



**PORT OF HOOD RIVER COMMISSION**

**AGENDA**

**Tuesday, September 13, 2022**

**Port Conference Room**

1000 E. Port Marina Drive, Hood River

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1. Call to Order
    - a. Modifications, Additions to Agenda
    - b. Public Comment (5 minutes per person per subject; 30-minute limit)
  2. Consent Agenda
    - a. Approve Minutes from the August 16, 2022 Regular Session (*Patty Rosas, Page 3*)
    - b. Approve Amendment No. 4 to Contract with Fred Kowell for Financial Consulting Services in the Amount of \$10,000 (*Genevieve Scholl, Page 9*)
    - c. Approve Accounts Payable to Jaques Sharp in the Amount of \$27,400 (*Genevieve Scholl, Page 15*)
  3. Informational Reports
    - a. Financial Report for the Year Ended June 30, 2022 (*Fred Kowell, Page 19*)
  4. Presentations & Discussion Items
    - a. Request for Architectural Approval Required by CCRs for 214 Wasco St, IBC Construction (*Genevieve Scholl, Page 29*)
  5. Interim Executive Director Report (*Genevieve Scholl, Page 41*)
  6. Bridge Replacement Project Update (*Kevin Greenwood, Page 91*)
  7. Commissioner, Committee Reports
    - a. Urban Renewal Agency (Chapman, Gehring)
  8. Action Items
    - a. Approve Acceptance of Grant Offer for Airport Improvement Program Project No. 3-41-0026-017-2022 at Ken Jernstedt Airfield. (*Greg Hagbery, Page 97*)
    - b. Approve Amendment No. 9 to Contract with WSP for Environmental Consulting Related to Bridge Replacement (*Michael Shannon, Page 113*)
    - c. Authorize Issuance of Request for Qualifications for General Counsel Services (*Genevieve Scholl, Page 141*)
  8. Commission Call
  9. Confirmation of Commission Directives to Staff
- 
10. Executive Session under ORS 192.660 (2)(f), to consider information or records that are exempt from disclosure by law, including advice from legal counsel.

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.*

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

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**5:00 p.m.**  
**Regular Session**

**PRESENT:** Commissioners: Ben Sheppard, Kristi Chapman, Mike Fox, Hoby Streich, and Heather Gehring. Legal Counsel: Anna Cavaleri and Joyce Brake. From Staff: Genevieve Scholl, Kevin Greenwood, Greg Hagbery, Daryl Stafford, John Mann, Michael Shannon (HNTB), and Patty Rosas. Guests: Erik Hauge, Jennifer Newbruk, Sean Couvreur, Steve Tessmer, Kassen Bergstrom, Jaime Mack, Brian Shortt, Marc Lapierre, Jim Case, Vince Ackerman, Dan Bubb, Victoria Reed, and Doug Powrie.

**ABSENT:** None

**MEDIA:** None

**1. CALL TO ORDER:** President Ben Sheppard called the meeting to order at 5:01 p.m.

**a. Modifications or additions to the agenda:**

- 1) Addition: Consensus item for Informational Reports 3(a) – Subcontracting request with Washington law firm.
- 2) Addition: Consensus item for Interim Executive Directors Report – Psquare toll invoice modifications.

**b. Public Comment:**

- 1) Erik Hauge, White Salmon resident and Marina tenant at the Port of Hood River (“Port”), thanked the Port for supporting youth sailing. Hauge also stated that he is in support of a one-year lease for the boathouse tenants and is concerned that the boathouses are a potential fire hazard. Hauge commented that unlike the boathouse tenants he is unable to transfer his slip when he sales his boat, and feels it is unfair.
- 2) Jennifer Newbruk, White Salmon resident and Marina tenant at the Port, is in support of a one-year lease for the boathouse tenants. Newburk thanked the Port for their support with youth sailing.
- 3) Sean Couvreur, White Salmon resident and Marina tenant at the Port, supports a one-year lease for boathouse tenants. Couvreur noted that he spends a lot of time on the river and has rescued several people that do not understand the dangers that exist. Couvreur added that youth sailing is a great opportunity for kids to learn safety on the water and anything that limits teaching youth about water safety is a risk for the community. Couvreur commented that he is unable to sell his slip with his boat and added that it was frustrating that boathouses are used as an investment to sale for profit with their slip.
- 4) Steve Tessmer, Hood River resident and boathouse tenant at the Port, has owned a boathouse for 35 years and serves on the Marina Committee. Tessmer commented that there is no fecal matter going into the river from the boathouses. There was grey water going into the river years ago but that was resolved when the Marina Committee created the new lease. Tessmer noted that in the 1960’s the original boathouse dock was paid for by boathouse tenants. A square foot analysis was conducted on the dock several years ago that determined they were paying a fair rate. Tessmer stated that boathouse tenants are not making a profit even if they resale.

- 5) Kassen Bergstrom, Hood River resident and President of the Hood River Outrigger Canoe Club (HROCC) Board of Directors, thanked the Port for their support of the HROCC and provided an overview of their program. Bergstrom noted the importance of a stable location with access to the water. Their current location could be developed in the future, therefore leaving the Marina Basin as their only feasible local access point to the water. The club's vision is for the Port to allocate space in the Marina for open slips or float docks for multiuse and not exclusively for boathouse tenants.
- 6) Jaime Mack, White Salmon resident and founder of the Gorge Junior Sailing Team, believes that having as much access as possible to the river for the public is important for the future of the community. Mack also believes that their thriving sailing and boat community contributes to quality of life through their youth programs. They also create an economic benefit by drawing in a larger community of boat users and tourists. Mack made an appeal to the Port that they consider the best utilization of the space overall.
- 7) Brian Shortt, Hood River resident and former Port Commissioner, provided a brief overview of his Marina background and his experience related to boathouses. Shortt noted that in 2014 the Port Commission had a discussion with the boathouse owners regarding the long-term viability of the Port. A five-year rolling term lease was implemented so that when the Port conceded the bridge replacement, they could focus on optimizing the earnings. Shortt commented that the storage sheds were first developed in the 1950's to protect the wood boats from the weather elements. Eventually the storage sheds evolved into boathouses and have become more of a hazard. When boats started to be manufactured with new materials such as aluminum the Marina operators began to remove the boathouses which optimized the surface area of the water and reduced the amount of liability. Shortt stated that the Port's goal should be to optimize revenue potential and remove any fire hazards.
- 8) Jim Case, Cascade Locks resident and Hood River Marina moorage tenant, noted that he was upset over how the situation was handled regarding the potential pollution from boathouses. Mr. Case stated that water was shut off with no notice and that the Port made no effort to substantiate the claim of potential pollution. Case added that the Port should have sent out a friendly email to the boathouse owners stating their concern before shutting off the water. Case feels that this was an attempt to intimidate and frustrate the boathouse owners and send a message that they were no longer welcome. Case added that if the Port wants to get rid of the boathouses, then the Port should give the boathouse owners time to transition and as they will lose a huge investment.
- 9) Vince Ackerman, White Salmon resident and boathouse tenant at the Port, felt insulted when he was accused of dumping raw sewage into the Marina by Port employees. Ackerman was also told that there were toilets in the boathouses. Ackerman added that he has not seen any toilets in any boathouses for over 20 years and believes a one-year lease is unfair for boathouse owners.
- 10) Mark Lapierre, Hood River resident and Marina tenant at the Port, claims he has never seen a toilet in any of the boathouses.

- 11) Dan Bubb, Hood River resident and boathouse tenant at the Port, believes they should be working together to look for a solution that benefits everyone. Bubb added that improvements with the boathouses will not happen on a one-year lease.
- 12) Victoria Read, Hood River resident and boathouse tenant at the Port, commented that an assessment was conducted to pay for the boathouse dock and has been paid for in the last ten years. Read believes other users should be accommodated as well, but without taking away from existing users.
- 13) Doug Powrie, Hood River resident and boathouse tenant at the Port, claims that they were brought into this community with promises of what would happen if they helped put in the new dock. Powrie feels like it was a bait and switch, turning from what was a five-year renewable lease to a single year lease that must get approved every year.

## 2. CONSENT AGENDA:

- a. Approve Minutes from August 2, 2022 Regular Session
- b. Approve Addendum No. 3 to Lease with GorgeNet in the Big 7 Building
- c. Approve Addendum No. 2 to Lease with Northwave in the Jensen Building
- d. Approve Addendum No. 1 to Lease with Turtle Island Foods in the Jensen Building
- e. Approve Addendum No. 2 to Lease with Aleta Wilson in the Marina Park #1 Building
- f. Approve Addendum No. 1 to Lease with Earth & Muscle in the Marina Park #1 Building
- g. Approve Small Construction contract with Gorge Enterprises to Paint the exterior of the DMV Building, not to exceed \$18,187.50
- h. Approve Small Construction contract with Gorge Enterprises to replace roof of the DMV Building not to exceed \$14,000
- i. Approve Accounts Payable to Jaques Sharp in the Amount of \$10,750

**Motion:** Approve consent agenda.

**Move:** Hoby Streich

**Second:** Mike Fox

**Discussion:** None

**Vote:** Unanimous

**MOTION CARRIED**

## 3. INFORMATIONAL REPORTS:

- a. **Bridge Replacement Project Update** – Kevin Greenwood, Project Director, noted that Steve Siegel of Siegel Consulting is seeking approval to subcontract with a Washington law firm to analyze differences in the Washington sales tax incurred depending on location of Principal Place of Business, and to review draft one of the Commission Formation Agreement (CFA) from a perspective of Washington laws. The Bi-State Working Group (BSWG) provided consensus to present Siegel's request to the Port Commission for approval. There was consensus from the Port Commission to approve Siegel's request to subcontract with a Washington law firm.

Commissioner Mike Fox reported that at the last meeting with Federal Highway Commission, there was some concern regarding the new entity honoring prior agreements that were made by the Port. The BSWG recommended adding a clause to the CFA noting that the new bridge authority will honor past agreements.

**4. PRESENTATION & DISCUSSION ITEMS:**

- a. **Marina Boathouse Remodel/Replacement Policy Discussion** – Genevieve Scholl, Interim Executive Director, commended Daryl Stafford for all her work on this issue and added that the options that Daryl will be presenting today have been well researched with the goal of giving everybody the best option for them while also protecting the Ports legal interests.

