

PORT OF HOOD RIVER COMMISSION
Tuesday, September 6, 2016
Marina Center Boardroom

Regular Session Agenda
5:00 P.M.

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30 minute limit)
 3. Consent Agenda
 - a. Approve Minutes of August 16, 2016 Work Session and Regular Session (*Laurie – Page 3*)
 - b. Approve Amendment No. 1 to Contract with Gorge Electric for Bridge On-Call Services Not to Exceed \$25,000 (*Fred – Page 9*)
 - c. Approve Amendment No. 1 to Lease with Hood Technology Corporation for Yellow Hangar (*Anne – Page 13*)
 - d. Authorize Inter-Governmental Agreement with City of Hood River to Prepare a Community Energy Plan (*Michael – Page 17*)
 4. Reports, Presentations and Discussion Items
 - a. 2016 GORGE Junior Sailing Program Review - Jaime Mack (*Page 37*)
 5. Director's Report (*Michael – Page 39*)
 6. Commissioner, Committee Reports
 - a. Marina (August 18)
 7. Action Items
 - a. Approve Resolution 2016-17-1 Adopting Airport Access Policy (*Fred – Page 43*)
 - b. Approve Residential Through-The-Fence Agreement with Tim O'Donnell (*Anne – Page 49*)
 - c. Ratify Contract Amendment No. 1 with Stafford Bandlow Engineering, Inc. for Bridge Engineering Services Not to Exceed \$54,795 (*Michael – Page 57*)
 - d. Approve Change Order No. 2 with Beam Excavating for Lower Mill Services Not to Exceed \$12,000 (*Anne – Page 63*)
 - e. Approve Amendment No. 8 to Executive Director Contract (*Personnel Committee: Brian S/Fred D – Page 67*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations
 10. Possible Action
 11. Adjourn

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

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

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Port of Hood River Commission
Meeting Minutes of August 16, 2016 Work Session and Regular Session
Marina Center Boardroom
5:00 P.M.

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

Present: Commissioners Jon Davies, Fred Duckwall, Rich McBride, and Brian Shortt; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, Laurie Borton

Absent: Commissioner Hoby Streich

Media: None

President Brian Shortt called the Work Session to order at 5:00 p.m. for the purpose of discussing the Hood River Bridge Replacement Project. This was the third in a series of Work Sessions to discuss various aspects and strategies with this Work Session focusing on financing alternatives and state advocacy efforts.

Michael McElwee, Executive Director, commented that as options are reviewed the project becomes more challenging and steps to be taken would require careful consideration. He urged the Commission to be aware and to ask questions. McElwee then introduced guests Steve Siegel, who would talk about financing alternatives; and Dan Bates, who would discuss state advocacy and an approach to the 2017 Oregon legislative session.

Siegel, who stated he did not have a specific recommendation, provided a PowerPoint presentation illustrating two different approach models (public, or public/private) and the following key considerations were highlighted: a public endeavor would involve the two state Departments of Transportation, both with differing standards and processes; a project that is not federalized should have lower project costs and although the Request for Qualification process for partner selection would take less time Siegel estimated the process would take at least one year; the Port would need to assume some level of management lead in a public endeavor and that would require either a large Port staff or consultant-based staff and with a private partnership - the Port's role would be enforcement of terms and responsibilities associated with an agreement. In response to Shortt's question about whether or not the timing was right, Siegel commented there was also risk in *not* doing something and suggested the investigation to find either a public or private partnership and determine if it works for the Port could be done without a lot of funds being spent and lead to a "go-no go" decision. Siegel stated the Port wouldn't have any trouble getting people to see the bridge replacement as a critical project but the obstacle would be getting people to think it's solvable.

Bates added there is an opportunity now at the state level to take a hard look at a bridge replacement project. An Oregon transportation funding package is broadly supported leading up to this legislative session, and with momentum from the last session (both administratively and legislatively) the dynamics of the politics for transportation funding does exist. Bates did caution, however, that it would not be looked upon favorably to accept public funds and then determine the replacement project will be a private partnership. The question was asked if some laws needed to be changed to make this a more successful project. Bates responded that a case needs to be made now that this is a critical project for the region and Thorn Run Partners will help, on behalf of the Port, so others can engage in the project; i.e. coalition building efforts. Commissioner Davies inquired if he had any information on the Washington legislative component. Bates responded his sense was there was interest but he could not address this with any certainty. In an effort to build relationships with other entities, Shortt asked Bates if he was aware of other entities in either Oregon or Washington that were dealing with the same challenges but he was not aware of any at the moment.

A discussion by Genevieve Scholl, Special Projects & Communications Manager, regarding upcoming key dates and Bridge Summit Planning efforts was tabled.

President Shortt ended the Work Session at 6:00 p.m. The Regular Session meeting of the Port Commission immediately followed.

1. CALL TO ORDER: President Shortt called the Regular Session meeting to order at 6:02 p.m.

a. **Modifications, Additions to Agenda:** Consent Agenda item 3c (Marina fuel operations lease agreement) was moved to Action Items as item 7e; Action Item 7d was corrected as Task Order No. 5; a new Action Item to approve a TraneOregon contract was added as item 7f; and ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees was added to Executive Session.

2. PUBLIC COMMENT: Dean Cameron, local developer, appraiser and builder, stated he was negotiating on the same piece of property as the Port, but as a private developer he could not compete with the Port on rental rates. Cameron cited a Brownsfield development as a good example of Port involvement that would be more difficult for a private developer to pursue. Cameron said that he had decided to walk away from the deal but did ask the Port to contact him to discuss whether he and/or his partners could assist in any way with the property development. Heather Staten, Hood River Valley Residents Committee, spoke about the waterfront trail connectivity stating that it was nice to have all the pieces in place and told the Commission they should pat themselves on the back to celebrate this success. Moorage tenants Tracy Hollister and Jim Case spoke about the C Dock North power outages. Hollister said there were more concerned tenants who couldn't make the meeting tonight. He said the individual breaker should be the first to trip rather than the entire dock. He requested an action plan to correct the problem rather than the Port's current tactic of asking tenants to check their boat systems, tools or cords first which he said was flawed thinking. Hollister said he thought continued trips would cause a breaker to become weaker and he questioned if the breaker was simply bad? Hollister also thought that outages seemed to happen more often on windy days so he questioned if there was a break in the line or an abrasion somewhere? Executive Director Michael McElwee commented that the Port is actively addressing the problem and the Facilities crew believes some equipment or electronic device on a vessel is causing the system to trip, which is set at a low life-safety threshold. The Facilities Dept. is continuing their investigation by testing a number of slips at a time. Case said the design of one GFCI breaker for the entire dock is a flawed system and suggested a master breaker that never trips with protection at the pedestal to isolate problems. Case said there needs to be some way to make the electrical system more safe and practical.

3. CONSENT AGENDA:

- a. Approve minutes of August 2, 2016 Regular Session
- b. Approve lease with Stephen Cushman for moorage of M/Y Pastime at the commercial dock from September 1, 2016 through April 15, 2017
- c. Approve accounts payable to Jaques Sharp Attorneys at Law in the amount of \$7,438.50

Motion: Move to approve Consent Agenda as modified

Move: Davies

Second: Duckwall

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

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

Abstain: Shortt

Absent: Streich

MOTION CARRIED

4. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:

a. Overview of Oil Transportation Issues in the Columbia River Gorge: Michael Lang, Conservation Director of the Friends of the Columbia Gorge was introduced by McElwee who stated that Lang had been invited to speak to the Commission as a result of Commissioner McBride's request that the Commission take formal action to ban fossil fuel transportation in the Gorge. Lang provided information on emissions, storage terminals, oil-by-rail shipment growth, and also commented on Union Pacific Railroad's ("UPRR") poor safety record. Lang said that we need to learn from an incident as the one that happened at Mosier in June and provided a partial listing of Ports, local governments, tribal entities, firefighter associations, etc. that have raised concerns and opposition to oil-by-rail. Commissioner Davies inquired about alternatives and suggestions on what could be done to address the issue. Lang responded there should be no new rail terminals and advocate for better and safer rail cars with traffic at slower speeds. Lang also stated there will be a hearing on September 3 regarding UPRR's proposed rail expansion for four miles of new track near Mosier which would add more capacity for more trains per day; and to consider supporting the Governor and Oregon senate delegation's call for a halt to oil-by-rail through the Gorge. McBride commented the incident that occurred in Mosier was a significant and serious threat to quality of life and that by speaking out there will be pressure for action to be considered.

b. Lot 1 Subdivision: McElwee reviewed the Lot 1 preliminary subdivision plat. Two pre-application conferences have been held with the City with the following street concerns identified-- dedicated public streets will take over 2.5 acres with a land value of \$1.4 million; new lots require public street frontage; there is no parking on an industrial street; and the amount of traffic (light industrial, hotel, commercial, and recreational) using the streets may back up when Riverside Avenue becomes a no left turn. To address concerns the Port could apply for a phased subdivision and build streets as needed, and in order to recoup money to develop streets the Port might keep parking revenue on dedicated streets along with the private streets through an IGA between the City and Port. McElwee stated that work will be underway on a Development Agreement for future build out and that groundwork needs to be laid for a request for Urban Renewal Agency funding assistance and a presentation to City Council for an update on Lot 1. *There was consensus from the Commission to submit the Preliminary Subdivision Plan as presented in draft form.*

c. Year End Financial Summary: Fred Kowell, Chief Financial Officer, noted that although year-end audit adjustments were not reflected, he did not believe adjustments would be material in nature and the Port would still be in line with its FY 2015-16 budget. In summarizing expenditures, Kowell stated Personnel Services were within its appropriation; Materials & Services were under budget; the Bridge Repair & Replacement Fund had a budget transfer from Capital Improvement Projects ("CIP") to reflect legal costs and bridge repairs; the General Fund was under budget; and that overall CIP was under budget even with budget transfers that occurred in June. Regarding revenues, Kowell commented that bridge revenues tracked according to bridge traffic; leased industrial and commercial properties were in line with the budget; marina lease revenues came on budget; and airport revenues would exceed budget with regard to reimbursed utility costs and lease revenues on target. Kowell did note, however, that grant revenues were over budget due to the Airport Master Plan taking longer than anticipated. Davies commented that he appreciated the information, discussion, and transparency.

