

**PORT OF COLUMBIA COUNTY**  
**100 E STREET, COLUMBIA CITY, OR 97018**  
**MAY 10, 2023**  
**COMMISSION MEETING**  
**8:30 A.M.**

The Port of Columbia County Commission Meeting will be in person.  
In accordance with state law, the meeting will be accessible via telephone or Zoom.  
Members of the public who want to attend the meeting electronically should do so by:

<https://us02web.zoom.us/j/89241411438>

Meeting ID: 892 4141 1438

Passcode: 287339

Call-In

1 (253) 215-8782

**I. CALL MEETING TO ORDER** (President, Robert Keyser)

**A. Flag Salute**

**B. Roll Call**

**II. ADDITIONS TO AGENDA**

**III. CONSENT AGENDA** (The Board has agreed to implement a Consent Agenda. Implementation of the Consent Agenda means that all items marked with an asterisk (\*) are adopted by a single motion unless a Member of the Board requests that such item be removed from the Consent Agenda and voted upon separately. Generally, Consent Agenda items are routine in nature and enable the Board to focus on other matters on the agenda.)

**A.\* Approval of Minutes; April 12, 2023**

**B.\* Financial Reports; April 2023**

**C.\* Approval of April Check Registers (A) in the total amount of \$214,978.13**

**D.\* Approval of April Check Registers (B) in the total amount of \$33,556.73**

**IV. COMMENTS FROM VISITORS** (Limited to 2 min. per person unless prior authorization is obtained)

**V. OLD BUSINESS**

**A. Dredging Project Update** **MH**

**B. Marina Improvement Project Update** **MH**

**C. Airport Use Permit Update (Through-The-Fence Access)** **AB**

**D. Port Office Extension Update** **AB**

**VI. NEW BUSINESS**

**A. Resolution 2023-11** **EM**

A RESOLUTION TO APPOINT ANDREW BRADLEY TO THE SCAPPOOSE BAY MARINE PARK ADVISORY COMMITTEE

**B. Resolution 2023-12** **AB**

A RESOLUTION APPROVING CENTURY WEST SCOPE OF WORK FOR RUNWAY REHABILITATION AT THE SCAPPOOSE AIRPORT

**C. Resolution 2023-13** **AB**

A RESOLUTION APPROVING CENTURY WEST SCOPE OF WORK FOR WESTSIDE PAVEMENT MAINTENANCE AT THE SCAPPOOSE AIRPORT

**D. Resolution 2023-14** **EM**

A RESOLUTION AUTHORIZING THE PORT TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH AMERICAN GUTTER SERVICE INC FOR A SMALL PARCEL LOCATED ON SOUTH 1ST STREET

**VII. EXECUTIVE DIRECTOR'S REPORT**

**VIII. COMMISSIONER REPORTS**

**IX. EXECUTIVE SESSION**

The Board will hold an executive session to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed under ORS 192.660(2)(h).

**X. ADJOURNMENT**

Pursuant to ORS 192.640 (1) the Port of Columbia County Board of Commissioners reserves the right to consider and discuss, in either Open Session or Executive Session, additional subjects which may arise after the agenda is published

**Next Regularly Scheduled Meetings**

May 24<sup>th</sup> (TBD) Work Session at 6:00 p.m.

June 14<sup>th</sup> Comm. Mtg at 8:30 a.m.

**Upcoming Events**

May 22<sup>nd</sup> at 5:00 p.m. SA Adv. Com. Mtg

May 22<sup>nd</sup> at 11:30 a.m. Ag. Information Com. Mtg.

May 23<sup>rd</sup> at 12:00 p.m. Tenant Luncheon @ PCC

July 11<sup>th</sup> at 5:30 p.m. SBM Adv. Com. Mtg

*Agenda times and order of items listed are estimated and are subject to change without notice. This facility is ADA-accessible. If you need special accommodation, please contact the Port office at (503) 397-2888 or TTY (800) 735-1232, at least 48 hours before the meeting.*

**PORT OF COLUMBIA COUNTY  
APRIL 12, 2023  
COLUMBIA CITY, OR 97018**

The Port of Columbia County held a Commission meeting at 8:30 A.M. on Wednesday, April 12, 2023, at the Port Office, 100 E Street, Columbia City, Oregon, and via Zoom video conferencing, with the following present:

**Commissioners**

<b>Robert Keyser</b>	President
<b>Chip Bubl – Zoom</b>	Vice President
<b>Chris Iverson</b>	2 <sup>nd</sup> Vice President
<b>Nancy Ward</b>	Secretary
<b>Brian Fawcett</b>	Treasurer

**Guests**

<b>Natasha Parvey</b>	NEXT
<b>Jay Harland</b>	CSA Planning
<b>Nathan Emerson</b>	CSA Planning
<b>Jeromy Hasenkamp</b>	PAC-TAC
<b>Duane Neukom</b>	Zoom
<b>KJ Lewis – PGE</b>	Zoom
<b>Henry</b>	Zoom
<b>Chris Efird</b>	NEXT
<b>Trains are Great</b>	Zoom
<b>Tommy Brooks – Cable Huston</b>	Zoom
<b>Brandon</b>	Zoom
<b>Alta Lynch</b>	Zoom
<b>503-539-7947</b>	Zoom

**Staff**

<b>Sean P Clark</b>	Executive Director
<b>Bob Gadotti</b>	Exec. Finance Mgr.
<b>Robert Salisbury</b>	Port General Counsel
<b>Brittany Scott</b>	Exec. Assist. /Office Coord.
<b>Elizabeth Millager</b>	Exec. Assist. Operations
<b>Sydell Cotton – Zoom</b>	Acct. & Payroll Specialist
<b>Elliot Levin</b>	N. County Ops. & Terminal Mgr.
<b>Amy Bynum – Zoom</b>	Real Est. & Bus. Dev. Mgr.
<b>Gina Sisco</b>	External Affairs Mgr.
<b>Lacey Tolles</b>	Data Res. & Projects Spec.
<b>Susie Tolleshaug – Zoom</b>	Administrative Assistant

The Port of Columbia County Commission meeting was called to order at 8:30 A.M. by President Robert Keyser.

**Consent Agenda**

Chris Iverson moved, Brian Fawcett seconded a motion to adopt consent agenda items A, B, & C: March 29, 2023, minutes, Financial Reports for March 2023, and March 2023 Check Register (A) in the amount of \$201,479.91. The motion carried unanimously.

Nancy Ward moved, Brian Fawcett seconded a motion to adopt consent agenda item D: February Check Register (B) for \$22,600.89. Chip Bubl, Nancy Ward, and Brian Fawcett voted aye. Chris Iverson and Robert Keyser abstained from voting, declaring a potential conflict of interest. The motion carried.

**Additions To The Agenda**

Robert Salisbury mentioned that we are adding to deliberate with persons designated to negotiate real property transactions under 2(e) for executive session.

**Public Comment**

Jeromy Hasenkamp introduced himself to the Commission as the Chief Executive Officer at Pac-Tac Protective Solutions. Mr. Hasenkamp stated Pac-Tac is a security firm and offers different services in lots of different realms. Pac-Tac does anything from uniform services, plain clothes protection details, security assessments, training for personal safety, self-defense, and environmental awareness talks. Mr. Hasenkamp mentioned he was with the State Police for twenty-two and a half years. Mr. Hasenkamp has given a lot of gun training courses throughout the years. He was seeing a trend moving towards private security and in 2017 he did some private sector in some other realms and then founded the security side of his company in 2019. Mr. Hasenkamp said that Pac-Tac has gone from three full-time employees to almost a hundred employees throughout Oregon and Washington. The Commissioners thanked Mr. Hasenkamp for coming and discussing the options available.

**Old Business**

**Scappoose Bay Marina Dredging Project Update**

Sean Clark informed the Commission that we are still preparing to dredge in fall of 2023. The sediment team has reviewed the Sediment Plan and sent it back to the engineers with comments for GRI to address. GRI will complete

their responses and return the Sediment Plan to the Sediment Team for approval by early this week.

### **Marina Improvement Project**

Sean Clark informed the Commissioners that he approved a Purchase Authorization for a \$24,310 amendment to the KPFF contract which includes the Biological Assessment, the gangway re-engineering, and splitting the project into Upland and In-water.

### **Airport Use Permit (Through-The-Fence)**

Amy Bynum said an email will be sent to Clayton Eveland today that will include a copy of the Commission minutes from March 29<sup>th</sup>. This will serve as written documentation for Mr. Eveland to give to his investors and also as a follow-up to his request for written assurance of the Port's Through-The-Fence Policy. Ms. Bynum said that she also scheduled the first monthly touch base meeting with Transwestern, our FBO.

### **Port Office Extension Update**

Amy Bynum presented schematics of the new office extension. She mentioned that we are several months ahead of schedule and wanted the Commission to feel informed on the process. Ms. Bynum met for a pre-application meeting with City of Columbia City two weeks ago. She experienced exceptional customer service. Everyone was collegial and helpful. The next step is to have Matt Alexander, our project manager with LCE to submit the storm water report, land use narrative, land use drawings, and application this Friday. Ms. Bynum mentioned that we are going to have a geotechnical report completed on the site as the Building Department requires the Port to have one. Ms. Bynum stated that the diagram shows the new full scope with the Robert Keyser inspired angled building. We will likely go out for construction bids in June or July.

