed uncertainty about whether the \$5 million request in the bill is sufficient to pay for the EIS and geotechnical assessment. The Port of Hood River recognizes this possibility and pledges to cover any cost in excess of this \$5 million.

**Rep. Vial:** He is curious about the tolling aspect. Have the tolling software systems that would be used already been identified?

**McElwee:** We are currently in the process of that. The new system should be ready by July

**Vial:** Do you think the system you are setting up could also be used elsewhere in the state if we decided to toll other bridges

**McElwee:** Yes, the system is very scalable once you set it up. The Port is the expert in the state on this tolling software and would be happy to consult on its implementation elsewhere

#### **Scott Boardman, West Coast Infrastructure Exchange**

His organization is a nonprofit that consults on public infrastructure projects and public-private partnerships. They are supportive of HB 2749 and could consult on the design of a public-private partnership to fund the bridge.

**Chair McKeown:** We have heard testimony from the West Coast Infrastructure Exchange in recent sessions and Treasurer Read is a former board member. This organization is familiar to many legislators.

**Rep. Vial:** How is your organization funded?

**Boardman:** By the legislatures of Oregon, Washington and California.

#### **Paul Mather, ODOT**

Testified about the importance of having clear roles and responsibilities in projects of this magnitude. ODOT is clear about their roll, but their desire is to have a minor roll and allow the Port of Hood River to be the lead on the project. They are working with the Port to keep ODOT's role a minimum and further clarify their role.

**Chair McKeown:** Do you have an amendment to the bill?

**Mather:** We had a productive conversation yesterday and are current working on specific language.

**Rep. Vial:** Why do you need to include the details of rolls and responsibilities in the bill? Can't you work that out with the Port after these bills pass?



**Mather:** ODOT has concerns about statute requiring them to have larger role in the project than they or the Port would like.

**Rep. Vial:** Expressed interest about being involved in future discussions about the role ODOT in the project.

**Chair McKeown closed the public hearing on both bills.**

-----

Miles Pengilly  
Legislative Associate  
Thorn Run Partners  
[mpengilly@thornrun.com](mailto:mpengilly@thornrun.com)  
[\(503\) 816-9129](tel:(503)816-9129)

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Portland, Oregon 97205  
[www.thornrun.com](http://www.thornrun.com)

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# House Bill 2749

Sponsored by Representative JOHNSON, Senator THOMSEN

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Directs Port of Hood River, in collaboration with Department of Transportation, to study feasibility of replacing Hood River-White Salmon Interstate Bridge. Directs department to enter into grant agreement with port to ~~reimburse~~ fund port for expenses of study.

Authorizes issuance of \$5 million in lottery bonds to finance study.

Establishes Hood River Bridge Study Fund. Continuously appropriates moneys in fund to Department of Transportation for specified purposes.

Declares emergency, effective on passage.

## A BILL FOR AN ACT

1 Relating to the Hood River-White Salmon Interstate Bridge; and declaring an emergency.

2 Be It Enacted by the People of the State of Oregon:

3 **SECTION 1.** (1) The Port of Hood River shall, ~~in collaboration with the Department of~~  
4 ~~Transportation,~~ conduct a study of the feasibility of replacing the Hood River-White Salmon  
5 Interstate Bridge. The study must evaluate:  
6

7 (a) Environmental impacts;

8 (b) Engineering requirements and design and construction options;

9 (c) Costs and financing options; and

10 (d) Project delivery methods and schedules.

11

(2) The port, ~~in collaboration with the department,~~ shall report the findings of the study  
12 to the interim committees of the Legislative Assembly related to transportation no later  
than December 31, 2018. The report must include recommendations for the next steps to be  
taken toward funding and constructing a replacement bridge.