Scholl turned to Daryl Stafford, Waterfront Manager, for a brief overview regarding the boathouses. Stafford commented that it is critical for the Commission to address boathouse issues now. Some of the issues include clean Marina best practices, compliance with DEQ law, risk management, outdated leases, and rates. Stafford noted that boathouses generally are on a downward trend and being phased out of most public and private marinas due to stricter environmental regulations, increased costs of maintaining older, deteriorating boathouses, and the economic benefits of accommodating more vessels in response to increased slip demand.

Stafford commented that while conducting research within the regional marinas, it was discovered that the existing Port boathouses were in violation of DEQ regulations because the Marina is not equipped with a DEQ approved sewage and a grey water disposal system. The Port immediately self-reported to the DEQ and OSMB Clean Marina. Upon the recommendation of the director of the Clean Marina program, the Port shut off the water to the boathouse dock. The boathouse tenants were directed to cut and cap all pipes into room plumbing fixtures and remove porta-potties. Termination of leases was also recommended because the lease document is non-compliant with state and environmental laws and Port rules. The report to DEQ stated these steps towards compliance and the DEQ agreed that if the Port took these steps, the Port would not be fined.

Stafford noted that as a public entity, the Port is bound to look at how they can best serve their community as a whole and look for opportunities to generate future revenue to sustain the Marina and upland area. Stafford added that by investing and supporting water sports-multiuse programs, and interest in boating and sailing, the Port would have the opportunity to expand offerings to the greater community. Space in the Marina is limited and unlikely to be expanded. The long-term vision of boathouses in the Marina is not the best path and a phase out plan should be considered.

After discussion led by President Sheppard and including comments made by each Commissioner separately, the Commission consensus was to provide notice that the boathouse leases will not automatically renew. The Commission directed staff to meet with boathouse owners for their input to help minimize the impact on both parties. Stafford commented that there are a couple boathouse tenants that wish to replace, remodel, or are considering moving their boathouse to a new location and asked if the Commission wanted to move forward with allowing some form of boathouses in the Marina. Commission consensus was not to allow any form of boathouses at the Marina.

- 5. EXECUTIVE DIRECTOR REPORT:** Genevieve Scholl, Interim Executive Director, reported that the Commission should discuss their meeting schedule for September. Commission consensus was to meet on September 13. Scholl noted that the grant request for E. Anchor Way project was not approved. The \$2.9 million EDA grant for Lot 1 Infrastructure project was also not approved. CAT was also not approved for their Federal Transit Authority grant. Scholl added that they have a significant funding challenge moving forward on Lot 1 Infrastructure project and the Commission should consider other funding

strategies. Commissioner Fox suggested adding this issue to the agenda for their August 24 meeting with the lobbyist and requested talking points from staff.

Scholl noted that the toll booth was closed for five days due to several COVID infections among the toll staff. PSquare is working to adjust the Port's unpaid toll billing template to enable the Port to bill non-BreezeBy customers for just their original toll amount during the closure, without the usual schedule of administrative and late fees. The cost for PSquare to do this work is a onetime fee of \$13,500. Staff is seeking approval to proceed with the work. Commission consensus to move forward with PSquare updating the billing template for \$13,500. The Commission directed staff to provide a breakdown of costs to determine when to charge tolls during bridge closures.

Scholl turned to John Mann, Facilities Director, for a brief update on the lateral bracing project. Mann reported that staff performed the lateral bracing project. The engineers estimate on that was over \$100,000. Staff completed the work well under \$20,000. Mann noted that the Fracture Critical inspection was completed by David Evans Associates (DEA), and no new issues were identified. The Wire Rope Replacement Contract will go out to Bid this week and will include the balancing of the lift span. DEA was pleased to see that many of the miscellaneous steel items were taken care of.

Scholl commented that Mid-Columbia Economic Development District (MCEDD) is reaching out to all entities to see if there is any objection to the expansion of MCEDD. Scholl also noted that there is one Port representative on the MCEDD board and asked if anyone was interested in participating. There was no objection from the Commission on the MCEDD expansion, and Kevin Greenwood was nominated to participate on the board.

**6. COMMISSIONER, COMMITTEE REPORTS:** None

**7. ACTION ITEMS:** None

**8. COMMISSION CALL:**

- a. Commissioner Streich commended Daryl Stafford for her work on today's tough topic and added that her presentation was professionally done and was able to see both side of the issue. Commissioner Streich also commented that he is proud of the Port staff and Commission. Commissioners agreed with Commissioner Streich.
- b. Commissioner Sheppard also thanked everyone who attended the meeting and expressed the importance for public participation.

**9. CONFIRMATION OF COMMISSION DIRECTIVES TO STAFF:**

- a. Staff will meet with boathouse owners for their input to help minimize the impact on both parties.
- b. Staff will provide talking points to the BSWG for their August 24 meeting regarding funding.
- c. Staff will provide a breakdown of costs to determine when to charge tolls during bridge closures.

**10. EXECUTIVE SESSION:** None

**11. POSSIBLE ACTION:** None

**12. ADJOURN:**

**Motion:** Adjourn the meeting

**Vote:** Unanimous

**MOTION CARRIED**

The meeting adjourned at 7:08 p.m.

Respectfully submitted,

\_\_\_\_\_  
Patty Rosas

**ATTEST:**

\_\_\_\_\_  
Mike Fox, Secretary

\_\_\_\_\_  
Ben Sheppard, President (In absence of Secretary)



# Commission Memo



Prepared by: Genevieve Scholl  
Date: September 13, 2022  
Re: Fred Kowell Consulting Contract –  
Amendment No. 4

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This extension of the current contract with the Port's retired CFO is needed due to additional work required to ensure training and information transfer to Deputy Finance Manager Jana Scoggins and consultant Debbie Smith-Wagar is sufficiently thorough and complete for day-to-day accounting activities, financial system reports, security, LGIP postings and recordings, investments, and so forth. \$2,000 of this extension will retroactively fund work completed prior to September for accounting of August 2022 expenditures. This extension will also fund any needed consultation with the new permanent ED on Port financial software and accounting systems.

The prior extension, Amendment No. 3, was related the Port of Cascade Locks fee reconciliation and the interim audit work due at the end of June. This extension is based upon the specific knowledge he brings to the Port such that the time to complete a task/project will be more efficient.

**RECOMMENDATION:** Approve Amendment No. 4 to contract with Fred Kowell for an additional \$10,000 for a total of \$82,000, subject to legal counsel review.

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**Personal Services Contract  
For Services – Amendment No. 4  
Amended for an additional \$10,000 for a total contract amount of \$82,000**

1. This Contract is entered into between the Port of Hood River ("Port") and **Fred Kowell** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$82,000**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract is an amended amount and shall be in effect from the date at which every party has signed this Contract through the date at which funds are exhausted. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

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Fred Kowell  
752 NE Royal Court  
PORTLAND OR 97232  
(503) 308-2672

Date

Genevieve Scholl  
Interim Executive Director  
1000 E. Port Marina Drive  
Hood River OR 97031

Date

**Personal Services Contract  
Exhibit A**

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**I. SCOPE OF WORK:**

All accounting, budgetary, tolling, and financial requests that are approved by Port management which relates directly to the Port's financial systems, financial planning, budget development, accounting, investments, debt, tolling and contract information and development. In addition, information related to known computer software applications including the BreezeBy, Great Plains (Microsoft Dynamic Solutions) and agreed upon applications that the Port would like assistance on.

This Personal Services Contract supersedes any other prior contract.

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**II. DELIVERABLES AND TIMEFRAME:**

The deliverable(s) covered under this Contract shall be: Respond within a 48-hour period or less based upon the severity and risk related to the issue at hand. Tolling and financial issues discussed above may need immediate attention versus being project oriented, thus, the timeframe for the deliverable(s) shall be: **as requested by Port of Hood River management.**

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**III. CONSIDERATION:**

Hourly rates under this Contract shall be \$ 195/hr.

**Port shall reimburse Contractor for reasonable expenses associated with the travel, and an ancillary costs associated to be on site based upon time constraints.**

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**IV. BILLING AND PAYMENT PROCEDURE:**

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

- Invoice date
- Project or task title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

Invoices may be submitted monthly, or at such other interval as is specified below:

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

**Personal Services Contract  
Exhibit B**

**INSURANCE**

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

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

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

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

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

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

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

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

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

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

5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.

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

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# Commission Memo



Prepared by: Genevieve Scholl  
Date: September 13, 2022  
Re: Accounts Payable Requiring Commission Approval

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<b>Jaques Sharp</b>	<b>\$27,400.00</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$27,400.00</b>
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# JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED  
 TARJETAS DE CREDITO ACEPTADAS

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

Page: 1  
 September 07, 2022  
 Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance	
MISCELLANEOUS MATTERS						
JJ	1,575.00	3,950.00	0.00	0.00	-1,575.00	\$3,950.00
ORDINANCE #24	475.00	325.00	0.00	0.00	-475.00	\$325.00
ORDINANCE #23	1,700.00	0.00	0.00	0.00	-1,700.00	\$0.00
LEASE TURTLE ISLAND	0.00	825.00	0.00	0.00	0.00	\$825.00
EASEMENT (CenturyLink)	0.00	125.00	0.00	0.00	0.00	\$125.00
BRIDGE SOFTWARE (P Square Solutions)	600.00	0.00	0.00	0.00	-600.00	\$0.00
WATERFRONT PARKING	275.00	0.00	0.00	0.00	-275.00	\$0.00
Charter Internet License (Marina Green)	0.00	100.00	0.00	0.00	0.00	\$100.00

## HOOD RIVER, PORT OF

Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
BRIDGE EASEMENT-CENRTYLINK (United Telephone Compa	0.00	50.00	0.00	0.00	\$50.00
NORTHWEST PIPELINE EASEMENT	25.00	175.00	0.00	0.00	\$175.00
BRIDGE CABLE EASEMENT (Falcon)	0.00	125.00	0.00	0.00	\$125.00
MARINA - BOATHOUSE MATTERS	50.00	2,875.00	0.00	0.00	\$2,875.00
BARMAN PROPERTY	2,925.00	2,450.00	0.00	0.00	\$2,450.00
WAAAM HANGAR LEASE	300.00	3,725.00	0.00	0.00	\$3,725.00
GOVERNANCE	525.00	0.00	0.00	0.00	\$0.00
REPLACEMENT BRIDGE MANAGEMENT CONTRACT	0.00	75.00	0.00	0.00	\$75.00
2022 EMPLOYMENT MATTERS	575.00	3,250.00	0.00	0.00	\$3,250.00
BISTATE BRIDGE COMMISSION (OR)	0.00	8,125.00	0.00	0.00	\$8,125.00
HNTB CORP./MARINA PARK 1 LEASE (OR/HNTB Corp.)	1,725.00	0.00	0.00	0.00	\$0.00
BRIDGE CONTRACT - WIRE ROPE REPLACEMENT (OR)	0.00	1,225.00	0.00	0.00	\$1,225.00
	<u>10,750.00</u>	<u>27,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$27,400.00</u>