### **Railroad Avenue Update**

Elliot Levin gave the Commissioners a brief update on the progress in developing a remediation plan for Railroad Avenue. In accordance with the terms of a Consent Order of April 13, 1995, between the Port and the Department of Environmental Quality (DEQ), the Port was obligated to produce a Feasibility Study exploring options to address concerns in the various action areas identified by DEQ at Railroad Ave. Between December 2021 and September 2022, Port Staff, our engineering consultant Geoengineers, and DEQ worked on finalizing a Feasibility Study (FS). That work was completed when DEQ accepted the FS on November 7, 2022. Since accepting the Port's FS, DEQ has been drafting a staff report which will lead to the Record of Decision (ROD) after going through a public comment period. The ROD details the work required at the site. It's important to note that the ROD concludes the Port's obligations under the Consent Order. Last week the Port met with DEQ to discuss their timeline. This month DEQ expects to finalize their staff report. This summer, the Staff Report, and FS will be circulated for public comment, with the aim being to have a ROD by the end of the summer. Once the ROD has been issued, the Port will enter the next phase. The next phase will be a review of the Port's ability to pay and negotiations regarding the Port's financial obligations going forward. DEQ's aim will likely be another consent agreement as the project moves into remedial design during which more detailed engineering will take place and the timing of the work will be developed. The Port did have some disappointing news during last week's meeting when we learned that a \$5 million bond was requested by DEQ that was on the table for the current legislative session issue had been stricken from the budget by the Governor's office. The proceeds from this bond would have been dedicated to the Railroad Avenue site. Since learning of this, the Port has been talking to DEQ to see how the Port can coordinate efforts with the county state delegates, lobbyists, etc, to restore the bond. The next opportunity for such funding will be two years from now. The Port also discussed the possibility that the various Scappoose Bay projects will be moved into an EPA superfund site. DEQ is not directly involved in those discussions, but they do not feel they will be successful. DEQ's concern is that doing so will cause a significant delay in restoring the sites, given how far along they are, and they are also concerned about losing the progress and momentum of the past 18 months. This effort is being led by local tribes who would like an oversight role in the projects. For Railroad Avenue DEQ intends to actively engage the tribes during the public comment period. To conclude, the FS is done, and the ROD will be done this fall. These are both important milestones.

### **New Business**

#### **Resolution 2023-09**

A RESOLUTION AMENDING RESOLUTION 2009-43 TO REMOVE RESTRICTIONS ON LICENSES AND PERMITS

Brian Fawcett moved, Nancy Ward seconded a motion to approve Resolution 2023-09, authorizing the Board President to amend Resolution 2009-43 to remove restrictions and allow licenses and permits with any type of entity. The motion carried unanimously.

## **Resolution 2023-10**

A RESOLUTION APPROVING A SECOND AMENDMENT TO ORPET INC.'S LEASE AT THE MULTNOMAH INDUSTRIAL PARK

Nancy Ward moved, Chip Bubl seconded a motion to approve resolution 2023-10, authorizing the Executive Director to execute a Second Amendment with ORPET, Inc. The motion carried unanimously.

## **Executive Director's Report**

Provided and read by Sean Clark, which is attached to the file copy of the Minutes.

## **Commissioner Reports**

Robert Keyser mentioned he went to the PGE meeting with Maria Pope, Sean Clark, KJ Lewis, and Brian Fawcett. The purpose was to reacquaint, but the takeaway from this was that we need to meet more often so that we are on a first name basis. Mr. Keyser stated another thing he got out of this meeting is that he didn't know that the electric vehicle charging wasn't as hard on the infrastructure. Mr. Keyser thought the meeting with PGE was a good start and he committed that we would keep those meetings going forward and rotate Commissioners so everyone can meet them.

Nancy Ward stated that it is a busy season. She has been attending lots of forums and really likes the community outreach that you are able to do in these situations. Ms. Ward attended the Scappoose Town Hall and was so impressed with the City and the way they engaged the people at the meeting. We can learn a thing or two on how to positively engage them. One thing Scappoose did was show a presentation on city parks and everyone had a clicker that gave them the ability to decide on which project and how much money to pay for the project. Ms. Ward would like to see the Commission start engaging with the people in our community. She is tired of people not knowing who we are.

Chris Iverson had no update.

Brian Fawcett stated that he had a great meeting with Maria Pope and another good meeting with Congresswoman Bonamici. Mr. Fawcett met with Lacey Tolles and Amy Bynum on electric vehicle charging and grant options for the new building. He went to the Scappoose Bay Marina parking lot to check and see if the electric vehicle parking would take away from regular parking. Mr. Fawcett mentioned that the parking lot was a ¼ full and there was a Tesla there. He wants to stop by a few more times to see if the electric vehicle parking will be beneficial. He thinks it is an exciting opportunity.

Chip Bubl mentioned that he really likes the quality of the reports he is getting prior to doing our resolutions. He liked that they lay out everything and made his ability to decide stronger and easier.

## **Executive Session**

The Board held an executive session to conduct deliberations with persons designated by the governing body to negotiate real property transactions pursuant to ORS 192.660(2)(e) and consulted with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed under ORS 192.660(2)(h).

**THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION, THE MEETING ADJOURNED AT 10:32 A.M.**

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President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
May 10, 2023  
Date Adopted by Commission



## Finance Update April 2023

### STAFF REPORT

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DATE: May 10, 2023  
TO: Commission Board  
FROM: Bob Gadotti  
Executive Finance Manager  
RE: Finance Update as of April 30, 2023

#### Discussion:

This agenda item is a preliminary report of the Port's current financials as of March 31, 2023.

**Cash and Investments:** \$9,418,487.

**YTD Revenues Collected:** \$6,356,601 which is 82.30% of the annual budget of \$7,722,922.

**YTD Expenses:** \$4,649,134 which is 31.10% of the annual budget of \$14,955,276. The annual expense budget includes \$4,018,450 of contingency that will not be utilized.

April 2023 checks issued totaled \$248,539.71.

#### March Highlights

Proposed 2023-2024 Budget completed for May 10, 2023, presentation.

Finance Manager phone interviews completed, Scheduled in person for May 8, 2023.

	Port of Columbia County Income Statement For the period ending April 30,2023						
			Current Actual	Yr To Date Actual	Annual Budget	% Remaining	Prior Yr To Date Actual
<b>Resources</b>							
Property Taxes			186	10,407	-	0.0%	13,990
Licenses and Permits			46,714	457,529	563,935	18.9%	464,791
Rents and Reimbursements			486,992	4,456,151	5,784,328	23.0%	4,090,398
Terminal Services			-	461,223	411,202	-12.2%	205,570
Bayport RVPark			11,518	125,202	161,996	22.7%	119,687
Parking Fees			3,322	26,410	32,185	17.9%	31,408
Launch Fees			3,793	32,818	53,456	38.6%	40,458
Other Marina Fees			210	2,644	4,286	38.3%	3,601
Grants			-	47,035	394,627	88.1%	188,608
Loan Proceeds			-	483,186	-	0.0%	-
Interest Earnings			28,290	195,283	38,036	-413.4%	30,860
InterGovernmental Income			-	-	-	0.0%	-
Contributions			-	-	250,018	100.0%	-
Miscellaneous Income			434	58,712	28,853	-103.5%	343,547
<b>Total Resources</b>			581,459	6,356,601	7,722,922	17.7%	5,532,920
<b>Requirements</b>							
Personnel Services			174,987	1,765,369	2,177,364	18.9%	1,497,093
Materials and Services			131,093	1,954,265	2,037,779	4.1%	1,931,769
Capital Outlay			53,820	483,697	5,615,000	91.4%	744,820
Debt Service			-	445,803	1,106,682	59.7%	757,602
Contingency			-	-	4,018,450	100.0%	-
						0.0%	
<b>Total Requirements</b>			359,899	4,649,134	14,955,275	68.9%	4,931,284
<b>Ending Fund Balance</b>			221,560	1,707,467	-	0.0%	

