



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, February 21, 2023

Port of Hood River Conference Room

1000 E. Port Marina Drive, Hood River

1. Call to Order – 5:00 p.m.
 - a. Modifications, Additions to Agenda
 - a. Public Comment (5 minutes per topic, 30 minutes maximum total)
Written public comment received – Page 3
 2. Consent Agenda
 - a. Approve Minutes from February 7, 2023 Regular Session (*Patty Rosas, Page 7*)
 - b. Approve Amendment No. 10 to Contract with WSP USA, Inc. (*Kevin Greenwood, Page 11*)
 3. Informational Reports
 - a. Bridge Replacement Project Update, SB 431 (*Michael Shannon, Page 15*)
 4. Presentations & Discussion Items
 - a. Bridge Load Limit Project Update, Mark Libby, HDR (*John Mann, Page 23*)
 - b. Lot 1 Development Discussion
 - a. *Urban Renewal Agency Single Property Urban Renewal District Update (Kevin Greenwood, Page 37)*
 - b. *Lot 1 – Future Development Vision (Greg Hagbery, Page 51)*
 5. Executive Director Report (*Kevin Greenwood, Page 57*)
 6. Commissioner, Committee Reports
 - a. Marina Advisory Committee, February 16 – (*Daryl Stafford, Ben Sheppard*)
 - b. Airport Advisory Committee, February 16 – (*Greg Hagbery, Heather Gehring*)
 - c. Bi-State Working Group, February 6 – (*Mike Fox, Kristi Chapman*)
 7. Action Items
 - a. Authorize Signing Commission Formation Agreement for the Hood River-White Salmon Bridge Authority (*Kevin Greenwood, Page 93*)
 - b. Approve Resolution Authorizing Increase in Bridge Load Limit (*Kevin Greenwood, Page 121*)
 - c. Approve Janitorial Services Contract for Port Properties with Allied Maintenance, LLC not to exceed \$65,309 (*Greg Hagbery, Page 127*)
 8. Commission Call
 9. Confirmation of Commission Directives to Staff
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10. Executive Session Under ORS 192.660(2)(e) to conduct deliberations with persons designated to negotiate real property transactions and OR 192.660(2)(h) to consult with legal counsel regarding current litigation or litigation likely to be filed.

11. Adjourn

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

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

From: [Anne Johnston](#)
To: porthr@gorge.net
Subject: Event Site Parking
Date: Friday, February 17, 2023 9:37:45 AM

As a Hood River local I am very disappointed to see the new Event Site parking pass rate. In 2021 the pass was \$100. In 2022 the jump to \$120 pre-season sale was bad enough. To see that the POHR is now trying to charge \$200 is astronomical. It is pricing out the locals - the people who would love to access the event site on a daily basis year round. It is not pricing out the second home owners and tourists who will gladly pay \$200 if it means they can park their van there for their vacation in Hood River. Yes, the POHR is for profit. But it also has a mission statement including to "initiate, promote and maintain quality of life." Forcing people to pay more than they can afford to access the Event Site is neither promoting or maintaining the quality of life of the people who call Hood River home. The Event Site is well-known parking for kiting which occurs at the sandbar, which is owned by the Department of State Lands, not the port. We should not have to pay \$200 to park at the Event Site to simply access property that does not belong to the Port. This is going to cause people to park in free parking behind businesses at the waterfront and cause overflow situations.

The Port claims to value integrity, transparency & collaboration. I would appreciate knowing why the parking pass has more than doubled in 2 years. If it is to fund the bridge project that would be very disappointing because funding the bridge should not come at the expense of people trying to park and recreate in a healthy way. It does not feel like the POHR is acting with integrity and it is definitely not collaborating with its stakeholders - the citizens of Hood River. The POHR continues to create excuses as to why they don't maintain the Spit or at a minimum provide dog waste bags in an effort to minimize the amount of hazardous waste that is going into the water we recreate in. The POHR just last year finally began being transparent with the high lives of E. Colli and the often hazardous conditions of the Columbia River nearest Nichols Basin & the Event Site. However, nothing seems to be done to address the issue.

Please do better at promoting and maintaining the quality of life for us.

It is great there are people who can afford this, but it's not great that there are many people who can't. If there aren't enough parking spaces (which there are) people can show up earlier, not pay more because all that does is price out lower income folks. The event site is not solely for kites - so people saying that "kiting is a free sport" the parking fee is fine, it's not. The Event Site serves as access to the river and by charging \$200 to park (Post Canyon is \$35 an annual snow park pass is \$30 an annual OR State Forest Pass is \$30) it is only hurting those who can't afford it. People are going to try launching in new areas in order to not pay and if inexperienced kites launch from the Marina it's going to increase the water safety issues. Making it down river (in most cases upwind) is difficult enough for inexperienced kites and trying to navigate the channel with the barges in order to make it around the sandbar is a potential disaster waiting to happen. \$200 is for a pass to all of the paved area as well as the field south of the parking lot and that field rarely ever fills. Charging \$200 just guarantees that those with the financial means will have a parking spot and the sad reality is that most of those people are not residents of Hood River who already have a percentage of their tax money go to the POHR, no matter how small that percentage is. The parking pass price also doubled in 2 years with no explanation or even acknowledgement of it to the general public.

In addition the sandbar which is used to kite from because the POHR closes the grass to launch, is not POHR property. So POHR is profiting off of people parking there only to use the free sandbar owned by the DSL.

Thank you for taking the time to address this. The POHR's financial status and Hood River's tourism are important, but so are residents and their ability to live in and recreate in the beautiful place we call home."

A very upset resident.
Anne Johnston

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From: avi [REDACTED]
Sent: Friday, February 17, 2023 8:27:25 AM
To: Kristi Chapman <kchapman@portofhoodriver.com>
Subject: Event site pass

Kristi

We arrive back home this week and I was going to buy an annual Event Site pass, expecting the usual local early bird discount. Instead, I was shocked to see that there is no local discount and the pass is \$200 per person (\$400 for the two of us) – More than double in less than two years. At this rate we are re-evaluating our plans to use the event site in the summer.

May I make a suggestion of an alternative pricing policy that would benefit the locals and increase the Port profit as well:

Instead of a \$200 flat fee have the following pricing:

1. Local annual fee of \$100
2. Non Local annual fee of \$200
3. Monthly fee of \$75

Since the summer season is about 4 month long and MOST visitors stay here between a week and a month, the \$75/month would more than cover the \$100 discounts for locals.

For this year, how about implementing a small change: The \$200 fee would be a TWO year pass for locals. In other words, if a local already paid \$200, he / she will get a credit for next year pass – assuming they can show a local ID.

My suggestion is based on what I saw happened in South Padre island last year: SPIW increased the fee from \$35 to \$70 plus a \$100 key fee. The result was that instead of seeing 100 o 300 windsport people on the beach, only 4 maybe 5 used the North flats and the Pond. The rest went to the Isla Blanca park (Annual fee of \$100 with 50% discount to Vets and seniors), or other locations on the island. I would hate to see that happen here in the Hood.

I would appreciate you discuss my proposal with the Board and amend the current Pass pricing.

Best Regards

Avi Cohn

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

Regular Session

PRESENT: Commissioners: Kristi Chapman, Hoby Streich, and Heather Gehring. Legal Counsel: Kristen Campbell. From Staff: Kevin Greenwood, Genevieve Scholl, Daryl Stafford, John Mann, Greg Hagbery, and Patty Rosas. Guests: Mark Libby, Corinne Sams

ABSENT: Ben Sheppard, Mike Fox, Debbie Smith-Wagar, Michael Shannon

MEDIA: None

1. CALL TO ORDER: Vice President Kristi Chapman called the meeting to order at 5:04 p.m.

a. **Modifications or additions to the agenda:** None

b. **Introduction:** Kevin Greenwood, Executive Director, introduced Corinne Sams, member of Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Board of Trustees. Sams is also the Chair of the Umatilla Fish and Wildlife Committee, and Vice Chair for the Columbia River Inter-Tribal Fish Commission (CRITFC). Greenwood added that there is a resolution for approval tonight that will authorize non-revenue bridge passage for the CTUIR. Sams commented that on behalf of the Umatilla people they are grateful and happy for the opportunity to partner with the Port of Hood River (Port). Sams added that it is important to recognize their usual and custom areas where they fish, hunt, gather and trade. The Umatilla Tribe is appreciative that they were asked about potential impacts to their tribal fishers in reference to the new bridge. Sams looks forward to building further connections and partnership with the Port. Greenwood provided a copy of the letter of support for the Bridge Replacement Project from CTUIR. The Port Commission thanked Sams for attending the meeting and looks forward to building their partnership.

c. **Approve Resolution No. 2023-23-6 Authorizing Non-Revenue Bridge Passage for the Confederated Tribes of the Umatilla Indian Reservation (CTUIR).**

Motion: Approve Resolution No. 2022-23-6 Authorizing Non-Revenue Bridge Passage for the Confederated Tribes of the Umatilla Indian Reservation (CTUIR).

Move: Hoby Streich

Second: Heather Gehring

Discussion: None

Vote: Unanimous

MOTION CARRIED

2. CONSENT AGENDA:

- a. Approve Resolution No. 2023-23-7 Authorizing Non-Revenue Bridge Passage for the Confederated Tribes of the Warm Springs Reservation of Oregon.
- b. Approve Resolution No. 2022-23-8 Authorizing Non-Revenue Bridge Passage for Federally Recognized Tribes and the Columbia River Inter-Tribal Fish Commission.
- c. Approve Minutes of the January 10, 2023 Regular Session.
- d. Reappoint Judy Newman to the Budget Committee for a 3-Year Term.
- e. Approve Addendum No. 1 to Lease with Crestline Construction in the Marina Park #1 Building.
- f. Approve Renewal of SDIS Insurance Policies.
- g. Approve Accounts Payable to Campbell Phillips in the Amount of \$7,605.

Motion: Approve consent agenda
Move: Heather Gehring
Second: Hoby Streich
Discussion: None
Vote: Unanimous
MOTION CARRIED

3. INFORMATIONAL REPORTS: None

4. PRESENTATIONS & DISCUSSION ITEMS:

- a. **Bridge Capital Management Plan Update** – Mark Libby, HDR Engineering, summarized the potential short-term and long-term capital and maintenance projects needed to maintain the bridge function and operation. Some of the long-term projects include truss seismic retrofit, and bridge painting. Short-term projects include pier repair, wire ropes replacement, and miscellaneous steel repairs. Greenwood inquired about the load rating. Libby replied that Oregon Department of Transportation (ODOT) has reviewed their supplemental load rating. ODOT will be issuing a letter to the Port authorizing the Port to raise the load rating to what was suggested.
- b. **Wire Ropes Replacement Project Schedule Update** – John Mann, Facilities Director, reported that the bridge will be closed May 19-22 for replacement of the wire ropes. There will be single lane closures throughout the month of May to prepare for the project. Bridge closure notifications have already been sent out.

5. EXECUTIVE DIRECTOR REPORT: Greenwood referenced the security service proposal from TCB Security Services, INC. that is included in the packet. Greenwood noted that although the Port is being cautious about incurring new expenses, staff believes they can pull budgeted items from last year to makeup for the difference. Mann highlighted the importance of having security on Port property. Commissioner Chapman followed up on the staff directive to review the ordinance regarding enforcement of rules on Port property. Greenwood commented that it has not been completed but it is on the to do list. Commission consensus was for staff to continue to pursue the possibility of having security on Port property. Commissioner Chapman suggested that staff review the insurance policy on how this might affect it. Commissioner Streich added that legal counsel should also be involved to determine what the Port can and can't enforce. Greenwood will coordinate a meeting with TCB Security Services, INC and the Port Commission.

Greenwood commented that Commercial Property Assessed Clean Energy (CPACE) is a private sector financing program. The program needs to be adopted by each county in Oregon. Greenwood is seeking consensus from the Commission to draft a letter of support for the CPACE program. There was consensus from the Commission to proceed with the letter.

6. COMMISSIONER, COMMITTEE REPORTS:

- a. Commissioner Chapman suggested an ad hoc advisory committee to help with all the upcoming projects at the waterfront such as the development of Lot 1. Commissioner Streich requested that this topic be deferred to the next meeting when all commissioners are present.

7. ACTION ITEMS:

a. **Authorize Application to the Business Oregon Port Planning and Marketing Fund for the Lower Mill Site Market Analysis and Feasibility Study in the Amount of \$50,000.**

Motion: Authorize Application to the Business Oregon Port Planning and Market Fund for the Lower Mill Site Market Analysis and Feasibility Study in the amount of \$50,000 and release of the RFP to obtain consulting services.

Move: Hoby Streich

Second: Heather Gehring

Discussion: None

Vote: Unanimous

MOTION CARRIED

b. **Authorize Issuance of E. Anchor Way, N. 1st Street Architecture & Engineering RFP.**

Motion: Approve issuance of a Request for Proposal for Civil Engineering Design services for the East Anchor Way extension and North First Street realignment project, upon legal and administrative review.

Move: Heather Gehring

Second: Hoby Streich

Discussion: None

Vote: Unanimous

MOTION CARRIED

8. COMMISSION CALL:

- a. Commissioner Streich commented that a Rotarian from The Dalles would like a representative from the Port to attend The Dalles Rotary for a presentation on the Port parks. Commissioner Streich suggested that Kevin Greenwood attend the The Dalles Rotary for a presentation.

9. CONFIRMATION OF DIRECTIVES:

- a. Staff to review insurance policy for Port security and consult with legal counsel on what can be enforced.
b. Staff to coordinate a meeting with TCB Security Services, INC.
c. Staff to proceed with CPACE letter.
d. Continue discussion at next meeting for ad hoc advisory committee for the waterfront.
e. Kevin Greenwood to reach out to The Dalles Rotary for presentation.

10. EXECUTIVE SESSION: None

11. ADJOURN:

Motion: Adjourn the meeting

Vote: Unanimous

MOTION CARRIED

The meeting was adjourned at 5:57 p.m.

SIGNED:

Ben Sheppard, President

ATTESTED:

Michael Fox, Secretary

Commission Memo



Prepared by: Kevin Greenwood
Date: February 21, 2023
Re: Term Amendment - WSP

WSP's contract with the Port expires at the end of March 2023. The time associated with completing the Biological Opinion, Section 106 Memo of Agreement (MOA) and Treaty MOAs has taken longer than the contract has allowed. The Port's Project Management Team (HNTB), the Port and WSP feel that the Final Environmental Impact Statement (FEIS)/Record of Decision (ROD) should be finished by June, but it makes sense to provide additional time for unforeseen delays.

WSP is not requesting any additional budget authority.

RECOMMENDED ACTION: Authorize Amendment No. 10 with WSP to extend the term of the contract through December 31, 2023.

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**PORT OF HOOD RIVER
PROFESSIONAL SERVICES CONTRACT
AMENDMENT No. 10**

This Amendment No. 10 (the “**Amendment**”) to the Port of Hood River Professional Services Contract, No. 2018-01, dated July 16, 2018, (the “**Agreement**”) is entered into between the Port of Hood River and WSP USA, Inc. (collectively, the “**Parties**”).

RECITALS

WHEREAS, the July 16, 2018 Professional Services Contract included an expiration date of January 31, 2021 which was extended to July 31, 2021 by Amendment No. 4 approved by the Port of Hood River Commission on February 16, 2021, and further extended to January 31, 2022 by Amendment No. 05 approved by the Port of Hood River Commission on July 13, 2021, and further extended by Amendment No. 07 to September 30, 2022 approved by the Port of Hood River Commission on January 18, 2022, and further extended by Amendment No. 09 to March 31, 2023; and

WHEREAS, based upon the needs of the project, this amendment allows for changes to the expiration date; and,

WHEREAS, Amendment No. 01 was approved by the Commission on August 6, 2019 to accommodate job description and rate changes resulting from a merger between WSP USA, Inc. and BergerABAM and

WHEREAS, Amendment No. 02 was approved by the Commission on October 22, 2019 to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), and Rate Schedule (Exhibit F) as documented in the 2019 C2C;

WHEREAS, Amendment No. 03 was approved by the Commission on August 11, 2020 to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), Key Persons (Exhibit D), and Rate Schedule (Exhibit F) as documented in the 2019 C2C;

WHEREAS, Amendment No. 04 was approved by the Commission on February 16, 2021 to allow changes to the Scope of Work (Exhibit A) and Consultant Compensation (Exhibit B), as documented in the 2021 C2C;

WHEREAS, Amendment No. 05 was approved by the Commission on July 13, 2021 to extend the expiration date of the contract to January 31, 2022;

WHEREAS, Amendment No. 06 was approved by the Commission on September 7, 2021 to include additional Preliminary Cost Estimate services and allow changes to the Scope of Work (Exhibit A) and Consultant Compensation (Exhibit B);

WHEREAS, Amendment No. 07 was approved by the Commission on January 18, 2022 to extend the expiration date of the contract to September 30, 2022;

WHEREAS, Amendment No. 08 was approved by the Commission on February 8, 2022, to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), Rate Schedule (Exhibit F)

WHEREAS, Amendment No. 9 was approved by the Commission on September 13, 2022 to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), and Rate Schedule (Exhibit F) and to extend the expiration date of the contract to March 31, 2023;

NOW, in consideration of the mutual promises contained herein, and for good and valuable consideration, the Parties agree as follows:

AGREEMENT:

1. The Parties hereby extend the expiration date of the contract from March 31, 2023 to December 31, 2023.
2. **REMAINING CONTRACT PROVISIONS.** Except as specifically modified by this Amendment, the Parties understand and agree that all provisions of the Agreement remain in full force and effect.


WSP USA Inc.
1300 SW 5th Ave, 31st Floor
Portland, OR 97201
(503) 417-9355

John Maloney, Senior Vice President 1 Date

Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-1645

Kevin Greenwood, Executive Director Date

Approved for Legal Sufficiency



Kristen Campbell, Port Counsel 2/3/23
Date



HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

Project Director Report
February 20, 2023

The following summarizes Replacement Bridge Project activities from February 06, 2023 to February 20, 2023:

PROJECT MANAGEMENT

- *RBMC team is continuing to meet with WSP, ODOT and Federal Highway Administration (FHWA) related to the NEPA/FEIS process and Treaty Tribe Memorandum of Agreement (MOA's).*
- *RBMC team is meeting with ODOT, WSDOT and FHWA on the RFP for the Progressive Design Build Procurement.*
- *Grant Tracking for WA, ARPA, Build Grants will be on going each quarter.*
- *Legislative Outreach in continuing with Oregon, Washington and DC*

COMMUNICATIONS

- *The web site has been launched [Hood River Bridge Replacement Project](#) and is not seeing regular updates*
- *Developing stories for post Gorge-ous Night Events in Olympia and Salem*
- *Developing story for Hood River White Salmon Bridge Authority and Commission Formation Agreement finalization*
- *Developing material for Congressional monthly calls and April DC Trip*
- *Developing story on Grant Outreach this year starting with Feb submittal of RAISE Grant*
- *Developing material on an upcoming media piece from Story Gorge on environmental aspects of old bridge*

GOVERNMENT AFFAIRS UPDATE

- *State Legislative Activities*
 - *Oregon*
 - *Gorge-ous Night was a success it was held on Feb 15th in Salem from 5:30 to 7:30 PM*
 - *One on one meetings were held on Feb 15th with:*
 - *Rep. Helfrich*
 - *Rep. Smith*
 - *Sen. Findley*
 - *Sen. Bonham*
 - *Sen. Knopp*
 - *Rep. Fahey*
 - *Rep. Rayfield - Speaker of House*
 - *Working on letters of support from labor unions*

- *Washington*
 - *Gorge-ous Night was held on Feb 8th from 5:30 to 7:30 PM*
 - *Legislative outreach is on Feb 8th in Olympia*
 - *Meetings were held on Feb 8th with:*
 - *Sen King*
 - *Rep Mosbrucker)*
 - *Rep. Waters*
 - *Rep. Corry*
 - *Sen Liias*
 - *Rep Barkis*
 - *Rep Fey*
- *Federal Legislative Activities*
 - *Hal will be setting up monthly virtual meetings with key congressional members starting in February. Attendees will be Mike F, Jacob Anderson, Mike Shannon*
 - *Virtual meetings were held with*
 - *Sen. Cantwell*
 - *Sen. Merkley*
 - *Rep. Blumenauer*
 - *We are planning to make two trips per year to DC in support of funding requests*
 - *Looking at the end of April for the first trip*
- *We will be working with Oregon and Washington and Federal lobbyist to update the Legislative Strategy for the next 3 years.*

HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY

- *Primary Place of business (PPB) was finalized as Oregon*
- *The Final Draft of the Commission Formation Agreements (CFA) has been distributed to the BSWG with a recommendation to move forward with obtaining signatures from the 6 parties of the agreement.*
- *HRWSBA Legal Counsel Recommendations for consideration:*
 - *Stacey Lewis at Pacifica Law Group in Seattle, as recommended by Steve Siegel.*
 - *Eileen G. Eakins, who provided Port Commission training back in 2021 - 5285 Meadows Road, Suite 400, Lake Oswego, OR 97035, (503) 607-0517, eileen@lgl-advisors.com;*
 - *Clark Balfour at Cable Huston, who I have worked with over the years on municipal utility projects: <https://www.cablehuston.com/attorneys/clark-i-balfour/>;*
 - *Anna Cavaleri, Jerry's partner <http://hoodriverlaw.com/attorney-profiles/anna-c-cavaleri/>*

FUNDING FINANCE & TOLLING

- *Washington State Transportation Commission (WSTC) T&R Analysis*
 - *HNTB and the PORT continue to coordinate with WSTC*
 - *WSTC next meeting is on February 15-16*
 - *There are no agenda items related to the T&R Study for the Replacement Bridge*

- [Link to agenda Meeting Agenda – February 15-16, 2023 – Washington State Transportation Commission](#)
- *WSTC team will be updating the Transportation Commission March 13th.*
- *WSTC will provide an update on the project to the BSWG on March 6th and March 20th.*
- *Schedule Milestones:*
 - *March 2023 – WSTC approves two refined tolling scenarios for further analysis*
 - *May 2023 – Draft Study findings and recommendations presented to WSTC*
 - *June 2023 – Final Report of findings and recommendations presented to WSTC and submitted to Washington State Legislature*
- *BSWG Tolling Study*
 - *Funding Finance and Tolling team is developing a model that will support the consideration of different tolling scenarios and their impacts on the financial plan to support the construction of a new bridge.*

PENDING GRANT FUNDING UPDATES

- *Raise Planning Grant (2023)*
 - *Notice of Funding Opportunity (NOFO) issued: 11/30/22, Update to NOFO received on 12/14/22*
 - *Application Due: 2/28/23*
 - *For Rural Applications Min \$1M/Max \$25M (\$750M available to the program)*
 - *Our application will focus on a planning grant that will evaluate Bike/Ped connections and Transit services access/connections to the new bridge. With a focus on how the bridge is a vital part of a transportation system.*
 - *Meetings have been held with CAT, MCEDD and ODOT to discuss letters of support and inform the team that is developing the Grant Application*
 - *USDOT has released training/informational videos to assist in the development of Grant Application – staff has been reviewing the training/informational material*
- *Safe Streets and Roads for All Grant Program (SS4A)*
 - *Next Opening April 2023*
 - *2023 NOFO Spring 2023*
- *Multimodal Project Discretionary Grant (MPDG)*
 - *Next Opening - Spring 2023*
 - *2023 NOFO not released*
 - *INFRA (\$8 B available over 4 years FY22 to FY26)*
 - *MEGA (\$5 B available over 4 years FY22 to FY26)*
 - *Rural (\$2 B available over 4 years FY22 to FY26)*
 - *The project was notified that it was not successful in obtaining any 2022 grant funding from the MPDG. A Debrief is being targeted for April 2023 in DC.*
 - *MPDG Comments from USDOT*
 - *C. The project will be cost-effective (49 USC 6701(f))*
 - *D. With respect to related non-Federal financial commitments, 1 or more stable and dependable sources of funding and financing are*

- available to (i) construct, operate, and maintain the project; and (ii) cover cost increases (49 USC 6701(f))
 - E. The applicant has, or will have, sufficient legal, financial, and technical capacity to carry out the project (49 USC 6701(f))
- **Bridge Investment Program (BIP)**
 - Next Opening – Summer 2023
 - 2023 NOFO – Summer 2023

EXCUTED GRANT FUNDING UPDATES

- **Build20**
 - Grant Awarded 9/23/22
 - Funding: \$5M – Federal Share, \$1.25M Local Match (Washington Grant) – Total \$6.25M with an Expenditure Deadline of 12/31/2024
 - Total Submitted for Reimbursement: \$0
 - Total Reimbursement received to date: \$0
 - Remaining Funds: \$5 million
 - We have received our certification from FHWA on 12/21/22. We have received access to the RADs quarterly reporting system for FHWA on 1/26/22. Training with FHWA is still pending.
 - Q4 2022 reporting has been submitted through RADs to FHWA
- **ARPA (Oregon Grant)**
 - Grant Awarded 5/12/22
 - Funding: \$5M with an Expenditure Deadline of 12/31/26
 - Total Submitted for Reimbursement: \$225,353.30
 - Total Reimbursement received to date: \$225,353.30
 - Remaining Funds: \$4,774,646.70
 - 4th Quarter reimbursement submitted on January 10th, 2023. Next reimbursement submittal April 2023
- **WA SB 5165 Grant**
 - Grant Awarded 2/2/22
 - Funding: \$5M with an Expenditure Deadlines of 6/30/23 (\$3M) and 6/30/23 (\$2M)
 - Total Submitted for Reimbursement: \$1,341,149.25
 - Total Reimbursement received to date: \$384,693.39
 - Remaining Funds: \$3,658,850.75
 - 4th Quarter reimbursement submitted for \$956,455.86. Next reimbursement submittal will be April 2023.