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

# Commission Memo



Prepared by: Fred Kowell  
Date: September 13, 2022  
Re: Financial Review for the Year Ended  
June 30, 2022

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You will find four attachments regarding this financial review as follows:

- Bridge Traffic and Revenue Report
- Schedule of Expenditures by Cost Center by Fund
- Schedule of Revenues by Cost Center by Fund
- Statement of Operating Revenues, Expenditures and Other Sources and Uses

### Bridge Traffic and Revenue Report

With regard to the Bridge Traffic and Revenue report, the Port showed an increase of 296,199 crossings more than last year. The total crossings were 4,381,600 which would have been higher but due to bridge closures to complete some repair work our June numbers depicted a significant reduction. The budget depicted 4,424,958 crossings for the year such that the Port is on target to meeting our bridge crossings with the exception of the days of the full bridge closures. Bridge revenues were \$315,972 more than last year but (\$277,264) less than the budget. When we do repair work on the bridge, the single lane closures only marginally affect Port revenues, whereas total bridge closures have a significant impact during peak season of traffic. That said, with bridge traffic back to pre-pandemic levels, forecasting revenues should be easier.

### Schedule of Expenditures by Cost Center by Fund

Personnel services is below budget due to our inability to hire all of our budgeted seasonal workers during the summer months of last year and a replacement for the CFO position. Due to these impacts, the Port's personnel services costs were considerably lower than budget for the year.

Materials & Services is tracking well below budget, due mostly to lower utility costs and maintenance on most Port properties, with exception of the Halyard building. The Halyard building had higher utility costs, but those costs will be reconciled and billed out by year end under the new lease framework. The Airport incurred higher professional services than budget due to the legal and other professional services required for the commercial and SDS hangars. The Event Site incurred higher than anticipated garbage/water and porta-potty costs, but the Budget Transfer moved enough appropriation over to true this variance up. The remaining asset centers were well within their budget for the year.

Capital Outlay was well below budget as most of the capital projects were delayed due to several factors (i.e., permitting, weather, etc.) which limited the throughput of projects moving forwards as planned.

Facilities depicts a slight overage as to their CIP budget due to the Chevy Colorado coming in slightly higher than what the budget contemplated.

Schedule of Revenues

Please see above for toll revenues explanation.

The Port's lease properties overall are slightly below budget due to some vacancies in commercial properties. The Port's industrial properties that are under the new lease structure can give a false read that looks like they're under-performing, however the lease agreement has the Port truing up the costs by year end which brought the actual revenues closer to budget. That said, some asset centers didn't exhibit the level of cost (i.e., maintenance and utilities) that were contemplated within the budget.

Waterfront parking outperformed the budget significantly as the public continued to exhibit post pandemic behavior with regard to getting out and recreating at Port waterfront properties.

Waterfront Recreation revenues also showed post pandemic behavior as our Event Site parking, events, and concessions had a strong year and significantly out-paced the budget.

Marina and Airport revenues reflect the increases in rates that were enacted in January 2022.

Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, staff did a good job regulating costs with the various asset centers. With only a few exceptions on the revenue side, (i.e., Marina Office Bldg) we will need to keep an eye on vacancies in Port leased properties. Bridge traffic is back to normal as well as related revenues and the Port should be able to forecast more accurately their largest contributor of cashflow. Overall, the Port had a good year with over \$2 million in net cashflow hitting the bottom line.

Accounts Receivables Update – With the exceptions of those on a payment plan (i.e., deferments, waivers, etc.) and one tenant (Electronic Assemblers) the Port's receivables are in line based upon aging. Electronic Assemblers are over one month behind which has been its history. Staff is working with this tenant to bring its balance current.

I am available at your convenience to discuss this matter in more detail with you.

**RECOMMENDATION:** Discussion.

**PORT OF HOOD RIVER**  
**SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND**  
**BUDGET AND ACTUAL - 100% THROUGH THE BUDGET**  
**FOR THE YEAR ENDED JUNE 30, 2022**

EXPENDITURES	Personal Services				Materials & Services				Capital Outlay					Debt Service				Total Appropriation		
	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Total	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent
<i>Toll Bridge</i>	1,291,500	1,129,235	162,265	87%	1,335,000	945,368	389,632	71%	192,600	66,535	66,535	126,065	35%	-	-	-		2,819,100	2,141,138	677,962
<i>Industrial Facilities</i>																				
Big 7	62,800	49,507	13,293	79%	178,200	167,898	10,302	94%	39,000	12,489	12,489	26,511	32%	-	-	-		280,000	229,894	50,106
Jensen Property	72,400	53,471	18,929	74%	203,300	195,748	7,552	96%	188,400	26,492	26,492	161,908	14%	161,000	160,265	735	100%	625,100	435,976	189,124
Maritime Building	45,100	36,426	8,674	81%	72,200	65,482	6,718	91%	20,000	-	-	20,000	0%	-	-	-		137,300	101,907	35,393
Halyard Building	69,900	54,025	15,875	77%	398,900	368,872	30,028	92%	20,000	19,138	19,138	862	96%	-	-	-		488,800	442,035	46,765
Timber Incubator Building	32,600	24,921	7,679	76%	37,800	24,531	13,269	65%	25,000	-	-	25,000	0%	-	-	-		95,400	49,453	45,947
Wasco Building	56,900	45,709	11,191	80%	95,200	84,832	10,368	89%	50,000	10,914	10,914	39,086	22%	-	-	-		202,100	141,456	60,644
Hanel Site	40,300	28,393	11,907	70%	27,800	5,417	22,383	19%	1,215,000	12,875	12,875	1,202,125	1%	97,600	-	97,600	0%	1,380,700	46,685	1,334,015
	380,000	292,452	87,548	77%	1,013,400	912,780	100,620	90%	1,557,400	81,909	81,909	1,475,491	5%	258,600	160,265	98,335	62%	3,209,400	1,447,406	427,979
<i>Commercial Facilities</i>																				
State Office (DMV) Building	27,800	20,927	6,873	75%	52,700	39,628	13,072	75%	25,000	-	-	25,000	0%	-	-	-		105,500	60,555	44,945
Marina Office Building	44,000	34,647	9,353	79%	55,600	53,956	1,644	97%	30,000	15,928	15,928	14,072	53%	-	-	-		129,600	104,531	25,069
Port Office Building	42,500	33,712	8,788	79%	37,900	27,278	10,622	72%	140,000	23,972	23,972	116,028	17%	-	-	-		220,400	84,962	135,438
	114,300	89,286	25,014	78%	146,200	120,861	25,339	83%	195,000	39,900	39,900	155,100	20%	-	-	-		455,500	250,048	205,452
<i>Waterfront Industrial Land</i>																				
	99,000	62,952	36,048	64%	212,000	163,010	48,990	77%	399,000	56,762	56,762	342,238	14%	-	-	-	#DIV/0!	710,000	282,724	427,276
<i>Waterfront Recreation</i>																				
Eventsite	159,100	116,036	43,064	73%	83,500	78,253	5,247	94%	60,000	-	-	60,000	0%	-	-	-		302,600	194,289	108,311
Hook/Spit/Nichols	61,600	47,341	14,259	77%	54,500	48,718	5,782	89%	95,000	53,843	53,843	41,157	57%	-	-	-		211,100	149,902	61,198
Marina Park	213,200	170,095	43,105	80%	78,400	44,829	33,571	57%	175,500	10,388	10,388	165,113	6%	-	-	-		467,100	225,311	241,789
	433,900	333,472	100,428	77%	216,400	171,800	44,600	79%	330,500	64,231	64,231	266,269	19%	-	-	-		980,800	569,502	411,298
<i>Marina</i>																				
	179,600	149,802	29,798	83%	123,600	98,333	25,267	80%	352,100	10,479	10,479	341,621	3%	94,000	95,575	(1,575)	102%	749,300	354,189	395,111
<i>Airport</i>																				
	174,000	139,976	34,024	80%	195,500	180,120	15,380	92%	3,818,000	131,831	131,831	3,686,169	3%	243,000	-	-		4,430,500	451,927	3,978,573
<i>Administration</i>																				
	35,900	-	35,900	0%	261,700	241,606	20,094	92%	109,000	12,276	12,276	96,724	11%	-	-	-		406,600	253,882	152,718
<i>Maintenance</i>																				
	6,200	-	6,200	0%	153,200	104,195	49,005	68%	84,000	85,552	85,552	(1,552)	102%	-	-	-		243,400	189,747	53,653
<i>Total Expenditures</i>	2,714,400	2,197,175	517,225	81%	3,657,000	2,938,074	718,926	80%	7,037,600	549,474	549,474	6,488,126	8%	595,600	255,840	96,760	43%	14,004,600	5,940,562	6,730,022
<i>Bridge Repair &amp; Replacement Fund</i>																				
	309,800	268,303	41,497	87%	1,108,000	878,200	229,800	79%	4,665,000	1,302,159	1,302,159	3,362,841	28%	78,500	-	78,500	0%	6,161,300	2,448,662	3,712,638
<i>General Fund</i>																				
	286,700	178,769	107,931	62%	563,850	472,746	91,104	84%	-	-	-	-	-	-	-	-		850,550	651,515	199,035

***Unfavorable Variance - Expenditures***

**Please Note: The Facilities Chevy truck cost a little more than anticipated such that their M&S budget was slightly overspent in CIP and the Marina debt was slightly higher than budget but was not considered in the Budget Transfer.**



**PORT OF HOOD RIVER**  
**Schedule of Revenues by Cost Center By Fund**  
**Budget to Actuals - 100% Through Budget**  
**For the Year Ended June 30, 2022**