13 **SECTION 2.** The Port of Hood River and the Department of Transportation shall, as soon as  
practicable but no later than December 31, 2017, enter ~~into an grant a grant~~ agreement  
that:

14 (1) Outlines methods by which the port ~~and the department will collaborate to~~ conduct  
the study described in section 1 of this 2017 Act;

15 (2) Outlines the project development work necessary for the study;

(3) Provides that the department will ~~issue grants to the port to reimburse~~ ~~disburse to~~  
16 the port ~~an amount of \$5 million for to pay for costs and expenses incurred in conducting~~  
of the study; ~~this disbursement shall be made within 60 days from the date on which the~~  
lottery bonds described in Section 3 of this 2017 Act are issued, ~~including expenses incurred~~  
before the ~~proceeds~~

17

~~of the lottery bonds authorized in section 3 of this 2017 Act are disbursed, contingent on~~  
satisfactory progress and documentation by the port and subject to applicable law and any  
pertinent bond requirements; and

18 (4) ~~Reimbursements may not be made prior to~~ Establishes a schedule for grant  
payments that begins payments as soon as practica-

19 ble after the grant agreement is executed or after lottery bonds authorized under section 3  
20 of this 2017 Act are issued, whichever is later.

21 **SECTION 3.** (1) For the biennium beginning July 1, 2017, at the request of the Depart

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted. New sections are in **boldfaced** type.

1 ment of Transportation, the State Treasurer is authorized to issue lottery bonds pursuant  
2 to ORS 286A.560 to 286A.585 in an amount that produces \$5 million in net proceeds and in-  
3 terest earnings for the purposes described in subsection (2) of this section, plus an additional  
4 amount estimated by the State Treasurer to be necessary to pay bond-related costs.

5 (2) Net proceeds of lottery bonds issued under this section in an amount sufficient to  
6 provide \$5 million in net proceeds and interest earnings must be transferred to the Depart-  
7 ment of Transportation for deposit in the Hood River Bridge Study Fund, established in  
8 section 4 of this 2017 Act, to be used for the purposes described in section 4 of this 2017 Act.

9 (3) Lottery bonds authorized under this section must be issued no later than June 30,  
10 2018.

11 (4) The Legislative Assembly finds that the Hood River-White Salmon Interstate Bridge  
12 is a vital component in the economy of the Hood River region due to its essential role in the  
13 movement of consumers and freight, and that replacement of the bridge will lead to in-  
14 creased business in the Hood River region and improved freight mobility. The Legislative  
15 Assembly thereby finds that the use of lottery bonds will create jobs and facilitate and en-  
16 courage economic development.

17 SECTION 4. (1) The Hood River Bridge Study Fund is established in the State Treasury,  
18 separate and distinct from the General Fund. Interest earned by the Hood River Bridge  
19 Study Fund shall be credited to the fund. The fund consists of moneys deposited into the fund  
20 under section 3 of this 2017 Act and may include moneys appropriated, allocated, deposited  
21 or transferred to the fund by the Legislative Assembly or otherwise and interest earned on  
22 moneys in the fund.

23 (2) Moneys in the fund are continuously appropriated to the Department of Transporta-  
tion to be used:

24 (a) To ~~reimburse issue grants to~~ **issue grants to** the Port of Hood River under  
the ~~grant grant~~ agreement described in  
25 section 2 of this 2017 Act; and

26 (b) To pay for expenses incurred by the department in complying with sections 1 and 2  
of this 2017 Act.

27 SECTION 5. This 2017 Act being necessary for the immediate preservation of the public  
28 peace, health and safety, an emergency is declared to exist, and this 2017 Act takes effect  
on its passage.

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# Commission Memo



Prepared by: Michael McElwee  
Date: April 4, 2017  
Re: Bridge Inspection Agreement

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Based on the National Bridge Inspection Standards (NBIS) section 650.307(a), the Oregon Department of Transportation (ODOT) is required to carry out inspections services on all public highway bridges within the State of Oregon.

The Port entered into a 10-year agreement with ODOT in September of 2006 to enable ODOT to carry out its inspection responsibilities. These primarily entail fracture critical and underwater inspections every two years, and sufficiency ratings.

The attached Intergovernmental Agreement for Statewide Bridge Inspections is nearly identical to the 2006 agreement and, if approved, would cover a 10-year period through April, 2027.

If the Port were responsible for carrying out the required inspections, the total cost would likely exceed several hundred thousand dollars.

**RECOMMENDATION:** Authorize Intergovernmental Agreement with the Oregon Department of Transportation for Inspection, Reporting and Load Rating Services on the Hood River/White Salmon Bridge.