TREATY TRIBE MOA'S

- A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.
 - **Yakama Nation (YN).**
 - Draft MOA was submitted by Roy Watters to the Yakama Nation on 1/26/23

- *A meeting to discuss the Section 106 MOA and Treaty Fishing MOA is schedule for March 3rd.*
- **Nez Perce**
 - *The Draft MOA was submitted to ODOT on 1/17/23*
 - *ODOT approved us to move forward with sending the Draft MOA on 1/24/23.*
 - *2/2/23 – Project update call with Amanda Rogers of Nez Perce and Herb Fricke (Project Tribal Coordinator), Roy Watters (ODOT). MOA was sent to Amanda on 2/2/23.*
 - *We are coordinating a project update meeting with them in the next couple months.*
- **Umatilla (CTUIR).**
 - *The Draft MOA was submitted to the Umatilla Tribe on 1/25/23*
 - *Meeting and Presentation were held with CTUIR Fish and Wildlife commission on 1/24/23*
 - *Topics covered*
 - *Project Update,*
 - *Request for Letter of Support – Treaty to a vote and was approved 4/0 to provide a letter of support for the project.*
 - *Update on CTUIR toll exemption request – exemption is being finalized and will be presented to the Port Commission on Feb 7th for approval. Umatilla tribal members will be at the meeting.*
 - *Treaty MOA – a hard copy of the Draft MOA was provided to the Tribal legal counsel and a electronic copy supplied also. A follow up meeting is being schedule for the third week in February.*
 - *Work Force Development – Follow up meetings are being scheduled the tribes and TERO offices for input into the Work Force Development criteria that will be provided in our RFP.*
 - *Attendees: ODOT, FHWA, Commissioner Fox, RBMC*
 - *Second meeting has been scheduled for 2/22 with Umatilla*
 - *We have received a letter of support for the bridge project from CTUIR.*
- **Warm Springs.**
 - *Our team has made contact with Warm Springs and a meeting is being coordinated for March.*

RBMC

PROGRESSIVE DESIGN BUILD RFQ/RFP

- *Sub-schedule has been developed for the procurement of the Progressive Design Build Team (See Packet) – opportunities to advance the schedule are being reviewed.*

- *A meeting was held with ODOT on 2/10 to discuss their role on the upcoming PDB Procurement and a follow up meeting is scheduled for 3/7*
- *A meeting was held with FHWA on 2/16 to discuss their role on the upcoming PDB Procurement and a monthly recurring meeting has been set up to start on 3/16*
- *A meeting is scheduled with WSDOT on 2/23.*

KEY STAKE HOLDERS

RAILROAD

- *Kickoff/Update meeting was held with BNSF on 1/25/23, they indicated the new bridge should accommodate a future triple track and a 30' vertical clearance. At this time these are not seen as major impacts to the project.*
- *Coordination of work activities over the track will be critical do to the high volume of usage.*
- *BNSF did not anticipate long review periods given their current workload, they indicated that they had adequate capacity to support the coordination needed on this project.*

GEOTECHNICAL

- *The two Oregon on land borings were completed on Feb 6th and the report is being developed. Cultural Resource monitoring was done and no cultural resources were found.*
- *Coordination with the tribes will work through ODOT but it is likely the PORT will be asked to fund the tribal monitoring costs.*

SURVEY

- *A sub-schedule for survey activities has been developed and attached. The activities will include development of a base map, verifying and setting control points, identification and mapping of exiting utilities, identification of jurisdictional ownership lines for ODOT, WSDOT and local agencies, location and mapping of Geotechnical Borings.*
- *Completed mapping checks on Oregon side of bridge*
- *Completed monument search on Oregon side of bridge*
- *Completed records research in Oregon*

RIGHT OF WAY

- *Coordination has begun with WSDOT and ODOT to define the jurisdictional limits for both agencies.*
- *Our right of way team is coordinating with the two property owners in Washington that will need to provide Right of Entry for the geotechnical borings. The two owners are a private owner and Klickitat County. We have received the ROE letters from both.*
- *The SDEIS preferred alternative does indicate a potential whole take of the private landowner and we will need to coordinate with the BSWG and PORT on when to move forward with discussion with the landowner on this action.*

PERMITTING

- **SHPO Permit for Upland Work in Oregon** – This permit was issued on 1/19/23. CTOGR included some standard stipulations in their permit comments. The Oregon UPLAND boring work can proceed and is scheduled for next week.
- **USACE Permit** – USACE issued a provisional permit in late December. They will finalize the permit once DEQ provides the 401 C water quality certification. All SHPO/tribal coordination for the in-water and WA. borings has been completed by USACE.
- **DEQ Permit** – The permit application was submitted to DEQ on 1/13/23. Expect DEQ to issue the 401 C in the next 2-3 months. As noted above, once DEQ issues their permit USACE will issued their final permit verification. USACE is just waiting on DEQ.
- **DSL Short Term Access Agreement** – This approval was issued in September 2022.
- **DSL No Permit Needed Letter** – This letter was issued January 18, 2023 confirming the work does not require a DSL Removal-Fill Permit.
- **WDFW Hydraulic Permit Approval** – The original HPA was modified with new project information and schedule on January 11th. The HPA includes several standard BMPs and notification requirements. Notification must be made at least three days prior to in-water work on WA. side.
- **City of White Salmon SEPA and SMP Exemption Letter** – The final letter from City confirming geotech work is exempt from SEPA and SMP was issued on January 23, 2023.
- **WDNR Aquatic Lands ROE Permit** – We received the requisite signatures from Klickitat Co. and Shin Jin Ko on February 2, 2023. We will submit the application (JARPA) to WDNR by COB February 3, 2023. Expect two months for DNR to issues the ROE permit.
- **NMFS Slopes V Compliance** - The USACE has determined that the work as proposed will result in No Effect on listed fish based on the standard BMPs to be included (SLOPES V BMPs) and the short duration, confined nature of the work. We were able to avoid getting NMFS involved.

When USACE issues the verification, it will also include the necessary ESA/NMFS compliance. The provisional verification discusses this and application of SLOPES V. So this task/compliance need will get completed when USACE issues the permit (without NMFS involvement), which will happen once the DEQ permit lands.

- All permits are in hand except for the three approvals highlighted above. The DEQ permit application was submitted to DEQ on 1/13/23 after they issue their permit USACE will immediately take the “provisional” moniker off of the provisional verification. Once submitted WDNR should be able to turn around the permit within two months. There is a \$25 fee for this permit.

FINAL EIS/RECORD OF DECISION

- *Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisId=314171>*
- *Multiple meetings have been held with ODOT and FHWA and commitments have been made from leadership in ODOT and FHWA NW Region that this project is a priority.*
- *Recurring meetings have been set up and comment tracking system to help manage the process through completion.*

Commission Memo



Prepared by: John Mann
Date: February 21, 2023
Re: Bridge Load Rating Discussion

On March 3, 2021, ODOT imposed a lowered load rating on the bridge because of a directive by FHWA requiring all states to evaluate the structural capacity of all bridges to carry Specialized Hauling Vehicles (single-unit trucks with closely spaced, multiple axles) and other load factors. The new load limits were posted at 24 tons for Type 3 vehicles, 32 tons for Type 3S2 and Type 3-3, 22 tons for the SU4, 24 tons for the SU5, and 25 tons for the SU6 and SU7 vehicles.

On February 16, 2021, the Commission approved Task Order No. 11 to carry out several initial engineering tasks to determine the feasibility of reinforcing the Bridge to restore the 80,000 lb. weight limit. At its August 24, 2021 meeting, the Commission approved Amendment 2 to the task order for specific live-load testing steps and engineering analysis to clarify the specific areas where structural reinforcement will be required to restore the prior weight limit and which areas already meet capacity thresholds.

A structural bracing project was completed by Port Facilities crews to strengthen an area on the south end of the bridge. HDR performed a supplemental load study, and the results justified restoring the load limits to the weights shown below in blue.

Legal Vehicles	Unrestricted Weight	Current Posted Weight Limit	Proposed Posted Weight Limit
Type 3	25 tons	24 tons	25 tons
Type 3S2	40 tons	32 tons	40 tons
Type 3-3	40 tons	32 tons	40 tons
SU4	27 tons	22 tons	27 tons
SU5	31 tons	24 tons	31 tons
SU6	34.75 tons	25 tons	34 tons
SU7	38.75 tons	25 tons	38 tons
EV2	28.75 tons	26 tons	28 tons
EV3	43 tons	25 tons	29 tons

Mark Libby of HDR will attend tonight's meeting to provide background on the work performed to secure ODOT approval to reinstate the load limits.

RECOMMENDATION: Informational.

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Oregon

Tina Kotek, Governor

Department of Transportation

Bridge Engineering Section

4040 Fairview Industrial Dr. SE, MS #4

Salem, OR 97302-1142

Phone: (503) 986-4200

Fax: (503) 986-3407

February 17, 2023

Kevin Greenwood
Executive Director
Port of Hood River
1000 E Port Marina Drive
Hood River, Oregon 97031

**SUBJECT: Load Restriction Recommendation
Columbia River, Hwy 2 Conn (White Salmon)
Bridge Number 06645**

Recommendation

The load rating was updated to reflect the recent load testing and refined analysis. Based on the results of the updated load rating, we recommend the bridge be posted at 29 tons for the EV3 vehicle.

Posting Responsibility

ODOT recommends this bridge be posted for load. It is ultimately the owner's responsibility to have the structure posted. Replace the existing more restrictive Emergency Vehicle posting signs with the correct signs at your earliest convenience. The posting signs shall be similar to the figure as shown on the last page of this letter. In addition to placing posting signs at each end of the bridge, signs shall be placed at approach road intersections or other points where prohibited vehicles can detour or turn around.

To assist us in complying with the National Bridge Inspection Standards, please email digital images of the posting signs to Nam Bui to verify that the posting complies with ODOT recommendations and FHWA requirements.

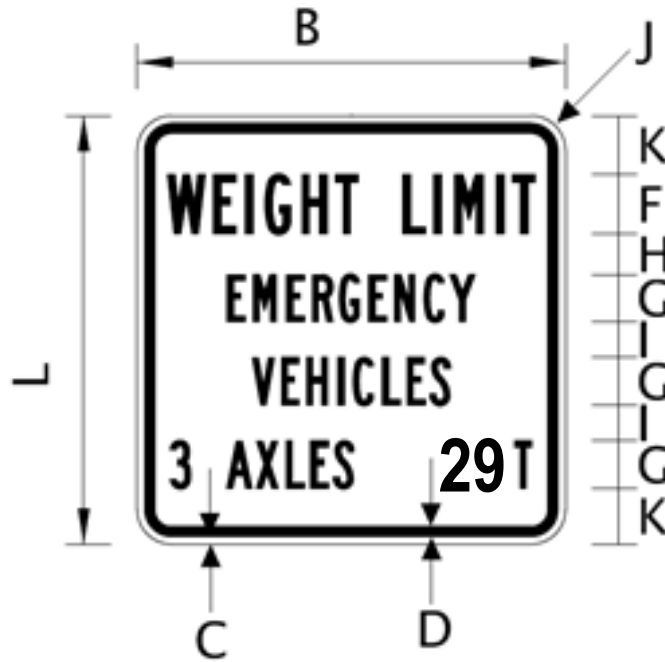
Contact Nam Bui, Local Agency Load Rating Engineer at (503) 302-7395 or e-mail Nam.N.Bui@odot.oregon.gov, for any questions on these issues.

Sincerely,

Ray Bottenberg, P.E., S.E.
State Bridge Engineer

Cc: Joel Boothe, State Bridge Operations Engineer
Bert Hartman, State Bridge Program & Standards Engineer
Zach Beget, State Bridge Design Engineer
Rich King, Local Agency Bridge Inspection Engineer
Tim Rogers, FHWA Oregon Division Bridge Engineer
Holly Winston, Senior Local Bridge Standards Engineer
Will Ewing, District 2C Manager
Paul Scarlett, Area 2 Metro East Manager
Shawn Oliphant, Bridge Maintenance Supervisor
Theodore Miller, Region 1 Maintenance & Operations Manager
Kevin Glenn, Communications Director
Kathryn Van Hecke, US Forest Service Regional Structures Engineer
Rene Renteria, OR/WA BLM Bridge Program Manager
Paul Tichenor, Data Management Specialist
John Milcarek, Load Rating Engineer
Jon Rooper, Senior Load Rating Engineer
Nam Bui, Local Agency Load Rating Engineer
Mike Goff, Senior Bridge Inspector
David Babb, Over-Dimension Manager
Charlie Hutto, Over-Dimension Permit Coordinator
Yvonne Wolf, Over-Dimension Program Specialist
Mark Gaines, Washington DOT, State Bridge and Structures Engineer
Evan Grimm, Washington DOT, Bridge Preservation Engineer

**Weight Limit Sign from 2023 ODOT Sign Policy and Guidelines
Figure 38, Page 64**



Sign No. OR12-5h

Sign OR12-5h (WEIGHT LIMIT REDUCED FOR EMERGENCY VEHICLES ONLY) Dimensions (inches)

Sign Size	A	B	C	D	E	F	G	H	I	J	K	L
Minimum	42	36	0.625	0.875	4.3	5B	4B	3.4	3	2.25	4.8	36

Bridge Posting Requirements for Specialized Hauling Vehicles (SHVs)

Specialized Hauling Vehicles (SHVs) are legal vehicles with legal axle weights that meet the Federal Bridge Formula (Formula B) equation for maximum axle group weight and represent short wheel based vehicles with multiple drop axles (such as modern concrete and dump trucks). These vehicles are commonly used in the construction, waste management, bulk cargo and commodities hauling industries. These vehicles consist of moveable axles that raise or lower as needed for weight, and result in higher loads concentrated over shorter distance.

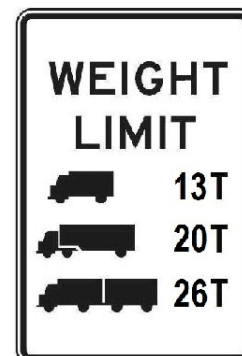
Since the 1975 adoption of the American Association of State Highway and Transportation Officials (AASHTO) family of three legal loads, the trucking industry has introduced specialized single-unit trucks with closely spaced multiple axles that make it possible for these short-wheelbase trucks to carry the maximum load of up to 80,000 lbs and still meet the “Formula B” equation. The AASHTO family of three legal loads selected at the time to closely match the Formula B in the short, medium, and long truck length ranges do not represent these newer axle configurations. These SHV trucks cause force effects in bridges that exceed the stresses induced by the Type 3, Type 3S2, or Type 3-3 legal vehicles by over 50 percent in certain cases. The shorter bridge spans are most sensitive to the newer SHV axle configurations.

The Federal Highway Administration (FHWA) sent a memo to all states on November 15, 2013 requiring every state to post bridges for SHVs that do not pass a load rating analysis for these vehicles, in addition to the current standard legal vehicles.

Routine Commercial Traffic Truck Models

To understand how the SHVs differ from the current standard legal vehicles, it is necessary to know what the standard legal vehicles are. The AASHTO legal vehicles, designated as Type 3, Type 3S2, and Type 3-3 are sufficiently representative of routine average truck configurations in use today, and are used as vehicle models for load rating. When a load rating shows that a bridge does not have sufficient capacity for any one of these standard legal vehicles, the bridge must be posted for load.

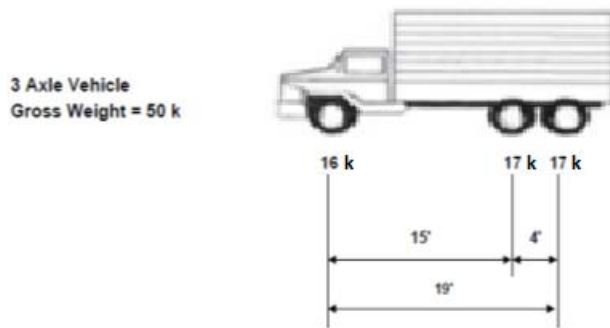
When a bridge needs to be posted for less than legal loads, Oregon uses a single weight-limit sign or a three-vehicle combination sign that conforms to FHWA’s *Manual on Uniform Traffic Control Devices* (MUTCD). Some truck operators make the mistake to try and count the number of axles/wheels shown on the silhouettes in the posting sign to determine which one controls for their vehicle. The



reason that is a mistake is that the top silhouette represents all single-unit legal vehicles; regardless of the number of axles/wheels they may have. Likewise, the middle silhouette represents all semi-tractor and trailer legal vehicles; regardless of the number of axles/wheels they may have. And the bottom silhouette represents double combination vehicles of either a single-unit vehicle or a semi-tractor and trailer towing a loaded trailer. In general, the silhouettes on the three-vehicle combination sign represent the Type 3, Type 3S2, and Type 3-3 Legal Vehicles that are used in bridge load ratings and load postings.

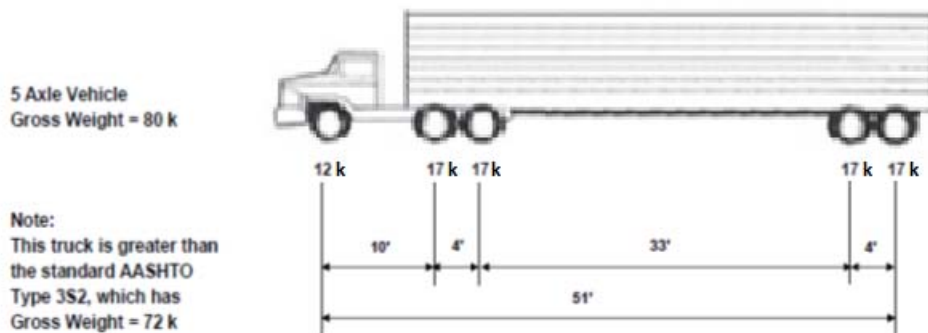
Type 3 Legal Truck

The Type 3 legal vehicle is a three axle single-unit vehicle with a gross vehicle weight of 50,000 LBS (25 tons).



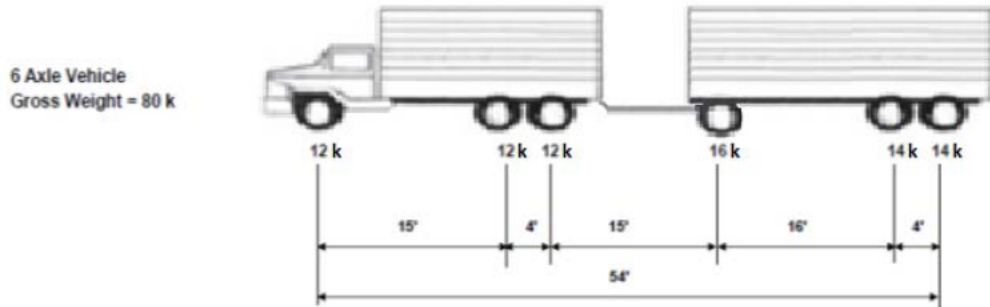
Type 3S2 Legal Truck

The Oregon Type 3S2 legal vehicle is a five axle semi-tractor and trailer combination with a gross vehicle weight of 80,000 LBS (40 tons). This Oregon vehicle model is heavier than the 72,000 LBS (36 tons) national Type 3S2 vehicle model.



Type 3-3 Legal Truck

The Type 3-3 legal vehicle is a six axle combination of a single-unit vehicle pulling a loaded trailer with a gross vehicle weight of 80,000 LBS (40 tons).

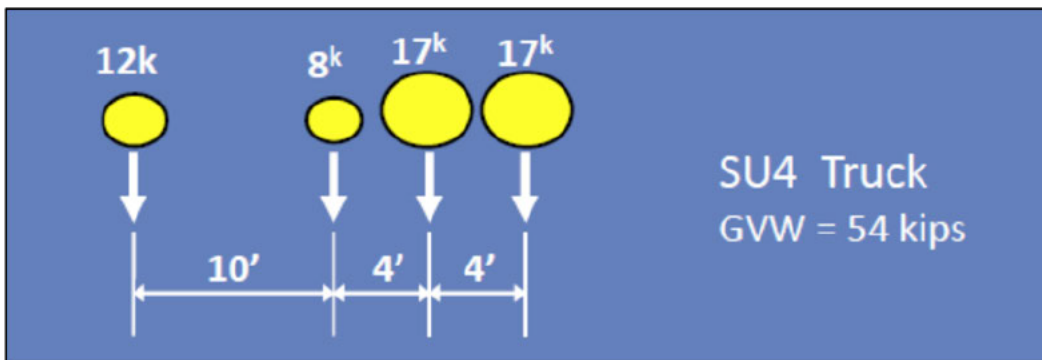


Specialized Hauling Vehicle (SHV) Models

Four Specialized Hauling Vehicle models were adopted by AASHTO in 2005 to represent new trucks that comply with Formula B and meet all Federal weight regulations.

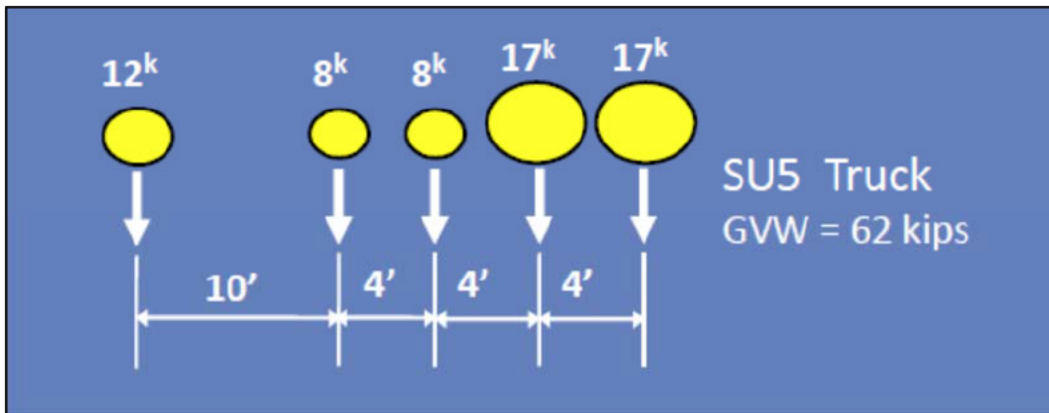
SU4 Legal Truck

The first SHV model is the SU4, which is a four axle vehicle with a gross vehicle weight of 54,000 LBS (27 tons).



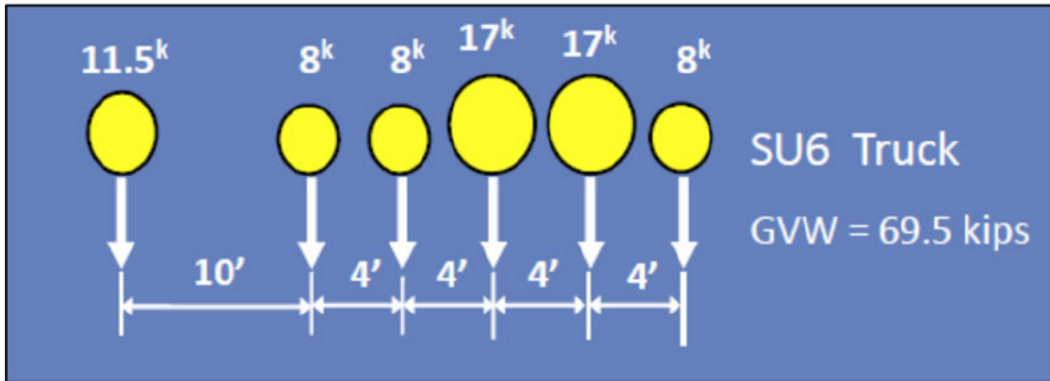
SU5 Legal Truck

The second SHV model is the SU5, which is a five axle vehicle with a gross vehicle weight of 62,000 LBS (31 tons).



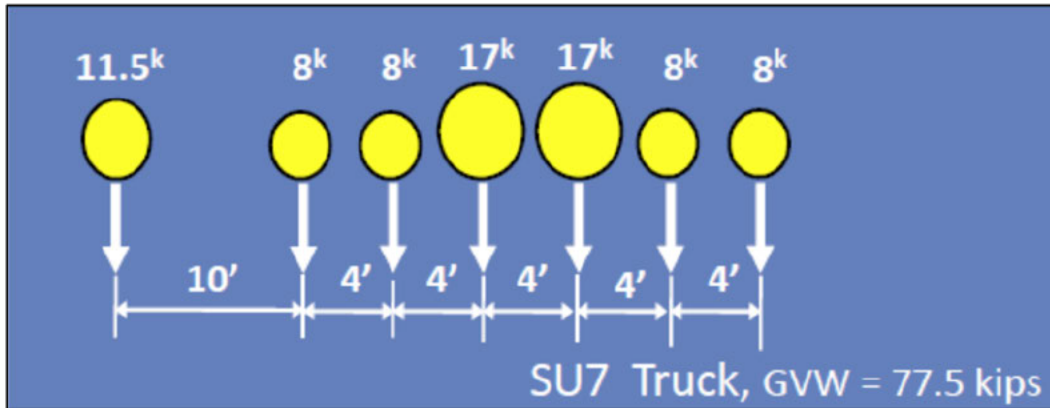
SU6 Legal Truck

The third SHV model is the SU6, which is a six axle vehicle with a gross vehicle weight of 69,500 LBS (34.75 tons).



SU7 Legal Truck

The fourth SHV model is the SU7, which is a seven axle vehicle with a gross vehicle weight of 77,500 LBS (38.75 tons).



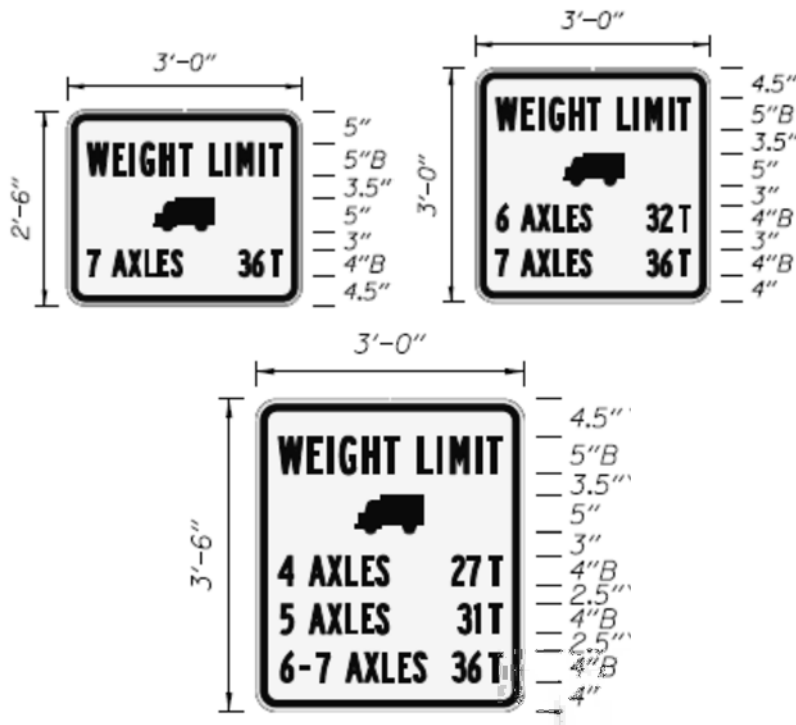
Bridge Load Posting for SHVs

When a load rating shows that a bridge does not have sufficient capacity for any one of the four Specialized Hauling Vehicle models, the bridge must be posted

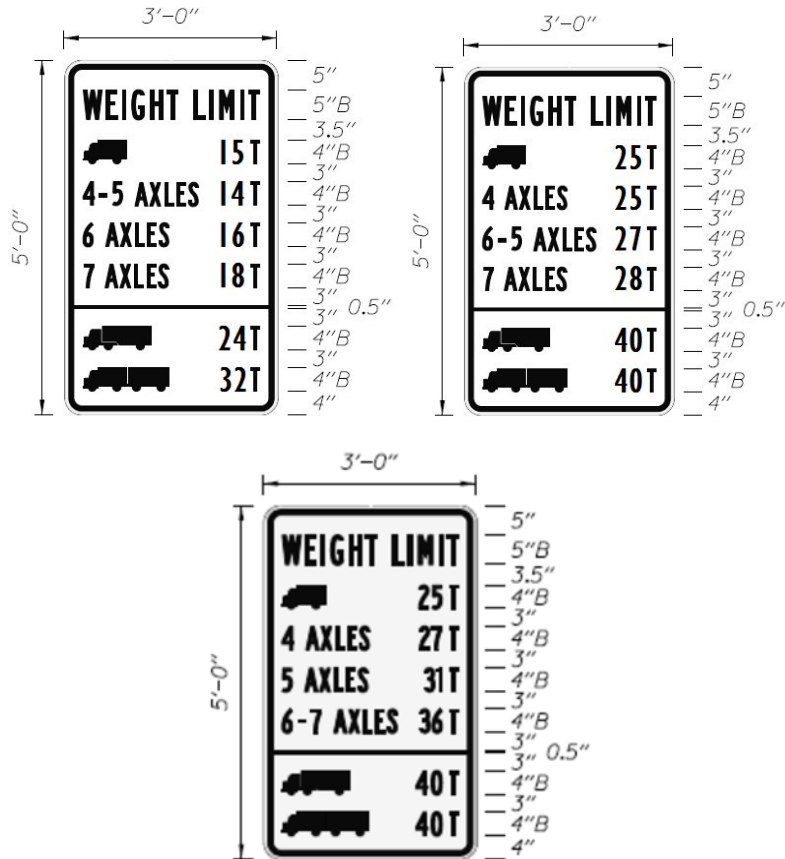
for load. Posting signs must conform to the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD only has one sign (R12-5) that has silhouettes of trucks for load posting; which are for the three standard legal vehicles. The MUTCD does not allow any other silhouettes of trucks to be used on signs, so there will be no new silhouettes depicting the SHVs on a posting sign. Plus, there is a safety issue of having truck drivers attempting to count the number of axles depicted on a sign while travelling at highway speeds.