**Port of Columbia County  
Vendor Check Register Report - A**

Check No.	Vendor ID	Vendor Name	Date	Amount	Chk Bk ID	Voided
43684	SUNS002	Watkins Tractor & Supply dba	4/6/2023	\$4,949.00	BOW CHKG	No
43685	TOLL001	Lacey Tolles	4/6/2023	\$187.94	BOW CHKG	No
43686	USDI001	US Distributing Inc	4/6/2023	\$542.08	BOW CHKG	No
43687	VOYA001	Voya - State of Oregon	4/6/2023	\$3,725.00	BOW CHKG	No
43688	WARD001	Nancy Ward	4/6/2023	\$150.00	BOW CHKG	No
43689	WILC001	Wilson Oil Inc dba	4/6/2023	\$945.77	BOW CHKG	No
43690	ZIPL001	Ziply Fiber	4/6/2023	\$248.50	BOW CHKG	No
43691	ACEH001	Ace Hardware - St Helens	4/6/2023	\$444.09	BOW CHKG	No
43692	ACEH002	Ace Hardware - Scappoose	4/6/2023	\$36.98	BOW CHKG	No
43693	BUBL001	Chip Bubl	4/6/2023	\$150.00	BOW CHKG	No
43694	CABL001	Cable Huston	4/6/2023	\$1,375.50	BOW CHKG	No
43695	CHIE001	Country Media dba Clatskanie Chief	4/6/2023	\$70.00	BOW CHKG	No
43696	CINT002	Cintas Corporation No 3	4/6/2023	\$38.35	BOW CHKG	No
43697	CITY001	City of Columbia City	4/6/2023	\$243.29	BOW CHKG	No
43698	CITY003	City of St. Helens	4/6/2023	\$14.42	BOW CHKG	No
43699	CITY005	City of Clatskanie	4/6/2023	\$77.44	BOW CHKG	No
43700	CLAT002	Clatskanie PUD	4/6/2023	\$1,705.53	BOW CHKG	No

43702	COLU028	Columbia County Board of Commissioners Office	4/6/2023	\$75.00	BOW CHKG	No
43703	COMC001	Comcast	4/6/2023	\$88.42	BOW CHKG	No
43704	CONN001	Connecta Satellite Solutions LLC	4/6/2023	\$44.78	BOW CHKG	No
43705	DAHL001	VASA Hldgs LLC dba	4/6/2023	\$100.74	BOW CHKG	No
43706	FAWC001	Brian Fawcett	4/6/2023	\$150.00	BOW CHKG	No
43707	FPRE001	F. Preston	4/6/2023	\$2,800.00	BOW CHKG	No
43708	GLOB001	Global Security	4/6/2023	\$194.85	BOW CHKG	No
43709	IVER001	Chris Iverson	4/6/2023	\$150.00	BOW CHKG	No
43710	KEYS001	Robert Keyser	4/6/2023	\$150.00	BOW CHKG	No
43711	KOHI001	Mtn. Broadcasting, dba	4/6/2023	\$100.00	BOW CHKG	No
43712	LOOPN001	LoopNet	4/6/2023	\$738.00	BOW CHKG	No
43713	LOWE001	Lower Columbia Engineering	4/6/2023	\$20,766.90	BOW CHKG	No
43714	MYSY001	My System Shield LLC	4/6/2023	\$1,950.00	BOW CHKG	No
43715	NUIS001	John A. Norvell dba	4/6/2023	\$175.00	BOW CHKG	No
43716	OREG004	Oregon Department of State Lands	4/6/2023	\$485.17	BOW CHKG	No
43717	OREI001	O'Reilly Auto Enterprises LLC	4/6/2023	\$269.96	BOW CHKG	No
43718	PACI005	Pacific Office Automation	4/6/2023	\$357.00	BOW CHKG	No

**Port of Columbia County  
Vendor Check Register Report - A**

43719	PAMP001	Oregon Publication Corporation	4/6/2023	\$166.00	BOW CHKG	No
43720	PITN001	Pitney Bowes	4/6/2023	\$165.12	BOW CHKG	No
43721	QUIN001	Quincy Water Association	4/6/2023	\$35.00	BOW CHKG	No
43722	SALI002	Robert Salisbury	4/6/2023	\$55.27	BOW CHKG	No
43724	SHRE001	Shred Northwest, Inc	4/6/2023	\$60.00	BOW CHKG	No
43725	SIER001	Sierra Springs	4/6/2023	\$41.16	BOW CHKG	No
43726	SINE001	Sines Construction	4/6/2023	\$500.00	BOW CHKG	No
43727	SONI001	Sound Security, Inc	4/6/2023	\$1,434.45	BOW CHKG	No
43728	SOUT001	South Columbia County Chamber of Commerce	4/6/2023	\$750.00	BOW CHKG	No
43729	STEW001	Stewardship Solutions, Inc	4/6/2023	\$472.50	BOW CHKG	No
43730	SUNS001	Sunset Auto Parts	4/6/2023	\$315.58	BOW CHKG	No
43731	SUPP002	SupplyWorks	4/6/2023	\$110.52	BOW CHKG	No
43732	TERE001	TEREX Corporation	4/6/2023	\$748.58	BOW CHKG	No
43733	AMBI001	Ambient IT Solutions	4/13/2023	\$2,099.00	BOW CHKG	No
43734	ASSO001	Association of Pacific Ports	4/13/2023	\$995.00	BOW CHKG	No
43735	ATTM001	AT&T Mobility	4/13/2023	\$1,130.09	BOW CHKG	No
43736	CENT001	CenturyLink	4/13/2023	\$237.53	BOW CHKG	No
43737	CINT002	Cintas Corporation No 3	4/13/2023	\$44.91	BOW CHKG	No
43738	COLU023	Columbia County Office of Emergency Management	4/13/2023	\$4,922.44	BOW CHKG	No
43739	FAWC001	Brian Fawcett	4/13/2023	\$48.47	BOW CHKG	No
43740	FLIG001	Flight Light Inc	4/13/2023	\$3,945.02	BOW CHKG	No
43741	HUDS001	Hudson Garbage Service	4/13/2023	\$949.23	BOW CHKG	No
43742	HUDS002	Hudson Portable Toilet Service	4/13/2023	\$271.35	BOW CHKG	No
43743	IVER001	Chris Iverson	4/13/2023	\$33.41	BOW CHKG	No
43744	KOLD001	Culligan	4/13/2023	\$40.85	BOW CHKG	No
43745	LOWE001	Lower Columbia Engineering	4/13/2023	\$15,026.65	BOW CHKG	No
43746	MACK001	Mackenzie	4/13/2023	\$3,524.37	BOW CHKG	No
43747	MILL004	Elizabeth Millager	4/13/2023	\$47.75	BOW CHKG	No
43749	NACM001	NACM NW Service Co. dba	4/13/2023	\$85.00	BOW CHKG	No
43750	PACI005	Pacific Office Automation	4/13/2023	\$248.77	BOW CHKG	No
43751	PNWA001	Pacific Northwest Waterways Association	4/13/2023	\$3,225.00	BOW CHKG	No
43752	QUAL001	Quality Auto Parts	4/13/2023	\$68.67	BOW CHKG	No
43753	SHER001	Sherwin-Williams	4/13/2023	\$12.58	BOW CHKG	No
43754	SHRE001	Shred Northwest, Inc	4/13/2023	\$60.00	BOW CHKG	No



**Port of Columbia County  
Vendor Check Register Report - A**

43755	SISC001	Gina Sisco	4/13/2023	\$213.18	BOW CHKG	No
43756	STEL001	Richard Stellner	4/13/2023	\$6,130.45	BOW CHKG	No
43757	TRAP001	Patrick B. Trapp	4/13/2023	\$200.00	BOW CHKG	No
43758	TVW0001	TVW	4/13/2023	\$884.75	BOW CHKG	No
43759	WAST002	Waste Management of OR, Inc.	4/13/2023	\$32.92	BOW CHKG	No
43760	BANK001	Bank of the West	4/20/2023	\$18,326.92	BOW CHKG	No
43761	CABL001	Cable Huston	4/20/2023	\$407.00	BOW CHKG	No
43762	CENT001	CenturyLink	4/20/2023	\$97.73	BOW CHKG	No
43763	CHAR001	Charter Communications	4/20/2023	\$225.50	BOW CHKG	No
43764	CINT002	Cintas Corporation No 3	4/20/2023	\$98.90	BOW CHKG	No
43765	COMC002	Comcast Business	4/20/2023	\$2,018.99	BOW CHKG	No
43766	GEOE001	GeoEngineers	4/20/2023	\$394.25	BOW CHKG	No
43767	KENT002	Karen Kent	4/20/2023	\$2,433.60	BOW CHKG	No
43768	LAWR001	Lawrence Oil Company	4/20/2023	\$22.25	BOW CHKG	No
43769	NORW001	Norwest Engineering, Inc	4/20/2023	\$320.00	BOW CHKG	No
43770	NWMT001	NWMTA	4/20/2023	\$300.00	BOW CHKG	No
43771	NWNA001	NW Natural Gas Company dba	4/20/2023	\$221.34	BOW CHKG	No
43772	OREG010	Oregon Department of Revenue	4/20/2023	\$558.30	BOW CHKG	No
43773	PORT002	Portland General Electric	4/20/2023	\$16,014.32	BOW CHKG	No
43774	QUIL001	Staples Inc dba	4/20/2023	\$287.93	BOW CHKG	No
43775	SCAP006	Scappoose Outfitters Inc.	4/20/2023	\$185.00	BOW CHKG	No
43776	VOYA001	Voya - State of Oregon	4/20/2023	\$3,725.00	BOW CHKG	No
43777	BLUE001	Blue Heron Septic and Drain Service	4/27/2023	\$4,800.00	BOW CHKG	No
43778	CARQ001	General Parts Distribution	4/27/2023	\$81.72	BOW CHKG	No
43779	CENT003	CenturyLink	4/27/2023	\$53.65	BOW CHKG	No
43780	CINT002	Cintas Corporation No 3	4/27/2023	\$44.91	BOW CHKG	No
43781	CITY003	City of St. Helens	4/27/2023	\$9,849.50	BOW CHKG	No
43782	CLAT002	Clatskanie PUD	4/27/2023	\$51.51	BOW CHKG	No
43783	COLU008	Columbia River PUD	4/27/2023	\$3,817.18	BOW CHKG	No
43784	COLU011	Columbia County Dept.of Community Justice Adult Division	4/27/2023	\$3,375.00	BOW CHKG	No
43785	COMC001	Comcast	4/27/2023	\$2,171.88	BOW CHKG	No
43786	FINE001	Encore Business Solutions	4/27/2023	\$450.00	BOW CHKG	No
43787	KIWA001	Kiwanis Club of St. Helens	4/27/2023	\$500.00	BOW CHKG	No
43788	LOWT001	Dayle Shulda dba	4/27/2023	\$1,850.00	BOW CHKG	No
43789	MYSY001	My System Shield LLC	4/27/2023	\$4,900.00	BOW CHKG	No

