



## PORT OF HOOD RIVER COMMISSION

### AGENDA

Tuesday, September 17, 2024

Port Conference Room

1000 E. Port Marina Drive, Hood River

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1. **Call to Order** – 5:00 PM
  - a. Modifications, Additions to Agenda
  - b. Public Comment (5 minutes per person per subject; 30-minute limit)
  
2. **Consent Agenda**
  - a. Approve Minutes from August 20, 2024 Regular Session (*P. Rosas, Pg. 3*)
  - b. Approve Parking Permits with Mt. Hood Meadows and Columbia Area Transit (*D. Stafford, Pg. 7*)
  - c. Approve Task Order No. 4 for \$86,500 and Task Order No. 5 for \$96,250 for engineering and design services at the Ken Jernstedt Airfield with PAE (*K. Greenwood, Pg. 21*)
  - d. Approve Contract with TruWest Entertainment for Centennial Event coordination (*G. Goss, Pg. 47*)
  - e. Approve Addendum No. 4 to Lease with Earth & Muscle in Marina East Bldg. (*K. Greenwood, Pg. 51*)
  - f. Approve Addendum No. 1 to Lease with Aletta Wilson in Marina East Bldg. (*K. Greenwood, Pg. 55*)
  - g. Approve Property Use & License Agreements with Waterfront Recreation Concessions (*D. Stafford, Pg. 59*)
  
3. **Informational Reports**
  - a. Bridge Replacement Project Update (*Michael Shannon, Pg. 85*)
  - b. Natural Hazard Mitigation Plan (NHMP) Review (*Kevin Greenwood, Pg. 97*)
  
4. **Presentations & Discussion Items**
  - a. CAT/Lot 1 Progress Presentation (*K. Greenwood, Pg. 123*)
  - b. Architectural Scoping Discussion for Administrative Offices (*K. Greenwood, Pg. 135*)
  
5. **Executive Director Report** (*K. Greenwood, Pg. 139*)
  - a. Real Estate Update – Anne Medenbach (*Pg. 145*)
  - b. Airport Report – Jeff Renard (*Pg. 151*)
  
6. **Commissioner, Committee Reports**
  
7. **Action Items**
  - a. Approve Resolution No. 2024-25-4 Establishing Procurement Rules (*K. Greenwood, Pg. 159*)
  - b. Approve Resolution No. 2024-25-5 Establishing Business Matters FY24-25 (*K. Greenwood, Pg. 191*)
  - c. Approve Resolution No. 2024-25-6 Adopting Donation Policy (*D. Smith-Wagar, Pg. 197*)
  - d. Approve Procurement for Real Estate Leasing/Sales Personal Services (*K. Greenwood, Pg. 201*)

## 8. Commission Call/Upcoming Meetings

### a. Upcoming Meetings:

1. Regular Session – September 17, 2024
2. Regular Session – October 15, 2024
3. Fall Planning/Regular Session – November 19, 2024
4. Regular Session – December 17, 2024

## 9. Confirmation of Commission Directives to Staff

## 10. Executive Session

- **Executive Session pursuant to ORS 192.660(2)(i): Performance Evaluations of Public Officers & Employees.**
  - Executive Director performance evaluation
- **Executive Session pursuant to ORS 192.660(2)(e): Real Property Transactions.**
  - Discussion of HRWSBA property needs

## 11. Possible Action

## 12. Adjourn

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

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

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

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### **Regular Session**

**PRESENT: Commissioners:** Kristi Chapman, Mike Fox, and Tor Bieker. **Staff:** Kevin Greenwood, Debbie Smith-Wagar, Daryl Stafford, Ryan Klapprich, Jeff Renard, and Patty Rosas.

**ABSENT:** Commissioner Heather Gehring, and Commissioner Ben Sheppard

**1. CALL TO ORDER:** President Kristi Chapman called the meeting to order at 5:00 p.m.

**a. Modifications, Additions to Agenda:**

1. Add Lease with Clay Commons to Consent Agenda item 2(k).

**b. Public Comment:**

1. Rick Hollatz, a Hood River resident, submitted a written public comment regarding the parking app. The Commission addressed Hollatz's concerns about the parking app and discussed additional issues related to parking and cell service in the area. As a result, the Commission directed staff to update the Port website with instructions for customers on how to take screenshots when the app is not functioning. These screenshots can be provided as evidence during dispute resolution.

**2. CONSENT AGENDA:**

- a. Approve Minutes from the July 16, 2024 Regular Session
- b. Approve a Resolution No. 2024-25-3 Celebrating the Centennial Anniversary of the Hood River Bridge
- c. Approve a No-Cost Contract Amendment with WSP for Intersection Work on Lot 1
- d. Approve a No-Cost Contract Amendment with KPFF for intersection Work on Lot 1
- e. Approve Janitorial Contract with Allied Maintenance
- f. Approval Resolution No. 2024-25-2 Updating AAC Rules and Making Appointments
- g. Approve FAA Grant Agreements and Amendments for South Apron T-Hangars and Taxi Lane Improvements
- h. Approve Lease with Hood Aero for Heli Hangar
- i. Approve Contract for \$18,920.00 with Finish Line Concrete Cutting at the Big 7 Building
- j. Approve Accounts Payable to Beery, Elsner & Hammond, LLP
- k. Approve Lease with Clay Commons in the Big 7 Building

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

**Move:** Fox

**Second:** Bieker

**Discussion:** Consent Agenda Item 2(d) - Concerns were raised regarding the funding and design of the roundabout project. The decision was made to proceed with a 60% design, with the understanding that additional funding may be required to complete the project. Staff was directed to follow up with KPFF to identify all components included in the 60% design.

**Vote:** **Ayes:** Chapman, Fox, and Bieker

**Absent:** Gehring, and Sheppard

**MOTION CARRIED**

**3. INFORMATIONAL REPORTS:**

- a. **Bridge Replacement Project Update** – Kevin Greenwood, Executive Director, noted that concerns about right-of-way issues have become increasingly significant. He recommended that the Commission hold an executive session to discuss negotiation strategies. It was also suggested that the Commission receive a presentation on Department of Transportation (DOT) regulations due to strict federal funding requirements. Additional challenges include addressing Federal Highway issues and managing funding for four key areas: building remodeling, facility relocation, mitigation land, and real estate acquisition.

**4. PRESENTATIONS & DISCUSSION ITEMS:**

- a. **New Procurement Rule Policies** – Greenwood proposed a change to the procurement policy, suggesting an increase in the Executive Director's purchase authority to \$250,000 for all budgeted projects and up to \$75,000 for other contracts. The goal is to streamline the procurement process, reduce delays, and enhance efficiency. However, the Commission raised concerns about maintaining oversight and the responsibility of elected officials to ensure responsible spending. After discussion, the Commission reached a consensus to set the Executive Director's purchase authority at \$20,000, with an annual policy review.

The Commission also agreed to review the scope of work for procurements exceeding \$250,000 before they are released. Additionally, all change orders not related to the budget, especially those involving scope changes and schedule adjustments, will require board approval. Finally, any surplus property must be auctioned or offered to the public without preference to Port employees. An updated procurement policy will be presented to the Commission for approval at the next meeting.

5. **EXECUTIVE DIRECTOR REPORT:** Greenwood reported that the Oregon Department of Transportation's Fracture Critical Report is expected to be released soon. The Hood River Museum has expressed interest in hosting an appreciation breakfast for the Port, and site plan applications for the Waterfront parking lot have been submitted to the City of Hood River. The insurance process for the emergency bridge repair is still underway. Furthermore, the FEMA BRIC Direct Technical Assistance grant application was not successful. Greenwood noted that the agreement with American Cruise Lines is set to expire in February 2025. Commissioner Fox emphasized the importance of reviewing cruise routes to avoid conflicts with the Bridge Replacement Project. Lastly, it was reported that PSquare has been acquired by Neology.

**6. COMMISSIONER, COMMITTEE REPORTS:**

- a. Commissioner Fox highlighted the upcoming Joint Transportation Committee (JTC) meeting on September 13, stressing the need to convey to the JTC that the condition of the current bridge is deteriorating, making the new bridge project essential. Greenwood and Commissioner Chapman will attend the meeting to advocate for the Bridge Replacement Project and Lot 1 Transportation Improvements
- b. Commissioner Chapman announced that the Centennial Bridge Celebration is progressing, with Gretchen Goss leading the coordination efforts. A timeline for the event will be released soon. The discussion also covered the license plates initiative and the 501(c)(3), which aims to help close the funding gap for the airport and public recreation spaces while providing transparency for donors.

**7. ACTION ITEMS:** None

**8. COMMISSION CALL:**

- a. Commissioner Chapman introduced Jeff Renard as the Airport Manager. There was enthusiasm for the new equipment that will help in tracking airport usage, particularly for grants and revenue generation. Jeff Renard and the team are working on land use agreements with firefighting agencies, ensuring they pay when using the airport. The Commission authorized Renard to sign revenue contracts for the 2024 fire season, providing him with the flexibility to manage these agreements effectively.

**Motion:** Move to authorize the contracted airport manager to approve land use revenue agreements for the 2024 fire season.  
**Move:** Bieker  
**Second:** Fox  
**Discussion:** None  
**Vote:** **Ayes:** Chapman, Fox, and Bieker  
**Absent:** Gehring, and Sheppard  
**MOTION CARRIED**

**9. UPCOMING MEETINGS:** No Discussion

**10. CONFIRMATION OF DIRECTIVES:**

- a. Staff to update the Port website with instructions for customers on how to take screenshots when the parking app is not functioning.
- b. Staff was directed to follow up with KPFF related to the Amendment to identify all components included in the 60% design.

**11. EXECUTIVE SESSION:** President Kristi Chapman recessed Regular Session at 6:30 p.m. to call the Commission into Executive Session under ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees.

**12. POSSIBLE ACTION:** The Commission was called back into Regular Session at 6:55 p.m. No action was taken as a result of Executive Session.

**13. ADJOURN:** The meeting was adjourned by unanimous consent at 6:55 p.m.

**ATTEST:**

\_\_\_\_\_  
Kristi Chapman, President

\_\_\_\_\_  
Michael Fox, Secretary

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# Commission Memo



Prepared by: Daryl Stafford  
Date: September 17, 2024  
Re: Event Site Seasonal Parking Agreements  
Mt Hood Meadows & Columbia Area Transit (CAT)

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In 2016, the Port entered into temporary use agreements with Mt. Hood Meadows to allow winter parking at two waterfront locations. These are:

**Event Site:** This parking permit is valid for weekends and holidays over the winter and into mid-Spring. Skiers may park private vehicles in the Event Site parking lot and board buses for free transport to Mt. Hood Meadows Ski Area. There are multiple round trips back and forth during each day of operations.

**Portway Avenue:** The south side of Portway Ave, in front of the Event Site is made available for overnight parking of Mt. Hood Meadows employee buses. This agreement is valid all days through mid-April depending on snow conditions and the length of the ski season.

In prior years these agreements have provided support to a major employer in Hood River County and facilitated an alternative means of transport to the mountain; reducing both vehicle congestion and carbon emissions.

Since 2020, the Port has approved similar temporary use agreements with Columbia Area Transit (CAT), who is partnered with Mt Hood Meadows and the US Forest Service to provide weekday shuttle services. Both organizations wish to enter into agreements with the Port again this 2024/2025 ski season.

Staff has reviewed Port costs associated with these agreements and has ensured that the usage fees are adequate to cover Port expenses. Staff believes these agreements are worth continuing. All four agreements are attached for Commission review.

## **RECOMMENDATION:**

MOTION to authorize Parking Permit with Mt. Hood Meadows Org., LLC. for parking use at the Event Site on weekends and holidays during the 24/25 ski season.

MOTION to authorize Parking Permit with Mt. Hood Meadows Org., LLC. for employee bus parking on East Portway Ave. during the 24/25 ski season.

MOTION to authorize Parking Permit with Columbia Area Transit. for parking use at the Event Site on weekends and holidays during the 24/25 ski season.

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PORT OF HOOD RIVER

PROPERTY USE AND LICENSE AGREEMENT

2024/2025 MT. HOOD MEADOWS EVENT SITE TO MOUNTAIN SHUTTLE

This Use and License Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Mt. Hood Meadows Oreg. LLC, a ski resort that that operates a shuttle service in Hood River County, Oregon, (“Grantee”), and the Port of Hood River, an Oregon municipal corporation (“Port”). Each party is individually referred to as “Party” and collectively referred to as “Parties”.

Recitals

WHEREAS, The Port owns property known as the Port Waterfront Event Site parking lot located at East Portway Avenue, Hood River, OR, more particularly described in Exhibit “A”, attached and incorporated into this Agreement (“Parking Lot”); and

WHEREAS, Grantee desires to use the Parking Lot for the Mt. Hood Meadows seasonal park and ride shuttle service; and

WHEREAS, the Port desires to permit Grantee’s use of the Parking Lot, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. LICENSE- The Port grants to Grantee a temporary, limited, revocable, and non-transferrable license to use the Parking Lot for the use identified in Section 2 for the duration of the Use Dates.
2. USE- Grantee may use the Parking Lot for the Mt. Hood Meadows Event Site to mountain seasonal park and ride shuttle service during the Use Dates, subject to the terms of this Agreement and applicable statutes, ordinances and rules.
3. USE DATES- Grantee may use the Parking Lot pursuant to this Agreement on the following days and times (“Use Dates”):
  - **December 25-31, 2024**
  - **Saturdays and Sundays in January plus January 20, 2025 (MLK Day)**
  - **Saturdays and Sundays in February plus February 17, 2025 (Pres. Day)**
  - **March 8, 9, 15, 16, 22, 23, 29, and 30, 2025**

Lot #1 Parking Lot Permit will be valid for Meadows employees only for the following the permit days:

- **April 25, 26, 27, 2025**
- **May 2, 3, 4, 2025**

4. FEES- The fee for the Parking Lot use for the duration of the Use Dates will be **\$750**, which Grantee will pay to the Port in full no later than **December 31, 2024**. All fees are payable to the Port of Hood River and must be sent to the Office of the Port attention Finance Department, located at 1000 E Port Marina Dr., Hood

River, OR 97031. Late payments shall bear interest thereon from the date due until paid at the rate of 20% per annum.

5. SITE AND PARKING PLANS- Grantee's employees may leave personal vehicles overnight on the Parking Lot or Lot #1 in the approved Site and Parking Plan as set forth in Exhibit "A" on Permit Days when necessary due to circumstances such as weather conditions or engine trouble. Any such vehicles should be parked on the south edge of the Parking Lot, or a Port citation may be issued.
6. CONDITIONS- The parties further agree to the following terms and conditions in connection with Grantee's use of the Parking Lot:
  - a. Grantee may post temporary, low-impact (sandwich board) signage designating the Parking Lot as a park and ride during the Use Dates. Grantee shall not display any other advertising signs without the Port's prior consent.
  - b. To the extent reasonably possible, Grantee shall refer to the "Port of Hood River Event Site" in flyers or electronic communication advertising or promoting Grantee's use of the Parking Lot.
  - c. Grantee agrees to promptly remove any debris caused by or related to Grantee's use of the Parking Lot and to keep the area in a clean condition for the term of this Agreement. The Port shall provide standard garbage services to the Parking Lot. Should Grantee require additional garbage services during the term of this Agreement, the Port shall evenly split the cost of additional garbage services between Grantee and any other organization contractually permitted to utilize the Parking Lot during the Use Dates.
  - d. Upon completion of the Use Dates, Grantee shall ensure that the Parking Lot is returned to as good of a condition as it was in upon the Effective Date, ordinary wear and tear excepted. Grantee shall repair any damages to Parking Lot caused by Grantee's activities, including snow plowing, as requested by Port.
  - e. Grantee shall comply with any conditions imposed by the City of Hood River or County of Hood River applicable to Grantee's activities at the Parking Lot. Failure to comply with those conditions will lead to the revocation of this Agreement.
  - f. Grantee acknowledges that the Port makes no representations regarding the accessibility of vehicular ingress or egress routes or parking spaces during the Use Dates due to snow, ice or other weather conditions. The Port will not be responsible for plowing or sanding of any part of the Parking Lot or Parking Lot entrance areas.
  - g. Grantee acknowledges that the existing restroom facility near the Parking Lot will be closed during the Use Dates. However, the Port shall maintain a temporary restroom located in front of the Event Site restroom, at Grantee's expense, for Grantee's use during the Use Dates. Grantee is responsible for scheduling and contracting cleaning directly with portable restroom company.
  - h. Grantee acknowledges that the Port has implemented Pay-To-Park areas near and in the Parking Lot. This Agreement allows Grantee's customers and guests to park without paying for the Pay-To-Park fee in the specified location of the Parking Lot for the Use Dates. Street parking or parking in any other location besides the Parking Lot is not included in this Agreement and regular fees apply to those locations. It is the responsibility of the Grantee to communicate with guests regarding the areas that they are allowed to park at no charge.

- i. The Port reserves the right, in the Port's sole discretion and at any time to require Grantee to cease operations for a specified period, to change Grantee's permitted hours of operation, to change Grantee's location of operation, to require removal or concealment of signs or other advertising used by Grantee, and to restrict or prohibit the sale of any product by Grantee at the Parking Lot. The Port will provide fourteen (14) days' notice prior to any change to this effect.
7. **INSURANCE-** Grantee agrees to a) pay for and maintain Commercial Automobile Coverage, b) comprehensive business liability insurance policy with a company or companies satisfactory to the Port with **insurance limits of a minimum of \$1,000,000**, c) name the Port as additional insured, and d) provide to the Port proof of insurance upon the Effective Date and for the duration of the term.
8. **INDEMNITY-** Grantee shall indemnify, defend, and hold the Port, its Commissioners, officers, employees, agents, and volunteers harmless from any claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent arising from or related to the Agreement or arising from or related to any act of Grantee or Grantee's agents, contractors, employees, invitees, licensees, or volunteers in or about the Parking Lot.
9. **TERMINATION-** This Agreement can be terminated immediately by the Port, upon written notice of said termination, for the following reasons: (1) failure to pay the Port within 30 days of the payment due date stated in Section 5 of this Agreement; (2) failure by Grantee to observe or perform any other provision of this Agreement; or 3) due to fire, hazardous conditions, threat to public safety and other unplanned acts of nature or circumstances beyond either Party's reasonable control that materially impact the use of the Parking Lot. In addition, the Port may revoke this Agreement at its discretion with fourteen (14) days prior notice of its intent to do so, and in such a case, neither Grantee, nor any third party, shall have the right to claim damages of any kind resulting from the cancellation, or compensation by the Port. If the Port terminates this Agreement at its discretion for convenience, the Grantee will be refunded a prorated amount of the cost of the Agreement yet unperformed. Grantee may terminate this Agreement for convenience with thirty (30) days written notice to the Port. If Grantee terminates this Agreement for convenience, Grantee will be responsible for any costs that were accrued by Port in service of this Agreement prior to Grantee's written request for termination.
10. **ATTORNEY'S FEES-** If either Party incurs attorney's fees (including attorney's fees incurred in any bankruptcy or administrative proceeding or in any appeal) as a result of a breach or default under the terms of this Agreement by the other Party, the Party incurring attorney's fees shall be entitled to reimbursement.
11. **MISCELLANEOUS-** Neither Party is to be considered an agent or employee of the other. This Agreement shall be governed by the laws of the state of Oregon without regard to conflict of law principles. Both Parties waive their right to a jury trial in the event of a conflict under this Agreement. This Agreement is intended both as the final expression of the agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties. If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

GRANTEE:

PORT OF HOOD RIVER:

Ann Gilbert, Transportation Manager  
Mt. Hood Meadows Org., LLC  
14040 Hwy 35  
Hood River, Oregon 97031  
(503) 337-2222 x 1308  
[ann.gilbert@skihood.com](mailto:ann.gilbert@skihood.com)

Kevin M. Greenwood, Executive Director  
Port of Hood River  
1000 E. Port Marina Dr.  
Hood River OR 97031  
(541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

*If an individual is signing on his or her own behalf, that person shall be considered the "Grantee". If a person is signing on behalf of an organization, corporation, or other public or private entity, the entity shall be considered the "Grantee". If a person is signing on behalf of an organization, corporation, or other public or private entity, that person warrants that they have the right to sign for and bind the organization, corporation, or other public or private entity under this Agreement. Any person who signs this Contract for an organization, corporation, or other public or private entity without authority to bind the organization shall be considered the "Grantee" and shall be personally liable for the performance of the terms of this Agreement.*

**Exhibit "A" Site Plan- Event Site Parking Lot & Bus Stop**



PORT OF HOOD RIVER

**PROPERTY USE AND LICENSE AGREEMENT**

**2024/2025 MT. HOOD MEADOWS BUS PARKING**

This Use and License Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Mt. Hood Meadows Oreg. LLC, a ski resort that operates an employee transportation bus shuttle service in Hood River County, Oregon, (“Grantee”), and the Port of Hood River, an Oregon municipal corporation (“Port”). Each party is individually referred to as “Party” and collectively referred to as “Parties”.

**Recitals**

WHEREAS, The Port owns property known as East Portway Avenue, Hood River, OR, street parking located to the south of the Event Site Parking Lot at more particularly described in Exhibit “A”, attached and incorporated into this Agreement (“Street Parking”); and

WHEREAS, Grantee desires to use the Street Parking for the Mt. Hood Meadows seasonal employee transportation bus shuttle service; and

WHEREAS, the Port desires to permit Grantee’s use of the Street Parking, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreement**

1. LICENSE- The Port grants to Grantee a temporary, limited, revocable, and non-transferrable license to use the Street Parking for up to FIVE buses (no more than FOUR large buses at one time) identified in Section 2 for the duration of the Use Dates.
2. USE- Grantee may use the Street Parking for the Mt. Hood Meadows seasonal employee bus transportation shuttle service during the Use Dates, subject to the terms of this Agreement and applicable statutes, ordinances and rules.
3. USE DATES- Grantee may use the Street Parking pursuant to this Agreement on the following days and times (“Use Dates”):
  - **November 15, 2024 through April 10, 2025** parking will be allowed on Portway Avenue between North 1<sup>st</sup> and North 2<sup>nd</sup> Streets (“Use Area”). Parallel parking adjacent to the south curb is permissible in that location as described in Exhibit “A”. Employee and/or guest vehicles parked along the southern border of the Event Site parking will not be ticketed during the term. The parking of buses in the Event Site parking lot overnight is not permitted.
  - **April 11, 2025 through May 5, 2025** parking of buses will be allowed at the south end of Lot #1 as described in Exhibit “A”. Employee vehicles parked at the south end of Lot #1 will not be ticketed during the term.

4. FEES- The fee for the Street Parking use for the duration of the Use Dates will be **\$675**, which Grantee will pay to the Port in full no later than **December 31, 2024**. All fees are payable to the Port of Hood River and must be sent to the Office of the Port attention Finance Department, located at 1000 E Port Marina Dr., Hood River, OR 97031. Late payments shall bear interest thereon from the date due until paid at the rate of 20% per annum.
5. CONDITIONS- The parties further agree to the following terms and conditions in connection with Grantee's use of the Street Parking:
  - a. Grantee shall not display any advertising signs without the Port's prior consent.
  - b. Grantee agrees to promptly remove any debris caused by or related to Grantee's use of the Street Parking and to keep the area in a clean condition for the term of this Agreement.
  - c. Upon completion of the Use Dates, Grantee shall ensure that the Street Parking is returned to as good of a condition as it was in upon the Effective Date, ordinary wear and tear excepted. Grantee shall repair any damages to Street Parking caused by Grantee's activities, including snow plowing, as requested by Port.
  - d. Grantee shall comply with any conditions imposed by the City of Hood River or County of Hood River applicable to Grantee's activities at the Street Parking. Failure to comply with those conditions will lead to the revocation of this Agreement.
  - e. Grantee acknowledges that the Port makes no representations regarding the accessibility of vehicular ingress or egress routes or parking spaces during the Use Dates due to snow, ice or other weather conditions. The Port will not be responsible for plowing or sanding of any part of the Street Parking or Street Parking entrance areas.
  - f. Grantee acknowledges that the existing restroom facility near the Street Parking will be closed during the Use Dates. However, the Port shall maintain a temporary restroom located in front of the Event Site restroom, at Grantee's expense, for Grantee's use during the Use Dates. Grantee is responsible for scheduling and contracting cleaning directly with portable restroom company.
  - g. Grantee acknowledges that the Port has implemented Pay-To-Park areas near and in the Street Parking area. This Agreement allows Grantee's buses to park without paying for the Pay-To-Park fee in the specified location of the Street Parking for the Use Dates. Street parking or parking in any other location besides the Street Parking is not included in this Agreement and regular fees apply to those locations.
  - h. The Port reserves the right, in the Port's sole discretion and at any time to require Grantee to cease operations for a specified period, to change Grantee's permitted hours of operation, to change Grantee's location of operation, to require removal or concealment of signs or other advertising used by Grantee, and to restrict or prohibit the sale of any product by Grantee at the Street Parking. The Port will provide fourteen (14) days' notice prior to any change to this effect.
6. INSURANCE- Grantee agrees to a) pay for and maintain Commercial Automobile Coverage, b) comprehensive business liability insurance policy with a company or companies satisfactory to the Port with **insurance limits of a minimum of \$1,000,000**, c) name the Port as additional insured, and d) provide to the Port proof of insurance upon the Effective Date and for the duration of the term.

- 7. INDEMNITY- Grantee shall indemnify, defend, and hold the Port, its Commissioners, officers, employees, agents, and volunteers harmless from any claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney’s fees) and liabilities to the extent arising from or related to the Agreement or arising from or related to any act of Grantee or Grantee’s agents, contractors, employees, invitees, licensees, or volunteers in or about the Street Parking.
  
- 8. TERMINATION- This Agreement can be terminated immediately by the Port, upon written notice of said termination, for the following reasons: (1) failure to pay the Port within 30 days of the payment due date stated in Section 5 of this Agreement; (2) failure by Grantee to observe or perform any other provision of this Agreement; or 3) due to fire, hazardous conditions, threat to public safety and other unplanned acts of nature or circumstances beyond either Party’s reasonable control that materially impact the use of the Street Parking. In addition, the Port may revoke this Agreement at its discretion with fourteen (14) days prior notice of its intent to do so, and in such a case, neither Grantee, nor any third party, shall have the right to claim damages of any kind resulting from the cancellation, or compensation by the Port. If the Port terminates this Agreement at its discretion for convenience, the Grantee will be refunded a prorated amount of the cost of the Agreement yet unperformed. Grantee may terminate this Agreement for convenience with thirty (30) days written notice to the Port. If Grantee terminates this Agreement for convenience, Grantee will be responsible for any costs that were accrued by Port in service of this Agreement prior to Grantee's written request for termination.
  
- 9. ATTORNEY’S FEES- If either Party incurs attorney’s fees (including attorney’s fees incurred in any bankruptcy or administrative proceeding or in any appeal) as a result of a breach or default under the terms of this Agreement by the other Party, the Party incurring attorney’s fees shall be entitled to reimbursement.
  
- 10. MISCELLANEOUS- Neither Party is to be considered an agent or employee of the other. This Agreement shall be governed by the laws of the state of Oregon without regard to conflict of law principles. Both Parties waive their right to a jury trial in the event of a conflict under this Agreement. This Agreement is intended both as the final expression of the agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties. If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

GRANTEE:

PORT OF HOOD RIVER:

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Ann Gilbert, Transportation Manager  
Mt. Hood Meadows Org., LLC  
14040 Hwy 35  
Hood River, Oregon 97031  
(503) 337-2222 x 1308  
[ann.gilbert@skihood.com](mailto:ann.gilbert@skihood.com)

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Kevin M. Greenwood, Executive Director  
Port of Hood River  
1000 E. Port Marina Dr.  
Hood River OR 97031  
(541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

If an individual is signing on his or her own behalf, that person shall be considered the "Grantee". If a person is signing on behalf of an organization, corporation, or other public or private entity, the entity shall be considered the "Grantee". If a person is signing on behalf of an organization, corporation, or other public or private entity, that person warrants that they have the right to sign for and bind the organization, corporation, or other public or private entity under this Agreement. Any person who signs this Contract for an organization, corporation, or other public or private entity without authority to bind the organization shall be considered the "Grantee" and shall be personally liable for the performance of the terms of this Agreement.

**Exhibit "A" Site Plan- Event Site Street Parking & Bus Stop**





PORT OF HOOD RIVER

**PROPERTY USE AND LICENSE AGREEMENT**

**2024/2025 COLUMBIA AREA TRANSIT GORGE-TO-MOUNTAIN SHUTTLE**

This Use and License Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Hood River County Transportation District, dba Columbia Area Transit, a public transportation service that operates in Hood River County, Oregon, (“Grantee”), and the Port of Hood River, an Oregon municipal corporation (“Port”). Each party is individually referred to as “Party” and collectively referred to as “Parties”.

**Recitals**

WHEREAS, The Port owns property known as the Port Waterfront Event Site parking lot located at East Portway Avenue, Hood River, OR, more particularly described in Exhibit “A”, attached and incorporated into this Agreement (“Parking Lot”); and

WHEREAS, Grantee desires to use the Parking Lot for the Gorge to Mountain seasonal park and ride shuttle service; and

WHEREAS, the Port desires to permit Grantee’s use of the Parking Lot, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreement**

1. LICENSE- The Port grants to Grantee a temporary, limited, revocable, and non-transferrable license to use the Parking Lot for the use identified in Section 2 for the duration of the Use Dates.
2. USE- Grantee may use the Parking Lot for the Gorge-To-Mountain seasonal park and ride shuttle service during the Use Dates, subject to the terms of this Agreement and applicable statutes, ordinances and rules.
3. USE DATES- Grantee may use the Parking Lot pursuant to this Agreement on the following days and times (“Use Dates”):
  - o **All days between November 23, 2024 – March 31, 2025, inclusive of the start and end dates, from 6:00 a.m. until 11:00 p.m.** Overnight parking in the Parking Lot is not allowed.
4. FEES- The fee for the Parking Lot use for the duration of the Use Dates will be **\$2,700**, which Grantee will pay to the Port in full no later than **December 31, 2024**. All fees are payable to the Port of Hood River and must be sent to the Office of the Port attention Finance Department, located at 1000 E Port Marina Dr., Hood River, OR 97031. Late payments shall bear interest thereon from the date due until paid at the rate of 20% per annum.
5. CONDITIONS- The parties further agree to the following terms and conditions in connection with Grantee’s use of the Parking Lot:

- a. Grantee may post temporary, low-impact (sandwich board) signage designating the Parking Lot as a park and ride during the Use Dates. Grantee shall not display any other advertising signs without the Port's prior consent.
  - b. To the extent reasonably possible, Grantee shall refer to the "Port of Hood River Event Site" in flyers or electronic communication advertising or promoting Grantee's use of the Parking Lot.
  - c. Grantee agrees to promptly remove any debris caused by or related to Grantee's use of the Parking Lot and to keep the area in a clean condition for the term of this Agreement. The Port shall provide standard garbage services to the Parking Lot. Should Grantee require additional garbage services during the term of this Agreement, the Port shall evenly split the cost of additional garbage services between Grantee and any other organization contractually permitted to utilize the Parking Lot during the Use Dates.
  - d. Upon completion of the Use Dates, Grantee shall ensure that the Parking Lot is returned to as good of a condition as it was in upon the Effective Date, ordinary wear and tear excepted. Grantee shall repair any damages to Parking Lot caused by Grantee's activities, including snow plowing, as requested by Port.
  - e. Grantee shall comply with any conditions imposed by the City of Hood River or County of Hood River applicable to Grantee's activities at the Parking Lot. Failure to comply with those conditions will lead to the revocation of this Agreement.
  - f. Grantee acknowledges that the Port makes no representations regarding the accessibility of vehicular ingress or egress routes or parking spaces during the Use Dates due to snow, ice or other weather conditions. The Port will not be responsible for plowing or sanding of any part of the Parking Lot or Parking Lot entrance areas.
  - g. Grantee acknowledges that the existing restroom facility near the Parking Lot will be closed during the Use Dates. However, the Port shall maintain a temporary restroom located in front of the Event Site restroom, at Grantee's expense, for Grantee's use during the Use Dates. Grantee is responsible for scheduling and contracting cleanings directly with portable restroom company.
  - h. Grantee acknowledges that the Port has implemented Pay-To-Park areas near and in the Parking Lot. This Agreement allows Grantee's customers and guests to park without paying for the Pay-To-Park fee in the specified location of the Parking Lot for the Use Dates. Street parking or parking in any other location besides the Parking Lot is not included in this Agreement and regular fees apply to those locations. It is the responsibility of the Grantee to communicate with guests regarding the areas that they are allowed to park at no charge.
  - i. The Port reserves the right, in the Port's sole discretion and at any time to require Grantee to cease operations for a specified period, to change Grantee's permitted hours of operation, to change Grantee's location of operation, to require removal or concealment of signs or other advertising used by Grantee, and to restrict or prohibit the sale of any product by Grantee at the Parking Lot. The Port will provide fourteen (14) days' notice prior to any change to this effect.
6. **INSURANCE-** Grantee agrees to a) pay for and maintain Commercial Automobile Coverage, b) comprehensive business liability insurance policy with a company or companies satisfactory to the Port with **insurance limits of a minimum of \$1,000,000**, c) name the Port as additional insured, and d) provide to the Port proof of insurance upon the Effective Date and for the duration of the term.

- 7. INDEMNITY- Grantee shall indemnify, defend, and hold the Port, its Commissioners, officers, employees, agents, and volunteers harmless from any claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney’s fees) and liabilities to the extent arising from or related to the Agreement or arising from or related to any act of Grantee or Grantee’s agents, contractors, employees, invitees, licensees, or volunteers in or about the Parking Lot.
  
- 8. TERMINATION- This Agreement can be terminated immediately by the Port, upon written notice of said termination, for the following reasons: (1) failure to pay the Port within 30 days of the payment due date stated in Section 5 of this Agreement; (2) failure by Grantee to observe or perform any other provision of this Agreement; or 3) due to fire, hazardous conditions, threat to public safety and other unplanned acts of nature or circumstances beyond either Party’s reasonable control that materially impact the use of the Parking Lot. In addition, the Port may revoke this Agreement at its discretion with fourteen (14) days prior notice of its intent to do so, and in such a case, neither Grantee, nor any third party, shall have the right to claim damages of any kind resulting from the cancellation, or compensation by the Port. If the Port terminates this Agreement at its discretion for convenience, the Grantee will be refunded a prorated amount of the cost of the Agreement yet unperformed. Grantee may terminate this Agreement for convenience with thirty (30) days written notice to the Port. If Grantee terminates this Agreement for convenience, Grantee will be responsible for any costs that were accrued by Port in service of this Agreement prior to Grantee's written request for termination.
  
- 9. ATTORNEY’S FEES- If either Party incurs attorney’s fees (including attorney’s fees incurred in any bankruptcy or administrative proceeding or in any appeal) as a result of a breach or default under the terms of this Agreement by the other Party, the Party incurring attorney’s fees shall be entitled to reimbursement.
  
- 10. MISCELLANEOUS- Neither Party is to be considered an agent or employee of the other. This Agreement shall be governed by the laws of the state of Oregon without regard to conflict of law principles. Both Parties waive their right to a jury trial in the event of a conflict under this Agreement. This Agreement is intended both as the final expression of the agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties. If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

GRANTEE:

PORT OF HOOD RIVER:

\_\_\_\_\_  
Amy Schlappi, Executive Director  
Hood River County Transportation District  
224 Wasco Loop  
Hood River, Oregon 97031  
(541) 386-4202  
[amy.schlappi@catransit.org](mailto:amy.schlappi@catransit.org)

\_\_\_\_\_  
Kevin M. Greenwood, Executive Director  
1000 E. Port Marina Drive  
Hood River OR 97031  
(541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

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**Exhibit “A” Site Plan- Event Site Parking Lot & Bus Stop**



# Commission Memo

Prepared by: Kevin Greenwood  
Date: August 20, 2024  
Re: So. Apron Development – PAE – Task Orders  
No. 4 and 5



---

At the August 20, 2024 meeting, the Commission authorized acceptance of FAA grant offer No. 3-41-026-018-2024 and No. 3-41-026-019-2024 to fund design and engineering of a turf taxi lane and T-hangars at the Ken Jernstedt Airfield. The grants together totaled \$356,158.

The Port’s airport engineering consultant, Precision Approach Engineering (PAE), has submitted the corresponding Task Order No. 4 to design and bid T-hangars in an amount not to exceed \$86,500.

PAE has also submitted Task Order No. 5 to design and bid for a new turf taxi lane in an amount not to exceed \$96,250.

FAA has approved the cost proposals and scope of work as submitted.

**RECOMMENDATION:** MOTION to authorize Task Order No. 4 with PAE for new aviation T-hangar design and bidding in an amount not to exceed \$86,500.

**RECOMMENDATION:** MOTION to authorize Task Order No. 5 with PAE for new grass taxi-way design and bidding in an amount not to exceed \$96,250

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U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Colorado · Idaho · Montana · Oregon · Utah  
Washington · Wyoming

Seattle Airports District Office  
2200 S. 216th Street, Room 1W-420  
Des Moines, WA 98198

July 19, 2024

Mr. Jeff Renard  
Airport Manager  
Aviation Management Services  
Port of Hood River  
1000 E. Port Marina Drive  
Hood River, OR 97031  
[jrenard@aviationmanagementservice.com](mailto:jrenard@aviationmanagementservice.com)

Ken Jernstedt Airfield (4S2), Hood River, Oregon  
Bipartisan Infrastructure Law (BIL)  
Airport Infrastructure Grant (AIG) No. 3-41-026-018-2024  
Construct Southwest T-Hangars, Phase 1  
Scope of Work and Fee Review for Engineering Design and Bidding Services

Dear Mr. Jeff Renard:

We have reviewed your scope of work and fee proposal attached to your letter dated July 8, 2024. Your scope of work is approved. We have reviewed your record of negotiations attached to your fee proposal for engineering design services, by Precision Approach Engineering (PAE), for the subject project. Based on your cost and price analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for engineering services have been approved subject to the following conditions:

1. If this is a lump sum contract, the consultant and sub-consultant payment request should include a spreadsheet that distributes the approved cost and fixed fee equitably by major tasks. Your consultant should attach an updated project schedule, and brief statement of accomplishments and planned work with each invoice. If this is a not-to-exceed contract please note that this is a maximum fee, and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. Amendments that occur after the grant is issued are subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

Design Phase (Task Design and Bidding Services)	\$70,734.29
Profit on Salary	\$8,488.11
Direct Expenses	\$777.60
Sub-consultants	\$6,500.00
<b>Grand Total</b>	<b>\$86,500.00</b>

Please provide our office with a copy of the executed agreement for engineering services. The procurements a sponsor makes under the BIL AIG must comply with all applicable federal contract provisions as established by various laws and regulations.

Please ensure the engineering services contract includes [Required Contract Provisions - Current \(11/17/2022 version editorially updated 5/24/2023\)](#) for professional services.

If you have not done so, please submit the following certification for engineering construction management/inspection services for the subject project.

- [Sponsor Certification for Selection of Consultants, Form 5100-134](#). This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

Please find enclosed prior scope of work comments and information form [FAA Order 5100.38D](#) with regard to stand-alone design only projects, ineligible project components, and alternative bid requirements.

If you have questions, please call me at (206) 231.4131.

Sincerely,  
**MARY VARGAS**  
Mary Vargas, (SEA-633)  
Seattle Airports District Office

Digitally signed  
by MARY VARGAS  
Date: 2024.07.19  
20:38:18 -07'00'

1 Attachment

cc: Precision Approach Engineering, Tracy May, P.E., [TMay@preappinc.com](mailto:TMay@preappinc.com)



**TASK ORDER NO. 4**

**NEW AVIATION T-HANGAR: PHASE I - DESIGN & BIDDING**

**PORT OF HOOD RIVER (PORT) - KEN JERNSTEDT AIRFIELD (4S2)  
AIG (BIL) Project No. 3-41-0026-018-2024**

Included herein is TASK ORDER NO. 4 to the Professional Services Agreement dated August 27, 2021, hereinafter called CONTRACT, between PORT OF HOOD RIVER, hereinafter called OWNER, and PRECISION APPROACH ENGINEERING, INC., hereinafter called CONSULTANT.

WHEREAS, the OWNER has defined a PROJECT at Ken Jernstedt Airfield (4S2) and wishes to seek the assistance of the CONSULTANT in accordance with Section A of the CONTRACT for the PROJECT listed above, and further defined in attached Exhibit A, Scope of Services for Engineering Design Services.

---

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**A. EMPLOYMENT OF CONSULTANT**

The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the following engineering services to the PROJECT.

1. The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the engineering services for the PROJECT as described in **Exhibit A**, Scope of Services, attached.
2. The CONSULTANT shall prepare contract documents including construction drawings, specifications, the invitation to bid, and related contract forms for the work listed above. The CONSULTANT shall also provide opinions of construction costs. The OWNER AND FAA shall approve the final drawings and specifications prior to advertisement for bid.