The MUTCD does allow the language on posting signs to be modified to account for the posting of Specialized Hauling Vehicles. It is up to each state to determine the language to be used on the posting signs for SHVs. ODOT has designed three new posting signs that will be used under different scenarios when a bridge requires posting for SHVs.

Since SHV trucks can cause force effects in bridges that exceed the stresses induced by the Type 3, Type 3S2, or Type 3-3 legal vehicles by over 50 percent in certain cases, there is a possibility that a bridge has sufficient capacity for legal axle weights and 80,000 LBS GVW for routine commercial traffic, but does not have sufficient capacity for the different SHV configurations. Instead of penalizing all trucks from using the bridge, the following posting sign was developed to restrict only multi-axle single unit vehicles to a lower gross vehicle weight. The posted weight for each single unit vehicle will be determined on a case-by-case basis for the safe load capacity of the bridge. The following weight limit signs are designated as Sign Number OR12-5g from the ODOT Sign Policy and Guidelines, Chapter 3, page 3-112.



The second posting sign is to be used when both routine commercial traffic and SHVs are required to be posted for load. The following variations of the weight limit sign are designated as Sign Number OR12-5f from the ODOT Sign Policy and Guidelines, Chapter 3, page 3-111.



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Commission Memo



Prepared by: Kevin Greenwood
Date: February 21, 2023
Re: Single Lot Urban Renewal District Update

Elaine Howard (the Port's urban renewal consultant) and I presented to the Hood River Urban Renewal Agency (URA) on February 13th to discuss the concept of a single lot urban renewal district created to help reimburse costs related to the installation of infrastructure and recreational amenities.

The URA agreed to hold a special meeting on Monday, Feb. 27th to further discuss whether to recommend the formation of a single lot district to the City Council. Commissioner Chapman offered to have Port staff send documents related to the history of Lot 1 and the waterfront development to the URA. In addition, she mentioned that the Port Commission will discuss the matter and forward a white paper to the URA laying out it's vision/process for proceeding with Lot 1.

Based upon discussion on the next agenda item, staff will submit documents to the City in advance of the Feb. 27th URA meeting.

RECOMMENDATION: Discussion.

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**Hood River Urban Renewal Agency
February 13, 2023**



CONTEXT

- The Port of Hood River has requested the City consider assisting with the future development of Lot 1 and the associated public amenities through the use of urban renewal financing.
- The Port commissioned a feasibility study to look at potential options for the use of urban renewal.
- Timing was important due to reaching the maximum indebtedness of the Waterfront URA in 2023.

LOT 1
INFRASTRUCTURE
NEEDS AND
PUBLIC
IMPROVEMENT
PROJECTS



Street Improvements

1st Street Realignment \$2,736,143

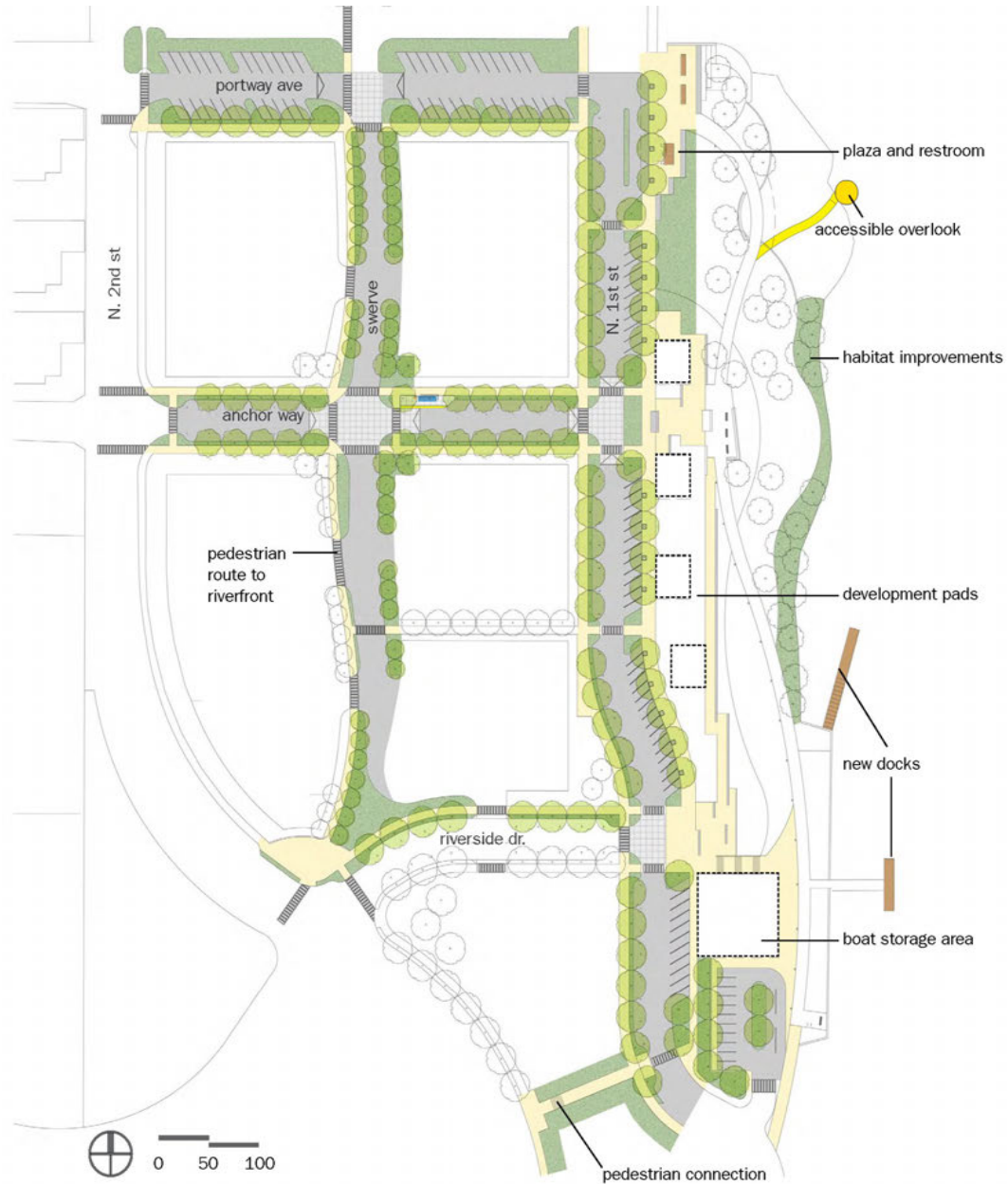
Anchor Way \$1,554,579

kpff Cost Estimates November 2021



1ST STREET AND ANCHOR WAY
From Riverside Drive to Portway Avenue

Public Amenity Improvements



POTENTIAL PUBLIC PROJECTS - Walker Macy Study 2019

Boat storage area

Riverside plaza

Overpass connection

Accessible overlook

Riparian Edge Restoration

Boat dock extension

Small craft launch dock

South end connection to Nichols Park

Transit stop

North Plaza

Anchor Way plaza

FINANCIAL FEASIBILITY STUDY

Considerations	Single Property URD	Continuance of existing URD with limited boundary
Reduces acreage for West Side URD	YES – except 9 acres	Partially – but not until FYE 2027
Returns AV to taxing districts	YES – all of existing HR Waterfront URA	Partially – through revenue sharing and in full in FYE 2027
Provides funding source for further park enhancements or infrastructure	YES	YES
Supports economic development	YES	YES
Provides short term funding	NO – reimburses expenditures	YES
Provides longer term funding	YES	YES

CONSULTANT RECOMMENDATION

Terminate Existing District

- Terminating the District will result in an increase of approximately \$960,000 of funds to the taxing districts in FY 2024/25 when the maximum indebtedness is met.
- Terminating the existing District would return approximately 109 acres that could be used for other urban renewal districts in Hood River.
- No new projects would be undertaken in the existing Hood River Waterfront District.

The Port desires to fund projects costing \$1.7 million with a new URD.

A new URD could be established as soon as 2023. However, all property in the proposed boundary is currently owned by the Port and therefore tax exempt. If future uses are also tax exempt, there will be no increment.

The analysis assumes the URD would incur debt of \$1.9 million (increased for inflation) in FYE 2024 to fund capital projects in the area.

Once development occurs and taxes are paid, the Port would receive payments for 10 years to pay back the public infrastructure projects. (FYE 2030 to FYE 2039)

TIMING

- If the City decides a single property URA for Lot 1 (and maybe consider Lot 900) development and public amenities is desirable, the timing is dependent on when the Port will want to be able to start project activities.
- Either the City will need to terminate division of taxes for the Waterfront URA or Lot 1 must be removed from the current Waterfront URA in order to put it into a new URA.
- The City/Agency through urban renewal will not be able to reimburse the Port for activities already completed.

NEXT STEPS

Agency decides if they are interested in an urban renewal area to help fund improvements to Lot 1 and the public projects.

If the Agency is interested, discuss timing, project management and costs of preparing a new urban renewal plan with Port.

WATERFRONT DEVELOPMENT SUCCESS



\$5.75M
Investment



\$74.3M
additional assessed value

Formed in 2008 – expected to reach maximum indebtedness in FY 2022/2023

Commission Memo



Prepared by: Greg Hagbery
Date: February 21, 2023
Re: Lot 1 – Future Development Vision

For several decades, and with extensive public outreach, the Port has worked collaboratively with the City of Hood River, private developers, and the local community to transform the Hood River Waterfront into a vibrant neighborhood: an active, mixed-use, accessible waterfront for the enjoyment and benefit of residents and visitors alike. That effort has resulted in a mix of manufacturing, high technology, research and development, supportive retail and service uses. The waterfront district also has an active streetscape, waterfront parks, and pathways that provide enhanced public access to the Columbia River and its recreational opportunities.

Lot 1 represents the last, most visible and developable lot on the waterfront, and as such, provides a unique opportunity to further increase the benefit the waterfront provides to the community and economy at large. The Port has conducted numerous studies over time which all have produced future master plans that remained within the constraints of the current Light Industrial zoning. As the Hood River Waterfront and its importance to the local and regional community and economy has changed over time, so too has the Port's concept for the greatest use of Lot 1.

With the release of the RFP for an engineering design contract for the extension of Anchor Way and reconfiguration of N. First Street and potential for the Hood River Urban Renewal to establish a new single lot district, there is growing interest to firm up a vision for the development of Lot 1. The purpose of this topic is to provide the Commission the opportunity to discuss its vision for Lot 1, and if necessary, direct staff on next steps.

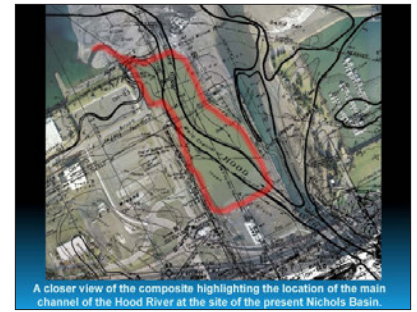
RECOMMENDATION: Discussion.

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AUGUST 2012: "A RIVER RAN THROUGH IT: NICHOLS BASIN AND THE PUBLIC USE DOCTRINE" REPORT

Susan Garrett Crowley

Examination of the navigable waters implications related to the public use of Nichols Basin. The report illustrated that navigable water has always run through Nichols Basin, and remains unaltered by human activity, beyond being "bracketed" by rip rap. Provided historical account of the flows of the Hood River and the Columbia River in the area.



FEBRUARY 2013: LOT 1 PRELIMINARY CONCEPT PLAN

Group Mackenzie
 Cost \$45,000

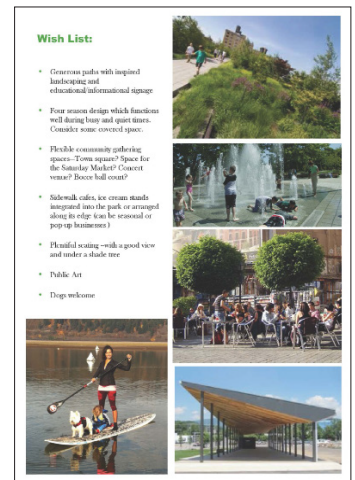
Prepared as part of the implementation of the 2007-08 Hood River Waterfront Development Strategy. Included evaluation and documentation of existing conditions on the site including utilities, easements, rights of way, and elevations; preparation of market analysis of light industrial market conditions, opportunities and constraints; identification of development objectives and issues; preparation of concept alternatives; finalization of concepts and preliminary cost estimates; identification and implementation of issues; and public outreach and input.



AUGUST 2013: LOT 1 AND NICHOLS BASIN DEVELOPMENT CONCEPTS

Hood River Valley Residents Committee

Citizens' committee report provided a natural and cultural history of Nichols Basin and the historic Hood River delta as well as a concept plan for the Basin and the southern sandbar. The report provided a specific "wish list" for the development of open space and recreational facilities in the area as well as "low impact development" of Lot 1. The committee provided specific recommendations related to efficient land use, mixed use, green infrastructure, procedures for public input, and future planning for maintenance and operations.



MARCH 2014: NICHOLS BASIN WEST EDGE TRAIL

Walker/Macy
 Cost: \$30,000

Refinements to the Nichols Basin West Edge Trail and open space design included considerations of vehicular access to the water's edge, integrity and usefulness of the old seawall, watercraft storage, a light watercraft center, connections to future upland development, habitat improvements, budget/phasing/permitting, and storm water run off and water quality. Subsequent phase included plans, specifications, and construction.



DECEMBER 2014: CITY OF HOOD RIVER WATERFRONT REFINEMENT PLAN

Hood River City Council
Cost \$70,000

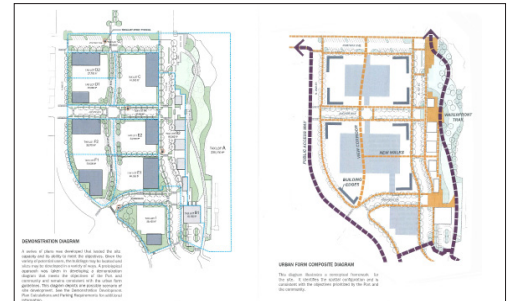
The purpose of the Waterfront Overlay Zone was to implement a design concept for the west side of the Nichols Basin in order to create an active recreational area with recreational facilities and some limited commercial development within the Light Industrial (LI) zone; establish urban design standards for new industrial and commercial development within the Overlay Zone [...] to ensure an attractive and pedestrian friendly character; and improve local access and visibility to and along the waterfront by protecting public access to the Waterfront Trail.



FEBRUARY 2016: LOT 1 DEVELOPMENT PLAN

Walker|Macy
Cost: \$55,000

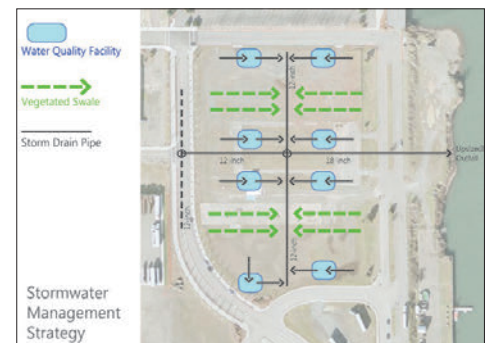
Established development objectives to: maximize long-term revenue; consider current market needs vs. future opportunities; adhere to the Port's financial policies; be consistent with articulated disposition policy; maintain design and development control; contribute to maintenance costs for public infrastructure; and leverage other resources and seek financial partners. The plan established a conceptual framework for the site, a subdivision plan, a phased utility concept plan, stormwater management concept plan, and a phased roadway improvement plan.



AUGUST 2016: LOT 1 STORMWATER TREATMENT PLAN

Andrew Porter, Port Engineering Intern

Building on the Walker|Macy concept proposal for on-site detention and treatment of stormwater runoff, this plan featured an examination and hydraulic modeling of the treatment alternatives proposed. Additionally, this plan explored the possibility of designing a festival street along N. 1st Street between Portway Ave. and the planned extension of Anchor Way.



OCTOBER 2017: HOOD RIVER WATERFRONT DEVELOPMENT FEASIBILITY ANALYSIS

Matt Craigie, ECONorthwest

In the Autumn of 2017, the Port asked ECONorthwest (ECO) to complete a real estate feasibility analysis for Walker Macy's development plan. The purpose of this memorandum is to report out the findings of our analysis. The key questions that guided our work were: 1) Is new development currently feasible at the Lot 1 Site? 2) How would a public investment in infrastructure influence development feasibility at Lot 1? and 3) How can the public sector encourage development on Lot 1 to go beyond the basic requirements of the zoning code so as to match the high quality of other existing buildings in the waterfront area and achieve the Port Commission's stated goals for future development? Findings indicate that development is only feasible (residual land values are only positive), in scenarios with either a public investment covering the cost of infrastructure and/or when development costs are low and rents are high. This finding is consistent for both flex and traditional industrial development.

SEPTEMBER 2018: LOT 1 INDUSTRIAL DEMAND ANALYSIS

Matthew Craigie, ECONorthwest

Industrial demand analysis to gauge the level of interest in future development of Lot 1, and to help understand the needs and desires of the types of businesses that would locate there. Key questions included: 1) What is the current and estimated near future level of demand for industrial properties in the Hood River market area? 2) Who are the businesses—either local or from outside of Hood River—that would appropriately fit the location, market, physical, and regulatory environment of Lot 1? 3) Including but not limited to infrastructure, what are the barriers, real or perceived, with pursuing industrial development in Hood River's waterfront area? 4) The waterfront is a unique industrial area; it draws a mix of commercial and industrial users, but also includes some popular retail spaces. There are also public recreational uses alongside the industrial uses. How does the Port support and promote this unique mix of users? And what do these users need from a building and site features standpoint to thrive? To answer these questions, EcoNW combined data from market sources, summaries of relevant and recent studies, and real-world insights from developers and business owners active in the Hood River market.

Combining input from regional industry data and trending and economic development effects, alongside the economic, regulatory, and cultural environment, we see a specific opportunity for Lot 1 to absorb industrial development in the following three sectors: food production and value-added agriculture, technology (excluding UAV associated businesses), and other industrial office users. Exhibit 20 provides an overview of these industry sectors and discusses their potential compatibility with Lot 1.

Eligible Land Use	Level of New to Market Demand	Building and Site Needs	Need for Commercial Space	Ability to Pay Premiums	Likelihood of Locating in Lot 1	
Technology Tech-enabled user companies, technology services and development, among others	Yes. Most technology companies are "growth" and "highly" dependent on business quality for industry zones areas.	Medium. Technology focused companies are highly dependent on business quality. Current growth is positive. An additional demand could occur.	These businesses seek high-quality spaces to attract talent and enhance their brand image. However, most Duplex parking will be required. Alternative (shared) modes, shared parking, and management plans may reduce parking demand.	Yes. These companies are not seeking food commercial space. They are not seeking commercial space.	Yes. These companies are able to pay premiums.	Depends on the company. These companies will locate at Lot 1 if the location satisfies their brand identity.
Food and Value-Added Agriculture (Manufacturing)	Yes. These are manufacturing companies.	Medium to High. This is one of the growing industrial sectors in Hood River Area.	Scale and type of building depend on the size of the production. Small quantities can fit in existing buildings. Larger quantities require larger, single-user facilities. Employee parking, truck parking, and outdoor storage are commonly needed. Cold storage and dock high doors are typically required.	Yes. Although it depends on the business, most manufacturing food companies cannot afford premium rents.	High. Suit is dependent on price and building suitability.	
Other Professional Services/Industrial Office Users	For the most part, companies in this category may not meet zoning requirements.	Professional and Business Services are one of the fastest growing industries.	These businesses are primarily office users. They can fit in many configurations. Capacity, single large floor plates are preferred.	Yes. Most companies are not seeking "low" level rents.	High. Lot 1 is an attractive location for these companies.	

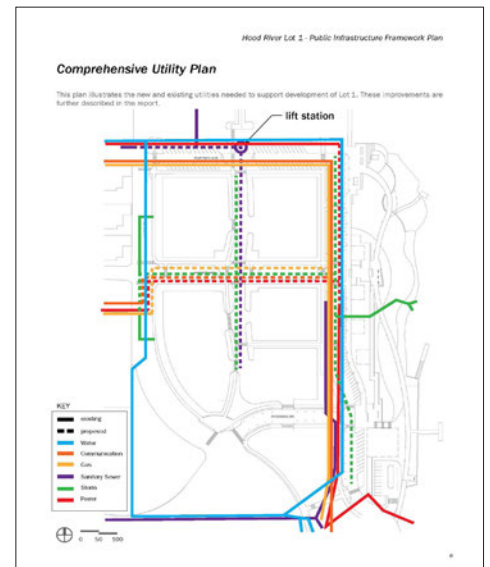
Source: ECONorthwest

ECONorthwest | Port of Hood River - Lot 1 Industrial Demand Assessment - Revised Draft | 28

JANUARY 2019: LOT 1 INFRASTRUCTURE FRAMEWORK PLAN

Walker|Macy

For Lot 1 to be viable for development, significant improvements are needed to roads and utility systems. In 2016, a collaborative effort between the Port, City, and the public resulted in preparation of a Long-Term Plan for Lot 1 which described the public goals, urban design principles, and overall concept for future development of Lot 1. The purpose of the current work is to summarize the public infrastructure required to achieve the full build-out of Lot 1 consistent with the 2014 Plan. It is also intended to provide key information for the URA to determine whether tax increment resources should be allocated to help finance the cost of needed public infrastructure.



PLANNING STUDIES PRE-2003

List of Hood River Waterfront planning studies 1975 - 2002

- | | | |
|----|--|-----------|
| 1. | Port of Hood River Columbia Waterfront Plan
<i>Stephen M. Burdick, Research Consultant</i> | May 1975 |
| 2. | Phase I - Hood River Waterfront Plan
<i>Benkendorf & Associates, Ltd. et al</i> | Dec. 1982 |
| 3. | Phase I - Hood River Waterfront Plan (adopted)
<i>Benkendorf & Associates, Ltd. et al</i> | Feb. 1983 |
| 4. | Hood River Waterfront Plan Phase II
<i>Benkendorf & Associates, Ltd. et al</i> | Feb. 1984 |
| 5. | Waterfront Plan Update
<i>The Benkendorf Associates Corp.</i> | July 1989 |
| 6. | Windsurfing Event Site Master Plan
<i>The Benkendorf Associates Corp.</i> | Nov. 1991 |
| 7. | Port of Hood River - Waterfront Master Plan (Draft)
<i>The Benkendorf Associates Corp.</i> | Nov. 1992 |
| 8. | Hood River Development (T.I.A.)
<i>Kittelson & Associates, Inc.</i> | May 1997 |
| 9. | Port of Hood River - Waterfront Action Plan
<i>Waterfront Land Use Real Estate Development Oregon Investment Board Report</i> | Feb. 2002 |



Executive Director's Report
February 21, 2023

ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR

- *Staff has been working with the HNTB team to develop a potential timeline and meeting schedule for a potential toll increase should the Commission choose to move forward with one in the coming year. Port Governance policy and Oregon state law allow for resolutions authorizing new fees and charges to be passed at a single meeting, "...unless the President determines a second reading at the next Commission meeting is required due to the substantive nature of the resulting action(s)." I recommend that a second reading is warranted, so we should get direction from the President once a draft resolution is ready for passage.*
- *The Port has learned of the sale of long-time tenant Tofurky to Morinaga Nutritional Foods, Inc. through the news media. See article here: <https://www.supermarketperimeter.com/articles/9315-tofurkey-acquired-by-tofu-supplier>*
- *I met with Bobbie Brunoe, the new General Manager of the Warm Springs Tribe, on Feb. 10th. We discussed obtaining a letter of support for bridge replacement funding and their interest in the Wasco County property. A meeting with the Warm Springs Board of Trustees is being planned in March.*
- *County elections are now open for Port Commission filings for the May 16th Special Election. Persons wanting to file for candidacy have until March 16th at 5pm. The Hood River Rotary chapter has indicated that they will have a candidate forum in April or May.*
- *Genevieve and her colleagues at OneGorge are celebrating the success of their two "Gorgeous Nights in the Capitols" events this year in Olympia on February 7 and in Salem February 15. Both events were well attended and achieved their goals to foster new friendships with legislators and their staff while raising awareness of Gorge priorities. HNTB signed on as a sponsor for both events this year and the JLA team hosted a table for the bridge replacement project. Commissioner Fox attended the Olympia event, and Mike Shannon and I were able to attend both. Mike's bridge replacement report will provide updates on the legislative meetings that took place before the parties, as well as the hearing for SB 431 in Salem. Photos to right.*
- *Approved minutes from the December 15 meeting of the Airport Advisory Committee meeting are attached, along with the FBO Report for January.*



- *Ryan Klapprich, Facilities Supervisor, and I attended the Special Districts Association of Oregon (SDAO) conference Feb. 8-11 in Sunriver. Courses attended included Communications during Construction Projects, Understanding Financial Reports, Real Estate and Land Use, Advocating for Your Special District, and the Port Caucus meeting. Port Commissioners will be sent training modules for review as part of the district premium reduction program.*
- *Special Meeting scheduled for 4pm March 7th with the Bi State Working Group and Port Commission.*
- *Staff is working on a plan to remove the Port's 43 years of legal files from the offices of Jaques Sharp to properly retain or destroy the records according to OAR rules while also limiting time and expense to the greatest extent possible.*
- *Attached is MCEDD's annual summary of Enterprise Zone activities for our region for 2022.*

FINANCE – DEBBIE WAGAR-SMITH, FINANCE DIRECTOR

- *Finance Department staff has finished our work for the annual audit. We are now waiting on the final report from the auditor and will schedule the message to the governing body at the next regular session meeting after receipt.*
- *Genevieve, Debbie and Jana have begun work on several needed updates to the Port Employee Manual with the goal of providing the Personnel Committee and the Commission a draft update before the end of the year.*

RECREATION/MARINA – DARYL STAFFORD, WATERFRONT MANAGER

- *Marina-*
 - *The Marina Committee met on Tuesday, February 16th. Draft Minutes attached. The focus of the meeting was for actionable near-term items for the FY 2023/2024 and updating the Committee on the Bridge Replacement Project efforts with regard to how it will affect Marina planning.*
- *Events & Concessions-*
 - *Pacific Northwest Search and rescue performed a training session in Lot #1 on Saturday, February 18th in conjunction with the Sheriff's department. They set up stations to go over changing tires, repairs to vehicles, etc. while performing rescues adverse conditions.*
- *Waterfront-*
 - *The water levels on the Columbia are at record low numbers right now. This has given Port Facility staff an opportunity to test the ramp floats at the Marina. The Sandbar has changed quite a bit with the mouth of the Hood River switching*

directions for the majority of outflow clocking west instead of north. (See image below). Nichols has no channel at this time.