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**INTERGOVERNMENTAL AGREEMENT  
STATEWIDE BRIDGE INSPECTIONS**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON acting by and through its Oregon Department of Transportation, hereinafter referred to as "ODOT;" and THE PORT OF HOOD RIVER acting by and through its Executive Director, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The Code of Federal Regulations (CFR), Title 23 – Highways, Part 650 – Bridges, Structures, and Hydraulics, Subpart C – National Bridge Inspection Standards (NBIS), Section 650.307(a) makes each State Transportation Department responsible for inspecting, reporting, and load rating all highway bridges that are located on a public road within the boundaries of the State.
3. As used in this Agreement, NBIS criteria is defined as a bridge twenty (20) feet or longer and located on a public road.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. In order to ensure that the State of Oregon remains in full compliance with the NBIS criteria, ODOT shall perform bridge inventory, inspection, load rating, and reporting tasks to FHWA on behalf of Agency, hereinafter referred to as "work tasks."
2. ODOT will use Federal Highway Bridge Rehabilitation and Replacement Program (HBRR) funds and shall be responsible for the required matching funds. ODOT will inventory, inspect, load rate and report on the entire length of each structure, at no cost to Agency. (Exhibit A)
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate 10 years from the date of final execution. This Agreement may be modified by mutual consent of the Parties and upon execution of amendments to this Agreement stating said modifications.

**AGENCY OBLIGATIONS**

1. Agency hereby grants ODOT the right to enter onto and occupy Agency right of way within the Project limits for the performance of work tasks.

ODOT/Agency  
Agreement No. 32036

2. Agency shall continue to maintain responsibility for monitoring the condition of their bridges and determining the appropriate course of action associated with the administration of their bridge program.
3. Agency shall be responsible for the review of the inventory, inspection, and maintenance recommendation reports (reports) located on ODOT's Internet Bridge Inspection Web Site.
4. Agency shall be responsible for handling deficiencies identified in reports as requiring urgent action, as defined in the ODOT Element Coding Guide.
5. Based upon the bridge maintenance recommendations and the load rating calculations identified in the reports, it will be Agency's full responsibility to decide upon the corrective actions to be taken regarding repair or rehabilitation.
6. Agency shall provide ODOT with a repair report that is a clear narrative description of all structural repairs performed on the bridge and supported by photo documentation, if repair is readily accessible and visible, in an electronic format, within ninety (90) days of completion of the repair work. It will not be necessary for Agency to provide ODOT with a description of or documentation about minor repairs or preventative bridge maintenance activities.
7. Agency is required to provide a staff member to work directly in the field with ODOT Bridge Section personnel, so the bridges that meet the NBIS criteria can be located, and the work tasks performed by ODOT.
8. Agency shall, when possible, locate and provide a copy of original bridge plans.
9. In addition to maintaining a bridge file that contains a hard copy of each previous bridge inspection, Agency will also create a bridge maintenance file that will contain records for all repair work performed over the lifetime of the bridge. The bridge maintenance file will retained through the lifetime of the bridge.
10. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
11. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

ODOT/Agency  
Agreement No. 32036

12. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from ODOT.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. Agency's Project Manager for this Project is Michael McElwee, Port Of Hood River Marina Building Office, 1000 E. Port Marina Drive, Hood River OR 97031 Phone: (541) 386-1645, Email: [mmcelwee@portofhoodriver.com](mailto:mmcelwee@portofhoodriver.com) or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **ODOT OBLIGATIONS**

1. ODOT shall perform the work tasks on bridges under the jurisdiction of Agency that meet the NBIS criteria.
2. Following the completion of work tasks, ODOT will place official hard copies of the bridge inventory, inspection and load rating reports in the bridge file. The inspection report will be signed by the designated bridge inspection team leader and the load rating report will be signed and stamped by the designated engineer of record.
3. ODOT or the assigned bridge inspection consultant company will notify the Agency Contact at least 10 days prior to the work tasks being performed, so Agency staff is available to actively participate in the work tasks. ODOT will obtain an access permit from Agency before entering onto any bridges or Agency right of way.
4. ODOT will provide Agency with a security code access to the Internet Bridge Inspection Web Site, so that Agency can obtain copies of inventory, inspection, and maintenance recommendation reports. ODOT will provide official training in a classroom setting for Agency to learn how to access the Internet Bridge Inspection Web Site, and how to interpret inspection reports and the load rating summary sheet.
5. ODOT will be responsible for ensuring that the work task data is correct, prior to compiling and submitting the work task data to FHWA.