	REVENUES				
	Budget	Actual	Total	Variance	%
<b><u>REVENUE FUND</u></b>					
<i>Toll Bridge</i>					
Bridge Tolls	6,249,000	5,972,586	5,972,586	(276,414)	96%
Cable Crossing Leases	12,500	10,165	10,165	(2,335)	81%
Other	213,000	698,125	698,125	485,125	328%
	6,474,500	6,680,875	6,680,875	206,375	103%
<b><u>Industrial Facilities</u></b>					
Big 7					
Lease Revenues	343,400	316,843	\$ 316,843	(26,557)	95%
Reimbursements/Other	58,900	63,778	\$ 63,778	4,878	
Jensen Property					
Lease Revenues	672,600	554,283	554,283	(118,317)	82%
Maritime Building					
Lease Revenues	407,400	359,313	359,313	(48,087)	88%
Halyard Building					
Lease Revenues	624,100	610,343	610,343	(13,757)	98%
Timberline Incubator Building					
Lease Revenues	93,100	89,855	89,855	(3,245)	106%
Reimbursements	3,500	12,696	12,696	9,196	
Wasco Building					
Lease Revenues	334,100	259,527	259,527	(74,573)	78%
Hanel					
Lease Revenues	60,750	64,780	64,780	4,030	107%
Land Sales	734,400	-	-	(734,400)	
Other Financing Sources/Leases	1,250,000	-	-	(1,250,000)	0%
	4,582,250	2,331,419	2,266,639	(2,250,831)	51%
<b><u>Commercial Facilities</u></b>					
State Office (DMV) Building					
Lease Revenues	36,000	47,286	47,286	11,286	131%
Marina Office Building					
Lease Revenues	71,300	32,467	32,467	(38,833)	47%
Reimbursements	4,000	3,152	3,152	(848)	
Port Office Building					
Lease Revenues	48,550	48,550	48,550	(0)	100%
Reimbursements	-	-	-	-	
	159,850	131,455	131,455	(28,395)	82%
<b><u>Waterfront Industrial Land</u></b>					
Grants	-	-	-	-	
Parking	124,000	138,618	138,618	14,618	112%
Other Income	10,000	6,133	6,133	(3,867)	61%
	134,000	144,751	144,751	10,751	108%
<b><u>Waterfront Recreation</u></b>					
Eventsite, Hook and Spit					
Eventsite - Passes/Permits and Concessions	183,800	267,858	267,858	84,058	146%
Hook/Spit/Nichols	9,400	13,928	13,928	4,528	148%
Marina Park					
Sailing Schools, Showers and Events	9,500	7,798	7,798	(1,702)	82%
Lease Revenues	7,600	7,562	7,562	(38)	100%
Reimbursements	2,700	5,690	5,690	2,990	211%
	213,000	302,836	302,836	89,836	142%
<b><u>Marina</u></b>					
Lease Revenues	240,500	263,454	263,454	22,954	110%
Moorage Assessment	84,900	84,743	84,743	(157)	100%
Reimbursements/Other	56,900	60,065	60,065	3,165	106%
Grant	139,300	-	-	(139,300)	0%
	521,600	408,262	408,262	(113,338)	78%
<b><u>Airport</u></b>					
Lease Revenues	229,800	240,543	240,543	10,743	105%
Reimbursements	30,200	12,339	12,339	(17,861)	41%
Grants	261,600	43,000	43,000	(218,600)	16%
Other Financing Sources	3,301,000	-	-	(3,301,000)	0%
	3,822,600	295,882	295,882	(3,526,718)	8%
	15,907,800	10,295,480	10,085,949	(5,623,071)	65%
	10,955,900	10,252,480	10,042,949	(714,171)	94%
<b><u>Budget to Actual Revenues</u></b>					
<b><u>Revenues less Other financing sources</u></b>					
<b><u>GENERAL FUND</u></b>					
Property taxes	84,300	89,335	89,335	5,035	106%
Other Sources	9,000	48,965	48,965	39,965	544%
Transfers from other funds	764,250	647,469	647,469	(116,781)	85%
	\$ 857,550	\$ 785,769	\$ 785,769	\$ (71,781)	92%
<b><u>BRIDGE REPAIR &amp; REPLACEMENT FUND</u></b>					
Grants	3,544,000	515,188	515,188	(3,028,812)	15%
Transfers from other funds	\$ 2,617,300	\$ 1,932,202	1,932,202	(685,098)	74%

Note 1: Bridge revenues is slightly less than the budget due to June bridge work reducing summer traffic volumes.

Note 2: Some industrial properties are less than budget due to having lower utilities and maintenance costs.

Note 3: Marina Office Building vacancies are causing an unfavorable variance in revenues.

Note 4: Waterfront Industrial Land and Recreation are significantly above budget due to post pandemic behavior with regard to outdoor recreation which affected parking overall.

Note 5: Marina and Airport revenues are higher than budget due to rate increases in 2022.





**PORT OF HOOD RIVER**  
**STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS**  
**AND BUDGET VS ACTUAL PERFORMANCE**  
**FOR THE YEAR ENDED JUNE 30, 2022**

	REVENUE FUND							GENERAL FUND	BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport		Administration Maintenance		
<b>OPERATING REVENUES</b>											
Tolls	\$ 5,982,746									\$ 5,982,746	
Leases		\$ 2,254,945	\$ 128,303		\$ 7,562	\$ 348,197	\$ 240,543			2,979,550	
Reimbursements		76,474	3,152		5,690	60,065	12,339			157,720	
Fees, Events, Passes and Concessions				\$ 138,618	289,584					428,202	
Property taxes								89,335		89,335	
<i>Total Operating Revenues</i>	<u>5,982,746</u>	<u>2,331,419</u>	<u>131,455</u>	<u>138,618</u>	<u>302,836</u>	<u>408,262</u>	<u>252,882</u>	<u>-</u>	<u>89,335</u>	<u>-</u>	<u>9,637,553</u>
<b>Operating Expenses</b>											
Personnel Services	1,129,235	292,452	89,286	62,952	333,472	149,802	139,976	-	178,769	268,303	2,644,247
Materials & Services	945,368	912,780	120,861	163,010	171,800	98,333	180,120	345,801	472,746	878,200	4,289,019
<i>Total Operating Expenses</i>	<u>2,074,603</u>	<u>1,205,232</u>	<u>210,148</u>	<u>225,962</u>	<u>505,272</u>	<u>248,134</u>	<u>320,096</u>	<u>345,801</u>	<u>651,515</u>	<u>1,146,503</u>	<u>6,933,267</u>
<i>Operating income/(Loss)</i>	<u>3,908,143</u>	<u>1,126,187</u>	<u>(78,693)</u>	<u>(87,344)</u>	<u>(202,436)</u>	<u>160,128</u>	<u>(67,214)</u>	<u>(345,801)</u>	<u>(562,180)</u>	<u>(1,146,503)</u>	<u>2,704,286</u>
<b>Other Resources</b>											
Income from other sources	120,431	-	-	6,133	-	-	-	76,505	2,756	18,418	224,243
Grants	577,698						43,000	-	46,209	515,188	1,182,095
Sale of land	-	-	-	-	-	-	-	-	-	-	-
Note receivables	-	-	-	-	-	-	-	-	-	-	-
<i>Total Other Resources</i>	<u>698,129</u>	<u>-</u>	<u>-</u>	<u>6,133</u>	<u>-</u>	<u>-</u>	<u>43,000</u>	<u>76,505</u>	<u>48,965</u>	<u>533,606</u>	<u>1,406,338</u>
<b>Other (Uses)</b>											
Capital projects	(66,535)	(81,909)	(39,900)	(56,762)	(64,231)	(10,479)	(131,831)	(97,828)	-	(1,302,159)	(1,851,633)
Debt service	-	(160,265)	-	-	-	(95,575)	-	-	-	-	(255,840)
<i>Total Other (Uses)</i>	<u>(66,535)</u>	<u>(242,173)</u>	<u>(39,900)</u>	<u>(56,762)</u>	<u>(64,231)</u>	<u>(106,054)</u>	<u>(131,831)</u>	<u>(97,828)</u>	<u>-</u>	<u>(1,302,159)</u>	<u>(2,107,473)</u>
Transfers In/(Out)	(1,932,202)							(647,469)	647,469	1,932,202	-
<b>Net Cashflow</b>	<u>\$ 2,607,535</u>	<u>\$ 884,013</u>	<u>\$ (118,593)</u>	<u>\$ (137,972)</u>	<u>\$ (266,666)</u>	<u>\$ 54,073</u>	<u>\$ (156,044)</u>	<u>\$ (1,014,593)</u>	<u>\$ 134,254</u>	<u>\$ 17,145</u>	<u>\$ 2,003,152</u>
<b><u>BUDGET VS ACTUAL PERFORMANCE</u></b>											
<b><u>FY 2021-22 Budget</u></b>											
Operating revenues - Budget	\$ 6,261,500	\$ 2,597,850	\$ 159,850	\$ 134,000	\$ 213,000	\$ 382,300	\$ 260,000	\$ -	\$ 84,300	\$ 0	\$ 10,092,800
Operating revenues - Actuals	5,982,746	2,331,419	131,455	144,751	302,836	408,262	252,882	-	89,335	0	9,643,686
Actuals greater/(Less) than budget	<u>(278,754)</u>	<u>(266,431)</u>	<u>(28,395)</u>	<u>10,751</u>	<u>89,836</u>	<u>25,962</u>	<u>(7,118)</u>	<u>-</u>	<u>5,035</u>	<u>-</u>	<u>(449,114)</u>
	96%	90%	82%	108%	142%	107%	97%		106%	100%	96%
Operating expenses - Budget	2,626,500	1,393,400	260,500	311,000	650,300	303,200	369,500	457,000	850,550	1,417,800	8,639,750
Operating expenses - Actuals	2,074,603	1,205,232	210,148	225,962	505,272	248,134	320,096	345,801	651,515	1,146,503	6,933,267
Actuals (greater)/Less than budget	<u>551,897</u>	<u>188,168</u>	<u>50,352</u>	<u>85,038</u>	<u>145,028</u>	<u>55,066</u>	<u>49,404</u>	<u>111,199</u>	<u>199,035</u>	<u>271,297</u>	<u>1,706,483</u>
	79%	86%	81%	73%	78%	82%	87%		77%	81%	80%
Other Resources - Budget	213,000	\$ 1,984,400	-	-	-	139,300	3,562,600	18,250	9,000	4,669,000	10,595,550
Other Resources - Actuals	698,125	-	-	-	-	-	43,000	76,505	48,965	533,606	1,400,201
Actuals greater/(Less) than budget	<u>485,125</u>	<u>(1,984,400)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(139,300)</u>	<u>(3,519,600)</u>	<u>58,255</u>	<u>39,965</u>	<u>(4,135,394)</u>	<u>(9,195,349)</u>
Other (Uses) - Budget	192,600	1,816,000	195,000	399,000	330,500	446,100	4,061,000	193,000	-	4,743,500	\$ 12,376,700
Other (Uses) - Actuals	66,535	242,173	39,900	56,762	64,231	106,054	131,831	97,828	-	1,302,159	\$ 2,107,473
Actuals (greater)/Less than budget	<u>126,065</u>	<u>1,573,827</u>	<u>155,100</u>	<u>342,238</u>	<u>266,269</u>	<u>340,046</u>	<u>3,929,169</u>	<u>95,172</u>	<u>-</u>	<u>3,441,341</u>	<u>10,269,227</u>
	35%	13%	20%	14%	19%	24%	3%	51%	#DIV/0!	27%	17%
<b>Net Position - Budget vs Actuals</b>	<u>\$ 884,332</u>	<u>\$ (488,837)</u>	<u>\$ 177,057</u>	<u>\$ 438,028</u>	<u>\$ 501,134</u>	<u>\$ 281,773</u>	<u>\$ 451,856</u>	<u>\$ 264,626</u>	<u>\$ 244,035</u>	<u>\$ (422,757)</u>	<u>\$ 2,331,247</u>