5. DIRECTOR'S REPORT: The first meeting on September 6 immediately follows the Labor Day holiday and the Commission was polled for their availability as moving it ahead a week would cause other scheduling challenges. Davies said he would be absent; but with a quorum available for the 6th the meeting date will stand as is. McElwee provided a final draft of his FY 2016-17 Work Plan and requested comments by the end of the week.

Live testing of the lift span on August 10-11 was successful and the U.S. Coast Guard has been informed the span is now fully operational. There will be some upcoming lane closures in September for additional equipment installation and deck welding. In a follow-up to public comment regarding the Marina electrical problems in the Marina, the Commission encouraged staff to continue its efforts to find a solution.

6. COMMISSIONER, COMMITTEE REPORTS:

a. Urban Renewal: Davies reported that artwork for the State Street public restroom had been approved at the August 8 meeting.

7. ACTION ITEMS:

a. Approve FAA Grant Acceptance for South Taxiway Improvements in the Amount of \$166,815: Anne Medenbach, Development & Property Manager, expects an award letter from the Federal Aviation Administration later in the week. The grant application covers the design of the south taxiway and preparation of bid documents for construction of the south taxiway improvements scheduled for 2017. Acceptance of the grant award commits Port funding.

Motion: Move to accept FAA grant award of \$166,815 for south taxiway design and commit \$18,535 of Port matching funds.

Move: Davies

Second: McBride

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

Absent: Streich

MOTION CARRIED

b. Approve HDR Engineering Contract Amendment for Task Order No. 1 for Bridge Engineering Flexible Services Not to Exceed \$35,000: McElwee noted that efforts expected under this task order includes updates to the 30-year bridge longevity model and preparation of a two-year work plan that is an important part of the Port’s annual budget preparation. This contract amendment will not be signed until the lift span claim with HDR is resolved.

Motion: Move to approve Amendment No. 1 to Task Order No. 1 to the master contract with HDR Engineering, Inc. for bridge engineering services not to exceed \$35,000 plus reasonable reimbursable expenses subject to Commission approval of lift span settlement claim.

Move: McBride

Second: Davies

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

Absent: Streich

MOTION CARRIED

c. Approve HDR Engineering Contract Amendment for Task Order No. 4 for Tolling System Support Not to Exceed \$50,000: Kowell noted the amendment will allow for continued oversight, support, and quality assurance in the development of the Port’s tolling system using best practices in tolling technology. The amendment is included in the budget and will extend through to December 2017 which will be in line with the timing of the software development from P-Square.

Motion: Move to approve contract amendment with HDR Engineering, Inc. for professional services related to the upgrade of the tolling system not to exceed \$50,000.

Move: Duckwall

Second: Davies

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

Absent: Streich

MOTION CARRIED

d. Approve Amendment to Task Order No. 5 with HDR Engineering for Auxiliary Truss Construction Period Services Not to Exceed \$65,000: McElwee reported HDR is nearly complete with the engineering analysis, plans and specifications associated with repair of the auxiliary truss connections. Bid advertisement is anticipated to be issued in late August or September with construction occurring sometime between November 2016 and March 2017.

Motion: Move to approve Amendment No. 1 to Task Order No. 5 to the contract with HDR Engineering, Inc. for services associated with repair of the Hood River Bridge auxiliary trusses not to exceed \$65,000 plus reasonable reimbursable expenses and subject to Commission approval of lift span settlement agreement.

Move: Duckwall

Second: Davies

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

Absent: Streich

MOTION CARRIED

e. Approve Lease Agreement with Columbia Room, Inc. for Marina Fuel Operations: The fueling concession operated by the Hood River Shell and Marina Mart terminated July 31, 2016. This lease agreement would continue the quick response for boaters and avoids the need for Port staff to do this work. There are no other business entities except Columbia Room that would reasonably consider entering into an agreement. Genevieve Scholl, Communications & Special Projects Manager, commented that additional coverage regarding pollution will result in change to language under Section 4g of the Agreement pursuant to Special Districts Insurance Services advice.

Motion: Move to approve the Marina Fuel Operations and Lease Agreement with Columbia Room, Inc. subject to review and approval by legal counsel.

Move: Duckwall

Second: Davies

Discussion: Davies cited a potential conflict of interest due to a client relationship with Columbia Room, Inc.

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

Absent: Streich

MOTION CARRIED

d. Approve Trane Contract for Halyard Suite 104 HVAC: Medenbach reported A & E Heating would be connecting the HVAC unit in Suite 104 to the Halyard Building system on August 25. An additional component is work that needs to be done by TraneOregon to ensure the system and new connections are working correctly for both Suite 104 and 103 as they share a rooftop unit.

Motion: Move to approve contract with TraneOregon for HVAC control work on Suite 104 at Halyard Building not to exceed \$14,350 subject to legal counsel review.

Move: McBride

Second: Duckwall

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

Absent: Streich

MOTION CARRIED

9. COMMISSION CALL: Davies commented on the Event Site being parked out with overflow vehicles on Lot 1 and along the streets. Shortt commented that he was impressed with all the waterfront activity.

10. EXECUTIVE SESSION: Regular Session was recessed at 7:43 p.m. The Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions; and ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees.

11. POSSIBLE ACTION: The Commission was called back into Regular Session at 9:52 p.m. No action was taken as a result of Executive Session.

12. ADJOURN: At 9:53 p.m. there was unanimous approval for a motion from Commissioner McBride to adjourn the meeting.

Respectfully submitted,

Laurie Borton

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission

Commission Memo



Prepared by: Fred Kowell
Date: September 6, 2016
Re: Electrical Bridge Services – Gorge Electric Inc. Contract

At the April 21, 2015 Commission meeting, an on-call contract with Gorge Electric Inc. (“GEI”) related to bridge services, such as, being on-site during a bridge lift alongside Port crews and for small electrical or lighting repairs was approved. That contract expired April 1, 2016. GEI was required to respond to emergencies in addition to working during normal business hours, and their employees were trained on the specific bridge electrical systems, always working with a Port employee or representative.

Jones Act insurance is required for any work over a federal waterway. GEI secured this insurance last year; reviewed by Port staff and the Port’s insurance agent. The policy annual premium and normal working rates, as per contract, were paid by the Port. The Port intends to again pay the insurance premium and normal working rates for this new contract if approved.

Staff is recommending approval of this electrical bridge services contract with Gorge Electric Inc. and payment up front of the Jones Act insurance premium.

RECOMMENDATION: Approve Amendment No. 1 to contract with Gorge Electric Inc. for Hood River Interstate Bridge on-call services not to exceed \$25,000 and pay Jones Act insurance premium.

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**AMENDMENT NO. 1
TO INTERMEDIATE PROCUREMENT CONTRACT**

This Amendment No. 1 to the Intermediate Procurement Contract ("Contract") is entered into this 6th day of September, 2016 by and between Gorge Electric, Inc. ("Contractor") an Oregon corporation and the Port of Hood River ("Port"), an Oregon Special District ("Owner").

RECITALS:

WHEREAS, Contractor and Port entered into an Immediate Procurement Contract as approved by the Port of Hood River Commission on April 21, 2015, providing for on-call bridge electrical services through April 1, 2016; and

WHEREAS, Port and Contractor desire these on-call bridge electrical services shall continue from April 1, 2016 through June 30, 2017; and

WHEREAS, all terms used in this Amendment No. 1 have the meaning given to them in the Contract, as amended hereby, unless otherwise defined herein.

NOW THEREFORE, Port and Contractor agree to amend the Contract through June 30, 2017 for an amount of \$25,000, billable on an emergency basis at \$135/hour and non-emergency basis \$99/hour.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed the day and year first above written.

GORGE ELECTRIC, INC.

PORT OF HOOD RIVER

Karen Joplin, President
PO Box 806
Hood River OR 97031
(541) 386-2468
gorge.electric@gorge.net
CCB # 111706

Michael McElwee, Executive Director
1000 E. Port Marina Drive
Hood River OR 97031
(541) 386-1645
porthr@gorge.net

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Commission Memo



Prepared by: Anne Medenbach
Date: September 6, 2016
Re: Yellow Hangar Lease Assignment

Hood Technology Corporation signed a lease with the Port for the Yellow Hangar in October of 2014. Since that time, Hood Tech Corp.-Aero Inc., (“Tac-Aero”) has come into existence and Hood Tech would like to assign the lease of the hangar to Tac-Aero.

