



**PORT OF HOOD RIVER COMMISSION**  
**MEETING AGENDA**  
**Tuesday, September 11, 2018**  
**Marina Center Boardroom**

---

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

1. Call to Order
    - a. Modifications, Additions to Agenda
  2. **Open Public Hearing for Second Reading of Port Ordinance 23-2018, Governing Conduct at the Ken Jernstedt Airfield and Replacing Ordinance 23** (*Anne Medenbach – Page 3*)
    - a) Authorize reading of Ordinance by Title Only
  3. Public Comment (5 minutes per person per subject; 30-minute limit)
  4. Consent Agenda
    - a. Approve Minutes of August 21, 2018 Real Estate Analysis Work Session and Regular Session (*Jana Scoggins – Page 23*)
    - b. Approve Accounts Payable to Jaques Sharp and Schwabe Williamson Wyatt for a Total Amount of \$4,367.00 (*Fred Kowell – Page 29*)
  5. Reports, Presentations and Discussion Items
    - a. Airport Master Plan and Development Update (*Anne Medenbach – Page 35*)
    - b. Security Camera System Demo (*Fred Kowell – Page 43*)
    - c. Bridge Replacement Project Update (*Kevin Greenwood – Page 45*)
  6. Director's Report (*Michael McElwee – Page 57*)
  7. Commissioner, Committee Reports
  8. Action Items
    - a. Adopt Ordinance 23-2018 Governing Conduct at the Ken Jernstedt Airfield and Replacing Ordinance 23 - (*Anne Medenbach – Page 71*)
    - b. Approve Minimum Standards at the Ken Jernstedt Airfield (*Anne Medenbach – Page 73*)
    - c. Appoint Airport Advisory Committee Members to Fill Two Vacant Positions (*Anne Medenbach – Page 87*)
    - d. Approve Amendment No. 1 to Contract with P-Square for Programming and Oversight of DMV Interface Not to Exceed \$33,000 (*Fred Kowell - Page 93*)
    - e. Approve Contract with Stantec for Traffic Analysis Services Related to Bridge Replacement Not to Exceed \$25,000 (*Kevin Greenwood – Page 97*)
    - f. Approve Contract with PFM Financial for Municipal Financial Services (*Fred Kowell – Page 117*)
    - g. Authorize Contract with MCEDD for Truck Parking Analysis Not to Exceed \$2,000 (*Michael McElwee – Page 131*)
    - h. Approve Executive Director Work Plan for 2018-19 (*Michael McElwee – Page 141*)
  9. Commission Call
- 
10. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Consideration of Information or Records That Are Exempt by Law from Public Inspection.
  11. Possible Action
  12. Adjourn

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

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

# Commission Memo



Prepared by: Anne Medenbach  
Date: September 11, 2018  
Re: Ordinance 23-2018 Second Reading

---

This is the second of two public hearings and the second reading of Port Ordinance 23-2018. The first hearing and reading took place during the August 21 meeting.

The Port of Hood River implemented Ordinance 23 in 2011. The purpose of the ordinance was to clearly define correct procedures for access and operations (take offs and landings) at the Ken Jernstedt Airfield. The ordinance formalizes the Port's authority to act should an airport user carry out access or operations procedures incorrectly. Ordinance 23 requires updating for the following reasons:

- a. The glider operation area has moved.
- b. The 2013 runway shift project in addition to other physical airport changes require an update to the Ordinance exhibits.
- c. Clarification was needed to general definitions to include current airport conditions and planning as well to minimize redundancy.
- d. Further definition of Minimum Standards is needed.

The Airport Advisory Committee and the Fixed Base Operator have both reviewed and provided input on the new draft ordinance.

As airport operations grow and land is further developed, it is staff's opinion that the Port will see an increase in the diverse types of businesses wanting to operate on the airport. To ensure safety and efficiency as well as clarity for those potential new and current users, this update to Ordinance 23 and the imposition of new Minimum Standards is timely.

Approval of the Ordinance and Minimum Standards are action items for tonight's meeting. If approved, updates to lease agreements, concession agreements and the FBO agreement can occur in a cohesive manner.

**RECOMMENDATION:** Discussion.

This page intentionally left blank.

**ORDINANCE NO. 23 - 2018**

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

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

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

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

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

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

a. **"Alternative Grass Landing Area" or "AGLA"** means the grass area at the east end of the Airport and parallel to Runway 7/25 intended to accommodate aircraft landings. The AGLA is an alternative landing area but an integral part of Runway 7/25. The AGLA is shown on Exhibit 'A' attached hereto and incorporated herein by reference.

b. **"AGLA Procedures"** means Federal Aviation Administration approved rules that establish use of the AGLA, stated in Exhibit 'C', attached hereto and incorporated herein by reference.

c. **"Aircraft"** means any device that can be used for human flight, other than Ultralight vehicles as defined in Federal Aviation Regulation§ 103.

d. **"Airfield"** means any runway, taxi-way and area between a runway and taxi-way, and includes areas extending westerly and easterly beyond any runway and taxi-way, and all other areas used for "aviation activity" as defined below including within the Airport "Runway Protection Zone", as defined by the Federal Aviation Administration.

e. **"Airport"** means all real property owned or controlled by the Port that constitutes the area commonly known as the Ken Jernstedt Airfield, a public general aviation airport in Hood River County, bounded on the west by Tucker Road and on the east by vacated Orchard Road. To the North by Western Antique Aviation Auto Museum land and to the South by Airport Drive and private land, as shown on Exhibit 'A' attached hereto, and as may be

extended hereafter, including any Port structures or fixtures thereon.

f. **"Airport Administration Building"** means the structure(s) where the FBO conducts business, including areas within an FBO structure designated to be accessible to the general public.

g. **"Airport Road"** means the road south of and adjacent to the Airport.

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

i. **"Board"** means Port of Hood River Board of Commissioners.

j. **"Camp"** means erecting a tent or shelter, arranging bedding or occupying a parked vehicle, trailer or camper for purposes of, or in such a way as will permit, sleeping or remaining overnight.

k. **"Commercial Activity"** means any Aviation Activity which originates at the Airport, is made available to the general public or involves two or more persons or entities, and is undertaken for profit or personal financial gain, irrespective of where or when payment occurs. Payment includes all forms of compensation, including financial, trade and donations.

l. **"Commercial Glider Operator"** means a person or business that is authorized by the Port to provide glider services to the public as a Commercial Activity.

m. **"Commercial Operator"** means any person or entity that carries out a Commercial Activity at the Airport.

n. **"Concession Agreement"** means a fully executed written agreement between the Port and a person or business entity authorizing the use or establishment of facilities for a Commercial Activity and setting forth the terms and conditions under which the Commercial Activity may take place.

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

p. **"FAA"** means the Federal Aviation Administration.

q. **"FARs"** means Federal Aviation Regulations which are regulations implemented by the FAA governing aviation activity within the United States and are designed to promote aviation safety and the safety and welfare of the general public.

r. **"FBO"** means the Fixed Base Operator who may be a Port employee, or may be a commercial entity or person having an agreement with the Port to manage aspects of Airport operations and conduct certain Commercial Activity including aircraft maintenance, instruction and retail sales and may be the authorized representative of the Port under designated circumstances; the FBO shall include owners or employees of the FBO or FBO contractors permitted by the Port to perform FBO functions.

s. **"Glider"** means a heavier-than-air Aircraft, that is supported in flight by the dynamic reaction of the air against its lifting surfaces and whose free flight does not depend principally on an engine.

t. **"Glider Flight Activity"** means final preparation of a Glider for launch prior to takeoff, moving a Glider to a takeoff location, and moving a Glider away from the area where a Glider has landed.

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

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

w. **"Instrument Flight Rule"** means Port and/or FAA adopted rules governing procedures for conducting instrument flight.

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

y. **"Motor Vehicle"** means any self-propelled device or device designed for self-propulsion, in, upon or by which any person or property is or may be transported or drawn upon a street, roadway or path, but does not include a vehicle designed for flight.

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

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

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

cc. **"Official Sign"** means all signs, signals, markings, devices and placards placed, erected or provided by the Port or Port designee for the purpose of guiding, directing, warning or regulating Aircraft, Motor Vehicle traffic or personal conduct.

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

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

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

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

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

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

jj. **"Ultralight"** is any Aircraft meeting the definitions set forth in FAR Part 103.1.

**SECTION 3. Commercial Activity.** No person shall engage in any Commercial

Activity at the Airport without the prior approval of the Port, under the terms and conditions prescribed by the Port.

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

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

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

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

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

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

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

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

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

a. In the Limited Access Areas, they are a Port Tenant or an invited guest of a Port Tenant, a pilot with a legal right to use an Aircraft located at the Airport, or an invited guest under the direct supervision of a Pilot in Command who has a legal right to use an Aircraft located at the Airport.

b. In the Restricted Access Areas, they are a Pilot in Command of an Aircraft or a guest of the Pilot in Command and under the direct supervision of the Pilot in Command of an Aircraft.



- c. In the No Access Areas, they are a Port Tenant authorized by the Port to be there or an invited guest of a Port Tenant authorized to be there.
- d. They have permission from the Port or the FBO to be there.
- e. They are a Port employee or FBO, or a Port or FBO contractor with permission to conduct authorized business and are doing so.
- f. In the case of an emergency requiring access.

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

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

**SECTION 13. Motor Vehicles.**

- a. General
  - (1) No person shall engage in any form of ground towing to launch an Aircraft.
  - (2) No person operating a Motor Vehicle may travel through any Restricted Access Area. An Airport map indicating Restricted Access Areas is attached as Exhibit A and incorporated herein by reference.
- b. Parking.
  - (1) Motor Vehicles may be parked on paved areas immediately adjacent to the FBO building and on the shoulder of Airport Road, unless prohibited or restricted by an official sign.
  - (3) No person shall park a Motor Vehicle in Restricted Access Areas without receiving prior written permission from the FBO or Port to do so, or unless necessary because of an emergency.
  - (4) No person shall park a Motor Vehicle in Limited Access Areas without FBO or Port permission to do so except if:
    - (i) Necessitated by an emergency;

(ii) The person is a Port Tenant with permission to park a Motor Vehicle near their leased space; or

(iii) The person is an invited guest of a Port Tenant who has permission to park a Motor Vehicle near a rented space or near a hangar leased by the Port Tenant who invited the person, as a means of access to Aircraft or a T-hangar.

The foregoing notwithstanding, no person shall park a Motor Vehicle within Limited Access Areas for a period longer than eight consecutive hours unless the person has received prior permission to do so from the FBO or Port, and the person displays a parking permit issued by the Port in plain view on the dashboard of the parked Motor Vehicle.

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

c. Motor Vehicle Speed; Warning Lights.

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

**SECTION 14. Airport Administration Building Use.** No person shall use the Airport Administration Building in violation of any regulation adopted by the Port. Regulations governing use of the Airport Administration Building now in effect are attached to this Ordinance as Exhibit 'D' and incorporated herein by reference. These regulations may be rescinded or modified at any time, as provided in section 19 of this ordinance.

**SECTION 15. Aircraft Operations.** No person shall engage in conduct at the Airport that violates any of the following provisions:

a. General Aircraft Operations

- (1) All Aircraft shall be operated in conformance with FAR and AGLA regulations and the rules set forth in this Ordinance.
- (2) The Port or the Port's duly authorized representative may suspend or restrict any or all operations at the Airport for reasons including, but not limited to, safety and/or adverse weather conditions whenever such action is deemed necessary.
- (3) The Port or the Port's duly authorized representative shall at all times have the authority to take such action as he or she deems necessary for safety of operations and to safeguard the public at the Airport.
- (4) All ground support activities shall be conducted only in areas designated by the Port or Port's duly authorized representative.
- (5) All Aircraft operators and Pilots in Command shall have the duty at all times to carry out the provisions of this Ordinance and any other applicable regulations with respect to admission and control of children, pets and non-flying observers to or at areas where Aircraft are in operation.
- (6) Flight Rule weather conditions are prescribed by the FARs. Any differing specification shall be made only by the Port and be consistent with this Ordinance and other applicable rules and regulations.

- (7) Aircraft pilots shall be familiar with and comply with local Instrument Flight Rule procedures and with the nonstandard patterns flown by Aircraft operating Instrument Flight Rule or practicing Instrument Flight Rule operations.
- (8) Ultralight pilots shall be aware of the effect of wake and helicopter rotor turbulence upon Ultralight Aircraft and undertake safe separation from helicopters.
- (9) Standard Soaring Society of America (S.S.A.) procedures now or hereafter adopted applicable to Glider Flight Activity on land shall be used by all Glider pilots and their assistants, before a Glider is launched and after a Glider has landed, including using appropriate hand signals.

b. No Simultaneous Aircraft Operation.

- (1) All pilots shall comply with applicable FARs and AGLA Procedures in relation to simultaneous Aircraft operation.
- (2) No pilot shall move an Aircraft or cause an Aircraft to be moved on the AGLA runway if another Aircraft is on or will be imminently landing on the primary runway or the AGLA runway.

c. Landings.

- (1) All pilots shall comply with applicable FARs and AGLA Procedures on landing.
- (2) Pilots intending to use the AGLA shall monitor UNICOM prior to and after landing their Aircraft if it is equipped with a UNICOM radio.
- (3) A pilot, with a radio onboard an Aircraft, who intends to land on the AGLA, shall declare that intention to land on the AGLA by radio prior to landing.
- (4) A pilot may land an Aircraft on the AGLA only when no other aircraft or other activities are occurring or present on either the paved runway or the taxiway.
- (5) Any person who assists with removing a Glider from the AGLA after landing shall remain outside the Restricted Access Areas until the Glider has safely landed and stopped moving.
- (6) Any person who assists with removing a Glider from the AGLA shall comply with FAA procedures and Port regulations applicable to use of the AGLA.

d. Departures.

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

**SECTION 16. Official Signs.** No person shall engage in any conduct in violation of instructions appearing on an Official Sign at the Airport.

**SECTION 17. Use of Port Electricity.** No person shall connect an electrical device of any kind to a Port electrical power outlet or in any other manner use electricity supplied to the

Port at the Airport without Port permission.

**SECTION 18. Fees.** No person shall refuse nor neglect to pay when due a fee or charge established by the Board or Executive Director for use of Airport property, Airport facilities or Port or FBO services provided at the Airport.

**SECTION 19. Port Regulations.** The Board may adopt regulations which define or regulate conduct at the Airport in furtherance of the provisions of this Ordinance, or which otherwise prohibit or limit conduct at the Airport. Each such regulation shall be enacted after publication of a Board meeting agenda that includes a reference to a regulation or regulations to be considered at the Board meeting. The public will have an opportunity at the Board meeting to obtain a copy of the proposed regulation(s) and to comment on the regulation(s) prior the Board adopting a regulation. Each adopted regulation shall be in writing, be dated and be on file for public inspection at the Port business office during Port business hours. If a person violates any provision of an adopted Port regulation the person will be deemed to have violated this Ordinance, and shall be subject to the same penalties as for a violation of a provision of this Ordinance.

**SECTION 20. Port Permission.** No person may violate a provision of this ordinance unless the person is given express written permission to do so at a specific time or for a specific purpose by the Board or a Port employee, or an activity is allowed by an Official Sign. Such permission shall apply only to the expressly stated time, event, or activity.

**SECTION 21. Penalties.**

- A. A person who violates a provision of this ordinance shall commit an offense punishable by a fine as a Class A violation. Provided however, if an offense defined in this ordinance is also an offense governed by a provision of the Oregon Criminal Code or Oregon Motor Vehicle Code (“State Regulation”) and the State Regulation offense category is lower than a Class A violation, the ordinance offense and fine payable shall be reduced to be the same as provided in the State Regulation.
- B. Each violation of a section or subsection of this ordinance shall constitute a separate offense.
- C. Each separate violation of this ordinance shall constitute a separate offense.

**SECTION 24. Enforcement.**

a. By authority of ORS 777.190, the Board appoints the Executive Director and the Port Maintenance Supervisor, as Peace Officers who shall have the same authority, for the purpose of the enforcement of the provisions of this Ordinance, as other peace officers;

b. All Peace Officers shall have the authority to enforce the provisions of this Ordinance and to issue citations for the violation of any section of this Ordinance;

c. Any person who is issued a citation for the violation of any section of this Ordinance must appear in Hood River County Circuit Court on the date and time listed on the citation, or in such other court in Hood River County with jurisdiction over the matter as stated on the citation.

**SECTION 25. Right of Removal.**

a. No person shall remain at the Airport after being asked to leave the Airport by a Peace Officer if they believe the person being requested to leave has violated or intends to violate any provision of this Ordinance.

b. No person shall cause or allow their personal property to remain at an Airport location after a Peace Officer has asked the person to remove or relocate the personal property.

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

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

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

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

Adopted \_\_\_\_\_, by the Port of Hood River Board of Commissioners.

Effective Date: 30 days after date of adoption, \_\_\_\_\_, 2018.

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

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

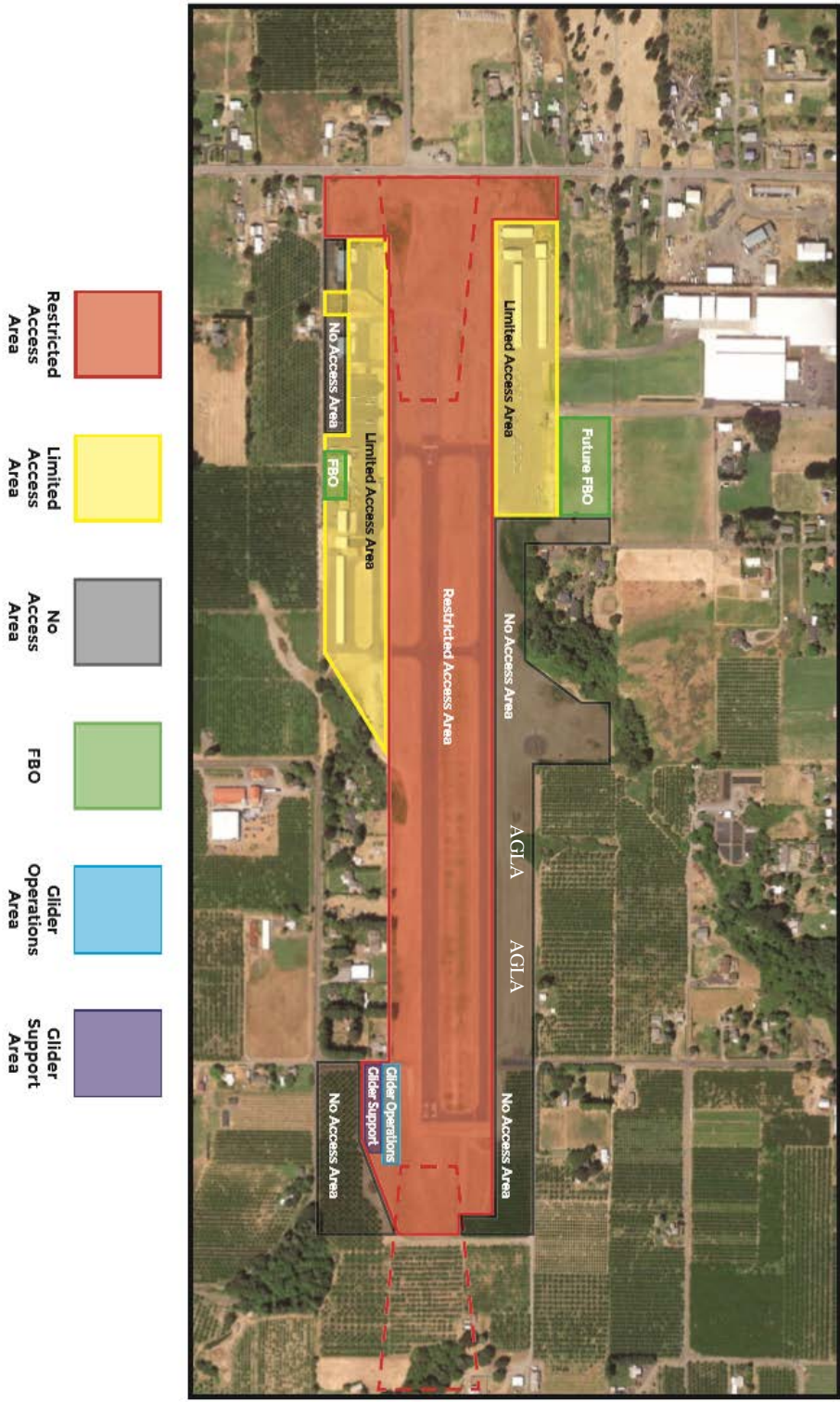
\_\_\_\_\_  
Hoby Streich, Port Commission President

\_\_\_\_\_  
Recording Secretary

This page intentionally left blank.



### EXHIBIT 'A'



Ordinance 23 - Exhibit A

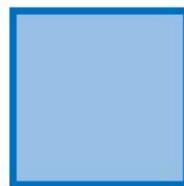
This page intentionally left blank.



**EXHIBIT 'B'**



Gliders Operations  
Area



Glider Support  
Area

This page intentionally left blank.