**PORT OF HOOD RIVER**  
**Bridge Traffic and Revenue Report**  
**For the Twelve Months Ended June 30, 2022 and Four Prior Years**

	2017-18		2018-19		2019-20		2020-21		2021-22		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	442,251	\$ 399,618	437,364	\$ 608,941	433,624	\$ 606,062	382,179	\$ 653,208	430,498	\$ 599,161	1.13	0.92
AUG	435,364	\$ 401,815	428,907	\$ 608,085	432,968	\$ 616,279	389,379	\$ 506,045	408,494	\$ 581,800	1.05	1.15
SEPT	412,452	\$ 332,996	396,517	\$ 558,537	389,473	\$ 550,380	341,474	\$ 452,982	398,102	\$ 563,147	1.17	1.24
OCT	389,210	\$ 361,315	390,814	\$ 527,573	387,460	\$ 525,481	361,145	\$ 522,775	388,007	\$ 539,143	1.07	1.03
NOV	341,147	\$ 312,337	340,044	\$ 452,602	334,390	\$ 442,364	291,634	\$ 380,546	334,212	\$ 445,788	1.15	1.17
DEC	324,278	\$ 298,530	395,038	\$ 408,966	327,627	\$ 416,540	291,532	\$ 381,274	317,216	\$ 421,155	1.09	1.10
Calendar Year Total	4,377,500	\$ 4,038,137	4,546,163	\$ 5,969,681	4,328,694	\$ 5,896,268	3,828,639	\$ 5,016,023	4,304,587	\$ 5,909,128	1.12	1.18
JAN	327,522	\$ 293,677	323,461	\$ 428,669	313,603	\$ 360,066	287,781	\$ 391,391	284,752	\$ 375,403	0.99	0.96
FEB	296,977	\$ 387,737	241,313	\$ 302,296	325,895	\$ 395,221	251,487	\$ 331,474	322,240	\$ 422,726	1.28	1.28
MAR	357,160	\$ 501,543	345,915	\$ 437,390	274,160	\$ 255,792	343,619	\$ 456,926	369,576	\$ 493,027	1.08	1.08
APR	362,150	\$ 491,217	346,668	\$ 459,806	236,700	\$ 4,393	363,955	\$ 513,733	376,923	\$ 514,686	1.04	1.00
MAY	407,141	\$ 564,038	370,757	\$ 523,822	288,565	\$ 353,299	389,522	\$ 524,955	400,756	\$ 538,789	1.03	1.03
JUN	406,529	\$ 566,765	395,038	\$ 587,179	332,373	\$ 750,423	391,694	\$ 540,455	350,824	\$ 476,911	0.90	0.88
Fiscal Year Total	4,502,181	\$ 4,911,588	4,411,836	\$ 5,903,866	4,076,838	\$ 5,276,299	4,085,401	\$ 5,655,764	4,381,600	\$ 5,971,736	1.07	1.06



# Commission Memo



Prepared by: Genevieve Scholl  
Date: September 13, 2022  
Re: Construction Design Approval - IBC

---

IBC Construction intends to construct a new building on a parcel previously owned by the Port, at 214 Wasco Loop. CCR requirements for development include Port approval of construction designs. IBC has received all other permits approvals from the City of Hood River and will present their designs to the Commission with a request for approval at the meeting.

**RECOMMENDATION:** Discussion and approval of construction design for proposed building at 214 Wasco Loop in Hood River.

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**Project Address:** 214 Wasco Loop

## **Background:**

The intended building will be the new IBC Construction Product shop and Office. It will house the IBC administrative team on the upper floor and IBC Production team in half of the lower Floor and the other half of the lower floor will be a variety of office spaces that will be available for rent or for the potential growth of the IBC Team. The project has received all the necessary permit approvals from the City of Hood River. Our goal is to have a swift build with a completion date of March 2023. Our final step is to submit our design for approval by the Port of Hood River. Below you will find exterior specifications and materials, as well as, building plans and renderings of the future IBC building.

## **BUILDING SPECIFICATIONS & MATERIALS:**

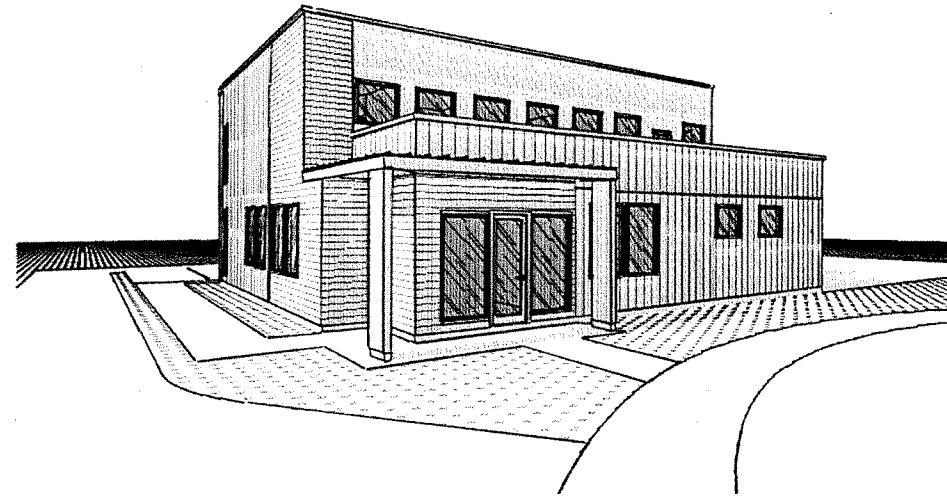
### **Exterior**

- Siding – Nichiha Ribbed Dimension Series (commercial vertical)
- Accent Siding – Nichiha Architectural block
- Wood Panel – Tongue & Groove fir
- Exterior Paint – 3 color scheme. Wall Body: “White Wisp” 2137-70. Accent : “Black Panther” Accent: “Deep Space” 2125-20. Wood Panel: Teak
- Covered Entryway Ceiling - Tongue & groove fir soffit.
- Roof – TPO and Metal
- Windows – Black fiberglass.
- Front Entry Door – Full light solid core fir with clear glass.
- Back Entry Doors – Full light fiberglass with clear glass.
- Garage Door – Aluminum door with accent windows.
- Entryways/Walkways – Concrete with broom finish.
- Access/Parking Lot – Concrete curb, Concrete ADA Ramps, Asphalt parking lot.
- Fencing – N/A
- Landscape Architecture – Modern, drought resistant plants and shrubbery

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# IBC #73 WASCO LOOP BUILDING



CODES FOR CITY, STATE	
2019	OREGON STRUCTURAL SPECIALTY CODE (OSSC)

NOTES

### GENERAL REQUIREMENTS

ALL WORK TO BE PERFORMED SHALL BE IN COMPLIANCE WITH APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL CODES AND REGULATIONS.

THIS DRAWING SET IS MEANT AS SCOPE DOCUMENTS INDICATING THE GENERAL DESIGN INTENT, DIMENSIONS OF PROJECT, MAJOR DESIGN ELEMENTS, AND BASIC ORGANIZATION OF MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS. THESE DRAWINGS DO NOT NECESSARILY DESCRIBE OR INDICATE ALL MATERIALS AND/OR WORK REQUIRED FOR FULL PERFORMANCE OF BUILDING SYSTEMS AND FINAL COMPLETION OF PROJECT. CONTRACTOR(S) ARE RESPONSIBLE FOR PROVIDING ALL ITEMS REQUIRED FOR PROPER EXECUTION AND COMPLETION OF THE PROJECT IN ACCORDANCE WITH APPLICABLE BUILDING CODES.

CONTRACTORS SHALL NOTIFY GENERAL CONTRACTOR OF ANY DISCREPANCIES BETWEEN THE DRAWINGS, SPECIFICATIONS, AND/OR EXISTING FIELD CONDITIONS. NOTIFICATION SHALL BE MADE UPON DISCOVERY OF DISCREPANCY AND PRIOR TO PERFORMING ANY WORK IN QUESTION.

ALL CONTRACTORS SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTORS TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY MEASURES, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK.

ALL SUB CONTRACTORS SHALL BE LICENSED AND INSURED WITHIN THE JURISDICTION IN WHICH WORK IS TO BE DONE.

CONTRACTOR SHALL OBTAIN AND PAY FOR ANY PERMITS AND FEES REQUIRED TO PERFORM THE WORK, UNLESS OTHERWISE DIRECTED BY SIMONSON DESIGN STUDIOS.

EACH CONTRACTOR SHALL BE RESPONSIBLE FOR STORAGE AND SAFETY OF THEIR OWN MATERIALS, WORK, AND FOR PROPERLY REMOVING THEIR DEBRIS FROM THE JOB SITE.