The attached lease amendment acknowledges the Port’s approval of said assignment of lease.

RECOMMENDATION: Approve Amendment No. 1 with Hood Technology Corporation for Yellow Hangar at Ken Jernstedt Airfield, subject to legal counsel review.

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AMENDMENT NO. 1 TO LEASE

Whereas, the Port of Hood River ("Lessor") and Hood Technology Corporation, ("Lessee") entered into a lease of 3,900 square feet at the Yellow Hangar, effective October 1, 2014 ("Lease"); and,

Whereas, Lessee would like to assign the lease to Hood Tech Corp.-Aero Inc., and

Whereas, Lessor agrees and approves said assignment;

Therefore, all parties agree to the following changes to the Lease:

1. Hood Technology Corporation shall be struck from the lease and replaced with Hood Tech Corp.-Aero Inc. in all instances in the Lease

Except as modified by this Amendment No. 1 To Lease, all other terms of the lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2016

By: _____
 Michael S. McElwee, Executive Director

By: _____
 Andreas Von Flotow, President

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Commission Memo



Prepared by: Michael McElwee
 Date: September 6, 2016
 Re: Community Energy Plan

The City of Hood River and Hood River County seek to prepare a Community Energy Plan (“Plan”) that will lower energy consumption and increase the use of renewable energy sources.

Preparation of the Plan will be carried out by a RARE participant (Clean Energy Coordinator/Planner) to be hired and supervised by the County Planning Director with the City acting as fiscal agent. The Clean Energy Coordinator/Planner would convene and organize local stakeholders, assist with community capacity building by involving and educating community members in a community planning process and prepare the Plan. A project description is attached.

The County and City are seeking additional financial contributions from Ports, the Energy Trust of Oregon and others for this effort, roughly in proportion to their size. I believe the Port of Hood River and our facilities will benefit from the preparation of the Plan and it is in the Port’s interest to contribute funds toward this effort along with other stakeholders.

The attached Inter-Governmental Agreement would establish the obligations of the Port and City, and the expected scope of work. The Port would contribute \$5,500 to this effort; already included in the budget for this fiscal year.

RECOMMENDATION: Approve Inter-Governmental Agreement with the City of Hood River for preparation of a Community Energy Plan.

INTERGOVERNMENTAL AGREEMENT Hood River Energy Plan

Parties to this Agreement:

CITY OF HOOD RIVER	The "City"
An Oregon Municipal Corporation	
P.O. Box 27	
Hood River, OR 97031	

PORT OF HOOD RIVER	The "Port"
An Oregon Port District	
1000 E. Port Marina Drive	
Hood River, OR 97031	

RECITALS

WHEREAS, In Hood River County, there is a community-wide will to create economic opportunities and clean energy solutions that will help protect, preserve and enhance our community; and

WHEREAS, Hood River County includes many special districts, public and private landowners, recreation, agriculture and other economic drivers, and a need has been identified to convene all these groups around preparation of a Community Energy Model; and

WHEREAS, Hood River County, the City of Hood River, the Ports of Cascade Locks, Hood River and the Energy Trust of Oregon have agreed to collaborate together and each contribute funds to hire a RARE participant (Clean Energy Coordinator/Planner) to convene and organize local stakeholders, assist with community capacity building by involving and educating community members in a community planning process and prepare a Community Energy Plan ("Plan"); and

WHEREAS, the Port of Hood River and Port District facilities will benefit from the preparation of the Plan it is in the interest of the Port to contribute funds toward this effort along with other stakeholders.

NOW THEREFORE, based on the foregoing Recitals, the mutual covenants provided for in this Agreement, and for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Port Responsibilities:
 - a. The Port shall pay the City of Hood River \$5,500 by November 1, 2016 as its total contribution toward preparation of the Plan.

2. City of Hood River: The City shall be responsible for the following:
 - a. Serving as the fiscal agent for this Plan by collecting the various financial contributions for the parties and performing the required financial reporting.

4. Statutory Intergovernmental Agreement and Authority. This Agreement is entered into by and between the parties as a statutory intergovernmental agreement pursuant to ORS 190.003 to 190.130. The individuals whose signatures appear below certify that each is fully authorized by their respective governing body to execute this Agreement on the party's behalf and to fully

bind the party to its terms.

5. Entire Agreement. This Agreement, including Exhibit A referenced herein and the recitals, constitute the entire agreement between the parties with regard to the matters addressed herein. No terms or representations not set forth in this Agreement or the referenced exhibits shall be considered a part of or enforceable under this Agreement.

6. Effective Date, Term and Modification: This Agreement shall be effective as of the last date signed below, and its term shall be perpetual until all obligations stated herein have been fully performed. This Agreement may be modified at any time only upon the mutual written consent of all parties.

7. No Third Party Beneficiaries. This Agreement is strictly and solely between the parties signed below, and it shall not create any obligation on the part of either party to perform or pay anything to or on behalf of anyone not a party to this Agreement. This Agreement does not create any rights in favor of or for any person or entity that is not a party to this Agreement.

8. Dispute Resolution and Attorney Fees: Any dispute arising under this Agreement shall be resolved, first, through direct communication between the Port Executive Director and the City Manager including any appropriate staff, then by mediation and then by binding arbitration in Hood River County, Oregon under Oregon law. Each party shall be responsible for its own costs associated with dispute resolution and for one half of the cost of a mediator and/or arbitrator.

IT IS SO AGREED:

For the City of Hood River:

For the Port of Hood River:

Steve Wheeler, City Manager

Michael McElwee, Executive Director

Date: _____

Date: _____

Approved as to form:

Approved as to form:

City Attorney

Attorney for the Port

RARE AmeriCorps Program

2016-2017 Community Placement Description

1209 University of Oregon

Eugene, OR 97403-1209

P: 541-346-2879 | F: 541-346-2040

INSTRUCTIONS

Please complete the following narrative. You will need to complete all sections.

- Section 1** — Community Form
- Section 2** — Placement Narrative
- Section 3** — Project Summary Table
- Section 4** — Essential Functions

A PDF of all four sections including signature must be received by e-mail no later than 5:00 pm on **June 22, 2016**. Section II, III and IV will be provided to participants who may interview in your community. Feel free to embed website addresses in the narrative. **Please e-mail application materials to: rare@uoregon.edu**

You may provide hard or electronic copies of any pertinent documents relating to the scope of work. If they are lengthy documents, you need only send the summary or the important sections. Hard copies cannot be returned.

This program is available to all without regard to race, color, national origin, disability, age, sex, political affiliation or in most instances, religion.

Programs and activities must be accessible to persons with disabilities, and the host site must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

Organization (the organization that is officially submitting this narrative)

Contact **John Roberts** **Planning Director**
 Name Title

Organization **Hood River County**

Address **601 State St**
 Street

Hood River, OR 97031
 City, State, Zip

Office Phone **541-387-6868** Cell **541-645-0574** Fax _____

E-mail **john.roberts@co.hood-river.or.us**

Website **www.co.hood-river.or.us**

RARE AmeriCorps Supervisor (if different than above)*

Contact _____
 Name Title

Organization _____

Address _____
 Street

_____ City, State, Zip

Office Phone _____ Cell _____ Fax _____

E-mail _____

Website _____

Individual Responsible for Signing Legal Contracts

Contact **Steve Wheeler** **City Manager**
 Name Title

Organization **City of Hood River**

Address **211 Second St.**
 Street

Hood River, OR 97031
 City, State, Zip

Office Phone **541-387-5252** Cell _____ Fax _____

E-mail **S.Wheeler@ci.hood-river.or.us**

*If the RARE supervisor changes at any time during the RARE placement process, the RARE program must be notified immediately.

Funding Sources

All funds must be confirmed by June 30, 2016

Please list your funding sources for the \$22,000 cash match, including dates they were or will be confirmed.

Source	City of Hood River, \$5500	Date Confirmed	6/13/2016
Source	County of Hood River, \$2600	Date Confirmed	6/30/2016
Source	Port of Hood River, \$5500	Date Confirmed	7/12/2016
Source	Port and City of Cascade Locks, \$4000	Date Confirmed	6/15/2016
Source	Energy Trust of Oregon, \$4400	Date Confirmed	6/30/2016

Authorization

Must be signed by an individual with authority to commit funds for the organization

To the best of my knowledge, the governing body of the organization has duly authorized this narrative and has committed funds for this project.

John Roberts

Planning Director

Print Name

Title



6/23/2016

Signature

Date

Part A: Placement Type

Check the placement type(s) that best describe this position. Please check all that apply, but be as specific as possible as this information will be used to guide our decision process.

- Food Systems Development
- Natural Resource Planning
- Land Use Planning
- Geographic Information Systems
- Small City/ Gov't Planning
- Downtown Development
- Community/Social Services
- Other: **Clean Energy Planning**
- Economic Development
- Renewable Energy
- Policy Development

Placement Information

Organization	Hood River County		
RARE Position Title	Clean Energy Coordinator		
County	Hood River County		
	<small>Location of RARE member's work station</small>		
Counties to be served	Hood River County		
Area to be served	Hood River County	Population	23,000
	<small>City, county, region, watershed</small>		

Community Information

Median Rental Costs	\$ 960	\$ 1280	
	<small>1 bdrm. Apartment</small>	<small>2 bdrm. House</small>	
Legislative District	2nd congressional district	District 52	District 26
	<small>Federal House</small>	<small>State House</small>	<small>State Senate</small>

Performance Measures

As an AmeriCorps program, RARE reports quarterly on how it is meeting certain pre-determined performance measures. How do your projects meet RARE’s performance measures? Please check all that apply, but a minimum of two. In addition, explain how each performance measure checked will be met by your projects.

