



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, September 5, 2023

Port Conference Room

1000 E. Port Marina Drive, Hood River

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit) (*Written public comment received, Page 3*)
 2. Consent Agenda
 - a. Approve Minutes from the August 15, 2023 Regular Session (*Patty Rosas, Page 9*)
 - b. Approve Res. No. 2023-24-3 Creating an Internal Bridge Committee (*Kevin Greenwood, Page 13*)
 - c. Approve Agreement with ODOT for I-84 Closures (*Kevin Greenwood, Page 21*)
 - d. Approve Lease with Blue Mountain Networks in the Big 7 Building (*Greg Hagbery, Page 33*)
 - e. Approve Res. No. 2023-24-4 Declaring Surplus Property (*Debbie Smith-Wagar, Page 51*)
 3. Informational Reports
 - a. Bridge Replacement Project Update (*Michael Shannon, Page 55*)
 4. Presentations & Discussion Items
 - a. Commission Meeting Schedule (*Kevin Greenwood, Page 65*)
 - b. Public Relations Services Scope of Work Discussion (*Genevieve Scholl, Page 67*)
 5. Executive Director Report (*Kevin Greenwood, Page 143*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Approve Contract with Ecological Land Services for Wetland Mitigation Project at the Airport (*Greg Hagbery, Page 169*)
 8. Commission Call
 9. Confirmation of Commission Directives to Staff
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10. **Executive Session** - If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, **ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection**, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations.

11. Possible Action

12. Adjourn

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

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

From: Kent Schaffer <[REDACTED]>

Sent: Thursday, August 31, 2023 1:32 PM

To: porthr@gorge.net

Subject: Re: Reminder - Toll increase goes into effect tonight at midnight

An unlimited annual family pass for around \$500 for locals that have to cross this bridge to get to work everyday and raising the toll for people without a pass and are just here on vacation to \$5-\$6 is the only reasonable thing to do here. You are going to kill the local economy making people pay thousands of dollars a year just to cross a bridge.

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From: [Renaud Pelletier](#)
To: porthr@gorge.net
Subject: Marina Parking Fee
Date: Thursday, August 17, 2023 7:22:55 AM

I just learned of the new parking fee. I am very much against it.

I have been a user of the marina for bass fishing for over 40 years. I launch there 10-15 times per year. I also stay in HR motels and use local restaurants for 3-7 of those trips. I will not pay the new, exorbitant fee to park there in the future. I have heard the fee is being introduced to cover future loss of bridge tolls and insufficient port tax revenue which have contributed to funding local parks, trails and marina maintenance. It is a very nice marina except for poor upkeep of the restrooms. I believe the admitted low port property tax rate should be increased to cover the needed revenue.

Sent from my iPad

From: [Trevor Weisbach](#)
To: [Genevieve Scholl](#)
Subject: Re: Ticket on Monday 8/14
Date: Wednesday, August 16, 2023 9:20:32 AM

Thank you for your email. I will pay according to my hourly time at the Marina.

Please consider selling some of those port properties, like the airport and empty lots in Odell to better fund this project, instead of continuing to siphon money from your neighbors. I've been to each of the bridge meetings and that paragraph of info does not feel genuine.

Good to hear that you are sorry to say all of it though. Have a great day.

On Wed, Aug 16, 2023 at 9:09 AM Genevieve Scholl <gscholl@portofhoodriver.com> wrote:

Hi Trevor and thank you for your email I'm sorry you got a ticket. Paid parking at the Marina started in June so if you haven't visited the Marina since then I can see that it would be a surprise.

The reason the Port is charging for parking at the Marina now is directly related to the Commission's goal to stop using toll revenue to subsidize the parks by 2026. For many years, the Port has utilized some toll revenue to fund the waterfront parks and recreational amenities, including the Marina and the waterfront trail. This practice is ending due to the significant costs to maintain and eventually replace the bridge, and we are on a very tight deadline to find other revenue and solutions to keep the parks funded. Typically, municipalities will use property tax revenue to fund public parks and trails and other amenities, but the Port's tax rate is only \$0.03322 per \$1,000 in assessed value. This means that most households in the County pay less than \$20 a year to the Port each year. So, with toll revenue subsidies ending and no property tax revenue, user fees are going up and being newly implemented where there weren't any prior. This includes the Marina, I'm sorry to say. It is still free to launch, but payment is required for parking.

For your ticket - I can't dismiss it, but since it's your first one, I can accept payment for the time you were parked instead of the whole \$40 ticket cost as a courtesy. Just use the envelope that came with the ticket, enclose the ticket and write a note on it that I said I would accept the lower payment, and a check for the time you were parked. It's \$2.50 per hour up to \$15 for the day.

Hope that helps a little and let me know if you have any questions.

Genevieve Scholl

Deputy Executive Director

Port of Hood River

<https://portofhoodriver.com>

<http://facebook.com/PortofHoodRiver>

<http://twitter.com/PortofHoodRiver>

(541) 386-6145

Pronouns: she, her, hers

From: Trevor Weisbach <[REDACTED]>
Sent: Tuesday, August 15, 2023 7:29 PM
To: porthr@gorge.net
Subject: Ticket on Monday 8/14

Hello,

We came down to the marina on Monday to enjoy a windless day on the water, one of only a few we get each year. We came back to a ticket on our car, the first I have ever received in 12 years living here? And an extremely expensive one at that! I am a resident of Bingen and use this bridge every single day, and have paid more than my fair share in toll fees. This is a disgusting move by the port of hood river, an organization built and sustained by taking advantage of your own neighbors. I am extremely displeased and will fight this ticket at any turn. Please understand that your aggressive stance ticketing the public is greatly disappointing.

Trevor Weisbach

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Trevor Weisbach

NW Zia Works, OR, AK, & ID

[REDACTED]

[REDACTED]

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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, Heather Gehring, Ben Sheppard, Mike Fox, and Tor Bieker. **Legal Counsel:** Kristen Campbell. **Staff:** Kevin Greenwood, Genevieve Scholl, Debbie Smith-Wagar, Greg Hagbery, and Patty Rosas. **HNTB:** Michael Shannon. **Guests:** Steve Wrye, Christine Holland, and Kelly Yearick.

ABSENT: Daryl Stafford, and Ryan Klapprich.

MEDIA: Noah Noteboom, Columbia Gorge News (left at 6:08 p.m.)

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

a. Modifications or additions to the agenda:

- 1) Move Consent Agenda items 2(b) and 2(g) to Action Items.
- 2) Commissioner Mike Fox requested that they review the comments he submitted to staff regarding items on the agenda. A copy was provided to the Commission. Commissioner Chapman suggested that they allow time for Commissioners to review the document and discuss it at the next meeting. There was consensus from the Commission to discuss the document at the next meeting if necessary.

b. Public Comment:

- 1) **Steve Wrye**, Hood River resident, commented that the new parking fees are too high, and the mobile application is difficult to use. Wrye requested a \$30 annual fee for parking.

2. CONSENT AGENDA:

- a. Approve Minutes from July 11, 2023 Regular Session
- ~~b. Approve Commissioner Committee Assignments~~
- c. Approve Lease with Northwave, Inc. in Suite 120 of the Jensen Building
- d. Approve Addendum No. 3 to Lease with Earth and Muscle in Suite 102 of the Marina Park #1 Building
- e. Approve Lease Extension with Aletta Wilson, LMT in Suite 101 of the Marina Park #1 Building
- f. Approve Amendment No. 2 to the FBO Agreement with Hood Aero at the Ken Jernstedt Airfield
- ~~g. Approve Resolution 2023-24-2 Approving Check Signing Authorization for Port Bank Accounts~~
- h. Approve Accounts Payable to Campbell Phillips in the Amount of \$8,939.50

Motion: Move to approve Consent Agenda with items B & G moved to Action Items.

Move: Sheppard

Second: Fox

Discussion: None

Vote: **Aye:** Chapman, Gehring, Sheppard, and Bieker

Nay: Fox

MOTION CARRIED

3. INFORMATIONAL REPORTS: None

4. PRESENTATIONS & DISCUSSION ITEMS:

- a. **CRuSE/Forth Mobility Pilot Project Closeout Presentation** – Kelly Yearick, FORTH Mobility, provided a presentation on the CRuSE program. Yearick discussed the program objectives which

are to increase access to clean transportation and EV charging. Also presented was a timeline and walk through of their accomplishments, challenges, and learnings. Yearick then turned to Christine Holland, FORTH Mobility, for a brief overview of total program costs. A discussion ensued regarding the program costs and the potential use or removal of the EV charging station hosted by the Port on N. 1st Street.

- b. **Fiscal Year 2022-23 Year End Financial Report** – Debbie Smith-Wagar, Finance Director, briefly summarized the financial review for the year ended. Smith-Wagar emphasized that the Bridge Replacement information is all in one fund that started in the last fiscal year. Some of the report highlights were a slight increase in toll revenue, as well as a significant increase in interest income for all funds. Lease income also increased about 5% in fiscal year 2023. Smith-Wagar noted that all line items were well within budget. Commissioner Fox commented that area managers should be providing this report for their areas with an analysis of what happened and how it can be improved. Smith-Wagar replied that once the new financial software is in place it will be easier for staff to provide the reports that Commissioner Fox is requesting.
- c. **Committee Formation Policy Discussion** – Kevin Greenwood, Executive Director, noted that staff was contacted about the creation of a Bridge Committee for the current Hood River Bridge. Greenwood walked through the different types of Committees. Staff recommended that the Bridge Committee be an Internal Committee. Greenwood requested to be the lead staff person on the new Committee, and he would bring in other managers as needed. A discussion followed regarding the formation of the Bridge Committee. The discussion concluded with consensus from the Commission to proceed with an Internal Committee and change Section 1(E) on the draft resolution to incorporate Commissioner Fox’s recommendation with modifications.

The Commission discussed inactive Committees and there was consensus from the Commission to remove The Architectural Site Review Committee and the Community Relations Committee. Staff was also directed to clarify in the Governance Policy that Commission positions on “standing” Committees are non-voting.

Commissioner Committee Assignments – Approve Commissioner Committee Assignments.

- Motion:** Move to approve Committee Assignments as discussed.
- Move:** Gehring
- Second:** Bieker
- Discussion:** Genevieve Scholl, Deputy Executive Director, noted that the approval of the Committee Assignments includes a recommendation to nominate Commissioner Ben Sheppard and Commissioner Heather Gehring to the Hood River Urban Renewal Agency. Scholl also clarified that the Personnel Committee needs to be corrected to add Kevin Greenwood as the Executive Director. Commissioner Chapman requested that she be removed as the lead and placed as the alternate for the Hood River County Chamber of Commerce and Visit Hood River Committee and recommends that Commissioner Gehring be added as the lead. Smith-Wagar noted that she needs to be added as the Finance Director on the Budget Committee. Commissioner Gehring requested that Commissioner Tor Bieker be added as the lead to the Airport Advisory Committee, and Commissioner Gehring as the alternate. There was also Commission consensus to remove the

Bridge Tolling Committee and clarify in the Governance Policy that there be a lead and an alternate on each Committee.

Vote: **Aye:** Chapman, Gehring, Sheppard, Fox, and Bieker

MOTION CARRIED

5. **EXECUTIVE DIRECTOR REPORT:** Greenwood provided an update on the gearbox. The motor is in good condition and the gearbox should be repaired in 3-4 weeks. Ryan Klapprich, Facilities Manager, will be contacting helicopter companies to replace the gearbox. Scholl has contacted various agencies to inform them of the closure on November 3 through November 6 for the Wire Rope Replacement Project. Commissioner Sheppard suggested completing welding work on the bridge during the closure. Greenwood noted that parking fees have brought in approximately \$50,000 compared to last year. Staff is anticipating about \$75,000 by the end of the season. A discussion ensued regarding the parking fees and mobile application. Commissioners directed staff to post on social media and the Port website the QR code for the mobile application for Marina and Waterfront parking. Staff was also directed to add signs at the Marina Boat Launch parking lot stating that annual passes were valid there too.

6. **COMMISSIONER, COMMITTEE REPORTS:**

a. Commissioner Fox Commented that Representative Tawna Sanchez from the Joint Transportation Committee visited the project site on August 15 and toured the Geotechnical investigation in the river. Senator Daniel Bonham is scheduled to visit on August 16. Commissioner Fox added that they will be submitting the federal grant application next week.

7. **ACTION ITEMS:**

a. **Approve Resolution No. 2023-24-3 Establishing Accounts Receivable Policy.**

Motion: Move to approve Resolution No. 2023-24-3 establishing an accounts receivable aging monitoring policy with noted changes in discussion.

Move: Sheppard

Second: Fox

Discussion: A discussion ensued regarding the policy. The Commission directed staff to no longer send out monthly invoices to tenants, instead staff will send out a yearly notice of what is due. Staff was also directed to change Section 3(D) to 45 days.

Vote: **Aye:** Chapman, Gehring, Sheppard, Fox, and Bieker

MOTION CARRIED

b. **Approve Security Worker Position Authorization** – Greenwood noted that the Personnel Committee has reviewed the position. The position is still within the budget.

Motion: Move to authorize Security Patrol Worker position subject to legal review.

Move: Fox

Second: Sheppard

Discussion: None

Vote: **Aye:** Chapman, Gehring, Sheppard, Fox, and Bieker

MOTION CARRIED

c. **Approve Resolution 2023-24-2 Approving Check Signing Authorization for the Port Bank.**

Motion: Move to approve Resolution No. 2023-24-2 authorizing Kevin Greenwood, Genevieve Scholl, Debbie Smith-Wagar, Kristi Chapman, and Tor Bieker as Signatories for Port bank accounts.

Move: Gehring

Second: Fox

Discussion: Staff explained the reasoning behind multiple check signers in the past which was mainly due to being short staffed.

Vote: **Aye:** Chapman, Gehring, Sheppard, Fox, and Bieker
MOTION CARRIED

8. COMMISSION CALL:

- a. Commissioner Sheppard attended a meeting last week with the engineers and staff regarding Lot 1. Commissioner Sheppard was impressed with staff's ability to answer all his questions as well as completing all directives from the Commission.

9. CONFIRMATION OF DIRECTIVES:

- a. Clarify in the governance policy that Commission positions on Ad Hoc Committees are non-voting
- b. Provide QR code for mobile application to pay for parking on Port website and social media.
- c. Add signs at the Marina Boat Launch parking lot stating that annual passes are valid there too.

10. EXECUTIVE SESSION: President Kristi Chapman recessed Regular Session at 6:59 p.m. to call the Commission into Executive Session under ORS 192-660(2)(e) – Real Property Transactions.

11. POSSIBLE ACTION: The Commission was called back into Regular Session at 7:03 p.m. No action was taken as a result of Executive Session.

12. ADJOURN: The meeting was adjourned by unanimous consent at 7:04 p.m.

ATTEST:

Kristi Chapman, President

Michael Fox, Secretary



Prepared by: Kevin Greenwood
Date: September 5, 2023
Re: Bridge Committee Resolution

At the August 15 regular meeting, the Commission discussed several issues related to the Committee section of the Governance Policy.

1. Creating an Internal Bridge Committee allowing Commission members the opportunity to more fully review and provide feedback on current Bridge repairs and maintenance.
2. Discussion of standing, executive, ad hoc, internal, and statutory committees.
3. Discussion of the purpose of internal committees.
4. Adding a second commissioner to standing committees.
5. Removing two currently inactive committees.
6. Clarifying that Port Commissioners are non-voting members of internal and standing committees.
7. The Port Commission has no power to appoint or delegate any part of its power or authority to any committee except the executive committee as stated in ORS 777.933.

It should be noted that the Committee Assignments presented in the Consent Calendar last meeting had an error in listing the membership on the Internal Finance Committee. The roster incorrectly stated that the President and Treasurer were members of the Internal Finance Committee but the actual policy states that it is the Secretary and the Treasurer. The Committee Assignments approved last meeting will be corrected as a scribe's error.

In addition to the adoption of this resolution, staff/legal would like to undertake a full review of the Port's governance policies to make actions more efficient and transparent.

RECOMMENDED ACTION: MOTION to approve Resolution Number 2023-24-3 creating an internal Bridge Committee.

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Port Of Hood River

Mission and Policies

- I. Strategic Plan
- II. Governance**
- III. Financial Procedures
- IV. Ordinance 22 [Rules and Regulations for Recreational Properties]
- V. Personnel Policies
- VI. Public Information Request Form
- VII. Real Estate Transaction Policy

6. **Committees.** Committees support the responsibilities of the Executive Director for day-to-day operations of the Port, providing a mechanism for the Commission to execute its fiduciary responsibilities. Committees may be created, and their members appointed by the President, with the concurrence of the Commission.

Port committees exist at the discretion of the Commission and may be formed, dismantled, inactivated, or activated as [needed to achieve Port goals and objectives](#). The functions of a committee shall be designated by the Commission at the time the committee is created. It shall be the responsibility of a committee to investigate, discuss, and collect information on behalf of the Commission. Committees do not have the authority to act on behalf of the Port Commission unless specifically authorized by vote of the Commission, [pursuant to ORS 777.933](#).

[Standing or Executive C](#)ommittees that are given authority to make decisions for the Commission, or to collectively make recommendations to the Commission for action, will follow Oregon's Public Meetings Law and will require a public notice of meetings, a quorum present, and minutes recorded. Public Meetings Law does not apply to committees whose members are charged to form their recommendations individually rather than collegially through a quorum requirement.

The [Bridge](#), Finance and Personnel Committees are internal committees. The President and Vice President serve as members of the Personnel Committee. The Secretary and Treasurer serve as members of the Finance Committee. [Any two Commissioners shall serve as members of the Bridge Committee. These](#) committees assist staff with operational and preliminary issues. It is not necessary that a quorum be present for an internal committee member to act. Any recommendation by an internal committee member to the Port Commission shall be made individually rather than collegially with another internal committee member, even if committee members agree on a recommendation.

The Budget Committee, mandated and governed by ORS 294.336, is a statutory committee whose membership consists of the members of the Commission and five private citizen appointees.