**B. OWNER'S RESPONSIBILITIES**

1. The OWNER shall make available to the CONSULTANT all technical data in OWNER's possession that contain pertinent information required by the CONSULTANT relating to this work.
2. The OWNER shall pay publishing costs for the advertisement of notices, public hearings, requests for bids, and other similar items; pay for all permits and licenses that may be required by local, state, or federal authorities; and secure the necessary land, easements, rights-of-way, required for the project.
3. The OWNER shall provide access to the site as necessary to allow the performance of engineering services.
4. Other OWNER's responsibilities shall be as stated in the Professional Services Agreement.

**C. COMPENSATION FOR CONSULTING SERVICES**

The OWNER shall pay the CONSULTANT the appropriate fee as complete compensation for all services rendered as herein agreed and as stated in the PROFESSIONAL SERVICES AGREEMENT:



**EXHIBIT A**  
**SCOPE OF SERVICES FOR**  
**NEW AVIATION T-HANGAR: PHASE I - DESIGN & BIDDING**  
**PORT OF HOOD RIVER (PORT) - KEN JERNSTEDT AIRFIELD (4S2)**  
**ENGINEERING DESIGN AND BIDDING SERVICES**  
**AIP (BIL) Project No. 3-41-0026-018-2024**

**PROJECT DESCRIPTION/JUSTIFICATION**

This Phase I: Design and Bidding project is being completed in preparation for a subsequent Phase II: Construction project.

This project will ultimately complete the construction of a new multi-unit (at least 10 units), prefabricated, steel nested T-Hangar building at Ken Jernstedt Airfield (4S2). The project improvements include the construction of the new T-hangar building, including miscellaneous other work elements such as site excavation, foundation construction, building erection, T-Hangar electrical service improvements, and minor grading to match adjacent Taxilane Improvements.

This New T-hangar project has been determined by FAA to be eligible for FAA Bipartisan Infrastructure Law (BIL) funding, and the project has previously been coordinated with FAA and approved for construction in 2025.

There are no non-AIP (BIL) eligible work items anticipated with this project.

This project has been broken into two Phases:

- Phase I: Engineering Design and Bidding (this scope of services)
- Phase II: Construction and Engineering Services During Construction (SDC) – (future scope of services)

**ANTICIPATED PROJECT SCHEDULE (Phase I: Design and Bidding)**

It is anticipated that services associated with this Design and Bidding project will generally be completed over 12 months (May 2024 – May 2025) and will generally occur as outlined below:

- Project coordination/management is anticipated to occur May 2024 – May 2025
- Topographical Design Survey will take approx. 4-6 weeks and is anticipated in Aug/Sept 2024
- Project Design will take approx. 3-4 months and is anticipated in October 2024 – February 2025
- Project advertisement for bids will take 3-4 weeks and is anticipated to occur in March/April 2025

Construction of this project is currently anticipated for October 2025 – May 2026

**CONSULTANT ELEMENTS OF WORK**

Precision Approach Engineering, Inc. (PAE) and its subconsultants will provide a topographic design survey, professional electrical, and professional civil engineering design and bidding services as listed below. All work will follow FAA standards and guidelines where available and industry standards elsewhere.

**Task 1 – Project Administration/Management**

PAE will manage internal project efforts and coordination with the Port of Hood River (Port) and the Federal Aviation Administration (FAA). PAE's specific responsibilities/activities consist of:

- 1.1 Project management/administration
- 1.2 Client communications and information exchange
- 1.3 FAA communications, coordination, and information exchange

- 1.4 Contracting with Port (includes the development of detailed scope of work, Draft and Final)
- 1.5 Prepare and maintain the project schedule
- 1.6 Coordination and communication with subconsultants include the development of detailed subconsultant scope of work
  - a. Electrical Engineer
- 1.7 In-house file and network management (anticipate up to 12 months)
- 1.8 Project Invoicing (anticipate up to 12 months)
- 1.9 Preparation of FAA required Quarterly Performance Reports (anticipate up to 6 submittals)
- 1.10 Assist Port with annual SF 425/SF 271 reporting at the end of Federal Fiscal Year (anticipate 2 years-2023 and 2024)

**Deliverables**

- Contract and/or contract exhibits for Port signature as required
- Monthly invoices
- Project schedule
- FAA Quarterly Performance Reports to Port for submittal to FAA
- Draft annual SF-425 and SF-271 for Port submittal

**Task 2 – Kickoff and Design Progress/Review Meetings**

PAE will coordinate and attend onsite and conference call meetings to review the status of the project with the Port and the FAA. PAE’s specific responsibilities/activities consist of:

- 2.1 On-site meeting, including meeting preparation for project kickoff. (1 on-site meeting total). It is anticipated that the PM and design engineer will attend all meetings. Includes meeting prep and travel time
- 2.2 On-line virtual meetings with FAA and the Port, including meeting preparation, to discuss project progress, and bid reviews (Up to 2 on-line virtual meetings total)
- 2.3 On-line virtual meetings with the Port, including meeting preparation, to discuss project progress/incorporate changes/answer questions, discuss grant application, quarterly/annual reporting and grant closeout (Up to 4 on-line meetings total)

**Task 3 – Quality Assurance/Quality Control**

PAE will provide in-house quality assurance and quality control procedures for the review of design elements and will incorporate QA/QC findings into the final design.

PAE’s specific QA/QC activities and responsibilities consist of:

- 3.1 Work review of progress/constructability of designs and concepts by senior staff for compliance with FAA standards and airport operations
- 3.2 Provide a detailed review of the project 95% submittal
- 3.3 Evaluate and incorporate Port, FAA, and in-house 95% submittal review into design concepts – includes preparation of the response to Port and FAA comments

#### **Task 4 – New T-Hangar Construction and Site Development Design**

Site improvements will need to be completed prior to the installation/construction of the new T-Hangar. These site improvements include, but are not limited to:

- Minor site grading and excavation
- New hangar foundation
- New hangar utility service installation (electrical service)
- Storm drainage improvements

PAE's specific responsibilities/activities consist of:

- 4.1 Coordinate and develop new T-hangar requirements with 4S2
- 4.2 Coordinate site improvements with 4S2
- 4.3 Coordinate with 4S2 to develop electrical requirements for new t-hangar. Includes providing Electrical Engineer to develop the new T-hangar electrical improvements:
  - a. Electrical service for anticipated (tenant) loads
  - b. Electrical service for motorized hangar doors
- 4.4 Develop design requirements for new T-hangar building
- 4.5 Develop and design site improvements
- 4.6 Coordinate required permits with Port of Hood River Building Department – anticipate coordination required for hangar building and erection, foundation construction, electrical and drainage improvements

#### **Deliverables:**

- Design elements in conformance with industry standards following applicable FAA standards and guidelines that will be incorporated into the contract documents drawings for bidding and construction (95%, and final submittals)

#### **Task 5 – General Tasks**

During the course of providing professional design services, certain general tasks will be required in conjunction with the deliverables. PAE's specific responsibilities/activities consist of:

- 5.1 Prepare predesign conference agenda based on FAA predesign conference checklist (RG 620-03) and conduct a predesign conference call with Port and FAA. Also includes the preparation of predesign conference minutes
- 5.2 Prepare draft and final FAA grant application packages for Port review and submittal to FAA
- 5.3 Prepare FAA Construction Phasing and Safety Plan (CSPP) narrative in accordance with AC 150/5370-2H incorporating above construction phasing concepts. Also includes the development of FAA CSPP drawings (Up to 4 drawings). PAE will provide draft submittal to 4S2 and FAA, followed by the incorporation of comments and final document submittal
- 5.4 Prepare and submit FAA 7460-1 submittal associated with the project. Submittals to include:
  - a. Up to six (6) submittals (points/cases) for the permanent construction of the new T-hangar (each corner and each end at ridge (highest point) of new hangar)
- 5.5 Prepare Design Report per FAA NW Mountain Regional Guidance 620-04, includes 95% and Final submittals – A standalone Design Report for this project will not be generated, the Design Report information associated with this New T-hangar project will be incorporated into the Design Report submittals for the *New Turf Taxilane* project Report
- 5.6 Assist Port with AIP project/grant closeout

**Deliverables:**

- Predesign conference agenda to Port and FAA
- Completed predesign conference checklist minutes to Port and FAA
- AIP (BIL) Grant application documents ready for Port review and signatures
- Draft and final CSPP submittal to Port and FAA
- FAA 7460-1 submittals through OE/AAA portal
- Design report (95% and Final)
- AIP (BIL) grant closeout reports

**Task 6 – Construction Documents**

Documents for construction will incorporate consultant’s elements of work for bidding and construction of project. Construction drawings, legal specifications, technical specifications, construction cost opinion and design report will be submitted for Port and FAA review and acceptance as part of the 95% submittal package prior to bid advertising. PAE’s specific responsibilities/activities consist of:

- 6.1 Create construction drawings associated with the New T-hangar project incorporating design concepts (Approximately 8 drawings)
- 6.2 Technical Specifications (FAA AC 150/5370-10H including errata, if applicable) – Includes General Requirements and approximately 4 technical specifications. Includes submittal of technical specifications showing “Project Specific Specification Clarifications” in a track changes format at 95% submittal documenting all proposed changes to FAA boilerplate (required to clarify, update references to standards that are no longer current, meet the specific needs of the project, and/or provide enhancement to FAA boilerplate) followed by final submittal. Also includes submittal of “Project Specific Specification Clarifications” justification form for FAA review/determination of acceptance for all changes proposed to FAA boilerplate
- 6.3 Prepare draft Legal Specifications for FAA and Port review
- 6.4 Incorporate Port requirements into legal specifications
- 6.5 Develop Construction Quantities – 95% and final submittals
- 6.6 Develop Construction Cost Opinion –95% and final submittals
- 6.7 Compile, prepare, and print contract documents

**Deliverables:**

- 95% submittal documents for review (electronic pdf file to Port and FAA)
- Final design submittal package to Port and FAA (electronic pdf to Port and FAA)
- Electronic PDF bid document with drawings to Port and FAA

**Task 7 – Bidding Services**

PAE will assist Port Staff, attend onsite meetings, and review bids with Port, FAA, and Contractors for proposed work. PAE’s specific responsibilities/activities consist of:

- 7.1 Assist Port with text and publishing of bid advertisement
- 7.2 Respond to technical questions during bidding
- 7.3 Prepare and distribute addenda as required to clarify bid documents
- 7.4 Prepare and conduct pre-bid conference (PM to attend on-site meeting), including meeting preparation and travel time

7.5 Pre-bid conference meeting minutes

7.6 Review bid proposals, prepare bid abstract with recommendations for bid acceptance and assist in necessary approvals for awarding the contract

**Deliverables:**

- Bid advertisement (if requested)
- Project files (.pdf) for Port advertisement
- Addenda (if necessary)
- Pre-Bid Meeting minutes
- Bid abstract with a recommendation for Bid acceptance
- Draft Notice of Award for Port use

**General Assumptions**

This Scope of Services is completed upon the opening of bids and the Engineer's recommendation for the award of the construction contract to the Port and FAA. It is anticipated that a Construction Administration/Services During Construction contract will be negotiated with the Port prior to construction that will cover construction-related activities required during project award, project construction, and project/grant closeout. The following items are specifically excluded from this scope of services:

- Standards and Guidelines – The proposed work will follow FAA standards and guidelines where available and industry standards elsewhere
- Airports Geographic Information System (Airports GIS) - It is anticipated that no AGIS survey or deliverables will be required for this design, or future construction, project. Should the project be found to require AGIS services or deliverables, a revised scope and fee additions will be proposed
- Environmental – National Environmental Policy Act (NEPA) environmental requirements (CatEx) and FAA determination: The project was evaluated by the Seattle ADO and it was determined that it qualifies for a Categorical Exclusion pursuant to FAA Order 1050.1F, Paragraph 5-6.3(f).
  - No additional Environmental work is anticipated for this project, or included in this Phase I: Design and Bidding Scope of Work
- Geotechnical Investigation – Recent airport projects completed Geotechnical investigations in the project area, including a geotechnical investigation completed as part of the previously completed South Parallel Taxiway and Apron Rehabilitation project (AIP 3-41-0026-010/11-2017). The geotechnical information from these projects/reports will be utilized for this project. No additional geotechnical services are included.

This scope of services does not include the performance of any further special studies or services beyond those specifically stated. Should the project be found to require further studies or services, a revised scope and fee additions will be proposed.

p:\h\hrx005 new hangar & taxi lane\0000con\0010proposals\01\_t-hangar\4s2-new\_t-hangar-draft\_design\_sow.docx



**EXHIBIT B**

**OREGON  
2024 STANDARD LABOR RATES**

<b>Classification</b>	<b>2024 Rate</b>
ADMIN 1	\$88.60
ADMIN 2	\$103.40
ADMIN 3	\$119.00
ADMIN 4	\$132.60
ADMIN 5	\$148.00
ADMIN 6	\$163.00
TECHNICIAN 1	\$118.80
TECHNICIAN 2	\$132.60
TECHNICIAN 3	\$148.00
TECHNICIAN 4	\$166.00
TECHNICIAN 5	\$185.60
TECHNICIAN 6	\$208.20
TECHNICIAN 7	\$231.00
ENGINEER 1	\$148.60
ENGINEER 2	\$166.80
ENGINEER 3	\$182.00
ENGINEER 4	\$201.80
ENGINEER 5	\$231.00
ENGINEER 6	\$262.00
ENGINEER 7	\$294.80
ENGINEER 8	\$329.00
ENGINEER 9	\$368.80



Attachment 1

Ken Jernstedt Airfield (4S2), Hood River, Oregon  
Bipartisan Infrastructure Law (BIL)  
Airport Infrastructure Grant (AIG) No. 3-41-026-018-202  
Construct Southwest T-Hangars, Phase 1  
Scope of Work and Fee Review for Engineering Design and Bidding Services

Requirements for stand-alone design only projects are reference [FAA Order 5100.38D](#), *Appendix D. Miscellaneous Projects, Table D-1*. Because the design grant is being issued to complete the design of the project, the grant offer agreement will include a companion special condition.

Requirements for bid alternates' or ineligible or non-AIP (or BIL) funded work are in [FAA Order 5100.38D](#), Appendix U, Table C-1, and Table C-2 Examples of Prohibited Projects/Costs for Construction.

Eligibility is limited to the construction of bare space with appropriate utilities. Coordinate proposed utilities as early as possible so our office may make an eligibility determination.

We shared scope of work comments shared on June 25, 2024, in an email sent at 8:59am.

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U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Colorado · Idaho · Montana · Oregon · Utah  
Washington · Wyoming

Seattle Airports District Office  
2200 S. 216th Street, Room 1W-420  
Des Moines, WA 98198

July 19, 2024

Mr. Jeff Renard  
Airport Manager  
Aviation Management Services  
Port of Hood River  
1000 E. Port Marina Drive  
Hood River, OR 97031  
[jrenard@aviationmanagementservice.com](mailto:jrenard@aviationmanagementservice.com)

Ken Jernstedt Airfield (4S2), Hood River, Oregon  
Airport Improvement Program (AIP) No. 3-41-026-019-2024  
Construct Turf Taxiway and Apron, Phase 1  
Scope of Work and Fee Review for Engineering Design and Bidding Services

Dear Mr. Jeff Renard:

We have reviewed your scope of work and fee proposal attached to your letter dated July 8, 2024. Your scope of work is approved. We have reviewed your record of negotiations attached to your fee proposal for engineering design services, by Precision Approach Engineering (PAE), for the subject project. Based on your cost and price analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for engineering services have been approved subject to the following conditions:

1. If this is a lump sum contract, the consultant and sub-consultant payment request should include a spreadsheet that distributes the approved cost and fixed fee equitably by major tasks. Your consultant should attach an updated project schedule, and brief statement of accomplishments and planned work with each invoice. If this is a not-to-exceed contract please note that this is a maximum fee, and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. Amendments that occur after the grant is issued are subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.

The following items are approved and appear eligible for federal participation, assuming the

associated work is completed.

Design Phase (Task Design and Bidding Services)	\$74,661.25
Profit on Salary	\$8,959.35
Direct Expenses	\$629.40
Sub-consultants	\$12,000.00
<b>Grand Total</b>	<b>\$96,250.00</b>

Please provide our office with a copy of the executed agreement for engineering services. The procurements a sponsor makes under the AIP must comply with all applicable federal contract provisions as established by various laws and regulations.

Please ensure the engineering services contract includes [Required Contract Provisions - Current \(11/17/2022 version editorially updated 5/24/2023\)](#) for professional services.

If you have not done so, please submit the following certification for engineering construction management/inspection services for the subject project.

- [Sponsor Certification for Selection of Consultants, Form 5100-134](#). This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

Please find enclosed prior scope of work comments and information form [FAA Order 5100.38D](#) with regard to stand-alone design only projects, ineligible project components, and alternative bid requirements.

If you have questions, please call me at (206) 231.4131.

Sincerely,

**MARY**  
**VARGAS**  
Seattle Airports District Office

Digitally signed  
by MARY VARGAS  
Date: 2024.07.19  
Mary Vargas, (S 2024.07.19 17:00)

cc: Precision Approach Engineering, Tracy May, P.E., [TMay@preappinc.com](mailto:TMay@preappinc.com)

## TASK ORDER NO. 5

### NEW TURF TAXILANE IMPROVEMENTS: PHASE I - DESIGN & BIDDING

#### PORT OF HOOD RIVER (PORT) - KEN JERNSTEDT AIRFIELD (4S2)

AIP Project No. 3-41-0026-019-2024

Included herein is TASK ORDER NO. 5 to the Professional Services Agreement dated August 27, 2021, hereinafter called CONTRACT, between PORT OF HOOD RIVER, hereinafter called OWNER, and PRECISION APPROACH ENGINEERING, INC., hereinafter called CONSULTANT.

WHEREAS, the OWNER has defined a PROJECT at Ken Jernstedt Airfield (4S2) and wishes to seek the assistance of the CONSULTANT in accordance with Section A of the CONTRACT for the PROJECT listed above, and further defined in attached Exhibit A, Scope of Services for Engineering Design Services.

---

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

#### A. EMPLOYMENT OF CONSULTANT

The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the following engineering services to the PROJECT.

1. The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the engineering services for the PROJECT as described in **Exhibit A**, Scope of Services, attached.
2. The CONSULTANT shall prepare contract documents including construction drawings, specifications, the invitation to bid, and related contract forms for the work listed above. The CONSULTANT shall also provide opinions of construction costs. The OWNER AND FAA shall approve the final drawings and specifications prior to advertisement for bid.

#### B. OWNER'S RESPONSIBILITIES

1. The OWNER shall make available to the CONSULTANT all technical data in OWNER's possession that contain pertinent information required by the CONSULTANT relating to this work.
2. The OWNER shall pay publishing costs for the advertisement of notices, public hearings, requests for bids, and other similar items; pay for all permits and licenses that may be required by local, state, or federal authorities; and secure the necessary land, easements, rights-of-way, required for the project.
3. The OWNER shall provide access to the site as necessary to allow the performance of engineering services.
4. Other OWNER's responsibilities shall be as stated in the Professional Services Agreement.

#### C. COMPENSATION FOR CONSULTING SERVICES

The OWNER shall pay the CONSULTANT the appropriate fee as complete compensation for all services rendered as herein agreed and as stated in the PROFESSIONAL SERVICES AGREEMENT:

1. The OWNER shall pay the CONSULTANT as complete compensation for the ENGINEERING DESIGN SERVICES set forth in Exhibit A, attached, according to the labor rates shown in Exhibit B and direct nonsalary expenses at the actual cost. The maximum estimated total cost for these services is **NINETY-SIX THOUSAND TWO HUNDRED FIFTY Dollars (\$96,250)**.
2. Any amount over the maximum estimated cost for the services as set forth in Exhibit A because of a scope of work changes will be negotiated and agreed upon between the OWNER and the CONSULTANT in writing prior to the beginning of additional work.

**D. AUTHORIZE SIGNER**

Each person signing this Amendment represents and warrants that they are duly authorized and has the legal capacity to execute and deliver this Task Order to Professional Services Agreement.

WITNESSETH that the parties hereto do mutually agree to all mutual covenants and agreements contained within the CONTRACT.

**PORT OF HOOD RIVIER**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PRECISION APPROACH ENGINEERING, INC.**

By: Corley McFarland  
 Title: President  
 Date: 8/29/2024

*P:\HRX005 New Hangar & Taxilane\0000CON\0030Contract\TO#5\_Taxilane\TO#5\_HRX005\_Taxilane\_Design.docx*

**EXHIBIT A**  
**SCOPE OF SERVICES FOR**  
**NEW TURF TAXILANE IMPROVEMENTS: PHASE I - DESIGN & BIDDING**  
**PORT OF HOOD RIVER (PORT) - KEN JERNSTEDT AIRFIELD (4S2)**  
**ENGINEERING DESIGN AND BIDDING SERVICES**  
**AIP Project No. 3-41-0026-019-2024**

**PROJECT DESCRIPTION/JUSTIFICATION**

This Phase I: Design and Bidding project is being completed in preparation for a subsequent Phase II: Construction project.

This project will ultimately complete the construction of a new Taxilane that will provide aircraft access to a new T-Hangar building at Ken Jernstedt Airfield (4S2).

This new taxilane improvements project includes construction of a new turf taxilane (approx. 325 LF), meeting FAA ADG I design standards, and approx. 6,500 sf of turf hangar approach area ("Apron Area") pavements, including miscellaneous other work elements such as site excavation, FAA turf pavement section construction, taxilane shoulder/TSA/OFA improvements, and minor grading to match adjacent grades.

This New Taxilane project has been determined by FAA to be eligible for FAA AIP funding, and the project has previously been coordinated with FAA and approved for construction in 2025.

There are no non-AIP eligible work items anticipated with this project.

The Port is planning to bid & construct this New Turf Taxilane project with the current *New T-Hangar* project (FAA AIP projects: 019-2024 (Design)), currently being scoped and scheduled for bidding in March/April 2024, with construction start in Fall 2025 anticipated. This New Turf Taxilane project will be incorporated into the *New T-Hangar* project and will be advertised, bid, awarded, and constructed as an Additive Bid Schedule.

This project has been broken into two Phases:

- Phase I: Engineering Design and Bidding (this scope of services)
- Phase II: Construction and Engineering Services During Construction (SDC) – (future scope of services)

**ANTICIPATED PROJECT SCHEDULE (Phase I: Design and Bidding)**

It is anticipated that services associated with this Design and Bidding project will generally be completed over 12 months (May 2024 – May 2025) and will generally occur as outlined below:

- Project coordination/management is anticipated to occur May 2024 – May 2025
- Design Survey will take approx. 4-6 weeks and is anticipated in Sept/Oct 2024
- Project Design will take approx. 3-4 months and is anticipated in October 2024 – February 2025
- Project advertisement for bids will take 3-4 weeks and is anticipated to occur in March/April 2025

Construction of this project is currently anticipated for October 2025 – May 2026

**CONSULTANT ELEMENTS OF WORK**

Precision Approach Engineering, Inc. (PAE) and its subconsultants will provide Topographic Design Survey, professional electrical, and professional civil engineering design and bidding services as listed below. All work will follow FAA standards and guidelines where available and industry standards elsewhere.

### **Task 1 – Project Administration/Management**

PAE will manage internal project efforts and coordination with the Port of Hood River (Port) and the Federal Aviation Administration (FAA). PAE’s specific responsibilities/activities consist of:

- 1.1 Project management/administration
- 1.2 Client communications and information exchange
- 1.3 FAA communications, coordination, and information exchange
- 1.4 Contracting with Port (includes the development of detailed scope of work, Draft and Final)
- 1.5 Coordination and communication with subconsultants include the development of a detailed subconsultant scope of work
  - a. Topographic Design Survey
- 1.6 In-house file and network management (anticipate up to 12 months)
- 1.7 Project Invoicing (anticipate up to 12 months)
- 1.8 Preparation of FAA required Quarterly Performance Reports (anticipate up to 6 submittals)
- 1.9 Assist Port with annual SF 425/SF 271 reporting at the end of Federal Fiscal Year (anticipate 2 years - 2023 and 2024)

### **Deliverables**

- Contract and/or contract exhibits for Port signature as required
- Monthly invoices
- Project schedule
- FAA Quarterly Performance Reports to Port for submittal to FAA
- Draft annual SF-425 and SF-271 for Port submittal

### **Task 2 – Design Progress/Review Meetings**

PAE will coordinate and attend onsite and conference call meetings to review the status of the project with the Port and the FAA. PAE’s specific responsibilities/activities consist of:

- 2.1 On-site meeting, including meeting preparation for 95 percent submittal review. (1 on-site meeting total). It is anticipated that the PM and design engineer will attend all meetings. Includes meeting prep and travel time
- 2.2 On-line virtual meetings with FAA and the Port, including meeting preparation, to discuss project progress, and bid reviews (Up to 2 on-line virtual meetings total)
- 2.3 On-line virtual meetings with the Port, including meeting preparation, to discuss project progress/incorporate changes/answer questions, discuss grant application, quarterly/annual reporting, and grant closeout (Up to 4 on-line meetings total)

### **Task 3 – Topographic Design Survey**

Survey Subconsultant will provide a topographic survey of the project work site. PAE will review the survey data and set up electronic drawings and files. In general, survey work for this project will consist of research, location, and verification of existing survey control. Includes establishing a secondary control, network to be used during design and construction, and survey as required to provide a base map, topographic data, and surfaces to be used in the project design.

In addition to this New T-Hangar project, this Topographic Design Survey work will also include the design survey work required for the *Taxilane Improvements* project.



Survey Subconsultant specific responsibilities/activities consist of:

- 3.1 Topographic survey/Triangular Irregular Network (TIN) for the project areas

PAE's specific responsibilities/activities consist of:

- 3.2 Project Manager site visit during the performance of survey work (1 day on-site), including travel time
- 3.3 Review and comment on draft survey deliverable (TIN, ASCII, field notes, photos, etc.).
- 3.4 Set up Civil 3-D (AutoCAD) project
- 3.5 Create base maps for design work areas and an overall site base to support site plan and Construction Safety and Phasing Plan sheets

**Deliverables:**

- Topographic base map
- Electronic digital terrain model

**Assumptions:**

- Locating of any private utilities is not anticipated to be needed and is not included in this scope of work (Public utility locates "One Call" will be requested prior to performing field work)

**Task 4 – Quality Assurance/Quality Control**

PAE will provide in-house quality assurance and quality control procedures for the review of design elements and will incorporate QA/QC findings into the final design.

PAE's specific QA/QC activities and responsibilities consist of:

- 4.1 Work review of progress/constructability of designs and concepts by senior staff for compliance with FAA standards and airport operations
- 4.2 Provide a detailed review of the project 95% submittal
- 4.3 Evaluate and incorporate Port, FAA, and in-house 95% submittal review into design concepts – includes preparation of the response to Port and FAA comments

**Task 5 – New Turf Taxilane Design** (In accordance with FAA AC's 150/5300-13, 150/5320-5, 150/5320-6, and 150/5340-1 current at the time of contract execution)

Design services will include elements of work necessary for the proposed work in preparation for bidding and construction. PAE specific responsibilities/activities consist of:

- 5.1 Erosion and Sediment Control Plan (ESCP) meeting OR requirements
- 5.2 Develop limits of demolition - define limits and removal methods as needed to incorporate final design concepts
- 5.3 Develop new turf taxilane pavement and hangar approach geometry layout – limits of new taxilane and hangar approach turf pavements
- 5.4 Develop new T-hangar Finish Floor elevation to facilitate general site grading and new taxilane grading
- 5.5 Develop taxilane and T-hangar approach turf pavement design – includes evaluation of existing aircraft loading, development of critical aircraft and loading forecasts, utilization of FAA's FAARFIELD pavement design software
- 5.6 Develop taxilane and T-hangar approach grading in conformance with current FAA grading criteria
- 5.7 Develop taxilane centerline FG profile in conformance with current FAA criteria
- 5.8 Develop Taxilane Intersection grading in conformance with current FAA criteria
- 5.9 Develop Drainage Improvements – includes evaluation of the existing systems, hydrology calculation for pipe and structure sizing, new drainage structures as necessary, and subsurface (underdrain) system

- 5.10 Pavement marking - develop new Taxilane Pavement Markings for an area of existing pavement that will become taxilane pavement

**Deliverables:**

- Design elements in conformance with industry standards following FAA standards and guidelines that will be incorporated into the contract document drawings for bidding and construction (95%, and final submittals)
- Erosion and Sediment Control Plan

**Task 6 – General Tasks**

During the course of providing professional design services, certain general tasks will be required in conjunction with the deliverables. PAE’s specific responsibilities/activities consist of:

- 6.1 Prepare draft and final FAA grant application packages for Port review and submittal to FAA
- 6.2 Prepare and submit FAA 7460-1 airspace review submittal associated with the project Submittals to include:
  - a. One (1) submittal (point/case) for the FAA Construction Safety and Phasing Plan
  - b. Up to four (4) submittals (points/cases) “project box” for the temporary construction impacts, including equipment, staging areas, haul routes, etc.
- 6.3 Complete FAA-required 3-year Disadvantaged Business Enterprise (DBE) Program Goal to include fiscal years 2024-2026 (includes coordination with FAA Office of Civil Rights)
  - a. Develop overall goal and/or project goals, as needed
  - b. Conduct consultation with interested stakeholders (scheduled, direct, interactive exchange) Consultation to be conducted via on-line conference (no site visit anticipated)
  - c. Coordination of draft goal with FAA Office of Civil Rights (anticipate up to 2 revisions)
- 6.4 Prepare Design Report per FAA NW Mountain Regional Guidance 620-04 (95% and final submittals)
- 6.5 Prepare uniform report of DBE awards or commitments and payments for engineering contracts/expenditures
- 6.6 Assist Port with AIP project/grant closeout

**Deliverables:**

- Completed predesign conference checklist minutes to Port and FAA
- AIP Grant application documents ready for Port review and signatures
- FAA 7460-1 submittals through OE/AAA portal
- FAA Civil Rights DBE annual reports submitted to the Port for review and submittal
- Design report (95% and Final)
- AIP grant closeout reports

**Task 7 – Construction Documents**

Documents for construction will incorporate consultant’s elements of work for bidding and construction of project. Construction drawings, legal specifications, technical specifications, construction cost opinion and design report will be submitted for Port and FAA review and acceptance as part of the 95% submittal package prior to bid advertising. PAE’s specific responsibilities/activities consist of:

- 7.1 Create construction drawings incorporating design concepts (Approximately 14 drawings) – to be incorporated into the New T-hangar project as an Additive Bid Schedule
- 7.2 Technical Specifications (FAA AC 150/5370-10H including errata, if applicable) – Includes General Requirements and approximately 12 technical specifications. Includes submittal of technical specifications showing “Project Specific Specification Clarifications” in a track changes format at 90% submittal documenting all proposed changes to FAA boilerplate (required to clarify, update references to standards that are no longer current, meet the specific needs of the project, and/or provide enhancement to FAA boilerplate) followed by final submittal. Also includes submittal of “Project Specific Specification Clarifications” justification form for FAA review/determination of acceptance for all changes proposed to FAA boilerplate. - to be incorporated into the New T-hangar project as an Additive Bid Schedule
- 7.3 Compile, prepare, and print 95% submittal review document associated with the New Turf Taxilane - to be incorporated into the New T-hangar project as an Additive Bid Schedule
- 7.4 Incorporate Port and FAA 95% submittal review comments associated with the New Turf Taxilane into final plans - to be incorporated into the New T-hangar project as an Additive Bid Schedule
- 7.5 Develop construction quantities associated with the New Turf Taxilane – preliminary, 95%, and final submittals - to be incorporated into the New T-hangar project as an Additive Bid Schedule
- 7.6 Develop construction cost estimate associated with the New Turf Taxilane - preliminary, 95%, and final submittals - to be incorporated into the New T-hangar project as an Additive Bid Schedule
- 7.7 Compile, prepare, and print Final contract documents associated with the new Turf Taxilane - to be incorporated into the New T-hangar project as an Additive Bid Schedule

**Deliverables:**

- 95% submittal documents for review (electronic pdf file to Port and FAA)
- Final design submittal package to Port and FAA (electronic pdf to Port and FAA)
- Electronic PDF bid document with drawings to Port and FAA

**Task 8 – Bidding Services**

PAE will assist Port Staff, distribute documents, attend on-site meetings, and review bids with the Port, FAA, and Contractors for proposed work. The New Turf Taxilane will be bid with the New T-hangar project as an Additive Bid Schedule.

PAE’s specific responsibilities/activities consist of:

- 8.1 Prepare New Turf Taxilane project files (.pdf) for advertisement
- 8.2 Respond to bidders’ New Turf Taxilane questions during the bidding process
- 8.3 Prepare New Turf Taxilane addenda as required
- 8.4 Review New Turf Taxilane bid proposals, prepare bid abstract with recommendations for bid acceptance and assist in necessary approvals for awarding of the New Turf Taxilane Additive Bid Schedule

**Deliverables:**

- Bid advertisement (if requested)
- Project files (.pdf) for Port advertisement
- Addenda (if necessary)
- Additive Bid schedule abstract with a recommendation for Bid acceptance

### **General Assumptions**

This Scope of Services is completed upon the opening of bids and the Engineer's recommendation for the award of the construction contract to the Port and FAA. It is anticipated that a Construction Administration/Services During Construction contract will be negotiated with the Port prior to construction that will cover construction-related activities required during project award, project construction, and project/grant closeout.

The following items are specifically excluded from this scope of services:

- **Standards and Guidelines** – The proposed work will follow FAA standards and guidelines where available and industry standards elsewhere
- **Airports Geographic Information System (Airports GIS)** - It is anticipated that no AGIS survey or deliverables will be required for this design, or future construction, project. Should the project be found to require AGIS services or deliverables, a revised scope and fee additions will be proposed
- **Environmental** – National Environmental Policy Act (NEPA) environmental requirements (CatEx) and FAA determination: The project was evaluated by the Seattle ADO, and it was determined that it qualifies for a Categorical Exclusion pursuant to FAA Order 1050.1F, Paragraph 5-6.3(e).
  - No additional Environmental work is anticipated for this project, or included in this Phase I: Design and Bidding Scope of Work
- **Geotechnical Investigation** – Recent airport projects completed Geotechnical investigations in the project area, including a geotechnical investigation completed as part of the previously completed South Parallel Taxiway and Apron Rehabilitation project (AIP 3-41-0026-010/11-2017). The geotechnical information from these projects/reports will be utilized for this project. No additional geotechnical services are included.

This scope of services does not include the performance of any further special studies or services beyond those specifically stated. Should the project be found to require further studies or services, a revised scope and fee additions will be proposed.

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**EXHIBIT B**

**OREGON  
2024 STANDARD LABOR RATES**

<b>Classification</b>	<b>2024 Rate</b>
ADMIN 1	\$88.60
ADMIN 2	\$103.40
ADMIN 3	\$119.00
ADMIN 4	\$132.60
ADMIN 5	\$148.00
ADMIN 6	\$163.00
TECHNICIAN 1	\$118.80
TECHNICIAN 2	\$132.60
TECHNICIAN 3	\$148.00
TECHNICIAN 4	\$166.00
TECHNICIAN 5	\$185.60
TECHNICIAN 6	\$208.20
TECHNICIAN 7	\$231.00
ENGINEER 1	\$148.60
ENGINEER 2	\$166.80
ENGINEER 3	\$182.00
ENGINEER 4	\$201.80
ENGINEER 5	\$231.00
ENGINEER 6	\$262.00
ENGINEER 7	\$294.80
ENGINEER 8	\$329.00
ENGINEER 9	\$368.80

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# Commission Memo

Prepared by: Gretchen Goss  
Date: September 17, 2024  
Re: Centennial Bridge Celebration

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Commissioners Kristi Chapman and Heather Gehring and Port staff have been working with Port contract project manager to plan and host the Centennial Bridge Celebration, being held on October 6, 2024.

True West productions has been brought in to assist in the logistics of the event; from sound and stage, to parking, event staffing, merchandising, graphic design and backend technical support. True West is working with the Port to ensure the event is locally focused, sourcing local food trucks and vendors. True West will also be using their extensive email list to help promote the event, sending notice to all those who have attended the HOPS Fest and Harvest Fest in the past. True West is playing a crucial role in the logistical coordination of the event, and their services and event knowledge are key in hosting what will be a highly attended and successful event.

To date, 2,078 people have RSVP'd to walk the bridge on October 6<sup>th</sup>. Bridge toll and parking will be free for the entire day, cars from WAAAM will create a visual timeline, and three different local bands will be playing during the event. County Commissioners and Mayors have been invited to participate in a historic reenactment of opening day handshakes and fruit exchanges. Speakers are being lined up to speak on the historical, agricultural, economic and future importance of the bridge. A logo has been designed and will be on t-shirts, sweatshirts, and hats that can be pre-ordered and sold on site as well. To date, we have had almost \$2,000 in merchandise sales.



Commissioners Chapman and Gehring and Gretchen Goss are working to secure local sponsorships to help offset the cost of the event. A \$1,000 sponsorship will allow the business/organization to have a banner on the bridge entry railing, or along the mainstage, as well as the option to have a table on Marina Green.

We have been given permission from White Salmon and the Mt. Adams Chamber of Commerce to utilize the WA Park and Ride lot for free parking and event check-in for our Washington neighbors.

Included in this update is the contract from True West events for Commission review and approval.

**RECOMMENDATION:** MOTION to approve contract with True West in an amount not to exceed \$10,000.

<b>EXPENSE</b>	<b>Est. Amount</b>	<b>Notes</b>
TW Management	10,000.00	Production, Vendor coordination, management
Porta Potties	4,000	Price dependent upon attendance
Lodging	1,500	Depending upon needed labor. Hoping to get cost covered
Emcee/PA	2800	
Labor	5000	Dependent upon attendance
Parking Crew	1500	May not be needed depending on size of the Event
Bands	2100	Includes Tony Smiley, Honey Jays, Erick Haynie
Photographer	1000	Blaine Franger, Port will own any assets created
Garbage	800	
Event Org/Marketing	1800	Gretchen Goss: Event management and coordination
Merch	3200	
Power	TBD	
<b>EXP TOTAL</b>	<b>33,700.00</b>	
<b>INCOME</b>		
Food Truck Deposit	400	\$50 to reserve a spot, 8 trucks estimated
Food Truck Power	TBD	
Merchandise	8000	assuming 200 sweatshirts sold at \$40. 25 shirts already sold
Sponsors	10000	Assuming 10 sponsors of 1,000. Hoping to get enough to cover entire cost
<b>INC TOTAL</b>	<b>18400</b>	
<b>TOTAL COST</b>	<b>15,300.00</b>	





### **2024 Port of Hood River - True West contract**

True West will be contracted to produce for the Port of Hood River's Bridge Celebration event taking place on October 6.

True West WILL PROVIDE THE FOLLOWING:

- **Contractor coordination**
  - True West will coordinate with all sub-contractors including but not limited to tents, lights, porta toilets, garbage, rental companies, advancing with the bands, sounds, lights, stage and other contractors as needed.
  - True West coordinate with all restaurants participating in the event.
  - True West will ensure all subcontractors are well informed of setup and tear down schedules.
- **Troubleshooting**
  - True West will coordinate onsite staff to check in participants, ensure garbage is being picked up and trouble shoot any problems that arise (i.e. - light towers, bathrooms stocked, all electrical for food trucks, etc.
- **Scheduling**
  - We will work closely with Port of Hood River and all contractors to make sure every aspect of the event is ready to go on time.
  - True West will make sure all aspects of the event come together in a cohesive manner.
  - True West will coordinate placement of all banners and signs.

In Consideration of the proposed services Port of Hood River will provide the following: \$10,000 management fee + lodging. All expenses associated with the Port shall be paid by the Port. True West will track expenses and update the Port regularly with any changes.

### **TERMS OF THIS AGREEMENT:**

All amounts owed by client to True West unpaid after 30 days agree to be subject to a late payment charge of 1.5% monthly (18% APR). Should the account become past due, client agrees to pay all costs of collection, including collection agency charges, attorney fees, and court costs incurred by True West. This includes, but is not limited to, all fees and costs actually incurred whether or not any suit or action is filed and is intended to include all fees and costs incurred in any mediation, arbitration, trial or appeal.

Postponement or cancellation of client event for any reason beyond the control of True West (earthquake, fire, flood, terrorism or other acts of Nature) shall not constitute cause for any reimbursement.

This agreement does not transfer to another Port of Hood River, agent, or subsidiary. All other business sectors must negotiate separate client agreements.

This agreement sets forth the entire agreement between the parties and takes the place of all prior verbal or written communication concerning the subjects of the agreement. This agreement may not be altered, modified or changed in any way by either of the parties without the prior written consent of the other party.

Each of the parties hereto is an independent contractor. Neither party shall have the authority to act on behalf of the other or to incur obligation on behalf of the other unless expressly authorized.