## **EXHIBIT 'C'**

### **Alternative Grass Landing Area Procedures USE REQUIREMENTS**

The following rules govern use of the Alternative Grass Landing Area (AGLA) at Ken Jernstedt Airfield in Hood River, Oregon (Airport). The AGLA has been constructed principally to accommodate landing for antique Aircraft. It is located in the grassy median parallel to Runway 7/25, between the paved runway surface and the north parallel taxi-way. The AGLA is an alternative landing area but an integral part of Runway 7/25.

#### **NO SIMULTANEOUS OPERATION**

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

#### **LANDINGS**

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

#### **DEPARTURES**

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

This page intentionally left blank.

**EXHIBIT 'D'**  
**Public Use of Airport Administration Building**

This Airport Administration Building is owned by the Port of Hood River and managed by the Fixed Based Operator (FBO). Public uses are allowed in this building.

Following is a list of rules for public use:

- The FBO will post hours the building is available to the public. Minimum public hours are: 8 a.m.-5 p.m. October through April, and 8 a.m.-6 p.m. May through September, at least five days a week, including all Saturdays and Sundays; building is closed New Years Day, Thanksgiving Day and Christmas Day. If the FBO locks the Airport Administration Building at any time during these hours, it is required to post notice with immediate contact information.
- Pilots may use this building at any time during posted public hours for flight planning.
- Pilots may use the building at any time during posted public hours as a waiting area during weather events that create conditions when safe flying is in jeopardy.
- Severe weather events may prevent the building from being open during normal posted hours. The FBO will display a notice if weather prevents this building from being open during normal posted hours. This notice shall contain a contact telephone number.
- Aviation/airport meetings may be held but must be scheduled with the FBO one week prior to desired meeting time. The date, time and estimated number of attendees must be provided when scheduling meetings.
- Transient flight instructors from other airports may debrief students at this building. They may be required to demonstrate proof that they have a flight school at another airport or similar facility.

This page intentionally left blank.

**Port of Hood River Commission  
Meeting Minutes of August 21, 2018 Work Session and Regular Meeting  
Marina Center Boardroom  
5:00 p.m.**

---

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

---

**3:00 P.M.**

**Work Session: Development Planning**

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

**Media:** Emily Fitzgerald, Hood River News

President Hoby Streich called the work session to order at 3:00 p.m. Anne Medenbach, Property and Development Manager, lead the discussion about the Real Estate Asset Evaluation Tool and Strategy. Using this strategy, Medenbach reviewed the factors that are considered prior to making a development recommendation. These factors include the income analysis of each property, development costs, cash flow projections, financing options, and others.

The board determined that this is a useful matrix to review all of our properties and determine future development options to adhere to the Port’s economic mission statement and values.

President Streich adjourned the work session at 4:58 p.m. The Regular Meeting of the Port Commission immediately followed after a short recess.

---

**5:00 P.M.**

**Regular Session**

- 1. CALL TO ORDER:** President Streich called the regular session to order at 5:06 p.m.
  - a. Modifications, Additions to Agenda:** Action Item (g) to be postponed to the next regular meeting.

- 2. Open Public Hearing for First Reading of Port Ordinance 23-2018, Governing Conduct at the Ken Jernstedt Airfield and Replacing Ordinance 23.**

**Move:** Meriwether  
**Second:** Shortt  
**Vote:** Unanimous

- a. Authorize reading of Ordinance by Title Only**

**Move:** Shortt  
**Second:** Meriwether  
**Vote:** Unanimous

- 3. PUBLIC COMMENT:** Jurgen Hess, Hood River Resident, spoke about the noise disturbances of a plane flying in circles over western Hood River City on Sunday, August 19, 2018. Mr. Hess expressed a concern that it appeared the plane was testing and calibrating their aviation and camera technology over the urban area of Hood River. Staff confirmed that the plane was flying at such elevation due to the fire burning near structures on Westcliff Drive. Mr. Hess emphasized the need to educate public about wildfires. Given his forestry background, he attends several meetings a month to provide information about wildfire management and living with such environmental impacts.

#### 4. CONSENT AGENDA:

- a. Approve Minutes of July 31, 2018 Maritime Site Development Work Session and Regular Session
- b. Approve Lease Addendum No. 1 with Hood River Yacht Club, Inc.
- c. Approve Leases for the Shell Dock Light Watercraft Racks, subject to legal counsel review.
- d. Approve Accounts Payable with Jaques Sharp in the Amount of \$7,892.50

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

**Move:** Sheppard

**Second:** Everitt

**Discussion:** None

**Vote:** Unanimous

#### 5. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS

a. **Hood River City Planning Director, Dustin Nilsen – Waterfront Refinement Plan Zoning** – Anne Medenbach, Property and Development Manager, introduced Dustin Nilsen, Hood River City Planning Director, who discussed with the Commission the permitted uses for Subarea 3 of the Waterfront Refinement Plan. Nilsen commented that the Waterfront is the economic and social engine of Hood River; therefore, any potential development of the area will be under strict scrutiny of the code. Other items discussed included light industrial and industrial office uses, required parking spaces, the esthetics and height requirements of a potential building, etc. Mr. Nilsen answered questions from the Commission and staff.

##### b. Summer Intern Project Reports:

i. **Aidan Liddiard – Wetland Mitigation and Land Development Report** – Anne Medenbach introduced Aidan Liddard who worked as a summer intern on mapping wetlands in Hood River County which could help establish a comprehensive mitigation strategy and wetland inventory for the Hood River area.

ii. **Connor Truax – Public Information Video Production Report** – Genevieve Scholl, Communication and Special Projects Manager introduced Connor Truax who worked this summer on producing informational videos about the Port's operations and history.

c. **Financial Report for the 12 Months Ended June 30, 2018.** Fred Kowell, Chief Financial Officer, reported that the Bridge Traffic and Revenue Report show higher numbers than last year; however, revenues are lower than expected due to the Eagle Creek fire and more customers switching to BreezeBy than anticipated in the budget. Kowell continued that the Personnel Services are under budget except the Bridge Repair & Replacement Fund. Materials and Services are tracking below budget, except Nichols/Hook/Spit where the grading of the roads came in slightly higher than anticipated. Overall, Kowell noted that the actuals are tracking according to the activities the Port has incurred during the 91.6% of the year as outlined in the budget. The year-end financial statements showing the full accrual adjustments will be prepared shortly.

d. **Bridge Replacement Project Update:** Kevin Greenwood, Bridge Replacement Project Director, reported that the meeting with WSP Global to start the Final Environmental Impact Study took place in Portland on August 9. First order of business will be identifying the lead agency and developing the public information plan, including initial stakeholder interviews. Greenwood presented a tentative draft of the \$5 million budget distribution. Commission requested this draft is reviewed and adjusted, as well as any extensions or contingencies must be presented prior to making changes to the budget.

e. **2018-19 Executive Director Work Plan:** Michael McElwee, Executive Director, requested that the Commission review the Work Plan and submit any changes prior to the first meeting in September. McElwee reviewed the financial management goals to ensure that resources continue to be deployed effectively, and that the plans for development of the Port's Waterfront properties are consistent with community objectives. McElwee highlighted priorities identified in Port's Strategic Business Plan and assessed the expected delivery dates.



**6. Director’s Report:** Michael McElwee recommended the next meeting to be held on September 11. McElwee reported that the Port will be sending a small contribution to the Bingen Volunteer Fire Department in Roy Barnes’s name, the husband of Bingen Mayor Betty Barnes, who was tragically killed in early August. Additionally, McElwee reported that the implementation of the Waterfront Parking Plan is going well and the gross parking receipts for the month of July totaled approximately \$28,000. A tremendous variety of events are occurring on the waterfront throughout the remainder of August and first part of September. Bridge deck welding occurred during the week of August 13<sup>th</sup> requiring single-lane closures for each day. Clackamas County has reached out to the Port of Hood River in preliminary discussion about possible tolling of one of their bridges. Port of Cascade Locks is bringing to their Board the costs associated with an interlocal agreement regarding BreezeBy Tolling.

**7. COMMISSIONER, COMMITTEE REPORTS:**

**a. Airport Advisory Committee** – Anne Medenbach noted that celebration occurred of the successful establishment of the Fly Friendly Program and noted that two vacancies are available on the Airport Advisory Committee.

**a. Marina Committee** – Commissioner Shortt stated that several items were reviewed during the meeting and details are included in the Marina Committee Meeting Minutes.

**7. ACTION ITEMS:**

**a. Approve 2018 Real Estate Asset Strategy Staff Recommendations.** The Real Estate Asset Strategy was completed in May of 2018 by Port staff and EconW. Work sessions were held in Spring and Summer of 2018 with the Commission to validate the direction and content of the strategy.

**Motion:** Consensus to approve:

- 1. Approve renegotiation of all leases to NNN or like-kind structures as allowed by individual lease terms.
- 2. Approve holding all existing buildings within the Port-held portfolio to maintain cash flows to support bridge replacement efforts.
- 3. Approve the Real Estate Asset Strategy as a development decision-making tool.
- 4. Approve Future Development Option Immediate Actions as outlined in the Real Estate Strategy
  - i. Lower Mill
  - ii. Maritime East
  - iii. S Jensen
  - iv. Barman

**Move:** Meriwether  
**Second:** Shortt  
**Discussion:** None  
**Vote:** Unanimous

**MOTION CARRIED**

**b. Approve Contract with Solmar Hydro Inc. for Underwater Imaging of Hood River White Salmon Interstate Bridge Not to Exceed \$23,637.** Underwater inspections of the Hood River/White Salmon Interstate Bridge are carried out every two years. These inspections provide basic information about the condition of the piers, pier footings, and rip-rap protection at the mudline. Solmar Hydro, Inc will provide a hydrographic survey of the river bottom and bridge pier foundation using a multi- beam echo-sounder.

**Motion:** Authorize contract with Solmar Hydro, Inc. for underwater imaging of the Hood River/ White Salmon Interstate Bridge not to exceed \$23,637.

**Move:** Shortt  
**Second:** Everitt  
**Discussion:** None  
**Vote:** Unanimous

**MOTION CARRIED**

**c. Approve Task Order No. 8 with HDR Engineering for Engineering Services Related to Bridge Repairs Not to Exceed \$60,000.** On June 16, 2015, the Commission approved a master contract with HDR Engineering for a variety of bridge engineering tasks. Under the contract, individual Task Orders are prepared that identify a scope of work and corresponding professional fee. The Task Order No. 8 covers a variety of projects such as Thru-Truss Portal Frame Repairs, Rocker Bearing Repairs, South Abutment, etc.

**Motion:** Approve Task Order No. 8 to the Master Services Agreement with HDR Engineering, Inc. for bridge engineering services not to exceed \$60,000 plus reasonable reimbursable expenses.

**Move:** Meriwether

**Second:** Everitt

**Discussion:** None

**Vote:** Unanimous

**MOTION CARRIED**

**d. Approve Task Order No. 5 with P-Square, LLC not to exceed \$343,793 for Programming Services Related to the License Plate Recognition System.** The next phase of upgrading the BreezeBy electronic tolling system is to purchase the remaining hardware for the license plate recognition system which will work along with the newly installed vehicle classification system and our existing transponder system.

**Motion:** Approve Task Order No. 5 with PSquare for ALPR installation, configuration, interface and testing to BreezeBy electronic tolling system, not to exceed \$343,793.

**Move:** Sheppard

**Second:** Shortt

**Discussion:** None

**Vote:** Unanimous

**MOTION CARRIED**

**e. Approve Contract with Akana Engineering for Environmental Technical Assistance Not to Exceed \$25,000.** Akana is a professional services firm that has completed engineering and planning projects for tribes throughout the Columbia Basin including many of the tribal access fishing sites throughout the Gorge. Based upon interviews with the Akana management team, advisory and technical services will be provided to the Port.

**Motion:** Approve contract with Akana for environmental technical assistance related to bridge replacement, not to exceeded \$25,000.

**Move:** Meriwether

**Second:** Sheppard

**Discussion:** None

**Vote:** Unanimous

**MOTION CARRIED**

**f. Approve Amendment No. 1 to Contract with Clary Consulting for Technical Assistance Related to Bridge Replacement Not to Exceed \$10,000.** Lowell Clary has provided a valuable national perspective to the Port's bridge replacement project related to infrastructure financing and procurement option. Amendment No. 1 includes specific tasks such as advising the Port as it develops the project delivery process, including budget, scheduled and scoping, etc.

**Motion:** Authorize Amendment No. 1 to contract with Clary Consulting, Inc. for project procurement technical services not to exceed \$10,000.

**Move:** Shortt

**Second:** Everitt

**Discussion:** None

**Vote:** Unanimous

**MOTION CARRIED**

**g. Approve Tenth Amendment to Employment Agreement with Executive Director Michael McElwee.** Based on Executive Director’s annual performance review and expectations going forward, the Personnel Committee recommends that the Executive Director’s contract be amendment to provide a 5% salary increase for the FY 18/19.

**Motion:** Authorize Tenth Amendment to the Employment Agreement between the Port of Hood River and Executive Director Michael McElwee.

**Move:** Meriwether

**Second:** Everitt

**Discussion:** None

**Vote:** Unanimous

**MOTION CARRIED**

**8. COMMISSION CALL:** Commissioner Sheppard requested that the Port reviews the annual harvest times to pick the best dates for welding projects on the Bridge.

**9. EXECUTIVE SESSION:** President Streich recessed Regular Session at 8:33 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations.

**10. POSSIBLE ACTION.**

**Motion:** Approve Amendment No. 8 to the Amended and Re-Styled Disposition and Development Agreement with Key Development and Asset Management, Inc.

**Move:** Shortt

**Second:** Meriwether

**Discussion:** None

**Vote:** Unanimous

**MOTION CARRIED**

**11. ADJOURN:**

**Motion:** Motion to adjourn the meeting.

**Move:** Shortt

**Discussion:** None

**Vote:** Unanimous

**MOTION CARRIED**

The meeting was adjourned at 8:40 p.m.

Respectfully submitted,

\_\_\_\_\_  
 Jana Scoggins

**ATTEST:**

\_\_\_\_\_  
 Hoby Streich, President, Port Commission

\_\_\_\_\_  
 John Everitt, Secretary, Port Commission

This page intentionally left blank.

# Commission Memo



Prepared by: Fred Kowell  
Date: September 11, 2018  
Re: Accounts Payable Requiring Commission Approval

---

|  |                   |
|--|-------------------|
| <b>Jaques Sharp</b>                      | <b>\$3,994.00</b> |
| Attorney services per attached summary   |                   |
| <b>Schwabe Williamson Wyatt</b>          | <b>\$373.00</b>   |
| Attorney services per attached summary   |                   |
| <b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b> | <b>\$4,367.00</b> |

This page intentionally left blank.

# JAQUES SHARP

— ATTORNEYS AT LAW —

205 3RD STREET / PO BOX 457  
HOOD RIVER, OR 97031  
(Phone) 541-386-1311 (Fax) 541-386-8771

CREDIT CARDS ACCEPTED

HOOD RIVER, PORT OF  
1000 E. PORT MARINA DRIVE  
HOOD RIVER OR 97031

Page: 1  
September 04, 2018  
Account No: PORTOHAM

|  | Previous Balance | Fees     | Expenses | Advances | Payments  | Balance    |
|--|------------------|----------|----------|----------|-----------|------------|
| MCELWEE EMPLOYMENT CONTRACT                        | 414.50           | 320.00   | 0.00     | 0.00     | -414.50   | \$320.00   |
| MISCELLANEOUS MATTERS<br>JJ                        | 726.00           | 836.00   | 0.00     | 0.00     | -726.00   | \$836.00   |
| ORDINANCE #23                                      | 22.00            | 0.00     | 0.00     | 0.00     | -22.00    | \$0.00     |
| LEASE DMV BUILDING (Thomas Keolker, Heart of Gold) | 108.00           | 0.00     | 0.00     | 0.00     | -108.00   | \$0.00     |
| LEASE (Hood River Distillers)                      | 2,684.00         | 110.00   | 0.00     | 0.00     | -2,684.00 | \$110.00   |
| LEASE (Wyeast Laboratories, Inc.)                  | 88.00            | 0.00     | 0.00     | 0.00     | -88.00    | \$0.00     |
| EXPO SITE DEVELOPMENT (Key Development; Pickhardt) | 1,254.00         | 1,298.00 | 0.00     | 0.00     | -1,254.00 | \$1,298.00 |
| BRANDT LAND TRADE AIRPORT AREA                     | 0.00             | 44.00    | 0.00     | 0.00     | 0.00      | \$44.00    |
| PROPERTY SALE (Neal Creek Forest Products, LLC)    | 990.00           | 0.00     | 0.00     | 0.00     | -990.00   | \$0.00     |
| SOUTH RUNWAY PROJECT                               | 66.00            | 22.00    | 0.00     | 0.00     | -66.00    | \$22.00    |

HOOD RIVER, PORT OF

September  
Account No: PC

| Previous Balance                          | Fees            | Expenses    | Advances    | Payments         | Balance           |
|---|-----------------|-------------|-------------|------------------|-------------------|
| SOUTH TAXIWAY REHAB. (Airport)<br>110.00  | 0.00            | 0.00        | 0.00        | -110.00          | \$0.00            |
| WESTERN POWER LEASE (Kearney)<br>286.00   | 0.00            | 0.00        | 0.00        | -286.00          | \$0.00            |
| TOLL ENFORCEMENT<br>22.00                 | 0.00            | 0.00        | 0.00        | -22.00           | \$0.00            |
| P3 - BRIDGE<br>0.00                       | 132.00          | 0.00        | 0.00        | 0.00             | \$132.00          |
| MARINA MOORAGE AGREEMENT<br>66.00         | 484.00          | 0.00        | 0.00        | -66.00           | \$484.00          |
| WATERFRONT PARKING<br>22.00               | 0.00            | 0.00        | 0.00        | -22.00           | \$0.00            |
| FEIS<br>22.00                             | 154.00          | 0.00        | 0.00        | -22.00           | \$154.00          |
| BOATHOUSE LEASES<br>1,012.00              | 0.00            | 0.00        | 0.00        | -1,012.00        | \$0.00            |
| PFM Financial Advisor Contract<br>0.00    | 550.00          | 0.00        | 0.00        | 0.00             | \$550.00          |
| TOLLS IGA (Port of Cascade Locks)<br>0.00 | 44.00           | 0.00        | 0.00        | 0.00             | \$44.00           |
| <u>7,892.50</u>                           | <u>3,994.00</u> | <u>0.00</u> | <u>0.00</u> | <u>-7,892.50</u> | <u>\$3,994.00</u> |

**THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 31st OF AUGUST UNLESS OTHERWISE STATED**



# Schwabe WILLIAMSON & WYATT®

1211 SW Fifth Avenue, Suite 1900  
Portland, Oregon 97204-3795  
Phone: 503.222.9981  
Fax: 503.796.2900  
www.schwabe.com

Other Offices:  
Seattle, WA  
Vancouver, WA  
Bend, OR  
Salem, OR  
Eugene, OR  
Mountain View, CA

TAX ID# IRS-93-1130272

August 23, 2018

JERRY JAQUES  
GENERAL COUNSEL, PORT OF HOOD RIVER  
MICHAEL S. MCELWEE  
EXECUTIVE DIRECTOR  
PORT OF HOOD RIVER  
1000 E. PORT MARINA DRIVE  
HOOD RIVER, OR 97031

Client/Matter #: 106226-238542  
Invoice #: 1539389

Re: Hood River Bridge Replacement Project

FOR LEGAL SERVICES RENDERED

| DATE     | INDV | HOURS | DESCRIPTION OF SERVICES                                      |
|----------|------|-------|--|
| 07/16/18 | WJO  | .80   | Final review of WSP agreement, signed and delivered the same |

|                       |            |                   |          |
|-----------------------|------------|-------------------|----------|
| William J. Ohle       | .80 hrs at | 472.50 \$/hr = \$ | 378.00   |
| SUBTOTAL CURRENT FEES |            | 0.80 hours =      | \$378.00 |
| TOTAL FEES AND COSTS  |            |                   | \$378.00 |

### FINAL SUMMARY

|                                       |          |
|---------------------------------------|----------|
| SUBTOTAL CURRENT FEES                 | \$378.00 |
| TOTAL CURRENT INVOICE                 | \$378.00 |
| TOTAL AMOUNT DUE (CURRENT & PREVIOUS) | \$378.00 |

### TERMS: DUE AND PAYABLE UPON RECEIPT.

AMOUNTS UNPAID MORE THAN 30 DAYS AFTER INVOICING ARE SUBJECT TO A LATE PAYMENT CHARGE OF 9% PER ANNUM.  
IOLTA PARTICIPANTS • PROCEEDS SUPPORT PUBLIC INTEREST OBJECTIVES OF THE LAW FOUNDATIONS.

ATTORNEY-CLIENT COMMUNICATION, (33) PRIVILEGED AND CONFIDENTIAL.

This page intentionally left blank.