CONTRACTOR TO NOTIFY THE DESIGNER OF WORK REQUIRING SPECIAL DETAILING, WHICH HAS NOT BEEN INCLUDED WITHIN ISSUED DRAWING SET.

DIMENSIONS AND NOTES PROVIDED FOR A GIVEN CONDITION ARE TYPICAL FOR ALL SIMILAR CONDITIONS, UNLESS OTHERWISE NOTED.

**DEFINITIONS:**  
 FURNISH - TO PURCHASE AND/OR SUPPLY AND DELIVER TO SITE COMPLETE WITH RELATED ACCESSORIES AND TRANSFER TO INSTALLER FOR INSTALLATION.

INSTALL - TO RECEIVE, CONSTRUCT, AND CONNECT COMPLETE FOR USE AND REGULAR OPERATION AS APPLICABLE, INCLUDING RELATED ACCESSORIES.

PROVIDE - TO FURNISH AND INSTALL.

SYMBOLS	ABBREVIATIONS	HATCHES
	A.F.F. ABOVE FINISH FLOOR	
	A.S.F. ABOVE SUB-FLOOR	
	C.J. CEILING JOIST	
	CL. CENTER LINE	
	EQ. EQUAL	
	BD. BOARD	
	GYP. GYPSUM	
	O.C. ON CENTER	
	FD. FLOOR DRAIN	
	EP. ELECTRICAL PANEL	
	CK. CIRCUIT	
	TYP. TYPICAL	
	EL. ELEVATION	
	HDR. HEADER	
	CLG. CEILING	
	T/O. TOP OF	
	SIM. SIMILAR	
	JTS. JOIST	
	MAX. MAXIMUM	
	MIN. MINIMUM	
	MT. MOUNTED	
	FLR. FLOOR	
	R.R. ROOF RAFTER	
	WGFI. WATERPROOF GFI	
	TEMP. TEMPERED GLAZING	

CLIMATIC AND DESIGN CRITERIA											
GROUND SNOW LOAD lb per sq ft	WIND DESIGN		SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	WALL DEAD LOAD	ROOF/CLG. DEAD LOAD	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	SPEED (mph)	WIND EXPOSURE		WEATHERING	FROST LINE DEPTH	TERMITE					
55	120/ 3 SECOND GUST	C	D1	SEVERE	24"	MODERATE	10 F	8 -15 PSF	>15 PSF ≤ 25 PSF	1 IN 100 YEARS	63.6

### INDEX OF DRAWINGS

- COVER SHEET
- A.1.1 TYPICAL SECTIONS & DETAIL DRAWINGS
- A.1.2 FOUNDATION PLAN
- A.1.3 MAIN FLOOR PLAN STRUCTURAL
- A.1.4 MAIN FLOOR PLAN INT. DIMENSIONS
- A.1.5 UPPER FLOOR PLAN STRUCTURAL
- A.1.6 UPPER FLOOR PLAN INT. DIMENSIONS
- A.1.7 ROOF PLAN
- A.1.8 SHEERWALL MAIN FLOOR
- A.1.9 SHEERWALL UPPER FLOOR
- A.2.1 ELEVATIONS
- A.2.2 ELEVATIONS
- A.3.1 SECTIONS
- A.3.2 SECTIONS
- A.4.1 3D VIEWS

**IBC #73 WASCO LOOP BUILDING**

**Project Description:**  
 #Client Address:  
 #Client City, #Client State.

**THIS PLAN IS THE MOST CURRENT PLAN AS OF THIS DATE**  
**9/18/2022**

**IF THIS DATE IS MORE THAN 1 WEEK OLD PLEASE VERIFY WITH THE DRAFTER AT 602-971-1111 TO HAVE THE MOST RECENT COPY.**

**Submittal date:** \_\_\_\_\_

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

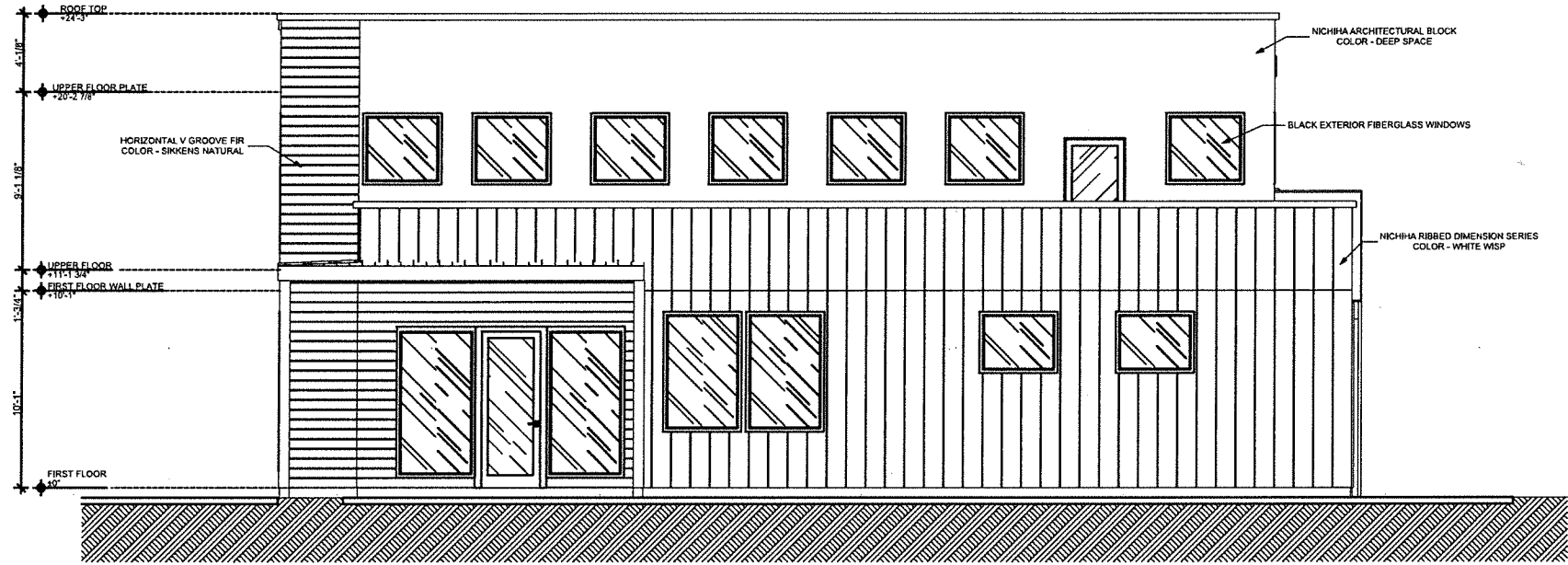
**Scale: REFER TO PLAN**

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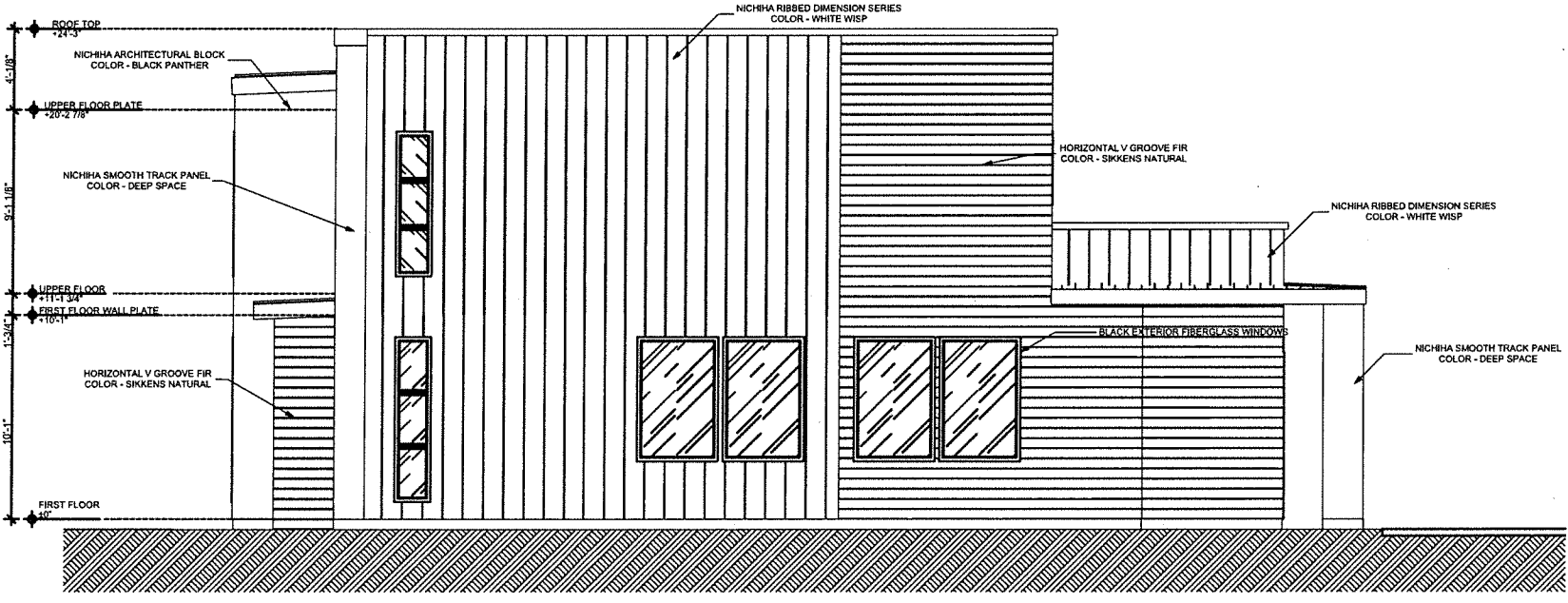
**IBC CONSTRUCTION LLC**  
 RESIDENTIAL/COMMERCIAL  
 602-971-1111



1

SOUTH ELEVATION

1/4" = 1'-0"