DEVELOPMENT/PROPERTY – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *Staff will be re-submitting a \$450,000 Congressional Discretionary Request in for the Anchor Way/First St. project.*
- *The RFP for the Anchor Way / 1ST street design services has been distributed through Oregon Buys network. The Oregon Buys network reaches several qualified professional firms. The closing date for submittals is March 29, 2023.*
- *The RFP for the Lower Mill Market Analysis has been distributed through Oregon Buys network. The closing date for submittals is March 10, 2023.*
- *The Business Oregon Grant Application to finance the Lower Mill Market Analysis has been submitted to Business Oregon for review.*
- *The Executive Director and Finance Director will continue the process of visiting every leased tenant space to meet the Lessees and tour each facility. This process will take several phases to accommodate schedules and tenant data base. Thus far the effort by administrative staff has been very well received. The next visit will be with Pfriem at the Halyard Building.*
- *Staff conducted a review of the submittals for the Janitorial Services Contract and has a recommendation for award that is an Action Item for tonight’s meeting.*

- *On Monday, February 6, 2023, staff was cc'd on an email from Pfriem to Chief Holste of the Hood River Police, informing him that a suspicious man had harassed evening staff near the back garbage areas on multiple occasions. A machete was also found in the same area. Chief Holste responded saying that he will increase patrols and requested Pfriem staff to call the police if the individual is seen again. Staff checked in with Rudy Kellner a few days later and he reported that they have been seeing an increase of patrols. The individual had not returned at the time of the conversation with Rudy.*

AIRPORT – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *Staff is working with Precision Approach Engineering (PAE) to verify possible locations for the relocation of the Automated Weather Observing System (AWOS) windsock. The system has several physical constraints such as distance, height, and line of sight. The relocation of the windsock was deemed necessary due to safety concerns.*
- *Oregon Department of Aviation has approved the COAR-2023-4S2-00032 Grant for AWOS Improvements: Construction.*
- *Staff is meeting with Mid-Columbia Economic Development District (MCEDD) to discuss the Solarize Hood River program to assess what grant programs may be available for the installation of solar panels on hangar roofs at the airport. A 2009 Sustainability Study conducted for the Port indicated that solar panels on just one t-hangar block roof could off-set all electrical costs at the Airport.*
- *The Airport Trenching Project in support of the new Fuel Farm broke ground on Wednesday 2/14/2023. Excavation contractor James Dean Construction estimates it will take three days to complete. Staff is coordinating with Pacific Power & Light and Spectrum Communications in tandem to ensure power and data lines are pulled and powered as soon as possible.*



- *Staff continues to work with Precision Approach Engineering (PAE) to submit historic data for the Disadvantaged Business Entity Program. This reporting had not been done for the past three projects funded by the FAA. The reporting is required to receive any future FAA funding.*

- *The AWOS telephone line was thought to have been repaired but it remains down. Century Link, who leases the line to Gorge.net has been scheduled to return to resolve the issue.*
- *Staff is scheduled to meet with Ecological Land Services, DSL and US Army Corps of Engineers at the Airport Wetlands to develop a refined Wetland Mitigation Plan that incorporates a new planting strategy that is resilient to invasive species on March 3rd.*

FACILITIES/BRIDGE REPORT – JOHN MANN, FACILITIES DIRECTOR

- *Notice to Mariners released for the Wire Rope Replacement project.*
- *Portway Strom Project; The contractor had an asphalt plant in Portland batch the correct mix for permanent paving rather than temp paving until spring. This project should be wrapped up and complete by 1/17/23 or 1/20/23.*
- *Hanel Mill; Port staff was able to open a trench to drain the water from the ungraded field at Hanel mill. This will allow the field to dry out more quickly in the spring which will allow the dig out and grading project to take place earlier in the spring this summer.*
- *Facilities Director Mann has been working on getting Lumen to complete the repair work on the bridge utilities. We have been working on this since November 2021 with very little progress made. We simply cant seem to get any traction. Facilities Director Mann will continue to stay on top of getting this completed for the safety of our staff and the public crossing the bridge.*
- *Port staff and HDR Engineering will be asking the board to approve going out to bid for the Underwater Concrete Repair project at the first March meeting.*
- *Wire Ropes Project: Notice to Mariners was sent out last week by the Coastguard.*
- *We are working on the possibility of an IGA with Hood River City Police or the county Sheriff Department to weigh which direction makes the most sense. The choices are, go out to add with an RFP for private security or to form an agreement with another agency for security.*
- *Dock/Ramp update: Facilities staff has corrected the design failures of the new OSMB dock at the public boat launch. Forming the ramps began last week. We will pour one side at a time so the ramp can stay operational at all times.*
- *We have a staff member out on medical leave at this time. With a position open we have not been able to fill we are working very shorthanded again.*

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February 7, 2023

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

Attn: Executive Director

As the Local Zone Manager for the Cascade Locks / Hood River Enterprise Zone, MCEDD is providing this annual summary of enterprise zone activity for the 2022 calendar year to each taxing district within this enterprise zone.

The following enterprise zone exemptions are currently in effect:

Business Name	1st Abatement Tax Year	Full time Jobs Existing / Created	Estimated Value of Investment	Years of Abatement	Location & Map & Tax Lot #
Native Cider, LLC	2019-2020	0/1	\$117,658	3	City of Cascade Locks 02N08E06500
Orbital UAV USA, LLC	2019-2020	0/12	\$6,550,000	5	City of Hood River 3N10E26CA02502
PFriem Brewing Company, LLC	2019-2020	31/5	\$6,250,000	3	Hood River 03N10E2500124
PFriem Brewing Company, LLC	2020-2021	29/4	\$4,100,000	3	Cascade Locks 02N 08E 0500 304
Cardinal IG Company	2023-2024	353/40	\$34,200,000	5	Hood River 18243 2N 1025B 1301, A2, 609046

For additional information on the Cascade Locks/Hood River Enterprise Zone program you may go on-line to www.mcedd.org/about/our-area/hood-river-county/hood-river-enterprise-zone. You are also encouraged to communicate directly with Mid-Columbia Economic Development District (MCEDD) should you have any questions. Please contact Ami Beaver at MCEDD at 541- 296-2266 x1004 or ami@mcedd.org.

The Cascade Locks / Hood River Enterprise Zone was originally designated on December 15, 1999, and is sponsored by the City of Cascade Locks, the City of Hood River and Hood River County. MCEDD is currently the local zone manager.

Please contact me if you have any questions or if you need to update contact information for your organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Ami Beaver". The signature is stylized and cursive.

Ami Beaver



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

MINUTES
AIRPORT ADVISORY COMMITTEE
Thursday, December 15, 2022

CALL TO ORDER / OPENING REMARKS

Present: See circulated attendance sheet.

Absent:

Staff:

APPROVAL OF PRIOR MEETING MINUTES

Minutes from 10/20/2022 approved

BUSINESS ARISING OUT OF PREVIOUS MEETING

No previous business was discussed.

ITEMS DISCUSSED

- Port staff has issued an RFP for an Excavation Contractor to trench, set conduit and new vaults for power and data for the new Fuel Tank.
- The security Cameras on the Airport as up and running. Port staff is working on getting the FBO camera feed on the Port website.
- Port staff confirmed that the FBO camera cannot see across the runway to private homes and poses no privacy issues.
- A Request for Developer Interest (RFDI) for the North Apron has been approved for issuance by the Port Commission.
- A temporary fence was placed around the North Apron to open up the parking area to the North for general public and airport users.
- Port staff apologized for not being able to have the Facility Director, John Mann attend the meeting as scheduled. The Port will look to have him attend the February 16th meeting.
- Several conceptual scenarios for T-Hangar and/or Box Hangar construction on the South Apron were distributed for discussion. The intention is to consider if constructing on the South Apron would speed up the timeline for new hangars.
- Port staff had hoped to have information from Solarize Hood River program to discuss but unfortunately no new information had been received.
- Vice Chair Tor Bieker offered a memo expressing displeasure with the hangar rate increases. Tor suggested cost cutting measures need to be increased rather than increasing hangar rates.



Port of
Hood River

Providing for the region's economic future.

ACTION ITEMS

- Staff will look to have the Port Facilities Director attend the next meeting for Ops/Maint discussion.

ADJOURNMENT

- Meeting adjourned at 5:45PM.

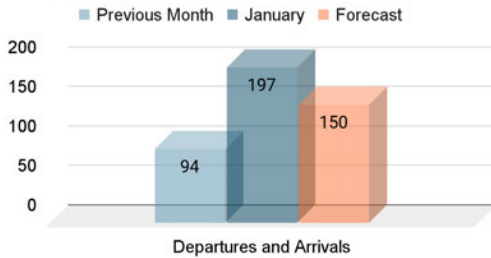
NEXT MEETING DATE

- Next AAC meeting will be held on Thursday the 16th of February.

Airport Activity:

January turned out to provide quite a few outstanding days for flying. Cold weather and clear conditions were seen throughout the month. 4S2 saw 197 flight operations in January. Expect a similar amount of flight operations in February.

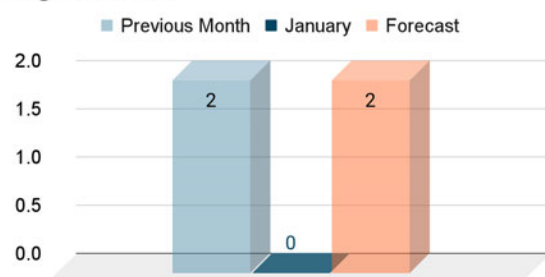
Aircraft Operations



Night Flights:

No night flights were conducted in January. Anticipate continued R&D flights throughout February as conditions permit. No large night events scheduled.

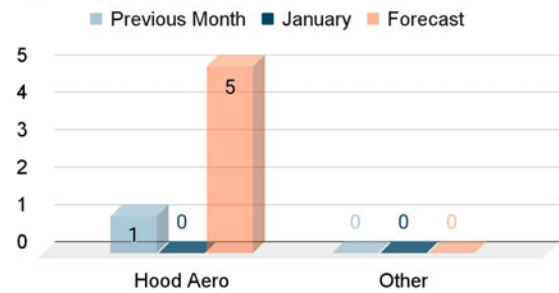
Night Events



Flight Training: No training flights were conducted or reported at 4S2 in January. Anticipate a few training events to take

place out of 4S2 in February.

Flight Training Events



Maintenance Activity:

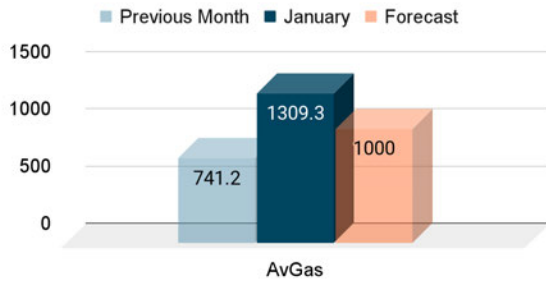
Hood River Maintenance is continuing to see an increase in local customer interest. In addition, Hood River has been able to alleviate some fleet workload from our Dallesport team. Anticipate an increase in local pilot interest for maintenance.

Maintenance Operations



Fuel Sales: Fuel sales in January were above what was predicted. This was due to the increase in flight operations as a result of favorable flying conditions.

Fuel Sales (Gallons)



Fuel Flowage Fees:

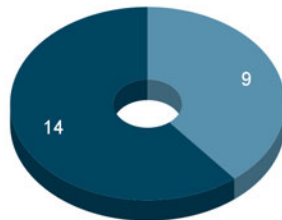
The new fuel tank has been placed at 4S2 and plumbed. Awaiting electrical hookups. When complete and online, the tank will be filled and flowage fees will begin.

Tie Down Activity:

- 23 total spots.
- 83% utilization for January averaged.
- \$70.00 collected in January.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs Long Term



Noise Feedback:

No noise complaints taken by the FBO in January.

Pilot Feedback:

No pilot feedback was supplied to the FBO in January.

Airport Surfaces:

	Condition	Notes.
Rwy 7/25	Good	
Grass Strip	Good	
N. Ramp	Good	
S. Ramp	Good	
S. Gravel	Good	
Taxiways	Good	

Facilities:

	Condition	Notes.
N. Hangars	Good	
S. Hangars	Good	
FBO	Minor	AWOS Phone Line Inop. Trouble Call in. Expect resolution in 1 week.
MX Hangar	Minor	Broken window, North side. Tennant will fix.
Ops Hangar	Good	
Collins Hangar	Good	
Blue Hangar	Good	

Lighting:

- No issues noted with airport

Other:

- No other issues noted.

MARINA ADVISORY COMMITTEE
Meeting Minutes
Thursday, Feb 16th, 2023
Location- Port Boardroom 8:30- 9:30 am

Present: *Port Commissioner: President Ben Sheppard*

Committee Members: Steve Tessmer, Steve Carlson, Josh Sceva, Ted Lohr

Port Staff Members: Waterfront Manager Daryl Stafford, Kevin Greenwood

Guest: Vicki Reed

Absent: None

1. Call to Order- 8:30am

a) Additions/Modifications to Agenda- none

2. Dock Walks:

a) Josh- A dock looks good, Shell dock is level but needs cleaning from bird poop.

b) Steve C.- B and rest of docks are good, pulled some cords from water.

c) Steve T.- Boathouse are good.

3. Staff Report- Waterfront Update: Daryl Stafford

Daryl welcomed the Committee stating that the focus of the meeting was for actionable items that could be considered for FY 2023/2024 budget cycle, and that long range future planning would be a discussion further down the road as we learn more about the bridge replacement.

a) [Timeline for Marina Basin Projects/Activities-](#)

i) Marina timeline Chart– Daryl presented the Committee with a chart of estimated dates for projects around the Marina, Exhibit “A”, requesting Committee feedback. The chart will get updated and be included in future meetings. The Committee had questions about the dates and Daryl said they were based off of the current bridge replacement timeline.

ii) The Bridge replacement timeline prepared by HNTB was included for reference.
<https://hoodriverbridge.org/>

b) [6F Marina Basin feasibility Study from HNTB-](#)

Daryl provided the Committee with a description of HNTB and their part in the Bridge replacement, describing an element of work they will be performing called “6:F Land and Water Conservation Fund study of the Marina Basin”. She said the study will help provide the Port and the Committee with information that will be critical for future planning and help identify areas where there might be opportunity for change and development. Kevin helped with the explanation of 6:F describing in short that property that was developed with 6:F grants as far back as the 1970’s may not be converted to other than public outdoor recreation uses without approval of the Secretary of the Interior. If approved, the substitution of other recreation properties of at least equal fair market value and equivalent usefulness and location is required.

He expounded on the explanation of 6:F and how it may determine future development around the Marina Basin.

c) [Bridge Replacement Project Update](#)

Kevin provided an overview of the bridge replacement project for pre-construction, during construction, and near completion and how it might affect the Marina. He said the Port office will most likely be the staging area for the project and that there may be an impact to the boat ramp and Marina tenants with intermittent closures for access.

d) [Marina Capital Improvement Project update- active](#)

Daryl gave an update of the capital projects from this FY 2022/2023

- i) Marina Basin and Guest Dock Web Cams are now live and will be on website soon. The Port's webmaster is currently working on this.
- ii) Boat ramp float replacement project due for completion 3/15/23. They are in the last phase of pouring the concrete.
- iii) Sheriff's Boathouse floatation replacement completed in September was a success. They no longer have issues with their boathouse sinking.

e) [Marina Committee wish list- actionable items](#)

Steve C. had suggested at a previous meeting that the Port keep an ongoing list of actionable items and long-term desires by the Committee that gets revisited on a regular basis and reprioritized as needed, Exhibit "B". Daryl presented a wish list to the Committee Wish and added the 2021-2025 Strategic Business plan (SBP) Marina excerpt for reference, along with the Committee's notes from the work session prior to the drafting of the SBP, Exhibit "C", and the excerpt for the 2021-2026 SBP, Exhibit "D".

Ted suggested that a defibrillator gets installed at the top of the moorage ramp or on the outside of the HRYC building.

Josh suggested Marina tenant parking only signs for the moorage parking lot, and that the Port unify with the City for parking regulations. He also commented that the Port could generate revenue if there was trailerable boat storage. Commissioner Sheppard responded that the Port is currently working on putting in an RV/Boat Storage facility at the Hanel property to help serve the needs of our community.

Daryl requested feedback from the Committee regarding parking passes for tenants. Ted suggested the Port incorporates it into the Breezeby or Event Site Passes. Conversation followed with historical background on what has worked before, and where the Port may go with the paid parking in the future.

Ted suggested that new tenants in the Marina pay a one-time additional fee upon becoming a tenant to help offset costs. This discussion turned to questions on rates that led Commissioner Sheppard to comment that as long as the demand was great (current wait list near 100) the prices would remain at fair market rates.

4. Discussion Items

a) [Marina Maintenance and Repairs FY 2023/2024](#)

Commissioner Sheppard reiterated the Commission's directive to Port Staff that all cost centers need to be self-sufficient and that Port properties that create a positive revenue stream such as the Marina, will need to help cover the areas that don't generate revenue, such as the parks. He said for now, that it is unlikely that any major capital projects will get approved by the Commission due to the effort to secure a new bridge.

Daryl commented that for the upcoming budget cycle she planned on requesting an earmark for \$40,000 for moorage dock repairs, starting work on C-North fingers that are in the worst shape. She said no improvements are planned for the South Basin dock due to unknown use of the area for bridge replacement. Steve C. thought the number might be low considering the amount of work that should be done.

Kevin commented that Port's new Finance Director is working on securing a new software program so that in the future the Port would have better reporting that will help the Committee when planning, and that depreciation and admin time would be accounted for in the future when looking at expenses.

b) [Ongoing list for Future Marina Improvements/Design- near bridge completion](#)

Daryl expressed to the Committee that no big/costly projects are going to happen until the bridge replacement project gets underway, but that the wish list will continue to get updated with the Committee's feedback.

Daryl mentioned that one of the Port's commissioners has strong feelings about expanding the cruise ship area out on the Jetty, and that in the future there may be more discussion on this topic, and it could possibly get added to the list.

c) [South Basin Dock Leases](#)

Daryl provided an overview of the designated South Basin dock usage for the upcoming season and let the Committee know that their previous recommendations for offering the seasonal lottery has been a success and that the Port plans to move forward with offering those spaces. Gorge Sailing Team (High School), Gorge Jr. Sailing Program and the HRYC will continue with leases for the dock space. Steve C. had questions on the rates, Daryl said she provided all Port Waterfront rates in his packet.

d) [Boathouse Lease 5-year notification/phase out](#)

Daryl referenced the Commission Directives for non-renewal of the boathouse leases, phase out and removal of the boathouses and mentioned that Port staff is willing to host a roundtable meeting with Port staff and the tenants to discuss the transition to phase out when the boathouse tenants are ready, or to meet with them individually if they prefer. Steve responded that the tenants were not ready for that at this time but would like to have a meeting to discuss boathouses remaining after the current

lease terminates. Commissioner Sheppard confirmed the directives to Port staff that the discussion was for phase out only.

Steve T. requested that the Port conduct a study of the cost benefit analysis of the boathouses remaining versus redevelopment of the space because further down the road there may be new Commissioners with different sentiment that would want that information. Daryl responded that no studies would get scheduled unless the Commission directs staff to do so.

e) Potential Uses for boathouse dock area

Daryl asked the Committee to start thinking about how they would like to see the boathouse dock area reconfigured for the future, and that discussions would happen with the Committee, Port Staff, Engineers, Marina stakeholders, and the public once the bridge project gets underway and when the timing is appropriate to start working on a Marina Basin Master plan.

5. Fuel Dock-

Daryl reported that the Best Western/Shell station has signed a contract to continue managing the fuel dock, however it has become increasingly difficult for them to provide the service due to staffing and asked the Committee how important they felt it was to continue with the service. She commented that the Port subsidizes the expenses for maintenance and repairs for the fuel pump and that Port staff have raised the question is it worth it? The Committee all felt the Port should continue to support having it and that not having it may open more doors for fuel spills in the Marina.

Public Comment/Discussion

The following Informational documents were provided to the Committee:

- a) Marina Financials FY 2021/2022- Does not include Depreciation and Administrative costs
- b) Assessment pay-off schedule
- c) Rates- Slip Rate Comps for moorage and boathouses
- d) Locals vs. Out of Area tenants- 165 have home in the Gorge area, 12 out of area
- e) Port Waterfront Fee Schedule

Exhibit "A" Marina Committee Meeting 2/16/23

Marina Basin Time Line- ESTIMATES 2/16/2023			
Port of Hood River			
TASK	ASSIGNED TO	START	END
6F Marina Basin Study	HNTB- Bridge Replacement Team	1/1/23	6/1/23
Boat Ramp Float project completion	DS	3/15/23	
Moorage Dock Repairs North C-Dock	DS	4/15/23	5/15/23
South Basin Dock Lease HRYC	TB	3/1/23	4/1/23
South Basin Dock Lease JR. Sailing	JM	3/1/23	4/1/23
Event Permit for Jr Sailing	DS	5/1/23	5/15/23
Event Permit for GST	DS	2/1/23	2/10/23
Possible Boathouse slip available	DS	4/1/23	
Reserve Dock Space for Regattas	DS	7/29/23	8/6/23
Boathouse Roundtable Discussion with BH tenants	DS	4/1/23	1/1/24
Boathouse Lease Expiration	Port Staff		12/31/26
Boathouse Removal	Port Staff	9/1/26	1/1/27
BH Dock- Planning	Marina Committee, Port Staff, Marina Manager, Consultant,	1/1/25	10/1/25
Boathouse dock permitting/ordering	Port Staff	1/1/26	7/1/26
Boathouse dock finger installation	Professional Diver/Dock repair	4/1/27	6/1/27
Bridge Replacement Funding/Permitting	KG	1/1/23	
BiState Bridge Authority takes partial ownership		7/1/23	
Bridge Engineering		10/1/23	10/1/25
Bridge Construction		1/1/26	12/1/35
Bridge Completion		1/1/36	

2/16/2023

Actionable Projects

1. Safety- More lifejackets at top of moorage ramp
2. Security Cameras- Will go live Spring 2023
3. Moorage Parking Lot- No Overnight Parking/ No Camping Signs
4. Fees- Look into feasibility of charging to park at boat ramp and other areas around Marina
5. Facilities and Amenities- improve tenant restroom
6. Communication/Wayfinding- Add Signage to entrance of Port area for the North Jetty Commercial Dock
7. Marina Rates- Consider revised Fee Schedule for locals and new tenants

Long term projects identified from the past MC Meetings

1. Dinghy Storage
2. Gangway to SB Dock
3. Move Sheriff's boat
4. Boat hoist
5. Moorage Buoys
6. Modular Floats- Jet floats, easy dock floats
7. Community building for events or clubs
8. Install one long moorage float added to A or B docks with internal piles that would let boats tie up next to the dock. Fingers could be added later. 8' wide by 200' long. 10 more boat spaces, 5 per side.
9. Dry Storage for trailerable boats
10. Extend boat launch ramp by adding pre-cast planks

Port of Hood River
Strategic Business Plan Excerpt
Marina Basin

Marina Committee Workshop Summary for SBP

May 11, 2021

Context: The Port manages a number of waterfront recreation sites that attract visitors from around the world and contribute to the quality of life in the community. A strategic assessment of these recreation sites prepared every five years as part of the Port’s Strategic Business Plan update. This excerpt related the Marina Basin will serve as the basis for decisions about future capital expenditures, policies, use regulations, and upland development.

Vision: The Marina Basin serves as a multi-use recreational site that is safe, functional, welcoming and attractive. It serves the needs of marina tenants, guest boaters and fosters opportunities for participation by local residents and groups, particularly youth programs.

Standards:

- Maintain the Marina as a safe and efficient facility and assure continued status as a certified “Clean Marina.”
- Efficiently manage the Marina wait list to ensure slips are leased in a timely manner.
- Maximize launch access for smaller size boats.
- Ensure compliance with proper maintenance standards for house boats.
- Prioritize local (Mid-Columbia Gorge) resident use and access.

Strategies:

- Continuously consider improvements to the Marina that meet market demand consistent with funding availability.
- Increase year-round activity and vitality in the Marina Basin.
- Seek ways to ensure the operation of the Marina is self-supporting through cash flow from slip lease income and Oregon State Marine Board (OSMB) funding.
- Monitor potential impacts of bridge replacement project and characterize mitigation needs for continued operation.

Actions:

- Collaborate with the OSMB to improve access ramps, docking facilities and the Guest Dock, and extend boat launch ramp paving.
- Collaborate with the Hood River Yacht Club and other user groups to increase public and private events and activities in the Marina, especially youth education and sailing programs.
- Evaluate the potential impacts of a future bridge replacement on launch ramp parking & access, and work to properly characterize mitigation needs. Evaluate market demand and

financial feasibility of expanding the number of Marina slips; explore development of local resident discounted rate.