If suit or action is instituted to enforce this agreement or to determine any matter in controversy regarding this agreement, the prevailing party shall be entitled to recover such sums as the court may judge reasonable attorney fee, including attorney fee's on appeal and in collecting or enforcing any judgment order or decree.

Neither party shall without written authorization from the other party disclose to any third party the terms and conditions of this agreement except as may be necessary to establish or assert rights hereunder or required by law; provided however, either party may on a confidential basis disclose this Agreement to officials, officers, accountants, attorneys or other individuals within each other's organizations on a 'need to know' basis.

AGREED TO BY:

\_\_\_\_\_  
Port of Hood River Representative Date

Title: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

\_\_\_\_\_  
Lee Perry Date  
True West

# Commission Memo

Prepared by: Kevin Greenwood  
Date: September 17, 2024  
Re: Lease Addendum No. 4 – Earth and Muscle



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Earth and Muscle has been a valued tenant in Suite 102 of the Marina East building since 2021. The lease agreement has reached the end of its extension period, and they have requested an extension through October 8, 2024.

**RECOMMENDATION:** MOTION to approve Addendum No. 4 to lease with Earth and Muscle LLC for Suite 102 in the Marina East building.

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Port of Hood River Addendum #4

Earth and Muscle

ADDENDUM NO.4 TO LEASE

Whereas, the Port of Hood River (“Lessor” or “Port”) and Earth and Muscle, (“Lessee”) entered into a lease of Suite 102 in the Marina Park #1 Building (“Building”) located at 700 E. Port Marina Drive, Hood River, Oregon (“Leased Premises”), effective September 9, 2021 (“Lease”); and,


**Whereas**, Pursuant to Section 2 of the Lease Agreement, and the preceding Addendums, Lessee has requested a one (1) month extension of the Lease; and,

**Therefore**, Lessor and Lessee agree the Lease is amended as follows:


1. The Lease term is extended, and the Lease shall remain in effect through October 8, 2024.
2. If not in default under the Lease, and if Lessee pays Lessor all Rent Lessee owes or may be responsible to pay under the Lease, Lessee has the option to extend the Lease for six (6) extension term(s) of one month(s) each, through April 8, 2025, provided Lessee gives Lessor written notice of Lessee's intent to renew the Lease for the additional term while the Lease is in effect. To be effective, Lessee’s notice to renew must be received by Lessor no later than 30 days prior to the Lease termination date.

Except as modified by this Addendum No.4 to Lease, all terms and conditions of the Lease and preceding addendums shall remain in full force and effect.

DATED THIS \_\_\_\_\_ DAY OF 8/26/2024, 2024.

Signed by:  
  
 By: \_\_\_\_\_  
EB9A7895F10E4A5...

Kevin M. Greenwood, Port Executive Director

DocuSigned by:  
  
 By: \_\_\_\_\_  
5660AEC00194CE...

Jonathan Fessler, Owner

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# Commission Memo

Prepared by: Kevin Greenwood  
Date: September 17, 2024  
Re: Lease Addendum No. 1 – Aletta Wilson



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Aletta Wilson has leased Suite 101 in the Marina East building since 2017 and has been a great tenant. The terms of the 2023 Lease Agreement provide a second option to extend the lease term for an additional year. Aletta Wilson has expressed desire to use the option to extend the term until March 31, 2025.

**RECOMMENDATION:** MOTION to approve Addendum No. 1 to lease with Aletta Wilson for Suite 101 in the Marina East building.

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ADDENDUM NO.1 TO LEASE

**Whereas**, the Port of Hood River (“Lessor” or “Port”) and Aletta Wilson, (“Lessee”) entered into a lease of Suite 101 in the Marina Park #1 Building (“Building”) located at 700 E. Port Marina Drive, Hood River, Oregon (“Leased Premises”), effective October 1, 2023 (“Lease”); and,

**Whereas**, Pursuant to Section 2 of the Lease Agreement, Lessee has requested a six (6) month extension of the Lease; and,

**Therefore**, Lessor and Lessee agree the Lease is amended as follows:

1. The Lease term is extended, and the Lease shall remain in effect through March 31, 2025.

Except as modified by this Addendum No.1 to Lease, all terms and conditions of the Lease and preceding addendums shall remain in full force and effect.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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

Kevin M. Greenwood, Port Executive Director

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

Aletta Wilson, Owner

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# Commission Memo

Prepared by: Daryl Stafford  
Date: September 17, 2024  
Re: Maritime Waterfront Concession Storage



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The Port owns the Maritime building located on West Portway and currently leases it out to Hood River Distillers (HRD). The parking area to the east of the building in the fenced in yard is not part of HRD's lease agreement. For the last four years the Port has leased out the parking space in the east Maritime parking lot to Port Waterfront Recreation Concessions for winter storage of their gear trailers, storage trucks, and jet skis.

Four concessions would like to continue with renting the space for another season. The Concessions have been notified that this is likely the last year to utilize this area for storage due to plans for the Port to put in a parking lot in that location.

**RECOMMENDATION:** MOTION to approve Property Use and License Agreements for: Brian's Kiteboarding, Windsurfing & SUP; Doug's Hood River Water Adventures; Cascade Kiteboarding; and Columbia Gorge Wind & Water Association.

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PORT OF HOOD RIVER

**PROPERTY USE AND LICENSE AGREEMENT**

This Use and License Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Brian’s Kiteboarding, Windsurfing & SUP, a Port Waterfront Concession, (“Grantee”), and the Port of Hood River, an Oregon municipal corporation (“Port”). Each party is individually referred to as “Party” and collectively referred to as “Parties”.

**Recitals**

WHEREAS, The Port owns property known as the Maritime Building and Parking Lot located at 910 Portway Avenue, Hood River, OR, more particularly described in Exhibit “A”, attached and incorporated into this Agreement (“Parking Premises”); and

WHEREAS, Grantee desires to use the **Space #2** in the Parking Premises for the storage of Waterfront Concession trailers, box truck and jet skis; and

WHEREAS, the Port desires to permit Grantee’s use of the Parking Premises, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreement**

1. LICENSE- The Port grants to Grantee a temporary, limited, revocable, and non-transferrable license to use Space #2, approximately 800 square feet (20’ x 40’) within the fenced Parking Premises directly west of and adjacent to the Port’s Maritime Building, for the use identified in Section 2 for the duration of the Use Dates.
2. USE- Grantee may use the Parking Premises for the storage of Grantee’s Waterfront Recreation Concession storage trailers, box truck, and jet skis during the Use Dates, subject to the terms of this Agreement and applicable statutes, ordinances and rules.
3. USE DATES- Grantee may use the Parking Premises pursuant to this Agreement on the following days and times (“Use Dates”):
  - o **All days between September 15, 2024 – April 15, 2025, inclusive of the start and end dates**
4. FEES- The fee for the Parking Premises use for the duration of the Use Dates will be **\$600**, which Grantee will pay in full to the Port beginning on the effective date and shall not be prorated. All fees are payable to the Port of Hood River and must be sent to the Office of the Port attention Finance Department, located at 1000 E Port Marina Dr., Hood River, OR 97031. Late payments shall bear interest thereon from the date due until paid at the rate of 20% per annum.

5. **CONDITIONS-** The parties further agree to the following terms and conditions in connection with Grantee's use of the Parking Premises:
- a. Grantee shall use the Parking Premises to store concession trailer(s), box truck, jet skis, and or equipment owned by Grantee associated with Grantee's seasonal waterfront recreation business operations conducted on port property. Grantee's stored trailer(s) and box truck must remain locked, and all contents must remain inside of the trailer(s) and truck while stored within the Parking Premises. Grantee agrees that it will not utilize Port utilities or lights within the Parking Premises. No work, repairs, or construction shall be done on Grantee's trailer(s), box truck, jet skis, or items there within, while located within or on the Parking Premises. The Parking Premises shall not be used for any purpose other than the storage of Grantee's single box truck, concession trailer(s), and jet skis without the written consent of the Port, which may be granted or denied at the Port's discretion.
  - b. Grantee shall in no way disrupt or inhibit the daily business operations of the tenants within the Maritime Building or the use of any other authorized Grantee on or within the Parking Premises. Grantee shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to its occupancy or use of Port property, and shall comply with all Port ordinances, rules, or requests regarding use of the area during the Use Dates of this Agreement.
  - c. Grantee agrees to promptly remove any debris caused by or related to Grantee's use of the Parking Premises and to keep the area in a clean condition for the term of this Agreement. Grantee shall not do anything which damages Port property.
  - d. Upon completion of the Use Dates, Grantee shall ensure that the Parking Premises is returned to as good of a condition as it was in upon the Effective Date, ordinary wear and tear excepted. Grantee shall repair any damages to Parking Premises caused by Grantee's activities.
  - e. Grantee shall comply with any conditions imposed by the City of Hood River or County of Hood River applicable to Grantee's activities at the Parking Premises. Failure to comply with those conditions will lead to the revocation of this Agreement.
  - f. Grantee acknowledges that the Port makes no representations regarding the accessibility of vehicular ingress or egress routes or parking spaces during the Use Dates due to snow, ice or other weather conditions. The Port will not be responsible for plowing or sanding of any part of the Parking Premises or Parking Premises entrance areas.
6. **INSURANCE-** During the term of this Agreement, Grantee shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage in a form reasonably acceptable to the Port issued on an occurrence basis in an amount not less than \$1,000,000 combined single limit per occurrence ("Commercial Insurance") and shall keep in effect motor vehicle insurance coverage for all trailers to be located on Port property ("Vehicle Insurance"). Before Grantee uses the Parking Premises, Grantee shall provide the Port with proof of insurance coverage with a certificate naming the Port, its employees, agents, and Commissioners as an additional insured, and requiring that insurance coverage shall not be canceled without thirty (30) days written notice from the insurance company to the Port. Oregon law (ORS 87.686) requires that rental agreements which

pertain to Parking Premises space provide certain notifications about the application of insurance to the personal property stored in such space. The Port hereby notifies Grantee that the personal property stored in the Parking Premises unit(s) is not protected by Port's insurance. By signing below, Grantee acknowledges receipt of this notice.

7. ASSIGNMENT- Grantee may not assign or in any manner transfer Grantee's rights and obligations under this Agreement to any other individual or entity, or interest herein without the previous written consent of the Port. Grantee may not to sublet the Parking Premises or any part or parts thereof without like consent.
8. ENTIRE AGREEMENT; AMENDMENTS- This Agreement contains the entire agreement of the parties with respect to the Parking Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Agreement may not be modified, supplemented, or amended in any manner except by written instrument signed by both parties.
9. INDEMNITY- Grantee shall indemnify, defend, and hold the Port, its Commissioners, officers, employees, agents, and volunteers harmless from any claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent arising from or related to the Agreement or arising from or related to any act of Grantee or Grantee's agents, contractors, employees, invitees, licensees, or volunteers in or about the Parking Premises.
10. TERMINATION- This Agreement can be terminated immediately by the Port, upon written notice of said termination, for the following reasons: (1) failure to pay the Port within 30 days of the payment due date stated in Section 5 of this Agreement; (2) failure by Grantee to observe or perform any other provision of this Agreement; or 3) due to fire, hazardous conditions, threat to public safety and other unplanned acts of nature or circumstances beyond either Party's reasonable control that materially impact the use of the Parking Premises. In addition, the Port may revoke this Agreement at its discretion with fourteen (14) days prior notice of its intent to do so, and in such a case, neither Grantee, nor any third party, shall have the right to claim damages of any kind resulting from the cancellation, or compensation by the Port. If the Port terminates this Agreement at its discretion for convenience, the Grantee will be refunded a prorated amount of the cost of the Agreement yet unperformed. Grantee may terminate this Agreement for convenience with thirty (30) days written notice to the Port. If Grantee terminates this Agreement for convenience, Grantee will be responsible for any costs that were accrued by Port in service of this Agreement prior to Grantee's written request for termination.
11. DEFAULT- Time is of the essence of performance of all the requirements of this Agreement. If any Rent or other sums payable by Grantee to the Port shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Grantee shall fail to comply with any term or condition or fulfill any obligation of the Agreement (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Grantee specifying the nature of the default with reasonable particularity, or if Grantee shall declare bankruptcy or be insolvent according to law or if an assignment of Grantee's property shall be made for the benefit of creditors or if Grantee shall abandon the Parking Premises, then in any of said events Grantee shall be deemed in default hereunder. In the event of a default the Agreement may be terminated at the option of Port. If the Agreement is terminated, Grantee's liability to Port for Rent and damages shall survive such

termination and Port may re-enter, take possession of the Parking Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

12. GOVERNING LAW AND DISPUTE RESOLUTION- This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute involving this Agreement may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, mediation or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.
13. ATTORNEY'S FEES- If either Party incurs attorney's fees (including attorney's fees incurred in any bankruptcy or administrative proceeding or in any appeal) as a result of a breach or default under the terms of this Agreement by the other Party, the Party incurring attorney's fees shall be entitled to reimbursement.
14. MISCELLANEOUS- Neither Party is to be considered an agent or employee of the other. This Agreement shall be governed by the laws of the state of Oregon without regard to conflict of law principles. Both Parties waive their right to a jury trial in the event of a conflict under this Agreement. This Agreement is intended both as the final expression of the agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties. If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SIGNING AUTHORITY- Each person signing this Agreement on behalf of the Port and Grantee represents and warrants they have the right to do so.

GRANTEE:

PORT OF HOOD RIVER:

\_\_\_\_\_  
Kayla Schurton, Owner  
Brian’s Kiteboarding, Windsurfing & SUP  
PO Box 382  
Hood River, Oregon 97031  
(541) 806-4873  
[kayla.schurton@gmail.com](mailto:kayla.schurton@gmail.com)

\_\_\_\_\_  
Kevin M. Greenwood, Executive Director  
1000 E. Port Marina Drive  
Hood River OR 97031  
(541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

If an individual is signing on his or her own behalf, that person shall be considered the “Grantee”. If a person is signing on behalf of an organization, corporation, or other public or private entity, the entity shall be considered the “Grantee”. If a person is signing on behalf of an organization, corporation, or other public or private entity, that person warrants that they have the right to sign for and bind the organization, corporation, or other public or private entity under this Agreement. Any person who signs this Contract for an organization, corporation, or other public or private entity without authority to bind the organization shall be considered the “Grantee” and shall be personally liable for the performance of the terms of this Agreement.

**Exhibit “A” PARKING PREMISES- Brian’s Kiteboarding, Windsurfing & SUP Space #2**



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PORT OF HOOD RIVER

**PROPERTY USE AND LICENSE AGREEMENT**

This Use and License Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between Doug's Hood River Water Adventures, a Port Waterfront Concession, ("Grantee"), and the Port of Hood River, an Oregon municipal corporation ("Port"). Each party is individually referred to as "Party" and collectively referred to as "Parties".

**Recitals**

WHEREAS, The Port owns property known as the Maritime Building and Parking Lot located at 910 Portway Avenue, Hood River, OR, more particularly described in Exhibit "A", attached and incorporated into this Agreement ("Parking Premises"); and

WHEREAS, Grantee desires to use the **Space #1** in the Parking Premises for the storage of Waterfront Concession trailers and jet skis; and

WHEREAS, the Port desires to permit Grantee's use of the Parking Premises, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreement**

1. LICENSE- The Port grants to Grantee a temporary, limited, revocable, and non-transferrable license to use Space #1, approximately 800 square feet (20' x 40') within the fenced Parking Premises directly west of and adjacent to the Port's Maritime Building, for the use identified in Section 2 for the duration of the Use Dates.
2. USE- Grantee may use the Parking Premises for the storage of Grantee's Waterfront Recreation Concession storage trailers and jet skis during the Use Dates, subject to the terms of this Agreement and applicable statutes, ordinances and rules.
3. USE DATES- Grantee may use the Parking Premises pursuant to this Agreement on the following days and times ("Use Dates"):
  - o **All days between September 15, 2024 – April 15, 2025, inclusive of the start and end dates**
4. FEES- The fee for the Parking Premises use for the duration of the Use Dates will be **\$600**, which Grantee will pay in full to the Port beginning on the effective date and shall not be prorated. All fees are payable to the Port of Hood River and must be sent to the Office of the Port attention Finance Department, located at 1000 E Port Marina Dr., Hood River, OR 97031. Late payments shall bear interest thereon from the date due until paid at the rate of 20% per annum.

5. CONDITIONS- The parties further agree to the following terms and conditions in connection with Grantee's use of the Parking Premises:
- a. Grantee shall use the Parking Premises to store concession trailer(s), jet skis, and or equipment owned by Grantee associated with Grantee's seasonal waterfront recreation business operations conducted on port property. Grantee's stored trailer(s) must remain locked, and all contents must remain inside of the trailer(s) while stored within the Parking Premises. Grantee agrees that it will not utilize Port utilities or lights within the Parking Premises. No work, repairs, or construction shall be done on Grantee's trailer(s), jet ski, or items there within, while located within or on the Parking Premises. The Parking Premises shall not be used for any purpose other than the storage of Grantee's single concession trailer(s), and jet skis without the written consent of the Port, which may be granted or denied at the Port's discretion.
  - b. Grantee shall in no way disrupt or inhibit the daily business operations of the tenants within the Maritime Building or the use of any other authorized Grantee on or within the Parking Premises. Grantee shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to its occupancy or use of Port property, and shall comply with all Port ordinances, rules, or requests regarding use of the area during the Use Dates of this Agreement.
  - c. Grantee agrees to promptly remove any debris caused by or related to Grantee's use of the Parking Premises and to keep the area in a clean condition for the term of this Agreement. Grantee shall not do anything which damages Port property.
  - d. Upon completion of the Use Dates, Grantee shall ensure that the Parking Premises is returned to as good of a condition as it was in upon the Effective Date, ordinary wear and tear excepted. Grantee shall repair any damages to Parking Premises caused by Grantee's activities.
  - e. Grantee shall comply with any conditions imposed by the City of Hood River or County of Hood River applicable to Grantee's activities at the Parking Premises. Failure to comply with those conditions will lead to the revocation of this Agreement.
  - f. Grantee acknowledges that the Port makes no representations regarding the accessibility of vehicular ingress or egress routes or parking spaces during the Use Dates due to snow, ice or other weather conditions. The Port will not be responsible for plowing or sanding of any part of the Parking Premises or Parking Premises entrance areas.
6. INSURANCE- During the term of this Agreement, Grantee shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage in a form reasonably acceptable to the Port issued on an occurrence basis in an amount not less than \$1,000,000 combined single limit per occurrence ("Commercial Insurance") and shall keep in effect motor vehicle insurance coverage for all trailers to be located on Port property ("Vehicle Insurance"). Before Grantee uses the Parking Premises, Grantee shall provide the Port with proof of insurance coverage with a certificate naming the Port, its employees, agents, and Commissioners as an additional insured, and requiring that insurance coverage shall not be canceled without thirty (30) days written notice from the insurance company to the Port. Oregon law (ORS 87.686) requires that rental agreements which pertain to Parking Premises space provide certain notifications about the application of insurance to

the personal property stored in such space. The Port hereby notifies Grantee that the personal property stored in the Parking Premises unit(s) is not protected by Port's insurance. By signing below, Grantee acknowledges receipt of this notice.

7. ASSIGNMENT- Grantee may not assign or in any manner transfer Grantee's rights and obligations under this Agreement to any other individual or entity, or interest herein without the previous written consent of the Port. Grantee may not to sublet the Parking Premises or any part or parts thereof without like consent.
8. ENTIRE AGREEMENT; AMENDMENTS- This Agreement contains the entire agreement of the parties with respect to the Parking Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Agreement may not be modified, supplemented, or amended in any manner except by written instrument signed by both parties.
9. INDEMNITY- Grantee shall indemnify, defend, and hold the Port, its Commissioners, officers, employees, agents, and volunteers harmless from any claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent arising from or related to the Agreement or arising from or related to any act of Grantee or Grantee's agents, contractors, employees, invitees, licensees, or volunteers in or about the Parking Premises.
10. TERMINATION- This Agreement can be terminated immediately by the Port, upon written notice of said termination, for the following reasons: (1) failure to pay the Port within 30 days of the payment due date stated in Section 5 of this Agreement; (2) failure by Grantee to observe or perform any other provision of this Agreement; or 3) due to fire, hazardous conditions, threat to public safety and other unplanned acts of nature or circumstances beyond either Party's reasonable control that materially impact the use of the Parking Premises. In addition, the Port may revoke this Agreement at its discretion with fourteen (14) days prior notice of its intent to do so, and in such a case, neither Grantee, nor any third party, shall have the right to claim damages of any kind resulting from the cancellation, or compensation by the Port. If the Port terminates this Agreement at its discretion for convenience, the Grantee will be refunded a prorated amount of the cost of the Agreement yet unperformed. Grantee may terminate this Agreement for convenience with thirty (30) days written notice to the Port. If Grantee terminates this Agreement for convenience, Grantee will be responsible for any costs that were accrued by Port in service of this Agreement prior to Grantee's written request for termination.
11. DEFAULT- Time is of the essence of performance of all the requirements of this Agreement. If any Rent or other sums payable by Grantee to the Port shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Grantee shall fail to comply with any term or condition or fulfill any obligation of the Agreement (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Grantee specifying the nature of the default with reasonable particularity, or if Grantee shall declare bankruptcy or be insolvent according to law or if an assignment of Grantee's property shall be made for the benefit of creditors or if Grantee shall abandon the Parking Premises, then in any of said events Grantee shall be deemed in default hereunder. In the event of a default the Agreement may be terminated at the option of Port. If the Agreement is terminated, Grantee's liability to Port for Rent and damages shall survive such termination and Port may re-enter, take possession of the Parking Premises, and remove any persons

or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

12. **GOVERNING LAW AND DISPUTE RESOLUTION-** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute involving this Agreement may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, mediation or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.
13. **ATTORNEY'S FEES-** If either Party incurs attorney's fees (including attorney's fees incurred in any bankruptcy or administrative proceeding or in any appeal) as a result of a breach or default under the terms of this Agreement by the other Party, the Party incurring attorney's fees shall be entitled to reimbursement.
14. **MISCELLANEOUS-** Neither Party is to be considered an agent or employee of the other. This Agreement shall be governed by the laws of the state of Oregon without regard to conflict of law principles. Both Parties waive their right to a jury trial in the event of a conflict under this Agreement. This Agreement is intended both as the final expression of the agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties. If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SIGNING AUTHORITY- Each person signing this Agreement on behalf of the Port and Grantee represents and warrants they have the right to do so.

GRANTEE:

PORT OF HOOD RIVER:

\_\_\_\_\_  
John Melesko, Owner  
Doug’s Hood River Water Adventures  
101 Oak St.  
Hood River, Oregon 97031  
(860) 689-5329  
[john@dougshoodriver.com](mailto:john@dougshoodriver.com)

\_\_\_\_\_  
Kevin M. Greenwood, Executive Director  
1000 E. Port Marina Drive  
Hood River OR 97031  
(541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

If an individual is signing on his or her own behalf, that person shall be considered the “Grantee”. If a person is signing on behalf of an organization, corporation, or other public or private entity, the entity shall be considered the “Grantee”. If a person is signing on behalf of an organization, corporation, or other public or private entity, that person warrants that they have the right to sign for and bind the organization, corporation, or other public or private entity under this Agreement. Any person who signs this Contract for an organization, corporation, or other public or private entity without authority to bind the organization shall be considered the “Grantee” and shall be personally liable for the performance of the terms of this Agreement.

**Exhibit “A” PARKING PREMISES- Doug’s Hood River Water Adventures Space #1**



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## PORT OF HOOD RIVER

**PROPERTY USE AND LICENSE AGREEMENT**

This Use and License Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Cascade Kiteboarding, a Port Waterfront Concession, (“Grantee”), and the Port of Hood River, an Oregon municipal corporation (“Port”). Each party is individually referred to as “Party” and collectively referred to as “Parties”.

**Recitals**

WHEREAS, The Port owns property known as the Maritime Building and Parking Lot located at 910 Portway Avenue, Hood River, OR, more particularly described in Exhibit “A”, attached and incorporated into this Agreement (“Parking Premises”); and

WHEREAS, Grantee desires to use the **Space #3** in the Parking Premises for the storage of Waterfront Concession trailers, single box truck, and jet skis; and

WHEREAS, the Port desires to permit Grantee’s use of the Parking Premises, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreement**

1. LICENSE- The Port grants to Grantee a temporary, limited, revocable, and non-transferrable license to use Space #3, approximately 800 square feet (20’ x 40’) within the fenced Parking Premises directly west of and adjacent to the Port’s Maritime Building, for the use identified in Section 2 for the duration of the Use Dates.
2. USE- Grantee may use the Parking Premises for the storage of Grantee’s Waterfront Recreation Concession storage trailers, box truck, and jet skis during the Use Dates, subject to the terms of this Agreement and applicable statutes, ordinances and rules.
3. USE DATES- Grantee may use the Parking Premises pursuant to this Agreement on the following days and times (“Use Dates”):
  - **All days between September 15, 2024 – April 15, 2025, inclusive of the start and end dates**
4. FEES- The fee for the Parking Premises use for the duration of the Use Dates will be **\$600**, which Grantee will pay in full to the Port beginning on the effective date and shall not be prorated. All fees are payable to the Port of Hood River and must be sent to the Office of the Port attention Finance Department, located at 1000 E Port Marina Dr., Hood River, OR 97031. Late payments shall bear interest thereon from the date due until paid at the rate of 20% per annum.

5. **CONDITIONS-** The parties further agree to the following terms and conditions in connection with Grantee's use of the Parking Premises:
- a. Grantee shall use the Parking Premises to store concession trailer(s), box truck, jet skis, and or equipment owned by Grantee associated with Grantee's seasonal waterfront recreation business operations conducted on port property. Grantee's stored trailer(s) and truck must remain locked, and all contents must remain inside of the trailer(s) and truck while stored within the Parking Premises. Grantee agrees that it will not utilize Port utilities or lights within the Parking Premises. No work, repairs, or construction shall be done on Grantee's trailer(s), truck, jet skis, or items there within, while located within or on the Parking Premises. The Parking Premises shall not be used for any purpose other than the storage of Grantee's single truck, concession trailer(s), and jet skis without the written consent of the Port, which may be granted or denied at the Port's discretion.
  - b. Grantee shall in no way disrupt or inhibit the daily business operations of the tenants within the Maritime Building or the use of any other authorized Grantee on or within the Parking Premises. Grantee shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to its occupancy or use of Port property, and shall comply with all Port ordinances, rules, or requests regarding use of the area during the Use Dates of this Agreement.
  - c. Grantee agrees to promptly remove any debris caused by or related to Grantee's use of the Parking Premises and to keep the area in a clean condition for the term of this Agreement. Grantee shall not do anything which damages Port property.
  - d. Upon completion of the Use Dates, Grantee shall ensure that the Parking Premises is returned to as good of a condition as it was in upon the Effective Date, ordinary wear and tear excepted. Grantee shall repair any damages to Parking Premises caused by Grantee's activities.
  - e. Grantee shall comply with any conditions imposed by the City of Hood River or County of Hood River applicable to Grantee's activities at the Parking Premises. Failure to comply with those conditions will lead to the revocation of this Agreement.
  - f. Grantee acknowledges that the Port makes no representations regarding the accessibility of vehicular ingress or egress routes or parking spaces during the Use Dates due to snow, ice or other weather conditions. The Port will not be responsible for plowing or sanding of any part of the Parking Premises or Parking Premises entrance areas.
6. **INSURANCE-** During the term of this Agreement, Grantee shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage in a form reasonably acceptable to the Port issued on an occurrence basis in an amount not less than \$1,000,000 combined single limit per occurrence ("Commercial Insurance") and shall keep in effect motor vehicle insurance coverage for all trailers to be located on Port property ("Vehicle Insurance"). Before Grantee uses the Parking Premises, Grantee shall provide the Port with proof of insurance coverage with a certificate naming the Port, its employees, agents, and Commissioners as an additional insured, and requiring that insurance coverage shall not be canceled without thirty (30) days written notice from the insurance company to the Port. Oregon law (ORS 87.686) requires that rental agreements which pertain to Parking Premises space provide certain notifications about the application of insurance to

the personal property stored in such space. The Port hereby notifies Grantee that the personal property stored in the Parking Premises unit(s) is not protected by Port's insurance. By signing below, Grantee acknowledges receipt of this notice.

7. ASSIGNMENT- Grantee may not assign or in any manner transfer Grantee's rights and obligations under this Agreement to any other individual or entity, or interest herein without the previous written consent of the Port. Grantee may not to sublet the Parking Premises or any part or parts thereof without like consent.
8. ENTIRE AGREEMENT; AMENDMENTS- This Agreement contains the entire agreement of the parties with respect to the Parking Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Agreement may not be modified, supplemented, or amended in any manner except by written instrument signed by both parties.
9. INDEMNITY- Grantee shall indemnify, defend, and hold the Port, its Commissioners, officers, employees, agents, and volunteers harmless from any claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent arising from or related to the Agreement or arising from or related to any act of Grantee or Grantee's agents, contractors, employees, invitees, licensees, or volunteers in or about the Parking Premises.
10. TERMINATION- This Agreement can be terminated immediately by the Port, upon written notice of said termination, for the following reasons: (1) failure to pay the Port within 30 days of the payment due date stated in Section 5 of this Agreement; (2) failure by Grantee to observe or perform any other provision of this Agreement; or 3) due to fire, hazardous conditions, threat to public safety and other unplanned acts of nature or circumstances beyond either Party's reasonable control that materially impact the use of the Parking Premises. In addition, the Port may revoke this Agreement at its discretion with fourteen (14) days prior notice of its intent to do so, and in such a case, neither Grantee, nor any third party, shall have the right to claim damages of any kind resulting from the cancellation, or compensation by the Port. If the Port terminates this Agreement at its discretion for convenience, the Grantee will be refunded a prorated amount of the cost of the Agreement yet unperformed. Grantee may terminate this Agreement for convenience with thirty (30) days written notice to the Port. If Grantee terminates this Agreement for convenience, Grantee will be responsible for any costs that were accrued by Port in service of this Agreement prior to Grantee's written request for termination.
11. DEFAULT- Time is of the essence of performance of all the requirements of this Agreement. If any Rent or other sums payable by Grantee to the Port shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Grantee shall fail to comply with any term or condition or fulfill any obligation of the Agreement (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Grantee specifying the nature of the default with reasonable particularity, or if Grantee shall declare bankruptcy or be insolvent according to law or if an assignment of Grantee's property shall be made for the benefit of creditors or if Grantee shall abandon the Parking Premises, then in any of said events Grantee shall be deemed in default hereunder. In the event of a default the Agreement may be terminated at the option of Port. If the Agreement is terminated, Grantee's liability to Port for Rent and damages shall survive such termination and Port may re-enter, take possession of the Parking Premises, and remove any persons

or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

12. **GOVERNING LAW AND DISPUTE RESOLUTION-** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute involving this Agreement may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, mediation or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.
13. **ATTORNEY'S FEES-** If either Party incurs attorney's fees (including attorney's fees incurred in any bankruptcy or administrative proceeding or in any appeal) as a result of a breach or default under the terms of this Agreement by the other Party, the Party incurring attorney's fees shall be entitled to reimbursement.
14. **MISCELLANEOUS-** Neither Party is to be considered an agent or employee of the other. This Agreement shall be governed by the laws of the state of Oregon without regard to conflict of law principles. Both Parties waive their right to a jury trial in the event of a conflict under this Agreement. This Agreement is intended both as the final expression of the agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties. If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SIGNING AUTHORITY- Each person signing this Agreement on behalf of the Port and Grantee represents and warrants they have the right to do so.

GRANTEE:

PORT OF HOOD RIVER:

\_\_\_\_\_  
Tyrel Graves, Owner  
Cascade Kiteboarding  
1405 14<sup>th</sup> St.  
Hood River, Oregon 97031  
(805) 708-3853  
[lvp707@gmail.com](mailto:lvp707@gmail.com)

\_\_\_\_\_  
Kevin M. Greenwood, Executive Director  
1000 E. Port Marina Drive  
Hood River OR 97031  
(541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

If an individual is signing on his or her own behalf, that person shall be considered the "Grantee". If a person is signing on behalf of an organization, corporation, or other public or private entity, the entity shall be considered the "Grantee". If a person is signing on behalf of an organization, corporation, or other public or private entity, that person warrants that they have the right to sign for and bind the organization, corporation, or other public or private entity under this Agreement. Any person who signs this Contract for an organization, corporation, or other public or private entity without authority to bind the organization shall be considered the "Grantee" and shall be personally liable for the performance of the terms of this Agreement.

**Exhibit "A" PARKING PREMISES- Cascade Kiteboarding Space #3**



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PORT OF HOOD RIVER

**PROPERTY USE AND LICENSE AGREEMENT**

This Use and License Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between the Columbia Gorge Wind & Water Association, a 501(c)(3) non-profit and a Port Waterfront Concession, (“Grantee”), and the Port of Hood River, an Oregon municipal corporation (“Port”). Each party is individually referred to as “Party” and collectively referred to as “Parties”.

**Recitals**

WHEREAS, The Port owns property known as the Maritime Building and Parking Lot located at 910 Portway Avenue, Hood River, OR, more particularly described in Exhibit “A”, attached and incorporated into this Agreement (“Parking Premises”); and

WHEREAS, Grantee desires to use the **Space #5** in the Parking Premises for the storage of Waterfront Concession trailers and jet skis; and

WHEREAS, the Port desires to permit Grantee’s use of the Parking Premises, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreement**

1. LICENSE- The Port grants to Grantee a temporary, limited, revocable, and non-transferrable license to use Space #5, approximately 800 square feet (20’ x 40’) within the fenced Parking Premises directly west of and adjacent to the Port’s Maritime Building, for the use identified in Section 2 for the duration of the Use Dates.
2. USE- Grantee may use the Parking Premises for the storage of Grantee’s Waterfront Recreation Concession storage trailers and jet skis during the Use Dates, subject to the terms of this Agreement and applicable statutes, ordinances and rules.
3. USE DATES- Grantee may use the Parking Premises pursuant to this Agreement on the following days and times (“Use Dates”):
  - o **All days between September 15, 2024 – April 15, 2025, inclusive of the start and end dates**
4. FEES- The fee for the Parking Premises use for the duration of the Use Dates will be **\$600**, which Grantee will pay in full to the Port beginning on the effective date and shall not be prorated. All fees are payable to the Port of Hood River and must be sent to the Office of the Port attention Finance Department, located at 1000 E Port Marina Dr., Hood River, OR 97031. Late payments shall bear interest thereon from the date due until paid at the rate of 20% per annum.

5. CONDITIONS- The parties further agree to the following terms and conditions in connection with Grantee's use of the Parking Premises:
- a. Grantee shall use the Parking Premises to store concession trailer(s), jet skis, and or equipment owned by Grantee associated with Grantee's seasonal waterfront recreation business operations conducted on port property. Grantee's stored trailer(s) must remain locked, and all contents must remain inside of the trailer(s) while stored within the Parking Premises. Grantee agrees that it will not utilize Port utilities or lights within the Parking Premises. No work, repairs, or construction shall be done on Grantee's trailer(s), jet ski, or items there within, while located within or on the Parking Premises. The Parking Premises shall not be used for any purpose other than the storage of Grantee's single concession trailer(s), and jet skis without the written consent of the Port, which may be granted or denied at the Port's discretion.
  - b. Grantee shall in no way disrupt or inhibit the daily business operations of the tenants within the Maritime Building or the use of any other authorized Grantee on or within the Parking Premises. Grantee shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to its occupancy or use of Port property, and shall comply with all Port ordinances, rules, or requests regarding use of the area during the Use Dates of this Agreement.
  - c. Grantee agrees to promptly remove any debris caused by or related to Grantee's use of the Parking Premises and to keep the area in a clean condition for the term of this Agreement. Grantee shall not do anything which damages Port property.
  - d. Upon completion of the Use Dates, Grantee shall ensure that the Parking Premises is returned to as good of a condition as it was in upon the Effective Date, ordinary wear and tear excepted. Grantee shall repair any damages to Parking Premises caused by Grantee's activities.
  - e. Grantee shall comply with any conditions imposed by the City of Hood River or County of Hood River applicable to Grantee's activities at the Parking Premises. Failure to comply with those conditions will lead to the revocation of this Agreement.
  - f. Grantee acknowledges that the Port makes no representations regarding the accessibility of vehicular ingress or egress routes or parking spaces during the Use Dates due to snow, ice or other weather conditions. The Port will not be responsible for plowing or sanding of any part of the Parking Premises or Parking Premises entrance areas.
6. INSURANCE- During the term of this Agreement, Grantee shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage in a form reasonably acceptable to the Port issued on an occurrence basis in an amount not less than \$1,000,000 combined single limit per occurrence ("Commercial Insurance") and shall keep in effect motor vehicle insurance coverage for all trailers to be located on Port property ("Vehicle Insurance"). Before Grantee uses the Parking Premises, Grantee shall provide the Port with proof of insurance coverage with a certificate naming the Port, its employees, agents, and Commissioners as an additional insured, and requiring that insurance coverage shall not be canceled without thirty (30) days written notice from the insurance company to the Port. Oregon law (ORS 87.686) requires that rental agreements which pertain to Parking Premises space provide certain notifications about the application of insurance to



the personal property stored in such space. The Port hereby notifies Grantee that the personal property stored in the Parking Premises unit(s) is not protected by Port's insurance. By signing below, Grantee acknowledges receipt of this notice.

7. ASSIGNMENT- Grantee may not assign or in any manner transfer Grantee's rights and obligations under this Agreement to any other individual or entity, or interest herein without the previous written consent of the Port. Grantee may not to sublet the Parking Premises or any part or parts thereof without like consent.
8. ENTIRE AGREEMENT; AMENDMENTS- This Agreement contains the entire agreement of the parties with respect to the Parking Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Agreement may not be modified, supplemented, or amended in any manner except by written instrument signed by both parties.
9. INDEMNITY- Grantee shall indemnify, defend, and hold the Port, its Commissioners, officers, employees, agents, and volunteers harmless from any claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent arising from or related to the Agreement or arising from or related to any act of Grantee or Grantee's agents, contractors, employees, invitees, licensees, or volunteers in or about the Parking Premises.
10. TERMINATION- This Agreement can be terminated immediately by the Port, upon written notice of said termination, for the following reasons: (1) failure to pay the Port within 30 days of the payment due date stated in Section 5 of this Agreement; (2) failure by Grantee to observe or perform any other provision of this Agreement; or 3) due to fire, hazardous conditions, threat to public safety and other unplanned acts of nature or circumstances beyond either Party's reasonable control that materially impact the use of the Parking Premises. In addition, the Port may revoke this Agreement at its discretion with fourteen (14) days prior notice of its intent to do so, and in such a case, neither Grantee, nor any third party, shall have the right to claim damages of any kind resulting from the cancellation, or compensation by the Port. If the Port terminates this Agreement at its discretion for convenience, the Grantee will be refunded a prorated amount of the cost of the Agreement yet unperformed. Grantee may terminate this Agreement for convenience with thirty (30) days written notice to the Port. If Grantee terminates this Agreement for convenience, Grantee will be responsible for any costs that were accrued by Port in service of this Agreement prior to Grantee's written request for termination.
11. DEFAULT- Time is of the essence of performance of all the requirements of this Agreement. If any Rent or other sums payable by Grantee to the Port shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Grantee shall fail to comply with any term or condition or fulfill any obligation of the Agreement (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Grantee specifying the nature of the default with reasonable particularity, or if Grantee shall declare bankruptcy or be insolvent according to law or if an assignment of Grantee's property shall be made for the benefit of creditors or if Grantee shall abandon the Parking Premises, then in any of said events Grantee shall be deemed in default hereunder. In the event of a default the Agreement may be terminated at the option of Port. If the Agreement is terminated, Grantee's liability to Port for Rent and damages shall survive such termination and Port may re-enter, take possession of the Parking Premises, and remove any persons

or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

12. GOVERNING LAW AND DISPUTE RESOLUTION- This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute involving this Agreement may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, mediation or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.
13. ATTORNEY'S FEES- If either Party incurs attorney's fees (including attorney's fees incurred in any bankruptcy or administrative proceeding or in any appeal) as a result of a breach or default under the terms of this Agreement by the other Party, the Party incurring attorney's fees shall be entitled to reimbursement.
14. MISCELLANEOUS- Neither Party is to be considered an agent or employee of the other. This Agreement shall be governed by the laws of the state of Oregon without regard to conflict of law principles. Both Parties waive their right to a jury trial in the event of a conflict under this Agreement. This Agreement is intended both as the final expression of the agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties. If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SIGNING AUTHORITY- Each person signing this Agreement on behalf of the Port and Grantee represents and warrants they have the right to do so.