# Commission Memo



Prepared by: Anne Medenbach  
Date: September 11, 2018  
Re: Airport Update

---

The Ken Jernstedt Airfield continues to be a very busy place. The following report provides brief updates to the major projects now underway:

**1. South Side Development:**

- a. S. Hangar Project – Hood Tech TacAero Inc. (“HTCAI”) has changed course with their hangars and has submitted an order for three 80x80 metal buildings. These buildings are straight-forward hangars with no second floor or mezzanine and will support aircraft storage and maintenance. Staff has yet to receive the final floor and site plans and has made it clear that no building permits can be issued until the Port has approved these new plans, schedule, and development plan. These plans are anticipated to be received and the LDA revisions made for approval at the October 2<sup>nd</sup> meeting.

**2. Master Plan:**

- a. The Master Plan is officially finalized. We will not need to do another full plan for 20 years. We will need to update the Plan in ten years. Any changes that we want to make in the meantime will need to be approved by the FAA.

**3. North Side Development:**

- a. Environmental Assessment: The 30-day public comment period for the EA ended on the September 3<sup>rd</sup>. Neither the FAA nor the Port received comments. The FAA will now send an approval letter, with the condition that the DSL and ACE approve the wetland permits.
- b. Joint wetland permit: The joint wetland permit application was submitted on June 8<sup>th</sup> to both the Army Corps of Engineers and Department of State Lands. The application was rejected for incompleteness. Staff, Century West and Berger Abam conferenced with DSL and ACE on August 9<sup>th</sup> to ensure that a resubmission would be successful. That resubmission is anticipated to occur on September 14<sup>th</sup>. Then, both ACE and DSL will need to review again and either accept the application or send it back for further changes. We are not anticipating that to occur and hope to have wetland fill permits in hand before the end of the year.
- c. ConnectOregon IV: The 90% drawings for the utilities and site work is anticipated by September 14<sup>th</sup>. Included in this submittal for utilities, grading and storm system, is a comprehensive sewer report which will give us a clear picture of sewer capacity and need for full airport build out.

- 4. Dirt:** The plans and specifications for the dirt move project from the Lower Mill to the airport were received by staff on August 31<sup>st</sup>. Staff will be reviewing those with the goal

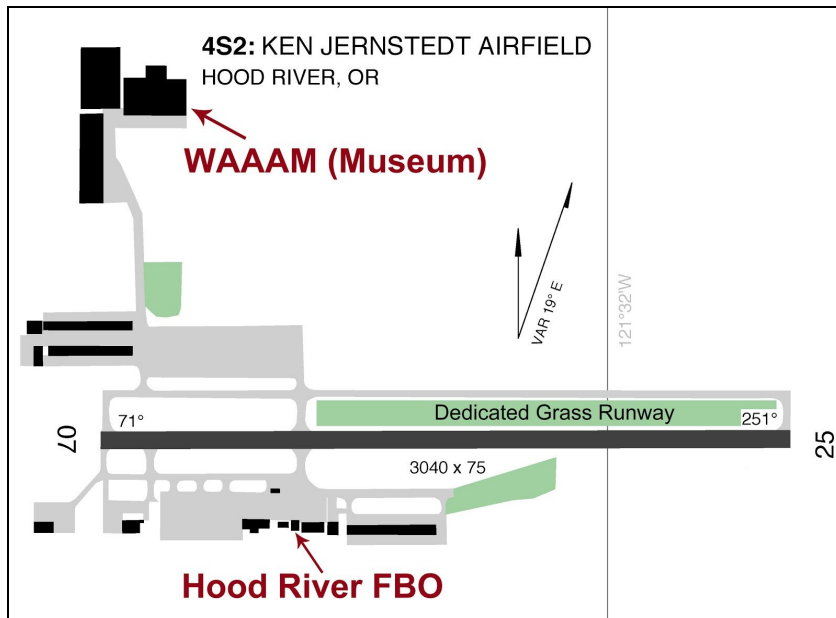
of bidding it in September and awarding that contract in early October. This work needs to be done in the off-flying season over the winter and into the early spring months.

5. **Operations:** The FBO has been busy (see June report attached). Staff will have a Fly-in report at the meeting on the 11<sup>th</sup>.

**RECOMMENDATION:** Discussion.

# Hood River Airport Fixed Base Operations

## Monthly Report: June 2018



## HOOD RIVER STUDENTS

- Received final FAA approval for 3x new 141 courses.
- Currently 3 student enrolled in 141 Basic Tailwheel Ops Course.
- Currently 1 student enrolled in part 61 Tailwheel Endorsement Course.
- Currently 10 students enrolled in part 61 Private Pilot Cert. Course.
- CubCrafters Fly-offs being completed.



## HOOD RIVER OPPORTUNITIES

We have hired Jaden Kimball as our full time Line Supervisor to lead our summer staff. He is a great asset to have on our team in Hood River.

### Ramp Tie Down Occupancy

| Jan. | Feb. | Mar. | April | May | June | July | Aug. | Sept | Oct. | Nov. | Dec. |
|------|------|------|-------|-----|------|------|------|------|------|------|------|
| 30   | 25   | 29   | 31    | 31  | 31   |      |      |      |      |      |      |

We are completely full for our rentable tie down spaces and the transient space are frequently filled to capacity. We will be marking out T's for tie downs in the grass soon. We had a mechanical failure of our striping machine and cannot seem to come up with a repair, so if the Port or the City has an old striper that could be surplused to the airport would be great. :)

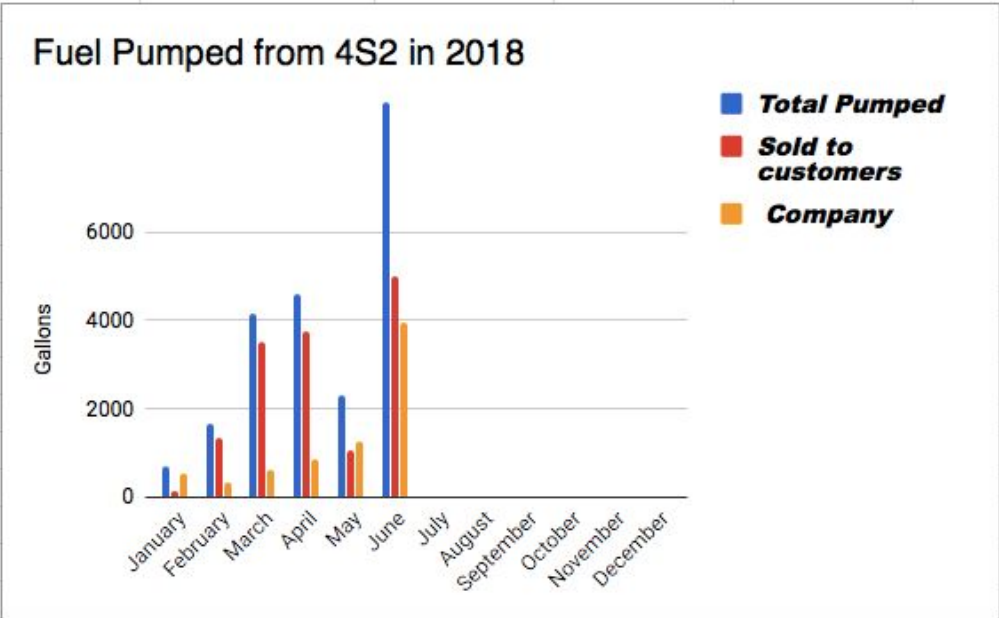
### Facilities Condition

The Airport has been in good condition most of the month with only a few things to address as they come up. Rocks on runway or taxi ways. Mower typically throws them up there. The AGLA is staying green and is holding up fairly well.

We would like to see the reconditioning of the AGLA in this next budget cycle to make it a smoother greener more easily maintained.

### Fuel Sales Report

|           | Total Pumped | Sold to customers | Company  | Avg. Sale Price | Cost | Profit |
|-----------|--------------|-------------------|----------|-----------------|------|--------|
| January   | 677.8        | 140               | 537.8    | \$4.40          |      |        |
| February  | 1,682        | 1,356.60          | 325.4    | \$5.05          |      |        |
| March     | 4,158.50     | 3,528.40          | 630.1    | \$5.15          |      |        |
| April     | 4,588.50     | 3,737.30          | 851.2    | \$5.15          |      |        |
| May       | 2,309.50     | 1,045.40          | 1,264.10 | \$4.99          |      |        |
| June      | 8956         | 4985              | 3971     | \$4.99          |      |        |
| July      |              |                   |          |                 |      |        |
| August    |              |                   |          |                 |      |        |
| September |              |                   |          |                 |      |        |
| October   |              |                   |          |                 |      |        |
| November  |              |                   |          |                 |      |        |
| December  |              |                   |          |                 |      |        |







**Trip was a great success!!**

This page intentionally left blank.

# Commission Memo



Prepared by: Fred Kowell  
Date: September 11, 2018  
Re: Security Camera Demo

---

Port CFO Fred Kowell will present a demonstration of the Port's newly installed security camera system for the Hood River/White Salmon Interstate Bridge.

**RECOMMENDATION:** Informational.

This page intentionally left blank.

## Hood River-White Salmon Bridge Replacement Project

Project Director Report  
September 11, 2018

The following summarizes Bridge Replacement Project activities from August 22 through September 10, 2018.

### **FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)**

Monthly Update. Attached is the September EIS Update that can be used for public distribution. Purpose of the update is to provide a quick snapshot view of progress including a timeline at the bottom of the page. Update will be used during public outreach efforts, meetings and posted on the Port's website.

Coordination with state and federal agencies. WSP and the Port will be meeting with FHWA ODOT and WADOT on Mon. Sept. 24<sup>th</sup> to discuss FHWA-Oregon Division serving as the lead agency for the FEIS. Each federal agency has different criteria for following the National Environmental Protection Act (NEPA) and it will be critical to determine which criteria will be used as the guiding document for developing the study.

Stakeholder Interviews. WSP will be interviewing twenty stakeholders from the both sides of the river through the end of the month. The interviews will provide WSP with information that will be used in developing a public information plan and determining potential risk during the two-year process. WSP has recommended that any advisory committee be initiated after the stakeholder interviews so they can properly prepare materials reflecting their findings.

Risk Register. Attached is a draft version of the project Risk Register. A Risk Register, also referred to as a Risk Log, is a master document, which is created during the early stages of a project. It is a tool that plays an important part in identifying and managing risk. The Log can help identify potential issues that can either affect schedule or budget, how to mitigate or avoid the risk, and determine ways to identify problems before they can undermine a project. It will be reviewed regularly with WSP and shared with the Port Commission at critical points during FEIS process. Staff will be working to identify ways to improve this document continually, including adding whether each risk affects costs or schedule, identifying which individual is responsible for each risk item, and identifying a date (if possible) that we hope to adequately have the risk identified, avoided or mitigated.

WSP is also developing a survey to be distributed among navigation users, which will be used in coordination with US Coast Guard and Army Corps of Engineers. In addition, WSP's traffic lead has obtained traffic counts from the Port to be used as they update data from the Draft EIS. Next month, a budget breakdown by quarter will be presented to the Commission, which will serve as an important budgetary and planning document for future Port budgets.

## **ODOT CONTRACT BUDGET**

Included in your packet is an updated draft project budget of the \$5-million Oregon Dept. of Transportation (ODOT) grant. This budget was refined based upon Commission input from August's regular meeting. For example, the budget now shows a project contingency of just under \$450k spread out over the next two fiscal years. In addition, the budget shows the original budget and modifications to the budget based upon more updated information. The Project Director is keeping monthly track of the contract activity, modifying projected totals for fiscal year 2018-19 and reconciling with the finance department's tracking upon each ODOT reimbursement request.

Similar to the FEIS/WSP Risk Register, the Project Director is also developing a Risk Register for the overall project and will share that at the October Commission meeting.

## **PROJECT DELIVERY ACTIVITY**

Staff is recommending that the Commission award a contract to Stantec, New York, NY, this month to advise on traffic and revenue studies. Traffic and revenue (T&R) studies are a key component of how a project will be financed and ultimately delivered, and not specifically a part of the NEPA process.

## **COMMUNITY OUTREACH**

### WASHINGTON STATE UPDATE

The Washington communities are still interested in a second meeting regarding future issues related to a new bridge. Commissioners Streich and Shortt and staff will need to identify possible dates for the next meeting.

### COLUMBIA RIVER INTERTRIBAL FISHING COUNCIL (CRITFC) UPDATE

Significant progress was made on this front. After having a detailed conversation with CRITFC Executive Director, Jaime Pinkham, I received individual e-mail introductions with each of the four member tribal representatives. There was some curiosity about United Bridge Partners (UBP) involvement based on earlier outreach that had been done by that firm. I noted that P3 rules have been developed and after significant progress on the FEIS had been made, AND if a P3 is determined to be the best financing option for the region, UBP and other firms will be invited to bid. A meeting has been set up with Akana and WSP to develop a comprehensive approach for collaborating with the tribes.

### INDIVIDUAL MEETINGS

- August 22 phone conference with Thorn Run Partners. Gave update on the FEIS progress, discussed Rep. Vial's effort to study tolling implementation using the PoHR as the state's lead example, discussion of other tolling opportunities at the site of the Canby Ferry and Bull Run Reservoir and received an update on the I-5 bridge effort.

- Attended August 23 OneGorge meeting in White Salmon and gave update on FEIS process.
- August 24 meeting with Commissioner Sheppard, County Commission Chair Mike Oates and retired Project Engineer Mike Fox. Mr. Fox retired to Hood River County after 45 years with Bechtel Corporation and provided some helpful direction on the FEIS project. His background and knowledge of project management is extensive and I look forward to checking in with him during the project. The County is fortunate to have knowledgeable individuals willing to assist and network on a volunteer basis.
- August 11 lunch with Philippe Rapine and Diana Walker, Mott McDonald.

This page intentionally left blank.





# Hood River/White Salmon Bridge Replacement Project

## EIS UPDATE

SEPTEMBER 2018

In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction.



Photo: Sam Beebe

### What's new on the project?

- A project kickoff meeting was held between the Port and WSP USA, Inc., the environmental and design consultant hired by the Port to complete the EIS for the project.
- Coordination with state and federal agencies was initiated to restart NEPA compliance. Decisions on agency roles and defining the necessary steps to finish the EIS process are important items to be confirmed early in this project phase.
- Initial planning efforts are underway to conduct stakeholder interviews and gather input from local elected officials, businesses, recreation outfitters, and other community members.

### What are the next steps?

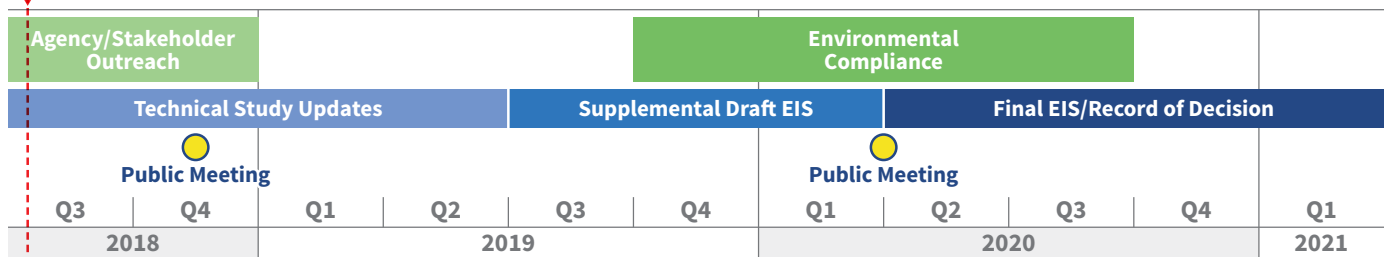
- Continued collaboration with local, state, and federal agencies, and representatives of the Warm Springs, Nez Perce, Yakama, and Umatilla tribal governments.
- Obtain agreements from lead federal and state agencies on their roles in the EIS process.
- Conduct stakeholder interviews.
- Initiate a survey of the federal inland waterway to support coordination with the U.S. Coast Guard and the U.S. Army Corps of Engineers.
- Collect current traffic data and establish engineering survey baseline conditions to support updated technical analyses.

### How would bridge replacement benefit the Columbia River Gorge communities?

*The Hood River Bridge provides a critical connection for residents and visitors to the Columbia River Gorge National Scenic Area. One of only three bridges spanning the Columbia in this region, the bridge is a critical rural freight network facility for agriculture, forestry, heavy industry and high-tech companies with freight originating throughout the northwest. The existing bridge is nearing the end of its serviceable life and is obsolete for modern vehicles with height, width, and weight restrictions and is also a navigational hazard for marine freight vessels. The bridge has no sidewalks or bicycle lanes for non-motorized travel and would likely not withstand a large earthquake.*

*If project funding is secured, the new bridge would provide a safe and reliable way for everyone to cross or navigate the Columbia River—by car, truck, bus, bicycle, on foot, or on the water. A new bridge would support a thriving economy and livable communities.*

### WE ARE HERE



To learn more about the project, please visit us at:  
[www.portofhoodriver.com/bridge](http://www.portofhoodriver.com/bridge)

### PROJECT CONTACT

Kevin Greenwood, Project Director  
 ☎ 541-436-0797  
 @ kgreenwood@portofhoodriver.com

This page intentionally left blank.

# Hood River Bridge Replacement Project Risk Register -- DRAFT

8/30/18

| ID | Date Identified | Risk  | Probability of Occurrence | Magnitude (Impact) | Risk Matrix | Response   | Status |
|----|-----------------|---|---------------------------|--------------------|-------------|--|--------|
| 1  | 8/28/18         | Difficulty getting decision on lead federal agency for NEPA               | Medium                    | High               |             | Mitigate - Prioritize discussions/meetings with FHWA (OR Div) and ODOT as well as FHWA (WA Div) and WDSOT as needed. Use group and one-on-one meetings as needed to flesh out any issues and foster a decision.  | Open   |
| 2  | 8/28/18         | FHWA declines to be the lead federal agency for NEPA                      | Medium                    | High               |             | Mitigate - Conduct additional meetings (if needed) with other federal agencies (USACE and USCG) to identify another one that can be the lead; revise NEPA document assumptions to meet the needs of another agency   | Open   |
| 3  | 8/28/18         | Key stakeholders withdraw participation in the project/decisions          | Low                       | High               |             | Avoid - Keep key stakeholders involved through regular communications and meetings   | Open   |
| 4  | 8/28/18         | In-water work cannot be scheduled during the 2018-19 in-water work window | Medium                    | Medium             |             | Avoid - Proactively sequence tasks and schedule to make sure in-water work can be conducted during the 2018-19 window and schedule delays can be avoided<br><br>Mitigate - If tasks miss the window, advance design for SDEIS with current data; use updated date from 2019-20 in-water work for the FEIS. | Open   |
| 5  | 8/28/18         | Delays in third-party reviews   | Medium                    | Medium             |             | Avoid - Coordinate with third parties in advance to alert them of upcoming reviews and clearly communicate expectations for reviews  | Open   |
| 6  | 8/28/18         | Delays in internal reviews (Port, DOTs, FHWA)                             | Medium                    | Medium             |             | Avoid - Coordinate with internal review parties in advance to alert them of upcoming reviews and clearly communicate expectations for reviews  | Open   |

**Hood River Bridge Replacement Project  
Risk Register -- DRAFT**

8/30/18

| ID | Date Identified | Risk   | Probability of Occurrence | Magnitude (Impact) | Risk Matrix | Response   | Status |
|----|-----------------|--|---------------------------|--------------------|-------------|--|--------|
| 7  | 8/28/18         | Alternatives beyond those studied in the DEIS are added to the SDEIS   | Low                       | High               |             | Avoid - Initial project efforts should clearly communicate logic for the range of alternatives studies in the Draft EIS; employ a "re-confirm" campaign in all early outreach activities.                                | Open   |
| 8  | 8/28/18         | A different alternative than the DEIS preliminary preferred alternative is identified as the preferred alternative | Low                       | High               |             | Avoid - Initial project efforts should clearly communicate logic for the preliminary preferred alternative in the Draft EIS and TS&L; employ a "re-confirm" campaign in all early outreach activities.                   | Open   |
| 9  | 8/28/18         | Navigation clearance changes from the TS&L assumptions   | Medium                    | High               |             | Avoid - Coordinate regularly with USACE to determine dredges that need to be moved upriver. Initiate navigation survey early in the project.   | Open   |
| 10 | 8/28/18         | Environmental impacts are substantially and adversely different than reported in the Draft EIS                     | Medium                    | Medium             |             | Mitigate - Coordinate with lead Federal NEPA agency to perform a NEPA re-evaluation to identify any likely changes early in the project which can then be addressed during the technical report updates.                 | Open   |
| 11 | 8/28/18         | Emerging technical issues (e.g., geotechnical, archaeological, etc)  | Medium                    | Medium             |             | Mitigate - Develop contingency plans for any areas of technical concerns and be proactive in communicating issues if they emerge.  | Open   |
| 12 | 8/28/18         | Estimated costs substantially increase   | Low                       | Medium             |             | Mitigate -Cost Estimating subtask will identify construction element costs that are currently trending higher than typical escalation and will adjust their unit costs accordingly to account for the higher cost trend. | Open   |