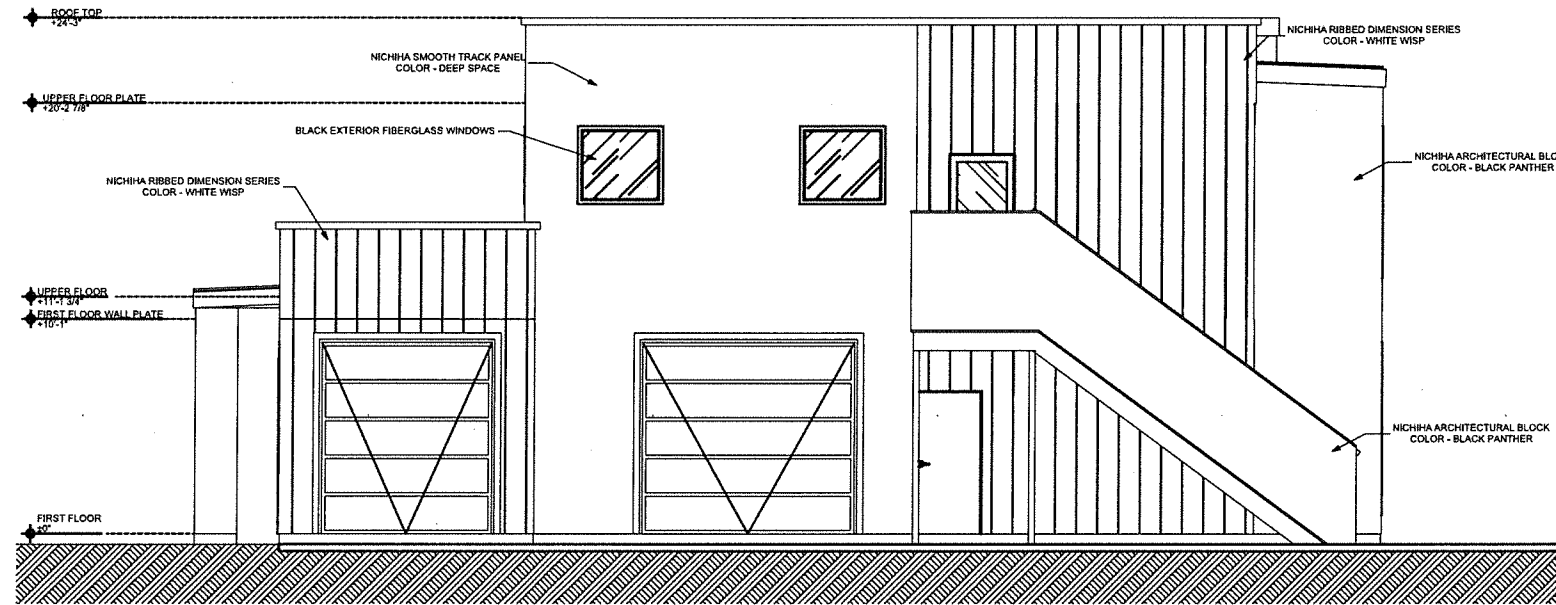


4

WEST ELEVATION

1/4" = 1'-0"

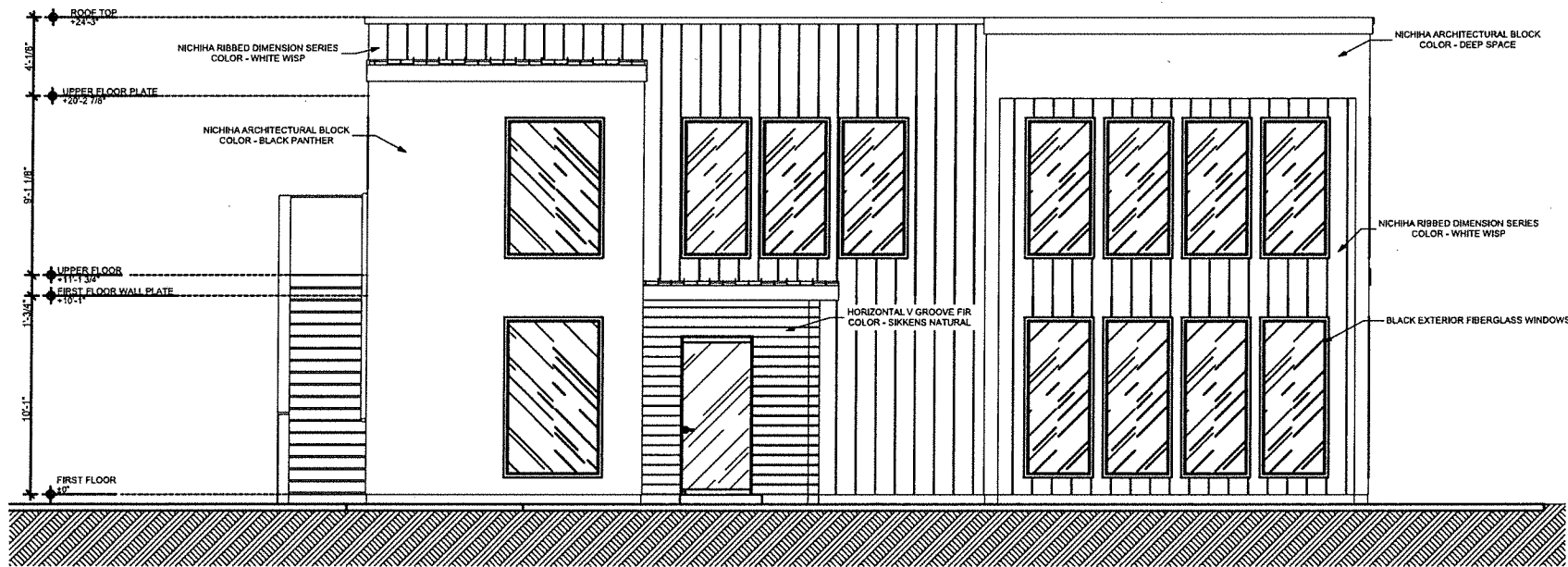
<b>IBC #73 WASCO LOOP BUILDING</b>	Project Description: #Client Address: #Client City, #Client State:	Submit date: <b>A.2.1</b>
	THIS PLAN IS THE MOST CURRENT PLAN AS OF THIS DATE <b>9/8/2022</b> IF THIS DATE IS MORE THAN 1 WEEK OLD, IBC CONSTRUCTION LLC AT OCEAN SOLUTIONS THAT YOU HAVE THE MOST RECENT COPY	Date: <b>9/8/2022</b>
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2

EAST ELEVATION


1/4" = 1'-0"

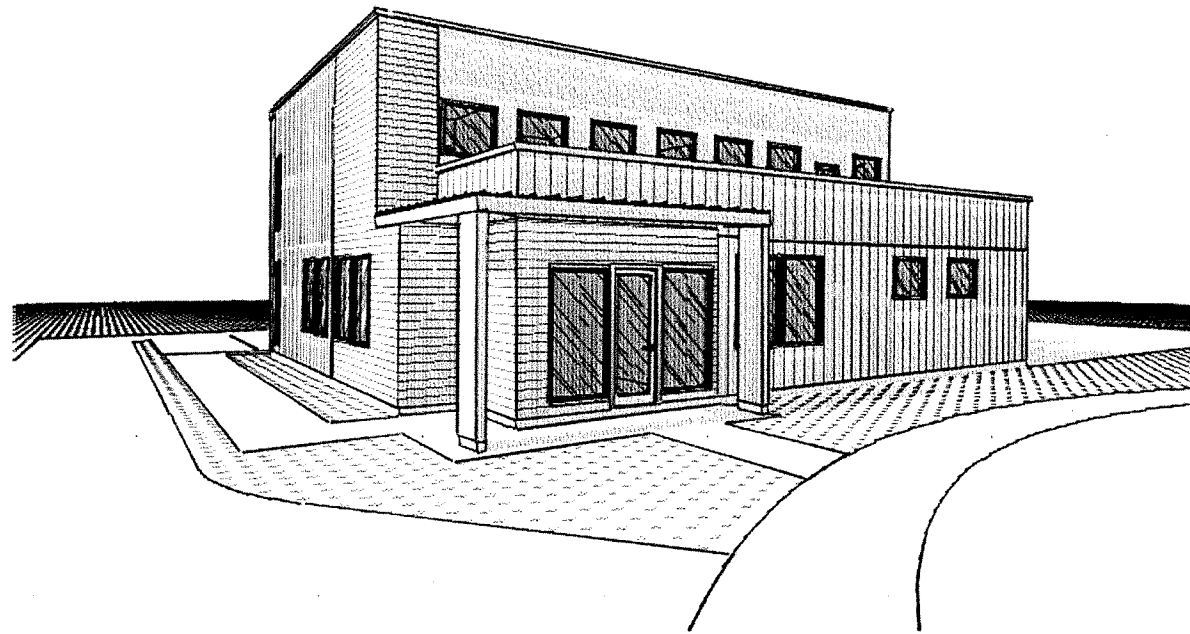


3

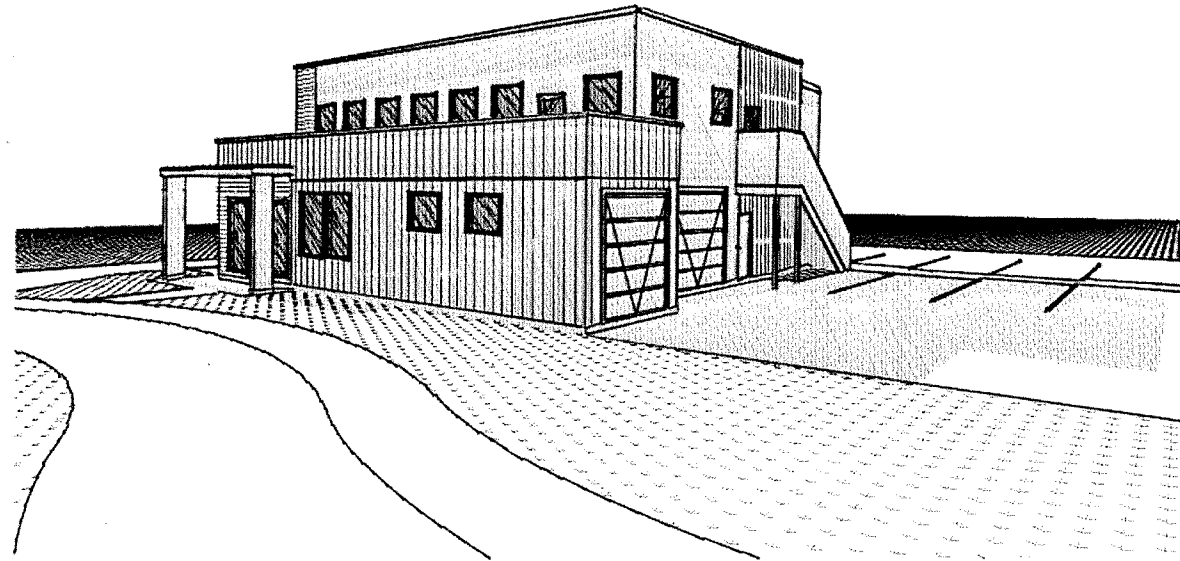
NORTH ELEVATION

1/4" = 1'-0"