GRANTEE:

PORT OF HOOD RIVER:

Mike Stroud, President  
Columbia Gorge Wind & Water Association  
PO Box 182  
Hood River, Oregon 97031  
(541) 386-9225  
[mastroud@charter.net](mailto:mastroud@charter.net)

Kevin M. Greenwood, Executive Director  
1000 E. Port Marina Drive  
Hood River OR 97031  
(541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

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**Exhibit "A" PARKING PREMISES- CGW2 Space #5**



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The following summarizes Replacement Bridge project activities from August 26, 2024 to September 9, 2024:

## HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

### PROGRESSIVE DESIGN-BUILDER (PDB) UPDATE

- Disciplines are progressing with data collection and existing conditions validation and development of the design criteria package.

#### August Deliverables:

Submittal	Date Due	Date Received	Status
Design & Construction Criteria Package	8/16/24	8/15/24	In Review
Standard Deviation Report	8/16/24	8/15/24	In Review

#### September Deliverables:

Submittal	Date Due	Date Received	Status
Equity Management Plan	9/13/24		
Cultural Competency Plan	9/13/24		
Subcontracting Plan	9/13/24		
Utilities Plan	9/13/24		
Environmental Compliance Plan	9/27/24		

## PUBLIC INVOLVEMENT, COMMUNICATIONS & GOVERNMENT RELATIONS

### New/Things to Note

- RAISE grant award has been finalized – and outreach related to bike, pedestrian and transit improvements off the bridge will begin soon
- StoryGorge videos available on project YouTube channel; JLA to work with government relations on rollout:
  - [Emergency services](#)
  - [Everyday users](#)

### Upcoming activities (Sept./Oct.)

- Bridge design online open house focused on bike/ped lanes and lighting is scheduled to go live late September
  - Available for 2 weeks

- Paired with two pop-up events to allow community members to stop by and ask questions
- Tabling at community events - Call to action: We need commissioners to attend these events. Please email [anna.marum@jla.us.com](mailto:anna.marum@jla.us.com) with your preferred event if you're able to stop by for an hour or two:
  - El Grito (Spanish-language event) 3-6 pm, Sunday, Sept. 15, Rhinegarten Park, White Salmon
  - Bridge Centennial Celebration, time TBD, Sunday, Oct. 6, Port of Hood River Marina Green
- Fall newsletter to feature latest design images
- New tolling page for BA website to address questions and concerns

**Longer-term activities (Fall/Winter)**

- Fall/Winter: Gathering footage for mini-documentary detailing how bridge was built
- Late fall: Second bridge design open house

**GOVERNMENT RELATIONS UPDATE**

**New/Things to Note:**

- The team has finalized the government relations plan that will document our strategy for securing the remaining funding the project needs to stay on schedule. We expect to share the plan with the board in September.
- We have begun a series of project briefings with relevant legislators in Oregon, as well as relevant candidates who made it through the Aug. 6 Primary Election in Washington.

**Upcoming activities (September/October)**

- Commissioners Keethler, Fox and Anderson, Mike Shannon and Dan Mahr are traveling to Washington D.C. September 9th to 11th to formally thank federal legislators for their support in securing INFRA funding.
- Commissioners Keethler and Babitz, and Mike Shannon will participate in the Sept.13 JCT Roundtable in the Dalles.
- We are continuing to explore options for a joint Washington/Oregon elected official event this fall. Both Rep. McLain of Oregon and Rep. Fey of Washington have agreed the event should happen, and we are currently targeting Oct. 1 in Portland.

**Longer-term activities (Fall/Winter)**

- Fall: Ongoing outreach to key legislators
- Nov. 5: General election
- November-January: 30-minute briefings with relevant new legislators
- Dec. 10-12: Legislative Days in Oregon

## **FUNDING FINANCE & TOLLING (FFT)**

### Upcoming Work:

- WSDOT Funding
  - Project team continues to work on finalizing the funding agreement with WSDOT SW Region for the Washington state funds that was allocated to the Authority as part of the \$15M in funding commitment from the Washington Legislature in the 23-25 biennium.
- Oregon Funding
  - The Project team is bringing a motion before the Commission for the loan agreement from the Oregon Infrastructure Bank.
  - The \$20M in Oregon funding has been committed to the project and will be available after a 2025 Lottery Bond sale.
- Hood River County
  - Staff and Commissioners met Hood River County on the terms and conditions of the loan from Hood River County on 6/12/24. Legal Counsel has been working with Hood River County counsel on the final terms and conditions of the loan that will be presented to the Commissioners for approval. Hood River County is able to provide the Authority with a \$10M loan.
- Federal Funding
  - Staff has submitted a revised INFRA Grant Agreement to FHWA incorporating all new information, addressing all comments, and answering all questions to date. FHWA has advised that the complete Agreement has now been transmitted to FHWA's office of Acquisition and Grants Management (HCFA) for review. FHWA has indicated that it will be "a few weeks" before we hear anything back from HCFA.
  - Staff has submitted a formal reapplication for the next cycle of Bridge Infrastructure Program (BIP) grant funding. The Authority will be given an opportunity to update and supplement its 2024 application. This is anticipated to occur in October.
- Traffic and Revenue Study
  - After receiving direction from the Board and Finance Committee, work is underway to develop baseline tolling scenarios and models.
- TIFIA
  - Build America Bureau has advised the Authority that the Investment Grade Traffic and Revenue Study must be completed before the Bureau will begin the creditworthiness evaluation process. Staff will work to minimize any adverse impact to the financing timeline.

## **PENDING GRANT FUNDING UPDATES**

- Bridge Investment Program (BIP)
  - NOFO released on 09/27/23
    - Resubmittal of Application 08/01/20224
  - Total Funding Available \$9.620B

- Award Max: \$3B
- Award Min: \$50M
  - The project was not successful in obtaining a BIP grant in 2024. But, because the project was considered to be Highly Recommended we are automatically eligible for next year's cycle. Our application was resubmitted on Aug 1, 2024.
  - The project team has also requested a debrief with the agency.

#### **PENDING GRANT AGREEMENTS**

- Raise Grant: \$3.6M
  - The project was awarded the grant on July 28, 2023.
  - The project team continues to work through the grant agreement with FHWA.
    - FHWA Oregon division has submitted the agreement to FHWA headquarters in DC. The agreement is in its second review and will go to the Chief Council's office and then the Secretary's Office for final approval. They anticipate an additional 6-8 weeks before the agreement will be finalized. FHWA has indicated it would be August 26<sup>th</sup>, 2024 at the earliest.
- INFRA Grant: \$200M
  - The project was awarded the grant January 2024.
  - The project team continues to work with FHWA on finalizing the grant agreement.
    - Staff received approval from FHWA to allow for non-federal expenditures to be applied as local match.
    - The agreement has moved from the regional review to headquarters review in Washington DC

#### **TREATY TRIBE MOA'S**

- A semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.
  - ***Yakama Nation (YN).***
    - YN has finalized the work with Washington Department of Archaeology and Historic Preservation related to the Section 106 and their Traditional Cultural Properties.
    - Project Staff, Commissioners, FHWA and ODOT continue to work with YN on the mitigation for impacts to the tribal treat fishing rights.
      - Meetings are being scheduled by FHWA.
    - ODOT/FHWA had a meeting with YN, HRWSBA has requested that as a signatory to the Treaty MOA's, that they be invited to all future meeting with the tribes regarding the Treaty MOA's.
  - **Nez Perce**
    - Project Staff, Commissioners, FHWA and ODOT continue to work with Nez Perce on the mitigation for impacts to the tribal treat fishing rights.
      - A virtual meeting was held with Nez Perce on 8/7/2024. Nez Perce provided comments through their legal staff on the lates draft of the Tribal meeting.



- Nez Perce is concerned with coordination of river activities during construction and has requested an all tribe meeting be coordinated through CRITFC.
- **Umatilla (CTUIR).**
  - CTUIR will be taking the terms to committee and council for final agreement. It is anticipated to have a signed agreement in August.
  - Next meeting is scheduled for 8/13. Staff will be attending the meeting in person.
- **Warm Springs.**
  - The Project Team, FHWA and ODOT continue to meet with Warm Springs on and continue discussions on the Treaty MOA.
  - Next meeting is scheduled for 8/21. Staff will be attending the meeting in person.

## **SURVEY**

- Upcoming/On-going Work:
  - Prepare updated legal descriptions for OR POHR acquisition (net of former
  - OR-WA Bridge Co lands)
  - Development of Right of Way Maps
  - Further dissection of Port of Hood River bridge deed from 1950.
- Accomplishments:
  - Prepared legal descriptions for OR POHR acquisition
  - Final QC of mapping and upload to SharePoint
  - Completed right of way and property line calculations in WA
  - Completed right of way and property line calculations in OR
  - Integration of prior/current topographic data
  - Completed right of way calculations in WA
  - Coordination with PDB Surveyor
  - Review abutting property vesting deeds in Washington – remaining deeds received from title company

## **RIGHT OF WAY**

### **Work & Task Progress: September 5, 2024**

#### **FHWA Update**

- Met 8/16 with NPS, OPRD, FHWA and project team to discuss 6(f) mitigation
  - 6(f) mitigation analysis must be approved prior to beginning ROW process
  - Appraiser attended and is developing a scope for the 6(f) Yellow Book appraisals
  - Need HRWSBA input on mitigation site for appraiser's scope
- Met with FHWA 8.27 to review parcel boundary concerns
  - Preliminary agreement reached regarding Port 6(f) and boundaries

#### **General Update**

- ROE documents sent to all remaining private property owners 8/22
  - 3 ROEs signed and on file for multiple WA properties
  - Entry permission from WSDOT, Port of HR, and BIA expected before 9/13

- Working on preparing general project ROW acquisition and communication documents with Legal team
- Planning POHR Presentation – Relocation process overview

### **RAMP Progress**

- RAMP has evolved/expanded in scope per FHWA instructions
  - Sent FHWA draft documents 8/16, waiting for feedback to complete checklist
- **Need Authority’s formal process/policy for agency decisions to include in RAMP document**
  - Setting Just Compensation, Authorizing Condemnation
- ROW cost estimate
  - Need design to confirm **all** impacted parcels, types of impacts, & any additional ROW needs

### **BIA TFAS update**

- Met with BIA 9/3/24 to review ROE needs, discussed potential future acquisition
  - Received documents from BIA with requirements for ROW acquisition

### **BNSF**

- Working on coordination with BNSF to establish Prelim. Eng. Agmt. for Aerial easement process
  - Meeting scheduled for 9/13 with new BNSF contact

### **PERMITTING**

- Environmental staff have supported efforts associated with
- outstanding NEPA, Section 106 MOA, and tribal MOA issues.
- Environmental staff have supported the project’s NEPA re-evaluation.
- Environmental staff have met with Kiewit staff regarding non-NEPA
- regulatory permitting processes, deliverables, and schedule.
- Environmental staff facilitated a meeting with USACE and DEQ regarding
- the forthcoming regulatory permitting effort with both agencies.
- Environmental staff have coordinated with the Authority, Port, ODOT, and
- FHWA regarding LWCF 6f compliance.
- Environmental staff have supported submittal of pre-filing meeting requests to DEQ and WDNR.
- Environmental staff reviewed Kiewit’s Design Criteria and Deviations Package.
- Environmental staff have coordinated with USACE regarding establishing a funding agreement between the Authority and USACE to support USACE’s Section 408 review process.

### **AESTHETIC COMMITTEE**

- Final Aesthetics Guidance Memo and its associated appendices delivered on 8/29
- Further involvement from the BAC will be as ambassadors in future open houses

**FINAL EIS/RECORD OF DECISION**

- Upcoming Activities in next 3 weeks.
  - A Project Refinements memo is being prepared to capture the teams current understanding of the design and will be completed the week of 9/9.
  - NEPA Re-Evaluation. The Project Team has submitted the NEPA Re-evaluation to ODOT and received comment. The NEPA Re-evaluation has been updated to address ODOT comments and is now being updated to capture current design assumptions at the north and south ends of the bridge. The updated Re-evaluation will be submitted to ODOT for backcheck on 9/17.
  - Biological Opinion. FHWA/NMFS communication protocols will be developed. Team will set up a mechanism to track potential changes in order to clearly communicate items with FHWA. The team is planning on using ODOT’s Project Change Form and process to document these changes. Coordination will continue with ODOT and FHWA.
  - The Section 106 MOA will be sent to Consulting Parties for a final 30-day review.

**OTHER ITEMS- N/A**

**KEY MEETINGS 08/26/2024 – 9/09/2024**

8/26/2024	HRWSBA Regular Meeting
8/27/2024	HRWSBR – CWA 401/404 and USACE 408 Coordination
8/27/2024	Hood River 106 Comment Resolution Meeting
8/27/2024	HRWSBR Right of Way Review
8/27/2024	Task Force Meeting - ROW/Survey/Utilities/RR Coord. Task Force Mtg
8/28/2024	HRWSBR/FHWA Meeting
8/28/2024	HRWSB Facebook Live Q&A
8/29/2024	Stuty Maskey, House Speaker's Office & HRWSBA Virtual Meeting
8/29/2024	Seth Dugan Knight, House Majority Office & HRWSBA Virtual Meeting
8/30/2024	Sen King - Bi-State Bridge Briefing
8/30/2024	David Stuebe - Bi-State Bridge Briefing
8/30/2024	Hood River RAISE Project – Weekly Check-in
8/30/2024	Hood River White Salmon Bridge - DarkSky
9/03/2024	Task Force Meeting – Structures & Geotechnical
9/03/2024	Task Force Meeting - Traffic, ITS, Signals, Signing, Illumination
9/03/2024	Task Force Meeting - Hydrology & Hydraulics, Roadway, Bike & Ped, MOT
9/03/2024	Hood River Bridge INFRA Grant Team Weekly Meeting
9/03/2024	Task Force Meeting - Hydrology & Hydraulics, Roadway, Bike & Ped, MOT
9/03/2024	Task Force Meeting - Environmental & Tribal Coordination, Landscaping & Aesthetics

9/04/2024	Phase 1B Contract Amendment Progress Check-in
9/04/2024	Bridge Comms Team Check-in
9/04/2024	HRWSBR – Bi-Weekly Progress Meeting
9/04/2024	HRWSBA Engineering & Construction Committee Meeting
9/05/2024	Hood River Bridge NEPA and Fishing MOAs 2024
9/05/2024	HRWSBA/FHWA – Quarterly Coordination Meeting
9/06/2024	Salmon-Safe/HRWSBR pre-assessment site visit
9/06/2024	Hood River RAISE Project – Weekly Check-in
9/09/2024	HRWSBA – Regular Meeting

## HRWSBA RIGHT-OF-WAY POTENTIAL CONFLICT OF INTEREST (9/13/2024)

In response to the perceived conflict of interest issues identified by FHWA in its letter dated July 31, 2024 to the Hood River White Salmon Bridge Authority (HRWSBA) (copied below). The HRWSBA has taken or will take the following actions to resolve these actual and/or perceived conflicts of interest.

### Issue as defined in FHWA's letter (attached)

A potential conflict of Interest was identified in the relationship between the Authority and the Port. The current organizational structures of both agencies overlap and share several key positions in common. These overlaps may create conflicts of interest or improprieties (perceived or actual) in the Authority purchasing RW from the Port. The overlap in leadership and decision-making positions may create the appearance of the Authority negotiation with itself in acquiring Port-owned property.

Leadership and key decision-making overlaps include:

1. The Port of Hood River includes the Bridge Replacement staff in its organizational chart.
2. The Bridge Replacement Project Director is listed as Port of Hood River staff.
3. The Executive Director of the Port is the Interim Executive Director of the Authority
4. The Port of Hood River and the Bridge Authority share the same Finance Director/Budget Officer
5. The co-chair of the Bridge Authority Commission is also a Port Commissioner.

### Proposed Resolution:

The HRWSBA has developed for adoption by the Authority Board on 09.23.2024 a conflict-of-interest policy (attached) that provides guidelines for public officials of the Hood River-White Salmon Bridge Authority (the "Authority") to avoid conflicts of interest, ensuring actions and decisions are made in the best interests of each member agency and their citizens. This policy specifically addresses issues related to officials who serve multiple agencies and is designed to comply with applicable Oregon, Washington, and federal law, including, but not limited to, the statutes attached hereto as Schedule I.

Outlined below are the Authorities steps to mitigate the issues identified by FHWA.

- 1.) The Port of Hood River includes the Bridge Replacement staff in its organizational chart.** All references to Bridge Authority staff will be removed from the POHR organization charts and websites.
- 2.) The Bridge Replacement Project Director is listed as Port of Hood River staff.** All references to the Bridge Replacement Project Director as being part of the Port of Hood River Staff will be removed from the POHR website. All contracts and staff relating to the replacement of the Hood River White Salmon Bridge are all fully under the oversight of the HRWSBA or have been procured under HRWSBA contracts.
- 3.) The Executive Director of the Port is the Interim Executive Director of the Authority.** To avoid any perceived conflict of interest the Interim Executive Director – Kevin Greenwood will only represent the Port of Hood River in any Right of Way transactions between the Port of Hood River and the Authority.
- 4.) The Port of Hood River and the Bridge Authority share the same Finance Director/Budget Officer.** To avoid any perceived conflict of interest the interim Finance Director Debbie Smith-Wagar will only represent the Port of Hood River in any Right of Way transactions between the Port of Hood River and the Authority.
- 5.) The co-chair of the Bridge Authority Commission is also a Port Commissioner.** Commissioner Fox will follow the conflict-of-interest policy that has been developed and will be adopted by the Authority related to any actions taken by the HRWSBA regarding Right of Way transactions between the Port of Hood River and the Authority.

Please let us know if this resolves FHWA concerns.

**Michael Shannon, PE**  
Project Director  
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Email [mwshannon@hntb.com](mailto:mwshannon@hntb.com)

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Hood River-White Salmon Bridge Replacement  
Potential Conflicts of Interest - Right of Way  
Issue Paper  
July 31, 2024

During its review of proposed right-of-way (RW) acquisitions, FHWA identified several potential conflicts of interest. The background, details, and proposed resolutions to these potential conflicts are listed below.

**Background**

The Hood River-White Salmon Bridge Authority (the Authority) was created in June 2023 to oversee the replacement of the existing Hood River-White Salmon Bridge and to manage operations, maintenance, and toll-setting of the new facility (the Project). The Authority is governed by a commission made up of six appointed members from Oregon and Washington. The Authority is required to retain legal counsel and employ an executive director responsible for implementing the Authority's policies and managing its daily operations. The Authority was created independently from the Port of Hood River to relieve the Port from responsibility of constructing and maintaining the new bridge.

The existing bridge will continue to be owned and operated by the Port of Hood River (the Port) until the new bridge is open and the Authority removes the existing bridge.

The Project requires RW from Port owned property. The acquisition includes a permanent easement for the new bridge and a large temporary easement for a work area and another for a staging area. The acquisition includes a small office building that the Port uses as its main office. The Authority is preparing a RW acquisition and relocation file with a rough estimate of \$2-4 million.

**Issue**

A potential conflict of Interest was identified in the relationship between the Authority and the Port. The current organizational structures of both agencies overlap and share several key positions in common. These overlaps may create conflicts of interest or improprieties (perceived or actual) in the Authority purchasing RW from the Port. The overlap in leadership and decision-making positions may create the appearance of the Authority negotiating with itself in acquiring Port-owned property.

Leadership and key decision-making overlaps include:

- The Port of Hood River includes the Bridge Replacement staff in its organizational chart.
- The Bridge Replacement Project Director is listed as Port of Hood River staff.
- The Executive Director of the Port is the Interim Executive Director of the Authority
- The Port of Hood River and the Bridge Authority share the same Finance Director/Budget Officer
- The co-chair of the Bridge Authority Commission is also a Port Commissioner.

**Issue Resolution**

The perceived or actual conflicts of interest must be resolved prior to beginning the RW acquisition from the Port. FHWA suggests two options to accomplish this.

First, the Authority could disclose all potential conflicts, provide acceptable resolution eliminating the conflict, and/or restructure key positions within the organizational structure to eliminate any overlapping positions. To ensure all conflicts are properly disclosed and resolved, additional coordination between FHWA, the Port and the Authority is needed. All disclosures and resolution require FHWA approval prior

to proceeding with RW acquisitions. The Authority should assess the commitment of resources and the potential impacts to the Project's schedule.

Second, the Authority may resolve the potential conflicts of interest by seeking the services of the Oregon DOT to complete the acquisition of Port owned property. On behalf of the Authority, the Oregon DOT may complete the acquisitions as a non-recipient of federal funds. The Oregon DOT would be acting as an independent contractor and FHWA would retain all oversight responsibilities for the acquisitions. This approach would require an agreement between the two agencies defining the services needed and establishing FHWA oversight for the acquisitions. FHWA must concur in the agreement prior to proceeding with RW acquisitions. The agreement would only include the RW acquisitions involving Port-owned property required for the Project. The Authority should assess the commitment of resources and the potential impacts to the Project's schedule.

**Action**

To avoid any delays, FHWA requests the Authority's attention to this matter. FHWA recommends:

1 The Authority review the above information and its current organization for clarity and a greater understanding of the issue. Then the Authority should contact FHWA to discuss the issue and determine how the potential conflicts may be resolved.

2 The Authority should review its organization and its other business lines to determine if other potential conflicts of interest exist. If other conflicts of interest are identified, resolution plans should be developed.

Thank you for your time and attention in this matter.

Marty Fey  
Operations Engineer

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# Commission Memo

Prepared by: Kevin Greenwood, Exec. Director  
Date: September 17, 2024  
Re: Natural Hazard Mitigation Plan Review

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The Port of Hood River is one of several agencies in Hood River County participating in a 5-year update to the County's Natural Hazard Mitigation Plan (NHMP or "Plan"). The purpose of the NHMP is to reduce the impact of natural disasters on people, property, and the environment in Hood River County. The plan's goal is to prevent natural hazards from becoming disasters and break the cycle of disaster damage and reconstruction. Once adopted, the Port is eligible for non-disaster and disaster mitigation project grants through 2030. Creating an emergency operations center at the Ken Jernstedt Airfield has been discussed over the last few years.

The Port has its own addendum to the County Plan which is required to be adopted by the Port Commission. The Port's draft addendum is included as an Informational Report for the Commission. The Port's steering committee for the County Plan included Tor Bieker, Commissioner; Kevin Greenwood, Executive Director; and Ryan Klapprich, Facilities Manager. All three participated in various planning sessions earlier this year. The County contracted with the University of Oregon's Institute for Policy Research and Engagement to develop the Plan and Charles Young, County Emergency Management Manager, managed the contract.

The draft included in tonight's packet includes a redlined version that includes the following:

1. Changes, corrections, and other edits.
2. Identify the 1-3 high-priority action items, or projects for which the Port would like to get funding in the next five years.
  - a. Create Facility for use as shelter, Emergency Operations Center, and/or wildfire operations at the Ken Jernstedt Airfield.
  - b. Advocate for replacement of the Hood River-White Salmon Bridge with a seismic resilient structure.
  - c. Purchase Jet A fuel tank for the north ramp at the Airfield.
  - d. Develop countywide plan for addressing trucks stranded during storms on I-84.

If you have any questions, comments or edits, please send those to Greenwood and Bieker to incorporate into the final document by the end of September. Once the county receives all the jurisdictional addenda, the entire draft Plan will be sent first to the Oregon Dept. of Emergency Management (OEM) and then to FEMA for a formal review. After OEM and FEMA comments have been incorporated into the final draft, the Port Commission along with other local agency boards will be asked to adopt the Plan. This is expected to occur early next year.

**RECOMMENDATION:** Informational only

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# Port of Hood River Addendum to the Hood River County NHMP



*Photos courtesy of Gary Halvorson, Oregon State Archives*

Effective:

January XX, 2025 through January XX, 2030

Prepared for  
Port of Hood River  
1000 E Port Marina Drive  
Hood River, OR 97031

Prepared by  
The University of Oregon  
Institute for Policy Research & Engagement  
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# Introduction

## Purpose

This is an update of the Port of Hood River addendum to the Hood River County Natural Hazard Mitigation Plan (NHMP). This addendum supplements information contained in Volume I (Basic Plan) which serves as the NHMP foundation and Volume II (Appendices), which provide additional information. This addendum meets the following requirements:

- Multi-Jurisdictional **Plan Adoption** §201.6(c)(5),
- Multi-Jurisdictional **Participation** §201.6(a)(3),
- Multi-Jurisdictional **Mitigation Strategy** §201.6(c)(3)(iv) and
- Multi-Jurisdictional **Risk Assessment** §201.6(c)(2)(iii).

Updates to the Port of Hood River’s addendum are further discussed throughout the NHMP and within Volume II, Appendix C, which provides an overview of alterations to the document that took place during the update process.

The Port of Hood River adopted their addendum to the Hood River County NHMP on [date], 2025. FEMA Region X approved the Hood River County NHMP and the Port’s addendum on [date], 2025. With approval of this NHMP, the Port is now eligible for non-disaster and disaster mitigation project grants through [date], 2030.

## NHMP Process, Participation and Adoption

This section of the NHMP addendum addresses 44 CFR 201.6(c)(5), *Plan Adoption* and 44 CFR 201.6(a)(3), *Participation*.

In addition to establishing a comprehensive city level mitigation strategy, the Disaster Mitigation Act of 2000 (DMA2K), and the regulations contained in Title 44 CFR Part 201, require that jurisdictions maintain an approved NHMP to receive federal funds for mitigation projects. Local adoption and federal approval of this NHMP ensures that the Port will remain eligible for non-disaster and disaster mitigation project grants. The Port of Hood River was included with an addendum in the 2012 and 2018 Hood River County NHMP process.

The Oregon Partnership for Disaster Resilience (OPDR) at the University of Oregon’s Institute for Policy Research and Engagement (IPRE) collaborated with Hood River County Emergency Management and the Port of Hood River to update their NHMP. This project is funded through the Federal Emergency Management Agency’s (FEMA) Hazard Mitigation Grant Program. Members of the Port of Hood River NHMP Steering Committee also participated in the County NHMP update process (Volume II, Appendix C).

By updating the NHMP, locally adopting it, and having it re-approved by FEMA, the Port of Hood River will maintain eligibility for FEMA Hazard Mitigation Assistance grant program funds.

The Hood River County NHMP and Port of Hood River addendum are the result of a collaborative effort between residents, public agencies, non-profit organizations, the private sector, and regional organizations. A project steering committee guided the NHMP development process.

### **Convener and Committee**

The Executive Director for the Port of Hood River served as the designated convener of the NHMP update and will take the lead in implementing, maintaining, and updating the addendum to the Hood River County NHMP in collaboration with the designated convener of the Hood River County NHMP (Emergency Manager).

Representatives from the Port of Hood River Steering Committee met formally and informally, to discuss updates to their addendum (see Attachment B and Volume II, Appendix C). The Steering Committee reviewed and revised the Port's addendum, with a focus on the NHMP's risk assessment and mitigation strategy (action items).

This addendum reflects decisions made at the designated meetings and during subsequent work and communication with Hood River County Emergency Management and OPDR. The changes are highlighted with more detail throughout this document and within Volume II, Appendix C. Other documented changes include a revision of the Port's risk assessment and hazard identification sections, NHMP mission and goals, action items, and community profile.

The Port of Hood River Steering Committee was comprised of the following representatives:

- Convener: Kevin Greenwood, Executive Director
- Ryan Klapprich, Facilities Manager
- Tor Bieker, Port Commissioner and Treasurer

The Steering Committee served as the local review body for the NHMP's development.

## **NHMP Implementation and Maintenance**

The Port Commission will be responsible for adopting the Port Hood River addendum to the Hood River County NHMP. This addendum designates a steering committee and a convener to oversee the development and implementation of action items. Because the Port addendum is part of the County's NHMP, the Port will look for opportunities to partner with the County. The Port's Steering Committee will convene after re-adoption of the Hood River NHMP addendum on an annual schedule. The County is meeting on a semi-annual basis and will provide opportunities for jurisdictions to report on NHMP implementation and maintenance during their meetings. The Steering Committee, assembled by the convener, will be responsible for:

- Reviewing existing action items to determine suitability of funding;
- Reviewing existing and new risk assessment data to identify issues that may not have been identified at NHMP creation;
- Educating and training new steering committee members on the NHMP and mitigation actions in general;

- Assisting in the development of funding proposals for priority action items;
- Discussing methods for continued public involvement;
- Evaluating effectiveness of the NHMP at achieving its purpose and goals (use Table 4-1, Volume I, Section 4, as one tool to help measure effectiveness); and
- Documenting successes and lessons learned during the year.

The convener will also remain active in the County’s implementation and maintenance process (Volume I, Section 4).

The Steering Committee will be responsible for activities outlined in Volume I, Section 4.

The Port will utilize the same action item prioritization process as the County (Volume I, Section 4 and Volume II, Appendix E).

## Implementation through Existing Programs

Many of the NHMP’s recommendations are consistent with the goals and objectives of the Port’s existing plans and policies. Where possible, the Port of Hood River will implement the NHMP’s recommended actions through existing plans and policies. Plans and policies already in existence have support from residents, businesses, and policy makers. Many land-use, comprehensive, and strategic plans get updated regularly, allowing them to adapt to changing conditions and needs. Implementing the NHMP’s action items through such plans and policies increases their likelihood of being supported and implemented.

The Port of Hood River currently has the following plans that relate to natural hazard mitigation. For a complete list visit the Port’s [website](#):

- [Strategic Business Plan \(2021\)](#)
- [Ken Jernstedt Airfield Airport Master Plan \(2018\)](#)
- ~~[Hood River/White Salmon Interstate Bridge Replacement Project – White Paper \(2017\)](#)~~
- [Lot 1 – Development Plan \(2016\)](#)
- [Hood River Waterfront Development Strategy \(2007\)](#)
- [Marina Basin Planning Study \(2007\)](#)
- [Emergency Action Plan \(2015\)](#)

**Commented [KG1]:** The Port also has a Capital Improvement Plan for the existing Hood River Bridge. Would this be an appropriate document to share?

**Commented [KG2]:** Should we remove this as this is a Hood River White Salmon Bridge Authority project now and not a Port of Hood River project?

The Port of Hood River is also subject to the following City of Hood River plans:

- [Transportation System Plan \(2021\)](#)
- [Downtown Parking Study and Plan \(2019\)](#)
- [Stormwater Management Plan \(2019\)](#)
- [Housing Strategy/Needs Analysis \(2015\)](#)
- Emergency Operations Plan (2015)
- Capital Improvements Plan (2015)
- [Comprehensive Plan \(2021\)](#) – implemented through [Zoning and Development Code](#).

## Capability Assessment

### Port of Hood River, Oregon

The Capability Assessment identifies and describes the ability of the Port of Hood River to implement the mitigation strategy and associated action items. This is a key component of the 2024 Natural Hazard Mitigation Plan (NHMP) update. Capabilities can be evaluated through an examination of broad categories, including existing authorities, policies, programs, funding, and resources.

The Port of Hood River is situated within the City of Hood River as well as neighboring unincorporated areas of Hood River County and was incorporated in 1933. The Port owns and operates the Hood River-White Salmon Bridge, a highly trafficked bridge over the Columbia River connecting Oregon and Washington, as well as a marine park, a wide array of economic development projects throughout Hood River, and the [Hood River Ken Jernstedt airfield port](#).

The Port has carried out many infrastructure projects over the past several decades alongside the county and other local and state partners. The Port is currently [seeking-advocating on behalf of the Hood River White Salmon Bridge Authority \(HRWSBA\) for](#) state and federal funding to replace the Hood River-White Salmon Bridge, which is the primary and most significant infrastructure project planned [by the Port for the region](#). At the [start of 2024, the Port received a federal grant for close to half of the total amount of funding being sought for the bridge replacement \(\\$200 million out of \\$520 million\)-end of 2024, the project has grant contracts totaling \\$244.1-million. \\$19.5-million was contracted through the Port of Hood River, and the balance through the HRWSBA. A preliminary cost estimate of \\$520-million was generated in 2022 for the replacement project, though an updated cost estimate will be generated in 2025.](#)

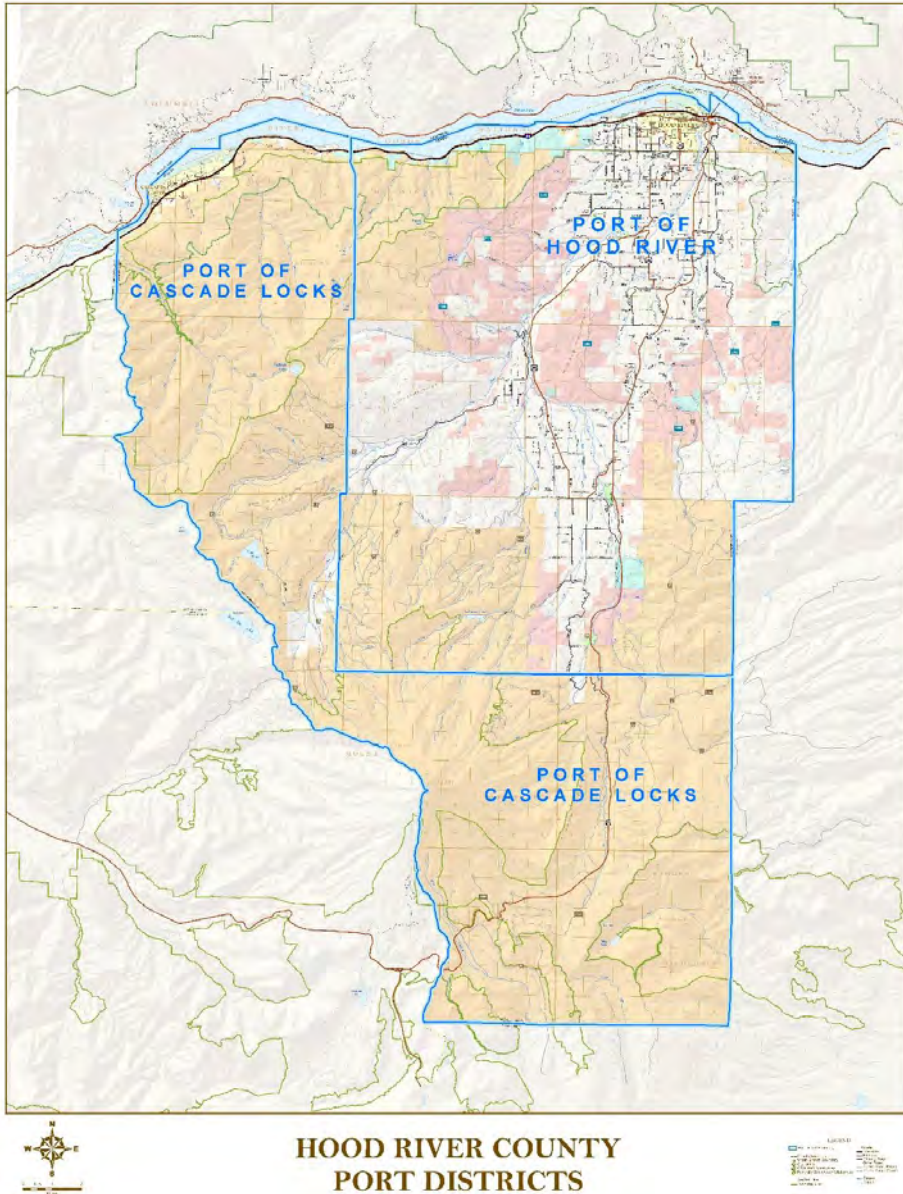
[Figure PoHR-1](#)[Figure PHR-1](#) illustrates the full Port district; however, outside of the northern section of the Hood River-White Salmon Bridge (which extends into Washington state), Port property lies entirely within the City of Hood River's city boundaries (see [Figure PoHR-2 Port of Hood River Facilities](#)[Figure PHR-2](#)).

### Existing Authorities

Hazard mitigation can be executed at a local scale through three (3) methods: integrating hazard mitigation actions into other local planning documents (i.e., plan integration), adopting building codes that account for best practices in structural hardening, and codifying land use regulations and zoning designations that prescribe mitigation into development requirements. The extent to which a municipality or multi-jurisdictional effort leverages these approaches is an indicator of that community's capabilities.



Figure P<sub>o</sub>HR-1 Port of Hood River District Map



Source: Port of Cascade Locks (2024). *Port of Cascade Locks 2024-2029 Strategic Plan*.  
<https://www.portofcascadelocks.gov/files/ce49d4f62/Port+of+Cascade+Locks+Strategic+Plan+FY24-29.pdf>.

## Figure PHR-2 Port of Hood River Facilities

Map to be inserted here

**Commented [BA3]: Note:** We will be adding a map at a later date showing Port facilities within the City of Cascade Locks city limits.

**Commented [KG4R3]:** Be sure to include a map of Port of Hood River facilities, not Port of Cascade Locks. When will map be generated?

### Land Use Regulations

Existing land use policies that define zoning and address hazardous conditions provide another source of mitigation capability. The Port of Hood River falls under both the City of Hood River and Hood River County's land use codes.

#### Structural Building Codes

The Oregon Legislature recently adopted updated building codes for both residential (2021 adoption) and commercial structures (2022) since the last update of the NHMP. These building codes are based on the 2021 version of the International Building Code, International Fire Code, and International Existing Building Code. New wildfire defensible space code is scheduled to be completed soon, with an effective date announced in late 2024. Fire hardening requirements were adopted on October 1, 2022, and effective April 1, 2023.

The City of Hood River administers and enforces the most recent Oregon Structural and Oregon Specialty Codes (2022), and the 2022 Oregon Fire Code. As a result, both new residential and commercial structures will be required to build according to the latest seismic and wind hardening standards in addition to requiring fire resistant building materials for those structures constructed in proximity or within the WUI.

### Policies and Programs

The NHMP directs the Port of Hood River to explore integration into other planning documents and processes. The Port of Hood River has made significant progress in integrating the NHMP into its portfolio of planning processes and programs over the last five years.

#### Strategic Business Plan 2021-2026, 2021

The Port's [Strategic Business Plan](#) was developed by the five-member Port Commission and ~~internal~~ staff. The plan primarily focuses on business priorities for the Port, which are twofold: the replacement of the Hood River–White Salmon Interstate Bridge, [the commercial development of the Lower Hanel Mill site](#), and ongoing infrastructure upgrades to the Hood River airport. The plan includes two items of relevance to the NHMP: the fact that the bridge replacement effort is partially driven by the risk posed to the bridge by an earthquake (due to a lack of seismic upgrades) and the need to support local wildfire response operations.

### Personnel

The following Port of Hood River personnel have assignments related to natural hazard mitigation planning and implementation:

- **Emergency Management:** Ryan Klapprich, Facilities Manager
- **Public Information Officer:** Kevin Greenwood, Executive Director
- **Grant writing (for Public Works or emergency management):** Kevin Greenwood, Executive Director

- **Capital improvement planning:** Kevin Greenwood, Executive Director
- **Capital improvement execution:** Ryan Klapprich, Facilities Manager

These personnel integrate hazards and resilience planning into their greater work programs to the best of their abilities. However, there is limited capacity to expand upon their capabilities or workloads.

## Capital Projects

The Port of Hood River has implemented recommendations from the last NHMP into its capital improvement projects over the last 5 years, including:

- Hood River-White Salmon Bridge replacement pre-planning projects (e.g., seismic studies and borings).
- Remodel of the north ramp at the Ken Jernstedt Airfield to increase wildfire response capacity and allow larger aircraft to land (funded via the Oregon Connect Six grant).
- Relocated fuel tank to remodeled north ramp at airport (funded via the Oregon Connect Six grant).
- Added cameras at the Ken Jernstedt Airfield to allow for remote surveillance.

## Capital Resources

The Port of Hood River maintains several capital resources that have important roles to play in the implementation of the natural hazard mitigation plan, including:

- **Communication towers:** None.
- **Critical facilities with power generators:**
  - Port Facilities office (1000 E Port Marina Drive)
  - Big 7 Building – supports Blue Mountain internet (616 Industrial Street)
- **Warming/cooling/smoke shelters:** None.
- **Community shelters:**
  - Airport could serve as a public-facing emergency facility; it is not set up for this (e.g., no baths/showers but electric hookups) but it could be in the future, as had been previously identified in a previous master plan to not only serve as a shelter but a base of operations for wildfire fighting
- **Food pantries:** None.
- **Fueling storage:**
  - Port Facilities office (1000 E Port Marina Drive) – two 100-gallon diesel tanks
  - Marina boat launch fuel docks – two each of 1000-gallon diesel and gas tanks
  - Ken Jernstedt Airfield north ramp – 10,000-gallon aviation gasoline (primarily used for wildfire fighting but could be used in vehicles in an emergency)
    - *Note: The Port does not currently store any jet A fuel at the airport. However, The Dalles the Columbia Gorge Regional Airport in Dallesport,*

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**Commented [KG5]:** it's pointed out that a terminal building at the airport could serve as a community shelter, but this isn't called out in the sections on power generation, or the cooling/warming/smoke shelter. We envision such a facility as being more than just a terminal building, and it could potentially be equipped to generate power (which would make it more useful as an emergency community shelter).