**Hood River Bridge Replacement Project  
Risk Register -- DRAFT**

8/30/18

| ID | Date Identified | Risk   | Probability of Occurrence | Magnitude (Impact) | Risk Matrix                                | Response   | Status |
|----|-----------------|--|---------------------------|--------------------|--|--|--------|
| 13 | 8/28/18         | Work is needed beyond the WSP contracted scope                   | Medium                    | Medium             | <p>Probability</p> <p>L M H<br/>Impact</p> | Mitigate - Identify potential out-of-scope work early and coordinate with Port to transfer funds within the contract, coordinate with other project consultants to gain efficiencies, consider whether work can be deferred to a later phase, or seek additional funding.  | Open   |
| 14 | 8/28/18         | Public controversy with the project                              | Low                       | High               | <p>Probability</p> <p>L M H<br/>Impact</p> | Avoid and Mitigate - Implement transparent public involvement process to keep stakeholders and the general public informed as the project moves forward to avoid surprises that could spur controversy; include meetings with stakeholders to understand concerns they may have and talk through potential solutions | Open   |
| 15 | 8/28/18         | Changes in key project personnel at Port, DOTs, FHWA, Consultant | Medium                    | Medium             | <p>Probability</p> <p>L M H<br/>Impact</p> | Mitigate - Key meetings should be attend by more than one staff, meeting decisions documented, and appropriate level of technical documentation saved in project files so the institutional memory does not leave with them. If staff changes occur, build in time for knowledge transfer.                           | Open   |
| 16 | 8/28/18         | Work product quality deficiencies                                | Low                       | Medium             | <p>Probability</p> <p>L M H<br/>Impact</p> | Avoid - Develop and implement a quality assurance plan for the project to make sure that all products are thoroughly reviewed for accuracy and for consistency with other project deliverables   | Open   |

This page intentionally blank.

|    | B                                 | H                                    | J                                     | L                             | S                                  | T                                  | X   | Y                                     | AD                                    | AE                                    | AF                   |
|----|-----------------------------------|--------------------------------------|---------------------------------------|-------------------------------|------------------------------------|------------------------------------|---|---------------------------------------|---------------------------------------|---------------------------------------|----------------------|
| 1  | DRAFT                             |                                      |                                       |                               |                                    |                                    |   |                                       |                                       |                                       |                      |
| 2  | <b>BRIDGE REPLACEMENT PROJECT</b> |                                      |                                       |                               |                                    |                                    |   |                                       |                                       |                                       |                      |
| 3  | within the BRIDGE R&R FUND        |                                      |                                       |                               |                                    |                                    |   |                                       |                                       |                                       |                      |
| 4  | 9/5/18 10:59                      |                                      |                                       |                               |                                    |                                    |   |                                       |                                       |                                       |                      |
| 5  |                                   |                                      |                                       |                               |                                    |                                    |   |                                       |                                       |                                       |                      |
| 6  |                                   | Original Project Budget Jan. 1, 2018 | Modified Project Budget Aug. 24, 2018 | Completed Fiscal Year 2017-18 | Adopted Budget Fiscal Year 2018-19 | Projection for Fiscal Year 2018-19 | <b>RESOURCES &amp; REQUIREMENTS DESCRIPTION</b>       | FY 19-20 Proposed By Project Director | FY 20-21 Proposed By Project Director | FY 21-22 Proposed By Project Director | <b>PROJECT TOTAL</b> |
| 7  |                                   |                                      |                                       |                               |                                    |                                    |   |                                       |                                       |                                       |                      |
| 8  |                                   |                                      |                                       |                               |                                    |                                    | REQUIREMENTS  |                                       |                                       |                                       |                      |
| 24 |                                   |                                      |                                       |                               |                                    |                                    |   |                                       |                                       |                                       |                      |
| 25 |                                   |                                      |                                       |                               |                                    |                                    |   |                                       |                                       |                                       |                      |
| 26 |                                   | 525,000                              | 525,000                               | 66,170                        | 203,900                            | 151,000                            | PERSONAL SERVICES                                     | 156,000                               | 151,830                               | 0                                     | 525,000              |
| 27 |                                   |                                      |                                       | 48,434                        | 143,800                            | 105,000                            | Wages   | 107,000                               | 107,000                               |                                       |                      |
| 28 |                                   |                                      |                                       | 13,987                        | 60,100                             | 38,000                             | Benefits  | 40,000                                | 36,000                                |                                       |                      |
| 29 |                                   |                                      |                                       | 3,750                         | 0                                  | 8,000                              | Taxes   | 9,000                                 | 8,830                                 |                                       |                      |
| 30 |                                   |                                      |                                       |                               | 0                                  |                                    | ...   | 0                                     | 0                                     |                                       |                      |
| 31 |                                   |                                      |                                       |                               |                                    |                                    |   |                                       |                                       |                                       |                      |
| 32 |                                   | 3,842,000                            | 4,037,000                             | 196,569                       | 2,176,000                          | 1,990,783                          | MATERIALS & SERVICE                                   | 1,193,936                             | 644,137                               | 1,000                                 | 4,026,425            |
| 33 |                                   | 250,000                              | 356,000                               | 142,017                       | 80,000                             | 131,000                            | Contracted Project Advisors                           | 70,000                                | 10,000                                | 0                                     | 353,017              |
| 34 |                                   |                                      | 200,000                               | 49,127                        |                                    | 100,000                            | .....Procurement/Financial Advising (Siegel)          | 45,000                                | 0                                     | 0                                     | 194,127              |
| 35 |                                   |                                      | 35,000                                | 20,280                        |                                    | 5,000                              | .....NEPA Advising (Otak)                             | 5,000                                 | 5,000                                 | 0                                     | 35,280               |
| 36 |                                   |                                      | 65,000                                | 37,740                        |                                    | 5,000                              | .....Procurement/Delivery Advising (Clary)*           | 20,000                                | 5,000                                 | 0                                     | 67,740               |
| 37 |                                   |                                      | 11,500                                | 11,500                        |                                    | 0                                  | .....EIS RFP Services (SWRTC)                         | 0                                     | 0                                     | 0                                     | 11,500               |
| 38 |                                   |                                      | 2,619                                 | 2,619                         |                                    | 0                                  | .....Pre-FEIS (WSP)                                   |                                       |                                       |                                       | 2,619                |
| 39 |                                   |                                      | 21,130                                |                               |                                    | 21,000                             | .....Cultural Resources Advising (Akana)              | 0                                     | 0                                     | 0                                     | 21,000               |
| 40 |                                   |                                      | 20,751                                | 20,751                        |                                    | 0                                  | .....Preliminary Cost Estimate (Mott)                 |                                       |                                       |                                       | 20,751               |
| 41 |                                   |                                      | 0                                     |                               |                                    | 0                                  | .....Other  | 0                                     |                                       |                                       | 0                    |
| 42 |                                   | 132,000                              | 86,000                                | 34,215                        | 20,000                             | 13,000                             | Legal/Agency Reimbursement                            | 18,000                                | 6,000                                 | 0                                     | 71,215               |
| 43 |                                   |                                      | 55,000                                | 22,450                        | 20,000                             | 6,000                              | .....Local Counsel (Jaques Sharp)                     | 6,000                                 | 6,000                                 | 0                                     | 40,450               |
| 44 |                                   |                                      | 20,000                                | 11,765                        |                                    | 0                                  | .....Specialty Counsel (Schwabe)                      | 8,000                                 | 0                                     | 0                                     | 19,765               |
| 45 |                                   |                                      | 11,000                                | 0                             |                                    | 7,000                              | .....State/Fed Agency Costs                           | 4,000                                 | 0                                     | 0                                     | 11,000               |
| 46 |                                   | 3,110,000                            | 3,140,000                             | 0                             | 1,651,000                          | 1,755,783                          | Professional Services - EIS (WSP USA Inc.)            | 884,936                               | 507,137                               | 0                                     | 3,147,856            |
| 47 |                                   |                                      | 383,587                               | 0                             |                                    |                                    | .....Task 1. Project Mgt.                             |                                       |                                       | 0                                     | 0                    |
| 48 |                                   |                                      | 299,697                               |                               |                                    |                                    | .....Task 2. Public Involvement                       |                                       |                                       |                                       |                      |
| 49 |                                   |                                      | 19,509                                |                               |                                    |                                    | .....Task 3. Project Delivery Coordination*           |                                       |                                       |                                       |                      |
| 50 |                                   |                                      | 0                                     |                               |                                    |                                    | .....Task 4. Tolling/Revenue Coordination             |                                       |                                       |                                       |                      |
| 51 |                                   |                                      | 1,060,268                             |                               |                                    |                                    | .....Task 5. Environmental                            |                                       |                                       |                                       |                      |
| 52 |                                   |                                      | 1,069,121                             |                               |                                    |                                    | .....Task 6. Engineering                              |                                       |                                       |                                       |                      |
| 53 |                                   |                                      | 160,724                               |                               |                                    |                                    | .....Task 7. Transportation                           |                                       |                                       |                                       |                      |
| 54 |                                   |                                      | 154,950                               |                               |                                    |                                    | .....Task 8. Permit Assistance*                       |                                       |                                       |                                       |                      |
| 55 |                                   |                                      | -7,856                                | 0                             | 1,651,000                          | 1,755,783                          | .....Other  | 884,936                               | 507,137                               |                                       | 3,147,856            |
| 56 |                                   | 350,000                              | 300,000                               | 0                             | 385,000                            | 60,000                             | Professional Services - Other Studies                 | 170,000                               | 70,000                                | 0                                     | 300,000              |
| 57 |                                   |                                      | 250,000                               | 0                             | 150,000                            | 50,000                             | .....Traffic/Tolling/Funding Study (Stantec)*         | 150,000                               | 50,000                                | 0                                     | 250,000              |
| 58 |                                   |                                      | 50,000                                | 0                             | 75,000                             | 10,000                             | .....Project Delivery Analysis*                       | 20,000                                | 20,000                                | 0                                     | 50,000               |
| 59 |                                   |                                      | 0                                     | 0                             | 160,000                            |                                    | .....Miscellaneous Studies                            | 0                                     | 0                                     | 0                                     | 0                    |
| 60 |                                   | 0                                    | 50,000                                | 818                           | 0                                  | 1,000                              | Other Project Items                                   | 21,000                                | 26,000                                | 1,000                                 | 49,818               |
| 61 |                                   |                                      | 0                                     | 0                             |                                    |                                    | .....Initial Right-of-Way*                            |                                       | 0                                     | 0                                     | 0                    |
| 62 |                                   |                                      | 45,000                                | 0                             |                                    |                                    | .....Project Delivery RFI/Support*                    | 20,000                                | 25,000                                | 0                                     | 45,000               |
| 63 |                                   |                                      | 5,000                                 | 818                           |                                    | 1,000                              | .....Advertising/Newspaper Notices                    | 1,000                                 | 1,000                                 | 1,000                                 | 4,818                |
| 64 |                                   |                                      | 0                                     | 0                             |                                    |                                    | .....Other  | 0                                     |                                       |                                       | 0                    |
| 65 |                                   | 0                                    | 105,000                               | 19,519                        | 40,000                             | 30,000                             | Office Equipment, Services, Supplies & Reimbursements | 30,000                                | 25,000                                | 0                                     | 104,519              |
| 66 |                                   |                                      | 8,500                                 | 1,330                         |                                    | 2,600                              | .....IT Service                                       | 2,600                                 | 2,000                                 |                                       | 8,530                |
| 67 |                                   |                                      | 3,500                                 | 434                           |                                    | 900                                | .....Phone/Internet Service                           | 900                                   | 800                                   |                                       | 3,034                |
| 68 |                                   |                                      | 88,000                                | 13,646                        |                                    | 26,000                             | .....Reimbursements (lodging, travel, etc.)           | 26,000                                | 21,800                                |                                       | 87,446               |
| 69 |                                   |                                      | 5,000                                 | 3,311                         |                                    | 500                                | .....Office Equip & Supplies                          | 500                                   | 400                                   |                                       | 4,711                |
| 70 |                                   |                                      |                                       | 797                           | 40,000                             |                                    | .....Other  | 0                                     | 0                                     | 0                                     | 797                  |
| 71 |                                   |                                      |                                       | 0                             |                                    |                                    | ...   |                                       |                                       |                                       | 0                    |
| 72 |                                   |                                      |                                       | 0                             | 0                                  | 0                                  | CAPITAL OUTLAY  | 0                                     | 0                                     | 0                                     | 0                    |
| 76 |                                   |                                      |                                       | 0                             | 0                                  | 0                                  | DEBT SERVICE  | 0                                     | 0                                     | 0                                     | 0                    |
| 81 |                                   | 4,367,000                            | 4,562,000                             | 262,739                       | 2,379,900                          | 2,141,783                          | TOTAL EXPENSES  | 1,349,936                             | 795,967                               | 1,000                                 | 4,551,425            |
| 83 |                                   | 0                                    | 0                                     | 0                             | 0                                  | 0                                  | TRANSFER OUT  | 0                                     | 0                                     | 0                                     | 0                    |
| 85 |                                   | 633,000                              | 438,000                               | 0                             | 0                                  | 0                                  | CONTINGENCY   | 300,000                               | 148,575                               | 0                                     | 448,575              |
| 87 |                                   | 0                                    | 0                                     | 0                             | 0                                  | 0                                  | UNAPPROPRIATED ENDING FUND BALANCE                    | 0                                     | 0                                     | 0                                     | 0                    |
| 88 |                                   |                                      |                                       |                               |                                    |                                    | * non-NEPA item                                       |                                       |                                       |                                       |                      |
| 89 |                                   | 5,000,000                            | 5,000,000                             | 262,739                       | 2,379,900                          | 2,141,783                          | TOTAL REQUIREMENTS                                    | 1,649,936                             | 944,542                               | 1,000                                 | 5,000,000            |

This page intentionally blank.



## Executive Director's Report

September 11, 2018

### Staff & Administrative

- I have met twice with Rachel Fuller, the new City of Hood River City Manager.
- The annual meeting of PNWA will occur October 10-12 in Vancouver, WA. We still need to finalize which Commissioners will be attending. Kevin will be attending the Oregon Public Ports Association (OPPA) in Coos Bay on October 3-6.
- Jana Scoggins is off for a three-week vacation with her mother who is visiting from the Czech Republic. Esperanza Perez will be filling in at the front desk and Genevieve will be taking Commission meeting minutes on September 11.
- Hood River County has completed a Natural Hazards Mitigation Plan 2018 that satisfies State OEM (State Office of Emergency Management) and FEMA (Federal Emergency Management Agency). Commission support of this plan may be a future action item.
- Finance Specialist Janet Lerner has announced she will retire in December. We are advertising for an Administrative Specialist now.

### Recreation/Marina

- The Event Site booth closed on Labor Day, September 3. The parking lot is now available free of charge until its 9:00 p.m. closing. Per the parking plan, we expect to order at least one parking kiosk for installation at the Event Site for installation in the next two months.
- Gross parking receipts for the month of August totaled approximately \$18,500. There were about 5,350 individual transactions. The receipts total does not include penalties, which averaged about \$150 per day. Each of these numbers will decrease rapidly in the fall. A meeting of the City's Parking Committee took place on August 29 to review issues associated with waterfront parking over the summer months. There was general agreement that the Port's parking plan was implemented successfully but created more pressure on private lots which act as an important parking resource, especially during special event days and weekends. It does not appear that the City is interested in installing parking meters at this time.
- Event Site hosts John and Sharon Chow left for their home in British Columbia on September 3. Attached is the summer report that Sharon prepares and her annual "Bucket List" of desired improvements for next year. The Chows perform a



remarkable number of important functions at the Event Site and their assistance to the Port is invaluable. Staff delivered a small gift basket and gift card. They have offered to return next year.

- Architect Liz Olberding has been retained to prepare schematic drawings for improvements to the Event Site restroom building.
- Staff is developing a small contract with MCEDD to undertake a commercial truck parking study for the waterfront.
- The 75<sup>th</sup> annual Hood River Cross Channel Swim was canceled even as the sternwheeler was fully loaded with swimmers. Chamber staff and volunteers did an excellent job of parking and participant processing on Port property.
- Staff has submitted the applications for Site Plan and Natural Resource review for the Nichols Basin SUP/Kayak Storage Facility. The City's review should take 6-8 weeks.

---

### **Development/Property**

- Public comment on the voluntary remand of the City's tenant improvement approvals for both the Ferment Brewing (403 Portway Ave) and Camp 1805 space (407 Portway Ave.) was sought with a deadline of August 30. This is the old Expo Property that the Port conveyed to Key Development under the terms of a DDA. On behalf of the Port, I provided comment in the form of the attached letter. This is a contentious land use issue and there may be some concern about the form or content of the Port's input. This is an issue that deserves Commission discussion, including the need for Commission direction on similar land use matters.
- Staff hopes to go out to bid for the move of the dirt from the Lower Mill to the airport in September.

---

### **Airport**

- Staff met with an adjacent property owner to discuss their concerns about the growing use of the Farm Access Road at the airport. The meeting resulted in letters to all adjacent land owners and new signage and gate locks and identified the need to enter into specific agreements with those orchardists who have the right to use the road but also responsibility for gate control. The letters that were sent to farmers and neighbors are attached.
- New traffic control gates for the North and South Ramps have been ordered. Installation is expected by the end of October.

- The Hood River Fly-In occurs this weekend September 8 and 9. Facilities Dept. staff spent considerable time in preparing the large airport property for this event and it looks terrific.
- On the agenda is Commission action to fill two upcoming vacancies on the Airport Advisory Committee. After advertising the openings, we have received five applications, all included in the packet. Commissioners are asked to review the applications and be prepared to make a decision at the meeting.

---

## Bridge/Transportation

- About 4:00 a.m. on Thursday, August 30, the top from one of the large pines on Port property west of the Button Bridge intersection snapped off in the wind and landed in the south bound lane, blocking the roadway. Facilities staff came in and were able to get it out of the traffic lane. This is an example of the remarkable staff we have in the Facilities Department and their ready availability to respond to all types of incidents at all hours.
- Plans and specs for the Skew Upgrade and Lift Span Motors Project are complete. Staff is preparing the full solicitation documents and the project was advertised for bid in the Oregon and Seattle DJCs, the Hood River News, The Dalles Chronicle, and the White Salmon Enterprise. Our expectation is to have a contractor selected and a contract for approval for the October 2 meeting. Our schedule has the project being carried out in December.
- On August 31st ODOT and the State of Oregon DMV visited the Port to learn about our toll facilities and practices. They are currently looking at tolling other roads and highways in the Portland area. Fred Kowell hosted the large group.
- The IDRIS system (the controller) has reached the end of its useful life. It is still barely operational for lanes 1 and 4. P-Square came out last week to cut-over to our new AVC (Automated Vehicle Classification) system. We have been testing this system in Lane 1 for several weeks but that testing is not complete. Due to the urgency of the IDRIS controller being down, we are moving to complete the conversion to AVC for all lanes immediately.

This page intentionally left blank.

## **EVENT SITE HOST SUMMER REPORT 2018**

We arrived 'Home Sweet Home' June 27th. and fell back into routine like we had never missed a summer. Year 7 here we come!

### **EVENTS:**

JULY 4th. was the first event and I believe we had less personal fireworks than ever before. I don't think we had ANY in the parking lot. Some people chose to take theirs out to the Sandbar to let it off. Personally, I think this is the safest place as you are surrounded by water and not likely to start any fires.

JULY 13th. - 15th. was KB4C. Unfortunately the wind shut down for the weekend and it was screaming hot. They seemed to cope with things well in spite of this but I felt bad for them. All that work...and then no wind. Their set up and clean up went smoothly. The only thing that suffered was the lawn.....and this was because of the extreme heat.

AUGUST 14th. - 17th. was the All Wind Sports Trade Show. This event ran smoothly and they got some pretty good wind for the demo part. I was concerned about the lawn being without water for a whole week, but the weather co-operated and it fared better than I expected. We didn't get too many complaints from windsurfers about the launch being closed, but one of the kilters told me he had a lot of complaints from kilters about their minimal rigging area.

### **PARKING:**

We parked out 19 days this summer and had 'many' days when we were close. Between June 30th. and July 8th. we parked out 7 times. Looking back at the 2016 statistics (because I don't have 2017) we parked out 15 days throughout the summer.

I thought I would touch on the concerns we have come across over the summer with the street pay parking. As with any change, there is always growing pains.

1. Confusion over zones and on and off street parking passes. Many people think their Season Passes are also good for on the street. I know it is written on the back of the Season Pass that it isn't good for the street, but I wonder if it should be on the front as well. When the city brings their street pay parking on board.....it may even be more confusing. Many of our visitors are from out of town, and even other countries, and they have no idea that Hood River is essentially two political entities.

2. The machine in the Jensen Lot does not tell you any fees. I've had some comment that they couldn't find out the price until they actually made the credit card purchase so they just came over to the Event Site because they knew how much it was before they paid. I thought this was odd so I went over and checked for myself and it is in fact true. Nothing I did would make it display prices. I tried the other street parking ones and they 'do' display the price.

3. Encourage ES users to 'display' passes and have the parking attendant do an occasional walk through. I believe we have people that 'claim' they are just dropping stuff off or watching for a minute and then they actually park for the day.