**Port of Columbia County  
Vendor Check Register Report - A**

43790	PEAK001	Peak Electric Group, LLC	4/27/2023	\$34,279.75	BOW CHKG	No
43791	PITN001	Pitney Bowes	4/27/2023	\$402.44	BOW CHKG	No
43792	SHRE001	Shred Northwest, Inc	4/27/2023	\$60.00	BOW CHKG	No
43793	STAN002	The Standard	4/27/2023	\$1,722.28	BOW CHKG	No
43794	TITA001	Titan Tree Care, LLC	4/27/2023	\$8,100.00	BOW CHKG	No
<b>1108</b>				<b>\$214,978.13</b>		

**Port of Columbia County  
Vendor Check Register Report - B**

Check No.	Vendor ID	Vendor Name	Check Date	Amount	Ck Bk ID	Voided
43701	CLAT003	Clatskanie Builders	4/6/2023	\$4.85	BOW CHKG	No
43748	MODA001	Moda Health	4/13/2023	\$31,805.69	BOW CHKG	No
43723	SDIS001	SDIS	4/6/2023	\$1,751.04	BOW CHKG	No
<b>3</b>			<b>\$33,556.73</b>			

APR 12 2023

Form RR-C (Rev. 01-2020)

## RESOLUTION NO. 2023-11

### A RESOLUTION TO APPOINT ANDREW BRADLEY TO THE SCAPPOOSE BAY MARINE PARK ADVISORY COMMITTEE

**WHEREAS**, the Port of Columbia County maintains a volunteer Advisory Committee for matters related to the Scappoose Bay Marine Park; and

**WHEREAS**, there are several openings on the Committee for new members; and

**WHEREAS**, Andrew Bradley recently learned of the openings, made an application and discussed the roles and responsibilities with members of the Committee at their last meeting; and

**WHEREAS**, the Committee and Port Staff recommend that Andrew Bradley be appointed by the Port Commission to fill one of the open positions; now, therefore,

**BE IT RESOLVED** by the Board of Commissioners of the Port of Columbia County as follows:

Andrew Bradley is hereby appointed to the Scappoose Bay Marine Park Advisory Committee.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of May, 2023 by the following vote:

**AYES:** \_\_\_\_\_ **NAYS:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**PORT OF COLUMBIA COUNTY**

**By:** \_\_\_\_\_  
**President**

**Attested By:**

\_\_\_\_\_  
**Secretary**



## STAFF REPORT

### 2023-12

DATE: May 10, 2023  
TO: Port Commission  
FROM: Amy Bynum, Deputy Executive Director, Real Estate & Business Development  
RE: Century West Environmental and Design Services for Runway Rehabilitation at the Scappoose Airport

#### Discussion

The Scappoose Airport Master Plan identified Runway 15/33 rehabilitation as a key maintenance project for 2023-24. This pavement maintenance priority was set after a 2021 study commissioned by the Oregon Department of Aviation determined the runway pavement at Scappoose Airport would reach an unacceptable level by 2026.

Century West, the Airport Engineer of Record, submitted the attached Scope of Work for environmental and design services to take the project to the final design phase. This includes evaluation of pavement rehabilitation options, lighting and airport indicators, and a study of the Streaked Horned Lark. All items are required by the Federal Aviation Administration (FAA) to retain grant funding. Port staff will submit a grant request to the FAA after this Resolution is approved and the FAA will reimburse 90% of \$149,864 (\$134,877). The Port will be responsible for 10% (\$14,986).

The focus of this phase is to perform the necessary investigations and surveys that will be required to take the project to the final design phase.

#### Project Scope:

- Phase 1 - DESIGN AND ENVIRONMENTAL SERVICES
  - Task 1 – Project Management, due May 31, 2023
  - Task 2 – Permitting and Environmental Requirements, due August 31, 2023
  - Task 3 – Design Surveying, due July 1, 2023
  - Task 4 – Geotechnical Investigation, due August 31, 2023
  - Task 5 – Preliminary Design, due September 15, 2023
  - Task 6 – FAA Grant Closeout, due November 15, 2023
  - Task 7 – DBE Program and Goal Setting, due July 1, 2023

- Phase 2 – FINAL DESIGN

Final design services will be performed under a separate agreement and are not included in this scope.

### **Recommendation**

Adoption of Resolution No. 2023-12, authorizing the Executive Director to proceed with the attached Scope of Work with Century West for environmental and design services for Runway Rehabilitation at Scappoose Airport.

## RESOLUTION NO 2023-12

### A RESOLUTION APPROVING CENTURY WEST SCOPE OF WORK FOR RUNWAY REHABILITATION AT THE SCAPPOOSE AIRPORT

**WHEREAS**, the Scappoose Airport has prioritized Runway 15/33 pavement rehabilitation in the Airport Master Plan and Capital Improvement Plan; and

**WHEREAS**, the Oregon Department of Aviation commissioned a 2021 study to evaluate the pavement at the Scappoose Airport and the runway condition was determined to need rehabilitation by 2026; and

**WHEREAS**, Century West, the Airport Engineer of Record, submitted a Scope of Work for environmental and design services to perform the necessary investigations and surveys required to take the project through final design; and

**WHEREAS**, Port staff finds the Scope of Work reasonable at \$149,864 and recommends adoption to prepare a grant for submittal to the Federal Aviation Administration (FAA) for 90% FAA reimbursement (\$134,877), with the Port responsible for 10% (\$14,986); Now, therefore

**BE IT RESOLVED** by the Board of Commissioners of the Port of Columbia County as follows:

The Board authorizes the Executive Director to proceed with a Scope of Work with Century West for environmental and design services for Runway Rehabilitation at Scappoose Airport.

**PASSED AND ADOPTED** this 10th day of May 2023, by the following vote:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**Port of Columbia County**

**ABSTAIN:** \_\_\_\_\_

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

**President**

**Attested By:**

\_\_\_\_\_  
**Secretary**



**ENGINEERING STATEMENT OF SERVICES  
FOR  
SCAPPOOSE AIRPORT  
RUNWAY 15/33 REHABILITATION – PHASE 1  
ENVIRONMENTAL AND DESIGN SERVICES PROJECT**

**PORT OF COLUMBIA COUNTY (POCC)**

**April 11, 2023**

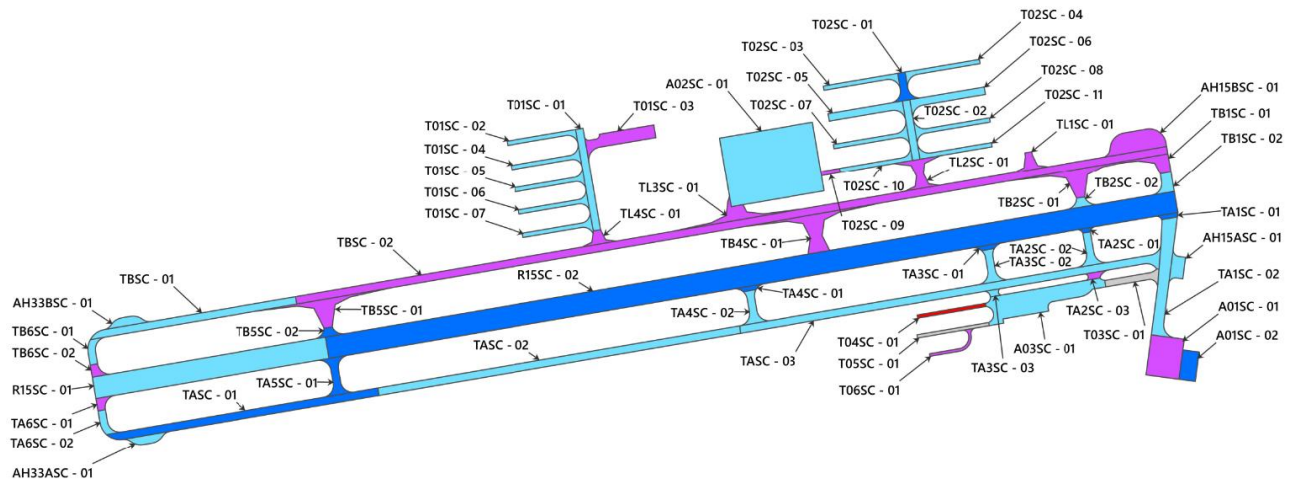
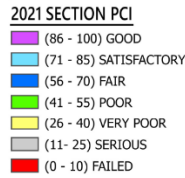
**GENERAL AND INTRODUCTION**