Ad Hoc Committees have limited assignments not to exceed two years. They support the vision, goals, and objectives of the Commission and the Strategic Plan, and are set up around a specific budgeted activity where it is desirable to have public involvement. Membership and quorum requirements will be determined at the time of creation. Ad Hoc committees terminate upon completion of the assignment or by a majority vote of the Commission.

Committee members must be residents of the Port District at all times during their service on a committee. Each Committee shall include at least one Commissioner. [Unless](#)

specified otherwise by motion, Port Commissioners are non-voting liaisons to Internal or Standing Committees. Staff may serve on committees as ex-officio members.

The Port shall use the following procedures to recruit members of the public to serve on Statutory, Standing or Ad Hoc Committees according to the following process:

- Advertise position vacancy in local media for two (2) consecutive weeks.
- Require applicants to complete and return to the Port a written application, which shall include the applicant's personal information, background and experience, list of community activities, and statement of desire to be a member of the particular committee.
- Review applications and select those to be interviewed.
- Interview candidates. The Commission may choose to forego the interview process if the entire Commission is in agreement.
- Appoint member(s) to the committee for a designated term if term length is specified or to an indefinite term.
- Unless modified by a majority vote of the Commission, the following shall apply to the membership and term of committees:

COMMITTEE	MEMBERSHIP	Length of Term	Quorum Required
Airport <u>(Standing)</u>	Two Commissioners Seven Public Airport FBO Staff Support- <u>Executive</u> Director or Development Manager	3 years	Yes
<u>Bridge (Internal)</u>	<u>Two Commissioners</u> <u>Staff Support – Executive Director and others</u>	<u>2 years</u>	<u>No</u>
Architectural Site Review (Currently inactive)	One Commissioner or Port Director One Independent Architect Three Public (full-time residents of Port District) City Planner (ex officio)	3 years	Yes
Budget <u>(Statutory)</u>	Five Commissioners Five Public (ORS 294.336) Staff Support- <u>Executive</u> Director; Finance <u>Director</u>	3 years	Yes
Community Relations (Currently inactive)	One Commissioner Port Director Port Newsletter Contractor Two Public (full-time residents of Port District)	3 years	No
Finance (Internal)	Commission Secretary & Treasurer Staff Support- Finance <u>Director</u>	1 year	No
Marina <u>(Standing)</u>	<u>Two Commissioners</u> Five Public (full-time residents of Port District) to include moorage tenant representation by one sailboat user, one power boat user, one boathouse user; and liaison from Hood River Yacht Club and Youth Sailing Program Staff Support – Marina Manager; <u>Executive</u> Director; Facilities <u>Manager</u>	3 years	Yes
Personnel (Internal)	Commission President & Vice-President Staff Support- <u>Executive</u> Director	1 year	No
Waterfront Recreation <u>(Standing)</u>	<u>Two Commissioners</u> Seven Public (full-time residents of Port District, including outside city limits); Broad representation of business owners, school operators, marina tenants, recreational users Staff Support- Waterfront <u>Manager</u>	3 years	Yes

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PORT OF HOOD RIVER
Resolution No. 2023-24-4

A RESOLUTION CREATING AN INTERNAL BRIDGE COMMITTEE

WHEREAS, the Governance Policy for the Port of Hood River Board of Commissioners was last updated on June 23, 2016, via Resolution No. 2015-16-11; AND

WHEREAS, Section 6 of the Governance Policy states that "...committees exist at the discretion of the Commission and may be formed, dismantled, inactivated or activated as conditions dictate"; AND

WHEREAS, the Commission would like to create an internal committee to assist staff with operational and preliminary issues related to the existing Hood River Bridge; AND

WHEREAS, the Commission would like to update other technical details within the policy;
NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Committee Types. Standing, Internal, Statutory, Ad Hoc and Executive.

Section 2. Creation of Bridge Committee

- A.** Name: Bridge Committee
- B.** Type: Internal
- C.** Membership: Two members of the Port Commission
 - a. Charter appointments shall be Commissioners Fox and Bieker
 - b. Subsequent appointments to be appointed by the President with the concurrence of the Commission
- D.** Term: Two Years aligning with position terms
- E.** Purpose: Review and provide feedback on capital expenditures and maintenance programs of the current bridge. Evaluate and provide feedback on future project planning and execution of projects to keep the current bridge safe. Evaluate and provide feedback on management tools for identifying and addressing planned, anticipated, and emerging issues facing the safe operation of the bridge
- F.** Staff Support: Executive Director and others as needed
- G.** Meetings: To be determined by members of the Committee

Section 3. Committees Dismantled

- A.** Architectural Site Review Standing Committee
- B.** Community Relations Standing Committee

Section 4. Defining Membership

- A.** The Marina Committee shall include two Port Commissioners
- B.** The Waterfront Recreation Committee shall include two Port

Commissioners

- C. Port Commissioners on Standing Committees are considered liaison, non-voting Committee members.

Section 5. Codification. Staff is directed to codify this amendment into the Governance Policy according to past administrative practices.

Section 6. Effective Date. Resolution shall take effect upon adoption.

Adopted by the Board of Commissioners of the Port of Hood River on this 5th day of September 2023.

SIGNED

ATTEST

Kristi Chapman, President

Michael Fox, Secretary



Prepared by: Kevin Greenwood
Date: September 5, 2023
Re: Toll Reimbursement Agreement w/ODOT

The Port has traditionally supported both ODOT and WSDOT highway operations during emergency conditions by allowing semi-trucks and other vehicles to wait on Lot 1 during highway closures and waiving tolls for vehicles needing to cross the bridge during these weather/emergency events.

ODOT would like to formalize this relationship as needed codifying the use of the bridge as a detour during inclement weather events or other naturally occurring events that prevent the use of Interstate 84 by the travelling public.

This agreement would allow ODOT to pay the Port for reimbursement of waived tolls. The Port would report on the number of vehicles, types of vehicles, and the amount of tolls from traffic using the northbound lane of the bridge during a closure of I-84 by the State of Oregon.

The Port would invoice the State soon after the detour has been lifted and ODOT will name the individuals with the right to close and re-open the highway.

This would be a two-year program and State agrees to pay the Port within 45-days of receipt by the State of the invoice a maximum amount of \$100,000 over the life of the agreement, or \$50,000 in any given calendar year.

At the new rates, this amount would equal 14k cash trips and 28k BreezeBy trips. An average day in December 2022 had about 9600 trips.

This is a great first step in developing a partnership with ODOT and based upon usage and impacts could be re-negotiated at the next cycle.

RECOMMENDATION: MOTION to approve signing an intergovernmental agreement with ODOT for reimbursement of waived tolls on the Hood River Bridge.

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**INTERGOVERNMENTAL AGREEMENT
Hood River Bridge Tolling Waiver
Port of Hood River**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and the PORT OF HOOD RIVER, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The Columbia River highway, Interstate 84 (I-84), Oregon Highway No. 003 and the approaches to the Hood River Bridge from I-84 are a part of the State Highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. The Hood River Bridge which connects Oregon State and Washington State in the vicinity of the city of Hood River is under the jurisdiction and control of the Port of Hood River.
4. The Parties wish to utilize the Hood River Bridge as needed as a detour during inclement weather events or other naturally occurring events that prevent the use of I-84 by the travelling public.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree that Agency shall allow State the use of the Hood River Bridge to northbound traffic in conjunction with its use as a detour during inclement weather or other naturally occurring events requiring the closure of I-84 eastbound to the travelling public, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Parties agree that the total estimated cost of the Project shall be limited to a total of \$100,000 for the life of this Agmt, with no more than \$50,000 to be paid to Agency in any given calendar year without the prior written consent of State. Any changes approved by the Parties that increase the overall stated value of this Project shall be documented through a fully executed amendment to this Agreement.

3. The Parties agree that State shall reimburse Agency for those tolling fees as follows:
 - a. Agency shall keep a record of the number of vehicles, the types of vehicles and whether the tolls are paid using cash or BREEZEBY while using the northbound lanes of the Hood River Bridge during a closure of I-84 at State's request.
 - b. 3(a) above shall be calculated from the time that State requests that Agency suspends tolling of the northbound lanes of the Hood River Bridge until such time that State notifies Agency to resume tolling. The Parties shall agree on the start and end times and document said times in writing.
 - c. Reimbursement to Agency shall be at the fee rates as described in the attached tolling schedule, marked 'Exhibit B', attached hereto and by this reference made a part hereof.
 - d. Payment request by Agency shall be made to State immediately following the end of any detour period as requested by State. Subject to the consent of the Parties, Agency may choose to aggregate billings, however, aggregated billings shall not exceed those charges that occur within a given year.
 - e. State shall not be responsible for any other costs associated with the use or operation of the Hood River bridge as a detour during I-84 closure periods beyond those tolling fees stated in this Agreement.
4. Parties agree that in the event of the closure of I-84, that either the District Manager(s) or their delegates from ODOT District 2C or District 9 shall notify Agency of such event and the need to waive tolling for northbound traffic on the Hood River Bridge.
5. Parties agree that upon the reopening of I-84, that either the District Manager(s) or their delegates from ODOT District 2C or District 9 shall notify Agency of said reopening and Agency shall reinstate tolling for northbound traffic on the Hood River Bridge.
6. **Americans with Disabilities Act Compliance:**
 - a. Agency shall ensure that the Services and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended (together, "ADA").
 - b. The Parties shall coordinate to ensure that temporary pedestrian routes remain available through or around any Project work zone. If Agency Services conflict with temporary pedestrian routes, Agency shall provide ODOT with adequate information to allow ODOT to: (a) establish a temporary pedestrian route for any work zone resulting from Agency Services, and (b) provide advance notice of any such temporary

pedestrian route to the public, people with disabilities, and disability organizations.

7. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or two (2) calendar years following the date all required signatures are obtained, whichever is sooner.

AGENCY OBLIGATIONS

1. Subject to Agency Obligations, Paragraph 3 above, Agency shall keep accurate cost accounting records. Agency shall prepare and submit itemized, progress invoices for tolling fees directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's total obligations exceed \$100,000 over the life of this Agreement or \$50,000 in any given calendar year, including all expenses. Travel expenses will not be reimbursed.
2. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and
3. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
4. Agency's Project Manager for this Project is Kevin M. Greenwood, Executive Director - Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031, (541) 386-1138, kgreenwood@portofhoodriver.com, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of the Project invoice a maximum amount of \$100,000 over the life of this Agreement, or \$50,000 in any given calendar year subject to Terms of Agreement, Paragraph 2 above. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.

2. State agrees that the installation or removal of all signage required to detour traffic onto the Hood River Bridge during inclement weather or other naturally occurring events requiring the closure of I-84 to the travelling public shall be the sole responsibility of the State at State's expense.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
4. State's Project Managers for this Project are:
 - a. Will Ewing, District 2C Manager, 2225 NW Campus Drive, Estacada, OR 97031, (503)720-4484, William.T.EWING@odot.oregon.gov or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
 - b. Dan Shanahan – District 9 Manager, 3315 Bret Clodfelter Way, The Dalles, OR 97058-9736, 503-881-0582, dan.t.shanahan@odot.oregon.gov or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim
9. With respect to a Third Party Claim for which the Parties are jointly liable, each Party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is appropriate to reflect the Parties' relative fault. The Parties' relative fault shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding.
10. This Agreement may be executed in several counterparts (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.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
12. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied

upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE FOLLOWS

PORT OF HOOD RIVER, by and through its appointed officials

By _____
Kevin M. Greenwood, Executive Director

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____
Agency's Counsel

Date _____

Agency Contact:

Kevin M. Greenwood, Executive Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-1138
kgreenwood@portofhoodriver.com

State Contacts:

District 2C:

Will Ewing – District 2C Manager
2225 NW Campus Drive
Estacada, OR 97023
(503) 720-4484
William.T.EWING@odot.oregon.gov

District 9:

Dan Shanahan – District 9 Manager
3315 Bret Clodfelter Way
The Dalles, OR 97058-9736
(503) 881-0582
dan.t.shanahan@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
District 9 Manager

Date _____

APPROVAL RECOMMENDED

By _____
District 2C Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By ___ Exempt _____
Assistant Attorney General

Date _____

EXHIBIT A

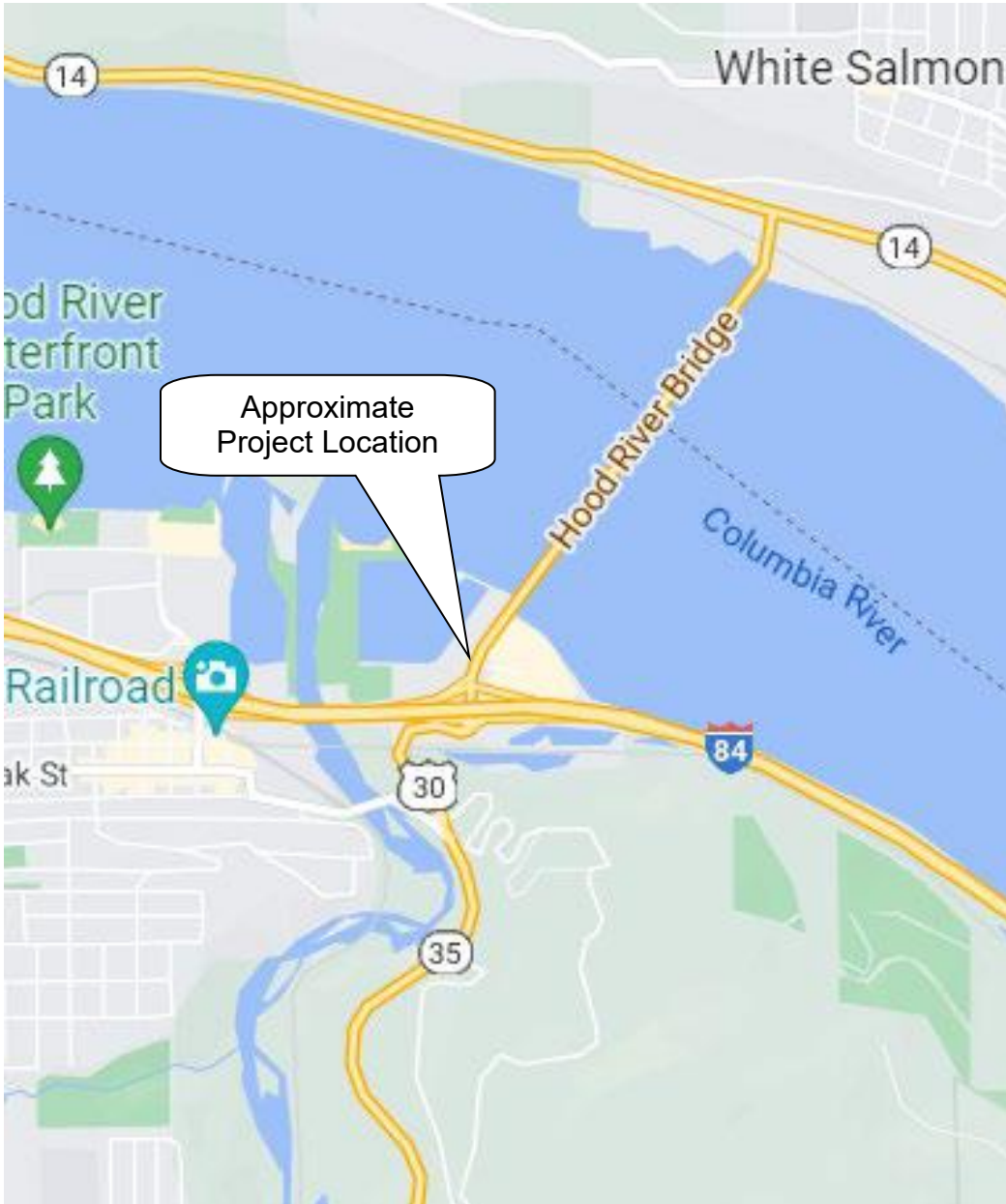


EXHIBIT B
Hood River Bridge Tolling Rates

VEHICLE TYPE	CURRENT		SEPT. 1, 2023	
	Cash	BreezeBy	Cash	BreezeBy
Motorcycle	\$1.00	\$0.75	\$3.00	\$1.50
Autos/Pickups	\$2.00	\$1.00	\$3.50	\$1.75
Commercial Trucks/Vans	\$6.00	\$4.00	\$8.00	\$6.00
3 Axle Truck	\$9.00	\$6.00	\$12.00	\$9.00
4 Axle Truck	\$12.00	\$8.00	\$16.00	\$12.00
5 Axle Truck	\$15.00	\$10.00	\$20.00	\$15.00
For each additional axle	+\$3.00	+\$2.00	+\$4.00	+\$3.00



Prepared by: Greg Hagbery
Date: September 5, 2023
Re: Blue Mountain Networks, LLC – New Lease

Blue Mountain Networks has completed their purchase of Gorge Networks Inc., an internet service provider. Gorge Networks, Inc. has leased space in the Big 7 Building since 2003. Blue Mountain Networks have recently vacated Suite 401b and have requested a short-term lease agreement which will allow them to continue to lease Suite 401 until April 2024.

As with all new leases presented to the Commission moving forward, the new agreement utilizes the recently updated lease template.

RECOMMENDATION: Approve new Lease Agreement for Suite 401 with Blue Mountain Networks, LLC. at the Big 7 Building.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor,” and **BLUE MOUNTAIN NETWORKS LLC**, a Washington limited liability company, hereinafter referred to as “Lessee.” Lessor and Lessee may hereafter be referred to individually as a “party” or collectively as the “parties”.

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 4,031 square feet of space in Lessor’s building commonly known as the Big 7 Building (“Building”) located at 616 Industrial Street, Hood River Oregon (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.”

Building Name:	Big 7
Building Address:	616 Industrial Street
Lessee Suite/Description:	Suite 401
Leased Area:	4,031 SF
Rentable Area:	4,515 SF

Lessor also grants Lessee a nonexclusive license to use, in common with others, the Common Area as further described on Section 6 of this Lease.

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **October 1, 2023**, and continuing through **April 30, 2024**. Lessee has expressed the intention to vacate the space at the end of the first term. As such, no Lease extensions are included beyond the Lease termination date.