### **DOGS:**

I would have to say that the dog leashing requests were pretty much the norm again this summer. Animal Control did not do as many 'drive throughs' as usual. We didn't need to call them to pick up any dogs. We are a bit more lenient with the dog leashing on the 'really hot/non busy' days. When it's super hot all the dogs want to do is head for the water and they don't seem to have much energy for anything else. On the non busy days, we tend to have too few to worry much about them. Usually..... this has seemed to work. I actually think there was less dogs at the beach this year than in the past. Maybe because we had so much hot weather and owners felt their furry friends were more comfortable at home?

**LOST AND FOUND:**

We tagged 140 items this summer, compared to 127 items in 2016. We are sure that the brown bin is being used by some as a shopping cart. If something gets put in there at night that is even remotely good.....it is usually gone by morning. I'm not sure what, if anything could/should be changed here.

**SAFETY:**

The installation of extra buoy's out front has created a better visual line for the 'no wake' zone. We still do a lot of education on a fairly regular basis. The one surprise was that it was also a better visual to keep the swimmers 'inside' the buoy line. We currently have the East End Buoy migrating Southeast. It will need to be adjusted by next season I think as the winter storms may make it move even more.

We think it would be a good idea to send out a bulletin to all the schools at the beginning of the season to just remind them to let their Instructors know what the buoy's are for so they can:

- a) abide by the rules and set an example
- b) make their students/customers aware of the rules

**STATISTICS:**

We parked out 19 times.

EMT was called once for a kiter that hurt his leg. Not sure the outcome.

We would once again like to thank The Port for another fun filled summer. As appears to be the norm, July was better wind than August. The Waterfront is a beautiful, busy hub for tourism and a lovely place to spend the summer. The Port employees have again been a real pleasure to deal with and we look forward to seeing everyone next summer.

One of our regulars said it very well when he said....."*I think this summer should get a 'speeding ticket'!!*"

Many thanks  
Sharon & John

**BUCKET LIST 2018:****OVERLENGTH PARKING:**

Paint both ends of all Overlength stalls, including those at the ends of the car stall rows, with 'OVERLENGTH ONLY' signage.

**Rationale:** We spend a significant amount of time re-directing vehicles who have paid for an under 22' stall into an appropriate space. As soon as the East end fills, people tend to park in the next available row which happens to be the overlength spaces. I don't think some of them even realize they are for Overlength vehicles.

**DRINKING FOUNTAIN:**

Repair the plumbing or valve for the drinking fountain. The water stream has been getting lower and lower all summer. I suspect a line is plugging with mineral somewhere.

**SAFETY BOUYS:**

Ensure that all 3 Buoys are located appropriately at the beginning of the season.

**Rationale:** Our Eastern Buoy has been spending the past week or so migrating Southeast and may migrate even more after/during the winter storms. Having the 3 Buoys this summer has been a much better visual line for both the wind-sports and the swimmers.

**CURB PAINTING:** Lengthen yellow curb painting along sidewalk to within 30-40 feet of the corners. Paint 10 MIN. LOADING ZONE on the yellow curb and NO PARKING on the red curb.

**Rationale:** The paddling community is growing in leaps and bounds. The Event Site is becoming the HOT SPOT as the pick up area for downwind paddling. On windy days and the days leading up to and during their huge events, that are held at Waterfront Park, we can have a steady stream of curb side pickups.....especially at the West End. Most of the sidewalk curb is being used for loading/unloading with most (but not all) people being aware of the short time limit protocol. We would like to see both corners remain as 'red'. This way it would be easier to monitor....as in.....DO NOT PARK ON THE RED CORNERS, which are the most dangerous/congestive areas anyway.

**LINE PAINTING:**

Freshen up all vehicle parking stall lines.....but please don't make the spaces any narrower. The lines are just getting pretty faded. Paint NO PARKING along South side of stall rows where we put the cones this summer. Then we wouldn't have cones blowing over.

**WASHROOM / CHANGE-ROOM:**

We would love to see some sort of Change-room structure built either free standing or beside/attached to the existing washrooms. Bob's Beach in Stevenson has such a structure. It has no roof and the sides come down to within about a foot of the ground. It is simply for changing.

**Rationale:** On the parked out or super busy days we can have continuous lineups at the women's washroom, often 6 or more deep. The men's will often have 2-3 deep. Having a separate space for just changing could alleviate tying up a washroom stall and may in turn reduce lineups. More washroom stalls would also help, but I think a simple changing area would be more cost effective.

Note: Both washrooms could use new mirrors.

**TREES:**

Remove a dead evergreen from the Eastern bank of lawn shade trees.

**JENSEN LOT:**

The parking ticket machine does not display a fee of any kind like all the other street parking machines. People mentioned this to me, so I went over and checked for myself, and they were right. It may need programming.....or a sign could be put on the machine.





Port of Hood River

*Providing for the region's economic future.*

INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • [portofhoodriver.com](http://portofhoodriver.com) • Email: [porthr@gorge.net](mailto:porthr@gorge.net)

August 28, 2018

Mr. Dustin Nilson  
 Planning Director  
 City of Hood River  
 211 2<sup>nd</sup> Street  
 Hood River, Oregon 97031

Re: Land use Application – Key Development @ 403/407 Portway Ave.

Dear Mr. Nilson:

The Port of Hood River (“Port”) is a municipal corporation that owns significant properties on the Hood River Waterfront. Our agency was heavily involved in preparation of the Waterfront Refinement Plan (“Plan”) which was the basis for the Waterfront Overlay Zone approved by City Council in 2014. We offer these comments on the above-referenced land use applications:

- The buildings under construction by Key Development Corporation (“Key”) are exactly what the City Council and this community hoped for when the Plan was prepared. The creative design and quality construction are outstanding. The Port promotes a high quality and aesthetically pleasing waterfront. Key has surpassed all expectations at this cornerstone property.
- A balance between function and form in the industrial zone on the Hood River Waterfront that meets community expectations is extremely challenging to carry out successfully. The Plan was implemented to ensure that the waterfront attracts excellent development while meeting industrial use requirements. We believe that Key has properly, and laudably, done so here.
- Per the refinement plan, 2,500sf or 25% of the gross floor area within the building is allowed for the sale and display of products demonstrated to be “accessory and essential to the permitted use”. Ferment is a permitted use in the LI Zone. The on-site sale of their product is allowed. Beer sales require food service, including kitchen, restroom and seating areas. We believe that the all of these interior spaces should be allowed up to the code limit of 2,500 s.f. This is nearly identical to the Pfriem Brewing space approved by the City in 2009 at 707 Portway Ave., which serves as a nearby precedent.
- We understand that that the inter-connected design of both buildings is intended to promote the free flow of tenants and customers between floors and businesses. The General Circulation (GC) areas on the 2<sup>nd</sup> floor of 403, appear to serve both commercial areas and common facilities such as restrooms and observation areas. Therefore, some or most of these circulation areas should, reasonably, not be counted towards the commercial square footage allotment. And, like the

## Port of Hood River

*Providing for the region's economic future.*

Ferment space in building 403, we believe that the Commercial allotment of 2,500 s.f. is reasonable per the allowance Waterfront Overlay Zone.

- The exterior "plaza" space between the two buildings also supports the free-flowing, inter-connected design intent. We understand the plaza will be open and accessible to the public with no purchase requirement. However, if the exterior space is served by a retail establishment within either building, it is reasonable to expect that this exterior space should be counted toward the combined commercial maximum of 5,000 s.f. between the two buildings.

We recommend that the requested authorizations for Tenant Improvements associated with 403 and 407 Portway Ave. be approved with the exception noted above.

Thank you for this opportunity to comment.

Respectfully,



Michael McElwee  
Executive Director  
Port of Hood River

cc: Port Commissioners  
Anne Medenbach, Development Manager, Port of Hood River

**INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA**

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • [portofhoodriver.com](http://portofhoodriver.com) • Email: [porthr@gorge.net](mailto:porthr@gorge.net)

August 23, 2018

RE: Orchard road cut off through Airport property

\_\_\_\_\_

The Port of Hood River is the owner and operator of the Ken Jernstedt Airfield and is writing to you as both a neighbor and an operator of a public facility. The Port has been made aware of a growing Orchard Road access issue. We want to solve this issue and would like your support.

As you know, a portion of Orchard road was vacated in 2013 to facilitate a shift of the runway. At that time, it was agreed with the County and neighbors, that access through Port property, around the east end of the runway, would be needed by your adjacent agricultural operation. The purpose was to continue to allow farm access for equipment, trucking and personnel to both the north and south sides of Orchard road. The intent was never to allow this access to be used by the public or non-agricultural vehicles for convenience.

What has occurred in the last 5 years, is that many people who are not related to an agricultural task, are using this connection. Pedestrians, dogs and vehicular traffic are all using it. This is causing liability that the Port and private property owners like yourselves, do not want.

We think these people are using the access because:

1. That the gates are rarely locked.
2. The public either doesn't know or feels entitled to this access.
3. People are not shutting the gate after themselves.
4. It is unclear who has allowed access and who does not.

When the road was vacated the Port had the County approve the attached access agreement. The purpose of this agreement was to memorialize the above access understanding. None of these agreements were ever executed. We would like to execute those now. This will help us all be clear on who is supposed to be accessing (all of you) and who is responsible (All of us) for keep that access secure.

If you have any questions or concerns regarding this, please call the Anne Medenbach at 541-645-5116 or email at [porthr@gorge.net](mailto:porthr@gorge.net). Otherwise, please fill sign and date the access agreement and send it back in the envelope provided. The Port will execute it and send you a copy back.

We hope this will help all of us keep both our airport and private properties safe.

Thank you for your support and assistance with this issue.

# Port of Hood River

*Providing for the region's economic futu*

Sincerely,

Anne Medenbach  
Development & Property Manager

**INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA**

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • [portofhoodriver.com](http://portofhoodriver.com) • Email: [porthr@gorge.net](mailto:porthr@gorge.net)

August 23, 2018

RE: Orchard road cut off through Airport property

\_\_\_\_\_

The Port of Hood River is the owner and operator of the Ken Jernstedt Airport and is writing to you as both a neighbor and an operator of a public facility. The Port has been made aware of a growing Orchard Road access issue. We want to solve this issue and would like your support.

A portion of Orchard road was vacated in 2013 to facilitate a shift of the runway. The County and Port agreed that access through Port property, around the east end of the runway, would need to remain for adjacent agricultural operations. The intent was never to allow this access to be used by the public or non-agricultural vehicles as that would occur on Tucker Road.

For the last 5 years, many people who are not related to an agricultural task or airport use, are using this connection. This is causing the following issues:

1. Pedestrian use is occurring. As these are private properties with active agriculture, there are hazards that may be harmful to private individuals who are unknowingly or knowingly entering private property. Chemicals spraying, large equipment and other farm operations occur daily on these lands. Farm workers are not expecting the public to be accessing these areas and it is therefore dangerous as well as illegal for pedestrians to be utilizing these properties.
2. Pets are also accessing these properties. Pets pose a safety hazard and a food safety risk to the farmers. Any pet waste can be directly transferred to farm workers and to fruit and if fruit is contaminated, much of it may need to be thrown out. This is a waste of fruit and a loss of income for the farm.
3. This is an active airport. The cut off road does go close to the runway end. It is not a good spot for the public to be.

The Port would like to request, that unless you have an access agreement with us, that you do not use the cut off road through Port property or the adjacent private drive. You will see large no trespassing signs go up in the near future.

If you have any questions or concerns regarding this, please call the Anne Medenbach at 541-645-5116 or email at [porthr@gorge.net](mailto:porthr@gorge.net).

Thank you for your support and assistance with this issue.  
Sincerely,

Anne Medenbach  
Development & Property Manager

# Port of Hood River

*Providing for the region's economic futu*

# Commission Memo



Prepared by: Anne Medenbach  
Date: September 11, 2018  
Re: Ordinance 23-2018

---

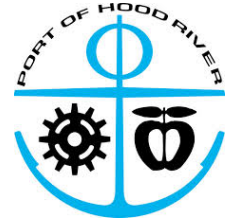
The second hearing for the second reading of Port Ordinance 23-2018 will be held during the first part of the September 11 meeting. If no comments are received during public session, and there are no changes requested by the Commission, staff requests that the Board of Commissioners adopt the Ordinance.

**RECOMMENDATION:** Adopt Ordinance 23-2018 governing conduct at the Ken Jernstedt Airfield and replacing Ordinance 23.

This page intentionally left blank.



# Commission Memo



Prepared by: Anne Medenbach  
Date: September 11, 2018  
Re: Airport Minimum Standards

---

Minimum standards are standards set by the airport owner and operator to ensure and protect the level of quality of services offered. Standards also ensure that each business operating or wanting to operate on the airfield is treated equally and adheres to a standard set of requirements for that operation.

The Ken Jernstedt Airfield has not had Minimum Standards implemented. Staff feels that due to the increase in business and construction slated to occur, Minimum Standards are important to implement now. The attached Minimum Standards document outlines what types of businesses are allowed and what their requirements are to operate. This includes insurance requirements, services offered, and certifications and other basic staffing requirements.

The FBO, AAC, and legal counsel have all provided comment and edits to these Minimum Standards.

**RECOMMENDATION:** Adopt Minimum Standards for the Ken Jernstedt Airfield.

This page intentionally left blank.

# Minimum Standards for the Hood River Airport

**1. Policy, Purpose and Authority**

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

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

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

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

**2. General Requirements**

**2.1 Proposal Submission.**

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

**2.2 Fly Friendly**

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

**2.3 Liability and Insurance**

The Following insurance requirements apply to users of the airport.

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

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

### **3 Application of the Minimum Standards**

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

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

### **4 General Minimum Standards for Commercial Operators**

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

#### 4.1. Aeronautical:

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

4.2 Non-Aeronautical. A Non-Aeronautical Operator provides services that are not aviation oriented. Support Activities may include a variety of concessions in support of pilots, passengers, and other the public. These services may include automobile rental, aviation medical offices and food services.

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

## 5 General Minimum Standards for Non-Commercial Operators

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

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

- 8.1 Non-Commercial Activities: Activities conducted at the Airport under this section must be of a completely non-commercial nature and for the sole purpose of operating, storing and maintaining a corporate, non-profit or personal aircraft for incidental use as a hobby or in the conduct of the owner's non-aviation related business. Commercial services under this section shall not be offered to the public on any basis.
  
- 8.2 Maintenance: Maintenance of owned or leased aircraft may be provided by the aircraft owner or the owner's bona fide employees, provided that all applicable FAA certification, licensing, and standards are complied with. Maintenance beyond FAR, Part 43, Appendix A(c) may only be performed in locations specified as maintenance facilities identified in Appendix 1. Maintenance beyond FAR, Part 43, Appendix A(c) may only be performed by private operators in locations identified as maintenance facilities in Appendix 1. Private operators wishing to conduct commercial activities are required to meet the commercial requirements specified elsewhere in this document.
  
- 8.3 Flying Clubs  
A flying club is a non-commercial, nonprofit organization in which two or more members or associates own or lease aircraft in common and/or in which the members have an ownership interest. Flying clubs shall comply with all applicable FAA standards, specifically FAA Compliance Manual Order 5190.6b Section 10.6

## 6 Primary FBO Services

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

- 6.1 Airframe and Power Plant Maintenance: An airframe and powerplant maintenance operator shall provide, at a minimum, services including: the repair, maintenance, inspection, constructing, and making of modifications and alterations to airframes, aircraft engines, propellers and instruments, or the removal and installation of engines for major overhaul. This category of service also includes the retail sale of aircraft parts and accessories. An airframe and power plant maintenance operator shall:
  - 6.1.1 Employ and have on-duty a minimum of two mechanics; one (1) FAA-certified airframe and powerplant mechanic and one (1) FAA-certified airframe and powerplant mechanic with inspection authorization, and/ or conduct operations as a certified repair station pursuant to FAR Part 145.
  - 6.1.2 Keep premises open and services available during standard business hours, five (5) days a week.
  - 6.1.3 Provide for retail sales of equipment, supplies and parts required for general aviation airframe and powerplant inspection, maintenance and repair.

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

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

- 6.2.1 Ensure fuel is available twenty-four (24) hours per day and seven (7) days per week. This may require on-call staff or the installation of a self-service (card-reader or card-lock) system and must follow State and local building codes and Office of State Fire Marshall regulations.
- 6.2.2 Comply with all regulations including proper fuel spill prevention features and containment capabilities. In addition, the operator shall provide a current copy of their fuel spill prevention, countermeasures, and control plan to the Port. Fuel inventories will be monitored in accordance with current Oregon State DOE standards, and copies shall be provided to the Port when requested.
- 6.2.3 Pay to the Port of Hood River a fuel flowage fee based on contemporary rates and actual volume dispensed.
- 6.2.4 Provide an appropriate supply of properly located, type, size and operable fire extinguishers and other safety equipment in accordance with the Uniform Fire Code. All fire extinguisher certifications must be current.
- 6.2.5 The FBO shall develop and maintain Standard Operating Procedures (SOP) for refueling and ground handling operations and shall ensure compliance with standards set forth in the Uniform Fire Code and FAA Advisory Circular 00-34A, Aircraft Ground Handling and Services. The SOP shall address bonding and fire protection, public protecting, control of access to the fuel storage area, and marking and labeling of fuel storage tanks and fuel dispensing equipment. The SOP shall be submitted to the Port no later than thirty (30) days prior to the FBO commencing fueling activities.
- 6.2.6 Each FBO shall obtain all applicable fueling certifications and permits, and received periodic refresher training as required. The Port and/or the FAA may periodically conduct inspections of the FBO activities and facilities to ensure compliance with laws, regulations and Minimum Standards.
- 6.2.7 Additionally, the FBO shall comply with FAA advisory Circular 150/5230-4, Aircraft Fuel storage, Handling, and Dispensing on Airports, Airport rules and regulations, and all other applicable laws related to aircraft fuel handling, dispensing a storage.

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

- 6.3.1 Public lounge, waiting area and indoor restroom
- 6.3.2 Public telephone

- 6.3.3 Snack food and beverage machine
- 6.3.4 Local ground transportation contacts, flight planning work area with Flight Service Station and weather service communication links and internet.

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

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

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

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

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

7.1 Aircraft Rental: An aircraft leasing or rental services operator provides general aviation aircraft for leasing or rental to the public. An aircraft rental services operator shall:

- 7.1.1 Keep premises open and services available during appropriate business hours five (5) days a week.
- 7.1.2 Have available for rental a minimum of two (2) owned or leased, certified, airworthy and properly equipped aircraft.
- 7.1.3 Ensure that all renters follow all applicable federal, state, and local laws, rules, regulations and policies.

7.2 Avionics Maintenance and Sales: An avionics maintenance operator shall provide services including: the maintenance, repair, and installation of aircraft avionics, radios, instruments, and accessories. This service includes the retail sale of new or used aircraft avionics, radios, instruments, and accessories. An avionics operator shall:

- 7.2.1 Employ and have on duty at least one (1) trained and FAA-certified avionics technician and one (1) on-call FAA-Certified airframe and powerplant mechanic with inspection authorization.
- 7.2.2 Keep premises open and services available during appropriate business hours, five (5) days a week.
- 7.2.3 Hold the appropriate FAA repair station certificates for the types of equipment the



- operator plans to service and/or install.
- 7.2.4 Provide specialized maintenance and repair on historic navigation and communication radios and antenna systems, and mechanical, pneumatic and electrical flight instruments.
- 7.3 Charter Operations. A charter operator provides for hire air transportation of persons or property to the public either on a scheduled or "on-demand" basis, and is further defined by FAR Parts 119 and 135. A charter operator shall:
- 7.3.1 Employ and make available at least one (1) person who holds a current FAA commercial pilot certificate and medical certificate with ratings appropriate for the operator's aircraft.
- 7.3.2 Provide one (1) or more properly airworthy and properly equipped aircraft to accomplish the services offered.
- 7.3.3 Have and display a current FAR Part 135 Certificate.
- 7.4 Special Flying Service: FBOs and SASOs providing special flying services such as agricultural spraying or seeding, sightseeing tours, aerial photography or surveying, power line or pipeline patrol, firefighting or fire patrol, air ambulance, airborne mineral exploration, banner towing, and other commercial flying services operated under FAR Part 91. A special flying service operator shall:
- 7.4.1 Employ and make available at least one (1) person who holds a current FAA commercial pilot certificate and medical certificate with ratings appropriate for the operator's aircraft.
- 7.4.2 Own or lease at least one (1) airworthy and properly equipped aircraft.
- 7.5 Aircraft Storage and Hangars: An aircraft storage and hangar service operator leases and rents hangars and/or multiple T-hangars, to aircraft owners or operators for aircraft storage purposes. An aircraft storage and hangar service operator shall:
- 7.5.1 Post informational sign with hangar operator contact name and phone numbers, hangar availability, and rental rates inside the FBO's terminal. A separate leased space is not required for this service.
- 7.5.2 Rent hangars only for aircraft storage purposes. It is the responsibility of both the operator and owner of each based aircraft stored within the operator's hangar facilities to comply with the rules and regulations of the Airport.
- 7.7. Aircraft Sales: Aircraft brokers or sales operators providing new and/or used aircraft sales and aircraft brokerage services shall:
- 7.7.1 Employ and have on duty at least one (1) qualified aircraft salesperson.
- 7.7.2 Not perform any maintenance or charter activities.
- 7.8 Aircraft Restoration, Painting, and Refurbishing: FBOs and SASOs providing any restoration, painting and refurbishing of aircraft structures, engines, propellers, accessories, interiors, exteriors, and components shall:
- 7.8.1 Employ and have on duty at least one (1) qualified person who has certificates appropriate for the work performed.
- 7.8.2 Meet all requirements of the Uniform Fire Code.
- 7.8.3 Meet all air, water, hazardous materials, and environment standards required by

federal, state, and local laws, regulations, and policies.