An airport terminal/emergency resource center is something the Port will be seeking funding for during the next 5 years

*Wash. maintains a larger airport with jet A fuel and state/federal firefighting crews tend to bring their own fuel trucks.*

## Findings

Several important findings from this capability assessment informed the design of the Plan’s mitigation strategy and aided in prioritizing action items.

### Staffing Limitations and Capacity

Port of Hood River staff are assigned hazard mitigation responsibilities as a part of their larger job responsibilities. Limited capacity reduces the breadth of the programming the community can undertake in any year. The Port relies upon its relationships with the County and the City of Hood River to expand its operations.

### Reliance upon outside funding streams and local match requirements

The Port of Hood River operates on a limited budget with a small staff. This leaves few opportunities for using local financial resources to implement hazard mitigation work. They lean heavily upon state and federal grant funds as the primary means for securing mitigation funding. Hazard mitigation grants such BRIC require 25% local funding match, as well as extra staff capacity and expertise to navigate the application process and manage the funding.

### Leveraging Partnerships with Public and Nonprofit Entities

The Port has a long history of successful partnerships with City and County governments in both Oregon and Washington state, ODOT, WSDOT, and the federal government.

## Mitigation Strategy

This section of the NHMP addendum addresses 44 CFR 201.6(c)(3)(iv), *Mitigation Strategy*.

The Port’s mitigation strategy (action items) was first developed during the 2012 NHMP planning process and revised during the 2018 update. During this process, the Steering Committee assessed the Port’s risk, identified potential issues, and developed a mitigation strategy (action items).

During the 2024 update process, the Port re-evaluated their mitigation strategy (action items). During this process action items were updated, noting what accomplishments had been made and whether the actions were still relevant; any new action items were identified at this time (see Attachment B for more information on changes to action items).

### Action Items

[Table PoHR-1](#)~~Table PHR-1~~ documents the title of each action along with potential funding sources (HMA stands for FEMA’s Hazard Mitigation Assistance disaster and non-disaster grant programs), the coordinating organization and any partner organizations, the timeline, and the anticipated cost.

For the timeline, O=Ongoing (continuous), S=Short (1-2 years), M=Medium (3-5 years), and L=Long (5 or more years). For cost, L=Low (\$50,000 or less), M=Medium (\$50,000 to \$500,000), H=High (\$500,000 to \$5 million), and VH=Very High (\$5 million or more).

**Table PoHR-1 Action Items**

Action Item #	Mitigation Action Title	Potential Funding Sources	Coordinating Organization	Partner Organizations	Timeline	Cost
<b>Multi-Hazard Mitigation Strategies</b>						
1.1	Create facility for use as shelter, Emergency Operations Center, and/or wildfire operations at the Ken Jernstedt Airfield.	HMA; State Funding; Municipal Bond	Port of Hood River/County Emergency Management	State Agencies (ODF, OEM); USFS	L	VH
<del>4.2</del>	<del>Develop education campaign and planning regarding potential hazard impacts on tribal in-lieu fishing sites along the Columbia River.</del>	<del>HMA; State Funding</del>	<del>County Emergency Management</del>	<del>Port of Hood River; City of Hood River; Columbia River Inter-Tribal Fish Commission</del>	<del>M</del>	<del>M</del>
<b>Air Quality/Smoke Mitigation Strategies</b>						
2.0	Given that Air Quality/Smoke is categorized as low risk in the Hazard Vulnerability Assessment, the Steering Committee decided not to develop any mitigation action items for this hazard. This is in line with the decision-making process for low-risk hazards used by the 2024 Hood River County NHMP Steering Committee for the County Mitigation Strategy.					
<b>Drought Mitigation Strategies</b>						
3.0	Given that Drought is categorized as low risk in the Hazard Vulnerability Assessment, the Steering Committee decided not to develop any mitigation action items for this hazard. This is in line with the decision-making process for low-risk hazards used by the 2024 Hood River County NHMP Steering Committee for the County Mitigation Strategy.					
<b>Earthquake/CSZ Event Mitigation Strategies</b>						
4.1	Replace Hood River-White Salmon Bridge to withstand strong shaking.	HMA; Seismic Rehabilitation Grant Program; State Funding	Port of Hood River/ The Hood River-White Salmon Bridge Authority	City of Hood River; County Emergency Management; City of White Salmon, WA; City of Bingen, WA; Klickitat County, WA; State Agencies (ODOT); Washington State Department of Transportation	M	VH

**Commented [BA6]: Question:** Do any Port facilities require power generators? If so, we should add that as an action item here.

**Commented [KG7R6]:** Yes, add as an action item for proposed interim Port administration building relocation.

**Commented [KG8]:** I don't know if this is a Port responsibility?

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**Commented [BA9]: Question:** Do any other Port buildings require seismic retrofits in the next decade? If so, we should add that as an action item here.

**Commented [KG10R9]:** The Big 7 would be the most likely building, though it is being prepared for sale in next year.

**Commented [KG11]:** I don't believe with the current effort to replace the bridge that it would make sense to invest in seismic rehabilitation of the existing bridge. Current bridge is likely to be removed after five years. A definite Mitigation Action would be to put funds toward a new seismicly resilient bridge.

Action Item #	Mitigation Action Title	Potential Funding Sources	Coordinating Organization	Partner Organizations	Timeline	Cost
<b>Extreme Heat Mitigation Strategies</b>						
5.0	Given that Extreme Heat is categorized as low risk in the Hazard Vulnerability Assessment, the Steering Committee decided not to develop any mitigation action items for this hazard. This is in line with the decision-making process for low-risk hazards used by the 2024 Hood River County NHMP Steering Committee for the County Mitigation Strategy.					
<b>Flood Mitigation Strategies</b>						
6.0	The Steering Committee, using available local resources, will study this hazard further during the implementation and maintenance phase of this NHMP, seeking to identify cost effective actions that might be implemented to reduce community vulnerability.					
<b>Landslide/Debris Flow Mitigation Strategies</b>						
7.0	The Steering Committee, using available local resources, will study this hazard further during the implementation and maintenance phase of this NHMP, seeking to identify cost effective actions that might be implemented to reduce community vulnerability.					
<b>Volcanic Event Mitigation Strategies</b>						
8.0	Given that Volcanic Event is categorized as low risk in the Hazard Vulnerability Assessment, the Steering Committee decided not to develop any mitigation action items for this hazard. This is in line with the decision-making process for low-risk hazards used by the 2024 Hood River County NHMP Steering Committee for the County Mitigation Strategy.					
<b>Wildfire Mitigation Strategies</b>						
9.1	Purchase jet A fuel tank and fuel for the north ramp at the Ken Jernstedt Airfield to support wildfire fighting	HMA; Federal Funding (Community Wildfire Defense Grant); State Funding (OSFM, ODF)	Port of Hood River	County Emergency Management; State Agencies (ODF, OSFM); USFS	M	VH
<b>Windstorm Mitigation Strategies</b>						
10.0	The Steering Committee, using available local resources, will study this hazard further during the implementation and maintenance phase of this NHMP, seeking to identify cost effective actions that might be implemented to reduce community vulnerability.					

Action Item #	Mitigation Action Title	Potential Funding Sources	Coordinating Organization	Partner Organizations	Timeline	Cost
Winter Storm Mitigation Strategies						
11.1	Develop countywide plan for addressing trucks stranded during storms on I-84 without using Port of Hood River or Port of Cascade Locks land.	HMA; State Funding (ODOT); Existing Staff Resources	Port of Hood River/Port of Cascade Locks	County Emergency Management; City of Hood River; City of Cascade Locks; State Agencies (ODOT)	M	M

Source: Port of Hood River NHMP Steering Committee, updated 2024

Potential Funding Sources: HMA=FEMA's Hazard Mitigation Assistance disaster and non-disaster grant programs

Cost: L=Low (less than \$50,000), M=Medium (\$50,000-\$500,000), H=High (\$500,000-\$5 million), VH=Very High (\$5 million or more)

Timing: O=Ongoing (continuous), S=Short (1-2 years), M=Medium (3-5 years), L=Long (5 or more years)



## Risk Assessment

This section of the NHMP addendum addresses 44 CFR 201.6(b)(2) - Risk Assessment. In addition, this chapter can serve as the factual basis for addressing Oregon Statewide Planning Goal 7 – Areas Subject to Natural Hazards.

Assessing natural hazard risk has three phases:

- **Phase 1:** Identify hazards that can impact the jurisdiction. This includes an evaluation of potential hazard impacts – type, location, extent, etc.
- **Phase 2:** Identify important community assets and system vulnerabilities. Example vulnerabilities include people, businesses, homes, roads, historic places, and drinking water sources.
- **Phase 3:** Evaluate the extent to which the identified hazards overlap with or have an impact on, the important assets identified by the community.

The local level rationale for the identified mitigation strategies (action items) is presented herein and within Volume I, Sections 2 and 3. The risk assessment process is graphically depicted in [Figure PHR-3](#) [Figure PHR-2](#). Ultimately, the goal of hazard mitigation is to reduce the area of risk, where hazards overlap vulnerable systems.

Figure PHR-3 Understanding Risk



## Hazard Analysis

The Port of Hood River Steering Committee developed their hazard vulnerability assessment (HVA), using their previous HVA and the County's HVA (Volume I, Section 2) as a reference. Changes from the County's HVA were made where appropriate to reflect distinctions in vulnerability and risk from natural hazards unique to Hood River, which are discussed throughout this addendum.

Table PHR-2 shows the HVA matrix for the Port of Hood River listing each hazard in order of rank from high to low. For local governments, conducting the hazard analysis is a useful step in planning for hazard mitigation, response, and recovery. The method provides the jurisdiction with a sense of hazard priorities but does not predict the occurrence of a particular hazard.

Winter Storm, a Cascadia Subduction Zone (CSZ) Event, Earthquake (crustal), and Wildfire are the **high hazard threats** to the Port. Landslide/Debris Flow, Windstorm, and Flood are all **moderate hazard threats** to the Port. Extreme Heat, Drought, Air Quality/Smoke, and a Volcanic Event are the **low hazard threats** to the Port.

**Table PHR-2 Hazard Analysis Matrix – Port of Hood River**

Hazard	History (x2)	Probability (x7)	Vulnerability (x5)	Maximum Threat (x10)	Total Threat Score	Rank	Risk Level
Winter Storm	9	10	9	10	233	1	High
CSZ Event	2	6	8	10	186	2	High
Crustal Earthquake	2	5	8	10	181	3	High
Wildfire	7	8	6	8	180	4	High
Landslide/Debris Flow	4	3	5	8	134	5	Moderate
Windstorm	2	3	5	7	121	6	Moderate
Flood	3	6	4	5	118	7	Moderate
Extreme Heat	4	8	2	4	114	8	Low
Drought	4	7	3	4	112	9	Low
Air Quality/Smoke	5	6	2	4	103	10	Low
Volcanic Event	2	2	5	6	103	11	Low

Source: Port of Hood River Steering Committee (2024); Analysis by OPDR.

## Hazard and Community Characteristics

Port of Hood River facilities are entirely contained within the City of Hood River (except for the northern section of the ~~Bridge of the Gods~~ Hood River Bridge, which is in Washington state, and the Ken Jernstedt Airfield, which lies just south of city boundaries). The Port’s Steering Committee was actively involved in the determination of risk and vulnerability along with the City of Hood River and the County NHMP Steering Committee. As such, the Port’s hazard and community characteristics are identical to the City’s regarding the type, location, and extent for identified natural hazards. Moreover, the Port does not have the authority to adopt and enforce floodplain management or other land use regulations for the areas within its jurisdiction.

Please review the County Risk Assessment (Volume I, Section 2) and the City of Hood River Addendum (Volume III) for additional information on the community characteristics of the City and hazard vulnerability for the Port.

## Community Assets

[Table PoHR-3](#) lists key community assets for the Port of Hood River. For a full list of critical and essential facilities and infrastructure<sup>1</sup> in the City of Hood River, see the City of Hood River Addendum (Volume III)

**Table PoHR-3 Port of Hood River Assets**

Facility Name	Details
<b>Hood River-White Salmon Interstate Bridge</b>	Includes all spans of the steel truss composite bridge.
<b>Ken Jernstedt Airfield</b>	A 120-acre visual approach Basic Utility, Stage II airport, serving single-engine and small twin-engine airplanes, with approximately 105 aircraft based at the facility and handling about <del>14,000</del> 30,000 operations annually. Includes a 1,353 sq. ft. office, 43,338 sq. ft. maintenance hangar and 36 T-hangar spaces.
<b>Hood River Waterfront</b>	Includes 105 acres of land (primarily owned by the Port); about 50 acres are developed with light industrial or commercial properties, 45 acres are dedicated to parks, recreation sites, trails, and other open space, and the remaining 10 acres are vacant. <u>Includes 7,000 sf commercial overlay.</u>
<b>Waterfront Industrial Property</b>	Halyard Building (2010): 21,148 sq. ft. flex-space light industrial building; Jensen Building (2010): 71,857 sq. ft. classic light industrial building; Maritime Building (1975): 38,806 sq. ft. basic industrial building.
<b>Waterfront Recreation Property</b>	Includes The Spit, Event Site, and The Hook plus a trail system that support recreational pursuits including windsurfing, kiteboarding, stand-up paddle boarding, and kayaking.
<b>Marina Basin</b>	Two major components, both built in the 1970s: (1) a gated, semi-private marina with 154 slips, 11 boathouses, and 110 parking spaces for tenant use; and (2) a public boat launch that includes a two-lane boat ramp, 150 ft of transient dock for visitor tie-up, 55 trailer and 28 vehicle parking spaces, and a public restroom.
<b>Port Marina Park</b>	22 acres of active and passive opens space and four commercial buildings: Marina Park Office Building No. 1 (1973, renovated 2012): 5,738 sq. ft. hosting the Hood River Chamber of Commerce and Visitors Center; Marina Park Office Building No. 2: 2,406 sq. ft. hosting a State DMV office; Port

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**Commented [BA12]: Question:** Is this table from the 2018 NHMP still accurate? Are there any changes needed and/or any additional assets to note here?

**Commented [KG13R12]:** All look correct with small edit on waterfront zoning.

<sup>1</sup> Critical and essential facilities and infrastructure are those that are essential to the continued delivery of key government services, that may significantly impact the public's ability to recover from a natural hazard event, and that are key to government response and recovery activities (i.e., life, safety, property, and environmental protection).

Office Building and Shop (1970s, renovated 2008): 4,934 sq. ft. office and 3,226 sq. ft. hosting Port administration and facilities maintenance and a small business accelerator; Marina Park includes an 839 sq. ft. structure which houses the Hood River Yacht Club, lawn space, picnic shelter, beaches, restrooms, and a multi-use field.

**Miscellaneous Assets**

Wasco Business Building (2004): 14,650 sq. ft. building; Big 7: (1984, renovated in the 1990s): 38,854 sq. ft. office and industrial building; Timber Incubator Building (1997): 10,000 sq. ft. building located in 29-acre John Weber Business Park

Source: Port of Hood River Steering Committee (2024)

[The vulnerability for Earthquake \(Crustal/CSZ\), Flood, Landslide/Debris Flow, Volcano, and Wildfire was determined based on data from the 2021 DOGAMI Risk Report for Hood River County. The remaining hazards were not included in the Risk Report; their vulnerability was determined based on the County Risk Assessment \(Volume I, Section 2\) and the City of Hood River addendum \(Volume III\).](#)

[Table PHR-4](#) identifies the hazards to which each of the assets listed in Table PoHR-3 are vulnerable, if any. The vulnerability for Earthquake (Crustal/CSZ), Flood, Landslide/Debris Flow, Volcano, and Wildfire was determined based on data from the 2021 DOGAMI Risk Report for Hood River County. The remaining hazards were not included in the Risk Report; their vulnerability was determined based on the County Risk Assessment (Volume I, Section 2) and the City of Hood River addendum (Volume III).

**Table PHR-4 Port of Hood River Asset Hazard Vulnerability**

Facility Name	Air Quality/ Smoke	Drought	Earthquake (Crustal/CSZ)	Extreme Heat	Flood	Landslide/ Debris Flow	Volcano	Wildfire	Windstorm	Winter Storm
Hood River- White Salmon Interstate Bridge			X							X
Ken Jernstedt Airfield			X				X	X	X	X
Hood River Waterfront	X		X	X	X		X	X	X	X
Waterfront Industrial Property			X				X	X	X	X
Waterfront Recreation Property	X		X	X					X	X
Marina Basin			X		X		X	X	X	X
Port Marina Park			X				X	X	X	X
Miscellaneous Assets			X					X		X

Source: Port of Hood River Steering Committee (2024). Analysis by OPDR.

**Commented [BA14]: Question:** Any changes to make to this chart? This is intended as a high-level overview of potential hazard impacts on assets.

**Commented [KG15R14]:** This looks reasonable

# Attachment A: Public Involvement Summary

Members of the Steering Committee provided edits and updates to the NHMP prior to the public review period as reflected in the final document. In addition, a survey was distributed that included responses from residents of the City of Hood River (Volume II, Appendix G).

To provide the public information regarding the draft NHMP addendum, and provide an opportunity for comment, an announcement was provided from **DATES TBD** on the Port's website. The plan was also posted and announced on the County's website. There was one comment provided that has been reviewed and integrated into the NHMP as applicable. Additional opportunities for stakeholders and the public to be involved in the planning process are addressed in Volume II, Appendix C.

**Commented [KG16]:** Draft addendum included on Port agenda Sept. 17, 2024. Adoption will also be listed on the agenda when reviewed by feds sometime in early 2025.

A diverse array of agencies and organizations were provided an opportunity to provide input to inform the plan's content through a variety of mechanisms including the opportunity for comment on the draft plan. The agencies and organizations represent local and regional agencies involved in hazard mitigation activities, those that have the authority to regulate development, neighboring communities, representatives of businesses, academia, and other private organizations, and representatives of nonprofit organizations, including community-based organizations, that work directly with and/or provide support to underserved communities and socially vulnerable populations. For more information on the engagement strategy see Volume II, Appendix C.

## Port of Hood River Steering Committee

Steering Committee members possessed familiarity with the community of Hood River and how it is affected by natural hazard events. The Steering Committee guided the update process through several steps including goal confirmation and prioritization, action item review and development, and information sharing, to update the NHMP and to make the NHMP as comprehensive as possible. The Steering Committee met formally on the following dates:

### **Meeting #1: Port of Hood River Steering Committee, May 29, 2024 (virtually via Zoom)**

During this meeting, the Steering Committee reviewed the previous NHMP, and were provided updates on hazard mitigation planning, the NHMP update process, and project timeline. The Steering Committee:

- Updated recent history of hazard events in the port's district.
- Reviewed and confirmed the County NHMP's mission and goals.
- Discussed the NHMP public outreach strategy.
- Reviewed and provided feedback on the draft risk assessment update including community vulnerabilities and hazard information.

- Reviewed and updated their existing mitigation strategy (actions).
- Reviewed and updated their implementation and maintenance program.

**Meeting Attendees:**

- Kevin Greenwood, Executive Director
- Ryan Klapprich, Facilities Manager
- Tor Bieker, Port Commissioner and Treasurer

# Attachment B: Action Item Changes

Table PoHR-5 Table PoHR-4 is an accounting of the status (complete or not complete) and major changes to actions since the previous NHMP. All actions were renumbered in this update to be consistent with other jurisdictions that are participating in the multi-jurisdictional NHMP. Actions identified as still relevant are included in the updated action plan (Table PoHR-1 Table PoHR-1).

**Previous NHMP Actions that are Complete:**

None.

**Previous NHMP Actions that are Not Complete and No Longer Relevant:**

Multi-Hazard #2: *Research and develop teleconferencing solution for emergency communications during hazard event; possible join with retrofitting House 3 (Port property).* No longer a priority for either the Port or the City of Hood River. Broader interoperability issues are addressed as part of the County’s Mitigation Strategy.

Commented [KG17]: Not sure what House 3 refers to

**Table PoHR-5 Status of All Hazard Mitigation Actions in the Previous Plan**

2018 Action Item	2024 Action Item	Status	Still Relevant? (Yes/No)
<b>Multi-Hazard Mitigation Strategies</b>			
-	1.1	New	-
-	1.2	New	-
-	1.3	New	-
-	1.4	New	-
-	1.5	New	-
-	1.6	New	-
-	1.7	New	-
<b>Air Quality Mitigation Strategies</b>			
-	2.0	New	-
<b>Drought Mitigation Strategies</b>			
-	3.0	New	-
<b>Earthquake/CSZ Event Mitigation Strategies</b>			
Earthquake #1	4.1	Not Complete	Yes
<b>Extreme Heat Mitigation Strategies</b>			
-	5.0	New	-
<b>Flood Mitigation Strategies</b>			



2018 Action Item	2024 Action Item	Status	Still Relevant? (Yes/No)
-	6.0	New	-
Landslide/Debris Flow Mitigation Strategies			
-	7.0	New	-
Volcanic Event Mitigation Strategies			
-	8.0	New	-
Wildfire Mitigation Strategies			
-	9.1	New	-
-	9.2	New	-
Windstorm Mitigation Strategies			
-	10.0	New	-
Winter Storm Mitigation Strategies			
-	11.1	New	-

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: September 17, 2024  
Re: Lot 1 and Columbia Area Transit  
Transportation Update

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Commissioner Sheppard will give a brief update on the roundabout project at North Second and Riverside. Included in your packet is a schedule on the project and a copy of the Columbia Area Transit (CAT) presentation for tonight's meeting.

The Port wrote a letter of support for a CAT grant application earlier this year and CAT received word last month that they were successful. Amy Schlappi, CAT Executive Director, will be in attendance tonight to discuss the grant, re-affirm plans with the Port for a transit hub (most likely to be located somewhere on the re-aligned First St.), and see if it makes sense for CAT and the Port to sign an IGA for partnering/sharing resources on the transit portion of the transportation improvements.

Though KPFF is on contract for design of 60% of the roundabout, the Port will need to apply for additional grants or use cash reserves to complete design. Permits and construction documents will take place in a future amendment, a scope of which will be brought forth in spring of 2025.

Staff is recommending that the Port and CAT staff work on an IGA to ensure collaboration as the Port looking to a future phase of re-aligning First St. along Nichols Basin.

Scott Keillor, contract project manager from WSP, will be in attendance to answer any questions the Commission may have on the overall project.


**RECOMMENDATION:** Consensus to allow Port staff to work with CAT staff to develop an IGA for the planning, design and installation of a transit hub on First St.

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**Hood River County Transportation District  
(dba Columbia Area Transit)**



1

Public Transportation Provider in Hood River County	Intercity Express, Fixed Routes, Deviated Fixed Routes, & Dial-A-Ride Services	Year Round & Seasonal Services	In the past year CAT provided more than 83,000 rides
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2

## Long Standing Partnership Between the Port of Hood River and CAT

### 2009

- The Port commissioned a feasibility study by Alta Planning that concluded transit was the only viable option for pedestrian and bicycle passage over the Hood River Bridge.
- Gorge Transit Providers established a demand response system to accommodate bicyclists and pedestrians needing to cross the bridge.

### 2018

- Gorge Transit launched a fixed route system linking communities on both side of the river.
- The Port adopted a bridge toll waiver policy for public transit.
- The Port, CAT, MCEDD, and ODOT collaborated to install a bus shelter and hub on undeveloped Port property at N. 1<sup>st</sup> & Riverside.



3

## Long Standing Partnership Between the Port of Hood River and CAT

### 2019

- (ongoing) CAT leases Event Site curb space and parking for popular seasonal Gorge-to-Mountain service. This service had over 8,000 riders during the 2023-2024 winter season.
- The Port featured an interregional transit hub as part of the Walker/Macy Infrastructure Framework Plan.

### 2022

- CAT applied for FTA funds for construction of interregional transit hub at Lot 1. This project was not awarded funding.



4



## Long Standing Partnership Between the Port of Hood River and CAT

### 2024

- CAT applied for FTA funds for architectural design/engineering of interregional transit hub at Lot 1.

### **THIS PROJECT WAS AWARDED FUNDING!**

- CAT applied for State funding for construction of interregional transit hub. If awarded funding will be available July 2025.

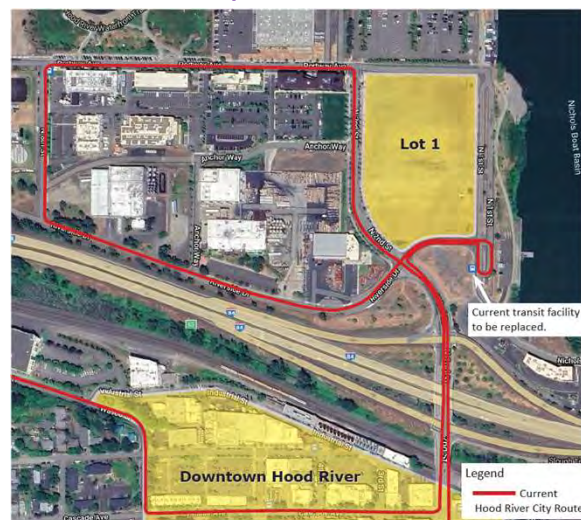


5

## The Interregional Transit Hub is Important

The current transit hub at N. 1<sup>st</sup> Street & Riverside is not a long-term solution.

- Limited bus parking
- No restrooms, limited seating
- Requires bus to do a u-turn
- Only smaller buses can access



6

## The Interregional Transit Hub is Important

Lot 1 is in a prime location to serve regional transit.



**CAT**

7

## The Interregional Transit Hub is Important

- Allows CAT and the Port to leverage funding that they may not be eligible to the districts separately and provide community resources.
- Ensures equitable access to the City of Hood River and Hood River Waterfront.
- Easy access to transit and transfer opportunities.

**CAT**

8

# Potential Locations



9

# Vision for Interregional Transit Hub



10

## Vision for Interregional Transit Hub



11

## What's Next?

Intergovernmental Agreement (IGA) – CAT would like to create an IGA with the Port to contract with Port engineer/designer to complete design phase of interregional transit hub.

- CAT staff to work with Port staff to complete this in the next month.
- Staff needs consensus from the commission to move forward with the IGA.



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13

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# Commission Memo

Prepared by: Kevin Greenwood, Exec. Director  
Date: September 17, 2024  
Re: SUM Design Studio + architecture (SDSA)  
Architectural Introduction



The Port has been preparing to hire an architect for over a year to help with the relocation of the Port's operational functions due to the impacts of the bridge replacement project. The Commission reviewed the architectural scope of work at the Dec. 19, 2023, meeting and a competitive procurement followed soon after. On March 19, 2024, the Commission directed staff to enter into negotiations with SDSA, Portland Ore., the highest scoring evaluated firm. Staff met once with Eric Hoffman, Principal, SDSA before the Port was alerted by HNTB (the replacement bridge management team) to not sign contracts until FHWA approved the project right of way acquisition process. In July of this year, the project team shared that proceeds from the ROW process would be a flat dollar amount and not a reimbursable arrangement. This allows the Port to continue with the procurement process.

Hoffman is in attendance tonight to discuss the administrative office relocation. It is staff's recommendation to develop a work order with SDSA to review several locations for the relocation effort. After this discussion, SDSA will develop a scope, schedule and budget for work order #1 along with the Master Services Agreement developed last year. Both documents would come to the Commission for approval at the October 15, 2024, Commission meeting. It should be noted that bridge construction is scheduled to start October 1, 2025 at 10:00 am, though the details as to the impact of the existing port buildings on that date is not yet known.

There are several criteria that the Commission may want to include, including:

1. Interim vs. Permanent Location
2. Future plans for available property.
3. Proximity to Bridge (users)
4. Consideration of future port staffing (after new bridge is opened)
5. Building new, remodel existing building, or leasing space
6. Budget considerations (hi, med, low when considering options)
7. Land Use Zoning and other restrictions.
8. Programming/operational needs
9. Which port buildings are underperforming vs. well-performing (net income)

The study will identify a number of areas or buildings to assess through established criteria which would then be shared with the Commission in November or December.

**RECOMMENDATION:** Discussion

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## Eric Hoffman

### Founding Principal, Project Lead



#### Project Role:

Principal-in-Charge

#### Education:

BS in Interior Design  
Montana State University

#### Qualifications:

Member of the National Council  
for Interior Design Qualifications  
(NCIDQ) #17178

Board Member  
Central Eastside Together

#### Years Experience:

32 years experience

After earning his BS in Interior Design from Montana State University, a desire to experience a larger city drew Eric to Portland with its architectural tradition of warm interior spaces designed to offset the long inclement winters. During his ensuing 14 years working at established firms such as FFA in Portland, Eric established himself as a talented designer of large commercial projects ranging from multi-floor tenants, office buildings, high tech and healthcare. In 2006 he and Matt Loosemore formed SUM. As a founding partner and the head of the interiors department, Eric has built considerable experience and design expertise on creative office projects including Insitu's corporate headquarters in Hood River, OR, Straub Collaborative in NW Industrial Portland, DKS Associates headquarters in downtown Portland, and other well-known companies, never losing sight of attention to detail.

### PROJECT EXPERIENCE

#### Insitu | Hood River, OR

Budget: Varies Size: 250,000 SF Completion: Varies

- Office, engineering, manufacturing, warehouse & inventory spaces in multiple buildings throughout the Columbia River Gorge
- CMGC Delivery Method

#### Hood River Athletic Club | Hood River, OR

Budget: \$12,200,000 Size: 50,000 SF Completion: 2023

- Common area and exercise room upgrades
- CMGC Delivery Method

#### Trillium Engineering | Hood River, OR

Budget: \$11,500,000 Size: 25,000 SF Completion: 2024

- New headquarters at the Waucoma Building
- CMGC Delivery Method

#### One Financial Center | Portland, OR

Budget: \$7,500,000 Size: 50,000 SF Completion: 2021

- Common area upgrades
- CMGC Delivery Method

#### Kiln | Portland, OR

Budget: \$22,200,000 Size: 38,000 SF Completion: 2023

- Full-building renovation for coworking space
- CMGC Delivery Method

## Kelley Wilson

Architect, Project Manager



Kelley Wilson has over 40 years of experience in all phases of project development and design, spanning both the private and public sectors. His breadth of public experience includes a vast array of clients that range from higher education and PreK-12 to city, county, and state projects. Prior to joining SUM, Kelley managed his own firm, as well as held the position of Owner's Representative for Educational Services District 112 & 117 in their capital projects group, focusing on budgeting and scheduling for large scale design and construction projects for school districts. On this project, his role is to leverage this vast knowledge and experience to focus on managing project scope and design as they relate to budget and schedule.

### Project Role:

Project Manager

### Education:

BS in Architecture  
University of Idaho

### Qualifications:

Licensed Architect  
OR #3741  
WA #5690

### Years Experience:

40 years experience

### PROJECT EXPERIENCE

#### First Federal Savings & Loan | McMinnville, OR

Budget: \$14,000,000 Size: 31,000 SF Completion: 2021

- New HQ building for a growing Willamette Valley bank
- CMGC Delivery Method

#### Unitis Bank Headquarters | Tigard, OR

Budget: \$13,000,000 Size: 92,500 SF Completion: 2024

- New HQ Building for a growing Willamette Valley bank
- CMGC Delivery Method

#### Factor Building | Portland, OR

Budget: \$11,500,000 Size: 42,000 SF Completion: 2021

- Adaptive re-use of two conjoined warehouses into creative workspaces
- CMGC Delivery Method

#### McCarthy Family Farm Workforce Housing | Parkdale, OR

Budget: TBD Size: 9,600 SF Completion: Estimated 2025

- Two 4,800 SF residential buildings on rural site
- Currently in design phase



Executive Director's Report  
August 20, 2024

#### **ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR**

##### *ROUNDBOUT AT LOT 1 / SCOTT KEILLOR, WSP*

- *See CAT/Lot 1 Presentation on agenda*
- *CENTENNIAL EVENT / GRETCHEN GOSS*
- *See Consent Agenda item.*

##### *PARKING LOT DEVELOPMENT / CARLOS GARRIDO, HRK*

- *Project Schedule attached*
- *Land Use Application submitted last month. Notices have been sent out to abutting property owners.*
- *90-day review period.*
- *HRK should have draft Invitation to Bid ready to review next week.*

##### *PROPERTY LEASING UPDATE / ANNE MEDENBACH*

- *Showed Wasco downstairs last week; photos for full building going up next week.*
- *Term sheet with Hood River Art Collective has been developed for the Big 7. Upon approval of concrete contract, staff will begin improving space for November lease.*
- *Columbia Gorge News has now vacated their space at the DMV Building; DMV is interested in leasing the whole space. Negotiations will be starting shortly.*

##### *COAST GUARD RULE CHANGE FOR LIFT REQUESTS*

- *Rule change is still in the 120-day federal process, which started June 27, 2024. Should be posted to the federal register by end of October.*
- *Steps in the process:*
  - *Dist. 13 Bridge Manager drafted Notice of Proposed Rulemaking (NPRM) - complete*
  - *Dist. 13 admin and legal reviews – complete*
  - *USCG HQ admin reviews - complete*
  - *USCG HQ DC legal review – currently under review*
  - *Notice is assigned a federal register docket number*
  - *Posted to the Federal Register for 45 days comment period.*
  - *Process repeats for the Final Rule*

##### *OTHER ACTIVITIES*

- *Commissioner Chapman and Director Greenwood attended the Joint Transportation Committee (JTC) hearing in The Dalles last Friday. The local governments in Hood River County submitted theme-related fact sheets. Port's fact sheet in packet.*
- *We have been seeing private cranes coming on to Port property. Port's typically charge an access fee to private firms conducting business on public property. We should consider an annual fee for these types of for-profit businesses.*
- *In discussions between American Cruise Lines and the City, ACL has moved their bus stop to First and Cascade which should reduce traffic conflicts at Second and State.*
- *Working with HNTB and Universal Field Services on a right of way (ROW) acquisition presentation. Planning for an October 15<sup>th</sup> presentation.*

- Attached is a preliminary layout of the Jensen building roof for a lease with Verizon. This could help Verizon users more easily access the paid parking app on the waterfront. Staff will be moving forward to generate a lease and terms.
- Working with Terra Surveying to determine accurate political boundaries for the Port of Hood River. The current County GIS maps have significantly different boundaries than other maps in the archives.
- Worked with staff to prepare a historical area application for the Big 7 window project.
- Working with staff to streamline our leasing processes.
- Both trucking companies paid their citations in full for going through the barricade during the emergency closure. Once we have the Kiewit invoice, all invoices will be packaged and sent to Scott Reynier.

#### **ADMINISTRATION – PATTY ROSAS, EXECUTIVE ASSISTANT**

- The Oregon Government Ethics Commission (OGEC) will begin offering Public Meetings Law training in November, available both in person and online. This training fulfills the mandatory requirements outlined in ORS 192.700. Participants must attend the full session to receive a certificate of completion. To sign up, visit [https://www.oregon.gov/ogec/training/pages/webinars.aspx?utm\\_medium=email&utm\\_source=govdelivery](https://www.oregon.gov/ogec/training/pages/webinars.aspx?utm_medium=email&utm_source=govdelivery) or contact Patty Rosas for assistance.
- Finalizing the new website, with a planned launch date of October 1.
- Attending SDAO Human Resource Alliance Roundtable September 18.

#### **FINANCE – DEBBIE SMITH-WAGAR, FINANCE DIRECTOR**

Software: A suite of budget to actual reports have been created and are included in the “informational items” on the agenda. There are many “bells and whistles” still to be implemented, but the basic financial components are up and running.

#### Replacement Bridge:

- The past month has seen a significant amount of time for the group tasked with funding and finance to prepare for the transition from Port grants to Bridge Authority grants. While the Port had sufficient cash to pay vendors and then ask for reimbursement, the Bridge Authority will need \$10-\$15M of cash in the bank to move forward with the payment/reimbursement schedule. Hood River County has offered a \$10M loan to the Bridge Authority and details are being worked out at this time.
- HRWSBA continues to work on their toll policy and related toll rates to be used in the investment grade Traffic and Revenue Study. The Finance department is providing information and assisting in that process.

Preparing for the Port Administration to Move: The toll booth and the Port of Cascade Locks have connections to the existing Port building. Efforts are underway to get the toll booth its own internet connection so it can function without a connection to the administration building. The Port of Cascade Locks will also need to be separated from the administration building. Fortunately, our back office tolling system, P Square, recently completed a migration to the cloud, so all we need is an internet connection to connect.