Effective Date:	October 1, 2023
Lease Expiration Date:	April 30, 2024
Renewal Options:	None
Renewal Notice Requirement:	N/A

- 3. Allowed Use.** Lessee shall use the Leased Premises for telecommunications and customer service. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor’s discretion.
- 4. Rentable Area Load Factor.** Each Building tenant, including Lessee, is responsible to pay for their share of Building Operating Expenses related to “Building Common Areas” consisting of interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators. A “Load Factor” is calculated to determine Rentable Area Square Footage for Base Rent and payments owed for Operating Expenses, which is in addition to Base Rent.

Load Factor Formula: The total Building square footage is 42,017 SF. The Building Common Area square footage is 5,123 SF. The total Building square footage divided by the total Building square footage minus the Building Common Area square footage equals the Load Factor. The Big 7 Load Factor is 12%.

Rentable “Area square footage” is the Leased Premises square footage (2,042 SF) times the Load Factor (12%). $2,042 * 1.12 = 2,124$. The Rentable Area square footage used to calculate Rent as defined below, is **4,515 SF**.

5. Rent

The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

5.1 Base Rent. Beginning on the Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
401	4,515 SF	\$0.80	\$3,612

5.1.1 Consumer Price Index (CPI). Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (“CPI”) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than one (1) percent.

5.2 Additional Rent. Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 5.3.1 and Taxes and Assessments as defined in Section 5.3.2. Additional Rent shall be payable by Lessee to Lessor on the first calendar day of each month.

5.3 Additional Rent Calculation.

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
4,515	\$0.35	\$1,580.25

5.3.1 Operating Expenses. Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Building Common Areas, and “Building Exterior Areas” which are located on Lessor property adjacent and related to the Building, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

5.3.1.1 All costs and expenses incurred by Lessor in maintaining and repairing the Building, the Building Common Areas and Building Exterior Areas, including but not limited to:

5.3.1.1.1 General Building Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;

5.3.1.1.2 Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;

5.3.1.1.3 Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;

5.3.1.1.4 General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.

5.3.1.1.5 Property management and administration fees required to enable the Building to be used by tenants and maintained.

5.3.1.2 All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

5.3.1.3 Operating Expenses shall not include (a) Lessor's capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) attorneys' fees incurred in enforcing the terms of any Building lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor's general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building Exterior Areas and (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

5.3.2 **Taxes and Assessments.** Lessee shall pay its proportionate share of all actual assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building, Building Common Areas and Building Exterior Areas and the property on which those sit, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

5.3.3 Annual Adjustment/Reconciliations. Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, provided Lessee is not in default of the Lease, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Or where the Term of the Lease has expired, refund the amount of overpayment to Lessee. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's estimated forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount accordingly beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

The provisions of this Section 5.3. shall survive the termination of this Lease.

5.3.4 Market Rent Payable If Lease Option Is Exercised. If the Lease is in effect one hundred eighty (180) calendar days prior to its renewal term, then not more than one hundred eighty (180) days from such renewal term, Lessor will notify Lessee in writing what the monthly estimated Rent amount for the Leased Premises will be on the date of the renewal term, if Lessee properly exercises Lessee's option to renew the Lease. The renewal term Base Rent amount will be based on Lessor's good faith estimate of the fair market monthly rental rate for the Leased Premises upon the start of the renewal term including a CPI adjustment, provided however, the Base Rent amount will not be less than the most recent monthly Base Rent amount payable by Lessee prior to the renewal term. When Lessor notifies Lessee what the estimated renewal term monthly Base Rent amount will be, Lessor will provide Lessee with information Lessor has used to determine the fair market monthly Base Rent amount, in Lessor's opinion. If Lessee exercises Lessee's option to renew the Lease the fair market monthly Base Rent amount established by Lessor will be payable by Lessee beginning on the first day of the renewal term. The foregoing notwithstanding, if Lessee is dissatisfied with or has questions about the fair market monthly Base Rent amount Lessor will charge Lessee beginning at the renewal term,

Lessee may discuss the matter with Lessor prior to exercising Lessee's option to renew the Lease. Lessor may agree to change the monthly Base Rent amount payable beginning of the renewal term, or not, in Lessor's discretion. If Lessor agrees to change the monthly Base Rent amount beginning at the renewal term, that agreement must be in writing signed by Lessee and Lessor.

5.3.5 Late Charge; Interest. Rent not paid when due shall bear interest until paid the rate of twelve percent (12%) per annum from the due date until paid. Lessor may impose a late charge of five percent (5%) of the overdue payment (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease.

6. Building Common Areas and Building Exterior Areas. Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use and benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit A". Use of available Building Common Areas and Building Exterior Areas shall be subject to compatible, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.

6.1 Building Exterior Areas. Include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants as shown in the attached Exhibit B.

6.2 Building Common Areas. Include: interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators.

7. Parking. Lessee may park vehicles in Building Exterior Areas designated by Lessor for vehicle parking when parking spaces are available. As part of this Lease Lessee may also park vehicles in ten (10) designated parking spaces located North of the building. Lessor shall have no obligation to monitor parking or enforce parking restrictions associated with Lessee's designated parking spaces.

8. Maintenance and Repair. Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. Lessee

shall pay a proportional share (based on its Rentable Area square footage) share of the cost of Lessor maintenance and repair activities as Additional Rent.

8.1 Lessor Obligations. Lessor shall maintain the Building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Building Exterior Areas, and Building Common Areas, including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee and other building tenants, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Building. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

8.2 Lessee Obligations. During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition and repair to the reasonable satisfaction of Lessor and shall cause or permit any waste thereto. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses. Notwithstanding, Lessee shall promptly report to Lessor damage or any and all injury occurring in or to the Property.

All Lessee maintenance and repair work shall be performed only by a licensed contractor meeting, at a minimum, Lessee's standard services procurement standards both historically established for the Property and presently maintained for the Property. Lessor shall not be responsible for the cost of any alterations of or repairs to the Property of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the Parties. If Lessee fails to repair and maintain the Property in good operating order, Lessor reserves the right in its sole discretion to perform the necessary repairs and maintenance of the Property subject to reimbursement from Lessee for the full cost of such repairs and maintenance. Upon written notice from Lessor, Lessee shall reimburse Lessor for the full cost of Lessor's repairs and maintenance, which shall be considered Additional Rent. Lessee shall hold Lessor harmless from any liens that may be placed on the Property. If a lien is filed, Lessee must discharge the lien within twenty (20) days after receiving it. If Lessee fails to discharge the lien, Lessor may procure a discharge at Lessee's expense, which Lessor must immediately pay on demand and may declare a default by lessee.

9. Indemnification and Insurance

9.1 Lessee Hold Harmless Agreement. Lessee agrees to indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations relating to the Leased Premises or from anything done by Lessee at

the Leased Premises, and will further indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee, Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, attorney fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor, Lessor's Port Commissioners, officers, employees or agents by reason of any such claim, Lessee, upon notice from Lessor covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

9.2 Lessee Insurance. On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises, including without limitation all common areas. The combined single limit shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Four Million Dollar (\$4,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b). Property Damage insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

(c) Lessee shall also immediately obtain and keep in force during the remaining Term of Lease workers' compensation insurance in full compliance with applicable state or jurisdictional statutory requirements. Lessee will provide Lessor with a copy of a certificate evidencing such insurance.

9.3 Waiver of Claims and Subrogation. Lessor and Lessee each hereby releases and waives any and all rights to recover from or proceed against the other Party and its employees, agents and contractors, for loss or damage to any property of the releasing Party or any person claiming through the releasing Party arising from any of the risks covered by property insurance maintained or required under this Lease to be maintained by the releasing Party under this Lease. Lessor and Lessee shall each cause their insurance policies to contain a waiver of subrogation provision consistent with the foregoing. The above waiver of claims and subrogation applies whether or not there are any deductibles or self-insurance.

9.4 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against “all risk of physical loss”. If the Leased Premises or Building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor’s sole discretion. Lessor shall notify Lessee in writing of Lessor’s intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee’s use of the Leased Premises is disrupted during Lessor’s repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee’s property including Lessee’s fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

9.5 Eminent Domain. If more than twenty- five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against Lessor or the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

10. Lessor Funded Lessee Improvements. If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs and Lessee’s obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.

11. Lessee Alterations. Lessee shall not make any alterations, additions, or improvements (“Alterations”) in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor’s discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor’s indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor’s Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials

payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor. Under any circumstance, Lessee agrees to only contract with a Lessor-approved contractor for the performance of such alterations and obtain all necessary governmental permits and approvals and deliver copies thereof to Lessor and pay the full cost for such alterations, additions, or improvements. Lessor may, in its sole discretion, require that Lessee remove any such alterations, wiring, cables or conduit installed by or for Lessee after the Lease Commencement Date and restore the Property to good condition and repair upon expiration or earlier termination of this Lease. All work in the Property by or at Lessee's request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Property or Lessee's interest in the Property as a result of any work performed by or at Lessee's request. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

12. Fixtures and Personal Property. At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may affect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

13. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

14. Leased Premises Condition; Lessor Access. Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Lessor in the condition when leased or as improved in good, broom clean condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty-four (24) hours oral notice (without notice to protect public health and safety in an

emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same pursuant to Section 8 of this Lease within thirty (30) calendar days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

15. Compliance with Laws. As of the Lease Commencement Date and throughout the Term of Lease, Lessee shall at its sole expense promptly comply and cause the Property to comply with all Laws applicable to the Property, including but not limited to the ADA and environmental laws ("Legal Requirements"). Lessee shall indemnify and hold harmless Lessor and Lessor's Commissioners, officers, agents and employees for, regarding from and against any and all claims and losses arising from or in connection with the violation of Legal Requirements occurring in, at or about the Property; together with all costs, expenses and liabilities incurred or in connection with each such claim, action, proceeding or appeal, including, without limitation, all attorneys' fees and expenses.

16. Hazardous Materials. Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Property, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's Courthouse operations and maintenance that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good environmental practices. Lessee covenants to remove from the Property, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment by Lessee, its agents, employees or invitees during the Term of Lease. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's Commissioners, officers, agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials on, in, or about the Property which occurs during the Term of Lease. Lessor hereby agrees to indemnify, defend, protect and hold harmless Lessee, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly from the use, storage, disposal, release or presence of Hazardous Materials by Lessor, its agents, employees, or contractors on, in or about the Property. Lessee shall promptly notify Lessor of any release of Hazardous Materials in, on, or about the Property that Lessee, or Lessee's agents or employees, becomes aware of during the Term of Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely

hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

17. Entire Agreement; Amendments. This Lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.

18. Quiet Enjoyment. From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the Building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.

19. Waiver. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

20. Assignment. Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.

21. Bankruptcy. Subject to Section 23, the Lease shall not be assigned or transferred voluntarily or involuntarily by operation of law. It may, at the option of Landlord, be terminated, if Tenant is adjudged bankrupt or insolvent, or makes an assignment for the benefit of creditors, or files or is a party to the filing of a petition in bankruptcy, or in case a receiver or trustee is appointed to take charge of any of the assets of Tenant or sublessees or assignees in or on the Premises, and such receiver or trustee is not removed within thirty (30) days after the date of his appointment, or in the event of judicial sale of the personal property in or on the Premises upon judgment against Tenant or any sublessees or assignee hereunder, unless such property or reasonable replacement therefor be installed on the Premises. To the extent permitted by law, this Lease or any sublease hereunder shall not be considered as an asset of a debtor-in-possession, or an asset in bankruptcy, insolvency, receivership, or other judicial proceedings.

22. Default. Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder.

23. Remedies on Default.

23.1 Termination. In the event of default, the lease by be terminated at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor, Lessor shall be entitled to recover damages from Lessee for the default and Lessor may reenter, take possession of the Property and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

23.2 Reletting. Following reentry or abandonment, Lessor may relet the Property and, in that connection, may make any suitable alterations or change the character of the use of the Property, but Lessor shall not be required to relet for an use or purpose other than specified in the Lease or which Lessor may reasonably consider injurious to the Property, or any tenant Lessor may reasonably consider objectionable.

23.3 Damages. Upon the occurrence of an Event of Default, Lessor's remedies shall be the right to recover: unpaid Rent and amounts owing pursuant to this Lease; all costs incurred by Lessor in restoring the Property to good order and condition to the extent the need for such restoration arises as a direct consequence of an Event of Default; reasonable costs of reentry and reletting without limitation the cost of cleanup, refurbishing, removal of Lessee's property and fixtures, and all actual damages caused by the default, including attorneys' fees and costs. Lessor may periodically sue Lessee to recover damages as they accrue, and no action therefor shall bar a later action for damages accruing thereafter. Notwithstanding any limitation on Lessor's remedies under this Lease, in the event of a breach or threatened breach by Lessee of any of its obligations under this Lease, Lessor shall also have the right to file a claim for specific performance and/or obtain an injunction.

23.4 Survival. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages shall survive such termination. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

23.5 Lessor's Right To Cure Default. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so after 30 days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other available remedy.

24. Landlord's Lien. In addition to any statutory landlord's lien and in order to secure payment of the Rent and all other sums payable hereunder by Lessor, and to secure payment of any loss, cost or damage which Lessor may suffer by reason of Lessee's breach of this Agreement, Lessee hereby grants unto Lessor, to the maximum extent permitted by Applicable Law, a security interest in and an express contractual lien upon Lessee's Personal Property (except motor vehicles); and such Lessee's Personal Property shall not be removed from the Property at any time when an Event of Default has occurred and is continuing. The security interest herein granted is in addition to any statutory lien for the Rent.

Subordination, Attornment and Non-Disturbance. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, or land sale

contracts and any amendment or modification thereof, now existing or hereafter recorded against the Property (collectively, the "Encumbrances"). Lessee shall execute all documents requested by Lessor or the holder of an Encumbrance to confirm such subordination within ten (10) days after request therefor provided the holder of that Encumbrance recognizes Lessee's rights under this Lease unless Lessee is in default beyond any applicable cure period and provided that all such documents are provided both to Lessee's Notice Address.

25. Surrender/Holdover. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Property, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof excepted, as the same existed on the Lease Commencement Date. If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a month to month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than ten (10) calendar days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

26. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent if any, to the person signing the Lease, or to Lessee's on site manager if any who at the date of this Lease is J Findley, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of the Port of Hood River at the Port of Hood River's office located at, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

27. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, action, counterclaim, or other proceeding ("Claim"), including any bankruptcy proceeding, instituted by either Party against the other in connection with any controversy arising out of this Lease or the Property shall be brought and conducted within the Circuit Court of Hood River County for the State of Oregon. Any dispute involving this Lease may be resolved by court action or, in the alternative, mediation if both parties agree to mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, or arbitration proceeding, including any appeal therefrom or

enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto. If either Party engages a collection agency to pursue any delinquent amounts owed by the other Party, whether under the terms of this Lease or pursuant to a court judgment or other decree, the owing Party shall pay, in addition to all amounts payable under this Lease or pursuant to the court judgment or other decree, all collection agency fees charged to the collecting Party and all attorney fees incurred by the collecting Party in performance of such collection.

28. Limitation of Liability. No Personal Liability-Notwithstanding anything to the contrary in this Lease, except to the extent damages are caused by the negligence of Lessor and its agents and employees, Lessee hereby releases Lessor, its agents and employees from (i) damage to Lessee's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Lessor's interest in the Property. Lessee agrees that, in the event of any actual or alleged Lessor Default of this Lease or in the event of any other claim or cause of action by Lessee, the recourse of Lessee against Lessor for any damages (over and above damages actually paid by available insurance, if any) will be limited to, and any judgment against Lessor shall be satisfied only out of, the Property; no other assets of Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment in favor of Lessee against Lessor. There shall be no personal liability of the Lessor. Any claims by Lessee against Lessor will be limited to actual damages only and will not, under any circumstances, include consequential damages or punitive damages. In no event shall Lessee have the right to terminate this Lease nor to offset payments due hereunder by reason of a Lessor Default.

29. Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this ____ day of _____, 2023.