Increase the number of actively engaged volunteers

How? The RARE participant will engage volunteers in the energy planning process. Based on preliminary work, we expect a wide group of stakeholders to participate. The RARE participant will help identify volunteer roles, ensure appropriate training and support for volunteers, promoting volunteer opportunities through various channels including the press, social media, partners, etc., connecting volunteers with resources and information related to their role, managing an enduring system for tracking and reporting volunteers hours and work completed. These systems will assist the community well after the RARE volunteer is gone.

Increase community resources
Includes but is not limited to outreach materials, assessments, maps, databases, programs, and/or studies.

How? The RARE participant will assist with community capacity building by involving and educating community members in a community planning process, help shape a common vision, and inspire people to take action. The RARE participant will compile information and determine what outreach materials, maps, and other resources will be needed to catalyze change.

Create finalized plans
Plans that can be implemented during or after the RARE term of service.

How? The RARE participant will primarily be assisting with the creation of an Energy Plan for Hood River County. The RARE participant will draft documents, including planning documents and project descriptions for grant proposals.

Provide public speaking opportunities to the participant.

How? The RARE participant will lead meetings and give presentations to community groups and elected officials, as well as invite energy experts to deliver presentations to the community about various topics.

Create or provide teaching opportunities on the topics of business plan development, marketing and/or fiscal management.

How? The RARE participant will attend the Making Energy Work for Rural Oregon Energy Symposium. At that event there will be a workshop for RARE participants given by past graduates of the program to address best practices in work and business plan development and other related program training. In addition, the Energy Symposium will have USDA REAP grant writing workshop. Both workshops will provide training for the RARE participant to learn from other RARE graduates and receive additional related energy training.

Transfer skills to community members. (This can be informal or formal transfer of skills.)

How? The Hood River Energy Plan would be intended to boost efforts and infuse additional initiatives into the community to reduce energy consumption. The Energy Plan would serve as blueprint to focus and guide local agencies (county, port districts, school districts, etc.) and the private sector in their joint efforts to toward achieving a defined community energy vision. In helping develop this plan, the RARE participant will be sharing his or her technical skills with our citizens, including businesses and elected officials and building local connections to other sources (such as the Energy Trust of Oregon) for energy efficiency and renewable services.

Part B: Placement Description

Please describe the placement by answering the questions below.

1. Describe the specific needs in your community that the project(s) will address.
 In Hood River, there is a community-wide will to create economic opportunities and clean energy solutions that will help protect, preserve and enhance our community. That said, Hood River County includes many special districts, public and private landowners, recreation, agriculture and other economic drivers, and it’s challenging to convene all these groups around any one issue. The RARE participant (Clean Energy Coordinator/Planner) will play an important convening and organizing role. He or she will assist with community capacity building by involving and educating community members in a community planning process, help shape a common vision, and inspire people to take action. The Clean Energy Coordinator/Planner will compile information and try to determine resources that will catalyze real change. The Clean Energy Coordinator/Planner will organize people and coordinate a sustained effort that will enable our community to address real problems and pursue real opportunities.

2. Provide evidence that the resident population, organization staff and/or board are supportive of the projects proposed. This may include a description of the community/organization strategic plan or a description of the events or change in policy that has led your community to seek assistance from the RARE program.
 - a. See – <http://www.hoodrivernews.com/news/2015/nov/18/energy-meeting-brings-interest-renewal/>
 - b. Goal 2 of the City of Hood River’s Comprehensive Plan includes energy conservation as one guideline.
 - c. Goal 13 of the City of Hood River’s Comprehensive Plan is to conserve energy and encourage the use of renewable energy resources.
 - d. City of Hood River and County of Hood River planning documents and policies, such as the Hood River Housing Strategy, include ways to densify residences and incentivize smaller homes to make the community more resilient in the future.
 - e. The Ports see this as another way to collaborate on future resiliency and take advantage of new policies and grants to make their entity more energy efficient.
 - f. The President’s Climate Action Plan provides climate preparedness tools and information needed by state, local, and private-sector leaders through a centralized “toolkit” and a new Climate Data Initiative.

3. List any community-based organizations with which the participant will work in completing the project.
 Gorge Owned (gorgeowned.org), Columbia Gorge Climate Action Network (cgcan.org), Columbia Gorge

Community College Renewable Energy Program, Hood River School District, Hood River Parks and Recreation District, Farmers Irrigation District, Mid-Columbia Housing Authority, Columbia Area Transit, Hood River Valley Residents Committee (hrvrc.org), Hood River Chamber of Commerce, Sustainable Northwest.

4. Describe the readiness of the project(s) (e.g., a plan has been completed and needs to be implemented or the council has adopted the scope of work based on a community outreach process).
A Clean Energy working group has been formed to support the Hood River Planning Director in overseeing the RARE participant’s work plan and the development of the Hood River Clean Energy Plan.
5. Describe the professional development, learning opportunities and training for the RARE participant who would serve in the position. Please be as specific as possible.

The Clean Energy Coordinator/Planner will work, often in conjunction with other staff, on a wide variety of projects in Hood River County and the Gorge, including:

- undertaking comprehensive local energy and climate planning, energy-related technical assistance, and regional energy procurements;
- designing and evaluating policies, strategies, toolkits, and reports on energy-related topics;
- developing and analyzing energy use baselines and inventories;
- facilitating the drafting and adoption of supportive bylaws, ordinances, permitting procedures, and design guidelines;
- evaluating and recommending improvements to laws, regulations, policies, and programs to encourage clean energy, climate change mitigation and adaptation, smart growth, equity, and regional collaboration;
- convening and facilitating clean energy steering committee meetings, writing and distributing minutes, and holding people accountable;
- expanding local connections to Energy Trust of Oregon services and incentives.

This is an opportunity to work in a dynamic, interdisciplinary, and innovative environment with professionals who are committed to building a more sustainable and equitable future.

6. Describe the skills that you would need in a RARE participant that would serve in the position.
 - Experience with the laws, rules, and regulations regarding energy procurement practices, the Green Communities Act and Global Warming Solutions Act, and other environmental, climate, and renewable energy federal, state, and local regulations and policies;
 - Knowledge and experience in energy efficiency and renewable energy technology;
 - Ability to analyze energy data and identify energy use trends;
 - Ability to convey basic energy topics, issues, and data to a wide variety of audiences;
 - Strong research, writing, analysis, and public presentation skills;
 - Competency and flexibility in public process, facilitation, and collaboration; ability to work with the public and to articulate planning and policy issues to a wide variety of audiences;
 - Strong organizational skills and ability to work effectively with community groups and government officials, especially local elected and appointed officials;
 - Ability to work well independently on projects and programs as well as within a team setting.

Part C: Organization Narrative

1. Describe the organization where the RARE AmeriCorps participant will be working with for the next year.

Describe the sponsoring organization with which the RARE participant will be working.

The Hood River County Planning Department oversees all unincorporated portions of Hood River County outside the City Limits of Hood River and Cascade Locks. Department functions are organized into three categories: 1) public service; 2) development review; and 3) project planning (legislative amendments and special projects). Collectively, the department provides technical assistance and information to the public and local officials, administers the county land use regulations, supports a variety of planning-associated programs, and generates citizen interest, input and participation in the planning process. One of the department’s primary roles is the administration of the Hood River County Zoning Ordinance (HRCZO), where focus is placed on full compliance with state and local laws.

2. Provide a brief background of the community supervisor (the person who will be responsible for coordinating the day-to-day oversight of the RARE participant). Describe the organizational role of the community supervisor and any special circumstances (e.g., the supervisor is a volunteer board member or the supervisor works in a different location or works less than full time).

John Roberts, the Hood River County Planning Director, has been with Hood River County since December 2014. He previously worked in Wasco County, Oregon for 3.5 years as the Planning Director and, prior to that position, in Summit County, Colorado as manager of long range planning for almost a decade. His professional planning work has focused on implementing programs to guide balanced and sustainable growth while maintaining environmental integrity with scenic and recreational opportunities. John is a full-time employee who lives in Hood River.

3. Describe the office where the RARE participant will be located. Please include the following information:
 - a. If other staff members work in the office, please indicate who they are (not by name but by number and role).
The RARE participant will be located within the Hood River County Community Development Office. There are 12 people in the department, but the RARE volunteer’s physical desk will be in a small, private office.
 - b. Please indicate if the office has a ‘public’ interface (i.e., do clients or residents regularly come in for services?)
No, not where the RARE participant’s desk will be located.
 - c. Please describe how safety training will be provided to the member.
The Supervisor / Planning Director will give a safety training, orientation, as well as technical training.
4. Describe expectations in terms of the RARE participant’s specific office hours (e.g., regular 8am-5pm Monday through Friday; 7am-6pm Monday through Thursday; 40 hours a week with flexible hours to accommodate evening meetings and field work, etc.)?