The scope of this project is to provide engineering design services for the preliminary design of new Runway pavements at the Scappoose Airport. The focus of this phase is to perform the necessary investigations and surveys that will be required to take the project into final design in later phases. The summary of proposed improvements include:

1. Rehabilitate Runway 15/33.
2. Replace existing Runway 15/33 Medium Intensity Runway Lighting (MIRL) system.
3. Install new PAPIs (Runway 15 and Runway 33).
4. Install/upgrade airport electrical building equipment as necessary.
5. Install spare conduits as necessary.
6. Construct Runway markings.
7. Conduct a Streaked Horned Lark Survey of the Airport.
8. Develop a DBE Program

The primary element of this project is the rehabilitation of the existing Runway 15/33 pavement. Oregon Department of Aviation commissioned a 2021 study to evaluate the pavement at the Scappoose Airport performed by GRI. GRI conducted surveys of the airside pavement and calculated a pavement condition index (PCI). The PCI is a numerical indicator that defines the functional condition of the pavement based on visual inspection. The PCI scale ranges from 0 to 100, where zero represents a pavement in the worst possible condition with no usable life remaining and 100 represents a pavement in the best possible condition with no defects.

The runway in the 2021 pavement condition survey was determined to have 2 values, since the runway was constructed in two phases, the north 4000' original runway section (RW 15 end) and the southern 1100' extension (RW 33 end). The PCI value of the northern portion of the runway was surveyed to be 61 and the southern portion was surveyed at 72. The report anticipates that the runway will degrade to PCI values of 52 and 65 by 2026. These PCI values meet or fall below the critical PCI value of 65 for runways, which triggers the need for rehabilitation of the runway asphalt surface.



This scope includes the evaluation of a second rehabilitation option that could include an overlay with isolated areas of mill/replace. This also allows us to evaluate the potential for correction of runway/taxiway transition revisions should they become necessary.

This project also consists of the replacement of the existing Medium Intensity Runway Lights (MIRL), the Precision Approach Path Indicators (PAPI), and the Runway constant current regulator (RCCR). The MIRLs, PAPIs, and the RCCR have been in service for more than 25 years and they have exceeded their useful life. The PAPIs have become unreliable and need replacement and the electrical room equipment will be replaced as needed.

Lastly, this project scope also includes the environmental services necessary to conduct a Streaked Horned Lark survey on the Airport and an update to the Port's DBE Plan.

## PHASE I –DESIGN AND ENVIRONMENTAL SERVICES

### Task 1 Project Management

1. Finalize work scope and negotiate contract.
2. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with POCC and FAA, monitoring and reporting technical and budget issues to POCC and FAA, preparation of monthly Consultant invoices throughout the life of the grant for submittal to POCC.

Administrative activity for the project is expected to occur over a 8-month period, an allowance of 3-hours per month of activity is provided.

3. Assist POCC as necessary with preparation of grant application(s) including updated data sheet and sponsor certifications for the project and submit to POCC for review and signatures.
4. Provide a detailed scope of work, figures, and a blank IFE sheet (without costs) to POCC for obtaining independent fee estimate (IFE) from others, if required.
5. Provide a project schedule to POCC and FAA. Up to 2 revisions are anticipated.
6. Prepare Strategic Event Notification forms for submittal to FAA. Up to 2 submittals are anticipated.
7. Coordinate project team and sub-consultants.
8. Conduct in-house QA/QC review of design elements and project deliverables.
9. Prepare and submit FAA Quarterly Performance Reports throughout the project.

**Deliverables:**

- **Scope of work**
- **Budget**
- **IFE Worksheet, if required**
- **Project Schedule**
- **Grant Pre-Application**
- **Strategic event notification form**
- **Quarterly performance reports**
- **Pre-design meeting minutes**
- **Monthly Invoices**
- **Meeting Minutes**

**Task 1 Due: May 31, 2023, with invoices, meeting minutes and project administration for the project duration**

## **Task 2 Permitting and Environmental Requirements**

Proposed improvements include the rehabilitation of previously paved and disturbed areas, and the environmental impact is assumed to be minimal. The FAA has determined that FAA NEPA requirements will be satisfied by the issuance of an undocumented Categorical Exclusion as the proposed project falls under the action listed in Paragraph 5-6.4(e) of FAA Order 1050.1F. Any work associated with NEPA requirements that exceed an undocumented Categorical Exclusion will be completed as an amendment to this scope or completed under a separate agreement.

The Airport is within the breeding range of Streaked Horned Larks (*Eremophila alpestris strigata*) (SHLA) which are listed as Threatened under both the federal and state Endangered Species Act. Prior SHLA surveys have occurred at the Airport in 2013 and 2017, which resulted in no SHLA detections. Another round of project-level surveys is needed at the Airport. Project level surveys include a series of 3 surveys during the breeding season of a single year covering the action area for the proposed project using the current accepted lark survey protocol (Pearson et al. 2016). If no detections are made after the 2023 protocol surveys are complete, FAA and USFWS will consider the Airport unoccupied for five years (survey year plus 4 years) unless new information indicates otherwise.

An environmental subconsultant will be hired to perform:

a. **Species Surveys (Streaked Horned Lark)**

Consultant shall conduct SHLA surveys following the Pearson et al. (2016) protocol for site occupancy. This includes three site visits during the nesting season by one biologist. Plant surveys are not included in this task.

Consultant shall prepare a draft memorandum to provide information regarding methods, areas surveyed, and results. After review of the draft memorandum by POCC and FAA, and receipt of comments, Consultant shall prepare a final memorandum.

**Assumptions**

- Final memorandum assumes one single round of comments from POCC and FAA.
  - SHLA are the only species requiring field surveys.
  - Surveys will consist of three site visits by one biologist during the nesting season.
  - This scope of work does not include a Biological Assessment or consultation with USFWS should larks be found on the airport.
  - Plant surveys are not included.
1. Consultant shall coordinate, with POCC, the schedule of the survey and possible closure of the apron and/or other airport pavements or the need to issue a Notice to Air Missions (NOTAM).
  2. Consultant to perform a QA/QC review on draft and final species survey memorandum and provide comments to subconsultant.

**Deliverables:**

- **Draft Species Survey Memorandum**
- **Final Species Survey Memorandum**

**Task 2 Due: August 31, 2023**

**Task 3 Design Surveying**

The consultant shall hire a licensed Oregon surveyor subconsultant to perform the following tasks:

- a. Establish horizontal (NAD 83 2011 EPOCH 2010) and vertical control (NAVD 88) for survey work at the airport. Establish one benchmark for elevation control and a minimum of two additional points for horizontal control. The survey will be tied to Scappoose Airport PACS and SACS, if they exist.
- b. Conduct a topographic survey of the following areas:

Runway 15-33 pavement limits (100 feet in width) and extending 25 feet away from the edges of pavement to the East and West of the Runway centerline approximately 150' total width. Survey area shall extend along the runway centerline, 150 feet to

the North and South beyond the Runway thresholds. The survey shall tie the Runway monuments and the existing centerline.

Connector taxiways A4, A5, A6, and B6 pavement limits from the edge of the runway to the runway hold lines. Survey the adjacent grassed area 20 feet away from the pavement edge.

Connector taxiways A1, A2, A3, B1, B2, and B5 pavement limits from the edge of the runway to the previous paving transverse joint.

The electrical building, the surrounding hangar areas and the homerun circuit from the runway to the electrical building.



Survey data, on pavement, shall be collected at cross sections on a 25' (maximum) interval. interval. At each cross section, shots shall be taken on centerline, 12.5' from centerline, 25' from centerline, 37.5' from centerline, 50' from centerline, edge of pavement (on pavement), edge of pavement (on shoulder), then on a maximum 25' interval to approximately 50' from edge of pavement.

Survey data, off of pavement, shall be collected at cross sections on a 50' (maximum) interval. Sufficient shots shall be taken to accurately depict natural grade elevations between shots to the tolerances below.

Elevations on pavement and drainage structures, shall be accurate to 0.05 feet. Natural ground elevations shall be accurate to 0.10 feet

The topographic survey shall show existing pavement striping/markings, edge lights and reflectors, signs, ditches, swales, drainage structures, fences, buildings, tie-down anchors, pavement edges (AC and PCC) gravel areas, utilities, test pits, pavement core locations, NAVAIDS and other structures or surface features within the survey limits. Property line and boundary surveying is not included.

- c. Contact the utility notification ("one call") center to request utility locates within the survey limits.
- d. Engage a utility locate firm to locate on-airport utilities and coordinate on-airport utility locations with POCC.
- e. Develop a contour map at a scale of 1"=50' for use in the design. The contour interval shall be 0.5 feet. Consultant will be responsible for combining new survey data with existing to create an overall map for use in design.