Lessee:		Lessor:	Port of Hood River
Signed:	_____	Signed:	_____
By:	J Lyn Findley	By:	Kevin M. Greenwood
Its:	Chief Executive Officer	Its:	Executive Director
Address:	616 Industrial Ave. Suite 401 Hood River, OR 97031	Address:	1000 E. Port Marina Drive Hood River, OR 97031
Email/phone:	jfindley@bluemountainnet.com (541) 289-7000 Ext 0265	Email/phone:	kgreenwood@portofhoodriver.com (541) 386-1645

Exhibit A
LEASED PREMISES AND COMMON AREAS

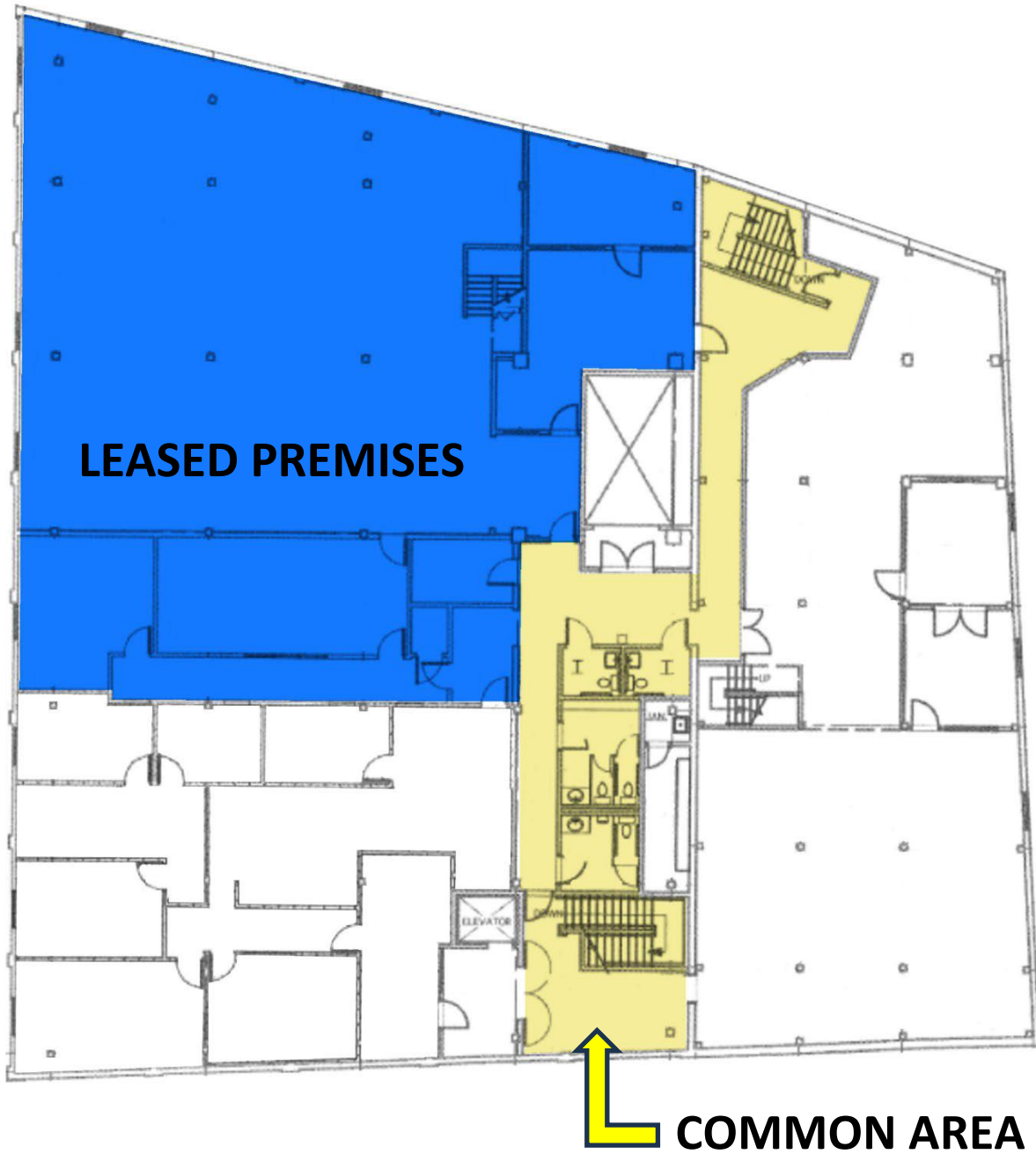


Exhibit B
BUILDING EXTERIOR AREAS





Prepared by: Debbie Smith-Wagar, Finance Director
Date: September 5, 2023
Re: Surplus Property

Port staff have identified several items that they would like to dispose of that no longer have value to the Port.

The Port owns 12 parking kiosks that were used with the old parking system. They are currently stored in the garage at the Port office. The Executive Director has reached out to other agencies to see if anyone is interested in taking them.

The Maintenance Department has a 2002 Ford F250 flatbed dump truck that doesn't run (it was towed to the maintenance facilities several years ago). Staff would like to offer it for sale for a nominal fee or find a scrap metal business that would be willing to take it.



At Lower Mill there is a large piece of metal (see photo to right). The former Facilities Director indicated it was a turbine from a decommissioned dam. Staff would like to make arrangements to dispose of it.

RECOMMENDATION: Approve Resolution No. 2023-24-4 declaring certain property as surplus.

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PORT OF HOOD RIVER
Resolution No. 2023-24-4

A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS

WHEREAS, The Port of Hood River have identified certain assets that are no longer useful to the Port; AND

WHEREAS, staff would like to dispose of these assets; NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

The property identified in Exhibit A is declared surplus, and staff is directed to dispose of the property through public sale or other lawful disposal.

Adopted by the Board of Commissioners of the Port of Hood River this 5th day of September 2023.

SIGNED

Kristi Chapman, President

ATTEST

Mike Fox, Secretary

EXHIBIT A

Surplus Property:

12 Parking Kiosks

2002 Ford F250 Flat Bed Dump Truck

Metal object at Odell property



HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

Project Director Report
August 28th, 2023

The following summarizes Replacement Bridge project activities from August 14th, 2023, to August 28th, 2023:

HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

COMMUNICATIONS

- *Completed Activities in Aug*
 - *Website*
 - *Added info about toll increase, bridge authority meeting materials and commissioner info, project update and grant application materials.*
 - *Video*
 - *Tolling video and social media cut-downs (versions with English captions complete) (via StoryGorge)*
 - *Recorded interviews with state lawmakers visiting drilling operation*
 - *In-person outreach*
 - *Tabling at White Salmon Farmers Market (Aug. 1)*
 - *Print/physical materials*
 - *August project update factsheet/flyer*
 - *Laminated displays of renderings and bridge alignment for events*
 - *Social media*
 - *See below*
 - *Bridge Authority assistance*
 - *Bridge Authority logo approved*
 - *Talking points one-pager*
 - *Public meeting law/public records training*
- *Work in Progress*
 - *Website*
 - *Interactive funding graphic*
 - *Oregon funding update*
 - *Geotech updates with quotes from lawmakers*
 - *FAQs (tolling/funding section)*
 - *Video (via StoryGorge)*
 - *Tolling video and social media cut-downs (versions with Spanish captions)*
 - *Print/physical materials*
 - *Fall project update factsheet/flyer (English and Spanish)*
 - *Branded banner with renderings*
 - *Social media*

- *Tolling videos*
 - *Upcoming tabling events*
 - *Lawmakers touring drilling operation*
 - *Bridge Authority assistance*
 - *Bridge Authority logo style guide*
 - *Grant-writing assistance*
 - *Community Engagement Plan*
 - *Other*
 - *Translation of key materials into Spanish (project updates, social media posts)*
- *Upcoming Work*
 - *Website*
 - *Bridge Authority profiles*
 - *FAQs (remaining sections)*
 - *Email outreach to mailing list*
 - *Tabling event roundups/bridge authority intro*
 - *Lawmakers touring drilling operations*
 - *Fall newsletter (targeting October)*
 - *Video*
 - *Video focused on everyday people using the bridge, what a new bridge would mean to them (StoryGorge)*
 - *Print/physical materials*
 - *Flyers for legislative conversations*
 - *DC*
 - *Washington transportation committee*
 - *In-person outreach*
 - *Tabling events*
 - *Mercado del Valle (Sept. 7)*
 - *Huckfest (Sept. 10)*
 - *El Grito (Sept. 17)*
 - *Office hours with commissioners*
 - *Social media*
 - *Bridge Authority interviews*

GOVERNMENT AFFAIRS UPDATE

- *State Legislative Activities*
 - *Oregon*
 - *Rep Helfrich visited the project site and toured the Geotechnical investigation in the river.*
 - *Sen. Frederic visited the Project site and toured the Geotechnical investigation in the river.*

- *Rep. Sanchez is scheduled to visit the project site on July 15th and tour the Geotechnical investigation in the river.*
 - *Sen. Bonham is scheduled to visit the project site on July 16th and tour the Geotechnical investigation in the river.*
 - *Washington*
- *Federal Legislative Activities*
 - *CDS Appropriations requests have been sent for both Washington and Oregon for a total funding request of \$8M.*
 - *Rep. Blumenauer, Rep. Newhouse, Sen. Wyden, Sen. Merkley and Sen. Cantwell submitted requests in support of the project. We are not expecting this to finalized until the end of this year.*
 - *House THUD earmark list were released, and they included \$4M from Rep. Newhouse for the project and \$1M from Rep Blumenauer for Right of Way/Mitigation.*
 - *Summit Strategies will now be led by Jake Oken-Berg and he will be supported by Jim Kolb, Ryan Vislosky and Mark Detrick.*

FUNDING FINANCE & TOLLING (FFT)

- *The FFT team submitted the MPDG Grant application on Aug 19th ahead of the Aug 21st deadline.*
- *There next focus will be on the Bridge Investment Program (BIP) grant applications.*

PENDING GRANT FUNDING UPDATES

- *Safe Streets and Roads for All Grant Program (SS4A)*
 - *2023 Notice of Funding Opportunity (NOFO) released on 3/30/23*
 - *Application Due: 7/10/23 @ 5pm EDT*
 - *Available funding total: \$1.177B*
 - *Planning & Demonstration Grants - Min – Max award \$100,000 to \$10M*
 - *Implementation Grants – Min – Max award \$2.5M to \$25M*
 - *Requested amount of funding: \$1M*
 - *Application Submitted: 7/7/23*
 - *Expected Announcement: 10/2023*
- *Multimodal Project Discretionary Grant (MPDG)*
 - *NOFO Released on: 6/27/2023*
 - *Deadline: 8/21/2023*
 - *INFRA (\$3-3.1 B available from the FY23 an FY24 Funding)*
 - *MEGA (\$1.8 B available from the FY23 an FY24 Funding)*
 - *Rural (\$650-\$675M available from the FY23 an FY24 Funding)*
 - *Mega funding for FY 2025 and FY 2026 may also be allocated to project during this application process, since Mega has the ability to make multi-year awards.*
 - *Project team is preparing the application and completing the Benefit Cost Analysis (BCA).*
 - *Application was submitted on 08/19/23*
- *Bridge Investment Program (BIP)*

- *Next Opening – Fall 2023*
- *2023 NOFO – Fall 2023*
- *RBMC is working on updating Application prior to release of NOFO*

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 was held on 2/28/23. Meeting was positive and they were very appreciative of the work that was done in the draft Treaty MOA. Yakama Nation will review the draft MOA with a tentative date to provide responses in two weeks.*
- *Yakama Nation provided an email update on 3/20/23 that the MOA has been circulated for internal review. We are awaiting their comments and to set up a follow up meeting.*
- *The project team had a brief discussion with YN on 6/9. YN indicated they are working through some internal discussions and were anticipating being able to respond in the next 30 days on how to move forward with the Section 106 MOA and Treat Fishing MOA*
- *YN has added a second lawyer to the project who will be focused on the Section 106 MOA (Riley Neff-Warner), Marcus Shirzad will remain on the project and lead the Treat MOA discussions. We are working with Marcus to confirm a August 22nd for a follow up meeting with Yakama Nation*
- *A virtual meeting was held with YN on 8/16 to provide a project update to the new legal counsel Riley Neff-Warner. An in-person meeting was held on 8/22 with the following members from YN,*
 - *Phil Rigdon, Department of Natural Resources, Deputy Director*
 - *Noah Oliver, Cultural Resources, Archeologist*
 - *David Blodgett, Fisheries, Program Manager*
 - *David Lindley, Fisheries, Habitat Coordinator*
 - *Marcus Shirzad, Office of Legal Counsel, Senior Attorney*
 - *Riley Neff Warner, Office of Legal Counsel, Staff Attorney*
 - *Erin Rasmussen, Office of Legal Counsel, Summer Legal Fellow*

- ***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 – MOA was sent to Amanda with Nez Perce on 2/2/23.*

- *On 4/18/23 the Tribe's Cultural Resource and Fisheries departments were able to fully brief Nez Perce Tribal Executive Committee's (NPTEC) Natural Resource Subcommittee on the project and the key terms in the draft MOA.*
 - *A second meeting was held on 6/6/23 at the Nez Perce Tribal Headquarters in Lapwai, ID. The project team, ODOT and FHWA met with a number of members of the Nez Perce Tribe. Legal Counsel for the tribe will working with tribal members on a response to our draft MOA.*
 - *At the suggestion of the Tribe, the team also submitted a form to the Nez Perce Tribes requesting permission to use their logo in support of the project. This request was discussed at the 6/6/23 meeting with the Tribal Executive Committee and they will be taking it for approval on 6/13/23.*
 - *A Letter of Support was received from Nez Perce along with permission to use their logo in Funding requests*
 - *Amanda Rogerson legal counsel for Nez Perce, has been actively working on the Treaty MOA. She will be discussing proposed edits to the MOA with the Nez Perce Tribal Executive Committee (NPTEC) on 8/22. She should have edits for after that meeting. She will also be revising the MOA to reference the Hood River White Salmon Bridge Authority instead of the POHR. She requested that we follow up at the end of August to set up a meeting.*

- **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*
 - *The team received comments from CTUIR on the first draft of the MOA on 4/3/23.*
 - *A 2nd Meeting was held with CTUIR on 4/5/2023 to review the comments and discuss ideas on how to determine and quantify mitigation measures within the Treat MOA. The meeting was very positive and follow up meeting is being schedule for mid-May.*
 - *The 2nd draft of the CTUIR MOA was sent to Umatilla on 4/25/2023.*
 - *A meeting has been scheduled with CTUIR for 9/12/23 at their offices. Confederated Tribes of the Umatilla Indian Reservation (46411 Timine Way, Pendleton, OR 97801)*

- **Warm Springs.**
 - *The project team met with Warm Springs Natural Resources group on 4/11/23 and presented a project update and introduced the Draft Treaty MOA to the group.*
 - *The project team also meet with the Warm Springs Council on 4/12/23 to update them on the project.*
 - *A request to use the tribe's logo and to obtain a letter of support for the project was also requested of the tribe. They are considering the request. Sample letters of support were provided to them for reference.*

- *The project team is working on setting up a 2nd meeting with the tribe to advance discussion around the Treaty Tribe MOA.*
- *The team met with Warm Springs TERO Director and discussed Work Force Development on the project and the Treaty Tribe MOA. They also received work that the Tribe will be sending a letter of support for the project and permission to use their logo in support of our Grant Applications.*

RBMC

PROGRESSIVE DESIGN BUILD RFQ/RFP

- *A meeting was held with ODOT on 3/7 with Region 1 staff and Headquarters Procurement staff to discuss their role on the upcoming PDB Procurement. Robert Wattman will be our point of contact and backed by Sam Hunaidi. A number ODOT technical staff were also at the meeting and provided input into how to move forward. WSDOT also attend this meeting.*
- *A meeting was held on 6/29 with ODOT Region 1 to provide an update on the RFP development and coordinate their involvement on the PDB procurement. A reoccurring meeting will be set up with ODOT*
- *A meeting was held with FHWA on 8/17 to continue updates with them on their role on the upcoming PDB Procurement, they were informed of the upcoming Agency/Industry review of the RFP*
- *A meeting was held with WSDOT on 8/17 with WSDOT point of contact Caroline Bricheux to discuss review coordination and the timing of the reimbursement agreement. A reimbursement agreement will need to be finalized with WSDOT prior to their review of any PDB documents.*

GEOTECHNICAL

- *The two Oregon on land borings were completed on Feb 6th and the draft report is in review. Cultural Resource monitoring was done and no cultural resources were found.*
- *Coordination with the tribes will work through ODOT but it is likely the Project will be asked to fund the tribal monitoring costs.*
- *Underwater drilling started on July 10th and coordination is ongoing with tribal fishers. The work will last approximately 5 weeks.*
- *Over water borings B-03 and B-04 have been completed*
- *On land boring B-13 in Washington has been completed*
- *Archeological review of boring B-03 found lithic debitage, the finding was reported to ODOT who has coordinated the reporting with the tribes and other agencies. We have received no request for additional investigation. Pictures of the samples are attached.*
- *B-06, B-07 and B-10 are completed, and we will be moving to B-09 (last boring) on Monday (Aug 21).*

Boring	Status	Sediment Depth	Rock Depth
B-05	Complete	140'	35'
B-06	Complete	125'	31'
B-07	Complete	110'	33.5'
B-10	Complete	35'	40'
B-13	Complete	10'	32.5'

- *B-11 and B-12 will not be drilled due to low water and obstructions in the area.*
- *It anticipated that the overwater drilling will be completed by Wednesday (Aug 23) or Thursday (Aug 24)*

SURVEY

- *Completed Work:*
- *Upcoming Work:*
 - *Complete right of way calculations in OR and WA*
 - *Development of Right of Way Maps*

RIGHT OF WAY

- *Coordination has begun with WSDOT and ODOT to define the jurisdictional limits for both agencies.*
- *The SDEIS preferred alternative does indicate a potential whole take of the private landowner and we will need to coordinate with the HRWSBA on when to move forward with discussion with the landowner on this action.*
- *Right of Way is coordinating with Survey Team on the finalization of jurisdictional lines and will be developing right of way maps.*
- *Right of Way is developing an acquisition schedule and prioritizing public agency parcels and stakeholders.*

PERMITTING

- *Staff have supported the regulatory coordination regarding potential artifacts found during geotech work at B3 and made sure all required regulatory notifications were made.*
- *Environmental Staff have been preparing environmental regulatory sections of the draft PDB RFP.*
- *Environmental Staff have supported development of the MPDG grant application.*
- *Staff continues reaching out to Washington State Department of Ecology (WDOE) and WSDOT for clarification on which Washington State agency will be the lead SEPA agency and to move discussions forward regarding adoption of the NEPA EIS/ROD to satisfy SEPA requirements.*
- *Staff will engage with Nohemi Enciso, LWCF Grant Program Coordinator, in early September related to the LWCF boundary determinations and the impacts to our 6(f) mitigation per her records review.*

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>*
- *Responses were provided on 3/28/23 to ODOT for the from ODOT Liaisons related to the Biological Assessment and their writing of the Biological Opinion. (See Packet)*
- *Email from Cindy Callahan at FHWA on 3/28 re-establishing the communication process that should be followed until the signing of the Biological Opinion. (See Packet)*
- *A coordination meeting was held with the Project Team, NOAA and FHWA on 3/29/23. NOAA indicated that once the liaison receives the updated BA anticipated to be in the next two weeks and all comments are closed that it would take 90 Days to complete the BO and then an additional 45 Days for NOAA’s full review including their legal review. This would set the new anticipated date to receive the signed BO around Sept 1, 2023.*
- *A monthly recurring coordination meeting has been set up with Cindy Callahan – Senior Biologist (FHWA) and Rod Thompson – State Environmental Engineer (ODOT)*
- *The Section 106 MOA is waiting on coordination to be completed between FHWA, DAHP, ODOT, and the Yakama Nation. The project is waiting on a response from the Yakama Nation on how they would like to move forward. Discussion are ongoing with FHWA/ODOT on how to move this forward. The last response from Yakama nation was that they were having internal discussions and would respond after that was complete. The project team continues to reach out and work on setting up a meeting to advance these discussions.*

OTHER ITEMS

KEY MEETINGS

<i>8/15</i>	<i>Rep. Sanchez tour of the Geotechnical Subsurface Borings</i>
<i>8/15, 8/22</i>	<i>POHR Staff Meeting</i>
<i>8/15</i>	<i>Project GR call</i>
<i>8/15</i>	<i>HRWSBA – Follow up with Legal Counsel Proposer</i>
<i>8/15</i>	<i>POHR Regular Meeting</i>
<i>8/16</i>	<i>Consultant Project Update Arup</i>
<i>8/16</i>	<i>Sen. Bonham tour of the Geotechnical Subsurface Borings</i>
<i>8/16</i>	<i>GR meeting with Summit Strategies</i>
<i>8/16</i>	<i>Project Update with Yakama Nation</i>

8/17	<i>Coordination with WSDOT on Move Ahead Washington Funding Agreement</i>
8/17	<i>Coordination with FHWA on PDB Procurement</i>
8/18	<i>Coordination on .GOV Email and Website Setup</i>
8/21	<i>POHR ED Coordination Meeting</i>
8/21	<i>Contractor Project Update Kiewit</i>
8/22	<i>Coordination meeting with Yakama Nation</i>
8/23	<i>Biological Opinion Coordination with FHWA and ODOT</i>
8/24	<i>Coordination Meeting with HRWSBA Legal Counsel</i>
8/24	<i>Cultural Resources Coordination meeting with ODOT/FHWA</i>
8/25	<i>Consultant Project Update with Cobb Fendley</i>
8/25	<i>Aesthetic Committee Coordination with CRGC</i>

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Prepared by: Kevin Greenwood
Date: September 5, 2023
Re: Commission Meeting Schedule

President Chapman asked for this item to be included on the agenda as there may be interest in meeting once a month. The Commission's Governance Policy describes meetings times and how changes may be made to the Policy.