Office Hours are: 8am-5pm Monday through Friday; some evening meetings might be required.

5. Please describe the community in which the person will be working and likely living.

Hood River, Oregon is located in the Columbia River Gorge National Scenic Area at the confluence of the Hood River and the Columbia River. It's an hour from the Portland airport and 45 minutes from Mt Hood. It has a population of about 7,000 people. It's a very desirable place to live given its proximity to outdoor recreation, a wealth of amenities and access to the Portland Metro region. Hood River's economy has traditionally been based on three industries: agriculture, tourism, and sports recreation, but since the late 1990s, high-tech industries, such as aerospace engineering has been growing. Finding housing can be challenging in the summertime, but fall should be much easier.

6. Provide additional information that you believe may be important for someone who is new to your community and/or the state of Oregon that may be important for a potential RARE participant.

In Hood River, there is a community-wide will to create economic opportunities and clean energy solutions that will help protect, preserve and enhance our community. Hood River has a long history in environmental stewardship and much work is currently underway to reduce fossil fuel consumption in our community and block future expansion of fossil fuel projects.

Gorge Owned just completed its second solarize campaign, which resulted in more than 35 rooftop solar installations on homes throughout the Gorge. Next, it will invite businesses to take the GO! Solar Challenge.

The Hood River Middle School is the ONLY net-zero-energy school building in the State and is an educational tool as well as a vital asset to the Hood River School District, which is taking a holistic view of its entire building portfolio and making energy upgrades part of business as usual.

The city of Hood River and the city of The Dalles are working with the Energy Trust of Oregon on a feasibility study to investigate the potential to make the wastewater treatment plant a net-zero energy facility.

The City of Hood River is in the process of installing a 40KW solar project on a Public Works building and the County of Hood River is in the process of installing a 25 KW solar project on a County Health Department building. Both of these projects are using the cooperative ownership model through a partnership with the Oregon Clean Power Cooperative.

Farmers Irrigation District (FID) has been generating clean, green hydropower within their irrigation system for 30 years. Last year, FID invested over \$5 million in an overhaul of one of their power plants to increase efficiency, increase output, and decrease internal costs. This project will ensure that FID is able to continue producing clean power for the next 50 years (at least), which will allow them to continue the expensive work of improving their infrastructure to insulate their growers from the impacts of climate change. FID has invested over \$40 million in infrastructure over the past 30 years, cutting in half the water needed to irrigate the nearly 6,000 acres of farmland within their district.

This is JUST the tip of the iceberg. Many other organizations are working on numerous projects that are utilizing the latest technology and best practices to make our community more resilient in the wake of climate change.

Hood River is already a model community for how to work across state and county lines to achieve great things. But as we look toward our vision of achieving energy independence and improving the quality of life for all residents, we know that we need a dedicated Clean Energy Coordinator/Planner to help Hood River County and the greater Gorge community plan for the future we want to see.

We see this RARE position as the first step in a much longer-term position within the County. Senator Jeff Merkely has agreed to come to Hood River to discuss ways that the Federal Government could help with capacity building that would eventually allow the community to hire a full time Chief Resiliency Officer.

Please summarize the information in Section III using the following table. You may expand the size of existing rows or add additional rows as needed for projects, by unlocking the document. The purpose of this table is to give participants an overview of the placement description. This table will be attached to your community contract (signed at the beginning of the participant’s term of service). Please use sufficient detail to explain your projects (i.e., if a participant were solely looking at this table, they would understand the scope of work for this placement). Add more rows if necessary.

Project	Need Being Addressed	Major Activities & Tasks to be Performed	Skills, Ability & Knowledge Needed	Expected Outcomes and/or Deliverables	% of time
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<p>Working on the development of an energy plan for the County of Hood River.</p>	<p>Building community capacity. The Hood River Energy Plan would be intended to boost efforts and infuse additional initiatives into the community to reduce energy consumption. The Energy would serve as blueprint to focus and guide local agencies (county, port districts, school districts, etc.) and the private sector in their joint efforts to toward achieving a defined community energy vision.</p>	<p>The RARE participant would work with a group of stakeholders to: Develop and analyze energy use baselines and inventories; - Convene a Clean Energy Working Group to assist with the development of a strategic planning document (i.e., Clean Energy Plan). - Develop a Clean Energy Plan to articulate community energy goals (i.e., goals for GHG and fossil fuel reductions; adaptation strategies). - Develop strategies, actions, targets, and timelines within the plan to meet those goals. - Identify resources to meet and sustain strategies.</p>	<ul style="list-style-type: none"> • Knowledge and experience in energy efficiency and renewable energy technology; • Ability to analyze energy data and identify energy use trends; • Ability to convey basic energy topics, issues, and data to a wide variety of audiences; • Strong research, writing, analysis, and public presentation skills; • Competency and flexibility in public process, facilitation, and collaboration; ability to work with the public and to articulate planning and policy issues to a wide variety of audiences; • Strong organizational skills and ability to work effectively with community groups and government officials, especially local elected officials and appointed officials. 	<p>Hood River Clean Energy Plan that's ready for agency board approval/adoption.</p>	<p>65</p>
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<p>Assisting with the implementation of energy efficiency and renewable energy strategies (the “low-hanging fruit”).</p>	<p>Building community capacity. Strategies might include an LED replacement program in public buildings and street lighting, a fuel-efficient fleet replacement plan for publicly owned vehicles, installing solar panels on publicly owned buildings and investigating renewable energy projects at publicly owned buildings.</p>	<p>The RARE participant would assist with prioritizing and then researching the feasibility of clean energy technologies, including potential barriers, funding opportunities and implementation strategies.</p>	<ul style="list-style-type: none"> • Knowledge and experience in energy efficiency and renewable energy technology; • Strong organizational skills and ability to work effectively with community groups and government officials, especially local elected officials and appointed officials. • Strong research, writing, analysis, and public presentation skills; 	<p>A least two energy efficiency and/or renewable energy projects that would not have otherwise happened due to lack of capacity are underway.</p>	<p>25</p>
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<p>Research opportunities for energy efficiency and renewables in affordable housing projects</p>	<p>Building community capacity. The county and city of Hood River are working with Mid-Columbia Housing Authority to increase opportunities for affordable housing. We are committed to looking for opportunities to reduce utility costs for renters through energy efficiency and renewables.</p>	<p>The participant would assist with researching funding sources and technologies for energy efficiency and renewable energy projects within existing and new affordable housing projects</p>	<ul style="list-style-type: none"> • Knowledge and experience in energy efficiency and renewable energy technology; • Strong organizational skills and ability to work effectively with community groups and government officials, especially local elected officials and appointed officials. • Strong research, writing, analysis, and public presentation skills; • Ability to work independently. 	<p>The city and county have a list of grant opportunities for which they can apply to support clean energy solutions in low-income housing in partnership with the Mid-Columbia Housing Authority.</p>	<p>10</p>
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We have listed the essential functions as a RARE participant. Please list any essential functions of your placement, not listed below. This may include skills as well as requirements such as passing a drug test, owning their own car, etc.

Essential Functions

The member must be able to fulfill the following essential functions:

- Complete a minimum of 1700 of service within 11 months;
- Represent the RARE program, their community organizations and themselves well by behaving professionally and following the dress code and standards of conduct of their sponsoring organization;
- Travel to and participate in required RARE trainings, including Orientation, October training, the Making Connections Conference, and the End of the Year Event;
- Create and submit a work plan, with the support and approval of the community supervisor, that accurately reflects the member's on-site duties and deliverables;
- Complete monthly service reports and quarterly assessments in a timely manner;
- Seek technical assistance and support whenever needed, from community resources, RARE/CSC staff, or from the University outlined both the in the scope of work and in the member work plan;
- Complete specified work products as described in scope of work and work plan.
- Attending the October Making Energy Work for Rural Oregon Fall Symposium in Roseburg, Oregon.

The RARE participant might have to have their own car. We are looking into whether or not the RARE intern would be eligible to use a county-owned car for travel.

The County will provide a computer and phone for the RARE intern, but the intern is welcome to use his/her own laptop and phone.

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Commission Memo

Prepared by: Genevieve Scholl
Date: September 6, 2016
Re: 2016 GORGE Junior Sailing Program



Jaime Mack will give a presentation and report on the 2016 Gorge Junior Sailing Program.

RECOMMENDATION: Informational.

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Executive Director's Report

September 6, 2016

Staff & Administrative

- The Port/Commission schedule for September is attached.
- I will meet with new County Administrator Jeff Hecksel on September 7.
- One of our full time toll staff will be leaving for another position with the School District. We will seek internal applications from part time toll staff to fill this position.

Recreation/Marina

- Pacific Power has now completed installation of the new power supply system to the Marina, DMV Building, County Museum and Yacht Club/Restroom Building. The next phase will be removal of the transformer on Marina Green by Pacific Power, removal of the chain link fence by Port staff, and relocation of the phone outlet by Century Link. These steps will take several weeks. There have been many challenges with this project and our Facilities staff has worked very hard to complete it well.
- Efforts continue to determine the cause of the GFCI trips to the electrical system for C Dock North. We continued testing in groups of nine slips at a time through September 1, then restored power to all slips at 5:00 p.m. on that day in anticipation of the holiday weekend. As of Friday afternoon, the power was still holding. Staff has also contacted Eaton, the panel manufacturer.
- The M/Y Pastime has returned to the Commercial Dock.
- Due to invocation of tribal fishing rights at The Dalles, The American Pride and Queen of the West have requested additional landings in Hood River over the next two weeks.
- A very satisfying ribbon cutting event was held on August 31 to celebrate completion of the continuous, paved waterfront path. Thanks to Commissioner McBride for the idea and for speaking, and to Liz Whitmore for organizing the event.