501c3: We are working with attorneys to determine wording for the “purpose” of the not-for-profit. IRS specifically says the purpose must be “charitable, educational, and/or scientific”. The attorney helping with the by-laws says it cannot look like the not-for-profit is merely a “shell” of the Port. What this means is that parks maintenance is already a requirement of

*the Port, so it can't really be replicated in the not-for-profit. We are continuing to research how to word this and will update you as more information becomes available.*

*Personnel Manual: Staff has been working on an update for the personnel manual for several months. The manual has not been updated since 2018 and numerous laws have changed. We intend to have the updated version ready for Commission approval at its October meeting.*

#### **WATERFRONT/MARINA – DARYL STAFFORD, WATERFRONT MANAGER**

- It is with a heavy heart that we share the passing of our long time Marina Committee & Waterfront Committee member Josh Sceva. Josh lost his battle with cancer a few weeks ago. He was a dedicated member of the Committees and truly a privilege to work with, always positive and inspiring. He was also a member of the HRYC and the founder of the HR Outrigger Canoe Club. He was a big proponent of being a good steward of the land and development of parks. We will dearly miss him.*
- Upcoming Fall Waterfront Events include: NEW Pfreim's Octoberfest Sept. 21; NEW Hops Fest October 5; NEW HR Bridge Celebration Oct. 6, Harvest Fest Oct. 11-13; and the Gorge Marathon Oct. 20<sup>th</sup>.*
- Last week was the AWSI tradeshow at the Event Site. The show had a record number of vendors. The timing of the event coincided with the Labor Day holiday weekend which made for a very busy waterfront! Due to the size of the event and the demand for public use there were struggles for the event management for monitoring parking and maintaining the agreed upon amount of space for public access. Port Staff will address updating the Port Event Policies towards betterment for future events.*
- The Port received a new event application for April 2025 from the "Run with the Wild" marathon group. They anticipate approximately 500 runners. This would be a great event to add to the waterfront during a typically slow time of year.*
- The Port has 4 waterfront recreation Concessions that are interested in continuing to rent storage parking space at the east side of the Maritime building. The Concessions were given notice that this may be the last season that area will be available due to the Commissions desires to utilize it for a new parking area. The rentals will end 4/15/2024.*
- The Marina Green will begin to be utilized by various local sports groups. The Port has permits with HRPR Adult Rugby & Kickball, along with New School Ultimate Frisbee.*
- The Event Site kite launch has reopened for off-season kite launching from the grass.*
- The Waterfront Concessions will conclude their 2024 season on October 1<sup>st</sup>.*
- Port staff has been tracking dispute types from May 11, 2024 through Sept. 13. A more comprehensive parking report will be shared with the Commission in November.*
- There have been a number of close calls with sailboats this summer. Sailboat trailers are much taller than a typical trailer and the angle into the marina from the boat launch is not meant for tall keels. Likewise, cranes often come into the marina to lift long keeled sailboats onto landside trailers. The potential for an accident in the marina is real. Staff is looking at a policy that would require crane operators to pay a fee to lift vessels out of the marina including a certificate of additionally insured in case of an accident. This would be brought to the Commission next spring and be a part of the moorage agreements.*



## **GROUNDS AND FACILITIES – RYAN KLAPPRICH, FACILITIES MANAGER**

- *Bridge plaque removal and clean up for Centennial event.*
- *Starting back-up monthly maintenance lifts for training new lift operators.*
- *Installed waterfront trail story board kiosk and signs.*
- *Received ODOT bridge inspection report, sufficiency rating went up to 7. New rating criteria established plus better deck welding justified the slight increase.*
- *Winterized Jensen skylights until staff can find replacements.*
- *Repaired failing insulation at Tofurky from inspection.*
- *Replaced damaged sheet rock from sprinkler leak at Jensen loading dock.*
- *Scheduled fire sprinkler system repair for Jensen.*
- *Patched and repainted Columbia Gorge News vacated space and repaired hallway to DMV.*
- *Updated lighting in DMV hallway and Columbia Gorge News to LED.*
- *Repaired picnic shelter siding and paint to match.*
- *Conducted interviews for new crew supervisor position.*
- *Rapid Ready Mix site cleaned up at Lower Hanel Mill.*
- *WAAMM fly in prep.*
- *Bridge guardrail section replacement.*
- *DSL inspection at airport (wetland mitigation site) waiting for report.*
- *Dock walk with contractor for repairs larger than staff can handle.*
- *Applied for Historical Landmark permit for window installation at Big 7.*
- *Hamilton wire rope close out; project finished under budget.*
- *Received plans for Verizon to install antennas on Jensen roof for better cell service on waterfront, improves our pay to park usability.*
- *Removal of HUGE boulders and old dock at Maritime for future parking lot.*
- *Repaired vandalized sink and vent cover that was ripped off the wall at boat ramp bathroom.*
- *Down to 3 summer hires from 6.*
- *Breezby illuminator repair and system adjustments with TDS assistance.*



-###-

# PORT OF HOOD RIVER PROPOSED PARKING LOTS 2024

ID	Task Mode	Task Name	Duration	Start	Finish	% Complete	Contact	Qtr 2, 2024												Qtr 3, 2024				Qtr 4, 2024				Qtr 1, 2025				Qtr 2, 2025				Qtr 3, 2025				Qtr 4, 2025															
								Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec														
1	✓	<b>PoHR Parking Lots 2024 - 2 Parking Lots</b>	<b>426 days</b>	<b>Mon 4/22/24</b>	<b>Mon 12/8/25</b>	<b>100%</b>		[Gantt bar from 4/22 to 12/8/25]																																															
2	✓	Meeting w/ PoHR Director	0 days	Mon 4/22/24	Mon 4/22/24	100%	PoHR & HRK	[Milestone diamond at 4/22]																																															
3	✓	<b>Topographic Survey</b>	<b>9 days</b>	<b>Wed 4/24/24</b>	<b>Mon 5/6/24</b>	<b>100%</b>		[Gantt bar from 4/24 to 5/6/24]																																															
4	✓	On Call Services	9 days	Wed 4/24/24	Mon 5/6/24	100%	HRK	[Gantt bar from 4/24 to 5/6/24]																																															
5	✓	Topographic Survey Anchor Way Lot	6 days	Mon 4/29/24	Mon 5/6/24	100%	HRK	[Gantt bar from 4/29 to 5/6/24]																																															
6	✓	Topographic Survey Port Way Lot	6 days	Mon 4/29/24	Mon 5/6/24	100%	HRK	[Gantt bar from 4/29 to 5/6/24]																																															
7	✓	Creating Base Maps	8 days	Mon 4/29/24	Wed 5/8/24	100%	HRK	[Gantt bar from 4/29 to 5/8/24]																																															
8		<b>&lt;Planning</b>	<b>181 days</b>	<b>Tue 4/30/24</b>	<b>Tue 1/7/25</b>	<b>50%</b>		[Gantt bar from 4/30 to 1/7/25]																																															
9	✓	Pre-Application Submittal	3 days	Tue 4/30/24	Thu 5/2/24	100%	HRK	[Gantt bar from 4/30 to 5/2/24]																																															
10	✓	Pre-Application Review	18 days	Fri 5/3/24	Tue 5/28/24	100%	CoHR Planning	[Gantt bar from 5/3 to 5/28/24]																																															
11	✓	Pre-Application Meeting	0 days	Wed 5/29/24	Wed 5/29/24	100%	CoHR, PoHR & HRK	[Milestone diamond at 5/29]																																															
12	✓	Second Pre-Application Review	40 days	Thu 5/30/24	Wed 7/24/24	100%	CoHR Planning	[Gantt bar from 5/30 to 7/24/24]																																															
13	✓	Land Use Application Submittal	29 days	Thu 7/25/24	Tue 9/3/24	100%	HRK	[Gantt bar from 7/25 to 9/3/24]																																															
14		Land Use Application Review	90 days	Wed 9/4/24	Tue 1/7/25	0%	CoHR Planning	[Gantt bar from 9/4 to 1/7/25]																																															
15		Land Used Application Approval	0 days	Tue 1/7/25	Tue 1/7/25	0%	CoHR Planning	[Milestone diamond at 1/7]																																															
16		<b>Civil Engineering</b>	<b>79 days</b>	<b>Mon 10/7/24</b>	<b>Thu 1/23/25</b>	<b>0%</b>		[Gantt bar from 10/7 to 1/23/25]																																															
17		Civil Design Parking Lots	36 days	Mon 12/2/24	Mon 1/20/25	0%	HRK	[Gantt bar from 12/2 to 1/20/25]																																															
18		Stormwater Management Report	35 days	Mon 11/4/24	Fri 12/20/24	0%	HRK	[Gantt bar from 11/4 to 12/20/24]																																															
19		1200 C Permit	35 days	Mon 10/7/24	Fri 11/22/24	0%		[Gantt bar from 10/7 to 11/22/24]																																															
20		Preparing Bid Documents	45 days	Fri 11/22/24	Thu 1/23/25	0%	HRK	[Gantt bar from 11/22 to 1/23/25]																																															
21		<b>Engineering Review</b>	<b>80 days</b>	<b>Mon 1/27/25</b>	<b>Fri 5/16/25</b>	<b>0%</b>		[Gantt bar from 1/27 to 5/16/25]																																															
22		Engineering Review 1	28 days	Mon 1/27/25	Wed 3/5/25	0%	CoHR Engineering	[Gantt bar from 1/27 to 3/5/25]																																															
23		Addressing Comments Review 1	15 days	Thu 3/6/25	Wed 3/26/25	0%	HRK	[Gantt bar from 3/6 to 3/26/25]																																															
24		Engineering Review 2	21 days	Fri 3/28/25	Fri 4/25/25	0%	CoHR Engineering	[Gantt bar from 3/28 to 4/25/25]																																															
25		Addressing Comments Review 2	15 days	Mon 4/28/25	Fri 5/16/25	0%	HRK	[Gantt bar from 4/28 to 5/16/25]																																															
26		Construction Drawings Approved	0 days	Mon 5/19/25	Mon 5/19/25	0%	CoHR Engineering	[Milestone diamond at 5/19]																																															
27		<b>Bid Process &amp; Project Award</b>	<b>30 days</b>	<b>Mon 5/26/25</b>	<b>Fri 7/4/25</b>	<b>0%</b>		[Gantt bar from 5/26 to 7/4/25]																																															
28		Bidding Process	30 days	Mon 5/26/25	Fri 7/4/25	0%	PoHR & HRK	[Gantt bar from 5/26 to 7/4/25]																																															
29		Construction Project Award	0 days	Fri 7/4/25	Fri 7/4/25	0%	TBD	[Milestone diamond at 7/4]																																															
30		<b>Construction &amp; Parking Approval</b>	<b>95 days</b>	<b>Mon 7/14/25</b>	<b>Mon 11/24/25</b>	<b>0%</b>		[Gantt bar from 7/14 to 11/24/25]																																															
31		Parking Lots Construction	80 days	Mon 7/14/25	Fri 10/31/25	0%	TBD	[Gantt bar from 7/14 to 10/31/25]																																															
32		As-built	5 days	Mon 11/3/25	Fri 11/7/25	0%		[Gantt bar from 11/3 to 11/7/25]																																															
33		Final Report	10 days	Mon 11/10/25	Fri 11/21/25	0%		[Gantt bar from 11/10 to 11/21/25]																																															
34		Final City of Hood River Approval	0 days	Mon 11/24/25	Mon 11/24/25	0%		[Milestone diamond at 11/24]																																															

Project: Port of Hood River  
Date: Tue 9/3/24

Task		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline	
Split		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress	
Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	

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September 11, 2024

Re: Leasing update

Kevin,

Thanks for this opportunity to update you and the Commission on progress of the Ports Leased properties. There are 3 work orders with the Port:

1. The listing for sale of 616 Industrial Way for \$4,000,000- expires 10-31-24 5% cooperative sales commission
2. The listing for lease of 616 Industrial Way - expires 10-31-2024 1% lease commission
3. The listing for lease of other properties in the Ports portfolio on a case by case basis.

616 industrial

Back in June, Broker met with the Board to discuss a strategy and the listings. The direction given was that Broker would try and lease up the building in order to sell it. She would check back in with the Board as things progressed. The \$4,000,000 listing price was not supportable with the current cash flow (\$174,000) and actual cap rate of 4.35% for the building. It was agreed that Broker would work to lease the building to get closer to a 7% cap rate in order to be able to successfully market and sell the building. That would require a reduction in sales price and leasing out 5-10,000sf.

Since that time, Broker has been working with 3 tenants and has secured a draft lease with one (3,200sf) and a term sheet with the other (5,900sf) . The third could not wait for the construction discussed below and found another space. Additionally, Sara Wolf would like to extend her lease for another 3 years. This amendment is included in the packet for approval.

The building has been shown to 3 additional tenants. The building is listed on RLMS and Loopnet. It is not currently being marketed for sale per the direction given above. The tenants have requested that windows be installed as a condition of the leases. This action has taken time for Port staff to accomplish as it required engineering, cost estimates AND a historical review permit, which was submitted to the City of Hood River on September 6 and should take about 30 days after which permits can be applied for and contractors can be engaged. The tenant with the draft lease is ready to sign but is waiting for the window permits to be received and a timeline for installation to be finalized by the Port. The Tenant with the term sheet is working through their final business plans with a goal of signing a lease in October.





Creating a process between Port staff and the Broker regarding how Tenant Improvements will be approached and understanding what has to be approved by the Commission will be helpful moving forward.

At this point, the building is still vastly under leased and we are waiting for improvements to be completed prior to leases being executed.

#### 205 Wasco

This building was vacated in July. Since that time, the FHWA has executed a lease, facilitated by Broker. The building is not yet listed as the NNN numbers have not been provided to Broker and a listing cannot move forward without this cost information.

Broker continues to assist the Port with items such as market rate opinions and following up with prospective tenants as needed.

Broker would like to continue the relationship moving forward and hopes to clarify direction.

*With Gratitude,*

Anne Medenbach





## Port Information

Population: 22,955 (PSU 2023)  
Square Miles: 274 (51% of county)  
Budget: \$50-million  
Employees: 29.6 FTE

## Data

**ECONOMIC OUTPUT**  
Direct Impacts: \$187,029,000  
Direct + Indirect: \$279,934,598  
**JOBS (FULL TIME EQUIVALENT)**  
Direct Jobs: 595  
Direct + Indirect: 985  
(ECONorthwest 2013)

## Funding

Tolls for non-bridge related activities stop July 1, 2026

Property Tax: 3.3-cents/\$1000 totaling less than \$110,000 annually.

Toll have funded parks for generations and a new funding source will be needed to replace that revenue stream.

Connect Oregon continues to be one of the few available grant programs for Port transportation projects.

## Background

The Port of Hood River has a close working relationship with both ODOT Region 1 and 4. As the sole Columbia River crossing within a 50-mile corridor of the mid-Columbia region The Port of Hood River owns most of the recreational waterfront in the city of Hood River and has become a world-wide center for wind-sport enthusiasts. A primary goal of the Port is to improve traffic delays off Exit 63 to the waterfront (see right).



The Port continues to own and operate the mile-long Hood River Bridge located in the middle of the mid-Columbia region. The Port has worked diligently for the last five years (with the help of HB2017) to create a new bi-state bridge authority to take over the replacement efforts. Until the new bridge is built, however, the Port is responsible for operating, maintaining, and repairing the current bridge which costs over \$6 million annually.

## Partnerships

The Port of Hood River has a number of agreements with ODOT.

- The Port allows ODOT to direct truck traffic to vacant Port property during I-84 closures due to weather or fire conditions
- The Port and ODOT have an agreement for ODOT to reimburse the Port for toll waivers during inclement conditions.
- The Port and ODOT continue to study transportation solutions for access off I-84 at Exit 83 to the Hood River waterfront.
- ODOT Region 1 has provided technical assistance during the selection of HNTB as project managers for the bridge replacement project, as well as facilitating the NEPA process and tribal Memos of Agreement (MOAs).
- ODOT helps the Port by using I-84 reader boards to alert motorists of bridge closures.

## Priorities

The projects listed below are priorities for the Port of Hood River:

- Re-design of the I-84 Exit 63 No. Second/Riverside intersection that is the singular access to the Hood River waterfront. Project estimate \$10-million.
- Repair, Maintenance and Operation of the Hood River Bridge – Port's are not eligible to receive state gas tax and as such the Hood River Bridge continue to assess a toll for the ongoing operations and maintenance of the existing bridge.

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PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

NO.	DATE	DRAWN	REVISION
A	07/30/24	EG	90% PCD REVIEW

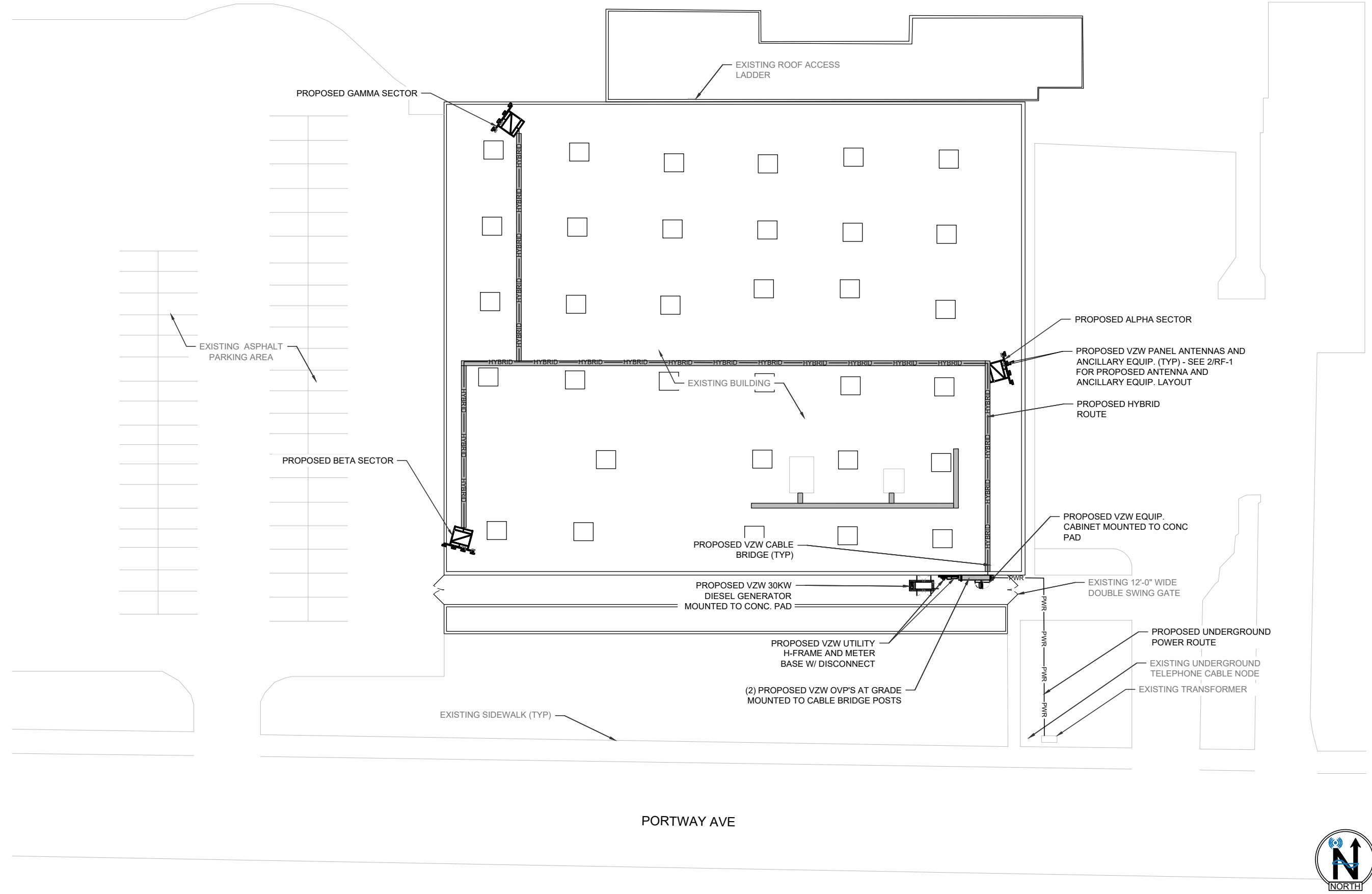


**POR  
THE SPIT**  
400 PORTWAY AVE  
HOOD RIVER, OR 97031

SITE SKETCH

SK-1

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August 2024 Report

# Ken Jernstedt Airfield

Hood River, Oregon



August 2024 Aircraft Traffic Count 2334 logged flight activities which was down from July that had 2659.

Jan, 234, Feb. 1140, Mar. 1873, April 1572, May 1950, June 2852, July 2659.

If you would like to review the reports available on the MIS site please reach out to me for the login details. <https://aero.motioninfo.com/secure/reports.cfm>

The installation of the ADSB equipment at 4S2 and KDLS was praised by the emergency response crews as it assisted in the accurate locating of the downed aircraft overdue at the Fly In.

Washington Dept of Aviation is now using it to assist in the immediate research for overdue aircraft.

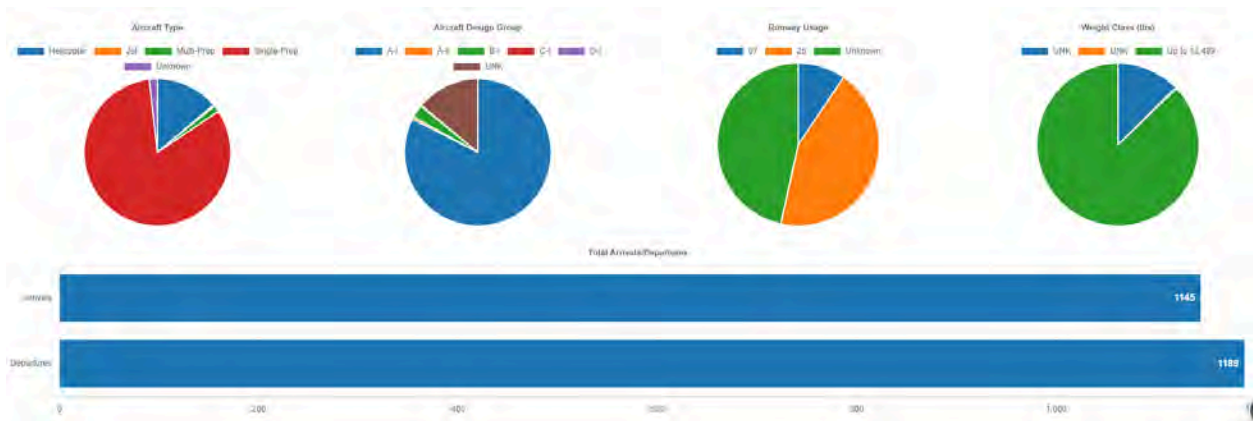
- The groundskeeping contract is running smoothly, and the airport is in excellent condition, receiving positive feedback from both tenants and the pilot community. I coordinated with the landscape contractor and had two Port staff assist with a final touch-up early Thursday morning in preparation for the Fly-In event..
- Hangar Break in: Hangars C 2,4,6 on the south side of the airport had the locks cut and were rummaged through. C2 did have items stolen from an unlocked safe in the hangar. The other tenants did not report anything missing. I have sent a request for a quote to add additional cameras as well as a meeting with P P & L to explore additional lighting in the areas with the most need. (more details to follow) We did also do an audit of who has or had access to the camera login and cleaned up that list.
- I also met with Doug Holzman and spoke with Don Stearns about the possibility of placing cameras on their buildings to provide the best coverage, all were agreeable to whatever provides the best safety for the airport.
- I met with Ron Kurahara and worked out a solution that should work for both him and the airport in regards to the need to remove the trees on the north side near the weather equipment. As well, an arborist came to the site and we are working on how to remove the trees without disrupting the wetland site. I did meet with the wetland mitigation company and they did not have any concerns with the trees being removed and stated that a few of them could be left laying in the site.
- The current AWOS grant is having a new scope of work approved to study the removal of the trees or the relocation of the weather equipment. If it is found that the trees being removed will eliminate the wind anomaly the FAA may be able to assist in the cost of removal.
- I met with the FBO staff to explore some possible landscape ideas for beautifying the FBO area. They and I will be working on the costs associated and the requirements of the leased areas being maintained by the FBO staff.
- The Task Orders for Precision Approach Engineering, associated with the grants for the T Hangars and the Taxiways are ready for signatures and then the continued design work can be finished and prepared for a bid package and award and construction.

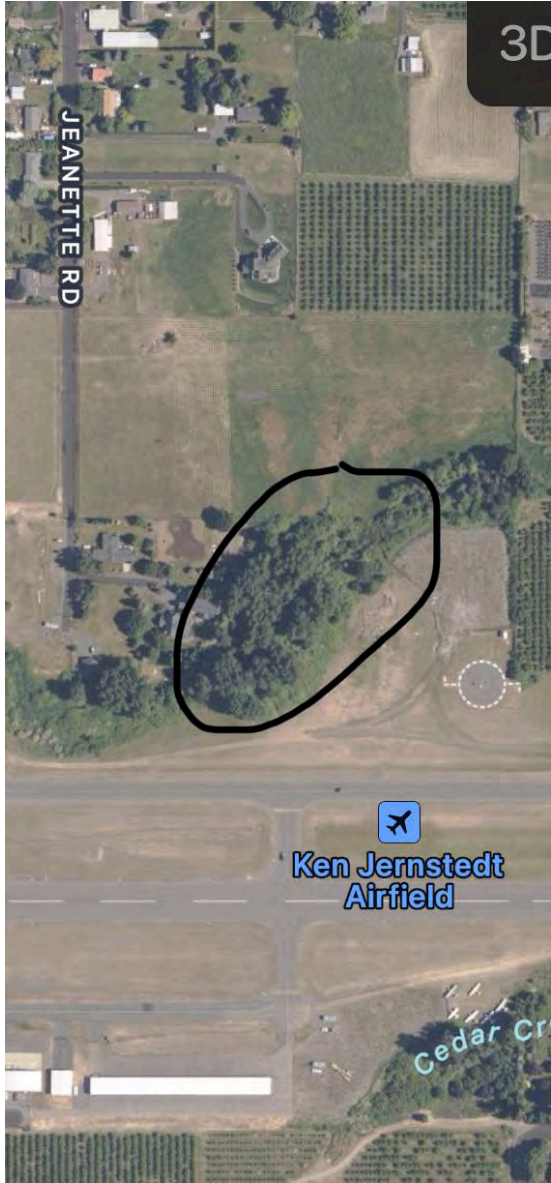
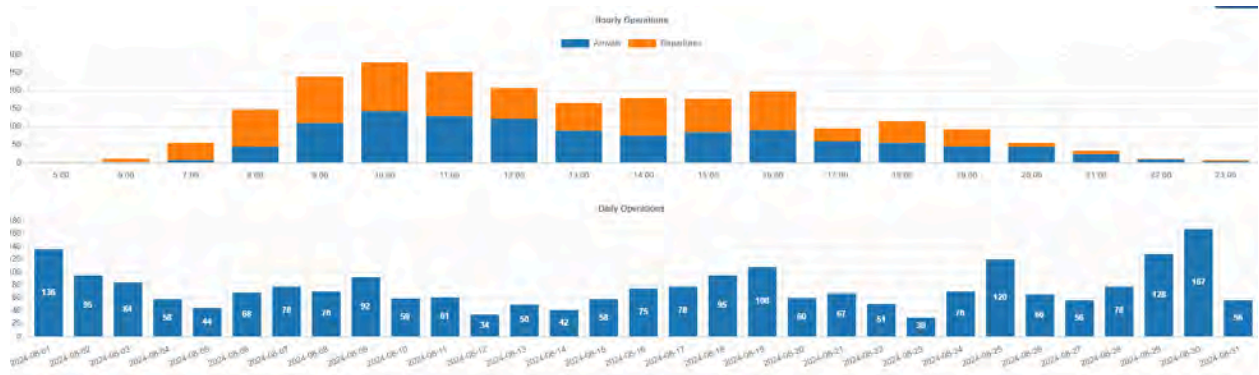


- Working with PAE to redesign the North Apron to get 2 more rows of Tie Downs for airplanes. This is an eligible project for some funds that need to be used along with the rehab of the pavement between the north side hangars. (reflected in the CIP notes below)
- I have received 2 quotes for the door replacement on the Hoby hangar and working to have a sign naming the building and commemorating Hoby in the process.
- I also had the FAA reach out and ask for an appointment to meet and look at the airport for the possibility of adding some DME (distance measuring equipment) to our airport. I should be meeting with them around the 19th.

## Airport CIP

<b>2026</b>	<b>Taxiway/Taxilane Maintenance &amp; North Apron Reconfiguration-Phase I: Design</b>
<b>2026</b>	<b><a href="#">BIL: Reimbursement for T-Hangar Construction in 2025 (Approx. \$144K available)</a></b>
<b>2027</b>	<b>Taxiway/Taxilane Maintenance &amp; North Apron Reconfiguration-Phase II: Construction (\$455K NPE available)</b>
<b>2028</b>	<b>NPE Carryover (\$150K available)</b>
<b>2029</b>	<b>NPE Carryover (\$300K available)</b>
<b>2030</b>	<b>NPE Carryover (\$450K available)</b>





**Jeff Renard**

**Airport Manager**

**Columbia Gorge Regional Airport**

**Aviation Management Services (AMS)**

[jrenard@aviationmanagementservice.com](mailto:jrenard@aviationmanagementservice.com)

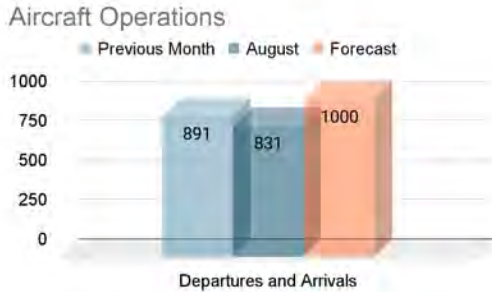
Cell: 541-288-6766



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**Airport Activity:**

August was a busy month in terms of flight operations but fell short of what was forecast. Lower activity likely was due to prolonged periods of smokey conditions. Next month is the Hood River Fly-In and we will see an increase in airport activity.



**Night Flights:**

No night flights flown in August. No large events scheduled for September.



**Flight Training:** Only 2 training events were conducted by Hood Aero in August. These were seaplane events. No other training events have been reported. I am certain there are flight training events occurring at 4S2 on a regular basis, I just

do not receive notification.

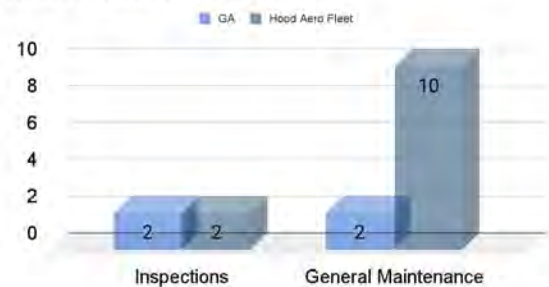
**Flight Training Events**



**Maintenance Activity:**

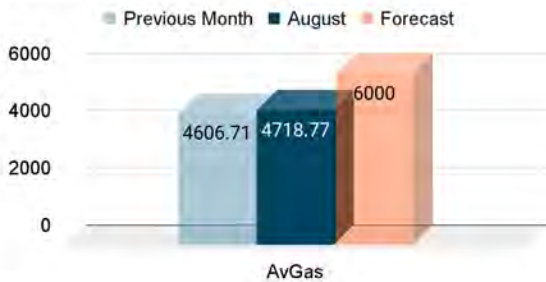
16 total maintenance events took place in August. The majority of the maintenance events were Hood Aero fleet aircraft. 4 inspections took place while 12 unscheduled maintenance events took place

**Maintenance Events**



**Fuel Sales:** Fuel sales were good but showed below what was forecast which is consistent with the reduced overall flight operations. Anticipate a spike in sales next month with the Hood River Fly-In.

Fuel Sales (Gallons)



**Fuel Flowage Fees:**

\$471.87 paid in flowage fees to the Port of Hood River in July. Based on .10 per gallon and a rounded sale of 4718.77 gallons.

**Tie Down Activity:**

- 23 total spots.
- 70% utilization for August averaged.
- \$5 collected for tie down fees in August.

**Noise Feedback:**

No noise complaints received by the FBO in August.

**Pilot Feedback:**

No specific pilot feedback was received by the FBO in August.

**Airport Surfaces:**

	Condition	Notes.
Rwy 7/25		

Grass Strip		
N. Ramp		
S. Ramp		
S. Gravel		
Taxiways		

**Facilities:**

	Condition	Notes.
N. Hangars		
S. Hangars		
FBO		
MX Hangar		
Ops Hangar		
Collins Hangar		
Blue Hangar		

**Lighting:**

- No issues noted with airport lighting.

**Other:**

- No other issues noted.

# Commission Memo

Prepared by: Kevin Greenwood  
Date: September 17, 2024  
Re: Resolution Adopting Procurement Rules  
and Business Matters



Last month the Commission gave direction to staff to incorporate certain policy language into the draft Procurement Rules. The attached Procurement Rules (1) are ready to adopt as presented, (2) may be adopted as amended if the Commission would like to make additional, minor changes, or (3) if substantially changed, may be edited and brought back to review in October.

Port Legal Counsel suggested that in addition to new Procurement Rules, the Commission annually adopt a separate resolution in July where many recurring business matters can be reviewed, affirmed or changed. In addition to the Resolution adopting Procurement Rules being reviewed tonight there is also a Resolution Establishing Business Matters in the packet for review.

A summary of the direction from the August 20<sup>th</sup> Commission meeting follows:

1. *Executive Director contract authority.* The Commission set the Executive Director contracting limit across the board at \$20,000 to be reviewed annually.
  - a. *Procurement Regulations Resolution.*
    - i. *Sec. 2(B)* [pg. 2] – Refers to Business Matters Resolution.
    - ii. *Sec. 12(A)* [pg. 14] – Surplus Property Authority disposal amount set by Business Matters Resolution.
  - b. *Business Matters Resolution.* TITLE IV(2)[pg. 2] – Sets the Executive Director’s contracting authority to \$20,000.
2. *Review of Procurement Documents.* The Commission agreed to approve procurement documents prior to release for Large/Formal (>\$250k) procurements to be reviewed annually.
  - a. *Procurement Regulations Resolution.*
    - i. *Sec. 4.C* [pg. 7] – Refers to large procurements of personal services.
    - ii. *Sec. 5.F.1* [pg. 9] – Refers to large procurements of construction-related personal services.
    - iii. *Sec. 8.A and 8.B* [pg. 12] – Refers to large procurements of goods, services, and public improvements.
  - b. *Business Matters Resolution.* TITLE IV(1)[pg. 2] – “... Exec. Director shall receive Board approval of all formal procurement documents required in connection with all formal solicitations ...”

3. *Approval of non-budgetary change orders.* The Commission agreed that all change orders, regardless of scope, schedule or budget changes, shall continue to be approved by the Commission and reviewed annually.
  - a. *Procurement Regulations Resolution.*
    - i. *Sec. 2.B and C* [pg. 2]
  - b. *Business Matters Resolution.* TITLE IV(3)[pg. 2] – “... Board shall approve all change orders and amendments ... regardless of value.”
4. *Employee access to surplus property.* The Commission prohibited Port employees from acquiring surplus property directly from the Port.
  - a. *Procurement Regulations Resolution.* Sec. 12(E)[pg. 15] – “...employees shall not receive preferential or other special treatment in connection with the sale of surplus property due to their employment status.”
  - b. *Business Matters Resolution.* Not applicable.

Ashleigh Dougill will be in attendance via Zoom to answer Commission questions.

**RECOMMENDATION:** MOTION to adopt Resolution No. 2024-25-4 Creating Public Contracting Regulations and a Resolution Establishing Business Matters.



**PORT OF HOOD RIVER**  
RESOLUTION 24-25-4

**A RESOLUTION CREATING PUBLIC CONTRACTING REGULATIONS**

**Whereas,** the Port of Hood River Board of Commissioners (“Commission”) adopted Public Contracting Rules via Resolution No. 2005-06-1 on July 19, 2005; AND

**Whereas,** the Commission amended the Contracting Rules via Resolution No. 2015-16-7 on May 10, 2016; AND

**Whereas,** the Commission wishes to update its Public Contracting Rules to accommodate changes made by the State Legislature; and

**Whereas,** the Commission has provided certain related business matter updates in Resolution No. 2024-25-5 that shall supplement or further support this resolution.

NOW THEREFORE, THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

**Section 1. Public Contracts – Port of Hood River**

- A. Short Title.** This resolution may be cited as the Public Contracting Regulations for the Port of Hood River, Port Contracting Rules, or Port Procurement Rules
  
- B. Purpose of Public Contracting Regulations.** It is the policy of the Port of Hood River (“Port”) in adopting the Public Contracting Regulations to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:
  - (1) Promoting impartial and open competition;
  - (2) Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
  - (3) Taking full advantage of evolving procurement methods that suit the contracting needs of the Port as they emerge within various contracting activities.
  
- C. Interpretation of Public Contracting Rules.** Except as provided within these Public Contracting Regulations, Port public contracting is governed by ORS Chapters 279A, 279B and 279C (the “Public Contracting Code”) and the Model Rules of the Attorney General set forth in OAR 137-046, 047, 048, and 049 (the “Model Rules”).

**Section 2. Public Contracts – Regulation by Port; Authority of Purchase Manager; Delegation.**

- A. **General Port Commission Authority:** Except as expressly delegated under these regulations, the powers and duties of the Local Contract Review Board under the Public Contracting Code must be exercised and performed by the Port Commission.
- B. **General Executive Director Authority.** The Executive Director shall be the Purchasing Manager for the Port and is hereby authorized to issue all solicitations, award all Port contracts, and execute all contracts, amendments, and change orders for which the contract price does is equal to or greater than the values set forth in the Resolution Appointing and Authorizing Business Matters. For clarity’s sake, all Port contracts and solicitations for which the contract price exceeds the values set forth in the Resolution Appointing and Authorizing Business Matters must be approved by the Port Commission. Said contracts shall be within budgetary restraints. Subject to the provisions of these Public Contracting Regulations, the Purchasing Manager may adopt and amend all solicitation materials, contracts and forms required or permitted to be adopted by contracting agencies under the Oregon Public Contracting Code or otherwise convenient for the Port’s contracting needs. The Purchasing Manager shall hear all solicitation and award protests.
- C. **Change Orders and Amendments.** The Purchasing Manager may execute any amendment or change order extending the contract period or changing terms other than compensation, provided that such amendment or change order is within the general scope of the original procurement and received Port Commission approval (if required by the Resolution Appointing and Authorizing Business Matters).
- D. **Delegation of Purchasing Manager’s Authority.** Any of the responsibilities or authorities of the Purchasing Manager under this Resolution may be delegated and sub-delegated by written directive or email.
- E. **Mandatory Review of Rules.** Whenever the Oregon State Legislative Assembly enacts laws that cause the Attorney General to modify its Model Rules, the Purchasing Manager and Port Counsel shall review these Public Contracting Regulations and recommend to the Port Commission any modifications required to ensure compliance with statutory changes.

**Section 3. Public Contracts – Definitions.**

The following terms used in these Public Contracting Regulations shall have the meaning set forth below.

**Award** means the selection of a person to provide goods, services, personal services, construction-related personal services, or public improvements under a public contract. The award of a contract is not binding on the Port until the contract is executed and delivered by Port.

**Bid** means a binding, sealed, written offer to provide goods, services, personal services, construction-related personal services, or public improvements for a specified price or prices. A Bid may be made in response to an Invitation to Bid or under an informal solicitation.

**Construction-related personal service contract** means a contract with an independent contractor predominantly for architecture, engineering, photogrammetric mapping, or land surveying services, as each is defined in ORS 279C.100, and (in very narrow instances) transportation planning services.

**Contract price** means the total amount paid or to be paid under a contract, including any approved alternates, any fully executed change orders or amendments.

**Cooperative procurement** means procurement conducted by or on behalf of one or more contracting agencies.

**Debarment** means a declaration by the Purchasing Manager under ORS 279B.130 or ORS 279C.440 that prohibits a potential contractor from competing for the Port's public contracts for a prescribed period of time.

**Disposal** means any arrangement for the transfer of property by the Port under which the Port relinquishes ownership.

**Emergency** means circumstances that: create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

**Goods** means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible, and intellectual property and rights and licenses in relation thereto.

**Invitation to bid** means a publicly advertised request for competitive sealed bids.

**Model Rules** has the meaning set forth in Section 1.C.

**Offeror** means a person who submits a bid, quote or proposal to enter into a public contract with the Port.

**Oregon Public Contracting Code** has the meaning set forth in Section 1.C.

**Person** means a natural person or any other private or governmental entity, having the legal capacity to enter into a binding contract.

**Proposal** means a binding offer to provide goods, services, personal services, construction-related personal services, or public improvements with the

understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A Proposal may be made in response to a Request for Proposals or under an informal solicitation.

**Personal services contract** means a contract with an independent contractor predominantly for services that require: special training or skill; certification; technical, creative, professional or communication skills or talents; unique and specialized knowledge; or the exercise of judgment skills; and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of attorneys, auditors and other licensed professionals, landscaping designers, artists, computer programmers, performers, consultants and property managers. The Purchasing Manager shall have authority and discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services.

**Public contract** means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the Port of personal property, services (including personal services and construction-related personal services), public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

**Public improvement** means a project for construction, reconstruction or major renovation on real property by or for the Port. "Public improvement" does not include:

- (1) Projects for which no funds of the Port are directly or indirectly used, including projects for which participation is incidental or related primarily to project design or inspection; or
- (2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

**Purchasing Manager** means the Executive Director, or designee appointed by the Executive Director, to exercise the authority of the Purchasing Manager under these public contracting regulations.

**Qualified pool** means a pool of vendors who are pre-qualified to compete for the award of contracts for certain types of contracts or to provide certain types of goods, services, personal services, construction-related personal services, or public improvements. The pool may be created by the Port, the State of Oregon, or any Oregon local government entity.

**Quote** means a price offer made in response to an informal or qualified pool solicitation to provide goods, services, personal services, construction-related personal services, or public improvements.

**Related services** means personal services, other than architectural, engineering, photogrammetric, mapping, transportation planning or land surveying services, that are related to planning, designing, engineering or overseeing public improvement projects or components of public improvements, including, but not limited to, landscape architectural services, facilities planning services, energy planning services, space planning services, hazardous substances or hazardous waste or toxic substances testing services, cost estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services, and owner's representation services or land-use planning services. In other words, personal services that are *not required by law* to be performed by an architect, engineer, photogrammetrist, transportation planner or land surveyor.

**Request for proposals** means a publicly advertised request for sealed competitive proposals.

**Request for qualifications** means a procedure utilized to evaluate potential construction-related personal service consultants and establish a short-list of qualified consultants to whom the Port may issue a request for proposals for some or all of the services described in the request for qualifications. The request for qualifications process is not described in these Rules, but may be found at OAR 137-048-0220(3).

**Services** means and includes all types of services (including construction labor) other than personal services and construction-related personal services.

**Solicitation** means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest to the Port with respect to a proposed project, procurement or other contracting opportunity. The word "solicitation" also refers to the process by which the Port requests, receives and evaluates potential contractors and awards public contracts.

**Solicitation Agent** means, with respect to a particular solicitation or contract, the Port employee charged with responsibility for conducting the solicitation and making an award or making a recommendation on award to the Purchasing Manager or Port Commission.

**Solicitation documents** means all informational materials issued by the Port for a solicitation, including, but not limited to advertisements, instructions, submission requirements and schedules, award criteria, contract terms and specifications, and all laws, regulations and documents incorporated by reference.

**Standards of responsibility** means the qualifications of eligibility for award of a public contract. An offeror meets the standards of responsibility if the offeror has:

(1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to establish the capability of the offeror to meet all contractual responsibilities;

(2) A satisfactory record of performance; the Solicitation Agent shall document the record of performance of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;

(3) A satisfactory record of integrity; the Solicitation Agent shall document the record of integrity of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;

(4) Qualified legally to contract with the Port;

(5) Supplied all necessary information in connection with the inquiry concerning responsibility; if an offeror fails to promptly supply information requested by the Solicitation Agent concerning responsibility, the Solicitation Agent shall base the determination of responsibility upon any available information or may find the offeror non-responsible;

(6) Not been debarred by the Port and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract;

(7) Holds current licenses that businesses or service professionals operating in this state must hold to undertake or perform the work specified in the contract; and

(8) Meets any other requirements that, in the opinion of the Port Commission or Purchasing Manager, are necessary and reasonable to determine the responsibility of an offeror.

**Surplus property** means personal property owned by the Port which is no longer needed for use by the department to which such property has been assigned or by any other Port department.

**Transportation planning services** only includes project-specific transportation planning required for compliance with the National Environmental Policy Act, 42 USC 4321 et seq. and no other types of transportation planning services. By way of example only, transportation planning services do not include transportation planning for corridor plans, transportation system plans, interchange area management plans, refinement plans, and other transportation plans not associated with an individual project required to comply with the National Environmental Policy Act, 42 USC 4321 et. seq.