The Port Commission may amend the rule by a majority of the Commissioners at any Commission meeting, provided that the amendment is included in the meeting packet (i.e., written notification at least 48 hours in advance.)

ORS 777.140 requires boards to meet within the boundaries of the district at least once a month.

The regular meetings were changed to start at 5:00 pm and approved by Commission action in November 2009. It appears that the Commission has met on the first and third Tuesdays of the month for many decades.

If there is interest in meeting only once a month, the Commission should determine which day of the month it would like to meet and whether the meeting start time is adequate.

After the discussion, staff can be directed to bring a report and resolution back to the Commission at its September 19th regular meeting for adoption.

Staff is supportive of the idea as significant time is spent preparing the meeting packet. The Commission may want to be aware, however, that Special Meetings may increase in frequency to consider more time sensitive agreements or actions.

RECOMMENDATION: Informational.

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Prepared by: Genevieve Scholl
Date: September 5, 2023
Re: Public Relations Services Scope of Work

The Commission has, on numerous occasions, discussed the desire to contract with a public relations firm to increase and enhance public awareness of Port-provided public services and its historic and current economic development initiatives. As the Port enters into a period of major policy and business model changes, the time seems right for an organizational rebrand and public awareness campaign to inform and engage the communities affected by the major operational shifts that will take place in the next three years and beyond.

While the Port works to meet the challenges of sustaining public recreational facilities and economic development activities without traditional public funding sources, it is increasingly important for Port constituents and the general public of the entire Columbia Gorge region to have access to clear and concise information on specific important developments (listed below). More generally, public information campaigns developed to inform Port constituents of the role the Port plays within the broader community, the benefits of having a Port as a local government, and the Port Commission's desire for increased public engagement may also be desired.

- Bridge tolling operations and benefits of the Breezeby program.
- Bridge maintenance and repair activities, major projects and closures, condition assessments
- Bridge replacement activities, benefits and timelines, and public input opportunities.
- Current Port real estate and economic development projects.
- Waterfront recreational facilities safety, rules, operations and parking/user fees use, other funding needs for recreational amenities.
- Ken Jernstedt Airfield operations and development planning.
- Historical Port economic development projects and their resulting impacts in terms of direct and indirect jobs created, new business development, new public amenities.

Additionally, staff recommends the Commission consider a separate RFP to complete a ten-year update of the 2013 economic impact study conducted by EcoNorthwest (attached). Such an update would provide valuable third-party verifiable information and statistics on the Port's performance in economic development since its formation.

Commission discussion and direction is sought on the preferred contract budget, duration, scope of work and deliverables for preparation of an RFP to be issued in September. Staff recommends the Commission consider including an audience assessment, logo and other brand collateral redesign, content generation in English and Spanish with publication across all local media channels including social media and both print and digital news outlets,

infographics and other visually engaging information delivery tools. The Commission should also consider the benefits of video production to convey key public messaging.

RECOMMENDATION: Discussion.

EXECUTIVE DIRECTOR – KEVIN GREENWOOD

- *Signed DAS Amendment to adjust the use of the \$500k Coronavirus funding for “traffic improvements benefitting light industrial property on the Hood River waterfront.” This removes the specificity for E. Anchor Way – if it is determined that a better traffic design should be considered. Completion date of funding is June 30, 2024 and can be used to offset expenses related to the KPFF engineering project.*
- *City Council approved the appointment of Commissioner Sheppard to the Urban Renewal Board. Commissioner Sheppard and Exec. Director will be meeting with City Manager and Councilman Zanmiller before next UR meeting.*
- *Inspected an old dam turbine that has been stored at Lower Hanel Mill for decades. There is little use for the object and it should be surplus/removed as part of the grading project.*
- *Continued to monitor social media and email correspondence regarding pending toll increases.*
- *August 30 issue of Columbia Gorge News had serious factual errors on the toll increase. Contact with publisher resulted in the article pulled from online, new article with clarifications re-posted, and will run a front page correction on the tolls in next edition.*
- *Commissioner Chapman and Exec. Director continue to work with members of the Hood River White Salmon Bridge Authority (HRWSBA) to review terms for administrative services, funding and loan agreements.*
- *Met City Manager after work to visit and review common areas of interest.*
- *Commissioners are invited and encouraged to attend the OneGorge Advocacy Network for an in-person meeting/social mixer on Wednesday, September 27th at the Port of Cascade Locks Gorge Pavilion from 5:30-7:30. Food and drink provided. Please RSVP at info@onegorge.org. OneGorge is a regional advocacy organization that helps generate letters of support for various member initiatives. They have been extremely helpful in writing letters of support for the bridge replacement project.*
- *Followed up with FORTH on schedule for picking up their charging station.*
- *Attended HRWSBA team picnic in Husum, Wash. last Monday with Commissioner Fox.*
- *Executive Director will be out Friday, Sept. 8 for last camping trip of season.*



ADMINISTRATION / PUBLIC INFORMATION / HUMAN RESOURCES / PARKING – GENEVIEVE SCHOLL

- *Met with Mike Shannon and Kelly O’Grady Smith to discuss public meeting records and public records retention roles and responsibilities for the Port/HRWSBA services IGA. Sent edits to that section of the IGA to Bill Ohle for review.*
- *Published waterfront parking FAQ to the recreation section of the website.*
- *Issued press release, listserv email, website post and social media posts reminder of toll increase, included link to HRWSBA video about the toll increase.*
- *Issued press release, listserv email, website post and social media posts about November 4 Day closure for wire ropes replacement project.*
- *Finalized edits and image use agreements for waterfront interpretive signage project and ok’d fabrication.*
- *Paid parking receipts for last week totaled \$8,156.12 in 1, 282 transactions. Total for the year thus far is \$165,496.21.*
- *In response to tribal member inquiry, staff has determined that parking fees in the boat launch for tribal fishers would not be in compliance with federal treaty rights. Any tickets issued to tribal members will be dismissed.*
- *Distributed new AED devices to Facilities crew, Toll Booth, and Office.*
- *Completed two trainings from Vector Solutions on Emergency Action Plan development in preparation for Safety Committee project.*
- *Working on first draft of Public Relations RFP, Scope of Work and Budget will be based on Commission discussion.*
- *Worked on plan for end of summer extra day off for all staff.*
- *Issued Notice of Internal Recruitment to fill Security Patrol Worker position. Public review still pending on protocols and limits of position.*
- *Patty Rosas has created a new index of Port Policies.*
- *Updated draft 2024-25 Master Rate and Fee Schedule to include fee for memorial bench adoption.*
- *Assisted in response and public notification for disabled truck incident on bridge – contacted Klickitat Dispatch to request assistance closing southbound traffic to enable tow and northbound back up clearance.*
- *Attended OneGorge leadership meeting focused on planning September 27 in person meeting event in Cascade Locks.*
- *Responded to EDA information request for E. Anchor Way/N. 1st street grant application, now in the final stages of the approval process.*
- *New toll rate signage for the toll plaza area was installed by Facilities crew members on the evening of August 31. Toll plaza installation needs a little clean-up work, will address in the next week.*
- *Sent/posted notification of NW Pipeline maintenance painting project single lane closures on Friday.*

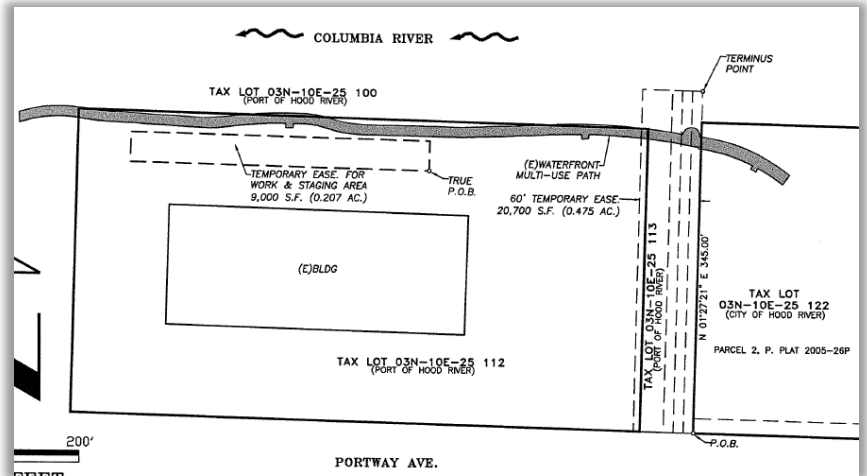
LAND DEVELOPMENT / PROPERTY MANAGEMENT – GREG HAGBERY

- *Conducted mandatory walkthrough of Lower Mill Lot 902 for the Wetland Mitigation and Site Grading project. Uploaded answers to all questions received during the walkthrough to OregonBuys.gov. Uploaded Addendum No1 to OregonBuys which accelerates the timeline for*

bid submission. This was done to try to provide more working days before weather becomes an issue.

- Reviewing draft Financial Feasibility Report submitted from EcoNorthwest.

- The Executive Director signed two easements for the City of Hood River. One is a temporary easement for the decommissioning of the existing stormwater outfall. The other is a permanent 20' easement for the location of the new stormwater outfall.



- Staff is reviewing responses for solicitation for appraisers to provide an appraisal of the remnant parcels at Lower Mill.

- Participated in presentation of new Financial Software.
- Serving as Port of Hood River representative on the Hood River Energy Council; next meeting is September 7.

AIRPORT MANAGEMENT – GREG HAGBERY

- Facilities staff has worked diligently to install grounding wire for Fuel Tank at Airport. This system was not depicted in any of the original drawings for the project. PAE provided engineered drawings to guide the installation of the system.



- Reviewing proposals for Wetland Mitigation project. Project seeks to replant native species per updated monitoring plan as submitted and approved by DSL.

- *Preparing baseline MOU draft for North Apron Development project to provide to outside legal counsel for initial development specific to the project.*
- *Discussed shifting the jersey barriers at the Fuel Tank slightly to accommodate pilots preference for fueling operations.*



FINANCE – DEBBIE SMITH-WAGAR

- *Software:*
 - *The request for proposals for new accounting software closed in July and two vendors were selected to conduct demonstrations of their software in August. The second demonstration was completed on Wednesday, August 30th, and Port staff unanimously chose to move forward with Tyler Technologies’ ERP Pro (formerly known as Incode).*
 - *Port staff posted an “intent to award” on Oregon Buys on September 1, 2023. We also began preliminary contract negotiations.*
 - *It is the Finance Department’s desire to be live on the new software on July 1, 2024. Tyler Technologies said they could meet that deadline.*
 - *The cost for the new software proposed by Tyler Technologies is \$66,800 for start-up costs (set-up, training, data conversions, etc.) and \$45,146 for on-going annual fees. The data and software will be hosted by Tyler and is managed by Amazon Web Services. The Port will always be on the latest version of the software as upgrades are processed automatically and are included in the annual fees.*
 - *A final contract will be brought back to the Commission for approval once it has been negotiated and reviewed by the Port attorney.*
- *Audit:*
 - *The finance staff spent most of the last week preparing for the annual audit. The auditors will be conducting the main audit the week of September 11th and wanted all files uploaded to their secure portal by September 1st for their review. Completing the*

audit by the end of September is important for the Finance Department to stay on track for implementing the new financial accounting software.

- *Toll increase:*
- *The toll increase went into effect September 1st. Finance worked with the tolling software provider, P-Square, to make sure both BreezeBy and the toll booth were ready for the new toll rates.*

FACILITIES – RYAN KLAPPRICH

- *Installed airport fuel tank grounding ring.*
- *Moved gravel pile at Lower Hanel Mill.*
- *On site meeting at Lower Hanel Mill for ground work for future construction.*
- *Finished Big 7 tenant space for new lease.*
- *Installed new toll plaza signs.*
- *Coordination with pipeline painting crew.*
- *Underwater pier grouting and moving barge to new area.*
- *Bridge lift span gear box repaired and on site ready for install on 9/6.*
- *New Superintendent continues to learn position.*
- *Bulldog welding confirmed that they will bring five welders during the wire rope closures to complete as much welding as possible. Hamilton – the wire rope contractor – has been advised.*
- *Single lane bridge closures on Saturday (9/2) weather permitting, and again on Tuesday and Wednesday from 8am to 11am for gasline painting. Gearbox install will occur concurrently.*

RECREATION/MARINA – DARYL STAFFORD, WATERFRONT MANAGER

- *Reviewed marina and waterfront needs with Tyler Technologies for the new Port financial software program.*
- *Met with Event Coordinator for AWSI Event taking place September 5th -9th to review set up and parking plans.*
- *Met with several Port recreation concessions to recap summer and discussed ideas for next year and move out/tear down.*
- *Participated in Vector Solutions online training for Emergency and Disaster preparedness and for Safety Management: Emergency Action Plan.*
- *Met with Cait McCusker from Dept. of State Lands to discuss the goals and objectives of the ADV (abandoned and derelict vessels) program.*
- *Discussed letter from Downwinder Food Cart who is seeking financial compensation with Port legal counsel.*
- *Worked with Port parking enforcement/security with trespassing two individuals from Port property (separate instances) that were exhibiting bad behavior. Our procedure is that we let them know they are not welcome back on Port properties for 1 week. After that time, they may come back, however if we have a problem again charges may be filed.*
- *Evicted boat/boat owner from the Marina moorage that was in a slip without permission from the slip tenant or the Port.*

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WIRE ROPE REPLACEMENT PROJECT

Description/Project	Task	Start	Due Date	Status
Wire Rope Replacement / Lead: Ryan, Kevin & Paul Bandlow; Contractor: Hamilton, Joe Hampton, (541) 746-2426	Wire rope open socket fabrication		7/1/2023	Complete
	Wire rope shim fabrication		7/1/2023	Shims Complete - Final machining pending as-built rope lengths.
	socket pin fabrication including paint requirements and protection from corrosion prior to painting		7/1/2023	Complete
	Counterweight jacking material fabrication		7/1/2023	Completed
	Submit erection and working drawings - see special provisions for requirements		7/1/2023	Completed
	Provide material certifications for all materials		7/15/2023 7/17/2023	Completed
	Wire rope block socket fabrication		7/21/2023	Completed
	Submit workforce qualifications - see special provisions		7/22/2023	Completed
	WJE on site wire rope manufacturing inspection	8/9/2023	8/10/2023	Completed
	Provide appropriate disposal plan for all wire ropes and other material removed from the bridge		7/29/2023 8/1/2023 8/31/2023 9/1/2023	August Completion
	Submit wire rope handling and installation procedure		7/29/2023 8/1/2023 8/31/2023 9/1/2023	Submitted Partial, August Completion for rest
	Submit counterweight jacking procedure		7/29/2023 8/1/2023 8/31/2023	Submitted Partial, August Completion for rest. Coming Tuesday. Cleanin up final details.
	Assemble wire ropes		7/31/2023 8/24/2023	8 assemblies complete 8/10, 8 in progress to finish Monday 8/24. Completed.
	Wire rope prestretching		7/31/2023 8/24/2023	8 assemblies complete 8/10, 8 in progress to finish Monday 8/24. Completed.
	Wire rope measurements		7/31/2023 8/24/2023	8 assemblies complete 8/10, 8 in progress to finish Monday 8/24. Completed.
	Wire rope length adjustment using shop shim		7/31/2023 8/1/2023 8/25/2023	Shims are built, will be machined once we have final measurements. Final adjustments made on site. Completed
	Wire rope break tests		8/7/2023	Completed
	Coil wire ropes on reels - note reel diameter requirements		8/1/2023 8/15/2023 9/5/2023	August once all testing complete. Completed
	Ship ropes to bridge site and store indoors		8/1/2023 8/15/2023 9/5/2023	August once all testing complete. Fork lift delivered 8/31. Fork lift delivered.
	Submit lubrication procedure and lubricants for all components requiring lubrication including the full length of the wire ropes.		8/1/2023 8/31/2023 9/1/2023	Will Submit in August. Completed to 9/1
	Submit wire rope tensioning procedure including qualifications of professional engineer licensed in Oregon.		8/1/2023 8/31/2023	Completed, additional Info requested. Completed. All info submitted.
	Submit detailed work plan for closure period with hourly or shift basis for all tasks on the critical path		8/1/2023 8/31/2023 9/8/2023	Submitted Partial, August Completion for rest. Coming next week 9/8
	Mobilize on site	9/5/2023	11/3/2023	will need to discuss this timing. We'll schedule a planning meeting sometime next week by 9/8 to finalize plan
	Installation complete	11/3/2023	11/6/2023	estimate. Staff confirming with area contacts. Tentative date.
	Demob		11/13/2023	jacking equipment will stay for adjustments at 6 month test.
	Submit rope tension report at the completion of rope tension adjustments		11/15/2023	Will submit post installation and testing
submit "as-built" drawings identifying any changes from approved drawings		11/15/2023	Will submit post installation and adjustment	
Six month test		5/1/2024	to be scheduled with WJE	