Development/Property

- The on-site utility work for the Lower Mill Project is complete. A Change Order request is the subject of Commission action.
- A&E Heating completed the installation of the HVAC system at the Halyard Building. Controls and testing will be completed later this month.
- According to Ben Sheppard, their project is on schedule for an early spring completion. As you may have seen, the structure of the metal building is up as well as the masonry

for the store building. The week of August 29, the 6 week framing portion commenced for the main store and the roof of the metal building. They hope to have the structure closed in by November in advance of fall weather. If any Commissioner would like a walk through, please contact me to schedule.

- The contractor for the pathway on the east side of the Naito Hotel contacted staff and suggested an extended 5-year warranty for the concrete. This seems to be a reasonable approach to resolve the improper concrete depth issue but it would be dependent on the terms of the warranty and agreement from Naito. Jerry is drafting warranty language for possible presentation to the parties next week.
- Anne toured three “co-working” spaces in Portland last week. There appears to be a need for this format in Hood River. This approach may be appropriate for the Wasco Building space recently vacated by MCCOG—a space currently working as executive suites, but co-working may be a better fit for the building and community.

Airport

- Anne continues to work with Tac-Aero and Port legal counsel on a draft MOU regarding the North Ramp development project.
- The Port will have a booth at the Hood River Fly-in September 10-11th. We will outline the future proposed development plans and changes in service offerings. Anne sent out a letter announcing Tac-Aero as the FBO and the receipt of the Connect VI grant along with tickets to the event to every airport tenant last week.
- The maintenance department is working through many of the outstanding tasks left on the maintenance list from a full summer of bridge and parks work. They are doing a great job with winter preparations as well.
- Dale Harris was nominated as the new Airport Advisory Committee (AAC) Chair at the AAC meeting on August 31st, replacing Jeremy Young who finished out his term. Staff will clarify all AAC positions for the Commission in October.
- Staff continues to seek URA funds to support utility work for the North Ramp project. Among other issues, it appears the County will need assurances that the Port would cover debt service if the FBO project private investment does not occur.
- The Oregon Transportation Commission approved the final list of Connect VI projects on August 16. We have submitted a modified schedule to ODOT due to an increased permitting timeline.

Bridge/Transportation

- We have submitted comments on the draft Signage Plan to DKS Associates and they are working on final changes.
- Stafford Bandlow Engineers will return on September 7 to carry out additional improvements to the lift span monitoring and control systems. Several lifts will be required on the 7th and 8th with up to 20-minute traffic delays.

- Also on September 7th, new cameras will be installed in the Toll Plaza, scheduled to take advantage of traffic interruptions associated with the lift span. Also scheduled to occur at this time, Union Pacific representatives will assess damage to the bridge deck based on the damage claim staff submitted after the Mosier oil train incident. In addition, ODOT announced single closures of I-84 lanes and Exit #63 ramps on the same day to carry out repairs to the I-84 Hood River Bridge.
- Bridge deck welding will occur during the week of September 12. We will utilize Bulldog Welding to augment Port staff.
- Genevieve and I had a positive meeting with representatives of ODOT Region 1, Rep. Johnson and Dan Bates of Thorn Run to discuss collaboration on bridge replacement efforts. Steve Siegel and I met with Kris Strickler, SW Region Manager for WADOT on September 1.

SEPTEMBER 2016

Commission Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																																																
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4 CGWA Swap Meet Jenson Lot	5 Labor Day OFFICE CLOSED Event Site Booth open (last day)	6 Commission Mtg 5pm Queen of the West	7 Equip install on bridge 9a-3p w/delays for full lane closures	8 Equip install on bridge	9 Annual Fly In (Port/TacAero booth)	10 Annual Fly In (Port/TacAero booth)																																																																																																																
11 Annual Fly In (Port/TacAero booth)	12 URA Board Welding on Bridge all week w/pothole repair (WA) 9a-3p single lane closures	13 Queen of the West Welding on Bridge all week w/pothole repair (WA) 9a-3p single lane closures	14 Welding on Bridge all week w/pothole repair (WA) 9a-3p single lane closures	15 Welding on Bridge all week w/pothole repair (WA) 9a-3p single lane closures	16 Finance conference (Kowell, Child, Lerner) Welding on Bridge all week w/pothole repair (WA) 9a-3p single lane closures	17 Picnic Shelter resv.																																																																																																																
18	19 KIHR Radio, 8am Queen of the West	20 Commission Mtg 5pm Legislative Days: Salem (to be confirmed)	21 Legislative Days: Salem Sea Bird	22 Marina Comm 8am Legislative Days: Salem Sea Lion	23 Picnic Shelter resv.	24																																																																																																																
25 Queen of the West	26	27	28 OneGorge, 3pm (Location TBD) Sea Bird	29 OPPA Conference (McElwee) Sea Lion	30 OPPA Conference (McElwee)																																																																																																																	
<p>Notes: PNWA Annual Conference Oct 12-14 Vancouver WA</p>																																																																																																																						
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Commission Memo



Prepared by: Fred Kowell
Date: September 6, 2016
Re: Resolution No. 2016-17-1 Airport Access Policy

The Port has always aligned Airport access policies with the FAA guidelines. In 2015, the Port rescinded its earlier airport access policy and approved two Through-the-Fence agreements. The attached new Airport Access Policy will align the current FAA guidelines that are in place with our existing Residential Through-the-Fence Agreements and any future agreements that might come forth.

RECOMMENDATION: Approve Port Resolution No. 2016-17-1, Port Airport Access Policy.

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PORT OF HOOD RIVER

RESOLUTION No. 2016-17-1

ADOPTING AIRPORT ACCESS POLICY

WHEREAS, The Port of Hood River (“Port”) owns and manages the Ken Jernstedt Airfield (“Airport”); and

WHEREAS, in 2012 Congress passed a law (P.L. 112-95, “Act”) that authorizes general aviation airport sponsors , such as the Port, to allow aircraft owners who are adjacent property owners to the Airport, to enter into a residential through the fence agreement for direct airport access, and the Federal Aviation Agency (“FAA”) has adopted policies consistent with the Act; and

WHEREAS, the Port Airport Access Policy is consistent with the Act; now, therefore

BE IT RESOLVED that the Port hereby approves the September 6, 2016 Airport Access Policy.

ADOPTED BY THE BOARD OF COMMISSIONERS this 6th day of September 2016.

President – Brian Shortt

Vice President – Fred Duckwall

Secretary – Jon Davies

Treasurer – Rich McBride

Commissioner – Hoby Streich

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PORT OF HOOD RIVER
AIRPORT ACCESS POLICY
KEN JERNSTEDT AIRFIELD
Adopted September 6, 2016

INTRODUCTION

The Ken Jernstedt Airfield (Airport) is owned and has been operated by the Port of Hood River (Port) since 1976. The Port is a special district in the State of Oregon and operates under ORS Chapter 777 and other state and federal laws. The Port's mission is promoting economic development and a high quality of life in the Columbia Gorge Region. The Airport is a public facility and supports agriculture, tourism, recreation, economic development and aviation training in the Hood River Valley. The Federal Aviation Administration (FAA) provides significant capital funding for the Airport.

To insure continued financial support and consistency with its policies, the FAA has directed the Port to adopt a policy that clearly describes and limits the circumstances upon which private property owners residing on property zoned as residential may access the Airport. The Port's Airport Master Plan describes current access points to the airport.

I. AIRPORT ACCESS

A. Residential

1. Access to the Airport from a property zoned as residential must follow the FAA guidelines for Residential Through-the- Fence (RTTF) outlined in (78 Fed. Reg. 2013-16917; July 16, 2013). Compliance guidance can be found under (CGL) 2013-01, *FAA Review of Existing and Proposed Residential Through-the-Fence Access Agreements*. The Port is not required to submit an access plan but are required to submit a copy of the RTTF with the FAA. The RTTF agreement must meet the terms and conditions contained in the law to the maximum extent possible. The law requires that all RTTF property owners must:
 - a. The property owner must possess a current pilot license;
 - b. The property owner executes a Residential Through The Fence Access Agreement prepared by the Port and approved by the Port Commission;
 - c. The term will be for five years with a possibility of renewal based upon the Port's discretion.
 - d. Specific aircraft associated with the property are identified and are registered with the Port.
 - e. The property owner aircraft liability insurance satisfactory to the Port.
 - f. The property owner will pay to the Port charges comparable fees charged to other airport tenants and operators making similar use of the airport. Currently, this is the equivalent of a monthly tie

down rate. However the Port may change at its discretion another comparable fee.

- g. The property owner must pay the costs to build and maintain any infrastructure necessary to provide access to the airfield from their residential property adjacent to the airfield;
- h. The property owner must maintain the property for residential, noncommercial, use for the life of the agreement;
- i. The property owner must adhere to the distance and height restrictions of any structure on their property from the center line of the runway to the property as outlined in the FAA guidelines above;
- j. Any infrastructure or structure must be approved by the Port;
- k. The property owner will prohibit others from accessing the airport from their property; and
- l. The property owner is prohibited from refueling on the property, except when refueling their own aircraft;
- m. Commercial use of the access is prohibited.