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

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

## 8 **Complaints**

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

## 9 **Definitions**

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

1. Aeronautical Activity - any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, all aircraft movement, takeoff and landing operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft repair and maintenance.
2. Agreement - the written agreement between the Port and a Person specifying the terms and conditions under which the Person may conduct commercial aviation activities.
3. Aircraft - any contrivance used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultralight, balloon, blimp, dirigible, unmanned aerial vehicle, remotely piloted vehicle, or drone.
4. Aviation Fuel, AVGAS, Jet-A - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for effectively and efficiently operating internal combustion, jet, or turbine engine, which meet the standards of ASTM D910-Latest (AVGAS) and DI 655-Latest (JETA).

5. Aircraft Operation - an aircraft arrival at, taxiing on, or departure from, the airport. For FAA, statistical data: any aircraft arrival or departure; each of which accounts for one operation.
6. Aircraft Owner - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.
7. Aircraft Parking and Storage Areas - hangar and apron locations at the Airport designated by the Port for the parking and storage of aircraft.
8. Aircraft Rental - the commercial operation of renting or leasing aircraft to the public for compensation.
9. Aircraft Sales - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
10. Aircraft, Based - an aircraft which the owner physically locates at the airport for an undetermined period, and, whenever absent from the Airport, its owner intends to return the aircraft to the airport for long-term storage.
11. Airframe and Powerplant Maintenance - the commercial operation of providing airframe and power plant services, which includes but not limited to any of the following: the repair, maintenance, inspection, construction, modification or alteration to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul. This category of service also includes the sale of aircraft parts and accessories.
12. Airport - Hood River Airport; all the properties owned and controlled by the Port of Hood River, Oregon, being used as a public airport and located in Hood River County, Oregon.
13. Avionics Sales and Maintenance - the commercial operation of providing the repair and maintenance of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.
14. Charter Operation - any operation for compensation or hire as defined in FAR Part 119, and operated under FAR Part 135.
15. Commercial Activity - the conduct of any aspect of a business, concession, operation, or agency to provide goods or services to any person for compensation, for-profit or hire. In addition, any activity which requires a license or certification to be performed, whether for compensation or not, is considered a commercial activity.
16. Commercial Operator - a person, firm, corporation, or other entity conducting commercial activities or services at the Airport for compensation or hire, and/or providing a service which requires licensing or certification to be performed regardless of whether compensation is provided. Nonprofit organizations are not considered commercial operators.

17. Commercial Service - the actual conveyance of product or maintenance and repair, etc. provided by a person, firm, corporation whether for compensation or not. Typically, a task performed by a Commercial Operator's employee for a customer.
18. Port - the Port of Hood River, Oregon.
19. FAA - the Federal Aviation Administration.
20. FAR- the Federal Aviation Regulations as published by the FAA.
21. Flight Instructor - a person who is properly licensed and certified by the FAA to provide flight instruction.
22. Flight Training - the commercial operation of instructing pilots in dual and solo flight in any aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots' certificates and ratings.
23. Flying Club - a noncommercial, nonprofit organization in which two or more members or associates own or lease aircraft in common and/or in which the members have an ownership interest.
24. FBO (Fixed Base Operator) - a full-service commercial operator who engages in the activities that typically include aircraft fuel sales, airframe, powerplant, and avionics maintenance and overhaul, flight training, and pilot supplies and aircraft parts retail sale
25. Fueling or Fuel Handling - the transportation, sale, delivery, dispensing, or draining of fuel or fuel waste products to or from aircraft or fuel trucks.
26. Fuel Storage Area - any portion of the Airport designated temporarily or permanently by the Port as an area in which aircraft fuel or any other type of fuel may be stored or loaded.
27. General Aviation - all civil aviation operations other than military, scheduled air services and non-- scheduled air transport operations for remuneration or hire.
28. Hazardous Material - any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, board agency or instrumentality of the United States, the State of Washington, or any political subdivision thereof, and the presence of which requires investigation, removal and/or remediation.
29. Lease - the written contract between the Port and a person/business enterprise specifying the terms and conditions under which a person may occupy and operate certain Airport facilities and/or property.
30. Minimum Standards - the qualifications or criteria established by the Port of Hood River

Commission as the minimum requirements to perform commercial activities and operations on the airport.

31. Mobile Service Provider (MSP) - a person or entity that provides commercial aeronautical services on airport property but does not operate out of owned or leased property on the airport. Examples of an MSP include aircraft washing and detailing.
32. Mobile Maintenance Provider (MMP) - a person or entity that performs aircraft maintenance that requires certification or licensing, but is not a commercial tenant at Hood River Airport, and who temporarily rents space in a facility approved for commercial activity from a lessee for performing occasional work on airport tenant owned aircraft.
33. Non-Commercial Operator - a person, firm, corporation, or other entity conducting Aeronautical Activities at the Airport which is not a Commercial Operator.
34. Permit - administrative approval issued by the Port to a Person to conduct a commercial aeronautical activity, and provide such services to based and transient aircraft only from facilities and locations where such services are authorized.
35. Person - any individual, firm, partnership, corporation, company, association, joint stock, or body politic; and includes any trustee, receiver, assignee, or other similar representative thereof.
36. SASO (Specialized Aviation Service Operation) - an aeronautical business that offers a single or limited service. Examples of a SASO include, but are not limited to: pipeline patrol, aerial photography/survey, scheduled commuter air service, air ambulance, aircraft sales, aircraft storage, propeller and/or aircraft accessory repair and sales, aircraft upholstery, aircraft painting, flight training, fuel sales, and banner towing.
37. Self-Fueling - fueling an aircraft by the pilot using fuel pumps installed for that purpose. The fueling facility may or may not be attended by the owner/operator of such a facility. The use of this type of facility is not considered to be self-service.
38. Special Flying Service - An FBO, SASO, or other operator that provides a special flying service that includes but is not limited to: agricultural spraying or seeding, sightseeing tours, aerial photography or surveying, power line or pipeline patrol, firefighting or fire patrol, air ambulance, airborne mineral exploration, banner towing, et cetera.
39. Taxi-lane - the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage hangars.
40. Taxiway - a defined path established for the taxiing of aircraft from one part of the Airport to another; typically, from the aprons to the runway.
41. Port of Hood River Commission - five elected Port officials who comprise the governing body of the Port of Hood River

This page intentionally left blank.

# Commission Memo



Prepared by: Anne Medenbach  
Date: September 11, 2018  
Re: Airport Advisory Committee Member Appointments

---

The Airport Advisory Committee (AAC) is a standing committee of the Port and acts in an advisory capacity to staff and the Board of Commissioners. The AAC meets approximately once per quarter unless there is a specific task they are working on. Last year, the AAC met monthly in order to develop and implement the Port's Fly Friendly program. The AAC has become very active and is comprised of dedicated and experienced people who serve to make the airport better.

The Committee is made up of seven public members, two Port Commissioners and the Fixed Based Operator (FBO). Each member serves a three-year term and must be appointed by the Board of Commissioners.

This year, two AAC members' terms have expired, Dayle Harris and Gianaro Avolio. Mr. Harris would like to continue as the AAC president. Five other members of the public applied for the AAC. One resides outside of the Port District and is therefore ineligible.

In the attached materials, you will notice some candidates submitted a formal application and some only a resume. Staff was unaware of the actual application when the public notice went out and some of the applicants were not able to fill out a formal application. Staff asks that the Commissioners treat applications and resumes with the same weight.

The Commission is asked to review the applications and either choose to interview the applicants or appoint two to the Committee on the 11<sup>th</sup>.

## **RECOMMENDATION:**

Appoint \_\_\_\_\_ and \_\_\_\_\_ to the Airport Advisory Committee for a term of three years each, commencing as of September 11, 2018.

This page intentionally left blank.



**1. Dayle Harris**

Current AAC President

Mr. Harris has served on the AAC for over 10 years. His career was a commercial airline pilot. He is very active in WAAAM and continues to serve the FAA as a local contact.

Mr. Harris would like to serve another term on the AAC.

**2. Lynn E. Guenther****Aviation Background:**

26 years in the Air Force with over 5,000 hours total flying time, half of which was Instructor time.

Types of aircraft flown include: Cessna's 150, 172, 02-Skymaster, Piper Cherokee 260, North American Rockwell OV-10 Bronco Twin-turboprop, T-37, T-38, AT-33, KC-135A, and C-135B's jet aircraft.

**Past Community Activities:**

- Volunteer of the Year for the Hood River Chamber of Commerce.
- Board of Director for the Hood River Rotary Club
- Board of Director and Executive Officer Hood River Post 22 American Legion

**Current Community Activities:**

Locally involved in all Veterans Affairs

- I am the Air Force Representative on the Northern Area (Portland Chapter) of the "Military Officers Association" Board of Directors
- Am a "Motivational Speaker" for High School Student Athletes and other Civic Organizations on "Lessons Learned From Captivity"

**Why do I want to be part of the committee:**

I believe our airport is on the verge of rapid expansion ... with that expansion will come a number of issues that will need to be addressed for all local residents and visitors alike. As a past Hood Rive City Manager I had a number of individual's who would constantly complain but would never offer any recommended solutions nor want to get "involved" in solving problems. I would like to be involved in charting the future Ken Jernstedt Airport.

Thank you for the opportunity to apply for this position and I look forward to hopefully work with you in the future.

### 3. Doug Roby

**Background and aviation experience:** I am a retired business executive, which as part of my work, flew on commercial airlines throughout the world for over 40 years. Currently I am part of the Red Barn Orchards team, with our orchards being at the end of the airport's runway, and our farmhouse and orchards directly under the flyover/flight patterns for traffic from Ken Jernstedt airport.

**List of community activities:** Have been attending and providing input into the AAC since June of 2017, including two Neighborhood Meetings. Sunday school teacher, Little League Manager.

**Statement of why I want to be part of this committee:** The community is very concerned with the safety, noise, and growth of the airport. As a "non-pilot" I will provide general community responses. Most of our community does not use the airport nor realize its value. Also, the airport does impact the serenity and privacy of our orchards. The AAC should have representation of the entire community, not just airport users, and in particular the pilots who currently make up the entire committee.

Thank you for your consideration.

### 4. Ken Newman

Application Attached

### 5. Thomas R. Wilson

Application Attached

**PORT OF HOOD RIVER  
COMMITTEE APPLICATION**

Please print – use back if needed

**Application Date:** 8/21/2018

**Date Appointed:** \_\_\_\_\_

**COMMITTEE**

(Please check one)

- Community Relations
- Waterfront Recreation
- Airport Advisory

**Name:** Thomas R. Willson

**Address:** 1152 Methodist Rd, Hood River

**Email:** cascade@salmonjack.com

**Home Phone:** 541-490-4244 **Work Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Employer:** self **Occupation:** Software Engineer  
Flight Instructor  
Commercial Pilot

**Government committees/commissions/boards on which you have served:** \_\_\_\_\_

none

**Civic/service organizations in which you have participated:** \_\_\_\_\_

none

**Special interests:** Aviation, photography, technology, writing, music

**Briefly describe why you are interested in this appointment:** I've attended the recent airport community meetings and can contribute aviation expertise.

**Special skills/experience you would bring to this committee:** I'm a commercial pilot with 1400 hours of flight time, learning and teaching in the busy Los Angeles airspace. I moved to Hood River in 2000.

**Explain any special scheduling needs:** \_\_\_\_\_

**RETURN APPLICATION TO:** Port of Hood River, 1000 E. Port Marina Drive  
Hood River, Oregon 97031  
Tel: (541) 386-1645 Fax: (541) 386-1395

**NOTE:** Members must be residents of the Port District at all times during their service on a committee.

**PORT OF HOOD RIVER  
COMMITTEE APPLICATION**

Please print – use back if needed

**Application Date:** 8/24/18

**Date Appointed:** \_\_\_\_\_

**COMMITTEE**

(Please check one)

Community Relations

Waterfront Recreation

Airport Advisory

Name: Ken Newman

Address: P.O. Box 55, Hood River OR 97031

Email: Knewman172@gmail.com

Home Phone: \_\_\_\_\_ Work Phone: 503-781-9558 Fax: \_\_\_\_\_

Employer: Self Occupation: \_\_\_\_\_

Government committees/commissions/boards on which you have served: \_\_\_\_\_

Civic/service organizations in which you have participated: \_\_\_\_\_

Angel Flight

Special interests: \_\_\_\_\_

Briefly describe why you are interested in this appointment: Active pilot with airplane hangared at HR Airport. For 15 years

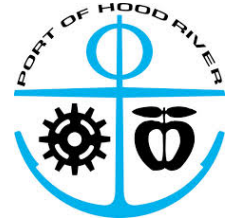
Special skills/experience you would bring to this committee: \_\_\_\_\_

Explain any special scheduling needs: \_\_\_\_\_

**RETURN APPLICATION TO:** Port of Hood River, 1000 E. Port Marina Drive  
Hood River, Oregon 97031  
Tel: (541) 386-1645 Fax: (541) 386-1395

**NOTE:** Members must be residents of the Port District at all times during their service on a committee.

# Commission Memo



Prepared by: Fred Kowell  
Date: September 11, 2018  
Re: PSquare LLC, Task Order 5 – 1<sup>st</sup> Amendment

---

During the August 21 meeting the Commission approved Task Order 5 with P-Square for ALPR installation, configuration, interface, and testing to the BreezeBy electronic tolling system, in an amount not to exceed \$343,793. However, staff had omitted an important element to the project – the programming and oversight for the DMV interface. This Amendment 1 to the Task Order will bring this contract to the budgeted amount of \$375,792.

The total amount included in the budget is \$377,000 for this next phase. There are several components of getting the License Plate Recognition system working and operational, but we also have to build an interface with Oregon DMV which will not be known until later in this phase, as Oregon DMV is going through their migration to a new system.

Our strategy will remain the same. We use Lane 1 to run our tests, then migrate over to the other lanes when Lane 1 has gone through all the exceptions that occur with live data.

**RECOMMENDATION:** Approve Amendment 1 to Task Order 5 for programming and oversight of DMV interface to the planned ALPR system, not to exceed \$32,000.

This page intentionally left blank.

AMENDMENT NO. 1  
TO TASK ORDER 5

This Amendment No. 1 to the Task Order No. 5 ("Task Order") is entered into this 12<sup>th</sup> day of September, 2018 by and between P-Square Solutions LLC ("Consultant") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Task Order Contract dated August 21, 2018 for ALPR installation, configuration, interface, and testing to the Port's BreezeBy electronic tolling system ("Project"); and

WHEREAS, the original contract covered work did not include needed programming and oversight of the interface with the Oregon DMV; and

WHEREAS, the Port desires that additional service; and

WHEREAS, all terms used in this Amendment No. 1 have the meaning given to them as in the original Contract, except as amended hereby.

NOW THEREFORE, Port and Consultant agree to carry out the additional services for an additional amount not to exceed \$32,000 for a total contract amount not to exceed \$375,792 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.

P-Square Solutions, LLC

Port of Hood River

---

Shane Savgur, President  
307 Fellowship Road  
Mount Laurel, NJ 08054

---

Michael McElwee, Executive Director  
1000 E. Port Marina Drive  
Hood River, OR 97031





# Commission Memo



Prepared by: Kevin Greenwood  
Date: September 11, 2018  
Re: Stantec Traffic & Revenue Advising Contract

---

A Traffic and Revenue (T&R) Study is an analysis tool that evaluates the feasibility of tolling on transportation facilities based upon specific policy objectives. In the case of the Hood River Bridge, the T&R will help the Port Commission determine whether a new facility can be built within a range of acceptable tolls and what level of public granting would be required to make up the difference.

Stantec is a national leader in traffic and revenue modeling and Steve Abendschein, is the west coast manager for transportation planning and development. Steve and his team come highly recommended from Steve Siegel as they worked together on the Columbia River Crossing project.

This contract is not to produce a T&R study but rather to advise the Port on a plan forward. T&R studies have the potential to be very long and expensive projects. As part of this contract, the Port Commission may want to schedule a work session in the fall to fully explore how T&R studies are critical to financing a large infrastructure project.

The proposed contract with Stantec would include the following services:

- Review and develop Traffic and Revenue Scope of Work including a tentative budget and schedule that aligns with the FEIS process. Consider both traditional municipal financing and P3 tracks.
- Review the WSP FEIS SOW, specifically Task 7 “Transportation” and coordinate with WSP traffic consultants.
- Review materials currently available to the Port and assess percent completeness of a Level I study.
- Advise on the appropriate all electronic toll operations systems and procedures for the Hood River Bridge (existing and, if different, replacement bridge).
- Recommend the appropriate traffic forecasting methodologies and costs to be used in a Level II and Level III T&R studies.
- Advise on when the Level II T&R study should commence.
- Present and participate in a T&R work session with the Port Commission in Hood River, Ore.

Attached is Abendschein’s resume and a Stantec Memo commenting on the range of effort associated with T&R studies.

**RECOMMENDATION:** Authorize Contract with Stantec for traffic and revenue advising in an amount not to exceed \$20,000.

This page intentionally left blank.



This page intentionally left blank.

**Personal Services Contract  
Exhibit A**

---

**I. SCOPE OF WORK:**

Review and develop Traffic and Revenue (T&R) Scope of Work (SOW) including a tentative budget and schedule that aligns with the FEIS process; review the WSP FEIS SOW and coordinate with WSP traffic consultants; review materials currently available to the Port and assess percent completeness of a Level I study; advise of the appropriate all-electronic toll operations systems and procedures for the Hood River Bridge (existing and replacement bridges); recommend the appropriate traffic forecasting methodologies and costs to be used in a Level II and Level III T&R studies; advise on when the Level II T&R should commence. Travel to Hood River to present findings is also included in this SOW.

---

**II. DELIVERABLES AND TIMEFRAME:**

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

As requested by Port staff.

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

Completion of all work products by March 31, 2019.

---

**III. CONSIDERATION:**

Hourly rates under this Contract shall be:

See Exhibit C, Rate Sheet.

---

**IV. BILLING AND PAYMENT PROCEDURE:**

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

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

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

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

This page intentionally left blank.

**Personal Services Contract  
Exhibit B**

**INSURANCE**

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

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

\_\_\_\_\_ Required and attached

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

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

X Required and attached

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

X Required and attached

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

\_\_\_\_\_ Required and attached

- 5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.
- 6. Certificate of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract. The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

This page intentionally left blank.



---

To: Kevin Greenwood  
Port of Hood River

From: Rick Gobeille  
Steve Abendschein

File:   
Date: August 31, 2018

---

**Reference: Range of Effort Associated with Traffic and Revenue (T&R) Studies**

There are commonly eight primary levels of work that are associated with Traffic and Revenue (T&R) forecasting studies. In addition to forecasting Traffic and Revenue, depending on the level of work, its complexity and specific client requests, these efforts frequently include other related analyses including:

- Development of Toll Policy
- Development of Toll Rates and Customer Discount Programs
- Development of Long Term Toll Schedules
- Estimates of Toll Operating and Maintenance Costs
- Estimates of Facility Operating and Maintenance Costs
- Estimates of Debt Capacity
- Estimates of CAPEX and Renewal and replacement costs.

As noted, the specifics of each assignment and the characteristics of each facility will influence what aforementioned analyses can be completed.

1. Planning Level Study – Very often an entity will request a T&R planning level study. A scope is usually developed around a question like: “What if we put a toll on this section of the highway?” This study activity is usually performed at a very high level and is only used as guidance by those that requested it whether to consider a further, more-detailed study. This is also often referred to as a “back-of-the-envelope” analysis.
2. Budgetary Estimates – When retained by a tolling Authority, the T&R specialist is usually annually required to make an estimate of future T&R as part of the Authority’s Trust Agreement. These are generally used as planning tools by the Authorities and as guidance for anticipating when a potential toll rate modification or bond issue may be required to meet the terms of the Trust Agreement.
3. Level I T&R Study - A Level I Study generally entails a limited analysis of a proposed toll project. These studies are often requested by a private developer or toll authority that is considering a new project and is looking to make a decision on its viability before expending significant time and money further developing the overall project design and financing. This type of project usually includes an extensive site visit and results in a short letter report or technical memorandum of the findings.



August 31, 2018  
Kevin Greenwood  
Page 2 of 3

**Reference:** Range of Effort Associated with Traffic and Revenue (T&R) Studies

4. Level II T&R Study – A Level II Study usually follows a Level I study that found a project to be potentially viable. Efforts for a Level II Study generally include some type of traffic modeling, a more extensive collection of basic data sets, and a more extensive level of site visits. Many of these efforts are supported by local offices and local sub-consultants and sub-contractors to more effectively collect information. The final output of a study of this nature is a report detailing the findings and including a series of sensitivity analyses that in essence put a range on the projections of traffic and revenue that may be related to changes in key assumptions. In some cases, Level II reports are used for financing, typically for private placement or concession level financing. Projects with this Level of analyses have been financed with invest-grade ratings.