- Seek reasonable opportunities to increase the use of the Marina Basin for small vessel sailing and non-motorized watercraft, special emphasis on youth programs.
- Prepare and implement a maintenance plan for docks and moorage facilities; conduct rigorous condition assessment of each dock.
- Work with the Marina ad-hoc committee to encourage greater input from moorage tenants on management and maintenance practices.
- Coordinate with Department of State Lands to address conflicting uses at Marina Beach, access to Sandbar.
- Study the feasibility, potential safety benefit, and cost to locate the Sheriff’s boat moorage to the Fuel Dock location, at least during summer season.
- Explore potential to develop a small boating center at either the S. Basin Docks or the NW corner of the Marina Basin with a roll down gravel launch, temporary seasonal float dock configuration.
- Conduct bathymetry study at Marina entrance area.
- Evaluate potential expansion and upland improvements to the South Basin for small boat storage and enhance launch access. Explore potential benefit of installation of a jib crane.
- Evaluate potential enhancements for observation areas, ADA water access, fishing platforms and other non-sailing uses of the Marina area.

Future Capital Projects

Year	Project	Estimated Cost	Potential Funding	Target
	Visitor Dock Rehabilitation	\$650,000	OSMB/POHR	2022
	Marina Basin Bathymetry Study	20,000	POHR	2022
	Expand HRYC Boat Storage Area	10,000	POHR/HRYC	2022
	Upgrade Existing and Expand South Basin Dock	\$550,000	POHR/Loan	2025
	A Dock Expansion	400,000	POHR/Loan	2024
	Yacht Club Building Improvements – Roll up door and observation deck.	65,000	HRYC/POHR	2022

	Small boat storage and launch and dock.	350,000	POHR/HRYC	?
	Covered Off-site Trailered Boat Storage facility	1,000,000	POHR/Loan	



4.4 Marina

Background

The Port began construction of the 22-acre Hood River Marina Basin (Marina) in 1968. Improvements and expansions occurred over the years based on demand and available funding. The Marina now has 173 boat slips and 11 boathouses, a transient dock, a fuel dock, a sea-plane dock, a boat ramp, a tour-boat dock, restrooms, parking, and office buildings. It has a long waiting list for slips. For more information about the Marina's history and amenities, see Appendix E and Appendix U.

In December 2007 the Port completed a Marina Basin Planning Study (Appendix U) to guide future development, system upgrades, and infrastructure improvements. In May 2021, the Marina Advisory Committee and Port Commissioners collaborated to draft a Strategic Business Plan Excerpt (Excerpt) for the Marina (Appendix V), which is a draft working document created to inform the actions to be included in this Strategic Business Plan. Note that there is some overlap the facilities, services, and actions in this section on Marina from those covered in the section on Waterfront Recreation: the boating facilities (mainly docks) at the Marina are surrounded by Marina Park and Marina Beach. This section (Marina) includes all elements referenced in the Excerpt. All other elements are addressed in the section on Waterfront Recreation.

The Hood River Marina will continue to be upgraded and expanded in the coming years

Actions

The vision for the Marina has changed little over the years. The Port wants it to be a multi-use recreational site that is safe, functional, welcoming, and attractive; it wants it to serve the needs of marina tenants, guest boaters, and local residents and groups, particularly youth programs. The Excerpt identifies the following goals, standards, strategies, and actions consistent with that vision::



*The South Basin Dock
will be upgraded and
expanded in 2024-25*

1. Maintain the Marina as a safe and efficient facility and assure continued status as a certified “Clean Marina.”

- M-1 Collaborate with the OSMB to improve access ramps, docking facilities and the Guest Dock, and extend boat launch ramp paving.
- M-2 Prepare and implement a maintenance plan for docks and moorage facilities; conduct rigorous condition assessment of each dock.
- M-3 Conduct bathymetry (water-depth) study at Marina entrance area
- M-4 Coordinate with Department of State Lands to address conflicting uses at Marina Beach, access to Sandbar
- M-5 Study the feasibility, potential safety benefit, and cost to locate the Sheriff’s boat moorage to the Fuel Dock location, at least during summer season.

2. Efficiently manage the Marina wait list to ensure slips are leased in a timely manner.

3. Maximize launch access for smaller size boats.

- M-6 Seek reasonable opportunities to increase the use of the Marina Basin for small vessel sailing and non-motorized watercraft, special emphasis on youth programs.
- M-7 Evaluate potential expansion and upland improvements to the South Basin for small boat storage and enhance launch access. Explore potential benefit of installation of a jib crane.
- M-8 Explore potential to develop a small boating center at either the S. Basin Docks or the NW corner of the Marina Basin with a roll down gravel launch, temporary seasonal float dock configuration

4. Ensure compliance with proper maintenance standards for boat houses.

- M-9 Work with the Marina ad-hoc committee to encourage greater input from moorage tenants on management and maintenance practices.

5. Prioritize local (Mid-Columbia Gorge) resident use and access.

- M-10 Explore development of local resident discounted rate.
- M-11 Collaborate with the Hood River Yacht Club and other user groups to increase public and private events and activities in the Marina, especially youth education and sailing programs.

6. Continuously consider improvements to the Marina that meet market demand consistent with funding availability.

M-12 Evaluate market demand and financial feasibility of expanding the number of Marina slips.

7. Increase year-round activity and vitality in the Marina Basin.

M-13 Evaluate potential enhancements for observation areas, ADA water access, fishing platforms and other non-sailing uses of the Marina area.

8. Seek ways to ensure the operation of the Marina is self-supporting through cash flow from slip lease income and Oregon State Marine Board (OSMB) funding.

M-12 Evaluate market demand and financial feasibility of expanding the number of Marina slips.

9. Monitor potential impacts of bridge replacement project and characterize mitigation needs for continued operation.

M-15 Evaluate the potential impacts of a future bridge replacement on launch ramp parking & access, and work to properly characterize mitigation needs.

Consistent with these actions, the Port intends to find funding to pursue the following capital projects related to the Marina:

Marina				
Project	Cost	Year	Funding	Priority
Construct Ramp Boarding Floats	350,000	2022	POHR/OSMB	1
Expand HRYC Boat Storage Area Fencing	\$10,000	2022	POHR/HRYC	2
Restore/Expand South Basin Dock	\$600,000	2025	POHR	3
Construct Dinghy launch Ramp & Dock	\$550,000	2025	POHR	3
Expand 'B' Dock	\$850,000	2026	POHR	3
Rehabilitate Existing Docks	\$400,000	2026	POHR	2
Construct Off-site Boat Storage facility	\$1,000,000	2027	POHR/Private	3
Rehabilitate Visitor Dock	\$650,000	2022	OSMB/POHR	3
Upgrade and Expand South Basin Dock	\$550,000	2025	POHR/Loan	2
Yacht Club Building Improvements	\$65,000	2025	HRYC/POHR	3



The fencing around the boat storage area for the Hood River Yacht Club will be expanded in 2022 and building improvements take place in 2025.

PORT OF HOOD RIVER
MARINA REVENUES AND EXPENDITURES

	Actuals						Budget		
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Operating Revenues									
Moorage - including subleases	\$ 157,356	\$ 175,341	\$ 185,313	\$ 194,337	220,547	228,752	\$ 243,594	\$ 263,454	\$ 268,700
Special Assessment	87,031	87,031	87,031	83,619	87,746	84,671	80,530	84,743	84,900
	244,387	262,372	272,344	277,956	308,293	313,423	324,124	348,197	353,600
Utility Service fee (Water, Garbage)		5,394	15,014	10,161	9,930	9,792	9,994	10,998	4,300
Electric Reimbursement	10,079	16,385	27,203	19,684	17,514	15,805	15,163	17,839	18,000
Miscellaneous	11,536	20,007	20,485	22,554	23,092	21,424	24,295	29,581	42,100
Grant	6,244	7,050	14,011	8,425	7,050	7,000	9,000	-	139,300
Operating Revenues	272,246	311,148	349,057	338,780	365,879	367,444	382,576	406,615	557,300
Operating Expenses									
Labor, taxes and burden	128,431	123,977	134,317	136,701	142,157	142,594	155,622	149,802	189,600
Electric, water and garbage	18,300	23,540	31,361	27,056	25,103	24,075	25,061	38,252	42,000
Insurance	14,681	15,053	12,709	7,473	5,888	6,865	7,398	7,992	7,800
Maintenance	15,371	19,729	28,789	29,505	46,196	28,451	10,403	19,297	25,000
Miscellaneous	15,287	12,158	11,121	11,658	15,630	10,635	19,316	15,096	18,000
Security/IT	5,491	3,547	5,115	4,699	5,377	6,879	5,991	4,095	7,000
Professional Services	10,131	11,764	5,675	8,566	7,290	6,330	18,401	3,903	25,000
Legal	5,298	2,551	2,369	2,080	3,740	2,306	725	8,100	5,000
Operating Expenses before 2010 FlexLease Debt	212,990	212,319	231,456	227,738	251,381	228,135	242,917	246,537	319,400
Debt Service - 2010 FlexLease	23,901	28,425	27,820	27,515	26,435	25,670	24,840	28,850	27,750
Debt Service - 2013 FlexLease	65,996	70,112	69,076	69,088	66,624	66,196	68,587	66,725	64,625
Operating Expenses before Capital Outlay	302,887	310,856	328,352	324,341	344,440	320,001	336,344	342,112	411,775
Net Cashflow before Capital Outlay	(30,641)	292	20,705	14,440	21,440	47,443	46,232	64,503	145,525
Capital Outlay	98,544	\$ 10,973	\$ 45,924	\$ 22,374	9,063	9,063	\$ 20,683	\$ 10,479	\$ 333,600

***This report does not include Depreciation or Administrative costs associated with the Marina

PORT OF HOOD RIVER
Reconciliation of Marina Assessment for Electrical and Dock Replacement

Cost by Category	Dock		Total Cost				
	Electrical	Replacement					
	\$ 577,640.26	\$ 247,866.40	\$ 825,506.66				
Total Costs Incurred			<u>\$ 825,506.66</u>				
Debt Issued	Principle		Interest		Debt Service		Balance
	\$ 770,000.00	\$ 253,363.63	\$ 1,023,363.63			\$ 1,023,363.63	
	Non-Boat House		Boat House				
	Tenants		Tenants				
2014	\$ 68,595.25	\$ 18,158.47	\$ 86,753.72			\$ 936,609.91	
2015	\$ 68,152.70	\$ 18,158.47	\$ 86,311.17			\$ 850,298.74	
2016	\$ 68,872.95	\$ 18,158.47	\$ 87,031.42			\$ 763,267.32	
2017	\$ 63,899.06	\$ 18,158.47	\$ 82,057.53			\$ 681,209.79	
2018	\$ 65,460.60	\$ 18,158.47	\$ 83,619.07			\$ 597,590.72	
2019	\$ 69,587.33	\$ 18,158.47	\$ 87,745.80			\$ 509,844.92	
2020	\$ 66,512.95	\$ 18,158.47	\$ 84,671.42			\$ 425,173.50	
2021	\$ 62,371.67	\$ 18,158.47	\$ 80,530.14			\$ 344,643.36	
2022	\$ 66,694.91	\$ 18,158.47	\$ 84,853.38			\$ 259,789.98	
2023	\$ 69,037.80	\$ 18,158.47	\$ 87,196.27			\$ 172,593.71	
2024	\$ 69,037.80		\$ 69,037.80			\$ 103,555.91	
2025	\$ 69,037.80		\$ 69,037.80			\$ 34,518.11	
2026	\$ 34,518.11		\$ 34,518.11			\$ -	
2027			\$ -			-	
2028						-	

Please Note: Boat House assessments were increased to payoff over a shorter time period, thus 2023 the last year.

MARINA BOATHOUSE SLIP FEE COMPARISON- 2022.10.20

MARINA BOATHOUSE SLIP RENTAL FEE SURVEY- Estimates based on averages to compare to the Hood River Marina rates.

	Marina Name	Location	Own or Rent	Average Yearly Slip Rent
	Tomahawk Island Marina	Columbia	Rented slip	\$14,400
	Island Cove Moorage	Columbia	Rented slip	\$13,200
1	Five Cedars	Columbia	Rented slip	\$12,000
2	Larson's Moorage	Multnomah Channel	Rented slip	\$12,000
3	Wayne's Moorage	Columbia	Rented slip	\$12,000
4	Big Eddy Marina	Columbia	Rented slip	\$9,600
5	Blue Frog Landing	Columbia	Rented slip	\$9,600
6	Bridgeton Harbor Moorage	Columbia	Rented slip	\$9,600
7	Buoy One	Columbia	Rented slip	\$9,600
8	Columbia Way West	Columbia	Rented slip	\$9,600
9	Ducks Moorage	Columbia	Rented slip	\$9,456
10	Wil-Jan Moorage	Columbia	Rented slip	\$9,456
11	Rocky Pointe Marina	Multnomah Channel	Rented slip	\$9,300
12	Suttle Road Moorage	Columbia	Rented slip	\$9,300
13	Kappler's Moorage	Columbia	Rented slip	\$9,000
14	Fred's Marina	Multnomah Channel	Rented slip	\$8,700
15	Wilert Moorage	Multnomah Channel	Rented slip	\$8,700
16	Columbia Crossings - Row 9	Columbia	Rented slip	\$8,400
17	Columbia Harbor - McCuddys	Columbia	Rented slip	\$8,400
18	Multnomah Yacht Harbor	Multnomah Channel	Rented slip	\$8,400
19	Wapato- rented slip	Multnomah Channel	Rented slip	\$8,316
20	Meiier's Marina	Columbia	Rented slip	\$8,100
21	Skyline (was Happy Rock)	Multnomah Channel	Rented slip	\$8,100
22	McCuddy's Big Oak Marina	Multnomah Channel	Rented slip	\$7,800
23	Scappoose Moorage	Multnomah Channel	Rented slip	\$7,800
24	Dillard's Moorage	Columbia - St. Helens	Rented slip	\$7,200
25	Harrison Moorage	Columbia	Rented slip	\$7,200
26	Mayfair Moorage	Multnomah Channel	Rented slip	\$7,200
27	Paradise Moorage	Multnomah Channel	Rented slip	\$7,200
28	St Helens Marina	Columbia - St. Helens	Rented slip	\$7,200
29	McCuddy's Landing	Multnomah Channel	Rented slip	\$7,056
30	Bridgeview Moorage- Slip rental	Multnomah Channel	Rented slip	\$6,300
31	Kurt's Moorage	Multnomah Channel	Rented slip	\$6,000
32	Lighthouse Moorage	Multnomah Channel	Rented slip	\$6,000
33	Sauvie Island Moorage	Multnomah Channel	Rented slip	\$5,856
34	Max's Moorage	Columbia - St. Helens	Rented slip	\$5,700
35	Hood River Marina- Boathouse Averages including Assessment	Columbia	Rented slip	\$3,824
	Marina Way	Multnomah Channel	Rented slip	\$3,600
	The Dalles Marina- boathouses not including sewer or electric	Columbia	Rented slip	\$1,861
Average Annual Slip Rent for Boathouses removing the 2 highest and 2 lowest rates				\$8,285

MARINA BOATHOUSE SLIP FEE COMPARISON- 2022.10.20

Boathouse Definitions:

1. Floating Homes- floating structures that are designed for living in.
2. Boathouse- floating structures that are designed primarily for housing boats.
3. Combos- Floating structures that house boats combined with living quarters. POHR boathouses are considered combos.

Port or Hood River Boathouses

- ❖ Hood River boathouses are considered Combos- structures that house boats and have living quarters. Tenants are allowed to stay overnight any 3 out of 7 consecutive days, but are not allowed to live in full time.
- ❖ The boathouses do not have running water and are not allowed to have any plumbing fixtures due to the DEQ laws that require a continuous sewage hook-up.
- ❖ When looking at comparisons all variables should be considered.

Marina boathouse HOA fee estimates for slips that are owned by the tenant

	Marina Name	Location	Own or Rent	Average Yearly HOA Fees
	Oregon Yacht Club	Willamette River	Owned slip	\$7,200
	Channel Island Moorage	Multnomah Channel	Owned slip	\$6,180
1	Captain's Moorage	Columbia	Owned slip	\$6,000
2	Macadam Bay Club	Willamette River	Owned slip	\$5,880
3	West Hayden Island Moorage	Columbia	Owned slip	\$5,280
4	Jantzen Beach Moorage	Columbia	Owned slip	\$4,800
5	Class Harbor	Columbia	Owned slip	\$4,500
6	Columbia Ridge Marina	Columbia	Owned slip	\$4,500
7	Bridgeview Moorage-Owned	Multnomah Channel	Owned slip	\$4,356
8	Portland Rowing Club	Willamette River	Owned slip	\$4,236
9	Wapato- owned slip	Multnomah Channel	Owned slip	\$4,104
10	Multnomah Channel Yacht Club	Multnomah Channel	Owned slip	\$3,936
11	River's Bend	Multnomah Channel	Owned slip	\$3,900
12	Tomahawk Island Moorage	Columbia	Owned slip	\$3,900
13	McGuire Point Marina	Columbia	Owned slip	\$3,840
14	Islands Moorage	Columbia	Owned slip	\$3,660
15	Bridgeton Moorage Association	Columbia	Owned slip	\$3,600
16	Lotus Bridge Marina	Columbia	Owned slip	\$3,600
17	Osprey	Columbia	Owned slip	\$3,600
	East Wind Moorage	Columbia	Owned slip	\$3,000
	Dikeside Moorage	Multnomah Channel	Owned slip	\$2,700
Average Annual HOA Fees removing the 2 highest and 2 lowest rates				\$4,335

2022 RATE COMPARISON FOR MARINA SLIPS ALONG THE COLUMBIA RIVER

MARINA SLIP SURVEY- The rates shown below are estimates based on averages for comparison to the HR Marina. The dollar amounts represent annual moorage fees and any other stated base fees, leasehold fees and taxes. Many have water, electric, and other assorted fees not included.

Several marinas do allow liveaboards for an additional fee. The HR does not allow full time liveaboards, however tenants are allowed to stay overnight any 3 days in a 7-day period. Several of the more expensive marinas offer amenities such as clubhouses, high speed internet, and full-service dockhands.

MARINA- Annual Rate up to 30'	MARINA- Annual Rate 40'	MARINA- Annual Rate 45'
Tidewater Cove- Vancouver WA	Salpare Bay Marina- Portland	Garibaldi Marina- Oregon Coast
Ipere Bay Marina- Portland	Big Eddy Marina- Portland	Hayden Bay Marina
Big Eddy Marina- Portland	McCuddy's Big Oak Multnomah Channel	Port of Camas
McCuddy's Ridgefield- Ridgefield WA	McCuddy's Hayden Island Marina- Portland	Port of Kalama
McCuddy's Steamboat Landing- Vancouver WA	Tidewater Cove- Vancouver WA	Port of Kennewick
St. Helens Marina	McCuddy's Steamboat Landing- Vancouver WA	The Dalles Marina- City of TD
McCuddy's Hayden Island Marina- Portland	Hayden Bay Marina	McCuddy's Big Oak Multnomah Channel
McCuddy's Marine Drive Marina- Portland	Tomahawk Bay Marina	McCuddy's Ridgefield- Ridgefield WA
Hayden Bay Marina	Port of St. Helens (Columbia County)	Salpare Bay Marina- Portland
Tomahawk Bay Marina	St. Helens Marina	McCuddy's Steamboat Landing- Vancouver WA
Columbia Way West	McCuddy's Marine Drive Marina- Portland	McCuddy's Hayden Island Marina- Portland
McCuddy's Landing Marina- Scappoose, OR	McCuddy's Ridgefield- Ridgefield WA	Big Eddy Marina- Portland
Port of Camas	Port of Camas	Tidewater Cove- Vancouver WA
Port of Kalama	Columbia Way West	McCuddy's Landing Marina- Scappoose, OR
Port of Hood River	McCuddy's Landing Marina- Scappoose, OR	McCuddy's Marine Drive Marina- Portland
Port of St. Helens (Columbia County)	Port of Hood River	Tomahawk Bay Marina
Port of Kennewick	Port of Kalama	Port of St. Helens (Columbia County)
Port of Brookings	Port of Kennewick	St. Helens Marina
Port of Dalles Marina- City of TD	Port of Brookings	Columbia Way West
Warrenton Marina- Astoria	Port of Astoria- West Mooring Basin	Port of Hood River
Port of Astoria- West Mooring Basin	The Dalles Marina- City of TD	Port of Brookings
Garibaldi Marina- Oregon Coast	Warrenton Marina- Astoria	Port of Astoria- West Mooring Basin
Siulaw- Florence, or	Siulaw- Florence, or	Siulaw- Florence, or
Walla Walla Yacht Club- Kennewick WA	Port of Cascade Locks	Warrenton Marina- Astoria
Port of Illwaco	Garibaldi Marina- Oregon Coast	Port of Cascade Locks
Port of Cascade Locks	Port of Illwaco	Port of Illwaco
Port of Arlington	Port of Arlington	Port of Arlington
McCuddy's Big Oak Multnomah Channel	Walla Walla Yacht Club- Kennewick WA	Walla Walla Yacht Club- Kennewick WA
Average moorage not including the 2 highest and lowest rates	Average moorage not including the 2 highest and lowest rates	Average moorage not including the 2 highest and lowest rates
\$2,031	\$2,737	\$3,295



**MARINA MOORAGE RATE SCHEDULE
EFFECTIVE JANUARY 1, 2023**

Payment Terms

Moorage available on annual basis only. Moorage agreement term is January 1st - December 31st. Statements are issued January 1st with payment due in full by March 1st.

A \$75 per month late fee will be applied to any unpaid balance after the due date of March 1st, 2023. Tenants who have not made full payment by April 1, 2023, will be considered in default.

Moorage Slip Fees: Dock fingers 30' or less, vessels 16-30 feet in length A,B, & C Docks

Annual Moorage Rates (including base utility fees) & Annual Assessment fee

- Moorage rate for slips 30' and under on A & B docks, and C Dock west facing: \$1,668 + \$443 assessment = *Total annual fee \$2,110*
- Moorage rate for slips 30' and under C-Dock East facing: \$1,876 + \$443 assessment = *Total annual fee \$2,318*

*Jet skis or personal watercrafts (PWCs) do not qualify as vessels for slips.

Moorage Slip Fees: End Slip & Dock fingers 35'-40' for vessels 30-43 feet in length C Dock

Annual Moorage Rates (including base utility fees) & Annual Assessment Fee

- Moorage rate for large vessels slip fingers 35'-40':
 - Vessel size 30'-35': \$2,028 + \$443 assessment = *Total annual fee \$2,470*
 - Vessel size over 35'-40': \$2,240 + \$443 assessment = *Total annual fee \$2,683*
 - Vessel size over 40'- 43': \$2,399 + \$443 assessment = *Total annual fee \$2,842*
- Moorage Rate for large vessels End Slip C-Dock North
 - Vessel size over 43'-65' or vessels with wide beam: \$3,240 + \$443 assessment = *Total annual fee \$3,683*

Floatplane Slip Fee South Basin Dock

Annual Moorage for Floatplane slip is from January 1st - December 31st: *Total annual fee \$1,487*

Boathouse Slips Fees Boathouse Dock

Annual Boathouse Moorage Rate (including base utility fees) & Annual Assessment fee

- Annual Rate: \$1.66/SQ FT/YR for slip footprint + \$120 base utility fee and \$1,651 Annual Assessment. *Total annual fee square footage of slip footprint + \$1,771*

Shell Dock Slips Racks 1-6**Slip #159 East C Dock**

Annual Shell Dock storage spaces rent from August 1st through July 31st, with payment due in full September 1st, 2023. *Total annual fee \$429.*

Seasonal Moorage Lottery**South Basin Dock**

Five (5) slips are available seasonally by lottery for boats under 20 feet in length for a six-month term. Seasonal Lottery advertised by the Port of Hood River in late March. Moorage Agreements are valid May 1 – November 1. *Total seasonal fee \$1,041 plus \$50 refundable key deposit.*

*Jet skis or personal watercrafts (PWCs) do not qualify as vessels for seasonal slips. Power is not available on the South Basin Dock.

Small Hand Launch Watercraft Storage on floats**South Basin Dock**

- Managed by the Hood River Yacht Club. <http://www.hoodriveryachtclub.org/>

Guest Dock Fees (not available for Floatplanes)**Boat Launch and Short Term Tie Up**

Length	Overnight Tie Up Fee
Under 20 feet	\$15
20-29 feet	\$25
30-39 feet	\$30
40-49 feet	\$35
50-59 feet	\$45

*4-day limit in a 10-day period for “trailerable” boats under 26’

*10-day limit in for “non-trailerable” boats over 26’ in a 30-day period

The Guest Dock is located at the boat ramp on the East side of the Marina and is available for overnight, short term moorage on a first come, first served basis for vessels under 60’. Power is not guaranteed so please plan accordingly. Our system was recently brought up to current Marina Electric Code and is a low threshold 30/50 amp and tends to not work for all vessels.

For Vessels 60’ and over please call ahead to check availability for our North Jetty Commercial Dock. Reservations are required.