B. Commercial

1. Access to the Airport from a commercial business will be permitted only if the property is zoned for commercial or industrial use and the Port determines such access is consistent with FAA regulations. The Port will seek advice from the FAA in interpreting any commercial access conditions.

C. Existing Easement Access

1. Notwithstanding the access restrictions stated above, direct access is allowed from the north side of the Airport under the provisions of the September 14, 1994 Easement between the Port of Hood River and Terry E. Brandt, recorded in Hood River County official records in 1995 as instrument # 95026.

II. ENFORCEMENT

A. Ordinance

1. Port Ordinance 23, dated May 24, 2011 describes Airport conduct, access restrictions and specific enforcement mechanisms.

Commission Memo



Prepared by: Anne Medenbach
Date: September 6, 2016
Re: Through The Fence Agreement - O'Donnell

Timothy O'Donnell has applied for a Through the Fence Agreement (TTF). He lives on the border of the south side of the Airport. He is a pilot and glider pilot and would like to be able to access the Airport. He is next door to Bill Veatch and Jeremy Young, both of whom have Residential TTF Agreements.

Mr. O'Donnell can meet all of the requirements outlined in the attached TTF agreement and would like to move forward.

RECOMMENDATION: Approve Residential Through the Fence Agreement with Tim O'Donnell.

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Residential Through the Fence Agreement

This Airport Access Agreement (“Agreement”) is made and entered into this the ___ day of _____, 2016, by and between the PORT OF HOOD RIVER, a State of Oregon special district (“Owner” or “Port”), Timothy J. O’Donnell (“User”), who owns property located at:

*1704 Orchard Road
2N10E11A lot 1900
Hood River, OR 97031 (“Property”)*

This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS, Port is the owner and operator of the Ken Jernstedt Airfield, located in the County of Hood River, State of Oregon (“Airport”), with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of ORS 777.210 (6) and ORS 777.258, among other federal, state, and local laws, rules and regulations; and

WHEREAS, User owns real property immediately adjacent to the physical property of the Airport; and

WHEREAS, User seeks the right to taxi aircraft from User’s Property “through-the-fence” to the Airport property and to its runway and taxiway system; and

WHEREAS, the parties desire to enter into this Agreement to comply with the FAA Modernization and Reform Act of 2012 (P.L. 112-95) section 136 that permits general aviation airport sponsors to enter into residential through-the-fence agreements with property owners or associations representing property owners provided these agreements comply with certain conditions set forth in this Agreement;

Now, therefore and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:

ARTICLE I – PROPERTY WITH RIGHT OF ACCESS

The property with the legal right of access is located in Hood River County. The tax map lot and number are: *2N10E11A lot 1900*

ARTICLE II – TERM OF AGREEMENT

The term of this Agreement shall commence on the date of this Agreement entered above, and shall continue for a five year period or 60 months. The Port may choose to extend this Agreement or enter into a similar agreement prior to the Agreement expiration date, in the Port’s sole discretion. This Agreement is non-transferable. This Agreement does

not run with the User's land. Any change of ownership of the Property with right of access will void this Agreement.

ARTICLE III – PROHIBITIONS

1. **No Commercial Aeronautical Uses:** User shall not engage in, nor permit any other person or entity to engage in, any temporary or permanent commercial aeronautical activity on User's Property. This prohibition includes but is not limited to any activity or service for compensation, exchange, trading, buying, selling or hire or any other revenue production activity whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations.
2. **Sale of Aviation Fuels Prohibited:** User shall not sell, nor permit any other person or entity to sell aviation fuels on User's Property.
3. **Prohibitions and Restrictions on Access:** User is specifically prohibited from granting or selling any access to/egress from the Airport through User's Property to any other parties. This restriction also includes User taking reasonable precautions acceptable to Owner to prevent the accidental access to the Airport by vehicles, pedestrians, pets, etc.

ARTICLE IV – ACCESS REQUIREMENTS

User agrees to:

1. Possess a current pilot license during the term of this Agreement, a copy of which must be provided to the Port with this Agreement and when requested.
2. User's aircraft must have a valid FAA "N" number. That number must be provided to the Port with this Agreement and when requested.
3. User shall provide the Port with a Certificate of Insurance for Airport Premises Liability with the following coverage provided: minimum limits of \$1,000,000 CSL (combined single limit). The policy shall be issued in the name of User and name the Port of Hood River as Additional Insured, with the right to receive at least 30 days prior written notice of insurance cancellation and notice of renewal. Failure to provide or keep in force such insurance shall be a default and is cause for termination of the Agreement.

ARTICLE V-ACCESS FEE TO OWNER

User agrees to pay an access fee to Owner as described below:

1. **Owner's Basis for Access Fee:** User's access fee is based on the monthly tie-down rate charged to Airport tenants using the Airport south apron area. User's access fee is subject to annual adjustments by Owner when Airport tie down fees are changed.
2. **User's Access Fee:** Based upon the current Airport tie down rate User's current access fee payable to Owner is \$35.00/month or \$420.00/year. User's access fee may be paid in advance on the 1st of each month, or in advance annually for the succeeding twelve months, or at the end of the term if less than twelve months remains payable through the remainder of the term. User's access fee will be increased by Owner based on annual fee adjustments made to Airport tie down rates throughout the term of this Agreement. Owner will notify User of increases in User's access fee when Airport tie down rates change.
3. **Payment:** All payments required to be made by User under this Agreement shall be

made payable to the Port of Hood River, and shall be delivered or mailed to the address below:
4.

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

5. Penalty for Late Payment: Owner will assess a late penalty of \$10 for every day User fails to remit payment after the payment due date described above.

ARTICLE VI - CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

It is understood and agreed that User shall construct and install all private-use infrastructure, required and acceptable to Owner, or if in Owner's discretion Owner chooses to construct or install any private use infrastructure for User's access to the Airport, Owner shall notify User and upon Owner's completion of such construction or installation User shall promptly reimburse Owner for all Owner's costs. All required private-use infrastructure such as taxiway, fence, sign(s), taxiway lights, gates, security controls, etc., shall be listed and depicted in an Exhibit to this Agreement, and be coordinated and scheduled by the Port in cooperation with User. Accordingly, User covenants and agrees as follows:

1. Construction and Maintenance: All construction on Owner's property or User's property must be approved by Owner 90 days prior to the commencement of construction. During the term of this Agreement User shall also be solely responsible for all maintenance of said private-use infrastructure at User's cost and shall at all times maintain it in good repair.
2. Construction Costs: Notwithstanding anything herein contained to the contrary, User expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.) required by Owner. These costs are in addition to the access fees described above.

ARTICLE VII – AGREEMENT IS SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES, AND FEDERAL OBLIGATIONS.

This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between Owner and the United States Government, or to any order issued by the United States Government, or to any grant assurances affecting Owner or the Airport, or to any Airport or Owner Federal obligations.

User agrees to abide by Owner's Airport rules and regulations in effect as of the date of this Agreement and as may be adopted or amended from time to time. When entering onto the Airport User will use a radio to confirm current Airport activities, use 360 degree visual observation, and make a radio announcement before entering the Airport area to proceed with flight run-up procedures.

User for himself, his heirs, personal representatives, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Property or Airport for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, User shall maintain and operate such facilities and services in

compliance with all other requirements imposed pursuant to 29 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

ARTICLE VIII - TERMINATION OF AGREEMENT

1. Events of Default by User: Owner, at its option, may declare this Agreement terminated in its entirety if User breaches any condition of this Agreement, including upon the happening of any one or more of the following events, and may exercise all rights related to the termination of this Agreement:

- a. The User access fees described in Article V, or any part thereof, are unpaid for 30 days, or
- b. If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign User's interest herein without the prior written consent of Owner; or
- c. If User shall use or permit the use of the User's premises at any time for any purpose which is not authorized by this Agreement, or if User shall use or permit the use thereof in violation of any law, rule or regulation, (including DOT or Airport rules and regulations), to which the User has agreed to conform.
- d. User fails to comply with any term or condition of this Agreement.
- e. User fails to follow standard operating procedures when accessing the taxiway and is deemed by the Airport Advisory Committee to be piloting in an unsafe manner.

2. Notice of Default: If User shall default in the performance of any provision of this Agreement (except the payment of fees), then Owner shall send to User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.

- a. If User shall fail to timely cure and remedy such default, Owner shall have the right to declare, by written notice to User, that User is in default, and to use all remedies available to Owner under this Agreement. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not be effective if User commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.

b. Termination of this Agreement for non-payment of fees to Owner by User shall not become effective until after the expiration of fifteen (15) days after written notice thereof by Owner to User and User fails to pay all moneys owed, fully within said period.

ARTICLE VIII – NOTICES

Notice/Addresses: All notices, requests, or other communications, required or permitted to be given hereunder shall be in writing and delivered by via certified or registered mail, addressed to the appropriate party at its address as follows:

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

Name:
_____,
Hood River, OR, 97031

Dated: _____

IN WITNESS WHEREOF, the parties have executed this Agreement.