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6. ODOT will be responsible for performing a Quality Assurance Review of the work tasks in accordance with the NBIS provisions and ODOT's bridge inspection and load rating guidelines.
7. ODOT shall provide recommendations, as contained in the body of the routine bridge inspection report, to Agency for maintenance, repairs or follow-up inspections. Recommendations shall be recorded on the Bridge Inspection Report. Maintenance and repair recommendations shall identify the deficient bridge element or problem, an action for its correction or monitoring and a priority. Deficiencies identified as substantially endangering the load capacity of the bridge or public safety shall be identified as requiring urgent action and must be handled by Agency in accordance with the instructions under "Bridges with Critical Structural Deficiencies".
8. ODOT's Project Manager for this Agreement is Craig Shike, ODOT Bridge Operations and Standards Managing Engineer, 4040 Fairview Industrial Dr. SE MS #4, Salem, OR 97302; 503-986-3323, [Craig.L.SHIKE@odot.state.or.us](mailto:Craig.L.SHIKE@odot.state.or.us), or assigned designee upon individual's absence.
9. ODOT's Team Leader for this Agreement is Jeff Swanstrom, Senior Bridge Engineer; 4040 Fairview Industrial Dr. SE MS #4, Salem, OR 97302; 503-986-3337, [Jeff.SWANSTROM@odot.state.or.us](mailto:Jeff.SWANSTROM@odot.state.or.us), or assigned designee upon individual's absence.

## GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
2. ODOT may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by ODOT, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within 10 days or such longer period as ODOT may authorize.
  - c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

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- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the

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same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. Both Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, both Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**SIGNATURE PAGE BELOW**



ODOT/Agency  
Agreement No. 32036

**PORT of HOOD RIVER** by and through its  
Executive Director

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Counsel

Date \_\_\_\_\_

**Agency Contact:**

Michael McElwee  
Executive Director  
1000 E. Port Marina Drive  
Hood River OR 97031  
Phone : (541) 386-1645  
Email: [mmcelwee@portofhoodriver.com](mailto:mmcelwee@portofhoodriver.com)

**ODOT Contact:**

Jeff Swanstrom, PE  
Senior Bridge Inspector  
4040 Fairview Industrial Drive SE  
Salem OR 97302  
Office: (503) 986-3337  
Pager: (503) 373-2936  
Cell: (503) 302-7998  
Email: [jeff.swanstrom@odot.state.or.us](mailto:jeff.swanstrom@odot.state.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Technical Services Manager/Chief  
Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
State Bridge Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Bridge Operations and Standards  
Managing Engineer

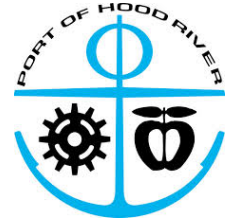
Date \_\_\_\_\_

EXHIBIT A





# Commission Memo



Prepared by: Anne Medenbach  
Date: April 4, 2017  
Re: Hood River Soaring Concession

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Hood River Soaring is a 501(c)3 corporation that provides glider rides, instruction and services. The Port executed a short term concession agreement with them in 2016 to provide such services at the Airport. Hood River Soaring had a successful season and has grown its club membership from 0 to 37, and hopes to host 120 scenic rides this season.

Changes to this year's Concession Agreement include:

1. Operational season extended to allow year-round operation. They would like to be able to fly any time the weather is good.
2. Increase the concession amount from \$300 to \$500.

Staff anticipates an amendment to this agreement in the coming months that will change the location for glider operations during construction of the south taxiway. That location and tasks to prepare the site are being finalized now. For the time being, the gliders can remain in their usual location. Port Ordinance 23 is included in the lease, but only by reference (except for Exhibits B,C, and D) in this packet, for the purpose of saving paper.