For any questions you may contact the Marina Manager, Daryl Stafford, at 541-436-0797 or email waterfront@portofhoodriver.com

2023 Port Waterfront Rates & Fees	
Waterfront Concessions- 2023	Permit/ Rental Fee
Club CGWA- The Hook- Non-Profit 6 month term	\$ 1,500.00
Club- Outrigger Canoe Club- Nichols Basin- Non Profit 7 month	\$ 1,500.00
Lesson Rental Jet Ski Slip at the South Basin Dock- annual per ski	\$ 150.00
Lesson/Rental Event Site Upper Dock- Large- 6 month term	\$ 3,696.00
Lesson/Rental Event Site Upper Dock- Small- 6 month term	\$ 1,848.00
Lesson/Rental Nichols Basin- 6 month term	\$ 2,772.00
Lesson/Rental The Hook- 6 month term	\$ 2,772.00
Lesson/Rental The Spit- 6 month term	\$ 2,772.00
Lesson/School Event Site Lower Dock South end-Non-Profit small- 6 month term	\$ 1,500.00
Lesson/School Gorge Jr. Sailing- South Basin- Non-Profit annual term	\$ 1,500.00
Mobile Concession Guide Service- SUP Downwind Tours- 6 month term	\$ 150.00
Mobile Concession Pedicab- 6 month term	\$ 150.00
Sailboat Charter- Marina Commercial Dock- 6 month	\$ 1,650.00
Storage Marina Park Shed- annual	\$ 1,848.00
Storage Maritime Parking- monthly	\$ 100.00
Storage Nichols Basin Shed Winter-monthly	\$ 200.00
Storage The Spit Winter Shed Sublease Port pays vendor- 6 month term	\$ (250.00)
Storage The Spit Winter Shed Sublease- Sublessee pays Port- 6 month term	\$ 500.00
Marina- 2023	Moorage /Rental Fees
Cruise Ship- Marina Basin North Jetty Commercial Dock fee per stop	\$ 350.00
Cruise Ship- Marina Basin North Jetty Commercial Dock Shuttle docking fee per stop	\$ 200.00
Cruise Ship- Marina Outside Bollards Jetty Docking fee per stop	\$ 150.00
Cruise Ship- Marina Outside Bollards Jetty Maintenance fee- annual	\$ 6,000.00
Cruise Ship- Marina Outside Bollards Utility fee per stop	\$ 35.00
Guest Dock overnight at boat ramp 20-29'	\$ 25.00
Guest Dock overnight at boat ramp 30-39'	\$ 30.00
Guest Dock overnight at boat ramp 40-49'	\$ 35.00
Guest Dock overnight at boat ramp 50-59'	\$ 45.00
Guest Dock overnight at boat ramp under 20' per night	\$ 15.00
Guest North Jetty Commercial Dock Private vessel 60-74' per day	\$ 75.00
Guest North Jetty Commercial Dock Private vessel 75-100' per day	\$ 100.00
Guest North Jetty Commercial Dock Private vessel 100-150' per day	\$ 145.00
Hood River Yacht Club- clubhouse- monthly	\$ 679.00

Hood River Yacht Club- South Basin Dock lease- annual	\$ 3,000.00
Marina North Jetty Commercial Dock Private vessels 100-150' no power per night	\$ 100.00
Marina North Jetty Commercial Dock Private vessels 100-150' with power per night	\$ 130.00
Marina North Jetty Commercial Dock Private vessels 60-74' no power per night	\$ 60.00
Marina North Jetty Commercial Dock Private vessels 60-74' with power per night	\$ 75.00
Marina North Jetty Commercial Dock Private vessels 75-100' no power per night	\$ 75.00
Marina North Jetty Commercial Dock Private vessels 75-100' with power per night	\$ 100.00
Moorage Boathouse Slip Annual Assessment Fee	\$ 1,650.77
Moorage Boathouse Slip annual per square foot	\$ 1.66
Moorage Boathouse Slip Base Electric- annual fee	\$ 60.00
Moorage Boathouse Slip Base Water/Garbage- annual fee	\$ 60.00
Moorage Shell Dock- annual fee	\$ 429.00
Moorage Slips 30' and under A, B, and C North West facing- annual	\$ 1,668.00
Moorage Slips 30' and under C-Dock North East facing annual	\$ 1,876.00
Moorage Slips all Boat Docks Annual Assessment fee	\$ 442.55
Moorage Slips Over 30'-35'	\$ 2,028.00
Moorage Slips Over 35'-40'	\$ 2,240.00
Moorage Slips Over 40'-43'	\$ 2,399.00
Moorage Slips End Slip C-Dock North 43'-65'	\$ 3,240.00
Moorage Slip Sublease fee to the Port- set up fee	\$ 150.00
Moorage Dingy & Jet Ski Fee- must fit in the perimeter of slip with vessel- monthly	\$ 50.00
Moorage Annual Payment Late fee- per month	\$ 75.00
South Basin Dock- Concession Jet Ski slip 6 month term	\$ 150.00
South Basin Dock- Float plane annual	\$ 1,487.00
South Basin Dock- Hood River Yacht Club floats- annual	\$ 3,000.00
South Basin Dock- Jr. Sailing floats- annual term (Included in Concession agreement)	\$ 1,500.00
South Basin Dock- Seasonal Lottery 6 month term	\$ 1,041.00
Sublease Initiation Set Up Fee	\$ 150.00
Sublease Renewal Fee	\$ 35.00
Marina Key card Moorage	\$ 35.00
Marina Key South Basin Dock	\$ 50.00
Marina Wait list- one time fee	\$ 100.00
Marina Betterment Slip Change	\$ 35.00
Waterfront Event Permits- 2023	Event Permit Fees
Picnic Shelter Up to 50 people exclusive use-per day N/A in 2023	\$ -

Marina Park/ Hook/ Spit/ Lot #1/ Nichols Basin- not exclusive use up to 50 people per day	\$ 200.00
Marina Park/ Hook/ Spit/ Lot #1/ Nichols Basin- not exclusive use 50-100 people per day	\$ 325.00
Marina Park/ Hook/ Spit/ Lot #1/ Nichols Basin- not exclusive use Over 100 people per day	\$ 800.00
Marina Green- not exclusive use up to 50 people per day	\$ 200.00
Marina Green- exclusive use 50-100 people per day	\$ 350.00
Marina Green- exclusive use over 100 people per day	\$ 800.00
Marina Green- exclusive use over 200 people per day	\$ 1,300.00
Event Site September - June- not exclusive use up to 50 people per day	\$ 200.00
Event Site July & August- not exclusive use up to 50 people per day	\$ 300.00
Event Site September - June- not exclusive use 50-100 people per day	\$ 375.00
Event Site July & August- not exclusive use 50-100 people per day	\$ 500.00
Event Site September - June- exclusive use of grass area over 100 people per day	\$ 1,500.00
Event Site July & August- exclusive use of grass area over 100 people per day	\$ 2,200.00
Event Site September - June- exclusive use of grass area & parking lot over 100 people per day	\$ 1,800.00
Event Site July & August- exclusive use of grass area & parking lot over 100 people per day	\$ 2,700.00
All locations Event Set-up and breakdown days non exclusive use per day	\$ 300.00
Waterfront Parking- 2023	Parking Fees
Event Site Day Pass regular sized vehicle 20' and under per day	\$ 15.00
Event Site Day Pass oversized vehicle over 20' per day	\$ 25.00
Event Site/Jensen West Season Pass regular sized vehicle 20' and under annual	\$ 200.00
Event Site Season Pass Oversize vehicles over 20' over annual	\$ 350.00
Waterfront Kiosk Street parking all zones non commercial vehicles- per hour	\$ 2.50
Waterfront Kiosk Street parking Commercial zone 6 trucks only per day	\$ 30.00
Waterfront Parking fine- kiosk overtime	\$ 20.00
Waterfront Parking fine- kiosk and Event Site non payment	\$ 50.00
Waterfront Parking fine- all locations parking in an unauthorized space	\$ 50.00
Waterfront Parking fine- overnight	\$ 90.00
Waterfront Parking fine- Trucks no pay or time expired zone 6	\$ 50.00
Waterfront Parking fine- Handicapp, fire lane, etc.	\$ 75.00
Waterfront Parking fine- kiosk overtime citation non-payment 30+/60+/90+/collections	\$ 20.00

Waterfront Parking fine- kiosk and Event Site citation non-payment 30+/60+/90+/collections	\$ 20.00
Waterfront Parking fine- all locations parking in an unauthorized space citation non-payment 30+/60+/90+/collections	\$ 20.00
Waterfront Parking fine- overnight citation non-payment 30+/60+/90+/collections	\$ 40.00
Waterfront Parking fine- Trucks no pay or time expired zone 6 citation non-payment 30+/60+	\$ 40.00
Waterfront Parking fine- Trucks no pay or time expired zone 6 citation non-payment 90+/collections	\$ 80.00
Waterfront Parking fine- Handicapp, fire lane, etc. citation non-payment 30+/60+/90+/collections	\$ 40.00

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Commission Memo



Prepared by: Kevin Greenwood
Date: February 21, 2023
Re: Adoption of Commission Formation Agreement (CFA)

After more than 18 months of development, the Bi State Working Group (BSWG) is recommending adoption of the Commission Formation Agreement (CFA) to form the Hood River White Salmon Bridge Authority (HRWSBA). Legislation in both states – Washington SB 5558 and Oregon HB 4089 – passed in 2022 allows for agencies in bordering states to form a bi state bridge authority for bridge replacement efforts. The CFA serves as a Charter for the HRWSBA and includes provisions for the appointment of board members by the counties after receiving nominations from the cities and Port. The counties are tasked with developing those processes and the CFA provides guidance to the counties as they develop their appointment processes.

Upon all six agencies approving the CFA, the nomination process will begin for appointing members to the HRWSBA. Consultant Steve Siegel was instrumental in developing this document along with the state legislation.

RECOMMENDED ACTION: Authorize signing the Commission Formation Agreement forming the Hood River White Salmon Bridge Authority.

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**COMMISSION FORMATION AGREEMENT
TO FORM AND CHARTER THE HOOD RIVER WHITE SALMON BRIDGE AUTHORITY**

This **COMMISSION FORMATION AGREEMENT TO FORM AND CHARTER THE HOOD RIVER WHITE SALMON BRIDGE AUTHORITY** (this “Agreement”) is hereby made and entered into, by and between, the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon, each acting by and through its elected governing body, and hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Hood River White Salmon Bridge constructed in 1924, and currently owned and operated by the Port of Hood River (the “Existing Bridge”), is obsolete and needs to be replaced with a new interstate bridge connecting Hood River, Oregon and White Salmon, Washington (the “Replacement Bridge”).
- B. In October 2020, the Parties entered a memorandum of understanding creating the Bi-State Working Group, an interim group of representatives of each of the Parties charged with cooperatively guiding the development of the Replacement Bridge until a long-term governance structure for the Replacement Bridge was formed.
- C. In October 2021, the Bi-State Working Group concluded that the preferred governance structure for developing, constructing, operating, tolling, and financing the Replacement Bridge is an independent bi-state bridge commission, and in 2022 proposed legislation in Oregon and Washington to allow the formation of such a bi-state commission.
- D. In June 2022, Chapter 7, Oregon 2022 Laws (the “Oregon Act”) and Chapter 89, Washington Laws of 2022 (the “Washington Act”) became effective, allowing the Parties to enter a Commission Formation Agreement to form and charter a bi-state bridge commission for the Replacement Bridge (the Washington Act and Oregon Act collectively are referred to as the “2022 Acts.”)
- E. Pursuant to the 2022 Acts, the Parties now desire to enter this Agreement to charter and form a bi-state bridge commission to develop, construct, operate, maintain, renew, toll, finance, and govern the Replacement Bridge, and to facilitate the startup of the commission.

AGREEMENT

NOW, THEREFORE, the Parties do hereby enter this Commission Formation Agreement, and do covenant and agree as follows:

1. Organization of Agreement

1.1. This Agreement addresses three interrelated matters:

- a. Charter: Section 1 through Section 18 and Exhibit A of this Agreement (the “Charter”) charters and forms the Authority under the 2022 Acts. The Charter, as it may be amended from time to time, provides the overall framework for the on-going governance of the Authority. Although Exhibit B and Exhibit C are part of this Agreement, and are referenced in the Charter, neither is a part of the Charter;
- b. Interim Rules: Exhibit B of this Agreement, establishes Interim Rules for the Hood River-White Salmon Bridge Authority to regulate the operations and administration of the Authority during its startup phase following the Authority Formation Date. The Interim Rules are intended to be superseded by rules adopted by the Board. When superseded or repealed by Board action, an Interim Rule shall be terminated and have no effect; and

- c. Intergovernmental Transition Plan: Exhibit C of this Agreement, the Intergovernmental Transition Plan, describes activities to be undertaken by the Parties and, following the Authority Formation Date, the Authority to facilitate the startup of the Authority.

1.2. This Agreement shall be binding and deemed effective on the date on which this Agreement first becomes fully executed by all Parties hereto (the "Agreement Effective Date"); provided, however, the Charter and the Interim Rules shall first take effect on the Authority Formation Date described in Section 2.2, below.

1.3. Nothing in this Agreement shall in any way be construed to diminish or restrict the powers and duties of the Authority, or the Board, set forth in the 2022 Acts, as they may be amended.

2. Establishment of the Hood River White Salmon Bridge Authority

2.1. Pursuant to the 2022 Acts, and by the approval and execution of this Agreement, the Parties hereby charter and form the Hood River-White Salmon Bridge Authority (the "Authority") as an independent, bi-state public corporation vested with all the powers and duties set forth in the 2022 Acts and any additional powers or duties as may hereafter be conferred upon it pursuant to law.

2.2. The Charter shall become effective, and the Authority shall be formed, on July 1, 2023 (the "Authority Formation Date"). As of the Authority Formation Date, and thereafter for perpetual duration, unless dissolved, the Authority shall perform the essential governmental function and exercise its powers for the public purposes described in 2022 Acts or as may hereafter be conferred upon it pursuant to law.

2.3. The Primary Place of Business of the Authority shall be in Hood River, Oregon; provided, however, the Authority may establish offices or other facilities for the conduct of its affairs at one or more other locations in Oregon and/or Washington. The Board, from time to time, may relocate its principal headquarters office to a different site in Oregon or Washington, provided, however, the Applicable Laws set forth in Section 3.1 shall not be affected by any relocation of the principal headquarters office.

3. Applicable Laws and Rules

3.1. Pursuant to Sections 13 of the 2022 Acts, and the Primary Place of Business designated in Section 2.3 of this Charter, the state laws applicable to the Authority (the "Applicable Laws") consist of:

- a. The 2022 Acts;
- b. For issues of ownership or use of a site, such as real property transactions, land use, and environmental compliance, the laws of the state in which the site is located;
- c. Except as described in Sections 3.1.a and 3.1.b, the laws applicable to municipal corporations under Oregon law; and
- d. If a conflict arises between a provision of the 2022 Acts and an otherwise applicable state law, the provision of the 2022 Acts govern.

3.2. To the extent the applicability, meaning, or requirements of a state law is unclear, incomplete, or vague in the context of the Authority, the Board may enact a rule to clarify or interpret the law as it pertains to the Authority.

3.3. The Board is authorized to adopt, amend, suspend, and repeal rules, bylaws, or regulations governing the activities and procedures of the Authority on or after the Authority Formation Date. Until replaced or repealed by the Board, the Interim Rules, attached as Exhibit B to this Agreement, shall be applicable. If any rule is found to be in conflict with the Applicable Laws or this Charter, only the part or parts so found shall be null and void and the remainder shall continue in full force and effect.

- 3.4. In case of an emergency, the Executive Director may, for the duration of the emergency, temporarily suspend all or part of a rule that may be in conflict with handling the emergency; provided, however, the Executive Director shall report the reason for such suspension at the next meeting of the Board, at which time the suspension shall expire unless continued in effect by the Board.

4. Board of Directors

- 4.1. The Authority shall be governed by an appointed board of directors (the “Board”) consisting of six voting members (the “Directors”), three appointed by the Klickitat County Commission and three appointed by the Hood River County Commission. Each appointing county commission shall appoint an alternate (“Alternate”) for each Director it appoints. A person may serve as an Alternate for more than one Director.
- 4.2. Except for the Initial Board described in Section 1.6 of the Interim Rules, Directors and Alternates shall serve a four (4) year term. There is no limit on the number of terms a Director or Alternate may serve.
- 4.3. Prior to appointing a Director or Alternate, the Klickitat County Commission and Hood River County Commission shall each adopt, and may from time to time amend, a resolution setting the procedures and criteria the county will use to appoint Directors and Alternates. The procedure and criteria established by each county may differ, provided that, at a minimum, they must:
 - a. Be consistent with the requirements of this Charter;
 - b. Be consistent with the guidance provided in Exhibit D;
 - c. Delineate how the Parties situated within the county will be given the opportunity to nominate or disqualify candidates for Director and Alternate positions;
 - d. Require Directors and Alternates to be appointed by a resolution adopted by the county commission; and
 - e. Require the county to:
 - i. Consider qualified candidates representative of the diverse people, cultures, and communities served by the Replacement Bridge;
 - ii. Disqualify any person who is: (i) an employee of the Authority, (ii) not permitted to be a public official by law, or (iii) otherwise deemed unqualified based on criteria established by the appointing body;
 - iii. Prioritize candidates with experience pertaining to the powers and duties of the Board such as project financing, construction, law, organizational management, infrastructure/ environmental policy, or project development; and
 - iv. Consider such other criteria as the county deems appropriate.
- 4.4. Not later than thirty (30) days before the term of a Director or Alternate expires, the county commission that appointed the expiring Director or Alternate shall appoint a successor. If at the end of a term, a successor has not been appointed or cannot immediately assume office, the term of the outgoing Director or Alternate shall extend until their successor is appointed and assumes office. No period during which a Director or Alternate holds over shall be deemed to be an extension of its term of office for the purpose of computing the date on which its successor’s term expires.
- 4.5. Directors and Alternates shall serve at the pleasure of the appointing county commission and, with or without cause, may be removed from office by a majority vote of the appointing county commission.

Promptly following such an action, the chairperson of the county commission, or its designee, shall notify in writing the Authority of the county action.

- 4.6. Vacancies occurring in the office of a Director or Alternate during its term shall be filled for the remainder of the unexpired term by the county commission that appointed the vacated Director or Alternate. Until the vacancy is filled, the Alternate to the outgoing Director shall serve as the Director. Provided a quorum is present, the failure to appoint one or more Directors when vacancies occur does not preclude the Board from taking actions.
- 4.7. The chair of the appointing county, or its designee, shall provide written notice to the co-chairs of the Board for each newly appointed Director or Alternate.
- 4.8. Before entering upon the duties of a Director or Alternate, a Director or Alternate must first execute a written affirmation to faithfully discharge its duties, as set forth in a rule of the Authority.

5. Ex Officio Board Members of the Board

- 5.1. The Board may, from time to time, appoint one or more non-voting members of the Board (“Ex Officio Members”) for a term established by the Board; except that the Board may not appoint an Ex Officio Member if it in any manner impairs or adversely affects the rights or interests of holders of debt instruments of the Authority.
- 5.2. Ex Officio Members may not satisfy quorum requirements and may not vote on any Board action. Ex Officio Members may participate in the same manner as a Director in discussions at Board meetings, serve on committees of the Authority, and participate in Executive Sessions of the Board.

6. Powers and Duties of the Board

- 6.1. The powers of the Authority are vested in and exercised by the Board. The Board shall exercise its powers in accordance with the Applicable Laws in such a way as to best meet the purposes and needs of the Authority.
- 6.2. Unless otherwise delegated by the Board, the responsibilities of the Board include, but not be limited to:
 - a. Ensuring the Authority abides by the Applicable Laws and this Charter;
 - b. Establishing, amending, and interpreting Authority rules, regulations, and policies;
 - c. Monitoring whether the financial, management, and operational procedures, decisions, and controls of the Authority comply with the rules, regulations, and policies of the Authority;
 - d. Monitoring and taking actions to ensure the fiscal integrity of the Authority;
 - e. Authorizing bonds and other debt instruments of the Authority, and ensuring compliance with all requirements, covenants, and representations in such bond documents and other debt instruments.
 - f. Approving contracts binding on the Authority;
 - g. Approving engineering plans and specifications, construction plans, operations and maintenance plans, and finance plans for the Replacement Bridge; and
 - h. Establishing Replacement Bridge tolls and toll policies, approving and periodically adjusting toll rate schedules, and funding prudent reserves for the Replacement Bridge and overall operations of the Authority.

- 6.3. The Authority at all times must maintain directors' and officers' liability insurance, or its equivalent, and other insurance coverages that are comparable with coverages of similarly situated entities, and any additional insurance coverage as the Board may elect. The Authority may maintain insurance coverage by purchasing public or commercial insurance policies, funding an internal risk-pool and self-insuring, entering into other types of risk-pool, risk-sharing, or insurance agreements, or combinations thereof, as the Authority may elect.
- 6.4. Directors have no authority to act individually without delegation of authority from the Board. Directors shall not be collectively bound in any way by any statement or action on the part of any individual Director or Authority employee or agent, except when such statement or action is predicated on previous action taken, delegation of authority, or policy adopted by the Board and recorded in the official minutes.

7. Board Officers

- 7.1. The Board shall appoint two co-chairs for a two year term as follows: one co-chair from among the Directors residing in Washington and one co-chair from among the Directors residing in Oregon, provided however, the initial appointment of co-chairs shall be as set forth in Section 3.1 of the Interim Rules.
- 7.2. The co-chairs shall serve alternating one (1) year terms as First Co-chair and Second Co-chair. The First Co-chair shall be responsible for setting the agenda for, and presiding at, commission meetings, and for such other duties as set forth in this Charter or as the Board may assign by rule. The Second Co-chair shall perform these duties in the absence of the First Co-chair, and such other duties as the Board may assign, or as the First Co-Chair may assign. Co-chairs may participate in discussions, make or second motions, and vote in the same manner as other Directors.
- 7.3. The Board may appoint a Director as secretary, treasurer, or other official of the Board, and prescribe its duties and powers.

8. Board Actions

- 8.1. The Board may hold Regular Meetings, Special Meetings, Emergency Meetings, and meetings in executive session, in accordance with the Applicable Laws. At a minimum, the Board shall hold an annual meeting in the last month of each fiscal year. As a public body, the Authority shall be comply with the Applicable Laws governing public meetings and public records.
- 8.2. The Board may take official action by Ordinance, Resolution, or Motion (each an "Official Board Action"), in accordance with any rules enacted by the Board, at any Regular, Special, or Emergency Meeting of the Board at which a quorum is present, provided, however, a quorum is not required for a vote to adjourn a meeting. The following shall apply to Official Board Actions:
 - a. To the extent permitted by the Applicable Laws, unless otherwise limited by the Board, Directors may participate telephonically, by teleconference, or otherwise remotely in Official Board Actions, and in doing so are members of the quorum.
 - b. Four Directors (including any Alternate acting in the place of an absent Director) constitute a quorum. Any member of a quorum who for any reason abstains from an Official Board Action shall nonetheless be counted as a member of the quorum for the action. Ex Officio members shall not be included for the purpose of establishing a quorum.
 - c. Alternates may be members of a quorum and act only in the absence of the Director for whom the Alternate is appointed. If both the Director and its Alternate attend a meeting of the Board, only the Director shall be included for purposes of establishing a quorum and voting on matters before the Board. Notwithstanding the preceding, an Alternate for a Director that is present at a meeting may be included in a quorum and vote in lieu of the Director on a matter for which the Director has

declared a conflict of interest. If an Alternate was appointed as an alternate for two or more Directors who are absent for a vote, the Alternate may only be a member of the quorum and act in lieu of only one of the absent Directors.

- 8.3. Except for an Emergency Ordinance, approval of an Official Board Action requires a quorum to be present for the action and at least four affirmative votes. Approval of an Emergency Ordinance requires a quorum to be present for the action and an affirmative vote by all Directors voting on the issue.

9. Intergovernmental Coordination

- 9.1. The Authority shall establish and implement procedures to share information and coordinate with the Parties, ODOT, WSDOT, and FHWA.

10. Grant Administration

10.1. Following the Authority Formation Date:

- a. The Port of Hood River shall continue as the Grantee for the Existing Grants, until each of these grants are closed-out by the Port, unless the Port and the Authority agree otherwise; and
- b. The Authority shall be the Grantee for any grant for the Replacement Bridge, other than Existing Grants, unless the grant is for an activity or project for which a Party is responsible, or the Authority and an alternative Grantee agree otherwise.

10.2. The Authority shall seek to be certified as an eligible federal grant recipient. The Authority may contract with any state or local agency or private entity for grant administration support.

11. Personnel and Staffing

11.1. The Authority may employ personnel or retain consulting or other services on a regular or part-time basis as the Authority deems appropriate to carry out its purposes.

11.2. The Board shall employ or retain:

- a. An Executive Director who shall be the chief administrative officer of the Authority and perform the duties and exercise the powers conferred upon the Executive Director by this Charter, and such additional duties and powers as may be authorized by the Board. The Executive Director shall implement policies set by the Board, oversee the activities and operations of the Authority, hire and supervise Authority staff, and prepare or review of all Authority documents. The Executive Director is authorized to sign all contracts, deeds, leases, grant agreements, debt instruments, and other documents authorized by the Board on behalf of the Authority, unless the Board has granted explicit signature authority to another Authority official, employee, or agent. In the absence of the Executive Director or another Authority official, employee, or agent who is explicitly authorized by the Board to do so, the First Co-Chair (or, in the absence of the First Co-Chair, the Second Co-Chair) has the authority to execute such documents authorized by the Board and to take actions the Executive Director is authorized to take. The Executive Director may delegate signing authority on routine administrative matters to an employee or agent of the Authority.
- b. Legal Counsel to provide advice on legal requirements for the conduct of Authority business, generally perform all legal services for the Authority, and to perform such other duties as the Board may confer, except for such legal services as the Authority may elect to engage additional or specialized legal counsel. The Authority, and not any individual Director, Alternate, Ex Officio Member, or employee shall be the holder of any attorney-client privilege with Legal Counsel and any attorney work product protection. No individual Director, Alternate, Ex Officio Member, or employee

shall make any disclosure or release any attorney-client information or work product protection absent Board approval on the record in a public meeting.

12. Finance and Budgeting

12.1. The Board shall maintain responsibility over the Authority's finances including, but not limited to, monitoring and approving the Authority's budget, bonds and other debt instruments, financial reports, and annual audits. The Board shall enact rules, controls, and procedures to ensure the integrity of the Authority's financial affairs.

12.2. To the extent permitted by the Applicable Laws, the Board may delegate responsibility over the Authority's finances to the Executive Director, or its designee.

12.3. The fiscal year of the Authority shall commence on July 1st and end on June 30th of each year.

13. Procurement and Contracting

13.1. Following the Authority Formation Date, the Authority shall have the exclusive power to procure and contract for goods and services with respect to the Replacement Bridge, except when (i) the contract is for an activity or project that is the responsibility of another party, or (ii) the Authority and an alternative contracting party agree otherwise.

13.2. The Authority may use any procurement procedure permitted by the Applicable Laws, and, if applicable, federal law, to procure goods, services, and construction.

13.3. Without any review or approval by any other unit of government, the Authority, as it may elect, may enter any:

- a. Intergovernmental/interlocal, or other agreement with any local government, state agency, federal agency, or other unit of government for any purpose of the Authority;
- b. Combination of contracts, agreements or other arrangements with one or more public or private entities for the acquisition, design, construction, installation, operation or maintenance of the Replacement Bridge, including but not limited to (i) alternative or supplemental public works contracts, such as design-build, progressive design-build, and construction manager-general contractor contracts, (ii) public-private partnership agreements, (iii) franchise agreements, and (iv) financing agreements; or
- c. Lease or contract for personal property, services, goods, equipment, materials, or supplies.

14. Real Property

14.1. The Authority may, in accordance with the Applicable Laws, finance, refinance, and acquire by purchase, lease, eminent domain, or other means any real property, structure, easement, or other property interest located in the State of Washington or in the State of Oregon that may be necessary or convenient to achieve the purposes of the Authority, except that real property owned or held by a governmental entity may not be taken without the prior written consent of such governmental entity.

14.2. In advance of undertaking any acquisition of real property, the Board shall enact rules governing the acquisition of real property by the Authority, which shall comply with the laws of the state in which the real property is located, and, to the extent applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies of Act of 1970 (42 USC 4601 *et seq.*), 49 CFR Part 24, and 23 CFR Part 710).