#### **Section 4. Personal Service Contracts Solicitation.**

- A. Small Procurements.** Contracts for personal services for which the estimated contract price does not exceed \$25,000 in total may be awarded in any manner, including direct selection.
- B. Intermediate Procurements.** The following informal selection procedure may be used when the estimated contract price is equal to or less than \$250,000. The Purchasing Manager or designee will contact a minimum of three (3) prospective consultants qualified to offer the services sought. The Purchasing Manager will request an estimated fee and make the selection consistent with the Port's best interests. Where practical, the Purchasing Manager shall give a preference to companies headquartered or otherwise located in Hood River County. If three (3) quotes are not received, the Purchasing Manager, or designee, will make a written record of efforts to obtain three quotes.
- C. Large Procurements.** Contracts for personal services for which (1) the estimated contract price exceeds \$250,000 in total, or (2) the Port anticipates executing as an on-call, master, or other form with an indefinite value, shall be awarded under a publicly advertised and Commission-approved (if required by the Resolution Appointing and Authorizing Business Matters) request for proposals or invitation to bid. The Port may adopt further guidelines to support this process.
- D. Qualified Pool.** Contracts for personal services for which the estimated contract price does not exceed \$250,000 in total may be awarded by direct appointment without competition from a qualified pool.
- E. Continuation of Work.** Contracts of not more than \$250,000 for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition, and by direct appointment, if the prior contract was awarded under a competitive process and the Purchasing Manager determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.
- F. Local Contracting.** The Port will make reasonable efforts to spread personal service contracting among local, qualified persons.
- G. Direct Selection.** The following classes of personal service contracts may be selected in any manner which the Executive Director deems appropriate to the Port's needs:

  - 1) Attorneys, Mediators and Hearings Officers.** Contracts for legal advice, mediation or to act as a hearings officer.

- 2) **Advertising.** Contracts for the placing of notices or advertisements in any medium.
- 3) **Information Technologies Support.** Contracts for maintenance, repair and technical support for computer hardware, software and networking systems.
- 4) **Auditing Services.** Contracts for auditing services.
- 5) **Tow Services.** Contracts for towing and related storage services.
- 6) **Real Estate Services.** Contracts for realtors or other real estate services, including but not limited to the sale, rental, or other disposition of real property.

**Section 5. Contracts for Construction-Related Personal Services.**

- A. **Purpose.** This section implements ORS 279C.100 to 279C.125. The Port will rely on these rules, not the Model Rules, for contracts for construction-related personal services.
- B. **Applicability.** This section applies only to a construction-related personal service contract that meets the following criteria:
  - 1) The estimated payment to the contractor exceeds \$100,000; and
  - 2) The contract is for a personal service that is *legally required* to be provided or performed by an architect, engineer, photogrammetrist, transportation planner or land surveyor. For example: hiring an architect to design a building or hiring an engineer to design a wastewater system. Because the law requires licensed professionals to design buildings and infrastructure, the Port may rely on this subsection to hire someone to perform those services. However, if the Port is hiring an architect or engineer to perform project management services (for example), it may solicit and award such services under Section 4 of these Public Contracting Regulations. *See* definition of “Related Services.”
  - 3) If either (a) or (b) above is not satisfied (i.e. the contract is for a personal service that is legally required to be provided by a licensed architect, etc. *but* is estimated to not exceed \$100,000; *or* the contract will require an engineer, etc. to perform a related service) then the Port may rely on Section 4 of these Public Contracting Regulations to solicit and award the contract.
- C. **Mixed contracts.** Some contracts will contain a mixture of services covered by this Section (i.e. services that only the particular consultant may legally perform) and related services. Whether the Port uses this Section or Section 4 to solicit and award a mixed contract will depend upon the predominate purpose of the contract. The Port will determine the predominate purpose based upon either the amount of money it



estimates it will spend for covered services versus related services or the amount of time it estimates that the consultant will spend working on covered services versus related services. If covered services predominate, the Port will solicit the contract under this Section. If related services predominate, the Port will solicit the contract under Section 4.

- D. **Small Procurements.** For clarity's sake, the Purchasing Manager may enter into construction-related personal service contracts when the estimated payment is less than \$100,000 in any manner the Purchasing Manager finds practical or convenient, including direct selection or award. The amount of a given contract may not be manipulated to avoid the informal or formal selection procedures.
  
- E. **Intermediate Procurements.** The following informal selection procedure may be used when the estimated payment to the consultant for construction-related personal services is above \$100,000 and equal to or less than \$250,000. The Purchasing Manager or designee will contact a minimum of three (3) prospective consultants qualified to offer the services sought. The Purchasing Manager will request an estimated fee and make the selection consistent with the Port's best interests, to the most qualified consultant. Where practical, the Purchasing Manager shall give a preference to companies headquartered or otherwise located in Hood River County. If three (3) quotes are not received, the Purchasing Manager, or designee, will make a written record of efforts to obtain three quotes.
  
- H. **Qualified Pool.** Contracts for construction-related personal services for which the estimated contract price does not exceed \$250,000 in total may be awarded by direct appointment without competition from a qualified pool.
  
- F. **Large Procurements.**
  - 1) When the estimated cost of the contract for construction-related personal services is greater than \$250,000, or when the Port anticipates executing as an on-call, master, or other form of contract with an indefinite value, the contract shall be awarded following a Commission-approved (if required by the Resolution Appointing and Authorizing Business Matters) qualifications based selection procedure focusing on the consultant's qualifications for the type of professional service required, taking into account the candidate's specialized experience, capabilities and technical competence; resources; record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration; ownership status and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses; availability to the project locale; familiarity with the project locale; and proposed project management techniques. The Port may adopt further guidelines to support this process.

- 2) Unless the Port follows the process set forth in subsection 3) of this Section, the Port may not solicit or use pricing policies and proposals or other pricing information, including the number of hours proposed for the service required, expenses, hourly rates and overhead, to determine consultant compensation until after the Port has selected a qualified professional for award.
- 3) Notwithstanding subsection 2) of this Section, the Port may request pricing policies or pricing proposals from prospective consultants, including an estimate of the number of hours that will be needed to perform the work described in the solicitation, and a schedule of hourly rates, if the Port:
  - (i) States in the following in its solicitation document:
    - a. That the Port will screen and select prospective consultants as provided in ORS 279C.110(5);
    - b. How the Port will rank proposals from prospective consultants, with a specific focus on:
      1. Which factors the Port will consider in evaluating proposals, including pricing policies, proposals or other pricing information, if the Port will use pricing policies, proposals or other pricing information in the evaluation; and
      2. The relative weight the Port will give each factor, disclosing at a minimum the number of available points for each factor, the percentage each factor comprises in the total evaluation score and any other weighting criteria the Port intends to use;
    - c. An estimate of the cost of professional services the Port requires for the procurement; and
    - d. A scope of work that is sufficiently detailed to enable a prospective consultant to prepare a responsive proposal.
  - (ii) Evaluates each prospective consultant on the basis of the prospective consultant's qualifications to perform the professional services the Port requires for the procurement.
  - (iii) Announces the evaluation scores and rank for each prospective consultant after completing the evaluation described in paragraph (ii) of this subsection. The Port may determine that as many as three of the top-ranked prospective consultants are qualified to perform the professional services the Port requires for the procurement and may request a pricing proposal for the scope of work stated in paragraph (i)(d) of this subsection from each of the top-ranked consultants. The pricing proposal must consist of:
    - a. A schedule of hourly rates that the prospective consultant will charge for the work of each individual or each labor classification that will perform the professional services the Port requires for the procurement, in the form of an offer that is irrevocable for not less than 90 days after the date of the proposal; and

- b. A reasonable estimate of hours that the prospective consultant will require to perform the professional services the Port requires for the procurement.
  - (iv) Permits a prospective consultant identified as qualified under paragraph (iii) of this subsection to withdraw from consideration for the procurement if the prospective consultant does not wish to provide a price proposal.
  - (v) Completes the evaluation and selects a consultant from among the top-ranked prospective consultants that have not withdrawn as provided under paragraph (iv) of this subsection, giving not more than 15 percent of the weight in the evaluation to each prospective consultant's price proposal
- 4) If the Port and the professional are unable to negotiate a reasonable and fair amount of compensation, as determined solely by the Port, the Port shall, either orally or in writing, formally terminate negotiations with the selected candidate and may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the contracting agency terminates the consultant contracting process.

**Section 6. Small Procurements (Under \$25,000) for Goods and Services, and Public Improvements.**

- A. Public contracts for goods, services, or public improvements under \$25,000 are not subject to competitive bidding requirements. The Purchasing Manager or designee shall make a reasonable effort to obtain competitive quotes to ensure the best value for the Port.
- B. The Port may amend a public contract awarded as a small procurement beyond the \$25,000 limit in accordance with OAR 137-047-0800 or OAR 137-049-0910, as applicable, provided the cumulative amendments do not increase the total contract price to a sum that is greater than \$31,250.
- C. A procurement may not be artificially divided or fragmented to avoid this Section.

**Section 7. Intermediate Procurements for Goods and Services, and Public Improvements.**

- A. If a contract for procurement of goods and services estimated to cost between \$25,000 and \$250,000, or a contract for a public improvement that is estimated to cost between \$25,000 and \$100,000, the Purchasing Manager or designee will contact a minimum of three (3) prospective contractors qualified to offer the goods or services or public improvement sought. The Purchasing Manager will request an estimated fee and make the selection consistent with the Port's best interests. Where practical, the Purchasing Manager shall give a preference to companies headquartered or otherwise located in Hood River County. If three (3) quotes are not received, the

Purchasing Manager, or designee, will make a written record of efforts to obtain three quotes.

- B. Contracts for a public improvement for which the estimated contract price does not exceed \$100,000 may be awarded by direct appointment without competition from a qualified pool.
- C. The Port may amend a public contract awarded as an intermediate procurement beyond the stated limitations in accordance with OAR 137-047-0800 or OAR 137-049-0910, as applicable, provided the cumulative amendments shall not increase the total contract price to a sum that is greater than \$312,500.
- D. A procurement may not be artificially divided or fragmented to qualify for this Section.

#### **Section 8. Large Procurements for Goods and Services, and Public Improvements.**

- A. When the estimated payment to the contractor for goods or services is above \$250,000, or when the Port anticipates executing as an on-call, master, or other form of contract with an indefinite value, the Port shall either solicit an invitation to bid in accordance with OAR 137-047-0255 or a request for proposals in accordance with OAR 137-047-0260, each as approved by the Commission (if required by the Resolution Appointing and Authorizing Business Matters). The Port may adopt further guidelines to support this process within the procurement documents approved by the Commission.
- B. When estimated payment to the contractor for a public improvement is above \$100,000, the Port shall follow the solicitation procedures set forth in OAR 137-049-0200, as approved by the Commission (if required by the Resolution Appointing and Authorizing Business Matters).
- C. A procurement may not be artificially divided or fragmented to avoid this Section.

#### **Section 9. Special Procurements, Sole Source, and Exemptions.**

- A. **Special Procurements.** The Port Commission may exempt from competitive bidding certain contracts or classes of contracts for procurement of goods, services, and personal services according to the procedures described in ORS 279B.085. The Port Commission shall document the authorization of a special procurement via written resolution.
- B. **Sole Source.** The Port Commission may award a contract for goods, services, or personal services from a single source if the goods, services, or personal services are available from only one company, or the prospective company has special skills uniquely required for the provision of the goods or the performance of the services. The Port must make written findings to demonstrate why the proposed company is

the only company who can provide the goods or perform the services desired, in general compliance with ORS 279B.075, and shall document the authorization of a sole source procurement via written resolution.

- C. Exemption.** The Port Commission may exempt certain contracts or classes of contracts for public improvements or construction-related personal services from the request for proposal or invitation to bid process according to the procedures described in ORS 279C.335. When exempting a public improvement from the invitation to bid process, the Port Commission may authorize the contract to be awarded using a request for proposal process for public improvements, according to the processes described in OAR 137-049-0640 through 137-049-0690. In all instances, the Port Commission shall document the authorization of an exemption via written resolution.
- D. Hybrid Contracts.** After seeking and receiving an exemption pursuant to Section 9.C, the following classes of contracts which include elements of public improvement services as well as construction-related personal services may be awarded under a request for proposals, unless otherwise exempt from competitive solicitation.

  - 1) **Design/Build and CM/GC Contracts.** Contracts for public improvements using a design/build or construction manager/general contractor construction method shall be awarded under a request for proposals.
  - 2) **Energy Savings Performance Contracts.** Unless the contract qualifies for award under another classification in these Public Contracting Rules, contractors for energy savings performance contracts shall be selected under a request for proposals.

#### **Section 10. Emergency Contracts.**

- A.** Emergency contracts for procurement of goods, services, and personal services may be awarded pursuant to ORS 279B.080.
- B.** Pursuant to ORS 279C.110(11), the Port may directly appoint a construction-related personal service contract in an emergency.
- C.** The Port hereby adopts OAR 137-049-0150 as its contracting rules for awarding a public improvement contract under emergency conditions.
- D.** An official who enters into an emergency contract shall, as soon as possible, in light of the emergency circumstances: (1) document in written findings the nature of the emergency, the method used for selection of the particular contractor, and the reason why the selection method was deemed in the best interest of the Port and the public; and (2) notify the Port Commission of the facts and circumstances surrounding the emergency execution of the contract.

**Section 11. Contracts Subject to Award at Solicitation Agent’s Discretion.** The following classes of contracts may be awarded in any manner which the Executive Director deems appropriate to the Port’s needs, including by direct appointment or purchase. Except where otherwise provided, the Executive Director is not required to make a record of the method of award.

- A. Government Regulated Items.** Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
- B. Hazmat/Environmental Cleanup.** For cleaning up or restoring a contaminated site where the Oregon Department of Environmental Quality has issued an order that the site be cleaned up within a time limitation or an environmental site where a state or federal environmental regulator has required immediate remediation.
- C. Insurance.** Insurance and service contracts as provided for under ORS 414.115, 414.125, 414.135 and 414.145.
- D. Sponsor Agreements.** Sponsorship agreements, under which the Port receives a gift or donation in exchange for recognition of the donor.
- E. Temporary Extensions or Renewals.** Contracts (other than contracts for public improvements) for a single period of one year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, provided that such extension or renewal is undertaken for the purpose of bringing the Port into compliance with these Port Contracting Rules and state law.
- F. Utilities.** Contracts for the purchase of gas, electricity, heat, water, telecommunications services, and other utilities.
- G. Federal and State Purchasing Programs.** Goods and services may be purchased without competitive procedures under a local government purchasing program administered by the state or federal government.
- H. Cooperative Procurement Contracts.** Cooperative procurements may be made without competitive solicitation as provided in ORS 279A.200-279A.225.
- I. Excepted Contracts.** All public contracting types set forth in ORS 279A.025(1).

**Section 12. Surplus Property.**

- A. Authority.** Pursuant to Section 12, the Solicitation Agent is hereby authorized to dispose of all surplus property with an estimated value equal to or less than the values set forth in the Resolution Appointing and Authorizing Business Matters pursuant to this Section 12 without further Commission approval. Surplus property with an

estimated value of greater than the values set forth in the Resolution Appointing and Authorizing Business Matters requires Commission approval prior to disposal.

**B. General Methods.** Surplus property may be disposed of by any of the following methods upon a determination by the Solicitation Agent that the method of disposal is in the best interest of the Port. Factors that may be considered by the Solicitation Agent include costs of sale, administrative costs, and public benefits to the Port. The Solicitation Agent shall maintain a record of the reason for the disposal method selected and the manner of disposal, including the name of the person to whom the surplus property was transferred.

1) **Governments.** Without competition, by transfer or sale to another Port department or public agency.

2) **Auction.** By publicly advertised auction to the highest bidder.

3) **Bids.** By publicly advertised invitation to bid.

4) **Liquidation Sale.** By liquidation sale using a commercially recognized third-party liquidator selected in accordance with rules for the award of personal services contracts.

5) **Fixed Price Sale.** The Solicitation Agent may: establish a selling price based upon an independent appraisal or a generally accepted, published schedule of values; schedule and advertise a sale date; and sell to the first buyer meeting the sales terms.

6) **Trade-In.** By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.

7) **Donation.** By donation to:

i. Any organization operating within or providing a service to residents of the Port which is recognized by the Internal Revenue Code Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended; or

ii. Any sheltered workshop, work activity center or group care home which operates under contract or agreement with, or grant from, any State agency and which is certified to receive federal surplus property.

**C. Disposal of Property with Minimum Value.** Surplus property which has a value of less than \$1,000, or for which costs of sale are likely to exceed sale proceeds may be disposed of by any means determined to be cost-effective, including by disposal as

waste. The official making the disposal shall make a record of the value of the item and the manner of disposal.

- D. Personal-Use Items.** An item (or indivisible set of items) of specialized and personal use, with a current value of less than \$100 may be sold to a retired or voluntarily terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the Purchasing Manager.
- E. Restriction on Sale to Port Employees.** Port employees shall not be restricted from competing, as members of the public, for the purchase of publicly sold surplus property. For clarity's sake, employees shall not receive preferential or other special treatment in connection with the sale of surplus property due to their employment status.
- F. Conveyance to Purchaser.** Upon the consummation of a sale of surplus personal property, the Port shall, at the written request of purchaser, make, execute and deliver, a bill of sale signed on behalf of the Port, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

### **Section 13. Qualified Pools.**

- A. General.** To create a qualified pool, the Purchasing Manager may invite prospective contactors to submit their qualifications to the Port for inclusion as participants in a pool of contractors qualified to provide certain types of goods, services, or projects including personal services, and public improvements.
- B. Advertisement.** The invitation to participate in a qualified pool shall be advertised in the manner provided for advertisements of invitations to bid and requests for proposals by publication in at least one newspaper of general circulation in the Port. If qualification will be for a term that exceeds one year or follows open entry on a continuous basis, the invitation to participate in the pool must be re-published at least once per year and shall be posted at the Port's appropriate department office and on the Port's website.
- C. Contents of Solicitation.** Requests for participation in a qualified pool shall describe the scope of goods or services or projects for which the pool will be maintained, and the minimum qualifications for participation in the pool, which may include, without limitation, qualifications related to financial stability, contracts with manufacturers or distributors, certification as an emerging small business, insurance, licensure, education, training, experience and demonstrated skills of key personnel, access to equipment, and other relevant qualifications that are important to the contracting needs of the Port.



- D. Contract.** The operation of each qualified pool may be governed by the provisions of a pool contract to which the Port and all pool participants are parties. The Contract shall contain all terms required by the Port, including, without limitation, terms related to price, performance, business registration or licensure, continuing education, insurance, and requirements for the submission, on an annual or other periodic basis, of evidence of continuing qualification. The qualified pool contract shall describe the selection procedures that the Port may use to issue contract job orders. The selection procedures shall be objective and open to all pool participants and afford all participants the opportunity to compete for or receive job awards. Unless expressly provided in the contract, participation in a qualified pool will not entitle a participant to the award of any Port contract.
- E. Use of Qualified Pools.** Subject to the provisions of these regulations concerning methods of solicitation for classes of contracts, the Purchasing Manager shall award all contracts for goods or services of the type for which a qualified pool is created from among the pool's participants, unless the Purchasing Manager determines that best interests of the Port require solicitation by public advertisement, in which case, pool participants shall be notified of the solicitation and invited to submit competitive proposals.
- F. Amendment and Termination.** The Purchasing Manager may discontinue a qualified pool at any time, or may change the requirements for eligibility as a participant in the pool at any time, by giving notice to all participants in the qualified pool.
- G. Protest of Failure to Qualify.** The Purchasing Manager shall notify any applicant who fails to qualify for participation in a pool that it may appeal a qualified pool decision to the Port Commission in the manner described in Section 16.

#### **Section 15. Public Contracts – Electronic Advertisement.**

- A.** Pursuant to ORS 279C.260 and ORS 279B.055, electronic advertisement of public contracts in lieu of newspaper publication is authorized when it is cost effective to do so. The Purchasing Manager shall have the authority to determine when electronic publication is appropriate, and consistent with the Port's contracting policies.
- B.** Notwithstanding the foregoing, any advertisement for a public improvement contract with an estimated cost over \$125,000 must be published at least once in a trade newspaper of general statewide circulation, such as the Daily Journal of Commerce.

#### **Section 16. Appeal of Debarment or Prequalification Decision.**

- A. Right to Hearing.** Any person who has been debarred from competing for Port contracts or for whom prequalification has been denied, revoked or revised may appeal the Port's decision to the Executive Director as provided in these rules, ORS 279B.130, and ORS 279B.425.

- B. Filing of Appeal.** The person must file a written notice of appeal with the Port's Purchasing Manager within three business days after the prospective contractor's receipt of notice of the determination of debarment, or denial of prequalification.
- 1) The written notice of appeal must be filed with the Executive Director.
  - 2) The written appeal shall explain the basis for the appeal and include the name, address and telephone number of the party appealing.
- C. Notification of Port Commission.** Immediately upon receipt of such notice of appeal, the Purchasing Manager shall notify the Port Commission of the appeal.
- D. Hearing.** The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:
- 1) Promptly upon receipt of notice of appeal, the Port shall notify the appellant of the time and place of a hearing before the Executive Director;
  - 2) On the basis of the hearing, The Executive Director may determine to grant the appeal and reverse the debarment or prequalification denial. If The Executive Director decides to recommend denial of the appeal, The Executive Director shall make written findings and recommendations on the appeal to the Port Commission. All persons appearing at the hearing shall be provided copies of the findings and recommendations.
  - 3) Upon receipt of the Executive Director 's findings and recommendation, the Port Commission shall conduct the hearing and shall within 30 days after receiving notice of the appeal from the Purchasing Manager grant or deny the appeal or may remand the matter back to The Executive Director for further hearing; and
  - 4) At the hearing, the Port Commission shall consider de novo the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment. Port Commission's consideration of the appeal shall be on the hearing record established before the Executive Director, but, at Port Commission's discretion, the parties may address the Commission.
- E. Decision.** The Port Commission shall set forth in writing the reasons for the decision. This decision shall be final.
- F. Costs.** The Port Commission may allocate the Port's costs for the hearing between the appellant and the Port. The allocation shall be based upon facts found by the Port Commission and stated in the Port Commission's decision that, in the Port Commission's opinion, warrant such allocation of costs. If the Port Commission

does not allocate costs, the costs shall be paid by the appellant, if the denial decision is upheld, or by the Port, if the denial decision is overturned.

- G. Judicial Review.** The decision of the Port Commission may be reviewed only upon a petition in the Circuit Court of Hood River filed within 15 days after the date of the Port Commission's decision.

## **Section 17. Miscellaneous Provisions.**

- A. Request for Change to Procurement Documents and Procurement Documents Protest Deadline.** The Port Commission hereby determines that the deadline for requests for change to a procurement document, and the deadline for protesting the contents of a procurement document, shall be not less than five (5) days prior to opening.
- B. Notice of Intent to Award Protest Deadline.** The Port Commission hereby determines that the provisions of ORS 279B.135 and 279C.410(7), relating to the requirement to send a notice of intent to award a contract at least seven days before the award, may be impractical with respect to some solicitations on invitations to bid and requests for proposals; therefore, upon a determination by the Solicitation Agent that it is in the best interests of the Port to do so, a time shorter than seven days may be permitted if provided in the Solicitation Document.
- C. Concession Agreements.**
  - 1) A "concession agreement" is a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from a site within a building or upon land owned by the Port, and under which the concessionaire makes payments to the Port based, in whole or in part, on the concessionaire's sales revenues. The term "concession agreement" does not include an agreement which is merely a flat-fee or per-foot rental, lease, license, permit, or other arrangement for the use of public property.
  - 2) Concession agreements are not required to be competitively bid. However, when it is in the Port's best interests to do so, the Port may obtain competitive proposals for concession agreements using the procedures described in ORS 279B.060.
- D. State and Federal Involvement.** If an anticipated project will (1) occur in whole or in part on state or federally owned real property, (2) receive or otherwise be financed by state or federal funds, including grant or loan funds, and/or (3) otherwise contemplate significant state or federal involvement, then all applicable state or federal rules and regulations regarding procurement and public contracting shall preempt these Port Contracting Rules. If an anticipated project includes significant state or federal involvement, staff is encouraged to contact the Port's legal counsel and the appropriate state or federal agency for review and approval of the appropriate procurement process and contract terms.

**Section 18. Severability.** If any provision, section, phrase, or word of this resolution or its application to any circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.

**Section 19. Codify.** Staff is directed to organize these rules and potential future amendments to these rules into a generally accepted professional format for public use and viewing.

**Section 20. Recitals.** The recitals of this resolution are incorporated herein by reference and adopted as findings in support of this resolution.

**Section 21. Scrivener’s Errors.** A scrivener’s error in any portion of this resolution may be corrected by the Executive Director during codification.

**Section 22. Repeal.** Resolution No. 2015-16-17 is hereby repealed.

**Section 23. Effective Date.** All rights and privileges hereby granted shall be effective upon adoption.

Adopted by the Board of Commissioners of the Port of Hood River on the 17th day of September 2024.

**SIGNED**

**ATTEST**

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Kristi Chapman, President

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Michael Fox, Secretary

**EXHIBIT I**

**First Tier Subcontractor Disclosure Form**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: \_\_\_\_\_

BID #: \_\_\_\_\_

BID CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time. Bidder is required to disclose all first-tier subcontractors that: (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) _____ _____	\$ _____ _____	_____ _____
2) _____ _____	\$ _____ _____	_____ _____
3) _____ _____	\$ _____ _____	_____ _____
4) _____ _____	\$ _____ _____	_____ _____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

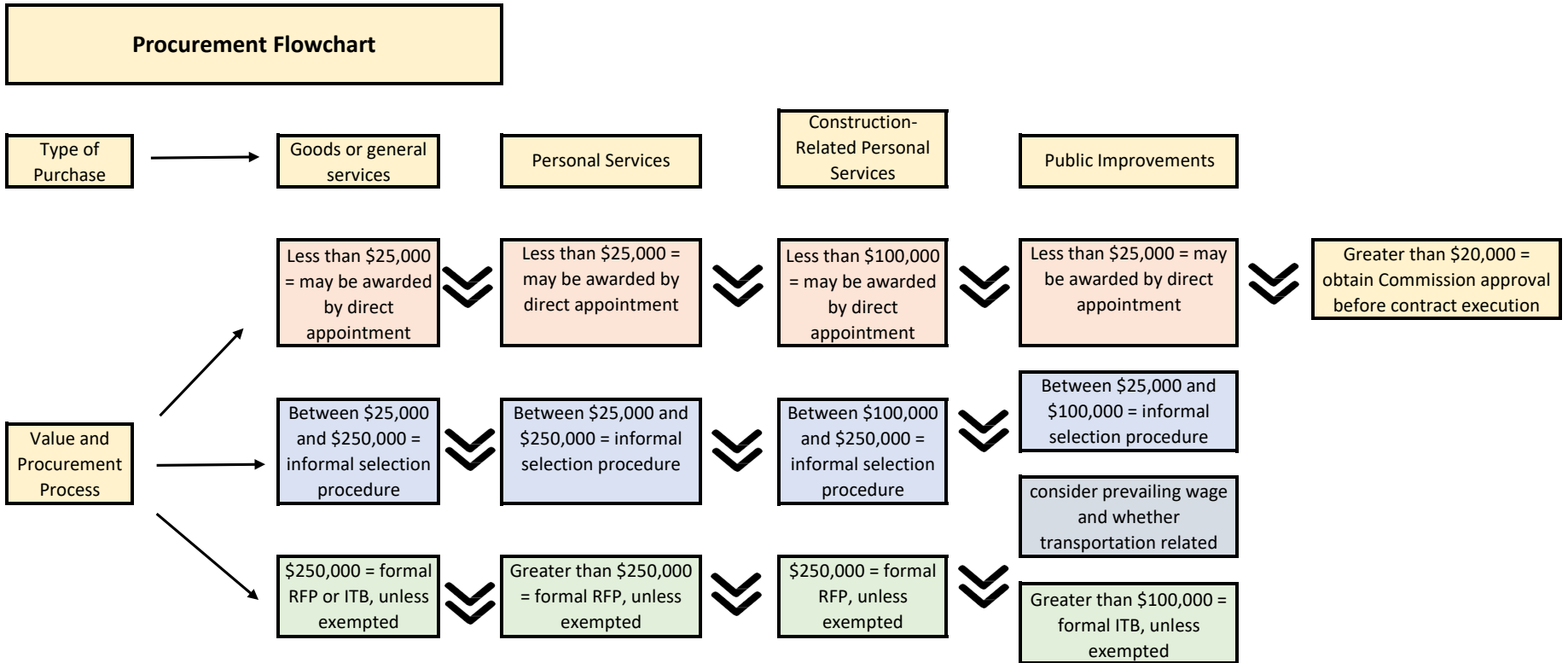
Form submitted by (bidder name):

\_\_\_\_\_

Contact name: \_\_\_\_\_

Phone no.: \_\_\_\_\_

EXHIBIT A



**EXHIBIT B**

Contract Value Determination
------------------------------

1	Define the scope of the contract.
2	Consider the Port's estimated value for the scope, including future renewals or amendments.
3	Do not artificially divide or fragment a project or contract in order to avoid a procurement process.
4	Proceed with corresponding form of procurement.

## EXHIBIT C

### **Direct Award**

If a contract qualifies for direct award, simply make sure to keep a record of its estimated value and ensure a proper contract is executed with the contractor.



**EXHIBIT D**

**Informal Solicitation**

1	Seek three (3) informal quotes or proposals for the anticipated scope. Keep a written record of the informal request for quotes or proposals.
2	Keep a written record of all responses.
3	If all responses include cost estimates that exceed the applicable informal solicitation threshold, proceed with a formal RFP or ITB as applicable.
4	Otherwise, award the solicitation to the prospective contractor that would best serve the Port's interests.
5	If above the approval threshold, seek Board approval to award the solicitation and execute the contract.
6	Execute the appropriate contract with the prospective contractor.

EXHIBIT E

Invitation to Bid (ITB) or Request for Proposal (RFP) - Goods, Service, or Personal Service

Goods, Service, or Personal Service - FORMAL ITB or RFP (Over \$250k)	Days	NOTE
Receive Cost Estimate, Scope and Bid or Proposal Package		
Prepare Draft ITB or RFP		Whether to use an RFP or ITB is in your discretion, depending on the circumstances.  Generally comply with OAR 137-047-0260 or -0255, as applicable.
Port Staff/Legal Review		
Commission ITB/RFP approval		
Issue Date of ITB/RFP		
Advertise ITB/RFP	14 days for an ITB; 30 days for an RFP	Publish Digitally
Pre-offer Meeting		
Close Question Period		
Addendum Issuance deadline	At least 72 hours before bids are opened (unless you state otherwise in your rules).	
Request for change or protest deadline	The next business day after the addendum deadline. Should be not less than 5 days prior to bid/proposal opening.	
Bids/Proposals Due/Opened		Opened publicly If ITB: shall read aloud the names of each bidder and whatever other information you deem appropriate. If RFP: shall not read aloud. May always withhold self-identified trade secrets and confidential information.
Process to review and score, if relevant		
Commission Selection of Intended Contractor, authorization to negotiate contract		public meeting. If ITB: award to lowest responsible bidder. If RFP: award to most qualified proposer.
Notice of Intent to Award		
Negotiate contract		
Protest Deadline	unless you decide otherwise, 7 days after NITA	
Commission authorization of contract with selected contractor, express dollar amount		You only need to go back to Commission for a second authorization if cost was not included in the original RFP/ITB. Otherwise, you may seek authorization to negotiate a contract with your preferred contractor, for the amount set forth in the procurement documents, at the first Commissioner meeting.
Award Contract and execute contract	unless you decide otherwise, 7 days after NITA	

Advertisement Checklist

1. Where, when, how, and for how long the Solicitation Document may be obtained;
2. A general description of the Goods or Services to be acquired;
3. The interval between the first date of notice of the Solicitation Document given and Closing;
4. The office where Contract terms, conditions and Specifications may be reviewed;
5. The name, title and address of the individual authorized by the Port to receive Offers;
6. The scheduled Opening; and
7. Any other information the Port deems appropriate.

EXHIBIT F

Request for Proposal (RFP) - Construction-Related Personal Services

Advertisement Checklist

CONSTRUCTION-RELATED PERSONAL SERVICE - FORMAL RFP (Over \$250k) - NO COST	Days	NOTE
Receive Cost Estimate, Scope and Bid Package		
Prepare Draft RFP		Comply with Port Contracting Rules
Port Staff/Legal Review		
Commission RFP Approval		
Issue Date of RFP		
Advertise RFP	14 days	publish digitally
Pre-qualification Meeting		
Close Question Period		
Addendum Issuance deadline		NOTE: there is no timeline set out in the OARs, but I recommend following the timeline of other procurement types here (i.e., 72 hours) for consistency
Request for change or protest deadline		NOTE: there is no timeline set out in the OARs, but I recommend following the timeline of other procurement types here (i.e., next business day; not less than 10 days prior to RFP opening) for consistency
Proposals Due/Opened		
Assess qualifications ranking via established process in RFP		
Commission Selection of Intended Contractor		Public meeting. Award to most qualified proposer. MAY NOT consider cost in your RFP assessment.
Notice of Intent to Award		
Review cost		
Negotiate contract and cost		
Protest Deadline	unless you decide otherwise, 7 days after NITA	
Commission authorization of contract with selected contractor, with express dollar amount		public meeting.
Award Contract	unless you decide otherwise, 7 days after NITA	

CONSTRUCTION-RELATED PERSONAL SERVICE - FORMAL RFP (Over \$250k) - COST	Days	NOTE
Receive Cost Estimate, Scope and Bid Package		
Prepare Draft RFP		Comply with Port Contracting Rules
Port Staff/Legal Review		
Commission RFP Approval		
Issue Date of RFP		
Advertise ITB/RFP	14 days	publish digitally
Pre-qualification Meeting		
Close Question Period		
Addendum Issuance deadline		NOTE: there is no timeline set out in the OARs, but I recommend following the timeline of other procurement types here (i.e., 72 hours) for consistency
Request for change or protest deadline		NOTE: there is no timeline set out in the OARs, but I recommend following the timeline of other procurement types here (i.e., next business day; not less than 10 days prior to RFP opening) for consistency
Proposals Due/Opened		
Assess qualifications ranking via established process in RFP		
Commission Selection of Intended Contractor and authorized contract price/NTE		Public meeting. Award to most qualified proposer. MAY consider cost in your RFP assessment, in accordance with Port Contracting Rules
Notice of Intent to Award		
negotiate contract		
Protest Deadline		unless you decide otherwise, 7 days after NITA
award contract		unless you decide otherwise, 7 days after NITA

1. Project description;
2. A description of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services the City seeks;
3. How and where Consultants may obtain a copy of the RFQ or RFP; and

EXHIBIT G

**Invitation to Bid (ITB) - Public Improvement**

**Advertisement Checklist**

<b>PUBLIC IMPROVEMENT - FORMAL ITB</b>	<b>Days</b>	<b>NOTE</b>
Receive Engineering Cost Estimate, Scope and Bid Package		
Prepare Draft ITB		Generally comply with OAR 137-049-0200; include responsibility determination form as attachment, bid security requirement, and subcontractor disclosure form.
Port Staff/Legal Review		
Commission ITB Approval		
Issue Date of ITB		
Advertise ITB	5-14 days	publish digitally; also publish in 1 newspaper of general statewide circulation if value is over \$125,000
Pre-bid Meeting		
Close Question Period		
Addendum Issuance deadline	At least 72 hours before bids are opened (unless you state otherwise in your rules).	
Request for change or protest deadline	The next business day after the addendum deadline. Should be not less than 5 days prior to bid opening	
Bids Due/Opened	Must occur on a Tuesday, Wednesday, or Thursday, between 2pm and 5pm	Publicly open and read aloud, to the extent practical. Read aloud the name of each bidder, the bid price, and other information you feel is appropriate.
Subcontractor disclosure form due	2 hours after bids due	
Commission Selection of Intended Contractor		Public meeting Must select lowest responsive bidder
Notice of Intent to Award		NOTE: NO CONTRACT NEGOTIATION IS PERMITTED. FORM IN ITB IS WHAT CONTRACTOR EXECUTES
Protest Deadline	unless you decide otherwise, 7 days after NITA	
Award Contract and execute contract	unless you decide otherwise, 7 days after NITA	

1. The project name and description;
2. The office where the specifications for the project may be reviewed;
3. The date that prequalification applications must be filed and the class or classes of work for which bidders must be prequalified, if prequalification is a requirement;
4. The date and time after which bids will not be received, which must be at least five days after the date of the last publication of the advertisement;
5. The name and title of the person designated for receipt of bids;
6. The date, time and place that the Port will publicly open the bids; and If the contract is for a public works subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C.

EXHIBIT H

**Responsibility Determination Form\***

Project Name: \_\_\_\_\_

Bid Number: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_

CCB License Number: \_\_\_\_\_

Form Submitted By (Contractor's name and Contractor's Representative's Name): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor hereby certifies that it (check all of the following):

Is not disqualified by the Construction Contractors Board under ORS 701.227 to hold a public improvement contract.

Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.

Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract.

Is covered by liability insurance and other insurance in amounts required in the solicitation documents.

Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

Has disclosed the bidder's first-tier subcontractors in accordance with ORS 279C.370.

Has a satisfactory record of performance (as defined in the Port's sole discretion).

Has a satisfactory record of integrity (as defined in the Port's sole discretion).

Is legally qualified to contract with the contracting agency.

Possesses a certificate that the Oregon Department of Administrative Services issued under ORS 279A.167.

Agrees to be bound by the terms and conditions of a community benefit contract if the public contract is a community benefit contract.

Has supplied all necessary information in connection with the inquiry concerning responsibility.

\*In order to determine a satisfactory record of performance and integrity, please add further requirements to these two categories

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**PORT OF HOOD RIVER**  
Resolution No. 2024-25-5

**A RESOLUTION APPOINTING AND AUTHORIZING THE FOLLOWING BUSINESS  
MATTERS FOR THE FISCAL YEAR 2024-25**

**WHEREAS**, the Governance Policy for the Port of Hood River Board of Commissioners was last updated on September 5, 2023, via Resolution No. 2023-24-4; AND

**WHEREAS**, the Port of Hood River Commission met on August 20, 2024, and discussed matters related to new contracting procurement rules and certain related business matters; AND

**WHEREAS**, it was suggested to review certain related business matters on an annual basis, in July when other business items are set; AND

**WHEREAS**, the Commission last declared certain agents of record via Res. No. 2024-25-1 on July 16, 2024; AND

**WHEREAS**, this resolution will be reviewed annually and updated when necessary.

**NOW THEREFORE**, THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

**TITLE I. DEFINITIONS.**

“Board” means the Board of Commissioners for the Port of Hood River.

“Executive Director” means Kevin Greenwood, or Kevin Greenwood’s express designee.

“Finance Director” means Debbie Smith-Wagar.

“Executive Assistant” means Patty Rosas.

“Fiscal year” means fiscal year 2024-2025.

“Port Contracting Rules” means those rules set forth in Resolution No. 2024-25-4.

“Port” means the Port of Hood River.

**TITLE II. COMMISSION OFFICERS.**

**Section 1.** Officers of the Board for the fiscal year:

- A. President, Kristi Chapman, Pos. 4
- B. Vice President, Heather Gehring, Pos. 2
- C. Secretary, Michael Fox, Pos. 3
- D. Treasurer, Tor Bieker, Pos. 5
- E. Commissioner, Ben Sheppard, Pos. 1

**TITLE III. FINANCIAL POSITIONS.**

**Section 1. Auditor.** The auditor for the fiscal year is Pauly, Rogers, and Co., P.C., 12700 SW 72<sup>nd</sup> Ave., Tigard, Oregon 97223.

**Section 2. Municipal Financial Advisor.** The Municipal Financial Advisor for the fiscal year is PFM Financial Advisor, LLC, 650 NE Holladay Street, Suite 1600, Portland, Ore. 97232.

**Section 3. Budget Officer.** The Budget Officer for the fiscal year is the Executive Director.

**Section 4. Custodian of Funds.** The Custodian of Funds for the fiscal year is the Commission Treasurer, Executive Director and Finance Director.

#### **TITLE IV. FINANCIAL AUTHORITIES.**

**Section 1. Procurement Authority.** The Executive Director has full power and authority to conduct intermediate and small solicitations in accordance with the Port Contracting Rules without Board approval. The Executive Director shall receive Board approval of all formal procurement documents required in connection with all formal solicitations conducted in accordance with the Port Contracting Rules.

**Section 2. Public Contracting Authority.** The Executive Director has full power and authority to execute contracts for goods, services, personal services, construction-related personal services, and public improvements, as those terms are defined in the Port Contracting Rules, with an estimated value of equal to or less than \$20,000 without Board approval. For clarity's sake, The Board shall approve all such contracts with an estimated value of greater than \$20,000.

**Section 3. Change Orders and Amendments.** The Board shall approve all change orders and amendments to contracts for goods, services, personal services, construction-related personal services, and public improvements, regardless of value.