**RECOMMENDATION:** Approve concession with Hood River Soaring for glider operations 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 a 501 ( c ) ( 3 ) Oregon non-profit Corporation (“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”), and in return for this grant of a 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 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;
3. requiring any employee, agent or other person in any way affiliated with Operator to possess a valid, appropriate Federal Aviation Administration (“FAA”) commercial license when engaging in commercial flight activity.

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 March 30, 2018 unless terminated earlier by the Port pursuant to Section V 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, 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 seven gliders and one tow plane 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 VII 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. FAA REQUIREMENTS

For purposes of this paragraph VII Operator shall be described as a "lessee".

- A. Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on or at the premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits ("facilities"), Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

1. Lessee shall comply with any FAA policies, rules or requirements, including FAA grant requirements, applicable to the Port, Airport or Lessee's activities at the Airport.

#### VIII. 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 V, 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.

#### IX. 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.

X. 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 VIII 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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:

Hood River Soaring c/o Paul Woolery  
3301 Kollas Road\_  
Hood River, OR 97031

XVI. 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.

XVII. GOVERNING LAW.

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

XVIII. 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.

XIX. 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.

XX. 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.

XXI. AUTHORITY TO EXECUTE.

Each of the persons executing this Agreement represents and warrants that they he/she have the authority to execute this Agreement on behalf of, and to bind, the entity they purport to represent, and agrees to indemnify and hold the other party harmless in the event such authority is found lacking.