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FINANCIAL SOFTWARE REPLACEMENT PROJECT

Description/Project	Task	Start	Due Date	Status
Financial Software / Lead: Debbie	RFP Developed	3/23/2023	6/6/2023	Complete
	Deadline for Questions	6/7/2023	6/27/2023	COMPLETE - only two vendor questions that were software specific.
	Proposal Deadline	6/7/2023	7/11/2023	COMPLETE - Received 6 proposals - 2 to be considered
	Selection Committee Review	7/12/2023	8/7/2023	Open -given only 2 acceptable responses, may finish sooner
	Vendor Demonstrations	8/8/2023	8/17/2023	Demos scheduled:
	Caselle Demo Schedule	8/17/2023	8/17/2023	Complete
	Tyler Demo Schedule	8/30/2023	8/30/2023	Complete
	Intent to Award Noticed		9/1/2023	Done
	Deadline for Protests		9/11/2023	Future
	Contract Award		9/19/2023	Future (assumes a Sept 19th Commission meeting)
	Implementation GL/AP	9/20/2023	6/30/2024	Depends on Vendor's staff availability
	Implementation GL/AR	9/20/2023	6/30/2024	Depends on Vendor's staff availability
	Implementation PR	9/20/2023	6/30/2024	Depends on Vendor's staff availability
Implementation Other	9/20/2023	6/30/2024	Depends on Vendor's staff availability	

Implementation process depends heavily on vendor capacity

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UNDERWATER PIER REPAIRS

Description/Project	Task	Start	Due Date	Status	
Underwater Pier Repairs Lead: Mark Libby, Kevin and Ryan; Contractor: Advanced American	RFP Issued	3/9/2023	3/30/2023	Complete	
	Pre-proposal Meeting	NA	NA		
	Protest Period	4/6/2023	4/13/2023	Complete	
	Contract Approval	4/18/2023		Complete	
	Contract Start/Notice to Proceed			Complete	
	Pre-construction meeting	5/4/2023	5/4/2023	Complete. Determined that water flow in river was not safe. Agreed to wait for safer conditions.	
	Submittals	Schedule adjustment	5/11/2023	7/21/2023	No cost change order for extending completion timeframe
		Safety Plan	5/16/2023	5/16/2023	Approved
		Field Verification Survey	6/28/2023	6/29/2023	field dive inspection performed - COMPLETE
		Field Verification Submittal	7/14/2023	7/26/2023	submittal returned 7/18 with questions and clarifications. Revised submittal approved as noted. - complete
		Schedule submitted	7/31/2023	8/1/2023	complete
		Pollution Control and Water Quality Plan		8/3/2023	outstanding; due 2 weeks prior to on-site work - Complete
		Procure materials	7/24/2023	8/11/2023	submittals will be sent for gaskets, grout, epoxy. - complete
		SpecChem UW Grout	8/14/2023	8/14/2023	Approved - Complete
		Hilti Epoxy	8/15/2023	8/15/2023	Approved - Complete
		Mobilize dive spread	8/14/2023	8/16/2023 8/17/2023	getting staged. Barge coming up 8/16 at noon. Motor repair delayed until 8/17. - COMPLETE
		Pier 6 Repairs	8/17/2023	8/31/2023 9/1/2023	pressure washing by 8/18; Mark L. will come out Thurs. or Fri.
		Pier 8 Repairs	9/1/2023	9/27/2023	
		Substantial Completion		6/30/2023 8/31/2023 9/27/2023	due to flow conditions
		Demobilize dive spread	9/28/2023	10/2/2023	
		Repair documentation submittal			
		Contract Completion		7/15/2023 9/15/2023 10/9/2023	

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LOWER MILL MARKET ANALYSIS

Description/Project	Task/Subtask	Start	Complete	Status/Notes
	Kick off	4/24/2023	4/24/2023	COMPLETE
Lower Mill Market StudyProject Lead: Greg Hagbery/ ECONW, Chris Blakney, (503) 896-8402	Market Analysis/H&BU Analysis	5/1/2023	6/12/2023 6/28/2023	Draft complete 6/28/2023. Meeting with Port/Consultant team on 7/7/2023 to receive comments and review findings. COMPLETE
	Conceptual Layouts	7/10/2023	7/24/2023	Mackenzie Engineering under contract 7/10/2023. Conceptual layouts delivered 7/24/2023, first iteration. - COMPLETE
	Conceptual Layout Review amd Iterations	7/24/2023	TBD by Port	Partial Port task. Port to review and provide feedback. Estimated 1-week process. Port to select preferred alternative for financial modeling. 2nd iteration received on 7/31. Feedback to Chris week of Aug. 1. Conceptual layout finalized 8/2
			8/2/2023	
	Financial Feasibility Analysis	8/2/2023	6/26/2023 8/23/2023	Pro forma analysis of the selected alternative. Estimated 3-week process including Port Review.
	Deal Assessment	(estimated 8/23/2023)	7/6/2023 8/30/2023	Dependent on Port approval of financial modeling. Estimated 1-week process.
	Final Report and Recommendations	(estimated 8/30/2023)	7/31/2023 9/6/2023	Depended on Port review of deal assessment. Estimated 1-week process. Met with EconW on 8/23 to review finacial model. Additonal work was requested.
	Presentation to Commission / staff discussion/recommendations	9/19/2023	9/19/2023	

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NORTH APRON DEVELOPMENT

Description/Project	Task	Start	Due Date	Status
North Apron Development Greg Hagbery: Lead	Execute Term Sheet	6/1/2023	9/1/2023	
	Feasibility and Due Diligence			
	Presentation of Term Sheet to Comms for MOU approval	8/15/2023	8/15/2023	
	MOU development staff/outside counsel	8/22/2023	TBD	Staff is consulting with outside counsel to discuss appropriate timeline for MOU negotiations.
	Land Use Application	9/1/2023	1/15/2024	
	Windmaster Sewer District Capacity Check			
	ODOT - Complete Traffic Impact Letter or Traffic Analysis			
	Building Permit Application	9/1/2023	11/15/2023	
	Phase 1 Construction: Hangars 1-5 or fewer	2/1/2024	1/31/2025	

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HANEL MILL SITE IMPROVEMENT

Description/Project	TASKS / SUB-TASKS	START	END	Staus	WORKDAYS
Hanel Mill Lot 902 Site Improvement Contractor Procurement Lead: Greg	Receive Proposal from HRK	7/26/23	7/26/23	complete	0
	Contract reviewed and signed	7/26/23	7/28/23	Complete	2
	C/E Documents & Bid Pack received	8/1/23	8/11/2023	Met with HRK & Ryan to discuss phasing strategy due to estimated cost of total project. HRK to have drawings and bid pack to Port by 8/9. Minor modifications pushed delivery of drawing and bid sheet to 8/11/2023. Drawings received.	0
	DEVELOP PROCUREMENT DOCS				9
	Staff Prepares Prelim ITB/RFPDraft	8/10/2023 8/15/2023	8/15/2023 8/18/2023	Staff was ill 8/17 & 8/18	3
	Procurement docs finalized	8/18/23	8/22/23	Complete	2
	Port Staff/Legal Review of ITB	8/22/23	8/28/23	Complete	4
	RFP/RFQ RELEASED				7
	Issue Date of ITB	8/24/23	8/24/23	Complete	0
	Pre-proposal meeting	8/29/23	8/29/23	10 contractors attended.	0
	RFP Addendum (if necessary)	8/29/23	8/30/23		1
	Close question period	8/30/23	9/7/23		5
	Final Addendum (if necessary)	9/7/23	9/8/23		1
	Submittals due	9/11/23	9/11/23	possibly change to 9/11	0
	SUBMITTAL EVALUATIONS				13
	Evaluation Comm. Review; Meeting	9/11/23	9/13/23		2
	*Request for information	9/13/23	9/13/23	not needed	0
	Evaluation Comm. completes assessment	9/13/23	9/14/23		1
	Port Comm. Authorizes Notice to Proceed (NTP)			9/19/23	5
	Selection protest period	9/19/23	9/26/23		5

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FUEL FARM PROJECT

Description/Project	Task	Start	Due Date	Status
Fuel Farm / Lead: Greg	Point of Sale (POS) Repairs		N/A	Point of sale returned (QTPod M4000). Took to QT headquarters. Request for Status Update Sent to Mascott. 7/24-GH checked in w Mascott
	Engineer Finalize Recommendations for Completion of Project		PAE Task Order -> +1 week	PAE evaluating current installation and will provide recommendations for completion. Also coordinating wiring/conduit diagram with Mascott.
	Complete Remaining Site Development Work (Excludes Electrical and Communications)		Engineer Recommendations -> +3 weeks	PAE has requested plan for anchoring skid from Mascott.
	Complete Remaining Fuel Equipment Installation Critical to Fire Marshal Approval (Signage, Placards, Fire Extinguishers, Overfill Alarm, Emergency Shutoff, Etc.)		Engineer Recommendations -> +3 weeks	
	Receive Fire Marshal Approval to Fill Tank (Including FM site visit if required)		Completion of Site Work & Equipment Installation -> +2 weeks	Port coordinating with Fire Marshal for list of discrepancies noted to date.
	POS Returned to Port		8/14/2023	Request for Status Update Sent to Mascott. Mascott scheduled to deliver Qtpod on Monday 8/14/2023. QT pod received. Dick Sohler to install 8/15-8/18
	Install POS & Complete Site Electrical/Communication	8/15/2023	8/28/2023	Return of POS -> +2 weeks. PAE coordinating wiring/conduit diagram with Mascott. Port will install "grounding system" during this time.
	Ground wire installation by Port Staff	8/24/2023	8/31/2023	Staff has begun saw cutting perimeter of slab to install grounding wire for tank.
	Partial Fill of Tank, Fuel Soak Test, Equipment Calibration, Training		9/11/2023	Completion of Electrical/Comms -> +2 weeks
	Collect Fuel Sample and Perform Laboratory Analysis, Oregon Department of Agriculture (ODA)g Weights and Measures coordination for new liquid fuel meter, System Commissioned		9/18/2023	Initial Tank Fill -> +1 week
Complete Spill Prevention, Control, and Countermeasures (SPCC) Plan		11/13/2023	System Commissioning -> +8 weeks (Must Be Completed Within 6 Months of System Commissioning) Fuel dispensation can take place during this period while waiting for final sign off by DSL	

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Airport: Ken Jernstedt Airfield (452)
 Sponsor: Port of Hood River
 Project: AWOS Study: Wind Sensor Re-location
 AIP Number: 3-41-0026-017-2022
 Date: August 2023

General Assumptive AIP grant 017-2022 SOW will be amended, grant will fund an AWOS/wind sensor relocation study only
 Existing AWOS equipment will not be replaced as previously planned
 Anemometer (wind sensor) to be replaced and relocated from existing location to new, FAA approved, location on airport

Schedule to complete study:

Description/Project	Task	Subtask	Start	Duration	Status/Comments	
A W O S S t u d y / l o c a t i o n G r a n t	1	Identify new/proposed location for new wind sensor	Complete a sighting study and Draft Report	Nov. 2022	Nov. 2022 - Sept. 2023	Report currently in Draft form - potentially viable location identified - requires tree obstructions to be removed for viability - majority of tree obstructions on airport property, a few on adjacent private property. Some trees located within an identified wetland. Need to coordinate requirements w/ Port staff and FAA
		Confirm that existing AWOS system can communicate, remotely with new, re-located wind sensor equipment		Aug-23	8/17/23 - 9/15/23 +/- 4 weeks	Requires coordination with AWOS specialist (Bill Kelsey)
		Confirm tree obstructions can be felled/removed		Aug-23	8/1/23 - 10/15/23 +/- 10 weeks	Requires coordination with Port, adjacent property owner, FAA PM (Mary Vargas) and FAA Environmental Specialist (Adam Merrill)
		Confirm Proposed location has nearby power service for new wind sensor location		Oct./Nov. 2023	10/15/23 - 11/15/23 +/- 4 weeks	Includes coordination of new electrical service, or utilize existing service at airport. Requires coordination with Port staff, Electrical Engineer and local electrical utility
		if new wind sensor equipment can't communicate remotely with existing AWOS equipment, identify viable method for a hardwire connection		Oct. - Nov. 2023	9/15/23 - 11/15/23 +/- 8 weeks	Requires coordination with Port staff, AWOS Specialist and Electrical Engineer
	Finalize recommendation for new wind sensor location		Nov./Dec. 2023	11/15/23 - 12/15/23 +/- 1 month	Send Final Draft to Port for review/comment - Includes final Draft of sighting study report	
	2	Coordinate proposed wind sensor location with FAA	Send Sighting study to FAA for review/comment and approval	Jan-24	Jan. - April 2023 +/- 4 months	Requires coordination with FAA Non-Fed Program Implementation Manager and ADO PM
			Follow up on FAA review comments and finalize location with FAA	March/April 2024	+/- 1 month	
			Submit proposed location, with height for airspace review (7460 process).	May - July 2024	+/- 3 months	Submitted thru the OEAAA web portal. FAA review and follow up can take 45-120 days
		Request waiver from FAA for approval of abnormal AWOS configuration		June/July 2024	+/- 2 month	
3	Finalize Wind Sensor Sighting Study and submit to Port and FAA (ADO PM)		Jul-24	2 weeks	Includes recommendation to 452 for new wind sensor location, list of items required to install new relocated wind sensor, and estimated costs	
4	FAA AIP 017-2022 Grant Closeout		Aug./Sept. 2024	+/- 2 months	Goal would be to have closeout completed prior to FAA's FY end	

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AIRPORT WETLAND PROJECT

Description/Project	Task	Start	Due Date	Status
Repair Airport Wetland / Lead: Greg	Submit draft revision of maint plan to DSL for consideration	6/19/2023		Submitted
	Initial feedback from DSL	7/6/2023		Received email 7/6
	ECO-Land submit final draft to DSL	7/13/2023		Complete
	Port Facilities Team - mow and weedwhip overgrown invasive species.	8/1/2023	8/15/2023	active
	Procure contractor to purchase plant species. Port staff to install	8/17/2023	8/17/2023 9/1/2023	This process is underway. Bid came back at cost that required more negotiation on cost.
	Install plantspecies specified in Ecological Land Services memo to DSL	9/4/2023	9/15/2023	

LOT ONE TRANSPORTATION ENGINEERING

Description/Project	Task	Start	Due Date	Status
Lot 1/Phase 1 / Greg Hagbery: Lead	RFP Issued	1/1/2023	2/10/2023	Complete
	Pre-proposal Meeting	2/11/2023	3/1/2023	Complete
	Protest Period	3/2/2023	3/14/2023	Complete
	Proposal Deadline	3/15/2023	4/21/2023	Complete
	Negotiations	5/17/2023	7/18/2023	6/23/23 - updated scope/fee reviewed; 6/15 - legal review. 6/13/2023 - Received updated scope and fee. 6/9 - Negotiated Scope including proof testing prior efforts. 6/7 - Reviewed 3rd Party Eval. 6/1 - Discussed revised scope; contract provisions; 5/29 - kickoff meeting. 5/17 - Notice of Intent to Negotiate
	Contract Approval/NTP	7/11/2023	7/12/2023	Complete. Sent via email 7/12.
	Project research and evaluation	7/18/2023	10/16/2023	8/1 - met with KPFF and ODOT. 8/10 - discussed methodology. Presentation prep for 10/16; decision two weeks after. KPFF to prepare date for next working meeting.
	Basis of Design	10/2/2023	10/16/2023	
	Presentation to Port Commission	10/16/2023	10/17/2023	
	Commission Decision	10/18/2023	11/7/2023	meeting added after 8/10 discussion
	Geotechnical Investigations	10/16/2023	1/15/2024	
	30% Schematic	10/16/2023	12/18/2023	
	Review	12/18/2023	1/8/2024	
	60% Detailed	1/8/2024	3/8/2024	
	Review	3/8/2024	3/29/2024	
	90% Design	3/29/2024	5/28/2024	
	Review	5/28/2024	7/12/2024	
	100% CD	6/11/2024	7/26/2024	
	Permitting	5/28/2024	7/12/2024	
	Bidding	7/26/2024	8/26/2024	
Construction	8/26/2024	8/26/2025		



Phone (503) 885-9815

Fax (503) 885-9815



info@hranswers.com



7650 SW Beveland Street Ste 130

Tigard, Oregon 97223

To: Kristi Chapman, Commission President
Port of Hood River

From: Rebecca Vales, Senior Consultant
HR Answers, Inc.

Date: August 21, 2023

Re: Port of Hood River, Executive Director
Annual Performance Review

As per your request, the Port has retained HR Answers, Inc. to develop and conduct an Annual Performance Review of the Port of Hood River, Executive Director position. Kevin Greenwood is the current incumbent.

The Port's Personnel Committee worked with HR Answers to develop a new review process for the Executive Director role. The performance review will be administered via an electronic survey administered exclusively by HR Answers to ensure autonomy of participant responses. The survey will be sent via email to all Port staff and Port Commissioners on Monday, September 11, 2023, at 8:00am. The survey will conclude on Friday, September 22, 2023. Survey results will be compiled by HR Answers and provided to the Commission on or before October 1, 2023.

Please let me know if you have any questions.