User:
By: _____

Owner: Port of Hood River
By: _____
Michael McElwee
Its: Executive Director

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Commission Memo



Prepared by: Michael McElwee
Date: September 6, 2016
Re: Lift Span Engineering & Assessment
Stafford Bandlow Contract Amendment No. 1

At the June 14, 2016 meeting, the Commission authorized a contract with Stafford Bandlow Engineering, Inc. (SBE) to engineer repairs to the skew monitoring system and restore basic operability to the lift span. Those repairs are now complete and the span is operational.

SBE recommends installation and/or commissioning of additional bridge protective devices and mechanical and electrical testing to verify proper lift span functionality and balance condition. This work is important to provide the highest level of assurance that the lift span is functioning properly and safely in the future.

RECOMMENDATION: Ratify Contract Amendment No. 1 with Stafford Bandlow Engineering, Inc. for lift span engineering services not to exceed \$54,795 plus reasonable reimbursable expenses.

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**AMENDMENT NO. 1
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 1 to the Personal Services Contract ("Contract") is entered into this **1st day of September, 2016** by and between Stafford Bandlow Engineering, Inc. ("Contractor") a Pennsylvania corporation and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated July 20, 2016 for mechanical and electrical engineering services to be provided by Contractor associated with the Hood River Bridge("Project"); and

WHEREAS, the Port desires that additional engineering services by Contractor as described in the Scope of Work attached as **Exhibit 'A'**

WHEREAS, all terms used in this Amendment No. 1 have the meaning given to them in the Contract, as amended hereby, unless otherwise defined herein.

NOW THEREFORE, Port and Contractor agree to carry out the additional services for an amount not to exceed **\$54,795** for a total contract amount not to exceed **\$94,795** plus reasonable reimbursable expenses.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed the day and year first above written.

Stafford Bandlow Engineering, Inc.

PORT OF HOOD RIVER

Paul Bandlow, P.E.
President
800 Hyde Park
Doylestown, PA 18902
(215) 340-5830

Michael S. McElwee
Executive Director
1000 E. Port Marina Drive
Hood River OR 97031
(541) 386-1645
porthr@gorge.net

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EXHIBIT A
Port of Hood River
Hood River Bridge to Return to Operational Condition
Stafford Bandlow Engineering
Additional Engineering Services

Introduction

The Hood River/White Salmon Interstate Bridge has been out of service since November of 2015 due to bridge control system issues and damage to the bridge caused by a failure which occurred during operation.

Stafford Bandlow Engineering, Inc. (SBE) was hired by the Port of Hood River to verify the mechanical integrity of the bridge for operation and electrically modify the bridge control system to enable the bridge to be operated safely and reliably.

Following a cursory mechanical inspection and modifications to the bridge control system the bridge was successfully returned to operation and tested on August 10th and 11th, 2016.

Although the testing was successful, a number of the proposed additional bridge protective devices were not completely installed or commissioned. It is the intent to complete this work from September 6th thru September 8th, 2016. Additionally, at this same time, baseline mechanical and electrical testing will be performed to verify that the bridge is operating within its rating and determine its balance condition.

SBE will also perform a limited mechanical inspection of the bridge and provide recommendations to ensure the long term integrity of the mechanical operating system.

SBE has been further tasked with providing an Operations and Maintenance Manual for the bridge.

The following describes the Stafford Bandlow Engineering Inc. scope of services for the additional work.

Control System Modifications and Testing

1. Commission the installed over skew protective device. This task includes calibrating the inclinometer both statically and dynamically with the bridge operating.
2. Install and test the under current circuitry which is being added to prevent single tower motor operation.
3. Commission the modified control system to prove the accuracy and response time of the skew monitor and over skew device, under current drive protection and safeguards to ensure that under skew conditions the operator cannot cause a catastrophic failure.

Mechanical and Electrical Baseline Testing

1. Install strain gages at each tower machinery cross shaft location to record the torque provided by the span drive machinery during operation of the bridge.
2. Install electrical power recorders on each drive motor to record the electrical operating characteristics of each motor and confirm that the motors are sharing load and are operating within their ratings.
3. Perform the baseline testing on 09/07/16 and 09/08/16 and gather all mechanical and electrical data to perform an analysis of the bridge operating characteristics and prepare a test report.
4. Attempt to operate the lift span to the full lift height with coordination from the maintenance staff.

Mechanical Inspection, Analysis and Evaluation

1. Inspect the accessible span and counterweight guide rails through the range of bridge operation.
2. Cursory inspection of the counterweight ropes for signs of distress. Note that the inspection is limited to the areas of the wire ropes that are accessible via maintenance platforms. No special methods will be utilized to gain additional access.
3. Cursory inspection of the span drive machinery during operation.
4. Analyze the strain gage readings taken during the baseline testing to determine the balance condition of the span.
5. Evaluate the capacity of the wire ropes vs. AASHTO requirements.
6. Perform fatigue analysis for the trunnion shafts to determine if fatigue is a concern. Fatigue calculations will be based on information available on existing drawings and field observations.
7. Prepare a report to document findings of the inspection and provide recommendations including further recommendations for further inspection as warranted for the bridge machinery to provide long term service.
8. Provide a lube chart for the bridge machinery. Lube chart shall include type of lube, frequency of application and method of application.

Operation Manual

1. Prepare and provide an Operation and Maintenance Manual for the bridge.

Compensation

The Port shall pay fees to the Consultant for Services performed under the terms of this Amendment 1 to the Personal Services Contract an amount not to exceed \$54,795 ("Compensation"), unless otherwise approved by the Port. The Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant ("Reimbursable Expenses").

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

Commission Memo



Prepared by: Anne Medenbach
Date: September 6, 2016
Re: Beam Excavating, Change Order #2

Beam Excavating, Inc. ("Beam") has completed the Lower Mill utilities installation work. The utility companies have all signed off on the installation. Port staff and the engineer are ready to issue a Notice of Final Completion. Beam has done a great job and was able to respond to on-the-ground conditions and unexpected utility company requirement changes.

The cause of the majority of the change orders are the conditions on the ground being different than what was anticipated as the utility companies did not have proper as-builts. The water line had to be moved from its original location because its location was unverifiable before work began. We also had some small changes to the sewer line location and gas line specifications.

Vista GeoEnvironmental was the engineer on this project and helped with the quality control and responses and negotiations about these requirement changes. This change order equates to a 6% increase to the project total.

RECOMMENDATION: Approve Change Order #2 with Beam Excavating, Inc. in the amount of \$13,486 for the Lower Mill utility installation project.

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Date: <u>9/6/2016</u>	PORT OF HOOD RIVER	Change Order Number <u>2</u>
CHANGE ORDER		
<input checked="" type="checkbox"/> Ordered by Engineer under terms of the Contract <input checked="" type="checkbox"/> Change proposed by Contractor	Contract No. _____ CRP No.: _____ Project Title <u>Lower Mill On-site utilities</u>	

TO: Beam Excavating Inc.

(Contractor Name and Address)

You are hereby required to comply with the following changes from the contract plans and specifications:

This work will not extend contracted working days.

DESCRIPTION OF CHANGES	Decrease in Contract Price	Increase in Contract Price
DEDUCTS		
Bid Item # Description		
4 Remove and reinstall existing fence	-\$3,600.00	
23 Furnish and place 1 1/2" gate valve and box meter	-\$2,000.00	
24 Furnish and place 1 1/2" Type K Copper Tubing	-\$5,400.00	
19 Water line easement reduction	-\$1,400.00	
ADDS		
1 Re-route east side fire line		\$7,371.00
2 Gas line-over excavate 330 feet		\$4,950.00
3 Gas sand 254 ton		\$4,876.00
4 Trucking and haul 145 yards, 18 loads, \$5 per ton		\$1,270.00
5 3 days lost time due to water line \$675 per day		\$2,025.00
6 Culvert under east side apron \$40 per foot 60 feet		\$2,400.00
7 Additional 4" sewer lateral		\$1,000.00
8 Additional 4" clean out		\$1,000.00
9 Additional reducer for hydrant		\$294.00
10 Fire Hydrant extension, materials only		\$700.00
TOTAL	\$ (12,400.00)	\$25,886.00

Original Contract Amount	Current Contract Amount	Est. Net Change This Order	Est. Total After This Change
\$218,468.12	\$218,468.12	\$13,486.00	\$231,954.12

The time for completion shall be:

(increased) (decreased) (not changed) by _____ working days.

ACCEPTED  Date 9-1-16
 (Contractor)
 _____ Date _____
 (Surety, when required)

<input checked="" type="checkbox"/> APPROVAL RECOMMENDED <input type="checkbox"/> APPROVED _____ Project Manager _____ Date	APPROVED _____ Executive Director _____ Date
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Commission Memo



Prepared by: Brian Shortt
Fred Duckwall
Date: September 6, 2016
Re: Executive Director Contract

In our capacity as the Port's Personnel Committee, Vice-President Duckwall and I discussed the employment contract of Executive Director Michael McElwee. This is a normal step following the Executive Director's annual performance review.

Based on his performance in FY 15/16 and expectations going forward, we each recommend that the Executive Director's contract be amended to provide a 5% salary increase in FY 16/17.

The proposed contract amendment will be provided at the meeting.

RECOMMENDATION: Authorize Amendment No. 8 to the Employment Agreement between the Port of Hood River and the Executive Director.

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