**XXII. 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.

**XXIII. 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\_\_.

HOOD RIVER SOARING

PORT OF HOOD RIVER

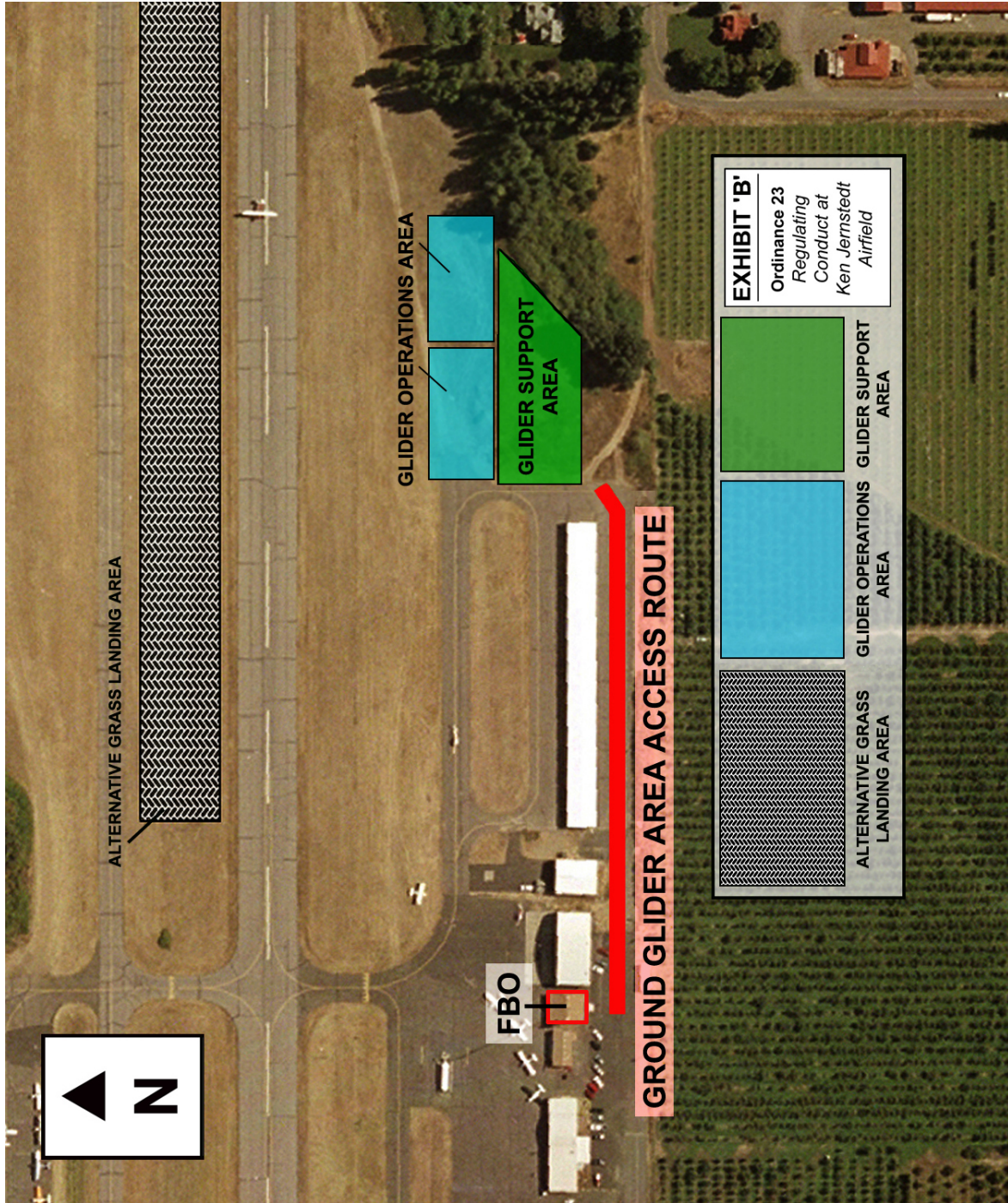
\_\_\_\_\_  
Paul Woolery, President

\_\_\_\_\_  
Michael McElwee, Executive Director

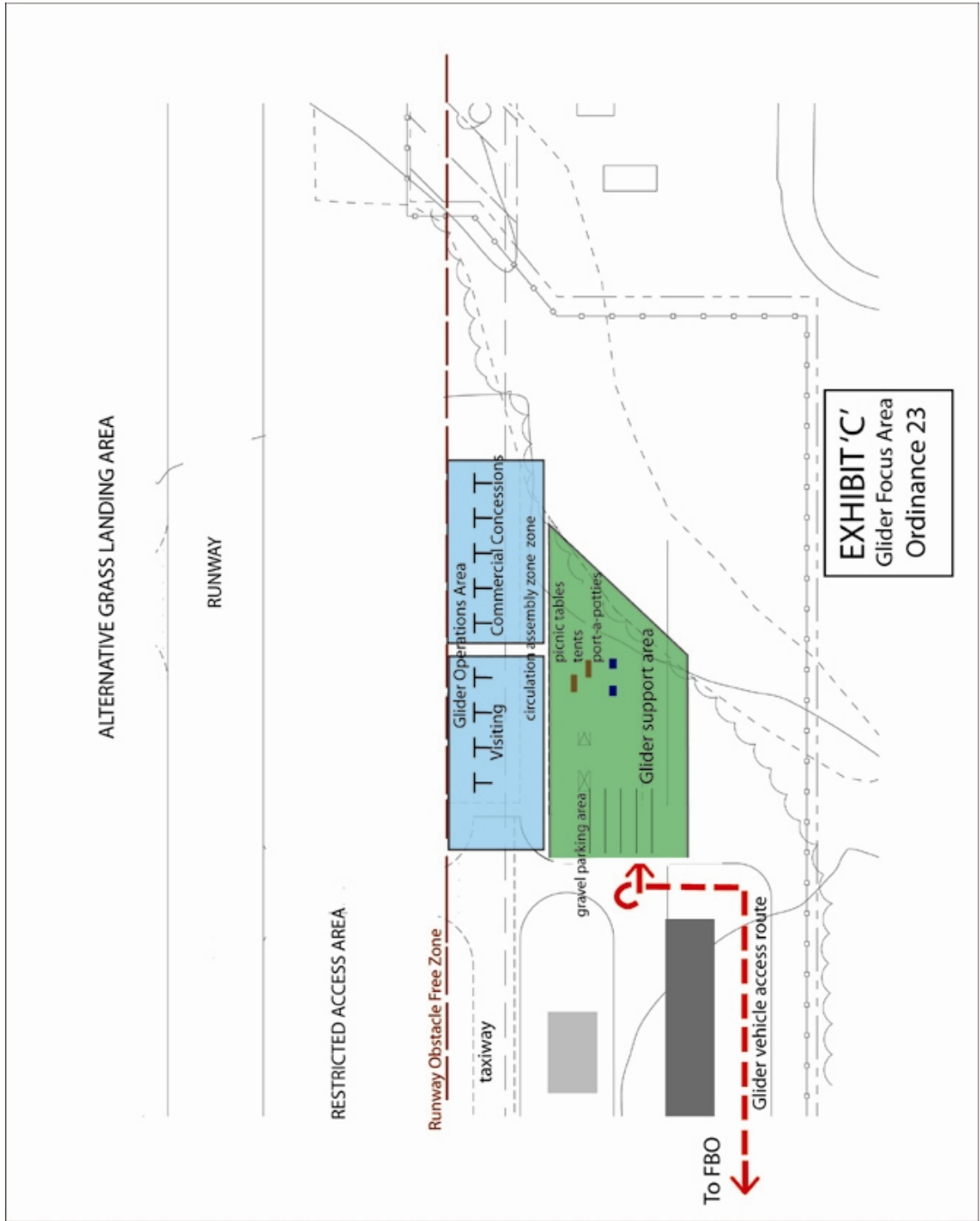




**ORDINANCE 23 EXHIBIT 'B'**  
**Glider Support Area Map**



**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 Classic Wings Aero Services, Inc., the airport's fixed base operator.

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

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

Pilots may use this building at any time during posted public hours for flight planning. Local telephone calls are allowed with the permission of Classic Wings Aero Services' 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. Classic Wings Aero Services 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 Classic Wings Aero Services one week prior to desired meeting time. The date, time and estimated number of attendees must be provided when scheduling meetings.

Classic Wings 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.

Classic Wings Aero Services may be reached at (541) 386-1133

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Glider Concession Agreement

Hood River Soaring

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

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

## HOOD RIVER SOARING BUSINESS MODEL

**Net revenue calculated for July - October at 40 rides per month**

Average charge per ride	\$190.00	
less average towing fee	\$60.00	
less pilot fee	\$20.00	
Net per ride	\$110.00	
40 rides per month @ \$110	\$4,400.00	
		(monthly prorated at \$3320