15. Environmental Compliance

15.1. With respect to any Regulatory Compliance Document, unless delegated by agreement of the Authority and the affected Party or Parties, the Authority shall:

- a. Comply with, and satisfy any responsibility, commitment, covenant, or obligation in the Regulatory Compliance Document, except as may otherwise be agreed to by the Authority and the issuing agency;
- b. Satisfy all disclosure, monitoring, reporting, or certification requirements in the Regulatory Compliance Document; and
- c. Undertake all activities required to satisfy federal, state, and local environmental requirements that are not addressed by a Regulatory Compliance Document issued to the Port, including any actions identified in the Record of Decision that must be carried out after the Record of Decision is issued.

16. Rights and Interests of Tribes

16.1. As of the Authority Formation Date, and thereafter, the Authority shall be responsible for:

- a. Coordination with each affected tribe to address issues arising from any impact of the Replacement Bridge on the rights and interests of the tribe, and
- b. Preparing, approving, and complying with any Memoranda of Agreement or other document delineating commitments to avoid, minimize, or resolve impacts of the Replacement Bridge on the rights and interests of the tribes.

17. Bridge Tolling and Operation

17.1. The Board shall have the exclusive power to impose, fix, collect, and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge as the Board deems advisable. No prior or subsequent authorization or approval by any other entity is required. Such tolls and other charges shall be fixed and periodically adjusted so as to provide, at a minimum, an amount sufficient in combination with other revenues available to the Authority, if any, to pay when due all construction, operations, finance, administration, and governance costs of the Replacement Bridge, and to satisfy all other obligations of the Authority, including, but not limited to, fulfilling all covenants and representations made by the Authority to the holders of bonds and other debt instruments, and capitalizing sinking funds and reserves for the construction, operations, renewal, financing, and administration of the Replacement Bridge.

17.2. The Board must take all actions to fix and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge that are required by any covenant or commitment in, or associated with, any bonds, debt instrument, or financing agreement of the Authority, and may not take any action that impairs or adversely affects the rights of holders of any bonds, debt instrument, or financing agreement of the Authority.

17.3. Prior to imposing and fixing the initial toll rate schedule for the Replacement Bridge, the Board shall enact, and thereafter may from time to time amend:

- a. A comprehensive toll policy that addresses such factors as exemptions, discounts, vehicle classifications, toll collection and enforcement, or other factors, as the Board may determine;
- b. The procedures the Authority will use to establish and periodically adjust toll rates and other charges for use of the Replacement Bridge; and

- c. A rule describing how toll rate adjustments or temporary toll rate adjustments that are required to be enacted within a limited timeframe to comply with the terms of a debt obligation, or to address an emergency circumstance, will be made if the Board is unable to meet or reach agreement on the toll rate adjustment within the limited timeframe.

17.4. The Replacement Bridge may be operated by the Authority, by one or more private or public entities under an agreement with the Authority, or any combination thereof as the Board may elect. The Authority shall:

- a. Enact and enforce rules and regulations for the operation of the Replacement Bridge, in accordance with federal laws and regulations and the Applicable Laws.
- b. Collect tolls by any method, including, but not limited to, electronic tolling, photo tolling, manual cash collection, or any combination thereof, and may assess administrative fees as appropriate for toll collection processes.
- c. Enact rules and procedures to maintain the public confidentiality of records and information used to collect and enforce tolls to the extent permitted by the Applicable Laws. The rules shall describe the persons or entities permitted to inspect or copy such records and information, such as employees or authorized agents of the Authority, law enforcement agencies, collection agencies, and the registered vehicle owner.
- d. Enact and implement a toll enforcement system, which may include, but is not limited to:
 - i. Imposing civil penalties for failure to pay a toll, establishing procedures by which the registered vehicle owner is provided notice of its failure to pay a toll or other charge prior to issuing a notice of civil penalty, and establishing procedures by which the registered vehicle owner may contest a pending civil penalty;
 - ii. Entering agreements with applicable state agencies in Oregon and Washington requiring the state agencies to refuse to renew the motor vehicle registration of a motor vehicle for which the Authority has issued a notice of unpaid tolls or other charges, and to withhold the registration renewal until the state agency receives notification from the Authority that the toll or other charge has been paid; and
 - iii. Employing any other remedies for collection of unpaid tolls and other charges available to the Authority under the Applicable Laws.

18. General Provisions

18.1. Effective Date: This Agreement is effective as of the Agreement Effective Date described in Section 1.2 of the Charter. The Charter and Interim Rules shall be effective as of the Authority Formation Date described in Section 2.2 of the Charter.

18.2. Definitions: Capitalized words, which are not the first word of a sentence, are defined terms. Defined terms are defined in Exhibit A to this Charter. Defined terms that are not defined in Exhibit A are defined in Section 2 of the 2022 Acts.

18.3. Relationship of Parties: Nothing contained in this Agreement nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent, or partnership, or of joint venture between any of the Parties, nor shall the Authority be deemed or construed to be a subdivision, agency, joint board, or joint or intergovernmental agency or board of any Party or combination of Parties.

18.4. No Competing River Crossings: Neither the Authority nor a Party may approve or otherwise authorize a bi-state bridge, tunnel, ferry service, or other motor vehicle river crossing that competes economically with

the Replacement Bridge, except for a replacement for the Bridge of the Gods, while bonds or other debt obligations for the Replacement Bridge are outstanding, unless implementation of such a bi-state bridge, tunnel, ferry, or river crossing does not impair or otherwise adversely impact the rights of holders of the outstanding bonds or other debt instruments for the Replacement Bridge. This provision does not apply to the Existing Bridge.

- 18.5. Laws and Regulations: The Parties agree to abide by all laws and regulations that apply to the Party (which may differ from the Applicable Laws of the Authority) in carrying out this Agreement. The Authority shall abide by the Applicable Laws. All references herein to the powers, duties, and obligations of the Authority shall be read to be subject to all Applicable Laws.
- 18.6. Exhibits: All exhibits to this Agreement, as they may be amended from time to time, are hereby incorporated and made part of the Agreement.
- 18.7. Amendments: Except for the name of the Authority, Authority Formation, Date and Primary Place of Business set forth in Section 2 of the Charter, this Agreement may be amended in writing and signed by the authorized representatives of the Parties, or may be amended by the approval of the Board; provided that any such amendment must not in any way whatsoever impair or otherwise adversely impact the rights of holders of any outstanding bonds or other debt instruments, nor may it impair or adversely impact the powers of the Board under the 2022 Acts, as they may be amended from time to time.
- 18.8. Waiver or Modification: Except as otherwise expressly permitted under this Agreement, no waiver of any portion of this Agreement, and no amendment, modification, or alteration of this Agreement, shall be effective unless in writing and signed by the authorized representatives of the Parties. Acceptance or acquiescence in the course of performance of this Agreement will not be relevant to determining the meaning of this Agreement, and no waiver by a Party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.
- 18.9. Interpretation of Agreement: This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in interpreting this Agreement.
- 18.10. Assignment: No Party is permitted to transfer or assign all or a portion of its responsibilities or rights under this Agreement, except as expressly permitted under the Agreement.
- 18.11. Severability: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties and the Authority shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18.12. Dispute Resolution: The Parties and the Authority, or any combination thereof in a dispute arising out of this Agreement, shall negotiate in good faith to resolve the dispute. All Parties and the Authority shall continue in the performance of their respective obligations notwithstanding the dispute. If those Parties or the Authority involved in the dispute are unable to resolve the dispute within thirty (30) days after any Party or the Authority has given written notice to all Parties and the Authority describing the nature of the dispute, any Party or the Authority may require that the dispute be submitted to mediation. The Parties and the Authority shall mutually agree upon a mediator and shall participate in the mediation in good faith. If the dispute is not resolved in mediation, any such Party or the Authority may require that the matter be submitted to binding arbitration. Arbitration shall be initiated by notice mailed to each Party and the Authority by Certified Mail. Disputes shall be arbitrated by a panel of three independent persons qualified as and who routinely act as arbitrators. If the dispute is between only two Parties, then one arbitrator shall be selected by each Party, and one arbitrator shall be selected by the Authority. If the dispute is between a Party

and the Authority, then one arbitrator shall be selected by the Party, one arbitrator shall be selected by the Authority, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties all from the same State and the Authority, then the Parties from the one state shall confer and select one arbitrator, the Authority shall select one arbitrator, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties from each State, or Parties from each State and the Authority, then then the Parties to the dispute from each State shall confer and select one arbitrator each, and one arbitrator shall be selected by the Authority, whether or not the Authority is involved in the arbitration. The decision of the majority of the three arbitrators shall be final, binding, and conclusive on the Parties and the Authority, and subject to review only as otherwise provided in the Applicable Laws. Those Parties or the Authority, if involved in the arbitration, shall each pay their own costs of any arbitration or mediation, but shall share equally in fees and costs of the mediation or arbitration services. If for any reason a decision is not made for the selection of a mediator or arbitrator within thirty (30) days of the notice initiating mediation or arbitration, then any Party or the Authority may apply to the Court having jurisdiction over the Parties or this Agreement for the appointment of such mediator or arbitrator.

18.13. Dissolution: The Authority may be dissolved as provided in the 2022 Acts. The Board may enact rules establishing additional notice or other requirements that must be met prior to dissolution.

18.14. Counterparts: This Agreement may be executed in several counterparts (including by electronic signature, DocuSign, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf by their authorized representatives.

FOR THE CITY OF BINGEN

Mayor Catherine Kiewit, City of Bingen

Date: _____

Approved as to form:

City Attorney

FOR THE CITY OF HOOD RIVER

Mayor Paul Blackburn, City of Hood River

Date: _____

Approved as to form:

City Attorney

FOR THE CITY OF WHITE SALMON

Mayor Marla Keethler, City of White Salmon

Date: _____

Approved as to form:

City Attorney

FOR HOOD RIVER COUNTY

Chair Jennifer Euwer, Hood River County

Date: _____

Approved as to form:

County Counsel

FOR KLICKITAT COUNTY

Chair Dan Christopher, Klickitat County

Date: _____

Approved as to form:

County Counsel

FOR THE PORT OF HOOD RIVER

President Ben Sheppard, Port of Hood River
Commission

Date: _____

Approved as to form:

Port General Counsel

**EXHIBIT A
DEFINITIONS**

- a. **2022 Acts** has the meaning set forth in Recital D.
- b. **Agreement** means this Commission Formation Agreement for the Hood River-White Salmon Bridge Authority, as it may be amended from time to time.
- c. **Agreement Effective Date** has the meaning set forth in Section 1.2 of the Charter.
- d. **Alternate** means a person appointed in accordance with the procedures set forth in the Charter, who may act as a Director in a Director’s absence or conflict of interest.
- e. **Applicable Laws** has the meaning set forth in Section 3.1 of the Charter.
- f. **Authority** means the Hood River-White Salmon Bridge Authority, a bi-state bridge commission formed and chartered under the 2022 Acts and the Agreement.
- g. **Bi-State Working Group** means the interim group of local officials formed by a memorandum of understanding between the Parties to cooperatively guide the development of the Replacement Bridge until a bi-state bridge commission is formed and chartered.
- h. **Board** means the board of directors of the Authority.
- i. **Charter** means the provisions of Section 1 through and Section 18, and Exhibit A, of this Agreement.
- j. **Commission Formation Agreement** shall have the meaning set forth in Sections 3 of the 2022 Acts.
- k. **“Construction” or “construct”** means activities, materials and services necessary or convenient to the design and construction of the Replacement Bridge, including but not limited to engineering, permitting, property acquisition, procurement, installation of equipment, site work, utility relocation, inspection, start-up, landscaping, hard construction, environmental mitigation, demolition and removal of the existing (1924) bridge, including the associated accounting, legal, administrative, project management and governance activities.
- l. **Director** means a voting member of the Board, appointed in accordance with the procedures set forth in this Charter.
- m. **Emergency Meeting** means a Special Meeting of the Board called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, as defined by the Applicable Laws.
- n. **Emergency Ordinance** means an ordinance necessary in the discretion of the Board to meet an emergency.
- o. **Existing Bridge** has the meaning set forth in Recital A to the Agreement.
- p. **Existing Grants** means the following grants awarded to the Port for the Replacement Bridge: the \$5 million BUILD grant awarded in 2020, the \$5 million Oregon grant awarded in 2017, and the \$5 million grant award by each of the State of Washington and Oregon in 2021.
- q. **Ex Officio Member** means a non-voting member of the Board.
- r. **Executive Director** means the executive director of the Authority described in Section 11.2(a) of the Charter.
- s. **Executive Session** means an executive session of the Board, as defined under the Applicable Laws.
- t. **First Co-Chair (and Second Co-Chair)** shall have the meaning set forth in Sections 4(4) of the 2022 Acts.

- u. **Grantee** means the entity entitled to receive grant funds, responsible for grant administration and compliance with the terms of the grant award, and authorized to approve the expenditure of grant funds for eligible purposes under an agreement with the grantor.
- v. **Intergovernmental Transition Plan** means the work plans and procedures to coordinate the activities of the Authority and the Parties during the startup of the Authority, as shown in Exhibit C of this Agreement, as it may from time to time be amended.
- w. **Interim Rules** means the Interim Rules for the Hood River-White Salmon Bridge Authority set forth in Exhibit B of the Agreement, which are effective until amended, superseded, or repealed by the Board.
- x. **Initial Board** means the Board which takes office on or about July 1, 2023, as described in Section 1.6 of the Interim Rules.
- y. **Legal Counsel** means the attorney or attorneys hired or retained by the Authority pursuant to Section 11.2(b) of the Charter.
- z. **Motion** means an action of the Board to address a matter that is not undertaken by a Resolution or Ordinance that generally will address minor or routine matters of lesser importance or of a temporary nature not addressed by a Resolution or Ordinance.
- aa. **Official Board Action** has the meaning set forth in Section 8.2 of the Charter;
- bb. **Operate or Operations** means the activities necessary or convenient to the operation, tolling, maintenance, repair, rehabilitation, renewal, or replacement of a bridge, including any associated financial, legal, administration, management, or governance activities or expenses.
- cc. **Ordinance** means a permanent (unless amended or repealed) legislative or executive action related to the powers or duties of the Authority, which is approved by the Board, and which is not a Resolution or an Emergency Ordinance.
- dd. **Oregon Act** has the meaning set forth in Recital D.
- ee. **Party** means the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon (collectively “Parties”).
- ff. **Primary Place of Business** has the meaning set forth in Sections 2 the 2022 Acts.
- gg. **Project Sponsor** means the governmental entity responsible for the development, financing, and construction of the Replacement Bridge, including compliance with all federal and state requirements, including but not limited to the Record of Decision, and any Memoranda of Agreement on the rights and interests of affected tribes. Project Sponsor includes the term ‘project sponsor’ and designations of similar import such as local lead agency, applicant, or responsible party.
- hh. **Port** means the Port of Hood River, a port district under Oregon law.
- ii. **Regular Meetings** means those recurring meetings of the Board held in accordance with a periodic schedule established by the Board.
- jj. **Regulatory Compliance Document** means a Final Environmental Impact Statement, Record of Decision, Biologic Opinion, Memorandum of Agreement, or other report, agreement, regulatory approval, or permit required to comply with federal, state, or local regulatory requirements for construction or operation of the Replacement Bridge.

- kk. **Replacement Bridge** means an interstate bridge that replaces the Hood River-White Salmon Interstate Bridge built in 1924 and owned in whole or in part by the Authority, including any approaches, buildings, structures, facilities, equipment, improvements, systems, and other appurtenances necessary or incidental to the bridge
- ll. **Resolution** means a formal action of the Board that is not an Ordinance. Resolutions generally address matters of a special, limited, lesser importance, or temporary character than Ordinances.
- mm. **Special Meeting** means a meeting of the Board that is not a Regular Meeting.
- nn. **Washington Act** has the meaning set forth in Recital D.

EXHIBIT B
Interim Rules for the Hood River-White Salmon Bridge Authority

Each Interim Rule hereunder is authorized to regulate the conduct of the Hood River-White Salmon Bridge Commission from the Authority Formation Date until the effective date of a rule adopted by the Board that supersedes the Interim Rule, or the effective date of a Board action that repeals the Interim Rule. Thereafter, the superseded or repealed Interim Rule shall be null and void and have no effect.

1. Board of Directors:

- 1.1. Before entering upon the duties of a Director or Alternate, the Director or Alternate shall execute a written affirmation in substance as follows: *I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability.* The affirmation shall be filed in the public records of the Authority.
- 1.2. Directors must attend Board meetings, unless excused in accordance with a rule of the Authority. The First Co-Chair is authorized to excuse absences, and the Second Co-Chair is authorized to excuse absences when the First Co-Chair is unavailable. Unauthorized absences shall be reported in the minutes of the meeting and in an annual report of the Authority that is distributed to the Parties.
- 1.3. Every Director when present must vote, unless (i) a Director declares an actual legal conflict of interest under the Applicable Laws, or (ii) a Director requests to abstain and the request is approved by a majority of the Directors that are present (including an Alternate acting in lieu of an absent Director), excluding the Director that made the request and any Director declaring an actual conflict of interest on the same action. Directors declaring a conflict of interest may vote on an action to the extent permitted by Applicable Laws.
- 1.4. Official statements from the Authority shall be directed through the First Co-chair of the Board, or its designee, with coordination with the Executive Director, or another Authority official, employee, or agent who is explicitly authorized by the Board to do so.
- 1.5. Until the Board adopts a rule for the reimbursement of expenses incurred by a Director, Alternate, or employee in performing its duties, no reimbursement shall be paid to a Director, Alternate, or an employee. Directors, Alternates, and employees may retain receipts of any potentially reimbursable expense they may incur prior to the adoption of such a rule, and, following adoption of the rule, may submit a reimbursement request for any expense that is eligible under the rule. There is no commitment whatsoever that any expense incurred by any person prior to the adoption of the applicable rules will be reimbursed by the Authority. Reimbursed expenses declared ineligible in a subsequent audit shall be promptly refunded to the Authority.
- 1.6. Unless appointed as a Director or Alternate or otherwise declines the position, the co-chairs from each state of the Bi-State Working Group when disbanded on June 30, 2023 are appointed as Ex Officio Members of the Board until June 30, 2025. If a former co-chair of the Bi-State Working Group is unavailable for any reason, then the applicable county commission may designate as an Ex Officio Member any other former member of the Bi-State Working Group residing in the county. If no such former member of the Bi-State Working Group is available, then the applicable county commission may designate as an Ex Officio Member any qualified person residing in the county.

2. Board Meetings:

- 2.1. The schedule for Regular Meetings between July 1, 2023 and September 30, 2023 shall be set as described in Section 1.3 of the Intergovernmental Transition Plan. By September 30, 2023, the Board shall approve a

schedule for Regular Meetings of the Board for the period beginning October 1, 2023. The Board may revise this schedule from time to time. Notice of these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date as follows:

- a. On the Hood River – White Salmon Bridge Replacement website, and the Port of Hood River website until an Authority website is established, and thereafter on the Authority website;
 - b. At the offices of the Port of Hood River until the Authority establishes a specific location for its headquarters office, and thereafter at the headquarters office of the Authority; and
 - c. By email, telephone, fax, or other reasonable method to interested persons and media outlets that have stated in writing or by online sign-up that they wish to be notified of meetings of the Board.
- 2.2. A Special Meeting of the Board, other than an Emergency Meeting, may be called at any time by the First Co-Chair (or Second Co-Chair acting in lieu of an unavailable First Co-Chair), or by a majority of the members of the Board, and:
- a. Delivering written notice of the Special Meeting personally, by mail, by fax, or by electronic mail to each Director;
 - b. Posting public notice of the Special Meeting at least 24 hours prior to the start of the meeting at the locations described for Regular Meetings in Section 2.1, above.
- 2.3. An Emergency Meeting of the Board may be held upon such notice as the First Co-Chair (or Second Co-Chair acting in the absence of the First Co-Chair), in its discretion, deems appropriate under the circumstances. Such notice may be shorter than 24 hours, but the minutes for the Emergency Meeting shall describe the emergency justifying any notice that was less than 24 hours.
- 2.4. Except for meetings in Executive Session, the notices described in this Section 2 shall provide the date, time, and location (which may be an online address) of the meeting, and an agenda of matters anticipated to be considered at the meeting. A notice for a meeting held in Executive Session shall provide the date, time, and location (which may be an online address) of the meeting, and the statutory basis authorizing the Executive Session. The Authority may modify the agenda, including any exhibits, following posting notice thereof.
- 2.5. The Board may adjourn any Regular, Special, or Emergency Meeting to a time and place specified in the order of adjournment. A quorum is not required for a vote to adjourn a meeting. Any hearing held by the Board may be continued or re-continued to any subsequent meeting of the Board.

3. Board Officers

- 3.1. The former co-chairs of the disbanded Bi-State Working Group, whether on the Board as an Ex Officio Member or as a Director, shall be the interim co-chairs of the Board from July 1, 2023 until replaced pursuant to Section 3.2, below. The interim co-chairs of the Board shall alternate as the First Co-Chair for an approximate three-month period, unless they agree otherwise, and shall notify the Board of the dates when each co-chair will serve as First Co-Chair. If a former co-chair of the Bi-State Working Group is not on the Board in any capacity, then the three Directors from the applicable state shall by majority vote select one such Director to serve as interim co-chair of the Authority until replaced pursuant to Section 3.2, below.
- 3.2. At its first Regular Meeting in January 2024, or at a subsequent meeting at the discretion of the Board, the Board shall appoint from among the Directors two co-chairs for a two-year term, and designate the First Co-Chair and Second Co-Chair for calendar year 2024. The First Co-Chair shall serve as First Co-Chair until

the first Regular Meeting of the Board in January 2025, at which time the Second Co-Chair shall become First Co-Chair and the First Co-Chair shall become Second Co-Chair. Thereafter the offices of the First Co-Chair and Second Co-Chair shall annually alternate at the first Regular Meeting each January.

- 3.3. A co-chair may be removed from office by the approval of four Directors. If a co-chair's term as a Director expires or otherwise terminates, or if a co-chair resigns, is removed, or is unable to perform its duties, the Board shall appoint a co-chair to fill the unexpired term. The successor co-chair must reside in the same state and shall have the same status (First Co-Chair or Second Co-Chair) as the outgoing co-chair.

4. Actions of the Board:

- 4.1. Except for an Emergency Ordinance, an ordinance may be approved as follows:

- a. Before an ordinance is adopted it shall be read during meetings of the Board on two different days at least six days apart. If the ordinance is posted online or otherwise publicly available, the ordinance may be read by title only, unless otherwise requested by a Director. An ordinance adopted after being read by title only may have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating a substantial difference is read fully, or otherwise made publicly available.
- b. Upon the final vote on an ordinance, the ayes, nays, and abstentions shall be taken and included in the record of proceedings of the meeting. Within seven days after adoption of an ordinance: (i) the First Co-Chair for the session at which the ordinance was adopted (or in its absence, the Second Co-Chair) shall sign it with the date of its adoption, (ii) until a Authority website is established, the ordinance or a summary of the ordinance shall be published on the Port website, and thereafter on the Authority website, and (iii) the signed ordinance shall be filed in the records of the Authority.
- c. An ordinance shall take effect on the 30th day after the date of its adoption unless the ordinance specifies a later effective date.

- 4.2. An Emergency Ordinance may be introduced, read once, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda, if the reasons requiring immediate action are described in the ordinance. An Emergency Ordinance may take effect upon adoption or such later date specified in the Emergency Ordinance. Emergency Ordinances shall be published and filed in the manner described for (non-emergency) Ordinances under Section 4.1.b, above.

- 4.3. A Resolution may be introduced, read once in full or by title only, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda. A Resolution may take effect upon adoption or such later date specified in the Resolution. Resolutions shall be published and filed in the manner described for Ordinances under Section 4.1.b, above.

- 4.4. A Motion may be made, seconded, and passed by the Board, which shall be described in the Board meeting minutes.

- 4.5. Except as otherwise provided in the Charter or rules of the Authority, all Board actions and deliberations shall adhere to the parliamentary procedures in the latest edition of Robert's Rules of Order, although strict adherence is not required, or such other rules which the Board may adopt.

5. Procurement and Contracting

- 5.1. The Board shall be the Authority's contract review board, until otherwise delegated by the Board.

- 5.2. The Board shall prepare and adopt, or adopt by reference, procurement, and contracting rules for the Authority. Procurement and contracting rules of the Authority may include authorizations and procedures to procure and engage in alternate or supplemental public works contracts such as design-build, progressive design-build, and construction manager-general contractor contracts, and to engage in public-private partnerships.
- 5.3. Until the Board adopts superseding rules, the Authority shall abide by the procurement and contracting rules of the county in which the Primary Place of Business is situated, except that any applicability of, or reference in, the county rules to the county shall be read as referring to the Authority, to the county commission shall be read as referring to the Board, and to the county administrator shall be read as referring to the Executive Director or its designee. The Board may reasonably interpret other provisions of the applicable county rules as may be needed to apply the county rules to a bi-state bridge commission.

6. Budgeting

- 6.1. The budget committee for the Authority shall be the co-chairs of the Authority, or their designee, and the chief financial officer of the Port, if the Port agrees, or shall be a qualified accountant or person with public budget experience appointed by the Board. The First Co-Chair, or its designee, shall be the chair of the budget committee.
- 6.2. Public notice of each meeting of the Authority budget committee shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.
- 6.3. The Authority shall hold at least one public hearing prior to adopting a budget. Public notice of the hearing shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.

7. Conduct of Officials

- 7.1. Directors, Alternates, Ex Officio Members, and members of committees of the Authority shall promptly notify in writing the Executive Director and Legal Counsel, after Authority Legal Counsel is retained, of any potential or actual conflict of interest it may have under the Applicable Laws. The notification shall provide reasonable detail on the nature of the conflict and describe the course of action proposed by the official to address the conflict (such as to abstain from participating on the matter). Following its review of the notification, Legal Counsel may recommend revisions to the proposed course of action. The official shall abide by any such recommendation of Legal Counsel, unless overturned on appeal to the Board. The Board shall rule on any such appeal before considering the subject issue.

8. Finance

- 8.1. Any revenues derived from the Authority's ownership or operation of the Replacement Bridge, as may be provided for in a Resolution authorizing the issuance of bonds or a debt instrument, or in any trust agreement or indenture securing the same, may be pledged to the payment of principal and interest on, and the redemption price or purchase price of, such bonds or debt instrument. All such pledges shall be valid and binding from the time when the pledge is made, and the revenues or other moneys so pledged and thereafter received by the Authority shall immediately be subject to the lien of the pledge.
- 8.2. Bonds and any other debt instruments of the Authority shall be payable solely from the gross or net revenues, grants, contracts, or accounts of the Authority that are pledged for their repayment, and not constitute a debt or obligation of any state or any other local government. The bonds or debt instrument shall include a recital establishing that the bond or debt instrument is an obligation of the Authority and is not an obligation of any state or other local government.