5. Level III T&R Study – A Level III Study is often referred to as an “investment-grade” study. This type of study is generally for a major reconstruction or for a green-field project. It requires extensive work in developing a forecasting model, large amounts of data collection, and extensive analyses of various economic factors not typically considered in some of the other Levels of studies. Though the name for these types of studies is often referred to as “investment-grade”, there is no guarantee that an investment-grade rating for a project will result from this study. Many other factors go into the development of a project’s rating. Revenues are only one of several factors that the bond rating agencies use to assess the rating for any debt issued.

6. T&R Estimates for Official Statements – Often projections of traffic and revenue are used as part of an “Official Statement” that is required as part of a public offering of debt. Studies of the Levels conducted for items 2, 4 and 5 listed herein have been used as supporting reports for Official Statements. The most common uses for each would be Budgetary Estimates for new issues of debt on an existing facility, a Level II study for new debt that is privately placed or public debt on a “simple” green-field project, or the Level III Study that would be used for a new issue or for a complex green-field project. Costs for these efforts range widely, but almost always include senior staff making presentations to the rating agencies and potential investors.

7. Certificates Prepared in Accordance with Trust Agreements – Most all Revenue Bond-based debt issued for toll facilities include provisions in their trust agreements state that certain events would trigger the debt issuer conducting a traffic study. The results of these studies would result in the traffic engineer “certifying” that the study conducted is true and reasonable. Events that may include such a trigger are toll rate changes, a change in vehicle classes, the constructing or closing of a toll plaza, etc. A certificate is generally included as part of the documents that accompany an Official Statement or are submitted as independent documents to the Trustees of the Bonds that would be affected by the proposed changes. The certificate usually takes one of two forms: a letter from the consultant, or a one-page form document that addresses specific items that are contained within an Official Statement.

8. Due Diligence – Parties would sometimes contract with a T&R firm to perform a due diligence of work conducted by others. For example, investors or insurers would like a third party to do a reasonableness check on a T&R Study conducted by another firm.

In all cases, Stantec would not be making any specific financing or investment decisions. Our work will be input to and support for the actual financial planning and debt recommendations for an agency. We do not act as an Independent Registered Municipal Advisor.



August 31, 2018  
Kevin Greenwood  
Page 3 of 3

**Reference:** Range of Effort Associated with Traffic and Revenue (T&R) Studies

## **Stantec Consulting Services Inc.**

**Rick Gobeille** PE  
Senior Principal

Phone: 2123665625  
Fax: Sender's Fax  
Rick.Gobeille@stantec.com

Attachment: Attachment

c. C.C.

# Steven Abendschein PE

Senior Principal



Mr. Abendschein has brought his transportation engineering experience to projects that have ranged from master plans and environmental impact studies to major urban corridor designs and revenue studies. He is experienced in forecasting traffic and revenue, performing toll facility feasibility studies, conducting capacity and corridor analyses, analyzing trip and parking generations and creating traffic simulation models. Mr. Abendschein also serves as the managing leader for Stantec's national traffic and revenue practice, and as the Project Manager for all of the firm's west coast traffic and revenue clients, a role he has served in for the past thirteen years.

## EDUCATION

Master of Engineering, Engineering Management,  
Cornell University, Ithaca, New York, 2003

Bachelor of Science, Civil Engineering, Cornell  
University, Ithaca, New York, 2002

## REGISTRATIONS

Professional Engineer #086519-1, State of New  
York

## MEMBERSHIPS

Member, International Bridge, Tunnel and  
Turnpike Association

Chair, Scholarship Committee, American Council  
of Engineering Companies (New York)

## PROJECT EXPERIENCE

### Toll Facilities

MTA Independent Engineer Traffic and Revenue  
Study, New York, New York

Mr. Abendschein served as the Project Manager for the annual traffic forecasting and analysis of seven bridges and two tunnels that are operated by the Triborough Bridge and Tunnel Authority and are included within the Metropolitan Transportation Authority's combined continuing disclosure filings for bond financing purposes. Mr. Abendschein was responsible for preparing the independent engineering reports and any necessary bringdown letters as a part of the MTA's continued disclosure filings.

Alaskan Way Viaduct (SR 99) Investment Grade  
Study, Seattle, Washington

Mr. Abendschein is serving as the Project Manager for the on-going production of an investment grade level traffic and revenue study in order to support the financing of the tolled tunnel. As a part of the study, an extensive data collection program was undertaken, and both regional and microsimulation models were developed and calibrated. Traffic and revenue estimates will also be prepared for numerous toll alternatives, and an analysis of traffic diversion to local streets will also be completed.

\* denotes projects completed with other firms

## Steven Abendschein PE

Senior Principal

---

### **91 Express Lanes-SR 241 Direct Connector, Orange County, California**

As the Project Manager, Mr. Abendschein was responsible for forecasting the traffic and revenue potential of constructing direct connectors from the northbound SR 241 to the eastbound 91 Express Lanes, and from the westbound 91 Express Lanes to the southbound SR-241, a joint project for OCTA and TCA. A number of geometric and tolling alternatives were analyzed, and a microsimulation model was constructed in order to determine the operational impacts to the existing 91 Express Lane users. Mr. Abendschein made several presentations to the OCTA and TCA boards, which summarized the study's findings.

### **Foothill/Eastern Investment Grade Traffic and Revenue Study, Orange County, California**

Mr. Abendschein served as the Project Manager for the investment grade study on the Foothill/Eastern Transportation Corridor, which served as the basis for the refinancing of \$2 billion in long-term debt. His responsibilities involved the oversight of a large-scale, region-wide data collection program, with over one-hundred count locations, including an origin-destination survey. Given the roadway's proximity to the Orange County/San Diego County border, two local regional models (the RivTAM and SANDAG) were merged into one large-scale model in order to ensure that proper trip assignment patterns were achieved. Logit toll diversions were incorporated into the models, which were calibrated and validated to the new collected traffic data. An intermediate model year was developed, future land use forecasts were prepared and long-term traffic and revenue forecasts were created.

### **I-405 Express Lanes Traffic and Revenue Study, Orange County, California**

As the Project Manager, Mr. Abendschein was responsible for producing traffic and revenue estimates for various Express Lane alternatives along the I-405 Corridor between SR-73 and I-605. Traffic and revenue estimates were completed for alternatives with and without intermediate access points for multiple tolling scenarios (HOV 2+ versus HOV 3+). He was also responsible for overseeing the construction of a corridor microsimulation model using VISSIM in order to analyze the traffic operational impacts of numerous Express Lane configurations, while also examining traffic responses to varying toll levels.

\* denotes projects completed with other firms

## Steven Abendschein PE

Senior Principal

---

### **91 Express Lanes Extension Investment Grade Study, Riverside County, California**

Mr. Abendschein served as the Project Manager for this on-going investment grade study in order to analyze the potential traffic and revenue that would be generated by extending the existing 91 Express Lanes into Riverside County, and the proposed HOT lanes into the intersecting I-15 corridor. Mr. Abendschein was responsible for overseeing an extensive data collection program that involved gathering traffic volumes, speeds and origin-destination information. The data was used to calibrate the regional travel demand model in order to forecast future traffic volumes. In addition, Mr. Abendschein was involved in the development of a calibrated microsimulation model using VISSIM for the SR-91 Corridor in order to analyze the traffic operational impacts to the Express Lane extension. The model, which extends from the SR 55/SR 91 merge in the west to Pierce Street, east of the SR 91/I-15 Interchange, includes the detailed modeling of SR 241, SR 71 and I-15, and was used to analyze the operational characteristics of the 91 Express Lanes extension. Using all of the above-mentioned analysis tools, Stantec completed fifty-year traffic and revenue forecasts for a number of different tolling policies.

### **91 Express Lanes Traffic and Revenue Studies, Orange, California**

As Project Manager, Mr. Abendschein was responsible for overseeing the development of a spreadsheet-based traffic and revenue forecast model for the Orange County 91 Express Lanes. The model took into consideration congestion in the corridor, a toll schedule that varied by direction, day, and by hour, and the impact of HOV-3+ vehicles that are allowed to use the lanes for a reduced cost or at no charge. The model was calibrated to replicate existing conditions traffic and revenue for the eastbound and westbound lanes on an hourly basis for both weekdays and weekends and was used to forecast the impact of various build scenarios on the existing toll facility's traffic and revenue.

### **SR 125 Level II Traffic and Revenue Study, San Diego, California**

Mr. Abendschein is serving as the Project Manager for Stantec's on-going contract with SANDAG in order to analyze the traffic and revenue potential of the recently-purchased SR 125 Corridor. These efforts involve assisting the agency with completing an accurate evaluation of the facility; performing a study that included significant new data collection efforts, a recalibration and the incorporation of tolling into the regional model; and analyzing several future toll schedule alternatives. After the purchase of the facility was complete, Stantec has continued to assist SANDAG in its analysis of future toll schedule alternatives, and in completing traffic and revenue studies that are required by the TIFIA loan agreement.

\* denotes projects completed with other firms

## Steven Abendschein PE

Senior Principal

---

### Bay Area Express Lanes Traffic and Revenue Study, Bay Area, California

As Project Manager and senior tolling engineer, Mr. Abendschein is leading this study that is examining the conversion of 460 lane miles of HOV facilities into Express Lanes. The study, a Level I feasibility study, assesses the revenue potential of tolling the available capacity in the existing HOV network, which spans over thirty-five tolling segments across seven corridors in the Bay Area.

### I-680 NB Express Lane Revenue Study, Alameda, California

Mr. Abendschein served as Project Manager for the revenue forecast for the proposed I-680 NB Express Lane from SR 237 to SR 84. He oversaw the collection and summarization of existing travel patterns in the I-680 corridor. Utilizing future growth forecasts in the corridor and a spreadsheet-based market share model, Mr. Abendschein prepared a traffic and revenue forecast for several tolling and operational alternatives for the I-680 NB Express Lane.

### I-80 Solano Express Lane Revenue Study, Solano, California

Mr. Abendschein served as Project Manager who evaluated the feasibility of providing Express Lanes within the median of I-80 in Solano County for a distance of 18.6 miles. Mr. Abendschein oversaw the analysis of existing travel patterns within the corridor, analyzed the potential future Express Lane usage depending upon a number of tolling and operational alternatives and prepared a revenue forecast for the facility.

### I-580 Express Lanes Revenue Study, Alameda, California

Mr. Abendschein served as the Project Manager for the revenue forecast of the proposed I-580 Express Lanes, which span approximately fourteen miles from the I-580 Interchange to Greenville Road in Livermore. Utilizing future growth forecasts within the corridor and a spreadsheet-based market share model, Mr. Abendschein prepared a traffic and revenue forecast for several tolling and operational alternatives for the I-580 Express Lanes.

### TCA Foothill/Eastern Investment Grade Study, Orange County, California

Mr. Abendschein served as the Project Manager for the Investment Grade Study on the Foothill/Eastern Transportation Corridor that served as the basis for the re-financing of \$2B in long-term debt. Among his responsibilities include oversight of a large-scale, region-wide data collection program, with over 100 count locations, including an origin-destination survey. Given the roadway's proximity to the Orange County/San Diego County border, two local regional models (the RivTAM and SANDAG models) were merged into one large-scale model to ensure proper trip assignment patterns were achieved. Logit toll diversions were incorporated into the models, which were calibrated and validated to the new traffic data collected. An intermediate model year was developed, future land use forecasts were prepared, and long-term traffic and revenue forecasts were prepared.

\* denotes projects completed with other firms

## Steven Abendschein PE

Senior Principal

---

### **TCA San Joaquin Hills Investment Grade Study, Orange County, California**

Mr. Abendschein served as the Project Manager for the investment grade study on the San Joaquin Hills Transportation Corridor that served as the basis for the refinancing of \$1.4 billion in long-term debt. In order to prepare this study, a large-scale data collection program was completed to calibrate the regional travel demand model. This program encompassed counts at over one-hundred locations, the analysis of agency transaction data and the completion of speed and travel time runs. Logit-based toll diversion equations were incorporated into the regional travel demand model, along with updated socioeconomic projections and the development of a future toll schedule. Mr. Abendschein led all presentations to rating agencies and potential investors, and was the main author of the investment grade traffic and revenue report.

### **San Bernardino County HOT Lanes, San Bernardino, California**

As the Project Manager, Mr. Abendschein was responsible for forecasting the traffic and revenue that was generated by a network of over one-hundred miles of proposed HOT lanes along three interstate highways. He oversaw the development of a spreadsheet model that used a travel demand model's daily corridor traffic forecasts as input, and took into consideration the usage of the HOT lanes on an hourly basis, the volume to capacity ratio on the adjacent general purpose lanes and the potential use of the lanes by HOV-3+ vehicles that would ride toll-free. The model was used to apportion the demand to the general purpose and HOT lanes on an hourly and daily basis using a market share analysis. Toll schedules were created that allowed for variable tolls, which were dependent upon HOT Lane demands.

### **Bella Vista Bypass: Traffic and Revenue Study, Bentonville, Arkansas**

As Project Manager, Mr. Abendschein was responsible for building a traffic and revenue model that applied site-specific toll diversion curves to estimate and project the probable Bella Vista Bypass traffic and revenue for a 30-year time period. In addition to conducting baseline estimates, several sensitivity analyses were undertaken, including forecasting the traffic and revenue impacts caused by changing the toll rates charged at the mainline toll plaza, reducing the bypass from four lanes to two, relocating mainline toll plaza, and converting the Bella Vista Bypass into an all-electronic toll facility.

### **Vespucio Norte Express - Traffic and Revenue Study, Santiago, Chile**

As Transportation Engineer, Mr. Abendschein constructed a detailed, 30-year spreadsheet model that forecasted tolled traffic volumes and revenues by analyzing numerous economic trends, including but not limited to international copper prices, future Chilean GDP, and regional development. The model featured user-friendly components such as automated, iterative congestion pricing in order to determine toll pricing strategies. The results of the model were used to aid in the decision to purchase an equity share for the sale of 20 percent interest in the Vespucio Norte Express all-electronic toll facility in Santiago, Chile.

\* denotes projects completed with other firms



## Steven Abendschein PE

Senior Principal

---

### **I-5 Columbia River Crossing Partnership: Traffic and Tolling Analysis, Portland, Oregon**

As Project Manager, Mr. Abendschein was responsible for producing a spreadsheet model to calculate traffic and revenue projections for a new Columbia River crossing. Using existing traffic distribution patterns and classification data, he projected annual traffic and revenue streams for a 40 year period for various tolling alternatives. In addition, Mr. Abendschein helped create several toll schedule alternatives to model for future work.

### **Environmental Impact Assessments**

#### **Triborough Bridge and Tunnel Toll Rate Impact Environmental Assessment, New York, New York**

A regular two-year scheduled toll increase for the Triborough Bridge and Tunnel Authority was assessed for environmental effects, in particular the effects due to added congestion at toll plazas and diversion to nearby toll free routes. Mr. Abendschein served as the project manager, overseeing the technical analyses and preparation of the Environmental Assessment Statement. These analyses included determining levels of diversion by payment type for several toll policy alternatives by analyzing historic toll elasticities and driver responses to past toll increases.

#### **Crotona Park / West Farms Rezoning, Bronx, NY**

Mr. Abendschein oversaw the traffic and pedestrian analyses completed as part of the Environmental Impact Statement (EIS) for the proposed rezoning of a 16.8 acre area in the Crotona Park East section of the Bronx. The project included over 2,700 residential units (including 915 subsidized units) and approximately 140,000 square feet of commercial space.

### **15 Penn Plaza Redevelopment, New York, NY**

As Project Manager, Mr. Abendschein is responsible for producing the traffic and parking and transit and pedestrians chapters for the 15 Penn Plaza Environmental Impact Statement. As part of the redevelopment of 15 Penn Plaza, the Gimbels Passageway, an underground pedestrian corridor connecting the 34th Street-Herald Square subway station with the 34th Street-Penn Station subway station, will be reopened. Mr. Abendschein is responsible for projecting future pedestrian volumes and level-of-service for three future analysis years: 2013, 2018 and 2030.

### **Madison Square Garden Relocation, NY, NY**

As Transportation Engineer, Mr. Abendschein is responsible for overseeing the transit and pedestrian section of the Madison Square Garden Relocation Environmental Impact Statement (EIS). Mr. Abendschein has been involved in the trip generation and trip assignment process and has analyzed sidewalks, corners, and crosswalks in the Madison Square Garden area. He also used existing bus and subway ridership data to analyze existing transit demand versus capacity. He then projected future ridership for the projected 80 million square feet of development in the Moynihan District and assigned these transit users to specific bus and subway lines to determine if future transit capacity exceeded demand. He is also responsible for drafting the transit and pedestrians chapter for the EIS. He is also responsible for drafting the transit and pedestrian chapter for the EIS.

\* denotes projects completed with other firms

## Steven Abendschein PE

Senior Principal

---

### **Traffic Engineering**

#### **Route 9A Project – Lower Manhattan Redevelopment, New York, New York**

As Transportation Engineer, Mr. Abendschein was responsible for conducting traffic and pedestrian analyses along Route 9A for various construction alternatives. Mr. Abendschein optimized signal timings to allow acceptable traffic flows as well as safe pedestrian crossings. He also developed traffic simulations using VISSIM and Paramics to illustrate various impacts created by numerous Route 9A alignment scenarios. Mr. Abendschein coordinated and conducted several pedestrian surveys throughout the Route 9A study area and was responsible for conducting level-of-service and capacity analyses for future conditions along the Route 9A corridor. He was involved in analyzing site access/egress for future World Trade Center development. Mr. Abendschein also assisted in drafting the traffic section of the Supplemental Environmental Impact Statement.

#### **Southeast Queens Transportation Study, Queens and Nassau Counties, New York**

Mr. Abendschein served as the Technical Advisor for a regional transportation study in southeast Queens. Components of the study included an accident analysis and level-of-service analysis to evaluate potential transportation improvements in the area.

#### **Sagtikos State Parkway /Sunken Meadow State Parkway Operational Performance Study, Suffolk County, New York**

A roadway performance study for the 11.2 mile Sagtikos State Parkway/Sunken Meadow State Parkway (NY 908K) corridor is currently being performed in order to address existing operational deficiencies and impacts to the transportation network from significant development in the area. As Project Manager, Mr. Abendschein oversees the project's transportation analyses, which includes utilizing the NYMTC Best Practices Model (BPM) and developing a VISSIM micro-simulation model to analyze short- and long-term transportation improvement projects.

\* denotes projects completed with other firms

Steven Abendschein PE

Senior Principal

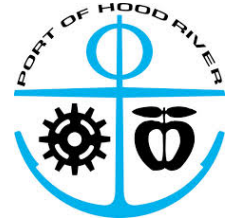
---

**PUBLICATIONS**

Do Toll Roads Need a Publicist. ACEC Insights, 2014.

This page intentionally left blank.

# Commission Memo



Prepared by: Fred Kowell  
Date: September 11, 2018  
Re: Financial/Municipal Advisor

---

Kieu-Oanh Nguyen has been the Port's Financial/Municipal Advisor (FA) since the 2003 bridge bonds were issued and she also assisted in the 2013 refinancing and the Lower Mill purchase financing. She knows the Port's history and has been instrumental in being a good sounding board with the various debt instruments that are out on the bond market and how the market is changing. An FA is required for an entity if they wish to go to the bond market. They are not an underwriter, but an advisor to the Port with regard to timing, type of instrument, type of issuance and many other factors including financial schedule(s) development.

Due to the new SEC Rule 15Ba1-1(d)(3)(vi), the Port is required to have an agreement and to designate its FA in moving forward with any debt financing that falls under the SEC rules for debt disclosures and financing.

PFM Financial Advisors LLC is the firm that Kieu-Oanh Nguyen has been with and I feel confident in her and their abilities to assist the Port in the scope of services related to our current and future debt financings. This contract will be hourly until a project can be designated for PFM to contracted with.

**RECOMMENDATION:** Approve contract with PFM Financial Advisors LLC as the Port's Financial Advisor, subject to legal review.

This page intentionally left blank.

**PFM FINANCIAL ADVISORS LLC**  
**AGREEMENT FOR FINANCIAL ADVISORY SERVICES**

This agreement (“Agreement”), made and entered into this \_\_\_ day of August, 2018, by and between Port of Hood River, Oregon (the “Port”) and PFM Financial Advisors LLC (hereinafter called “PFM”) sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, The Port desires to obtain the services of a financial advisor to develop and assist in implementing the Port’s strategies to meet its current and long-term financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the Port and PFM agree as follows:

**I. SCOPE OF SERVICES**

PFM shall provide, upon request of the Port, services related to debt planning, debt policy development, debt issuance, and ongoing debt management, as applicable and set forth in Exhibit A to this Agreement. The Port acknowledges and agrees that most tasks requested by the Port will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Port and PFM. Upon request of the Port, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Port and PFM or its respective affiliate.