less insurance	\$280.00	annually)
		(calculate d as \$600 divided by
less transportation	\$150.00	4 months)
		(calculate d as \$167 divided by
less full concession fee	\$41.75	4 months)
Subtotal	\$3,928.25	
less lease charge	\$2,000.00	
Net revenue per month	\$1,928.25	

**"Break even" calculated for  
July - October with NO  
concession fee**

9 rides per month @ \$110	\$990.00	
		(monthly prorated at \$3320
less insurance	\$280.00	annually)
		(calculate d as \$600 divided by
less transportation	\$150.00	4 months)
no concession fee	\$0.00	
Subtotal	\$560.00	
less lease charge	\$500.00	
Net revenue per month	\$60.00	

# Commission Memo



Prepared by: Fred Kowell  
Date: April 4, 2017  
Re: Annual Eventsite Parking Fees

In the table below are the parking fees that have been charged over the last three years. After some deliberation, staff is recommending a \$1 increase in daily parking passes, while increasing annual passes by \$10 and \$25 for preseason and regular season, respectively. Oversized parking will increase by \$5 for both preseason and regular season.

The increases in parking fees are in line with the parking study that was discussed before the Board which included off-street parking. We are only considering the Eventsite parking as of now.

	Daily	Oversize	Annual	Annual Over	Weekly	Weekly	School	2nd Car	Instructor	Total
2017 Prices	\$8	\$20	\$70/\$100	\$140/\$180	NA	NA	NC	\$40	\$ 40.00	
2016 Prices	\$7	\$15	\$60/\$75	\$135/\$175	NA	NA	NC	\$40	\$ 37.50	\$ 101,580
2015 Prices	\$7	\$15	\$60/\$75	\$135/\$175	NA	NA	NC	\$40	\$ 35.00	\$ 111,968
2014 Prices	\$5	\$15	\$50/\$65	\$125/\$150	NA	NA	NC	\$30	\$ 32.00	\$ 77,224

**RECOMMENDATION:** Approve the parking fee increases as stated in the table above.