1. Consultant shall coordinate, with POCC, the schedule of the survey and possible closure of the apron and/or other airport pavements or the need to issue a NOTAM.
2. Consultant shall provide a QA/QC review of a draft survey and provide comments to the survey subconsultant prior to submittal of the final survey map.

**Deliverables:**

- **Survey Map**

**Task 3 Due: July 1, 2023**

**Task 4 Geotechnical Investigation**

The consultant shall hire a licensed geotechnical subconsultant to perform the following tasks:

- a. Subconsultant will review relevant geotechnical and pavement information from previous studies at the airport as provided by POCC.
- b. Subconsultant shall core the existing Runway pavements in a minimum of fourteen (14) locations. Determine the thickness of the existing asphalt pavement, depth of existing base material, depth of existing subbase material, and depth to native subgrade. Determine the moisture content of the native subgrade soil underneath the existing pavement at each core location. Prepare a tabulation of all core data. Patch core holes with AC coldpatch and granular fill. Field work is estimated to take up to two work periods of eight hours each and will be conducted during daytime hours. Consultant will provide airport safety trained escort for all subconsultants during the field work period. The runway will be required to be closed during coring operations.
- c. Subconsultant shall conduct Falling Weight Deflectometer tests to supplement previously performed investigations along multiple test lines on the Runway. Field work is estimated to take up to two work periods of eight hours each and will be conducted during nighttime hours. Consultant will provide airport safety trained escort for all subconsultants during the field work period.
- d. Subconsultant shall perform Dynamic Cone Penetrometer (DCP) testing on the subgrade in each core hole to estimate in-situ resilient modulus and CBR values at each core location.
- e. Subconsultant shall examine the collected soil samples in the laboratory and conduct the following tests:
  - 2 CBR tests;
  - 2 Atterberg limit determinations;
  - 2 sieve/hydrometer analyses;
  - Unit weight and moisture content determination for each sample taken;
  - FAA soil classification for each sample taken.
- f. Subconsultant shall prepare a preliminary geotechnical report presenting preliminary findings, test results and recommendations. Review and discuss findings and recommendations with the Engineer, prior to preparing a final

report. The report shall specifically include recommendations regarding pavement rehabilitation methodologies under consideration.

- g. Subconsultant shall prepare a final geotechnical report presenting final recommendations, findings, and test results.
1. Consultant shall coordinate, with POCC, the schedule of the geotechnical investigation, closure of the apron and/or other airport pavements, with the need to issue a NOTAM.
2. Consultant shall provide a QA/QC review of a draft and final report and provide comments to the survey subconsultant prior to submittal of the final survey map.

**Deliverables:**

- **Preliminary Geotechnical Report**
- **Final Geotechnical Report**

**Task 4 Due: August 31, 2023**

**Task 5 Preliminary Design**

1. Consultant shall review past mapping, plans, documents, and other available information pertaining to the project.
2. Consultant shall conduct a pre-design site visit to document site conditions coinciding with geotechnical and/or survey work. Assume Project Manager and Project Engineer will attend but may travel separately (assume 70 miles and 2 hours travel time, roundtrip).
3. Consultant shall develop the alternatives for phasing of the work that maintains safe operations during construction. Assume 3 exhibits.
4. Consultant shall make recommendations and prepare the design for any required replacement or revisions to surface and subsurface drainage of the project area. Drainage features may include inlets, pipes, underdrains, ditches, swales, manholes and other appurtenances to provide site drainage.
5. Consultant shall use the existing operational data and projected growth rates from the POCC as an input into FAARFIELD 2.0, FAA's pavement design program. Consultant shall produce pavement section design alternatives based on fieldwork and calculations using FAARFIELD 2.0. Assume 3 alternatives.
6. Consultant shall prepare a preliminary (15%) cost estimate.
7. Consultant shall conduct a meeting with POCC staff to review preliminary phasing, design, and cost. Assume Project Manager and Project Engineer will attend but may travel separately (70 miles and 2 hours roundtrip each). Phasing exhibits, pavement designs, and cost estimates will be addressed.
8. Consultant shall assist the POCC in the initiation of a FAA reimbursable agreement for the post-construction PAPI flight check.
9. Contact Oregon DEQ to discuss NPDES requirements. Document if a waiver of NPDES requirements is obtained.

**Deliverables:**

- **Preliminary (15%) exhibits and cost estimates**

**Task 5 Due: September 15, 2023**

## **Task 6 Grant Closeout**

1. Provide final report to include administrative tasks/costs and engineering fees, as well as FAA Final Payment Summary Sheet.

### **Deliverables:**

- **Final Closeout Report**
- **FAA Final Payment Summary Sheet**

**Task 6 Due: November 15, 2023**

## **Task 7 – Disadvantaged Business Enterprise (DBE) Program and Goal Setting**

Consultant shall:

1. Contact FAA Office of Civil Rights for latest DBE plan template materials.
2. Using the current FAA template plan and the FFY21/22/23 POCC DBE Program, if available, assemble a new program tailored to POCC's DBE efforts and associated staff.
3. Assemble a list of all projects in the FFY 24/25/26 CIP for each State-owned airport that are expected to utilize Federal funds.
4. Establish a market area for each individual airport and associated project(s).
5. Break down preliminary project costs by various North American Industry Classification System (NAICS) codes.
6. Determine the availability of DBE and non-DBE firms for each project's NAICS codes and associated market areas; a firm is considered DBE if it has been designated as such by COBID.
7. Calculate the overall DBE goals for each airport. Each airport shall have a separate DBE goal methodology. One goal methodology shall cover the statewide programs that receive FAA funding. No projects shall be considered "exempt" since POCC receives, in total, over \$250,000 per year in FAA funding.
8. Utilize the Statewide Disparity Study data to make Step 2 adjustments where needed for Race Conscious/Race Neutral participation and historical DBE participation and finalize DBE goals.
9. Assist the Agency as necessary with publishing the Program and Goals for public comment, conducting the required Consultation, and aggregating the resulting comments for inclusion in the DBE Program document.
10. Submit the DBE Program and Goal Methodologies to the Agency for review and comment prior to submitting to the FAA.
11. Submit the DBE Program and Goal Methodologies to FAA for review and approval.
12. Make updates in the DBE Program and Goal if warranted by comments from the FAA and resubmit for approval.

### **Deliverables:**

- **DBE Program**
- **DBE Goal Methodology Attachments for Statewide programs and each individual State-owned NPIAS Airport**



**Task 7 Due: July 1, 2023 or until the FAA has approved the DBE Program and FFY24-26 Goal, whichever is later.**

**PHASE II – Final Design**

Final design services are not included. These services will be performed under a separate agreement or work order.



## **STAFF REPORT**

### **2023-13**

DATE: May 10, 2023  
TO: Port Commission  
FROM: Amy Bynum, Deputy Executive Director, Real Estate & Business Development  
RE: Century West Design Engineering Services for West Side Pavement Maintenance at the Scappoose Airport

### **Discussion**

The Scappoose Airport Master Plan identified Westside Pavement Maintenance as a key airport project for 2023-24. These pavement sealing and crack repairs are recommended based upon a 2021 study commissioned by the Oregon Department of Aviation.

Century West, Airport Engineer of Record, submitted the attached Scope of Work for design services to take the project to the final design phase. This includes evaluation of crack repairs and surface seal on Taxiway B, five connector taxiways, taxi lanes and aprons.

All items are required by the Federal Aviation Administration (FAA) to retain grant funding. Century West, on behalf of the Port, will submit a grant request to the FAA after this Resolution is approved and the FAA will reimburse 90% of \$94,740 (\$85,266). The Port will be responsible for 10% (9,474).

#### **Project Scope:**

- Phase 1 - DESIGN AND ENVIRONMENTAL SERVICES
  - Task 1 – Project Management, due July 28, 2023
  - Task 2 – CatEx Survey
  - Task 3 – Design Surveying, due June 9, 2023
  - Task 4 – Preliminary Design, due October 14, 2023
  - Task 5 – Final Design, due February 3, 2024
  - Task 6 – FAA Grant Closeout, due March 15, 2024
- Phase 2 – BIDDING AND CONSTRUCTION  
Bidding and construction services will be performed under a separate agreement and are not included in this scope.

### **Recommendation**

Adoption of Resolution No. 2023-13, authorizing the Executive Director to proceed with the attached Scope of Work with Century West for design services for Westside Pavement Maintenance at Scappoose Airport.