**II. WORK SCHEDULE**

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Port for such service.

**III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES**

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If the Port has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. PFM shall not be responsible for, or have any liability in connection with, verifying that PFM is independent from any other party seeking to rely on the IRMA exemption (as such independent

status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). The Port acknowledges and agrees that any reference to PFM, its personnel and its role as IRMA, including in the written representation of the Port required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by PFM. The Port further agrees not to represent that PFM is the Port's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without PFM's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to the Port together with this Agreement.

#### **IV. FINANCIAL ADVISORY COMPENSATION**

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and the Port shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

##### **1. Reimbursable Expenses**

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented expenses incurred, if pre-approved by the Port. Upon request of the Port, documentation of such expenses will be provided.

##### **2. Other Services**

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

#### **V. TERMS AND TERMINATION**

This Agreement shall be effective until December 31, 2020 (the "Initial Term") and shall automatically renew for additional 2 year periods (each a "Renewal Term") and together with the Initial Term, the "Term", unless canceled in writing by either party upon thirty (30) days written notice to the other party.

#### **VI. ASSIGNMENT**

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Port; provided that upon notice to Port, PFM may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.



## **VII. INFORMATION TO BE FURNISHED TO PFM**

All information, data, reports, and records (“Data”) in the possession of the Port or any third party necessary for carrying out any services to be performed under this Agreement shall be furnished to PFM and the Port shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the Port in connection with a municipal securities transaction or municipal financial product and/or relevant to the Port’s determination whether to proceed with a course of action. To the extent the Port requests that PFM provide advice with regard to any recommendation made by a third party, the Port will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. The Port acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

## **VIII. NOTICES**

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

### **PORT OF HOOD RIVER**

1000 E Port Marina Drive  
Hood River, OR 97031  
Attention: Fred Kowell, Chief Financial Officer

### **PFM FINANCIAL ADVISORS LLC**

650 NE Holladay Street, Suite 1600  
Portland, OR 97232  
Attention: Kieu-Oanh Nguyen, Director

## **IX. TITLE TRANSFER**

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Port. Subject to the exception described above, upon termination of this Agreement, at the Port’s reasonable request no later than three (3) years after the termination of this Agreement PFM shall deliver to the Port copies of any deliverables pertaining to this Agreement.

## **X. PFM’S REPRESENTATIVES**

The Port has the right to request, for any reason, PFM to replace any member of the advisory team. Should the Port make such a request, PFM shall promptly suggest a substitute for approval by the Port.

## **XI. INSURANCE**

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

## **XII. LIMITATION OF LIABILITY**

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from the Port's election to act, or not to act, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to the Port.

## **XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY**

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the Port by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

## **XIV. APPLICABLE LAW**

This Agreement shall be construed, enforced, and administered according to the laws of the State of Washington. PFM and the Port agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

## **XV. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement represents the entire agreement between the Port and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between the Port and an affiliate of PFM shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**XVI. EXECUTION; COUNTERPARTS**

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

**IN WITNESS THEREOF**, the Port and PFM have executed this Agreement as of the day and year herein above written.

**PORT OF HOOD RIVER, OREGON**

By: \_\_\_\_\_  
Fred Kowell, Chief Financial Officer

Date: \_\_\_\_\_

**PFM FINANCIAL ADVISORS LLC**

By: \_\_\_\_\_  
Michael Berwanger, Managing Director

Date: \_\_\_\_\_

This page intentionally left blank.

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. General, ongoing services relative to the periodic updates, financial planning, credit ratings, and policy development, subject to fees forth in Exhibit B, Section 1. Upon request of the Port:

- Provide general advice, input, and planning as may be requested from time to time by the Port.
- Evaluate the Port's capital financing plans and needs, and the Port's financial resources, relative to any proposed financing.
- Provide analysis of financing options, identify risks, and advise on the feasibility of financing plans.
- Periodically review outstanding obligations for the Port for potential consolidation or refinancing opportunities that may benefit to the Port.
- Advise the Port of changes in state or federal law that may be relevant to the Port's future financing plans.
- Provide advice to the Port related to the existing debt and proposed financing plans of its junior taxing districts.
- If requested, serve as the Port's IRMA in connection with the "Municipal Advisor Rule," and review proposals/analysis provided by underwriters, banks, and other third parties.
- Attend meetings with Port's staff, consultants and other professionals and the Port.

2. Services related to debt transactions (including short term financings, notes, loans, letters of credit, line of credit and bonds) subject to transaction fees as set forth in Exhibit B, Section 2. Upon the request of the Port or as required to complete the financing transaction:

- Develop, or review, a financing plan in concert with Port's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Port by recommending the best method of sale, either as a negotiated sale, direct (bank) placement or a competitive sale. In a competitive sale or direct placement, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such policy selection.
- Advise as to the various financing alternatives available to the Port.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- If appropriate, develop credit rating presentation and coordinate with the Port the overall presentation to rating agencies.

- For a negotiated sale, review underwriter's proposals and provide analysis of same to the Port.
- Assist the Port in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Port and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with the Port's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in offering documents.
- As applicable, advise the Port on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Port in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including final delivery of the bonds.
- For any competitive sale of bonds or notes, prepare official notice of sale, recommend sale parameters, take steps necessary to ensure broad market exposure of the issue, through the use of newswire services and official statement distribution, and perform additional steps necessary and customary for competitive bond sales.
- Review (or upon request, assist with the preparation of, for an additional fee to be agreed in writing) Preliminary Official Statements and final Official Statements prepared on behalf of the Port for use in marketing any bonds and meeting regulatory requirements.

In addition to the services identified above, PFM may also perform special projects as requested by the Port. The scope of such project will be identified prior to undertaking the project. Such projects will be subject to fees based upon hourly rates, as set forth in Exhibit B, Section 3.

**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

**1. General Services Retainer**

For general advice between financings, PFM shall receive an annual fee in the amount of \$4,000 (“Retainer”), payable in quarterly installments. The Retainer may be reviewed and revised upon mutual agreement. PFM shall invoice the first quarterly installment for the quarter ending September 30, 2018 at a pro-rated amount based on the effective date of this agreement.

**2. Transaction Fees**

The compensation schedule for long-term financings will be billed at closing as follows:

| <b><u>Bond Size</u></b>          | <b><u>Issuance Fee per \$1,000</u></b>             |
|----------------------------------|--|
| For financing up to \$20 million | \$1.50 per \$1,000, with a \$20,000 minimum        |
| For financing over \$20 million  | \$30,000 plus \$0.75 per \$1,000 over \$20 million |

Interim financing or bank placements may be subject to a reduced fee, depending on the time and complexity of the transaction and the specific services provided.

**3. Hourly Project Fees (Non-Transaction Related)**

In the event the Port requests that PFM perform a significant special project beyond the scope of work contained in Exhibit A, fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience or their equivalents will apply. No such fee will be charged to the Port without first entering into a written addendum or memorandum documenting the requested services and expected fee. Additionally, in the event a financing is started, but cancelled at the Port’s request, accrued time will be billed as follows:

| <b><u>Experience Level</u></b> | <b><u>Hourly Rate</u></b> |
|--------------------------------|---------------------------|
| Managing Director/Director     | \$315                     |
| Senior Managing Consultant     | \$295                     |
| Senior Analyst                 | \$250                     |
| Analyst                        | \$210                     |
| Associate                      | \$185                     |

For services completed after 2019, we respectfully request the opportunity to review these fees with the Port, and may propose an adjustment up to 5%, subject to approval of the Port.

**4. Official Statements**

PFM may coordinate and assist with the preparation of bond official statements upon request of the Port, with compensation based on an additional fee which will depend on the estimated time involved in preparation of the official statement. Although PFM may assist with the preparation of official statements, the Port is primarily responsible for providing accurate and complete information for inclusion in the official statement, and will be responsible for reviewing and certifying the accuracy of the information in the official statement.

This page intentionally left blank.



**EXHIBIT C**  
**INSURANCE**

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

**Deductibles/SIR:**

Automobile \$250 comprehensive & \$500 collision

Cyber-Liability \$50,000

General Liability \$0

Professional Liability (E&O) \$1,000,000

Financial Institution Bond \$75,000

**Insurance Company & AM Best Rating**

Professional Liability (E&O):

Endurance American Specialty Insurance (A+; XV)

XL Specialty Insurance Company; (A; XV)

Continental Casualty Company; (A; XV)

Starr Indemnity & Liability Company; (A; XIV)

Federal Insurance Company; (A++; XV)

Indian Harbor Insurance Company (A; XV)

Great Northern Ins. Company; (A++; XV)

Federal Insurance Company (A++; XV)

Federal Insurance Company (A++; XV)

Great Northern Ins. Company; (A++; XV)

Financial Institution Bond:

Cyber Liability:

General Liability:

Automobile Liability:

Excess /Umbrella Liability:

Workers Compensation & Employers Liability

This page intentionally left blank.

# Commission Memo



Prepared by: Michael McElwee  
Date: September 11, 2018  
Re: Trucking Company Agreements

---

At the June 5, 2018 meeting, the Commission discussed the Waterfront Parking Plan ("Plan") including truck/trailer parking on W. Portway Ave. between 8<sup>th</sup> Street and the Hook. This area is designated as "Zone 6" in the Plan and parking of passenger vehicles is prohibited during the week due to the high use for truck trailer parking and associated safety concerns. Truck/trailer parking is allowed all days.

Four companies have now entered into License Agreements with the Port that allows truck and trailer parking in Zone #6 in return for a monthly payment of \$150. Per the Commission's direction, these agreements stipulate a month-to-month term starting in January 2019.

The Commission has expressed questions about the appropriateness of long-term truck parking and trans-shipment of goods on the waterfront, the location and type of local businesses that trucking companies serve and the availability of alternative locations. To obtain a better understanding of these issues, I have prepared the attached agreement with Mid-Columbia Economic Development District ("MCEDD") that would carry out an interview process with both the trucking companies and local businesses they serve. The summary report from these interviews would assist staff and the Commission in decisions about the use and limitations of Port properties for truck parking in the future.

**RECOMMENDATION:** Authorize contract with Mid-Columbia Economic Development District for truck parking analysis not to exceed \$2,000 plus reasonable reimbursable expenses.

This page intentionally left blank.

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

1. This Contract is entered into between the Port of Hood River (“Port”) and **Mid-Columbia Economic Development District** (“Contractor”). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port’s satisfaction for a maximum consideration not to exceed **\$2,000**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through, **November 30, 2018**. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor’s address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor’s industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to defend, hold harmless and indemnify each other, their respective officers, agents, employees and assigns against any and all damage or claims from damages resulting or allegedly resulting from the respective parties performance or activities hereunder. Each party shall give the other immediate written notice of any action filed or any claim made against that party that may result in litigation in any way related to this Contract.
7. Contractor shall provide insurance in accordance with attached Exhibit B.
8. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
9. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
10. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
11. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to

writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.

12. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

**MCEDD**

**PORT OF HOOD RIVER**

---

Amanda Hoey, Executive Director    Date  
515 East Second Street  
The Dalles, OR 97058  
(541) 296-2266 / amanda@mcedd.org

---

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

EIN: 93-0586118

**Personal Services Contract****Exhibit A**

---

**I. SCOPE OF WORK:**

Conduct a first-phase exploration to better understand the importance of the Hood River waterfront area to trucking companies that utilize it for facilitating local deliveries and the potential impact to local businesses if truck parking in the waterfront area is restricted in the future. Prepare a phase 1 report as outlined in the attached proposal.

---

**II. CONSIDERATION:**

Contract services will be billed on a time and materials basis up to the maximum amount of \$2,000. Reimbursement shall be based on the following rates:

Professional services at \$100.00 per hour.

Reimbursable expenses shall include travel at the applicable federal reimbursement rate.

---

**III. BILLING AND PAYMENT PROCEDURE:**

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

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

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

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

This page intentionally left blank.



**Personal Services Contract  
Exhibit B**

**INSURANCE**

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

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

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

Certified by

Contractor: \_\_\_\_\_, Executive Director  
Signature/Title

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

\_\_\_\_\_  \_\_\_\_\_ Required and attached      Waived by Executive Director \_\_\_\_\_

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

\_\_\_\_\_  \_\_\_\_\_ Required and attached      Waived by Executive Director \_\_\_\_\_

4. Professional Liability insurance with a combined single limit per occurrence of not less than \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

\_\_\_\_\_ Required and attached      Waived by Executive Director \_\_\_\_\_  \_\_\_\_\_

5. On All Types of Insurance. There shall be no cancellation or material change, reduction of limits, or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port.

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

provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## Freight Parking Analysis

**Intent:** There are multiple demands placed on the Port of Hood River's ("Port") waterfront area. As the Port seeks to balance competing interests, it must make decisions about how to use limited space. As part of that consideration, the Port seeks to better understand the importance of the waterfront area to trucking companies that utilize it for facilitating local deliveries, the potential impact to local businesses if truck parking in the waterfront area is restricted in the future. The Port has asked MCEDD to conduct a brief first-phase exploration to identify the key concerns from businesses, the general impact to the local economy and businesses receiving freight deliveries and if there are other reasonable solutions to the needs of freight companies.

### Process and Timeline:

- Develop interview questions, in conjunction with Port staff (September)
- Contact 3-5 trucking companies currently utilizing the waterfront Port area for parking and at least 5 business representatives receiving product from those companies. Based on initial industry contacts provided by Port of Hood River staff (September)
- Conduct interviews which are anticipated to take 1 to 2 hours per interview. (late September-late October. The timeline may shift depending on business representative's schedule availability).
- Develop summary report to be provided to Port staff, with recommendation as to any further analysis needed. (November)

**Staff:** MCEDD will engage professional staff throughout this project. If additional expertise is necessary to enhance staff capacity, MCEDD will require all individuals working on the project on its behalf to sign a confidentiality agreement to preserve individual business information.

**Cost:** \$2,000 to include time, travel and materials.

**Output:** Phase 1 report summarizing the results of interviews conducted. Results will be presented in aggregate unless a business authorizes release of information attributable to their business individually. The report will include:

- Overview of the businesses relying upon the waterfront area, how they currently use that area in relation to parking and transfers of freight, and the impact of restrictions on use in that area for truck parking.
- The types of products that are flowing through the Port waterfront area.
- The ripple effect to local businesses based on the types of products that are flowing through the Port waterfront area.
- Alternative solutions identified by companies (if any) and any benefits or concerns highlighted in using alternative parking areas. Opportunities identified by businesses in which they see the Port could provide assistance in making alternative spaces viable.

Given that this is an introductory overview in phase 1, the report will not provide recommendations for the Port other than additional data that the Port may want to consider gathering in further review processes.

This page intentionally left blank.

# Commission Memo

Prepared by: Michael McElwee  
Date: September 11, 2018  
Re: Executive Director Workplan



---

Attached is the final version of the Executive Director's FY 18/19 Workplan. Highlighted goals reflect additions and changes based on discussions and input from each Commissioner.

This is a key document that will establish Commission priorities and guide staff work efforts in the current fiscal year. The Commission should consider this final workplan and determine whether it reflects all of the important priorities for the Executive Director in with the intent of making any necessary changes and approving it at the meeting.

**RECOMMENDATION:** Approve Executive Director Work Plan for Fiscal Year 18/19.

This page intentionally left blank.

**EXECUTIVE DIRECTOR  
FY 18/19  
WORK PLAN  
FINAL: 9/11/18**

| Action:   | Expected<br>Completion | Completion |
|---|------------------------|------------|
| <b>I. <u>FINANCIAL MANAGEMENT</u></b>   |                        |            |
| <i>Goal: Ensure that financial resources continue to be deployed effectively, with a high degree of foresight and in anticipation of future Port needs.</i>   |                        |            |
| 1. Install hardware and software and demonstrate capability to implement license plate recognition tolling technology at the Toll Booth.  | 5/15/19                |            |
| 2. Prepare a detailed "Fiscal Sustainability Financial Model" Describing the projected financial and operational performance Of the Port without current bridge revenue for Commisison Review and discussion. | 2/15/19                |            |
| 3. Select and install an appropriate software program to efficiently manage Port properties and projects.   | 2/20/19                |            |
| <b>II. <u>REAL ESTATE DEVELOPMENT &amp; PLANNING</u></b>  |                        |            |
| <i>Goal: Create significant, positive momentum toward development of the Port's Real Estate Portfolio consistent with community objectives and Commission direction.</i>                                      |                        |            |
| 1. Prepare a DDA Amendment that addresses the allowed scope of development on Expo Property Parcel I for Commission consideration.  | 9/15/18                |            |
| 2. Evaluate development feasibility of four potential Port sites as identified by Commission and recommend priorities for further pre-development steps.  | 12/30/18               |            |
| 3. Ensure implementation of Expo Phase II DDA with Key Development.   | 1/30/19                |            |
| 4. Confluence Business Park (Lot #1)  |                        |            |
| A. Prepare a Public Infrastructure Framework Plan for Urban Renewal Agency approval.  | 1/20/19                |            |
| B. Prepare a Property Development Market Analysis For Commission review.  | 1/20/19                |            |
| C. Prepare a Disposition and Development Policy for Commission review.  | 4/1/19                 |            |

- |   |          |
|---|----------|
| D. Prepare a City/Port Public Improvement Development Agreement for Commission approval.                    | 6/30/19  |
| 5. Identify a system of consistent place names for all Port properties and review with Commission.          | 11/15/18 |
| 6. Lower Mill Site  |          |
| A. Prepare a final DDA with Neal Creek Forest Products for the sale of two parcels for Commission approval. | 12/15/18 |
| B. Complete wetland permit application and mitigation plan for lot 300.                                     | 10/1/18  |

### III. WATERFRONT RECREATION

***Goal: Maintain and enhance the waterfront as a prime recreation area to support economic development objectives and Strategic Plan goals.***

- |  |          |
|--|----------|
| 1. Work with OSMB to finalize a master plan for the Boat Launch Ramp Parking Lot and Transient Boat Dock area. | 3/15/19  |
| 2. Evaluate implementation of 2018 Waterfront Parking Plan and recommend changes for summer 2019.              | 1/30/19  |
| 3. Prepare design development plans for an upgraded restroom at the Event Site.                                | 12/30/18 |
| 4. Obtain COE/DSL permit and install modular docks in the in the Nichols Boat Basin.                           | 5/15/19  |
| 4. Obtain City permits and build a SUP/KAYAK Storage Facility near the Nichols Boat Basin Seawall.             | 6/1/19   |
| 5. Develop and install an integrated signage plan for the Waterfront trail system.                             | 5/1/19   |

### IV. BRIDGE/AIRPORT

***Goal: Complete significant transportation improvements to enhance site development and economic development objectives.***

- |  |         |
|--|---------|
| 1. Complete the Skew System Upgrade and Lift Span Motors Rehabilitation Project.     | 1/30/19 |
| 2. Bridge Replacement  |         |
| A. Develop an analysis of alternative bridge replacement financing scenarios.        | 2/30/19 |
| B. Reach 30% completion of the FEIS/NEPA scope being carried out by WSP Engineering. | 6/30/19 |



- |   |          |
|---|----------|
| 3. Complete land lease and development agreements and obtain substantial completion of South Ramp Hangar Project. | 6/30/19  |
| 4. Complete permitting and construction plans/specs for the North Ramp Connect VI project.                        | 10/30/18 |

#### V. ECONOMIC DEVELOPMENT

***Goal: Ensure that the Port's role in regional economic development activities is clearly defined. Confirm that the objectives are identified and adequate resources are in place to be successful.***

- |   |         |
|---|---------|
| 1. Prepare an analysis of regional business sectors identifying real estate development market opportunities. | 4/30/19 |
| 2. Assess opportunities for collaboration among local public agencies and non-profits.                        | 3/15/19 |

#### VI. COMMUNICATIONS & COMMUNITY RELATIONS

***Goal: Increase the understanding and awareness of the Port's activities; identify opportunities for successful partnerships with key public agencies and private business; and participate in the life of the Hood River area community.***

- |  |          |
|--|----------|
| 1. Update Communications Plan for Commission approval.   | 10/15/18 |
| 2. Prepare a detailed description of the "Community Support Initiative" for Commission discussion. | 11/30/18 |

#### VII. GOVERNANCE & BOARD COMMUNICATIONS

***Goal: Evaluate the Board's governance and communications policies and provide recommendations for improvements.***

- |  |         |
|--|---------|
| 1. Update the board & staff training policy.   | 02/1/19 |
| 2. Prepare plan for regular project communication and management updates with Commission President and individual Commissioners. | 9/30/18 |

#### VII. PERSONNEL MANAGEMENT

***Goal: Ensure that appropriate personnel policies are in place.***

- |  |         |
|--|---------|
| 1. Evaluate step ladder and associated staff compensation for personnel and recommend changes. | 2/30/18 |
| 2. Revise/streamline staff performance evaluation forms  | 3/15/19 |
| 3. Obtain Commission approval of Executive Director  | 9/10/18 |

Annual Workplan and provide mid-year and year-end updates.

4. Identify a new Executive Director annual evaluation form      5/15/19  
And process and seek Commisison approval.

**VII. NEW OR UNPLANNED INITIATIVES**

*Based on new Commission direction or identified need*