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Prepared by: Greg Hagbery
Date: September 5, 2023
Re: Airport Wetland Mitigation

In 2018, the Port pursued an apron expansion project at the Ken Jernstedt Airfield. As part of the overall project, it was necessary to mitigate a wetland by creating an alternative watershed due east of the project site. Per the permit through the Department of State Lands (DSL), maintenance and annual monitoring is required for five years after the wetland has been established.

The first year of monitoring revealed that invasive species had outnumbered native species planted in the new wetland area. Staff sought consultation from environmental engineering firm Ecological Land Services to assist with assessing the site, communicating directly with DSL and developing a revised wetland plant species plan which will introduce more resilient native species, and more receptive to the specific conditions present at the site. That updated mitigation plan has been presented to DSL and approved.

Staff advertised a solicitation for assistance in performing the follow-on work of procuring the plant species, oversight for the installation (installation to be performed by Port Facilities staff), developing an as-built report, as well as performing the required year-1 monitoring report and follow-up coordination with DSL on status of the wetland.

The attached Ecological Land Services (ELS) cost proposal was received during the intermediate procurement process, which was then reviewed by Port staff and compared to competing bids. Staff recommends awarding a contract to ELS to assist the Port with implementation of the wetland mitigation strategies approved by DSL in the updated mitigation plan.

RECOMMENDATION: Approve award of contract with Ecological Land Services for professional services for the airport wetland mitigation implementation, not to exceed \$23,800.

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August 28, 2023

Services Requested By:

Port of Hood River
Attention: Greg Hagbery
1000 East Port Marina Drive
Hood River, OR 9731

Phone: 541.386.5116
Cell Phone: 305.342.1948
E-mail: ghagbery@portofhoodriver.com
Billing E-mail: jscotgins@portofhoodriver.com

Please provide billing information, if different:

Client: _____
Address: _____
City, State Zip: _____
Phone: _____
Fax: _____
Cell Phone: _____
E-mail: _____
Billing E-mail: _____

Airfield Mitigation Implementation — If you would like to choose a different project name, please indicate:

- I understand the **Project Assumptions, Exhibit A.**
- I understand the **Terms of Agreement, Exhibit B.**
- ELS will bill on a time and materials basis. Rate schedule is provided in **Exhibit C.**
- This proposal is valid for *30 days* from the date of this letter.
- My correct contact and billing information have been provided above. Invoices will be emailed unless otherwise requested.
- Do Prevailing wages apply to this project? YES NO

Acceptance and Agreement

I hereby authorize Ecological Land Services, Inc. to perform work as described in the Description of Services and Estimated Costs, with a Not-To-Exceed total of **\$23,800**. I accept the terms as stated in this Cost Proposal and Agreement and Exhibits, dated this _____ day of _____, _____.

Signature
Port of Hood River



Steffanie Simpson
Ecological Land Services, Inc.

Printed Name, Title
Port of Hood River

Brief Project Description:

Procure plants, provide oversight for plant installation, prepare an as-built report, conduct Year 1 monitoring activities, and prepare the Year 1 monitoring report for the Ken Jernstedt Airfield mitigation site. Project site is on Hood River County tax lots 1603, 2501, and 2503.

Description of Services and Estimated Costs:

Task 1: Plant Procurement

Includes the following:

- Coordinate with nursery for plant.
- Procure plants, plant protector cones, and cone stakes.
- *Does not include mulch procurement.*

Estimate: \$5,000

Task 2: Mitigation Installation Oversight

Includes the following:

- Provide guidance and instruction on where to plant specific species according to mitigation plan specifications.
- Provide general maintenance guidance.
- Assumes up to 3 days of oversight.

Estimate: \$3,000

Task 3: As-built Report

Includes the following:

- Inspect mitigation area.
- Map plant communities, areas dominated by invasive species, and other mitigation features as needed.
- Prepare as-built report and associated graphics for agency submittal.

Estimate: \$3,800 - \$5,800

Task 4: Year 1 Monitoring and Report

Includes the following:

- Conduct Year 1 monitoring activities (at least 6 months after plant installation).
- Prepare Year 1 monitoring report and associated graphics for agency submittal.

Estimate: \$6,500 - \$8,500

Task 5: Coordination and Correspondence

Includes the following:

- Coordination and correspondence with client and agency personnel.

Estimate: \$1,500

Task 1:	\$	5,000
Task 2:	\$	3,000
Task 3:	\$	3,800-5,800
Task 4:	\$	6,500-8,500
Task 5:	\$	1,500
Total Not-To-Exceed Estimate Range: \$ 19,800-23,800		

* The above task estimates are informational and for client budgeting purposes. ELS will invoice according to the NTE total, not the individual task amounts.

Account Balance: If at any time the **account balance for this project is beyond 30 days past due** work will cease until payment is received. **Current balance must be satisfied prior to final report being released to client.**

If payment of project invoices requires special arrangements, additional administrative costs may be incurred.

Important: The estimated cost proposal is based upon ELS’s understanding of the scope of the project at the time of this estimate. If the work required to complete the project expands beyond the current project scope and assumptions, due to unforeseen difficulties which are outside of ELS’s control, or any changes requested by the client, billing will be adjusted in accordance with the additional work required. The estimated fees for such expanded work will be billed to the client, and when practical, ELS will make the best effort to consult with the client in advance and receive written correspondence to clarify and confirm changes in the scope of work and any additional estimated fees. For any such expansion of work, ELS shall bill on a time and materials basis, unless other conditions are established. Materials or outside services needed to complete such expanded work (see hourly rates, Exhibit C) will be billed at cost with a handling fee (Item #4, Terms of Agreement, Exhibit B).

Not included in Estimate: application fees and costs, meetings and site visits beyond those specified within the estimate including those required by any regulatory agency, revisions requested by the client or regulatory agencies, post-application revisions or additions outside of the work quoted on the estimate, additional time and revisions related to changes required by regulatory agencies, additional time and reports related to opposition to the project and other time and expenses not specified within the estimate.

Exhibit A

Project Assumptions

This Cost Proposal offered by ELS, Inc. is based upon the following standard assumptions. Should one or more of these assumptions be incorrect, change or otherwise be altered costs and time for completion of the project may be impacted.

Universal Project Assumptions:

1. No violations exist for the subject property.
2. Unless stated elsewhere within the proposal, no more than one field visit will be required by ELS, Inc. or its agents.
3. Site conditions during project work will not differ significantly from the conditions ELS, Inc. observed or assumed when creating this proposal. These observations or assumptions are based upon one or more of the following: a pre-proposal site visit, correspondence with the client, or information derived from aerial photography.
4. The client has the right to access the subject property and will grant ELS, Inc. and its agents right of entry as needed to perform any and all tasks requested or listed within the Cost Proposal and Agreement.
5. All portions of the subject property are easily accessible with minimal clearing required to access and navigate the site. No hazardous conditions or livestock will be present on the subject property at the time of any site visit.
6. Property information provided for the project is accurate and subject property boundaries are clearly marked and/or understandable.

Project Specific Assumptions:

7. One ELS field crew member will provide mitigation oversight.
8. The Port will procure and purchase mulch for plantings.
9. The Port will conduct regular maintenance of mitigation site and provide irrigation.

Exhibit B

Terms of Agreement for Professional Services Provided by ELS

1. The client orders the professional services of ELS. Said professional services may include jurisdictional wetland delineation, environmental report preparation, environmental permit applications, and other environmental related and consulting services.
2. ELS agrees to furnish and perform the professional services described herein in accordance with accepted professional standards. ELS agrees to perform said work in a timely manner, provided that ELS shall not be responsible for delays in completing said work that cannot reasonably be foreseen on date hereof, for delays which are caused by factors beyond their control, delays resulting from the action or inaction of any government agency or subcontractor not hired by ELS, or for delays resulting from the action or inaction of the client.
3. ELS makes no warranty, expressed or implied, as to their findings, recommendations, plans and specifications, or professional advice except that they were made or prepared in accordance with generally accepted practices. It is agreed that the professional services described herein shall be performed for the client's account. All past due accounts will be charged 1.5% per month or 18% per annum.
4. In the event that a subcontractor is needed for a project and the client wishes to have the subcontractor bill ELS directly, a 10% handling fee will be added to client invoice for this. In the event that permit costs are needed for a portion of a project and the client wishes to have ELS pay costs at time of request, a 10% handling fee will be added to client invoice for this service. Other project expenses paid in advance by ELS, a 10% handling fee will be added to client invoice for such costs. These costs can include, but not limited to aerial photos, specialty maps, government documentation, color copies, oversized copies, film development and some field related supplies.
5. Sales tax will be applied to any project that includes planting/installation and/or maintenance. The sales tax rate will be based on the site location of project. Sales tax will be applied to in-house copies, statement to be provided by ELS, when applicable.
6. The client and ELS each bind themselves, their partners, successors, executors, and assignees to the other party of this agreement and to the partners, successors, executors, and assigns of such other party in respect to this agreement.
7. By mutual agreement of the parties hereto, the client hereby agrees to indemnify, defend and hold harmless ELS from damages or liability of any character, including in part, personal injury, property damage, costs, expenses and attorney fees arising out of any negligent act, error or omission of the client, or any person or organization for whom client may be responsible.
8. The client shall be responsible for payment of all costs and expenses incurred by ELS for client's account; including any such moneys that ELS may advance for the client's account for any reasonable project related purpose.
9. Both the client and ELS have the right to terminate this agreement at any time by giving the other party three (3) days written notice thereof. In such case, ELS shall be paid in full for all services performed to the date of termination. Said charges shall be based on the percentage of project completion as of the termination date unless other arrangements have been made.
10. ELS reserves the right to withdraw this proposal if not accepted within 30 days.
11. If the client fails to pay as agreed and collection or other remedies are necessary, ELS shall be entitled to collect all costs of collection, including reasonable attorney's fees, costs and pre-judgment interest as allowed by contract.
12. In executing the Cost Proposal and Agreement, an electronic, facsimile, or other authorized reproduced or stamped signature may be used to sign and execute the agreement and shall have the same force and effect as a written signature.
13. All project-related written materials are created using best available science and professional judgment. Any content-related changes to project documentation that are requested by the client may result in additional fees billed on a time and materials basis. Any such changes are made at the client's own risk. Changes made by ELS at the request of the client may not stand up to agency scrutiny or review, may be rejected by regulatory agencies and may result in additional costs or delays.
14. This Agreement shall be governed by and construed in accordance with the laws of the borough, county, or province of the State of Oregon in which the project is located. Any dispute which arises from this agreement shall be litigated within the borough, county, or province of the State of Oregon in which the project is located.
15. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Exhibit C

Standard Billing Rates 2023

The cost estimates presented in this proposal are based on the following standard ELS billing rates:

Expert Witness Testimony/Litigation Support	Double the Hourly Rate
President	\$ 248.00 / Hour
Professional Biologist	\$ 214.00 / Hour
Operations Coordinator	\$ 165.00 / Hour
Biologist V	\$ 182.00 / Hour
Biologist IV	\$ 165.00 / Hour
Biologist III	\$ 135.00 / Hour
Biologist II	\$ 124.00 / Hour
Biologist I	\$ 108.00 / Hour
Biologist Entry Level	\$ 97.00 / Hour
Field Director	\$ 79.00 / Hour
Field Technician IV	\$ 74.00 / Hour
Field Technician III	\$ 68.00 / Hour
Field Technician II	\$ 64.00 / Hour
Field Technician I	\$ 60.00 / Hour
Graphics Manager	\$ 148.00 / Hour
Graphics Professional	\$ 143.00 / Hour
Graphics Technician V	\$ 135.00 / Hour
Graphics Technician IV	\$ 133.00 / Hour
Graphics Technician III	\$ 118.00 / Hour
Graphics Technician II	\$ 105.00 / Hour
Graphics Technician I	\$ 94.00 / Hour
Project Coordinator III	\$ 110.00 / Hour
Project Coordinator II	\$ 81.00 / Hour
Project Coordinator I	\$ 68.00 / Hour
Standard Mileage	\$.90 / Mile
Company Truck Mileage	\$.96 / Mile
Government Mileage Rate	.65 / Mile <i>(or current rates)</i>

ELS rates are subject to change upon approval of the Board of Directors.

Exhibit D

Plant Replacement Clause

Within the first calendar year after planting, ELS will provide replacement for plant mortality due to planting error or non-viable plant stock if the planting areas meet all the criteria specified in the mitigation plan for site preparation including, but not limited to topsoil replacement, soil amendments, mulch application, and irrigation source(s). ELS will not provide replacement for plant mortality due to any other factors including, but not limited to vandalism, willful damage or destruction, animal interference, natural disasters, unsuitable soil conditions, inadequate third-party irrigation, or drought, flooding, extreme freezing, or other extreme weather conditions. ELS will not provide replacement for plant mortality after the first calendar year after planting. ELS shall be provided with written notice of any plant mortality for which it is responsible for replacing and shall be given reasonable opportunity to replace same prior to owner or primary contractor engaging any third party to replace any such plantings. ELS shall not be responsible for any costs whatsoever that may be associated with third parties replacing plants or irrigating for which ELS is responsible under this paragraph unless and until ELS has been provided with such reasonable opportunity to replace plantings and has failed to do so in a timely manner.

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OREGON



45.6739° Latitude
-121.5360° Longitude

LOCATION MAP

R 10 E

6			1
		11	
31			38

T
2
N

PROJECT VICINITY MAP

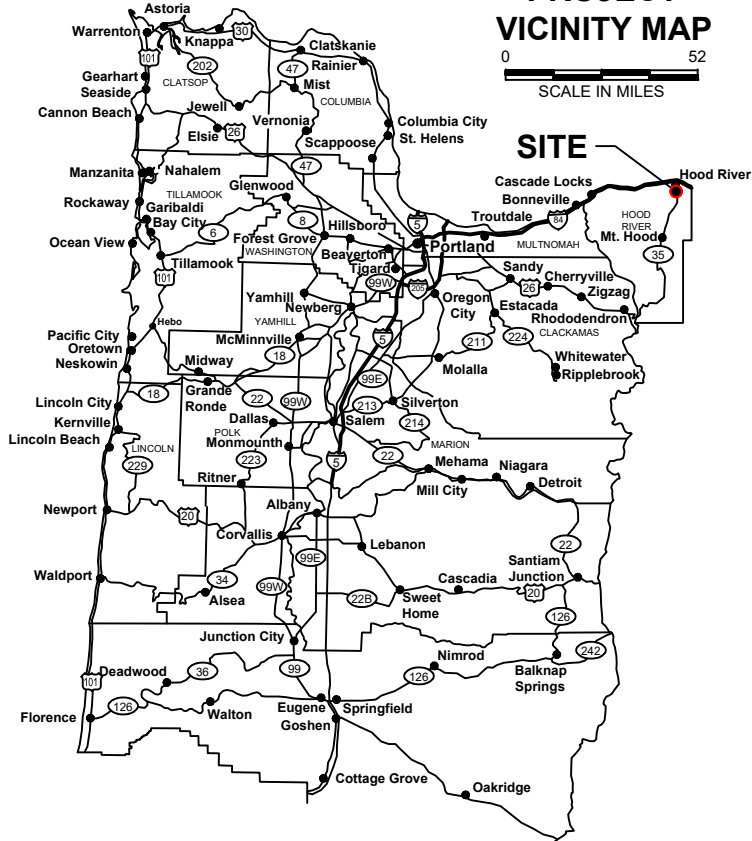


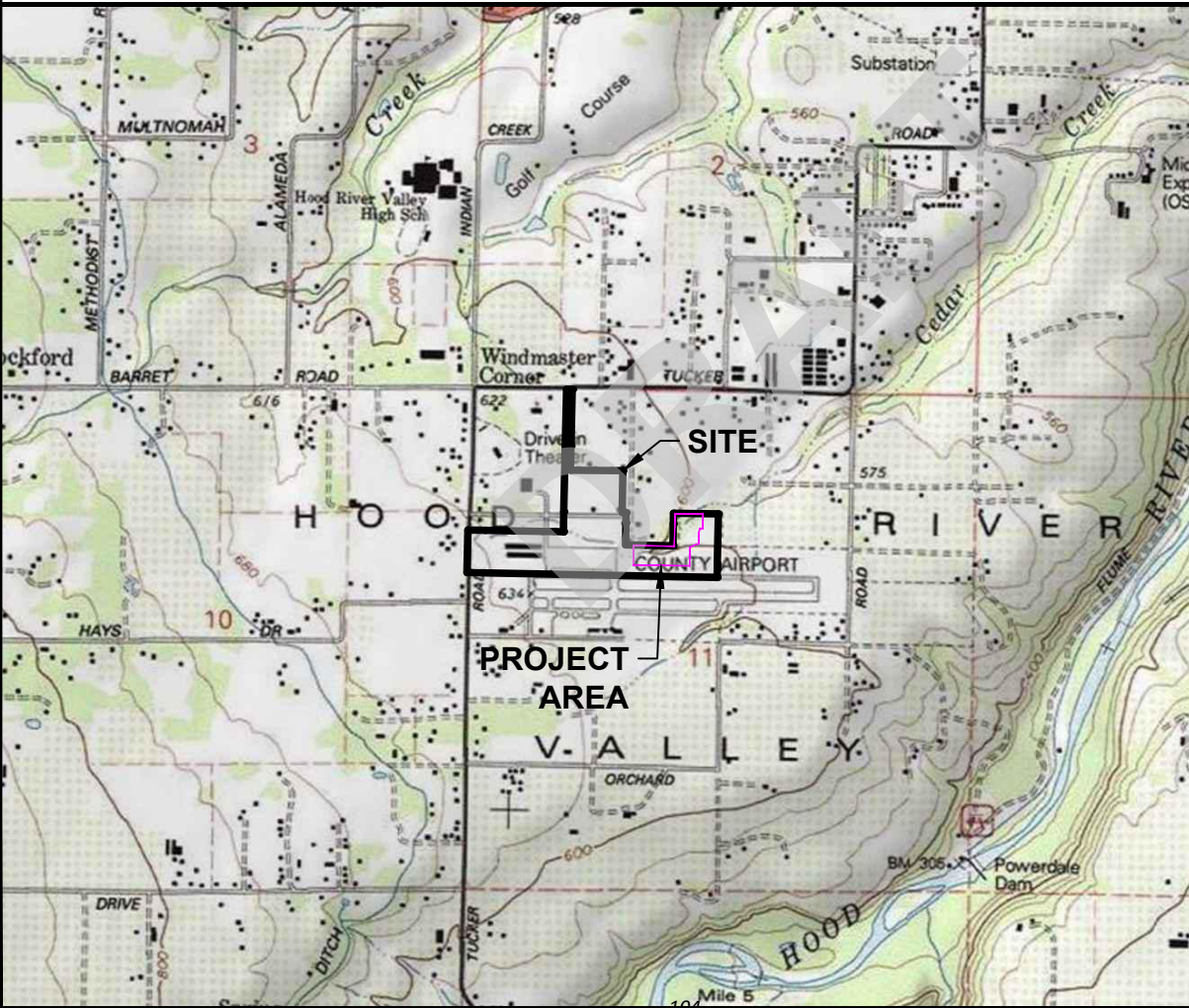
Figure 1

VICINITY MAP

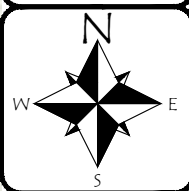
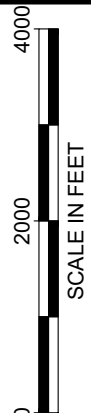
Ken Jernstedt Airfield Mitigation Addendum
Port of Hood River
Hood River County, Oregon
Section 11, Township 2N, Range 10E, W.M.