## RESOLUTION NO 2023-13

### A RESOLUTION APPROVING CENTURY WEST SCOPE OF WORK FOR WESTSIDE PAVEMENT MAINTENANCE AT THE SCAPPOOSE AIRPORT

**WHEREAS**, the Scappoose Airport has prioritized pavement maintenance in the Airport Master Plan and Capital Improvement Plan; and

**WHEREAS**, the Oregon Department of Aviation commissioned a 2021 study to evaluate the pavement at the Scappoose Airport and the west side taxiways, taxi lanes, and aprons were determined to require seal coat treatment, minor crack repair, and wide crack repair; and

**WHEREAS**, Century West, the Airport Engineer of Record, submitted a Scope of Work for design services to perform the necessary investigations and surveys required to take the project into final design; and

**WHEREAS**, Port staff finds the Scope of Work reasonable at \$94,740 and recommends adoption to prepare a grant for submittal to the Federal Aviation Administration (FAA) for 90% FAA reimbursement (\$85,266), with the Port responsible for 10% (\$9,474); Now, therefore

**BE IT RESOLVED** by the Board of Commissioners of the Port of Columbia County as follows:

The Board authorizes the Executive Director to proceed with a Scope of Work with Century West for design services for Westside Pavement Maintenance at the Scappoose Airport

**PASSED AND ADOPTED** this 10th day of May 2023, by the following vote:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**Port of Columbia County**

**ABSTAIN:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**President**

**Attested By:**

\_\_\_\_\_  
**Secretary**

**ENGINEERING STATEMENT OF SERVICES  
FOR  
SCAPPOOSE AIRPORT  
WEST SIDE PAVEMENT MAINTENANCE PROJECT  
PHASE I - DESIGN SERVICES**

**PORT OF COLUMBIA COUNTY (POCC)**

**April 13, 2023**

**GENERAL**

The general scope of the project is to provide engineering design services for the maintenance of airport pavements at Scappoose Airport. The extents of the sealing will be based on deferred maintenance identified in the 2021 Oregon Department of Aviation PEP Report.

This scope of work details activities and work elements needed for Century West Engineering (the Consultant) to perform design, and project closeout services for the work.

The improvements include:

1. Minor crack repair on Taxiway B and five (5) connector taxiways;
2. Surface seal (as needed) of Taxiway B and five (5) connector taxiways;
3. Minor crack repair on taxi lanes;
4. Surface seal (as needed) of taxi lanes;
5. Minor crack repair on aprons;
6. Surface seal (as needed) of aprons;
7. Installation of taxiway, taxi lane, and apron markings.

The seal coat treatment may consist of either a slurry seal or fog seal, as determined through preliminary design evaluation of existing conditions. FAA Specifications will be used.

Minor crack repair is anticipated to consist of routing, cleaning, and preparation of small quantities of narrow cracks less than 1 inch. Minor crack repair will also consist of a “burn and seal” treatment of existing cracks, by heating existing crack fill material with a heat lance and “topping off” with additional, new, crack seal material.

Wide crack repair (if required) is anticipated to consist of 12”-24” wide pavement removal, centered on wide cracks greater than 1 inch, and repair with new pavement, centered over wide cracks, as necessary. In addition, pavement dig outs and patching may be needed on a limited basis to repair larger areas of alligator cracking or minimal areas of depressions.

Services to be performed are as follows:

**PHASE I –DESIGN SERVICES**

**Task 1 Project Management**

1. Finalize work scope and negotiate contract.

2. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with the Port and FAA, monitoring and reporting technical and budget issues to the Port and FAA, preparation of monthly Consultant invoices for submittal to the Port.

Administrative activity for the project is expected to occur over a 6-month period, an allowance of 3-hours per month of activity is provided.

3. Assist the Port as necessary with preparation of grant application including updated data sheet and sponsor certifications for the project and submit to the Port for review and signatures.
4. Provide a project schedule to the Port and FAA. Up to 2 revisions are anticipated.
5. Prepare FAA form 7460 for submittal to FAA for overall construction.
6. Coordinate project team and sub-consultants
7. Conduct in-house QA/QC review of design elements and project deliverables.
8. Prepare and submit FAA Quarterly Performance Reports throughout the project.

**Deliverables:**

- **Scope of work**
- **Budget**
- **Project Schedule**
- **Grant Pre-Application**
- **Monthly Invoices**
- **Meeting Minutes**

**Task 1 Due: July 28, 2023, with invoices and meeting minutes for the project duration**

**Task 2 CatEx Review**

FAA environmental staff have indicated that this project will be performed under an undocumented CATEX. As a result, no environmental work is included in this scope of work.

**Task 3 Design Surveying**

1. Establish horizontal (NAD 83 2011 EPOCH 2010) and vertical control (NAVD 88) for survey work at the airport. Establish one benchmark for elevation control and a minimum of two additional points for horizontal control. The survey will be tied to Scappoose Airport PACS and SACS, if they exist.

2. Consultant will perform one site visit during the topographic survey.
3. Conduct limited surveying of the Port owned airport pavements (excluding the Runway). The purpose of the survey is to identify existing pavement markings, surface features/structures, building edges, edge lights, and guidance signs so that the existing layout and geometry can be accurately reestablished.
4. Limited surveying shall include edges of pavement for tapers, radii, runway centerline, taxiway centerlines, and pavement markings. For tangent pavement edges, the survey may be captured on approximately 200 ft intervals. The survey shall note the color and width of all existing pavement markings.
5. The survey shall also include physical surface features such as edge lights, guidance signs, catch basins, inlets, trench drains, manholes, valve boxes, vaults, duct bank markers, buildings, and other structures that could be impacted by the project.
6. Using the data collected from the topographic survey, develop a model of the area surveyed in AutoCAD Civil 3D format.
7. Develop a base map at a scale of 1"=50' for use in the design.

**Deliverables:**

- **Survey Map**

**Task 3 Due: June 9, 2023**

**Task 4 Preliminary Design**

1. Review past mapping, plans, documents, and other available information pertaining to the project.
2. A site visit will be performed by the Designer and an Inspector to quantify the pavement distresses to be repaired. The quantities will be separated into the various bid items including (but not limited to): small crack repair, wide crack repair, burn-and-seal crack repair, and AC patching. Senior Project Manager will review photos and notes on the condition of the pavement as it relates to the available treatment options.
3. Complete 50% preliminary design of the proposed improvements to provide sufficient information related to the location, limits, material quantities, and construction requirements of the proposed improvements to perform evaluations based on the various impact categories. The preliminary plan view for the proposed improvements and the survey base map will be used to complete a 50% preliminary design of the proposed improvements. The level of design will allow the consultant to identify locations and limits of work and ensure that FAA design standards can be met to complete the proposed improvements. The preliminary design will also include finalization of project access and staging limits, preliminary material quantities, and a detailed construction cost estimate commensurate with the level of design. This preliminary design will be submitted to the FAA for review and comment, along with contract documents, and a list of anticipated FAA Technical Specifications. FAA comments from this submittal will be used to advance

the work to the 90% submittal package.

4. Prepare up to (2) two phasing alternatives for consideration by the Sponsor.
5. Prepare a preliminary Construction Safety and Phasing Plan (CSPP) and recommendations. Safety plan is to be reviewed by the FAA and Sponsor. Solicit comments and incorporate into final form for approval by FAA. Final version shall be submitted via the OE/AAA portal for approval a minimum of 90 days prior to bid opening.
6. Prepare preliminary quantity and construction estimates for the project.
7. Prepare preliminary (90%) plans. The plan set is expected to consist of approximately 18 drawings and will include the following components:
  - Cover Sheet (1 Sheet)
  - Site & Safety Plans (4 Sheets)
  - Construction phasing/work area plan and details (2 Sheets)
  - Crack repair/sealing and seal coat plans and details (7 Sheets)
  - Pavement marking plan and details to replace all current pavement markings impacted by the project. (4 Sheets)
8. Prepare a 90% preliminary Engineer's Design Report to the established FAA requirements.
9. Prepare 90% preliminary specifications manual using Advisory Circular 150/5370-10 (latest edition), Standards for Specifying Construction of Airports. It is anticipated that the project bidding documents will be developed as a Base Bid with Additive Alternates, if necessary, so the work to be constructed can be matched with available project funding.
10. Provide up to four (4) sets of 90% preliminary contract documents (plans, specifications, design report, and cost estimate). One hard copy will be sent to the FAA, and one hard copy will be sent to the Port.
11. Solicit, receive, and record and incorporate into the final form of the 90% preliminary contract documents, all comments provided by the Port and FAA.

**Deliverables:**

- **Preliminary (50%) exhibits, cost estimate, and plan sheets**
- **CSPP**
- **FAA Form 7460-1**
- **Project Documents (90%) plans, specifications, estimated quantities and costs**
- **Engineer's Design Report (90%)**

**Task 4 Due: October 14, 2023**

**Task 5 Final Design**



1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final construction drawings.
3. Provide the final contract specifications.
4. Complete final quantity calculations and prepare an Engineer's detailed estimate of construction costs for the project.
5. Submit final construction documents to Port and FAA for review and approval.
6. Provide electronic files for Port to distribute for bidding.
7. Provide 10 sets of contract construction documents for bidding (5 of the 10 sets will be kept by the engineer for use during construction).

**Deliverables:**

- **Final Construction Drawings**
- **Final Bid Documents and Specifications**
- **Final Engineer's Construction Cost Estimate**

**Task 5 Due: February 3, 2024**

**Task 6 Grant Closeout**

1. Provide final report to include administrative tasks/costs and engineering fees, as well as FAA Final Payment Summary Sheet.