- 8.3. To the extent permitted by the Applicable Laws, bonds and other debt instruments may be issued by the Board in such amounts, maturities, denominations, form or forms, interest rates, including provisions for the varying of interest rates, discounts or premiums, with such bond insurance or other guarantees, and with such other terms and provisions as the Board may determine, or as the Executive Director or other designated official may determine within parameters established by the Board by Resolution or Ordinance. The Board may provide for redemption of bonds or other debt instruments prior to maturity on such notice, and at such times, and with such redemption provisions determined by the Board or within parameters established by the Board. Bonds and other debt instruments may be sold by negotiation or by public or private sale, in any manner and for any price and subject to any terms and conditions as the Board deems in the interest of the Authority, subject to the Applicable Laws.
- 8.4. In the discretion of the Board, any bonds or other debt instruments issued by the Authority may be secured by a trust agreement or indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company, to be selected by the Board in such manner as it may elect. Such trust may pledge or assign all or any revenues, grants, contracts, funds, or accounts of the Authority.
- 8.5. The Authority may enter into any contract or covenant as the Board may elect with holders of any of its bonds or other debt instruments as to the security and payment of the debt instrument, whether held in trust or otherwise. The provisions in any Resolution or indenture providing for the issuance and security of any bonds or other debt instruments of the Authority shall constitute an enforceable contract with the holders of any such bonds or other debt instruments.

9. Executive Director

- 9.1. The Executive Director is authorized to:
 - a. Employ, discharge, and supervise employees and consultants in the administration, operation, planning, and construction activities of the Authority;
 - b. Report at meetings of the Board on the activities of the Authority;
 - c. Sign, or designate others to sign, all duly authorized demands, salaries, and recurring charges;
 - d. Have charge, or designate others to have charge, of all procurements, leases, agreements for the Authority, subject to any rules established by the Board;
 - e. Recommend to the Board the Replacement Bridge toll rates and toll policies necessary to pay the costs and expenses of the Authority, and to fulfill other obligations of the Authority, considering the results of any traffic and revenue studies prepared by qualified consultants;
 - f. Accept, execute, or consent to any grant, bond or other financing obligation, or any deed, lease, or other document conveying an interest in real property that has been duly authorized by the Board, or as may otherwise be authorized pursuant to a rule of the Authority; and
 - g. Perform such other duties as may be incidental to fulfilling its responsibility as chief administrative officer of the Authority, and any additional duties as may be conferred upon the Executive Director by the Board.

EXHIBIT C
Intergovernmental Transition Plan

The Parties agree to cooperatively undertake the activities outlined in this *Intergovernmental Transition Plan*. Upon completion of the Intergovernmental Transition Plan, the Board, without approval of the Parties, may approve a restated Charter removing all references to the Intergovernmental Transition Plan.

1. Appointment of Initial Board and Setting Initial Board Meeting Date

The Parties agree as follows:

- 1.1. Following execution of this Agreement, the Port shall deliver copies of the Agreement to the Secretaries of State of Oregon and Washington, and to each of the Parties.
- 1.2. Following the Agreement Effective Date, the Bi-State Working Group will remain in effect until the Authority Formation Date, at which time, without any further action by the Parties, the Bi-State Working Group shall be disbanded, and the Authority shall assume lead responsibility for the Replacement Bridge. The Port shall continue as the Grantee for the grants described in Section 10.1 of the Charter until these grants are closed by the Port.
- 1.3. Within thirty (30) days from the Agreement Effective Date, or as soon thereafter as practical, the Klickitat County Commission and the Hood River County Commission shall each adopt a resolution establishing the procedure and criteria it will use for the nomination and appointment of Directors and Alternates. Prior to the county's consideration of the resolution, the chairs of the county commissions, or its designees, shall consult with the Parties situated within the county regarding the role of the Parties in the nominating process.
- 1.4. Within thirty (30) days from the adoption of the resolution described in Section 1.3, above, or as soon thereafter as practical, Klickitat County and Hood River County shall each appoint its members of the Initial Board.
- 1.5. The Initial Board shall take office on July 1, 2023, or as soon thereafter as practical. Between their appointment to the Initial Board and June 30, 2023, prospective Directors and Alternates, other than any that may be a member of the Bi-State Working Group, shall be invited to participate in Bi-State Working Group meetings, an instructional program on the Replacement Bridge Project and the Authority, and a training program for new public officials.

2. Meetings

Prior to June 30, 2023, the chair of the Klickitat County Commission, or its designee, and the chair of the Hood River County Commission, or its designee, shall agree on a schedule for Regular Meetings of the Board through September 30, 2023. The first Regular Meeting shall be during July 2023, or as soon thereafter as practical, provided, however, the first Regular Meeting may not be held prior to the effective date of the insurance coverage described in Section 4.2.d.v, below. The Regular Meeting schedule may be revised from time to time. Notice of each these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date in the manner described in Section 2.1 of Exhibit B.

3. Capitalization of Authority

- 3.1. The Parties acknowledge the successful implementation of the Replacement Bridge requires that funding be obtained to pay Authority costs and expenses until such time as tolls are collected on the Replacement Bridge, and to capitalize reserves for the construction, operation, governance, and financing of the Replacement Bridge.

- 3.2. The Parties and the Authority shall make good faith efforts to agree by January 1, 2024 on a plan to make additional local resources available for Authority costs and reserves. The Parties and Authority may consider such options as increased toll rates on the Existing Bridge dedicated to capitalizing the Authority, commitments by one or more of the Parties to provide in-kind services or other resources to the Authority, and securing third-party funding commitments and/or back-up pledges for the Authority.

4. Regulatory Compliance Documents

- 4.1. To facilitate the transition of responsibility from the Port to the Authority for fulfilling the requirements of a Regulatory Compliance Document prepared (as described in Section 15 of the Charter), the Port agrees that at times and in the manner the Port determines it will:
 - a. Provide the Bi-State Working Group an opportunity to review and comment on the Regulatory Compliance Document prior to its approval, issuance, or execution; and
 - b. Subject to any federal or state agency approvals, and Port approval. incorporate in each Regulatory Compliance Document a statement to the effect that the as of the Authority Formation Date, the Authority will be the Project Sponsor, the primary point of contact for the Replacement Bridge, and responsible for compliance with the requirements of the Regulatory Compliance Document.

5. Administration

The Authority and Port will seek to cooperatively prepare and execute an agreement describing the activities, budget, and procedures under which the Port will provide certain technical and administrative services to the Authority during, at a minimum, FY2023-2024. This agreement is anticipated to be approved and executed by the Authority and the Port promptly following the Authority Formation Date. Unless revised by agreement of the Port and the Authority, the agreement will generally follow the concepts outlined below, which will have no force or effect unless and until the agreement is approved and executed by the Authority and Port.

- 5.1. Notwithstanding the Primary Place of Business designated in Section 2.3 of the Charter, the offices and mailing address of the Authority shall be those of the Port of Hood River until the Authority establishes an office or its own.
- 5.2. Until the Port or Authority decide otherwise, the Port shall provide staffing and other support for the Authority, including, but not limited to, as follows:
 - a. The executive director of the Port, or its designee (which may be a consultant), shall be the interim Executive Director of the Authority;
 - b. The chief financial officer for the Port or its designee (which may be a consultant), shall be the interim chief financial officer for the Authority;
 - c. Section 4.2(a) or Section 4.2(b), above, shall not be applicable if the Port's executive director position or Port's chief financial officer position, respectively, is or becomes vacant. In such event, the Board, in its discretion, may elect to hire or retain personnel to fill the vacant position temporarily or permanently; and
 - d. Subject to approval of the proposed work scopes and budgets by the Port, until such time as determined by the Authority, the Port shall:
 - i. Perform the administrative functions of the Authority, such as providing public notice of Board meetings, budget preparation, maintenance of financial accounts, and staffing Board meetings;

- ii. To the extent permitted by the 2022 Acts, incorporate the budget of the Authority in the budget of the Port;
- iii. Procure supplies or equipment needed by the Authority, if any.
- iv. Retain Legal Counsel separate from the Port's legal counsel for which the Authority is the client, holder of any attorney-client privilege, and owner of any attorney work product;
- v. Purchase liability (including but not limited to Directors' and Officers' insurance, or its equivalent) and other appropriate insurance coverage for the Authority that is comparable to the insurance coverage practices of similar entities;
- vi. Maintain the Authority's Public Records and process requests for review or reproduction of the Authority's Public Records in accordance with the Applicable Laws as follows:
 - 1) The Authority's Public Records shall be stored and made available for public inspection at the main office of the Port;
 - 2) Requests to review or reproduce Public Records of the Authority shall be directed to the Executive Director of the Authority, the Authority in the absence of the Executive Director, or their designee. Upon receipt of a Public Records Request, the Executive Director, or the Authority, or their designee shall transmit the request to the Port for physical processing based on the directions of the Authority or the Authority's Legal Counsel;
 - 3) The Port may impose reasonable charges for compiling and providing copies of the Authority's Public Records, consistent with the charges it imposes for Port Public Records, and not to exceed any maximum amounts under the Applicable Laws of the Authority; and
 - 4) Legal Counsel shall determine if a Public Records Request is exempt in whole or part from public disclosure. The ruling by Legal Counsel shall be final, unless within five business days following the ruling an affected person delivers to the Executive Director a written petition for Board review of the ruling and, upon its review, the Board overturns or revises the ruling.

5.3. Unless otherwise agreed by the Port, the Port shall be paid or reimbursed for the costs and expenses incurred for the activities described in this Section 4. Payment or reimbursement to the Port shall be from monies made available for the Replacement Bridge or Authority by federal or state grants, toll revenue from the Existing Bridge, or any other eligible funding source.

EXHIBIT D
Hood River and Klickitat County Nomination Guidance

I. Purpose of Guidance

This guidance outlines certain aspects of the nomination and selection process for Board Members to the Hood River White Salmon Bridge Authority (Bridge Authority) which the counties will incorporate into their respective rules and procedures. It also summarizes attributes and responsibilities of members of the Hood River White Salmon Bridge Authority which the counties can share with prospective nominees.

II. Organizational Relationships

Hood River County (within the state of Oregon) has the responsibility to appoint the Oregon members of the Bridge Authority. Hood River County will conduct a public nomination process to solicit prospective members for consideration, including requesting official nominations from the City of Hood River and the Port of Hood River. The Hood River City Council and the Port of Hood River Commission are expected to formally nominate candidates for consideration.

Klickitat County (within the state of Washington) has the responsibility to appoint the Washington members of the Bridge Authority. Klickitat County will conduct a public nomination process to solicit prospective members for consideration, including Bingen City Council and the White Salmon City Council are expected to formally nominate candidates for consideration.

III. Efforts the New Board will Address

The Bridge Authority will be responsible for design and construction of a replacement bridge and removal of the existing White Salmon – Hood River bridge. Once operational the Authority will be responsible for operations of the new bridge.

It is expected that the Bridge Authority will evaluate and award contracts, hire and fire staff as needed. There will be extensive interfaces required with state and federal officials to obtain financing. The Bridge Authority will oversee significant interfaces by contractors and staff with various government agencies as permits are opened and closed, MOAs and MOUs are developed and executed through the life of construction.

A well-rounded Bridge Authority will best position the authority to successfully replace the local bridge in a timely manner as well as safely operate the new bridge in the best interest of the citizens and businesses on both sides of the river.

Scope control of the new bridge design as well as construction will be paramount in the control of the total project cost and schedule. This becomes even more critical in periods of inflation which the project now faces. Timely, well considered decisions will be imperative to success. Thus, board members must have the technical acumen to understand multiple issues that at times are not intuitively linked but can produce both positive and negative consequences.

There are two distinct phases that the board will have to address and manage. They are:

A. New Bridge Construction Configuration / Removal of Existing Bridge

1. Seek and obtain funding for the new bridge from a wide range of sources (State of Oregon, Washington, Federal, Loan and Bonds).
2. Selection of final bridge attributes (configuration, sizing, location, etc.)
3. Award and oversight of major contracts

4. Manage scope of the new bridge to the estimate and schedule baseline. Decide as needed scope adjustments to live within the budget.
 5. Interface management with
 - a. a host of governmental and tribal government agencies
 - b. numerous public bodies
 - c. the general public as well as the Port of Hood River to ensure a safe construction period, ensuring the public and others are protected from heavy construction activities.
 - d. the Port/New Bridge required coordination activities. These will be numerous and will evolve during the entire period. Examples could include:
 - i. Having Port Executive Director act as the Executive Director of the Bi State Bridge Authority until a full-time person can be hired.
 - ii. Having the Port finance staff process invoices for the replacement effort until such time as a staff is assembled under the new organization.
 - iii. Having the Port act as business manager receiving and paying out expenses from Bridge Authority accounts until such time as there is dedicated staff.
 - iv. Traffic coordination in and out of the Port as construction barges and such is moved in support of the construction effort.
 - v. Development of interface protocols as they relate to public use of Port facilities during construction.
 - vi. Coordinating with the Port Commission to set up financial reserves from existing and future Port activities (i.e., toll increases tied to new bridge reserves).
- B. Bridge Operation. The Bridge Authority will be responsible for all aspects of bridge operation.

IV. Nomination and Selection process:

The Hood River County Board of Commissioners will appoint three qualified Board Members and at least two qualified alternates. Whenever a position is open, the Hood River County Board of Commissioners will seek nominees from the City of Hood River, the Port of Hood River, and the general public. Hood River County will establish a formal process for accepting submissions and considering candidates, in keeping with its practices to consider candidates for committees and commissions.

For those being nominated by either the City of Hood River or the Port of Hood River, a cover letter indicating official support will be conveyed to the County Board of Commissioners.

The Hood River County Board of Commissioners will consider each proposed candidate and select the candidates best suited to support the needs of the Bridge Authority. The County has the authority to appoint or not to appoint a particular candidate. Should official nominees from the City of Hood River or the Port of Hood River not be selected, then the chair of the Hood River County Board of Commissioners will communicate to the Mayor or Chair in writing why the official nominee was not selected. This will be done within two weeks of member selection.

Once the new bridge is operational and the old bridge has been removed, the Port of Hood River will no longer have an official role in nomination of members to the Bridge Authority.

The Klickitat County Board of Commissioners will appoint three qualified Board Members and at least two qualified alternates. Whenever a position is open, the Klickitat County Board of Commissioners will seek nominees from the City of Bingen, the City of White Salmon, and the general public. Klickitat County will establish a formal process for accepting submissions and considering candidates, in keeping with its practices to consider candidates for committees and commissions.

For those being nominated by either the City of Bingen or the City of White Salmon, a cover letter indicating official support will be conveyed to the County Board of Commissioners.

The Klickitat County Board of Commissioners will consider each proposed candidate and select the candidates best suited to support the needs of the Bridge Authority. The County has the authority to appoint or not to appoint a particular candidate. Should official nominees from the City of Bingen or the City of White Salmon not be selected, then the chair of the Klickitat County Board of Commissioners will communicate to the Mayor in writing why the official nominee was not selected. This will be done within two weeks of member selection.

-###-

Commission Memo



Prepared by: Kevin Greenwood
Date: February 21, 2023
Re: Resolution to Raise Load Restrictions

Based on the bridge load limit project update provided during the Presentations & Discussions portion of the meeting's agenda, the Commission should decide whether to raise the load limit on the bridge. While the ODOT approval and concurrence with HDR's findings enables the Port to raise the load limit, it does not compel it to do so. Therefore, Commission discussion and direction is sought on whether to move forward with raising the limits.

Without the benefit of weight scales on the bridge, staff is unable to provide specific traffic counts by these weight classes. However, the impact to the trucking industry locally is generally well understood. Attached is a list of Breezeby accounts that included vehicles with more than two axles.

Staff estimates that there has been a reduction of maintenance and repair welding from two times each year to only one. This represents annual savings of approximately \$30,000 and reduced traffic impacts. Repair welding typically takes place over the course of 3-4 days during dry, bright weather with single-lane closures. Daytime traffic volume has grown to such a degree that even short, intermittent single-lane closures can still create backups to I-84 and SR 14. It is also an inherently hazardous work zone.

Staff also reports there have been fewer instances of heavy truck damage to the bridge when the trucks accidentally hit the guardrail. This leads to fewer emergency off-hours response instances and guardrail replacement work needed, which also requires single-lane closures.

If the Commission wishes to move forward with raising the limits, approval of the attached Resolution would be recommended. If the Commission wishes to keep the load limits in place, no action is needed.

POSSIBLE ACTION: Approve a resolution authorizing an increase to the load limits on the Hood River-White Salmon Interstate Bridge.

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Commercial Breezeby Accounts featuring Trucks with more than 2 Axles

Customer name	2x	3x	4x	5x	6x	7x	8x
Crestline Construction Company,LLc	6	18		1		2	
Dietrich Trucking LlC				1		19	3
Artistic Excavation LlC	1	3		1			
M & M Excavating		2		2			
Mt.Adams Orchards	3						
Rapid Ready Mix Company		20		3			2
Middle Mountain Trucking LlC	3	4		2	1		
James Dean Construction Inc	2	13					
Full Circle	1				1		
Advanced Drainage Systems Inc	2	14					
Columbia River Gorge Nsa	8	1					
Wilson Oil Inc. DbA Wilcox & Flegel	4	4		1	6		3
Mission Construction, Inc	3	4			1		
Triple B Corporation Charlie'S Produce	14	3			9		
Gardner Trucking		2		13	13		
Ers Excavator Rental Services	2				1		
Rodney Smith Trucking Inc					3	1	
Cherry, Pear & Apple Inds., Inc.		6			2		
Tum A Lum Lumber Td	5	6			1		
Mtr Western	1	1					
Fedex Freight	5	16			10		
Nw Natural (Shrwd)	21	6					
Yellow Freight	1	2					
Franz Family Bakery	3						
Wyeast Timber Services LlC	7						
Lapo Incorporated	6	2					
Innovative Transports Corporation	11						
Tum A Lum Lumber Hr	3	2					
Manzano Orchards	3						
Level Excavating, Inc.	1	1		3	1		1
Laurence Brothers Inc		1		1			
United Salad Co	15					4	
Dickey Farms, Inc.	3	1		1	1		
Rolling Frito Lay Sales Lp		21			1		
Gorge Orchard Enterprise	1			1	1		
Swire Coca Cola	2	3		1	4	1	
Lariza Orchards, Inc.		1		1			
Motor Coach West		21					
Thomsen Family Orchards Inc	1	1					
Oak Harbor Freight Lines		12					
Kevin Vance		4					
Parr Lumber Company	4	3		2		1	
Steve Jackson	1				2	2	
Ryder Integrated Logistics		1			4		
Dustin Dennis D&D Logging LLC				2			
Jsw Logging Inc							1
Bryant Logging Inc.					1	1	
Chilton Logging Inc	2	3		3	6	2	8
Tom Arnold Logging		2		6			
Mountain Logging	8			2		1	
Jsw Logging Inc		2					
Eric Wisti Logging					2		
Jon Greenup Logging					2	3	2
Steve Jackson Logging	2				2	2	
Hattenhauer Transportation LLC Hattenhauer Transportation LLC							9
Hood River Sand & Gravel	2	7		17	11	6	1
Underwood Fruit Company					5	1	1

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**PORT OF HOOD RIVER
Resolution No. 2022-23-9**

**A RESOLUTION AUTHORIZING AN INCREASE TO THE LOAD LIMIT ON THE
HOOD RIVER-WHITE SALMON INTERSTATE BRIDGE**

WHEREAS, on March 3, 2021, the Oregon Department of Transportation (“ODOT”) imposed a lowered load rating on the Hood River-White Salmon Interstate bridge as a result of a directive by the Federal Highways Administration (“FHWA”) requiring states to evaluate the structural capacity of all bridges to carry Specialized Hauling Vehicles (single-unit trucks with closely spaced, multiple axles); and

WHEREAS, the imposed load limits were posted at posted at 24 tons for Type 3 vehicles, 32 tons for Type 3S2 and Type 3-3, 22 tons for the SU4, 24 tons for the SU5, and 25 tons for the SU6 and SU7 vehicles; and

WHEREAS, the Port commissioned from HDR Engineering a supplemental load rating analysis that culminated in live-load testing and span strengthening measures on the southern approach that were both successfully completed in 2022; and

WHEREAS, on February 17, 2023, the Port received notification from ODOT that it has accepted the results of the analysis and now recommends restoring the load limits to 25 tons for Type 3 vehicles, 40 tons for Type 3S2 and Type 3-3, 27 tons for the SU4, 31 tons for the SU5, and 34 tons for the SU6, 38 tons for the SU7, 28 tons for EV2 and 29 tons for EV3 vehicles; and

WHEREAS, the Port seeks to provide reasonable accommodation of freight hauling and emergency response vehicles in these classes while also mitigating potential damage to the 100-year old bridge; NOW THEREFORE THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

1. The posted Load Limits for the Hood River-White Salmon Interstate bridge will be restored to 25 tons for Type 3 vehicles, 40 tons for Type 3S2 and Type 3-3, 27 tons for the SU4, 31 tons for the SU5, and 34 tons for the SU6, 38 tons for the SU7, 28 tons for EV2 and 29 tons for EV3 vehicles.

2. The 15-mph speed limit for all vehicles on the bridge will remain in force.

ADOPTED BY THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS on this 21st day of February 2023.

Ben Sheppard, President

ATTEST:

Michael Fox, Secretary

Commission Memo



Prepared by: Greg Hagbery
Date: February 21, 2023
Re: Allied Maintenance LLC.
Janitorial Services Contract

Allied Maintenance, LLC (“Allied”) provides janitorial service to several of the Port’s leased buildings. They work on an annual contract basis and have done an excellent job for several years. An RFP was published on January 5, 2023 for competitive bid which received only two proposals, which were reviewed by three staff members. Based upon previous performance and overall cost, all three reviewers recommended awarding the service contract to Allied.

RECOMMENDATION: Approve Janitorial Services Contract for Port Properties with Allied Maintenance, LLC not to exceed \$65,309.

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Janitorial Services Contract

1. This Contract is between the Port of **Hood River ("Port")** and **Allied Maintenance, LLC** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction in accordance with the terms in attached Exhibits A, B and C. Port shall pay Contractor amounts stated in Exhibit C. which in total shall not exceed \$65,309.00.
2. This Contract shall be in effect from **March 1, 2023** through **February 28, 2024**. Either party may terminate this Contract in the event of a breach of the Contract by the other party after seven days written notice. Port may terminate this Contract for any reason after 30 days written notice to Contractor. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date. Notices shall be by personal delivery or mailed to the addresses listed below.
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. Contractor shall indemnify, defend, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract, except to the extent the Port is negligent and responsible to pay damages. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between 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.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Contractor: Allied Maintenance LLC

Port of Hood River

Signed: _____
Joetta Cole

POB 554, Mosier, OR 97040
(541) 478-2027/(541) 490-6632

Signed: _____

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

Exhibit A

I. SCOPE OF WORK:

Contractor shall provide Janitorial Services to the following Port owned buildings:

Big 7-	616 Industrial Street
Jensen-	400 Portway Ave.
Marina Park	(Chamber) 700 E. Port Marina Way
Marina Park	(DMV) 650 E. Port Marina Way
Port Office	1000 E. Port Marina Drive

Contractor shall provide services as outlined in attached Exhibit C. Contractor have inspected the locations. Contractor shall furnish and provide all equipment, tools and cleaning products and hand soap necessary to complete all work within the scope of this Contract. No separate payment shall be made for these items. Port shall provide all paper products and trash liners. Such items shall be requested from the Port in email to rklapprich@portofhoodriver.com or via phone at (541) 399-6136.

Contractor shall be provided with keys and cards to access the buildings. Contractor shall be responsible for all keys. Any lost or stolen keys shall be paid for by Contractor as will any cost to the Port associated with such a loss.

II. DELIVERABLES AND TIMEFRAME:

Contractor shall provide janitorial services described in Exhibit C and on that schedule. Any changes to that schedule or service agreement must be approved in advance in writing by the Port.

III. CONSIDERATION:

This Contract is an annual contract for a total amount not to exceed \$65,309.00.

Any additional work that is not covered in the Contract must be approved in advance in writing by the Port. Additional services will be paid for based on actual Contractor time at an hourly wage rate of \$42.00 per hour, unless otherwise agreed in writing by Contractor and the Port.

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
- Building name/s
- Billing rate applied
- Total hours worked

Invoices for services will be submitted on a monthly basis.

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

Exhibit B

INSURANCE

Contractors, please provide this to your insurance agent immediately.

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: _____
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 Finance Manager _____

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

Required and attached Waived by Finance Manager _____

4. Professional Liability insurance with a 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 Finance Manager _____

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 must contain a standard 30 day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River).

Exhibit C

Janitorial Services Provided	Jensen	Marina Park(Chamber)	Marina Park 2 (DMV)	Big 7	Big 7
	400 Portway Ave.	700 E. Port Marina Way	600 E. Port Marina Way	616 Industrial Rd	616 Industrial Rd
Man hours per week - 28	2	2	10	10	4
Days scheduled	T	T,R	M,T,W,R,F	M,T,W,R,F	
Restrooms				Floors 3-4	Floors 1-2
Sweep & mop Floors	1	5	5	5	1
Sanitize fixtures, sink, toilets, urinals	1	5	5	5	1
Sanitize countertops	1	5	5	5	1
Wipe and clean partitions and walls	1	5	5	5	1
Spot clean mirrors	1	5	5	5	1
Restock paper products and hand soap	1	5	5	5	1
Wax floor monthly	yes	yes	yes	Yes	NO
Strip floor wax 2 times per year	yes	yes	yes	Yes	yes
Empty trash receptacles and reline (as necessary)	1	5	5	5	5
Entry Way					
Sweep & mop Floors	1 x mo		5	5	5
Vacuum floors	1 x mo	5	NA	NA	
Clean door glass interior/exterior	1 x mo	5	5	1	
Stairs					
Vacuum	1	1	NA	5	1 time per month
Clean hand rails, spot clean walls		1	NA	5	1 time per month
Hallway					
Vacuum/Sweep/mop	1	1	1 (back & front)	5	1
Spot clean wall	1	1	1 (back & front)	5	1
Elevator					
Vacuum/sweep/mop	NA	NA	NA	1	NA
Spot clean door glass and button panel	NA	NA	NA	1	NA
Fee per building per week	\$ 82.00	\$ 84.00	\$ 410.00	\$ 420.00	\$ 164.79
Total All buildings per week	\$ 1,160.79				
52 weeks at \$1288.00	\$ 60,361.00	Port of Hood River provides-All paper products (TP, towels, liners)			
Supplies	\$ 4,948.00	Contractor provides- Cleaning supplies, cleaning equipment (mops, brooms, vacuums etc.) and hand soap			
Total Annual Contract Amount	\$ 65,309.00				