**Section 4. Surplus Property Disposal.** The Executive Director has full power and authority to dispose of all surplus property with an estimated value of equal to or less than \$20,000 without Board approval, provided the disposal is conducted in accordance with the Port Contracting Rules. For clarity's sake, The Board shall approve all such surplus property disposals with an estimated value of greater than \$20,000.

**Section 5. Lease Authority.** The Executive Director has full power and authority to seek, negotiate, and execute all leases of real property owned by the Port valued at less than \$75,000 per year without Board approval. For clarity's sake, The Board shall approve all leases valued at equal to or greater than \$75,000 per year and all lease amendments. Executive Director has full power and authority to execute renewal extensions per the terms of the fully executed lease without Board approval.

**Section 6. Loans.** The Board must approve all loans received or administered by the Port prior to execution of a loan agreement.

**Section 7. Grants.** All grant agreements requiring matching funds are to be brought before the Commission for review, approval, and execution by the Executive Director, unless the Commission designates an alternate signatory. Grants may be applied for without board approval, for timing reasons, but details will be provided to the Commission at the next available regular meeting.

**Section 8. Custodian of Other Funds.** The Custodian of Other Funds provided to the Port



from the State or Federal level, whether through loans or grants, and authority to apply for, receive, and extend the same rests with the Commission Treasurer and Finance Director.

**Section 9. Surplus Funds Investment Authority.** The Investment Authority for Surplus Funds is the Custodian of other Funds.

**Section 10. Expenditures.**

- A. Authorized Signors. The following individuals are authorized to sign checks on behalf of the Port:
  - a. Executive Director Kevin Greenwood
  - b. Finance Director Debbie Smith-Wagar
  - c. Commissioner Kristi Chapman (President)
  - d. Commissioner Tor Bieker (Treasurer)
- B. The Finance Director is authorized to sign for and manage the Port's purchasing card/credit card program with Umpqua Bank.

**Section 11. Revenue Facilities.**

- A. Umpqua Bank (Hood River, Ore. Branch): Business checking account and money market fund.
- B. Investment Pool: Local Government Investment Pool (LGIP) for the State of Oregon: To invest surplus funds.
- C. Hood River County Treasurer: To receive property taxes imposed by Hood River County for disbursement to the Port of Hood River.
- D. Piper Sandler & Co. and Stifel Investments as safekeeping investment companies for investments allowed under Oregon law.

**TITLE V. LEGAL/PUBLIC NOTICE DESIGNATIONS (ORS 192.640).**

**Section 1. Commission Meeting Notice Posting Sites.** Commission meeting notice and posting sites are: Port website: [www.portofhoodriver.com](http://www.portofhoodriver.com) and notice boards in main office.

**Section 2. Newspaper of Record.**

- A. The newspaper of record is Columbia Gorge News.
- B. For legal notices required for public improvement contracts valued over \$125,000, and for all other public contracts valued over \$250,000, the Port shall publish notice in the Daily Journal of Commerce as the trade newspaper of general statewide circulation.
- C. The Port may also publish notice on the state of Oregon, Department of Administrative Services procurement website portal (currently, OregonBuys), as it sees fit.

**Section 3. Commission Meeting Location.** The commission meeting location is 1000 E. Port Marina Way.

**Section 4. Commission Meeting Day and Time.** The Commission meets on the third Tuesday of each month at 5:00pm.

**Section 5. Meeting minutes.** Meeting minutes will be prepared and retained by staff and

presented to the Board for review prior to the next board meeting where they will be subject to approval by the Board on the consent agenda.

#### **TITLE VI. OTHER ADMINISTRATIVE PROVISIONS.**

**Section 1. Election Officer.** The Election Officer for the fiscal year is the Executive Assistant.

**Section 2. Filing of Bonds.** Executive Director files bonds.

**Section 3. Legal Counsel.** Ashleigh Dougill, Beery Elsner and Hammond, LLC, 1804 NE 45<sup>th</sup> Ave., Portland, Ore. 97213, is legal counsel for the fiscal year.

**Section 4. Health Insurance Agent of Record.** Health insurance agent of record is Olson Insurance Group, 115 McNary Estates Dr. N, Suite A, Keizer, Ore. 97303 for the fiscal year.

**Section 5. General Liability Insurance Agent of Record.** The general liability insurance agent of record is Scott Reynier, Columbia Insurance Group, Hood River, Ore for the fiscal year.

**Section 6. Registered Agent (ORS 198.340).** The registered agent for the fiscal year is the Executive Director.

**Section 7. Registered Office.** The registered office is 1000 E Port Marina Dr, Hood River, Ore. 97031.

**Section 8. Purchasing Manager.** The purchasing manager is the Executive Director.

**Section 9. Clerk of the Board.** The clerk of the board for the fiscal year is the Executive Assistant.

**Section 10. Airport Engineer of Record.** The airport engineer of record for the fiscal year is Precision Approach Engineering, 5125 SW Hout Street, Corvallis, Ore. 97333.

**Section 11. Structural Bridge Engineer of Record.** The structural bridge engineer of record for the fiscal year is HDR Engineering, Inc. 1050 SW 6<sup>th</sup> Ave Suite 1800, Portland, Ore. 97204.

**Section 12. Electrical/Mechanical Bridge Engineer of Record.** The electrical/mechanical bridge engineer of record for the fiscal year is Wiss, Janney, Elstner Associates, INC., 800 Hyde Park, Doylestown, PA 18902.

**Section 13. Equal Opportunity Employer.** The Port of Hood River is an equal opportunity employer.

#### **TITLE VII. MISCELLANEOUS**

**Section 1. Repeal.** Res. No. 2024-25-1 is hereby repealed and this Resolution fully and entirely replaces it.

**Section 2. Severability.** If any provision, section, phrase, or word of this resolution or its application to any circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.

**Section 3. Codify.** Staff is directed to organize these rules and potential future amendments to these rules into a generally accepted professional format for public use and viewing.

**Section 4. Recitals.** The recitals of this resolution are incorporated herein by reference and adopted as findings in support of this resolution.

**Section 5. Scrivener's Errors.** A scrivener's error in any portion of this resolution may be corrected by the Executive Director during codification.

**Section 6. Effective Date.** The effective date of the Resolution is the date upon which it is adopted.

Adopted by the Board of Commissioners of the Port of Hood River on this 17th day of September 2024.

**SIGNED**

**ATTEST**

\_\_\_\_\_  
Kristi Chapman, President

\_\_\_\_\_  
Michael Fox, Secretary

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# Memo

Prepared by: Debbie Smith-Wagar, Finance Director  
Date: September 17, 2024  
Re: Donations



As a government unit, the Port of Hood River is not subject to federal income tax under the provisions of section 115(1) of the Internal Revenue Code. In addition, charitable contributions to the Port are deductible under section 170(c)(1) as long as “the contribution or gift is made for exclusively public purposes.”

Although local governments can accept charitable contributions, donations are not a common revenue source for most local governments. However specific projects and events, such as the upcoming bridge centennial celebration, lend themselves to donation funding. Although this is very exciting, it can also lead to miscommunication, and it is in the best interest of the Port to have policies and procedures in place prior to soliciting donations.

The Port has specific policies in place for cash handling, and those need to be replicated in the donation process. That is why the donation policy specifies that while checks can be collected in the field, cash and credit card donations must be processed at the Port’s front counter where cash handling policies are already in place. It is also important that the Port authorize in advance who can solicit donations in the Port’s name. Communication needs to be clear so that donees know what they are donating to and the Port can know the donee’s expectations.

In addition to cash handling, another important caveat for donations is that the Port cannot determine if a donation is deductible for the individual taxpayer, because deductibility depends on the taxpayer’s circumstances. Deductions for donations are limited by the IRS, so while the donations are deductible under IRC 170, whether or not the individual can take a full deduction is not something the Port can determine, and the taxpayer should be directed to their tax preparer.

**Recommendation:** MOTION to approve Resolution No. 2024-25-6 adopting a donation policy.

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**PORT OF HOOD RIVER**  
**Resolution No. 2024-25-6**

**A RESOLUTION ADOPTING A DONATION POLICY**

**WHEREAS**, the Port of Hood River can receive donations that are tax deductible under IRC 170(c)(1); AND

**WHEREAS**, the Commission desires to maintain control over who can solicit donations on behalf of the Port; AND

**WHEREAS**, best practice is to have a donation policy; NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

**Section 1.** The donation policy contained in Exhibit A is adopted to guide the donations process for the Port of Hood River, and

**Section 2.** All other duplicative or opposing resolutions are hereby repealed.

Adopted by the Board of Commissioners of the Port of Hood River this 17th day of September, 2024.

**SIGNED**

\_\_\_\_\_  
Kristi Chapman, President

**ATTEST**

\_\_\_\_\_  
Michael Fox, Secretary

# **PORT OF HOOD RIVER DONATION POLICY**

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## **PURPOSE**

The Donation Policy articulates the policies, goals, and major objectives which will guide the Port in receiving donations from the general public.

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## **Policy**

The Port of Hood River may receive donations in support of the Port’s public properties and special events. The Port reserves the right to accept or decline any gift, donation, endowment, bequest, or trust. When funds are donated for specific purposes, the amount and nature of the related expenditure should be approved in advance by the Port. All gifts (money or property) become sole property of the Port. Donations may be tax deductible as provided by law. Port staff can issue a receipt for tax purposes but cannot appraise the value nor put a dollar valuation on any noncash donation. For the protection of the donor, it is recommended that such appraisals be done by a qualified party before bringing donations to the Port.

No one may solicit donations on behalf of the Port without prior Port approval.

## **Payment Options**

The Port accepts cash, checks, and credit cards for “cash” donations. Noncash donations must be approved in advance by the Port.

For special events, the Port may authorize certain non-staff citizens to collect donations on behalf of the Port. Those authorized persons may only collect checks directly from citizens. Checks should be written to “Port of Hood River”. Anyone wishing to donate cash or via credit card should be directed to the Port administrative office. A receipt will be provided immediately upon receipt of cash or credit card payments. People donating money via checks will receive a receipt from the Port via mail. Only Port staff are authorized to provide official receipts for donations.

Businesses wishing to provide sponsorships for a special event should follow the same guidelines as donations.

## **Tax Deductions**

Donations to the Port are generally tax deductible under IRC 170(c)(1). Donor income, and possibly other circumstances, can affect the deductibility of a charitable contribution. If a donor has questions regarding the deductibility of a specific contribution they should contact a licensed tax preparer.

## **Responsibility**

The Finance Director manages the donation policy with oversight from the Executive Director.



# Commission Memo

Prepared by: Kevin Greenwood  
Date: September 17, 2024  
Re: Procurement for Real Estate Services

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In March of this year, the Commission approved six-month work orders for real estate services with Anne Medenbach, Copper West Real Estate.

Since that time, Medenbach has been working with two companies to lease space in the Big 7 building which are online to be completed later this year. She has also made recommendations regarding the addition of windows to the main floor of the building to increase the marketability, though it is likely that it will be at least early in the new year before those improvements are completed.

Over the last six months, staff has observed some ways to make the master listing agreement (MSA) more effective and in line with recent personnel changes at the Port. Those suggestions include:

1. Increase commission rate.
2. Require agent to have lockbox on all premises and to show properties.
3. Increase the brokerage fee on other port properties to 3.25% for the initial term of the lease, from 3.0%.
4. Change the payment of the fee from 50% at lease execution and 50% at occupancy to 25% at execution, 75% at occupancy.
5. Do not include provisions for paying a cooperating fee; prior agreements required broker to pay cooperating broker an amount equal to 1.5%.
6. Reduce early termination fee from 50% of lease term to 10% of lease term plus actual expenses.
7. Include internal port processes.
8. Require agent to establish market rates for rent and sale price.

**RECOMMENDATION:** MOTION to approve procurement documents for a real estate services contract and to direct staff to advertise.

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**PORT OF HOOD RIVER**  
Request for Proposals  
Real Estate Representation Services

The Port of Hood River (the “Port”) is looking for representation for real estate services to market one of our Light Industrial properties located at 616 Industrial Street, Hood River for sale, and then remain as the on-call Port broker to sell and buy or lease properties as needed.

In accordance with public procurement laws, the Port is soliciting proposals from multiple realtors who may be interested. Submit to Kevin Greenwood, Executive Director, at [kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com). Port office is at 1000 E. Port Marina Dr., Hood River, OR 97031.

**Schedule of Procurement**

Action	Location	Date	Time
<b>Solicitation Advertisement</b>		Sept. 18, 2024	<b>N/A</b>
<b>RFP Protest/Change Request Deadline</b>		7 days before proposals due	
<b>Proposals Due</b>	Port Office	Sept. 27, 2024	<b>4:00 PM</b>
<b>Interviews (Optional)</b>		Oct. 7-9, 2024	<b>TBD</b>
<b>Evaluation Committee Recommendation/Port Commission</b>		<b>Oct. 15, 2024</b>	<b>5:00 PM</b>
<b>Contract Negotiations with Successful Proposer Conclude</b>		Oct. 18, 2024	<b>N/A</b>
<b>Notice of Intent to Award Contract</b>		Oct. 18, 2024	<b>N/A</b>
<b>Challenge Period Expires</b>		7 days after notice of intent to award	<b>N/A</b>
<b>Port Commission Approval of Contract</b>	<b>Special meeting</b>	<b>Oct. 22, 2024</b>	<b>TBD</b>
<b>Begin Contract (Desired)</b>		Nov. 1, 2024	<b>8:00 AM</b>

\*These dates are approximate and subject to change at the sole discretion of the Port

An evaluation committee will narrow the field down to 3 proposers based upon experience in the real estate industry (20 pts), list of similar building sales/leases (20 pts), and real estate experience in Hood River/mid-Columbia (20 pts). Finalists will be interviewed (40 pts) and a recommendation will be made to the Commission.

Potential scope of work to be performed by Broker will include:

### **1. Properties for Sale:**

- a) View subject properties and comparable sales within appropriate neighborhoods or areas, review information as to the assessed market value of the properties, market the properties to potential buyers and facilitate the closing through escrow.
- b) Develop a property prospectus for each property listed and marketed for sale.
- c) Maintain a communicative relationship with Port and other parties involved in the transaction to ensure a successful transaction from beginning to end.
- d) Facilitate any necessary documents between the buyer(s) and seller in a timely manner. All offers are submitted to the Port designated representative for review, consideration, and a response.
- e) Provide marketing and advertising to potential owner occupants and investors.
- f) Have access to the local MLS in addition to other property marketing websites and platforms.
- g) Install and maintain lockbox, schedule and conduct walkthroughs. Broker is responsible for showing property.

### **2. Properties to Purchase:**

- a) Represent the Port interests as buyer's agent
- b) Maintain a communicative relationship with Port and other parties involved in the transaction to ensure a successful transaction from beginning to end.
- c) Research possible targets for acquisition, communicate with the owners as to their desire to sell, present prospective target property to the Port representative to review, develop an offering scenario, present the offer to the sellers, continue negotiations as necessary.
- d) Facilitate any necessary documents between the buyer and seller in a timely manner.
- e) Have access to the local MLS in addition to other property acquisition databases, websites and platforms.

### **3. General Provisions**

- a) Broker responsible for showing property including installation and maintenance of lockbox and keys. Port Facilities Manager will have access to code and install keys upon request.
- b) Broker responsible for recommending market lease rates and listing prices at least 30 days in advance of lease expirations.
- c) Broker required to provide Port Executive Director with weekly activity reports.

- d) Broker required to provide monthly one-page memo to the Port Commission summarizing activity/progress.
- e) If Port does not have photos of property, Broker is required for acquiring property photos and to share photos with Port staff.
- f) Broker expected to respond to texts, emails, voice mails within 24 hours. Open communication is important to the Port for information flow.
- g) Broker should no less than quarterly report to the Port on industry trends, both locally and nationally.
- h) Early termination fee for early termination of a specific work order: 10% of brokerage fee plus actual expenses.
- i) Damage deposits to be required on leases.
- j) Commission on sale of Port property: 3%, no co-operating commission.
- k) Commission on lease of Port space intending to be sold: 1.5% of base rent for initial term of lease. 25% at lease execution; 75% at occupancy.
- l) Commission on lease of Port property generally: 2%, no co-operating commission. 25% at lease execution; 75% at occupancy.
- m) The above commission rates apply unless otherwise approved by the Port Commission.
- n) Broker shall comply with the Port Property Management Procedures, attached as Exhibit A, which may be updated from time to time by the Port.
- o) The terms in this RFP will be included in the master services agreement and work orders as needed. The sample master listing agreement for real estate services and form of work order are included with this RFP as Exhibit B.
- p) Broker responsible for filling out paperwork and forms associated with leases or purchases with state or federal agencies.

If interested, please submit a proposal containing:

- Resume
- List of similar buildings sold
- Real Estate experience in Hood River/mid-Columbia
- Limit pages to 4.

Once received, the Port Executive Director, assisted by staff, will score proposals and conduct interviews, if needed.

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**MASTER LISTING AGREEMENT FOR REAL ESTATE SERVICES**

Pursuant to this Master Listing Agreement for Real Estate Services (the "Agreement"), the Port of Hood River ("Owner") hereby grants to [NAME] of [FIRM] ("Broker") the right to sell, purchase or lease, for a period commencing [November 1, 2024], and ending at midnight on [October 30, 2029], designated Owner properties existing in the Port of Hood River District, County of Hood River, State of Oregon. ("Properties"). No extension, renewal, or other amendment of this Agreement shall be effective unless it is in writing signed by both Parties. In deciding whether to extend or renew this Agreement, Owner may consider the efforts and expense Broker has incurred in marketing the Properties, results, and assistance if a potential buyer or lessee is identified. This Agreement may refer to Owner and Broker individually as a "Party" or collectively as the "Parties."

1. Legal Compliance. The terms and conditions of any sale(s), purchase(s) or lease(s) necessarily resulting from this Agreement shall conform to applicable federal, state, and local laws, Owner ordinances and policies, the Port's Strategic Plan, existing bond, grant or loan covenants, area development plans or other plans as adopted by the Commission. Further, the Broker shall keep fully informed regarding and materially comply with all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
2. Scope of Work. Broker shall provide at a minimum the services set forth in Exhibit A, Scope of Work. Owner may require additional services in connection with the marketing of specific Properties.
3. Work Order Contracts. Each property designated by the Owner for sale, purchase or lease shall incorporate its own Listing Agreement as a form of Work Order Contract ("Work Order") under this Agreement, substantially in the form attached hereto as Exhibit B.
4. Consideration. In consideration of Broker's agreement to diligently pursue the sale, purchase or lease of Owner Properties, Owner agrees to pay Broker the commission in accordance with the terms set forth in the applicable Work Order.
5. Payment of Consideration. Broker shall submit invoices for any commission due in accordance with the associated Work Order. Invoices shall be in a form acceptable to the Owner. Owner shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice. Invoices received from the Broker pursuant to this Agreement will be reviewed and approved by the Owner prior to payment. No compensation will be paid by Owner for any portion of these services or any sale or lease not performed. If Owner does not pay within twenty-five (25) days of receipt of invoice acceptable to Owner, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Broker reserves the right to withhold services or cancel this Agreement if Owner's account is more than sixty (60) days delinquent.
6. Terms of Service.
  - a. Broker agrees to actively market designated Owner Properties, place signs as agreed by Broker and Owner, place information regarding the Properties in appropriate listing media,

and advertise the Properties in accordance with industry standard best practices. Broker agrees to cooperate with other brokers and to maintain regular and appropriately detailed communication with Owner by email and telephone reporting on the actions taken by Broker and the results of those actions. A written report shall be submitted to Owner at least every month during the term of this Agreement. If requested, Broker shall appear at Port of Hood River Commission meetings to report on progress marketing the subject property and to answer questions.

- b. Broker may market the designated Properties without stating offering terms or may advertise sale prices or lease terms if approved by Owner in writing. Designated Properties prices or sale or lease terms shall always be represented by Broker as being subject to, and shall be subject to, Owner's right to approve or disapprove any offer for any reason, in Owner's absolute discretion. Owner shall have the right to reject any offer to lease or purchase even if an offer received is consistent with terms marketed or advertised by Broker.
  - c. Owner agrees to cooperate with Broker in effecting leases of the Property and to immediately refer to Broker all inquiries of any party interested in purchase of designated Properties.
  - d. It is understood that it is illegal for either Owner or Broker to refuse to display, lease or sell to any person because of race, color, religion, national origin, sex, marital status, or physical ability.
7. Owner Indemnification. Owner represents that it is the legal owner of the designated Properties and has full legal authority to execute this Agreement and to sell designated Properties, subject to applicable legal requirements. Subject to the limitations of the Oregon Tort Claims Act, Owner agrees to indemnify and hold Broker harmless from any liability, costs or damages and/or expenses, including without limitation attorney's fees, arising from or connected with any incorrect information supplied by Owner, if material to a claim. Owner's indemnity obligations do not apply to any liability, claims, damages or causes of actions or suits arising out of or relating to a breach of this Agreement by Broker or negligence or wrongful acts of Broker or its licensees nor of any cooperating broker and its licensees.
8. Broker Indemnification. The Broker shall indemnify, defend and hold harmless the Owner, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the acts of the Broker, or any of the Broker's employees or agents arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Broker to the Owner shall survive the termination or expiration of this Agreement.
9. Insurance. Broker shall keep and maintain the following insurance for the duration of the Agreement term:
- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general



aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its commissioners, officers, agents, and employees as Additional Insured with respect to Agreement.

- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$2,000,000 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 Broker's negligent acts, errors or omissions related to this Agreement.
- d. 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 companies with one or more employees, unless exempt under ORS 656.027.)

Prior to commencing any work under this Agreement, the Broker shall provide the Owner with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Broker subcontracts any portion(s) of the work, said sub-broker(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Owner and the Broker. If the coverage under this section expires during the term of this Agreement, the Broker shall provide replacement certificate(s) evidencing the continuation of required policies. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30-days written notice first being given to the Owner. Insuring companies or entities are subject to Owner acceptance. If required, complete copies of the insurance policy shall be provided to the Owner. The Broker shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. Confidentiality. During the performance of the Agreement and for all time subsequent to completion of the services under this Agreement, the Broker agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Owner, any and all information given to the Broker by the Owner or developed by the Broker as a result of the performance of this Agreement. The Broker agrees that if the Owner so requests, the Broker will execute a confidentiality agreement in a form acceptable to the Owner and will require any employee or sub-broker performing work under this Agreement or receiving any information deemed confidential by the Owner to execute such a confidentiality agreement.
11. Assignment. Neither Party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Broker, without the express written consent of the other Party. In the event of dissolution, consolidation or termination of the Owner, the Parties agree that the Owner may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.
12. Termination. In addition to any other rights provided herein, the Owner shall have the right to terminate all or part of this Agreement at any time and for its own convenience, by written notice to Broker.

13. Recordkeeping. The Broker shall maintain all records and documents relating to services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Broker's time based and reimbursable costs and expenses under this Agreement. The Broker shall make these records and documents available to the Owner, at the Owner's office, at all reasonable times, without any charge. If accepted by the Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

14. Public Contracting Requirements.

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938.
- b. Payment for Labor or Material. Broker shall make payment promptly, as due, to all persons supplying labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Broker shall pay all contributions or amounts due the Industrial Accident Fund from Broker incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- d. Liens and Claims. Broker shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. Income Tax Withholding. Broker shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Medical Care for Employees. Broker shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Broker's employee(s), all sums which Broker agrees to pay for such services and all monies and sums which Broker collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- g. Non-Discrimination. Broker agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Broker also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- h. Foreign Contractor. If Broker is not domiciled in or registered to do business in the state of

Oregon, Broker shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Broker shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.

- i. Tax Law Compliance. Broker (to the best of Broker knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:

1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

2) Any tax provisions imposed by a political subdivision of this state that applied to Broker, to Broker's property, operations, receipts, or income, or to Broker's performance of or compensation for any work performed by Broker;

3) Any tax provisions imposed by a political subdivision of this state that applied to Broker, or to goods, services, or property, whether tangible or intangible, provided by Broker; and

4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

15. Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax to the addresses provided in the signature blocks to this Agreement. Notice, bills, payments, and other information shall also be made via email to the Parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

16. Entire Agreement; Counterparts; Electronic Signatures. This Agreement constitutes the entire agreement between the Parties hereto relating to the services and sets forth the rights, duties, and obligations of each Party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any Party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other Party, upon request, an original signed Agreement.

17. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the Parties hereto.

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18. No Waiver. No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
19. Limitation on Delegation. The Parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Owner are inherently governmental in nature and may not be delegated by contract to the Broker. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Owner, and the Broker shall have no obligation to perform any non-delegable function.
20. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
21. Mediation; Trial Without a Jury. If either Party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The Parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either Party fails to proceed in good faith with the mediation, or the Parties otherwise fail to resolve the claim via the mediation process, the claiming Party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each Party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.
22. Further Assurances. Each Party shall execute and deliver, at the request of the other Party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
23. Severability. If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the Parties when they entered into the Agreement.

***[signature page follows]***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, this \_\_\_\_ day of \_\_\_\_\_, 2024.

Broker: \_\_\_\_\_

**Port of Hood River**

Signed: \_\_\_\_\_

Name:

Title:

Date:

Address:

Phone/Email:

Signed: \_\_\_\_\_

Name:

Title:

Date:

Address:

Phone/Email:

Kevin M. Greenwood

Executive Director

1000 E. Port Marina Drive,  
Hood River, OR 97031

(541) 386-1645

[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

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**Exhibit A**  
**Scope of Work**

Broker shall perform the following Services:

**1. Properties for Sale:**

- a) View subject Properties and comparable sales within appropriate neighborhoods or areas, review information as to the assessed market value of the Properties, market the Properties to potential buyers and facilitate the closing through escrow.
- b) Develop a Property prospectus for each Property listed and marketed for sale.
- c) Maintain a communicative relationship with Port and other parties involved in the transaction to ensure a successful transaction from beginning to end.
- d) Facilitate any necessary documents between the buyer(s) and seller in a timely manner. All offers shall be submitted by Broker to the Port designated representative for review, consideration, and a response.
- e) Market and advertise to potential owner occupants and investors.
- f) Have access to the local MLS in addition to other property marketing websites and platforms.
- g) Install and maintain lockbox, schedule and conduct walkthroughs. Broker is responsible for showing Property.

**2. Properties to Purchase:**

- a) Represent the Port interests as buyer's agent.
- b) Maintain a communicative relationship with Port and other parties involved in the transaction to ensure a successful transaction from beginning to end.
- c) Research possible targets for acquisition, communicate with the owners as to their desire to sell, present prospective target property to the Port representative to review, develop an offering scenario, present the offer to the sellers, continue negotiations as necessary.
- d) Facilitate any necessary documents between the buyer and seller in a timely manner.
- e) Have access to the local MLS in addition to other property acquisition databases, websites and platforms.

**3. Properties to Lease:**

- a) Represent the Port interests as leasing agent.

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- b) Maintain a communicative relationship with Port and other parties involved in the transaction to ensure a successful transaction from beginning to end.
- c) Prepare term sheets for Port and potential tenant.
- d) Facilitate any necessary documents between the tenant and landlord in a timely manner.
- e) Have access to the local MLS in addition to other property acquisition databases, websites and platforms.

#### **4. General Provisions**

- a) Broker responsible for showing Property including installation and maintenance of lockbox and keys. Port Facilities Manager will have access to code and install keys upon request.
- b) Broker responsible for recommending lease rates and listing prices.
- c) Broker required to provide Port Executive Director with weekly activity reports.
- d) Broker required to provide monthly one-page memo to the Port Commission summarizing activity/progress.
- e) If Port does not have photos of property, Broker is required for acquiring property photos and to share photos with Port staff.
- f) Realtor expected to respond to texts, emails, voice mails within 24 hours. Open communication is important to the Port for information flow.
- g) Broker shall provide Port no less than quarterly report on industry trends, both locally and nationally.
- h) Damage deposits required on leases.
- i) Broker shall comply with the Port Property Management Procedures, attached as Exhibit C, which may be updated from time to time by the Port
- j) Broker responsible for filling out paperwork and forms associated with leases or purchases with state or federal agencies.



**Exhibit B  
Port of Hood River  
Property Management Procedures**



**Sales and Marketing**

Task	Assigned To	Timeline
Pricing Analysis	Real Estate Agent	30 days Prior to Vacancy
Pricing Quality Control	Project Coordinator	25-30 days Prior to Vacancy
New Listing Created	Real Estate Agent	20-30 days Prior to Vacancy
Property Tours	Real Estate Agent	1-15 Days After Vacancy

**Contracts**

Task	Assigned To	Timeline
Submit tenant and lease terms details	Real Estate Agent	60-90 Days Prior to Lease Start
Prepare Lease	Project Coordinator	60-90 Days Prior to Lease Start
Submit Lease to Commission	Executive Assistant	30-90 Days Prior to Lease Start
Send Docusign to Tenant	Executive Assistant	1-2 Days After Approval
Forward Signed Lease to Port Team	Executive Assistant	1-2 Days After Lease is Signed
Upload Lease to Drive, Establish Key Milestones, Create Planner Tasks	Project Coordinator	2-3 Days After Lease is Signed

**Onboarding**

Task	Assigned To	Timeline
Communicate Onboarding details (payment, maintenance procedure, required documents)	Project Coordinator	2-3 Days After Lease is Signed
Confirm required documents received	Project Coordinator	3-5 Days After Lease is Signed
Confirm payment received	Finance Specialist	3-5 Days After Lease is Signed
Provide Tenant with Property Access	Project Coordinator	Lease Start Date
Walkthrough/Damage Report	Tenant / Project Coordinator	1-3 Days After Lease Start

**Renewal Procedures**

Task	Assigned To	Timeline
Pricing Analysis	Project Coordinator	120 days prior to lease end date
Pricing Quality Control	Deputy Finance Manager / Project Coordinator	100-120 days prior to lease end
Prepare New Lease or Addendum	Project Coordinator	100-120 days prior to lease end
Communicate Rent Increase	Project Coordinator	90-100 days prior to lease end

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Submit Lease to Commission	Executive Assistant	30-90 Days Prior to Lease end
Send Docusign to Tenant	Executive Assistant	30-60 days prior to Lease End
Forward Signed Lease to Port Team	Executive Assistant	1-2 Days After Lease is Signed
Upload Lease to Drive, Establish Key Milestones, Create Planner Tasks	Project Coordinator	2-3 Days After Lease is Signed
Confirm required documents received	Project Coordinator	3-5 Days After Lease is Signed

**Move Out Procedures**

<b>Task</b>	<b>Assigned To</b>	<b>Timeline</b>
Notice to Vacate	Tenant	30-60 days prior to move out date
Turn in Keys at Port Office	Tenant	Lease end date or first following business day
Property Walkthrough	Project Coordinator	1 <sup>st</sup> business day after lease end
Deposit returned	Finance Specialist	0-30 days after lease end

**EXHIBIT C-1**  
**Master Listing Agreement for Real Estate Services**  
**Work Order Contract**

**Work Order Contract #1**

This Work Order Contract #1 (“Work Order”) is entered between the Port of Hood River (“Owner”) and [REDACTED] (“Broker”). This Work Order is issued under the authority of the Master Listing Agreement for Real Estate Services dated [REDACTED] between Owner and Broker (the “Master Agreement”) and is subject to all provisions of the Master Agreement, which is incorporated by reference.

- 1. Purpose.** This Work Order establishes Broker’s exclusive right to sell the property located at **616 Industrial St., Hood River, OR 97031** (“Property” or “**Big 7 Building**”) and more particularly described in the associated MLS Data Input Form attached as Attachment 1, if applicable. Any sale of the Property is subject to approval by the Port Commission.
- 2. Term.** This Work Order shall commence when signed by all Parties below and expires at 11:59 p.m. on [DATE] (“Term”). If Owner accepts an offer to purchase the Property, the Term extends through the date of closing for that transaction. Upon expiration of the Term, this Work Order terminates except Owner remains obligated under Section 4 below to pay the Brokerage Fee.
- 3. Listing Terms.** Owner agrees to list the Property for \$ [REDACTED] (“Listing Price”). OR
- 4. Payment of Consideration.** Owner agrees to pay Broker commission equal to the brokerage fee set forth in Section 5 and as follows:

Sale of Property. If (1) the designated Property is sold through Broker, prior to the expiration of this Work Order; or (2) a sale is consummated within 90 days after the expiration of this Work Order or any extension thereof with any person or entity with whom Broker has engaged in substantive, documented negotiations or from whom Broker or Owner has received a Letter of Intent to buy the designated Property during the term of this Work Order, Broker is entitled to associated commission payments.
- 5. Brokerage Fee.** The Brokerage Fee shall be equal to 3.25% of the Gross Sales Price. There is no cooperating brokerage fee.
- 6. Early Termination Fee.** In the event this Work Order is terminated without cause by the Port prior to expiration of the Work Order Term, the Port shall pay Broker an early termination fee equal to 10% of the Brokerage Fee set forth in Section 5 above plus any reasonable expenses incurred by Broker through the date of termination.
- 7. Order of Precedence.** If a conflict, inconsistency or ambiguity arises in Work Order interpretation, this Work Order shall be interpreted in the following order of precedence: (a) this Work Order; (b) the Master Agreement.
- 8. Expiration.** Expiration of this Work Order does not extinguish or prejudice Owner’s right to enforce this Work Order with respect to any breach of a Broker warranty or any default or defect in Broker performance that has not been cured.

**9. Modification.** No provision of this Work Order may be modified except in a writing signed by Owner and Broker.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order, on \_\_\_\_\_.

**Broker (signing for Broker individually and on behalf of Principal Broker \_\_\_\_\_)**

**Port of Hood River**

Signed: \_\_\_\_\_

Name:

Title:

Date:

Address:

Phone/Email:

Signed: \_\_\_\_\_

Name:

Title:

Date:

Address:

Phone/Email:

Kevin M. Greenwood

Executive Director

1000 E. Port Marina Drive,  
Hood River, OR 97031

(541) 386-1645

[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

**EXHIBIT C-2**  
**Master Listing Agreement for Real Estate Services**  
**Work Order Contract**

**Work Order Contract #2**

This Work Order Contract #2 (“Work Order”) is entered between the Port of Hood River (“Owner”) and [REDACTED] (“Broker”). This Work Order is issued under the authority of the Master Listing Agreement for Real Estate Services dated [REDACTED] between Owner and Broker (the “Master Agreement”) and is subject to all provisions of the Master Agreement, which is incorporated by reference.

1. **Purpose.** This Work Order establishes Broker’s exclusive right to lease the property located at **616 Industrial St., Hood River, OR 97031** (“Property” or “**Big 7 Building**”) and more particularly described in the associated MLS Data Input Form attached as Attachment 1, if applicable. Any lease of the Property is subject to approval by the Port Commission.
2. **Term.** This Work Order shall commence when signed by all Parties below and expires at 11:59 p.m. on [DATE] (“Term”). If Owner accepts an offer to lease the Property, the Term extends through the date of closing for that transaction. Upon expiration of the Term, this Work Order terminates except Owner remains obligated under Section 4 below to pay the Brokerage Fee.
3. **Listing Terms.** Owner agrees to list the Property for lease. Broker will assist in negotiating the terms of the lease. The lease terms will be specified by Owner and must be approved by the Port Commission.
4. **Payment of Consideration.** Owner agrees to pay Broker commission equal to the brokerage fee set forth in Section 5 and as follows:

Lease of Property. If (1) the designated Properties are leased through Broker, prior to the expiration of this Work Order; (2) the prospective tenant is satisfactory to Owner as determined in the sole discretion of Owner; and (3) the lease terms are acceptable to Owner as determined in the sole discretion of Owner, Broker is entitled to associated commission payments.

5. **Brokerage Fee.** The Brokerage Fee shall be equal to **1.25%** of the Base Rent for the initial term of the lease payable as follows: 25% at Lease Execution and 75% at Occupancy. There is no cooperating broker fee requirement.

“Base Rent” means the initial, annual base or fixed rental rate under the lease, excluding expenses, maintenance fees, taxes and other incidental expenses payable by tenant under the lease. No Brokerage Fee is payable for any extensions or renewals of the lease term or for any expansions of the leased property. The Brokerage Fee is payable for leases entered into with new tenants and for renewal of leases entered into with existing tenants.

6. **Early Termination Fee.** In the event this Work Order is terminated without cause by the Port prior to expiration of the Work Order Term, the Port shall pay Broker an early termination fee equal to 10% of the Brokerage Fee set forth in Section 5 above plus any reasonable expenses

incurred by Broker through the date of termination.

7. **Order of Precedence.** If a conflict, inconsistency or ambiguity arises in Work Order interpretation, this Work Order shall be interpreted in the following order of precedence: (a) this Work Order; (b) the Master Agreement.
8. **Expiration.** Expiration of this Work Order does not extinguish or prejudice Owner's right to enforce this Work Order with respect to any breach of a Broker warranty or any default or defect in Broker performance that has not been cured.
9. **Modification.** No provision of this Work Order may be modified except in a writing signed by Owner and Broker.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order, on \_\_\_\_\_.

**Broker (signing for Broker individually and on behalf of Principal Broker \_\_\_\_\_ )**

**Port of Hood River**

Signed: \_\_\_\_\_

Name:

Title:

Date:

Address:

Phone/Email:

Signed: \_\_\_\_\_

Name:

Title:

Date:

Address:

Phone/Email:

Kevin M. Greenwood

Executive Director

1000 E. Port Marina Drive,  
Hood River, OR 97031

(541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

**EXHIBIT C-3**  
**Master Listing Agreement for Real Estate Services**  
**Work Order Contract**

**Work Order Contract #3**

This Work Order Contract #3 (“Work Order”) is entered between the Port of Hood River (“Owner”) and [REDACTED] (“Broker”). This Work Order is issued under the authority of the Master Listing Agreement for Real Estate Services dated [REDACTED] between Owner and Broker (the “Master Agreement”) and is subject to all provisions of the Master Agreement, which is incorporated by reference.

1. **Purpose.** This Work Order establishes Broker’s exclusive right to lease the property located at **205 Wasco Loop; 400 Portway Ave.; 600 E. Marina Dr.; and 700 E. Port Marina Dr., Hood River, OR 97031** (“Property” or “Properties”) and more particularly described in the associated MLS Data Input Form attached as Attachment 1, if applicable. Any lease of the Property is subject to approval by the Port Commission.
2. **Term.** This Work Order shall commence when signed by all Parties below and expires at 11:59 p.m. on [DATE] (“Term”). If Owner accepts an offer to lease the Property, the Term extends through the date of closing for that transaction. Upon expiration of the Term, this Work Order terminates except Owner remains obligated under Section 4 below to pay the Brokerage Fee.
3. **Listing Terms.** Owner agrees to list the Property for lease. Broker will assist in negotiating the terms of the lease. The lease terms will be specified by Owner and must be approved by the Port Commission.
4. **Payment of Consideration.** Owner agrees to pay Broker commission equal to the brokerage fee set forth in Section 5 and as follows:

Lease of Property. If (1) the designated Properties are leased through Broker, prior to the expiration of this Work Order; (2) the prospective tenant is satisfactory to Owner as determined in the sole discretion of Owner; and (3) the lease terms are acceptable to Owner as determined in the sole discretion of Owner, Broker is entitled to associated commission payments.

5. **Brokerage Fee.** The Brokerage Fee shall be equal to **1.75%** of the [Base Rent for the initial term of the lease payable as follows: **25%** at Lease Execution and **75%** at Occupancy. There is no cooperating broker fee requirement.

“Base Rent” means the initial, annual base or fixed rental rate under the lease, excluding expenses, maintenance fees, taxes and other incidental expenses payable by tenant under the lease. No Brokerage Fee is payable for any extensions or renewals of the lease term or for any expansions of the leased property. The Brokerage Fee is payable for leases entered into with new tenants and for renewal of leases entered into with existing tenants.

6. **Early Termination Fee.** In the event this Work Order is terminated without cause by the Port prior to expiration of the Work Order Term, the Port shall pay Broker an early termination fee equal to 10% of the Brokerage Fee set forth in Section 5 above plus any reasonable expenses

incurred by Broker through the date of termination.

7. **Order of Precedence.** If a conflict, inconsistency or ambiguity arises in Work Order interpretation, this Work Order shall be interpreted in the following order of precedence: (a) this Work Order; (b) the Master Agreement.
8. **Expiration.** Expiration of this Work Order does not extinguish or prejudice Owner's right to enforce this Work Order with respect to any breach of a Broker warranty or any default or defect in Broker performance that has not been cured.
9. **Modification.** No provision of this Work Order may be modified except in a writing signed by Owner and Broker.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order, on \_\_\_\_\_.

**Broker (signing for Broker individually and on behalf of Principal Broker \_\_\_\_\_ )**

**Port of Hood River**

Signed: \_\_\_\_\_

Name:

Title:

Date:

Address:

Phone/Email:

Signed: \_\_\_\_\_

Name:

Title:

Date:

Address:

Phone/Email:

Kevin M. Greenwood

Executive Director

1000 E. Port Marina Drive,  
Hood River, OR 97031

(541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)