**Deliverables:**

- **Final Closeout Report**
- **FAA Final Payment Summary Sheet**

**Task 6 Due: March 15, 2024**

**PHASE II - BIDDING AND CONSTRUCTION**

Bidding and construction services are not included. These services will be performed under a separate agreement or work order.



## **2023-14 STAFF REPORT**

### **Sale of Property on South 1<sup>st</sup> Street**

DATE: May 10, 2023  
TO: Port Commission  
FROM: Elizabeth Millager, Operations Coordinator  
RE: Sale of South 1<sup>st</sup> St. property to American Gutter Service Inc.

#### **Discussion**

Recent negotiations resulted in a signed Purchase and Sale Agreement for property located in St. Helens on South 1<sup>st</sup> Street to American Gutter Service Inc., which is owned by Mr. Terry Applebee. The property is very small, unimproved and mostly basalt foundation, which creates barriers to development. A detailed review of maps and plans in that area shows that South 1<sup>st</sup> Street is not necessary to access other Port property.

Port staff spoke with a real estate appraiser and the Columbia County Tax Assessor's office in an attempt to determine property value. This revealed that there are no comparables to this property for sale price. The only viable option (for sale purposes) according to both the real estate appraiser and the tax assessor is to sell it to an adjacent property owner such as Mr. Applebee. The purchase price is \$10,000 which Mr. Applebee has already deposited with the Port. All costs and fees will be split 50/50 between the parties. After the Port Commission approves the sale, the Port has also agreed to assign the General Judgment and Money Award of \$7,000 to American Gutter Services Inc. The property is transferred "AS IS" and with full knowledge of any and all claims made by Mr. Singleton.

Port staff recommends the sale of South 1<sup>st</sup> Street under the terms and conditions outlined in the attached Purchase and Sale Agreement.

#### **Recommendation**

Adopt Resolution 2023-14, authorizing the Executive Director to sign the Purchase and Sale Agreement.

## RESOLUTION NO. 2023-14

### A RESOLUTION AUTHORIZING THE PORT TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH AMERICAN GUTTER SERVICE INC FOR A SMALL PARCEL LOCATED ON SOUTH 1<sup>ST</sup> STREET

**WHEREAS**, the Port owns a parcel located on South 1<sup>st</sup> Street near Railroad Avenue in St. Helens Oregon;

**WHEREAS**, the property is very small, unimproved and mostly basalt foundation, which creates barriers to development. A detailed review of maps and plans in that area shows that the property is not necessary to access other Port property;

**WHEREAS**, the purchase price is \$10,000 (which has already been deposited) and after approval by the Port Commission, the Port will assign a General Judgment and Money Award of \$7,000 to the purchaser, who is buying the property in "AS IS" condition and with full knowledge of any and all previous claims made; and

**WHEREAS**, Port staff recommends the sale under the terms outlined in the attached Purchase and Sale Agreement; Now therefore

**BE IT RESOLVED** by the Board of Commissioners of the Port of Columbia County as follows:

The Board approves the Purchase and Sale Agreement as presented and authorizes the Executive Director to complete the transaction and sign closing documents as required.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of May, 2023, by the following vote:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**Port of Columbia County**

**ABSTAIN:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**President**

**Attested By:**

\_\_\_\_\_  
**Secretary**

## PURCHASE AND SALE AGREEMENT: SOUTH 1<sup>ST</sup> ST.

This Purchase and Sale Agreement ("Agreement") effective this 18 day of April, 2023 (the "Effective Date") is by and between the Port of Columbia County, an Oregon municipal corporation ("Seller") and American Gutter Service, Incorporated ("Purchaser").

Seller owns certain bare, undeveloped land located along South 1<sup>st</sup> Street in St. Helens Oregon 97051 as depicted on **Exhibit A** attached hereto ("the Property"). The Property is further identified as the following three (3) tax lots in Columbia County Oregon:

- (1) South St. Helens, Block 5, Lot 11 (Map# 4N1W09-BD-02400), Account # 29181;
- (2) South St. Helens, Block 5, Lot 12 (Map# 4N1W09-BD-02500), Account # 29182;
- (3) South St. Helens, Block 5, Lots 3-6 (Map# 4N1W09-BD-03000), Account # 29183.

Purchaser and Seller engaged in mutually beneficial negotiations the result of which was that Purchaser offered to purchase the Property, and Seller has accepted Purchaser's offer subject to certain terms and conditions, which are generally outlined below in this Agreement.

1. **PURCHASE PRICE.** The purchase price for the Property ("Purchase Price") shall be Ten Thousand Dollars (\$10,000) to be paid from Purchaser to Seller immediately upon Seller's signature below. Seller further agrees that, after payment of the Purchase Price from Purchaser, Seller will bring this Agreement to Seller's Board of Commissioners for approval. Once approved by Seller's Board of Commissioners, Seller further agrees to fully assign to Purchaser that certain *General Judgment and Money Award* in Columbia County Case No. 22CV13959 dated December 30, 2022.
2. **EARNEST MONEY DEPOSIT.** No Earnest money shall be collected for this transaction.
3. **CONTINGENCIES.** Seller's obligation to sell the Property is conditioned upon the approval by Seller's Board of Commissioners. If Seller's Board of Commissioners does not approve this transaction, the Purchase Price will be returned to Purchaser.
4. **CLOSING.** Closing shall occur as soon as possible (the "Closing Date"), unless otherwise extended by mutual agreement of the parties.
5. **CLOSING COSTS AND LIENS.** Purchaser and Seller shall each pay one-half (1/2) of any and all costs and fees related to this Agreement.
6. **COMMISSION.** No commission shall be paid to any broker in connection with this transaction.
7. **REPRESENTATIONS.**
  - 7.1 **AS IS.** Purchaser represents that it accepts and executes this Agreement on the basis of their own examination and personal knowledge of the Property; that except for as provided in this Agreement, Seller has made no representations, warranties, or other agreements concerning matters relating to the Property; that Seller has made no agreement or promise to alter, repair, or improve the Property; and that Purchaser takes the Property "AS IS." Purchaser specifically acknowledges that Purchaser takes the Property with any and all vehicles, recreational vehicles, or any other items of any kind whatsoever which are stored on the Property by any third party. Purchaser is specifically aware and has knowledge of the claims previously made to the Property by Henry Singleton and Purchaser agrees to take the property AS IS with full knowledge of any and all such claims by Mr. Singleton.

- 7.2 Seller makes no representation as to the size of the Property being conveyed other than that laid out in **Exhibit A**. Purchaser is advised, if desired, at their sole cost and expense, to obtain a survey of the property to determine the size of the Property and Property boundaries.
- 7.3 Seller represents that it has legal authority to convey the Property but makes no other warranties, either express or implied, as to the condition or suitability of the Property for any particular purpose.
8. **TAXES/PRORATIONS.** There shall not be any proration of taxes, as Seller is a tax-exempt entity.
9. **UTILITIES.** Seller shall pay all utility bills accrued to date and payment shall be handled outside of escrow.
10. **POSSESSION.** Purchaser is entitled to possession on the Closing Date, unless otherwise agreed to between the parties.
11. **BINDING EFFECT/ASSIGNMENT RESTRICTED.** This Agreement is binding on and will inure to the benefit of Seller, Purchaser, and their respective heirs, legal representatives, successors, and assigns.
12. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement may not be modified or amended except by a written agreement signed and executed by both parties. The parties were represented by legal counsel and/or had the opportunity to be represented by legal counsel. This contract was negotiated between the parties and is voluntarily executed. A signature received by facsimile or email scan has the effect of an original signature.
13. **NOTICES.** All notices and communications in connection with this contract must be given in writing and transmitted by first class mail and/or email to Purchaser and to Seller at the address provided by each party. Notices given in accordance with this paragraph are deemed given upon the date of receipt or the date of mailing, with proof of mailing. Either party may, by written notice, designate a different address for purposes of this contract.
14. **APPLICABLE LAW.** This Agreement is construed, applied and enforced in accordance with the laws of the State of Oregon. Venue is Columbia County Circuit Court, St. Helens, Oregon.
15. **WAIVER.** The failure or delay of any party to enforce the performance of any term or condition of this contract does not waive or otherwise limit the party's right to enforce or pursue remedies for the breach of any such term or condition. Any waiver under this contract must be in writing and signed by the party to be charged.
16. **SEVERABILITY.** Should any term, provision, or portion of this contract at any time be in conflict with any law, ruling or regulation, or be unenforceable, then such provision will continue in effect only to the extent that it remains valid. In the event that any provision of this contract becomes less than fully operative, the remaining portion of that provision and all other provisions of this contract will nevertheless remain in full force and effect.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT

LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

17. **INTENT TO BE BOUND.** This Agreement sets forth the essential terms of the transaction contemplated between the Seller and Purchaser, and all parties hereto intent to be bound by this Agreement.

**AGREED AND ACCEPTED BY THE UNDERSIGNED AS OF THE EFFECTIVE DATE:**

**SELLER:**

PORT OF COLUMBIA COUNTY

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

Name: **Sean P. Clark**

Title: Executive Director

**PURCHASER:**

AMERICAN GUTTER SERVICE, INC

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

Name: **Torrance S. Applebee**

Title: Executor

## EXHIBIT A