DATE: 6/1/23
DWN: JJK
REQ. BY: BTJ
PRJ. MGR: BTJ
CHK:
PROJECT NO:
3835.02

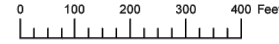
NOTE:
Quadrangle topographic map from USGS.



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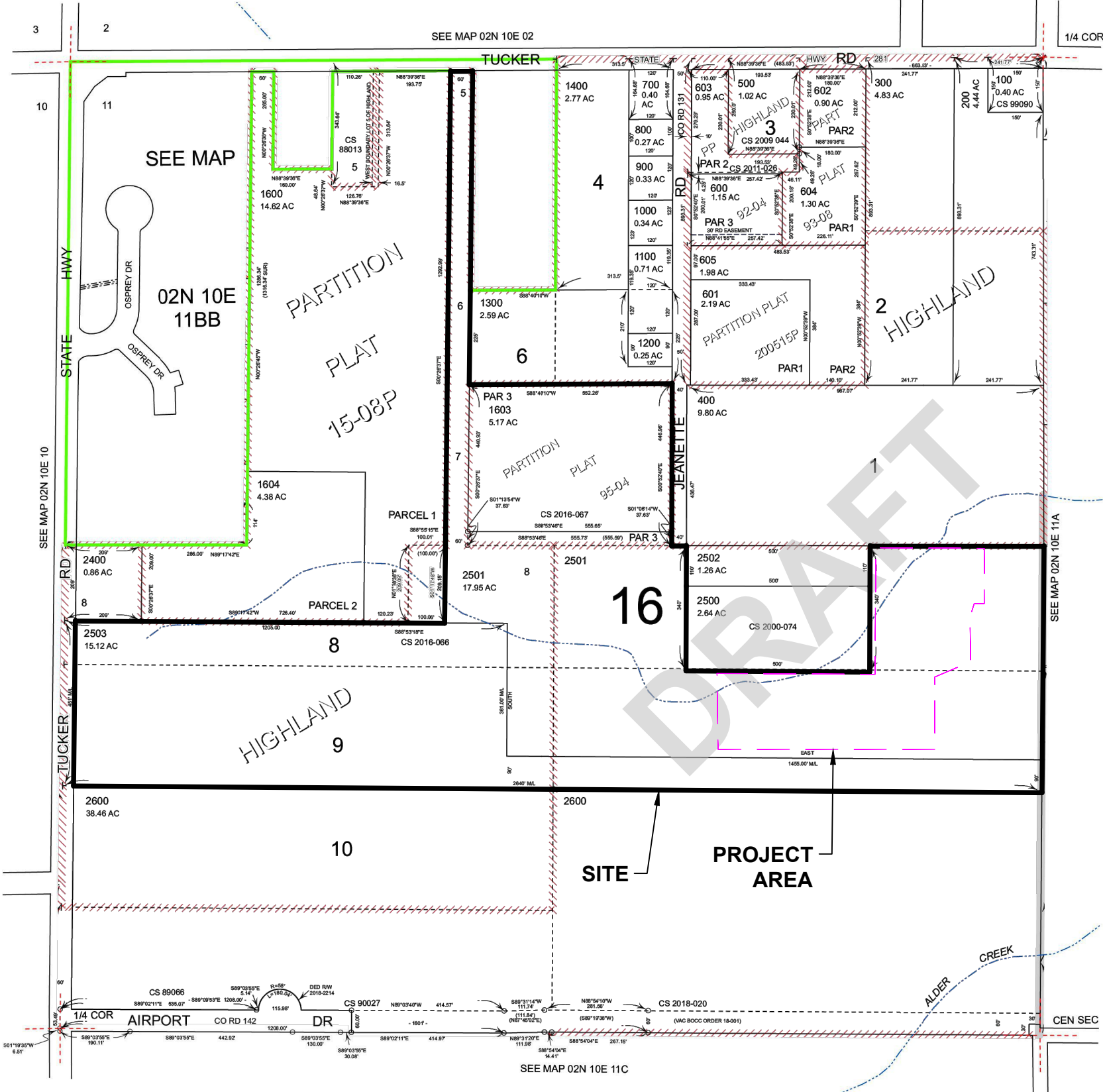


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



N.W. 1/4 SEC. 11 T.2N. R. 10E. W.M. HOOD RIVER COUNTY

02N10E11B & INDEX



Cancelled
1301
1302
1500
1601
1602
1700
1701
1702
1703
1704
1800
1900
2000
2100
2200
2300

- NOTE(S):**
1. Taxlot map 02n10e11b from ORMAP <https://ormap.net/>
 2. Site boundary from Hood River GIS Department (2020) and is approximate.
 3. Project boundary from Century West Engineering (March 2020).

Revised: TK
05/09/2019

& INDEX
02N10E11B

LEGEND:

- Site Boundary
- Project Area Boundary

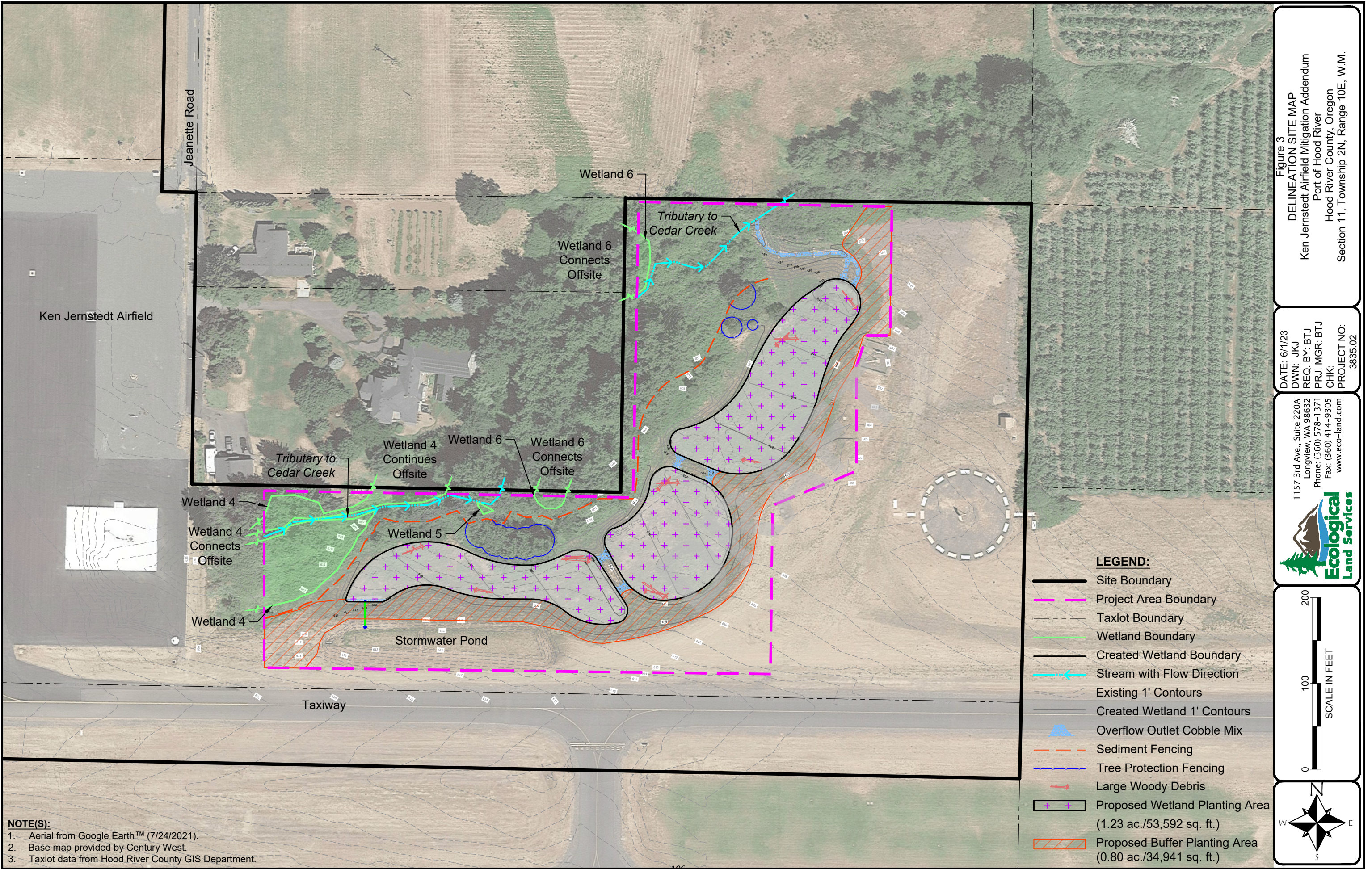
Figure 2
TAX LOT MAP
Ken Jernstedt Airfield Mitigation Addendum
Port of Hood River
Hood River County, Oregon
Section 11, Township 2N, Range 10E, W.M.

DATE: 6/1/23
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PROJECT NO: 3835.02

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NOT TO SCALE



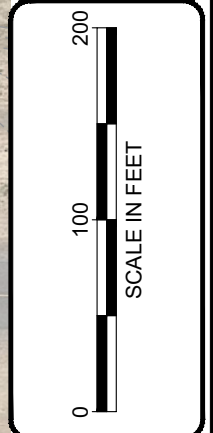


NOTE(S):
 1. Aerial from Google Earth™ (7/24/2021).
 2. Base map provided by Century West.
 3. Taxlot data from Hood River County GIS Department.

Figure 3
DELINEATION SITE MAP
 Ken Jernstedt Airfield Mitigation Addendum
 Port of Hood River
 Hood River County, Oregon
 Section 11, Township 2N, Range 10E, W.M.

DATE: 6/1/23
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 REQ. BY: BTJ
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 CHK:
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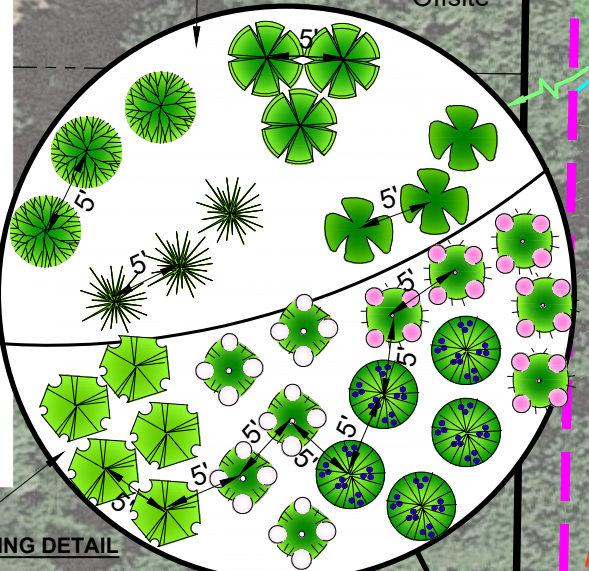
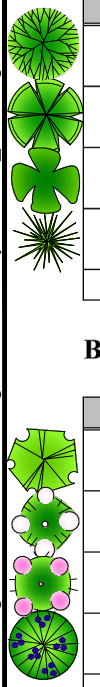
6/1/2023 12:42 PM C:\Users\Jennifer\Box\ELSIOR\Hood River\County\3835-Port of Hood River\County\3835-02-Ken Jernstedt Airfield Mitigation Site\3835-02-Figures CAD Only\3825-02_MIT.dwg Jennifer

Wetland Planting Table

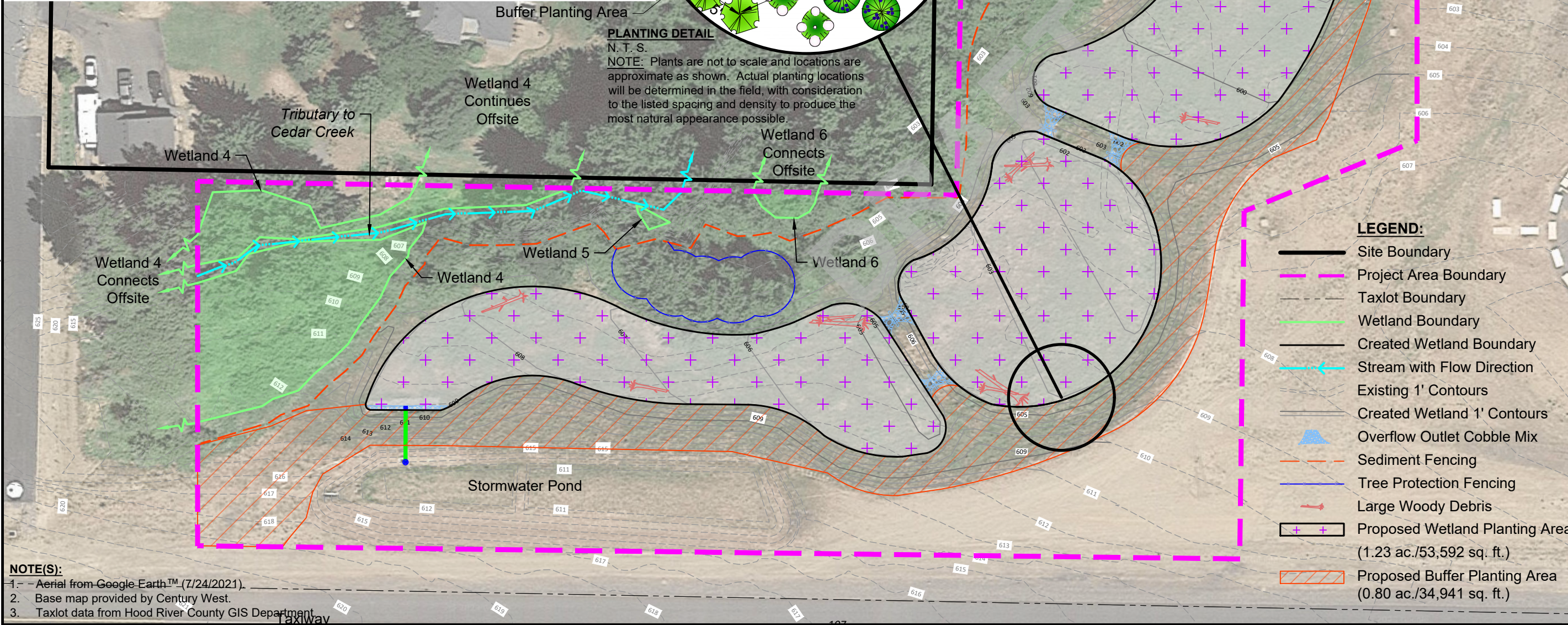
Scientific Name	Scientific Name	Size	Spacing	Amount
Sitka Willow	<i>Salix sitchensis</i>	4-6' stake	5-foot	150
Douglas Spiraea	<i>Spiraea douglasii</i>	1 gal	5-foot	150
Redosier Dogwood	<i>Cornus sericea</i>	1 gal	5-foot	150
Hooker Willow	<i>Salix hookeriana</i>	4-6' stake	5-foot	150
Total				600

Buffer Planting Table

Scientific Name	Scientific Name	Size	Spacing	Amount
Oregon Grape	<i>Mahonia nervosa</i>	1 gal	5-foot	320
Snowberry	<i>Symphoricarpos albus</i>	1 gal	5-foot	320
Nootka Rose	<i>Rosa nutkana</i>	1 gal	5-foot	320
Red Elderberry	<i>Sambucus racemosa</i>	1 gal	5-foot	320
Total				1,280



PLANTING DETAIL
 N. T. S.
 NOTE: Plants are not to scale and locations are approximate as shown. Actual planting locations will be determined in the field, with consideration to the listed spacing and density to produce the most natural appearance possible.



LEGEND:

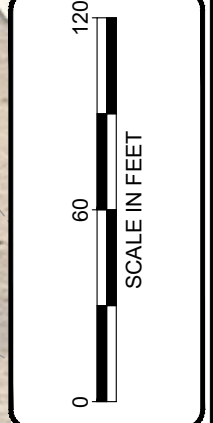
- Site Boundary
- Project Area Boundary
- Taxlot Boundary
- Wetland Boundary
- Created Wetland Boundary
- Stream with Flow Direction
- Existing 1' Contours
- Created Wetland 1' Contours
- Overflow Outlet Cobble Mix
- Sediment Fencing
- Tree Protection Fencing
- Large Woody Debris
- Proposed Wetland Planting Area (1.23 ac./53,592 sq. ft.)
- Proposed Buffer Planting Area (0.80 ac./34,941 sq. ft.)

NOTE(S):
 1. Aerial from Google Earth™ (7/24/2021).
 2. Base map provided by Century West.
 3. Taxlot data from Hood River County GIS Department.

Figure 4
PLANTING PLAN
 Ken Jernstedt Airfield Mitigation Addendum
 Port of Hood River
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