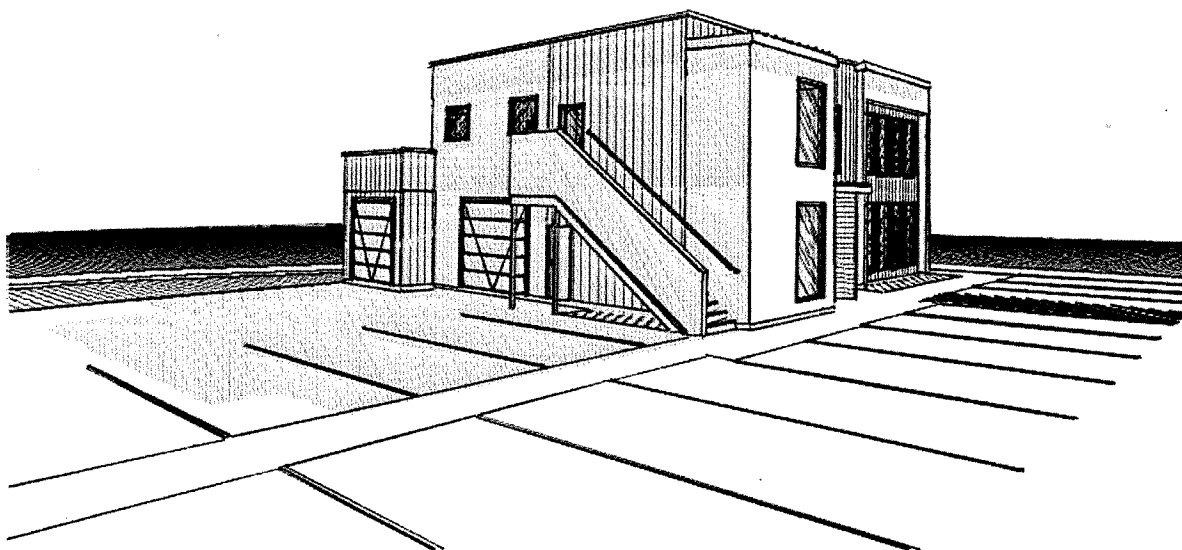
<b>CONTRACTOR</b>  <b>CONSTRUCTION LLC</b> <small>RESIDENTIAL / COMMERCIAL</small> <small>10000 W. 10th Street, Suite 100, Overland Park, KS 66204</small>	<b>Project Description:</b> IBC #73 Wasco Loop Building Client Address: Client City, Client State	<b>Submit:</b> Submittal date:	<b>Submit:</b> Submittal date:
	<b>THIS PLAN IS THE MOST CURRENT PLAN AS OF THIS DATE</b> <b>9/18/2022</b> IF THIS DATE IS MORE THAN 1 WEEK OLD, IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN THE MOST RECENT SOLUTIONS THAT YOU HAVE THE MOST RECENT COPY	<b>Date:</b> Date:	<b>Scale:</b> REFER TO PLAN



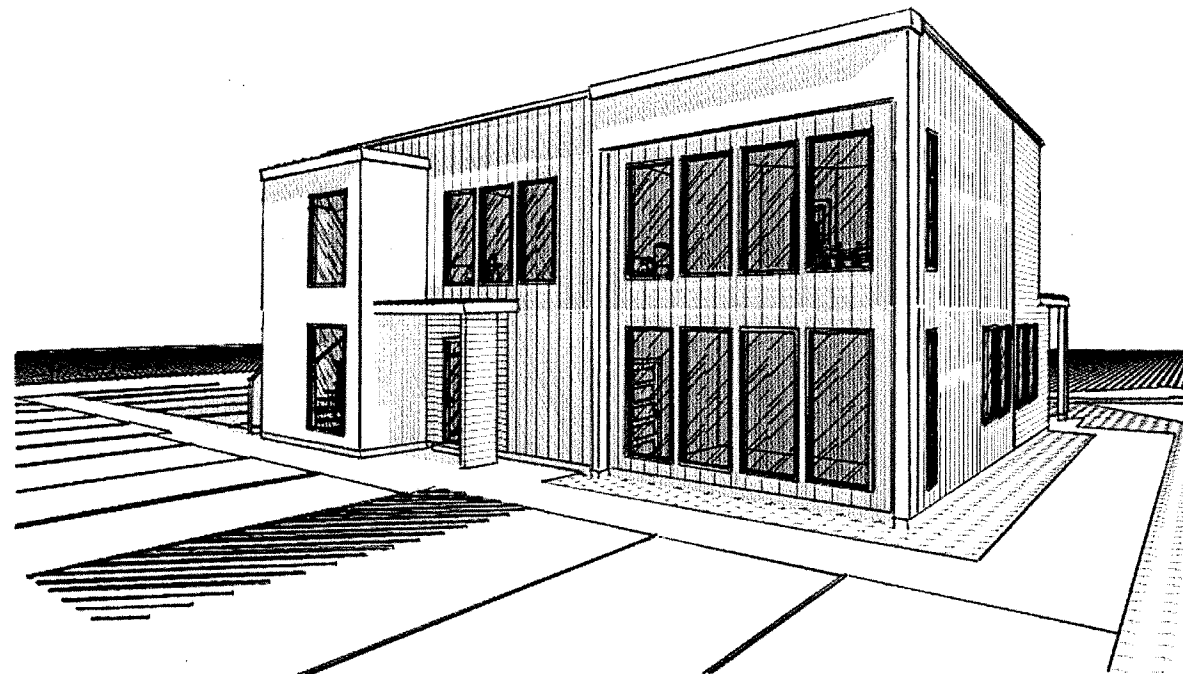
FRONT LEFT 3D VIEW



FRONT RIGHT 3D VIEW



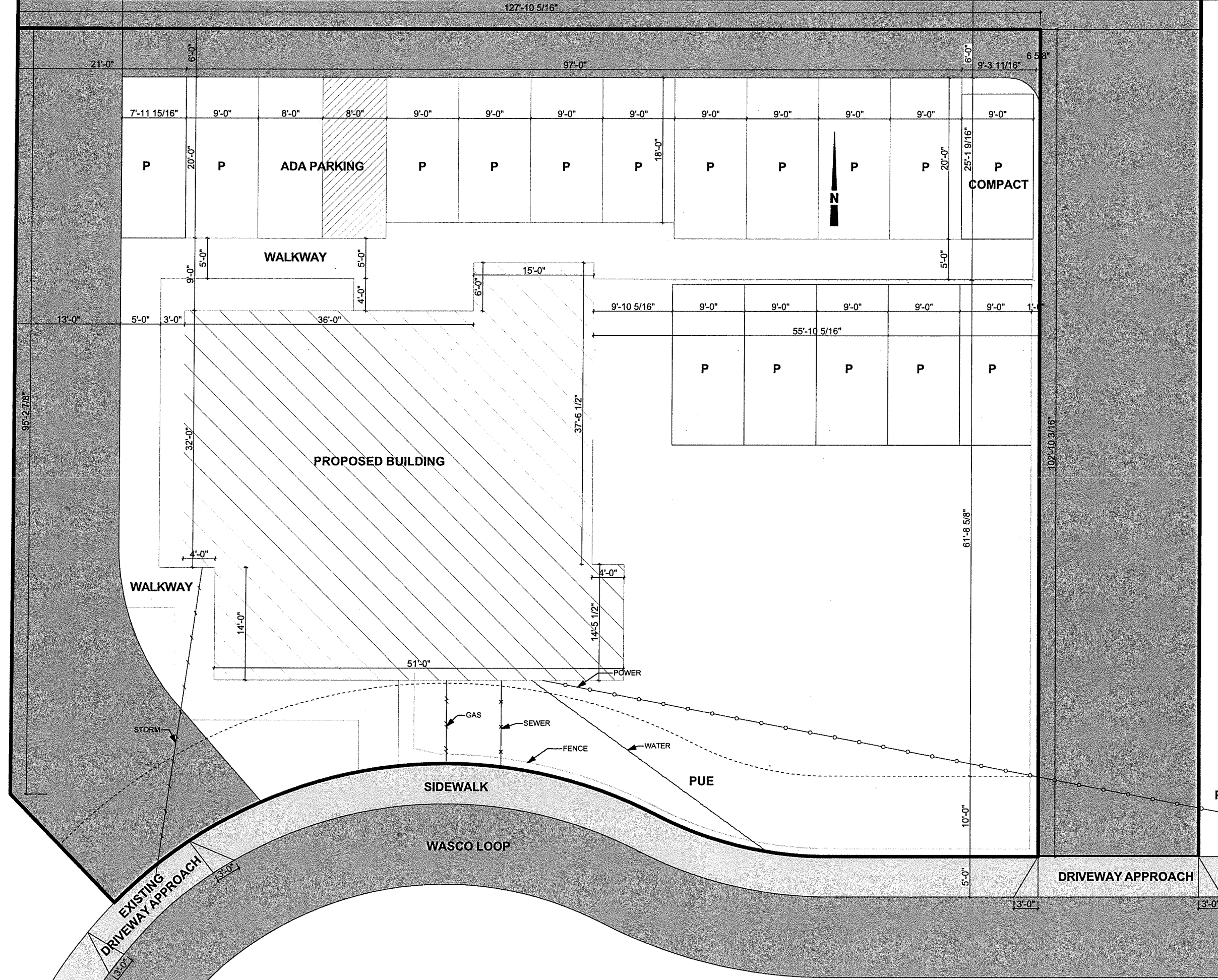
REAR RIGHT 3D VIEW



REAR LEFT 3D VIEW


<b>IBC #73 WASCO LOOP BUILDING</b>		Project Description: #Client Address: #Client City, #Client State:	Submittal date: A.4.1
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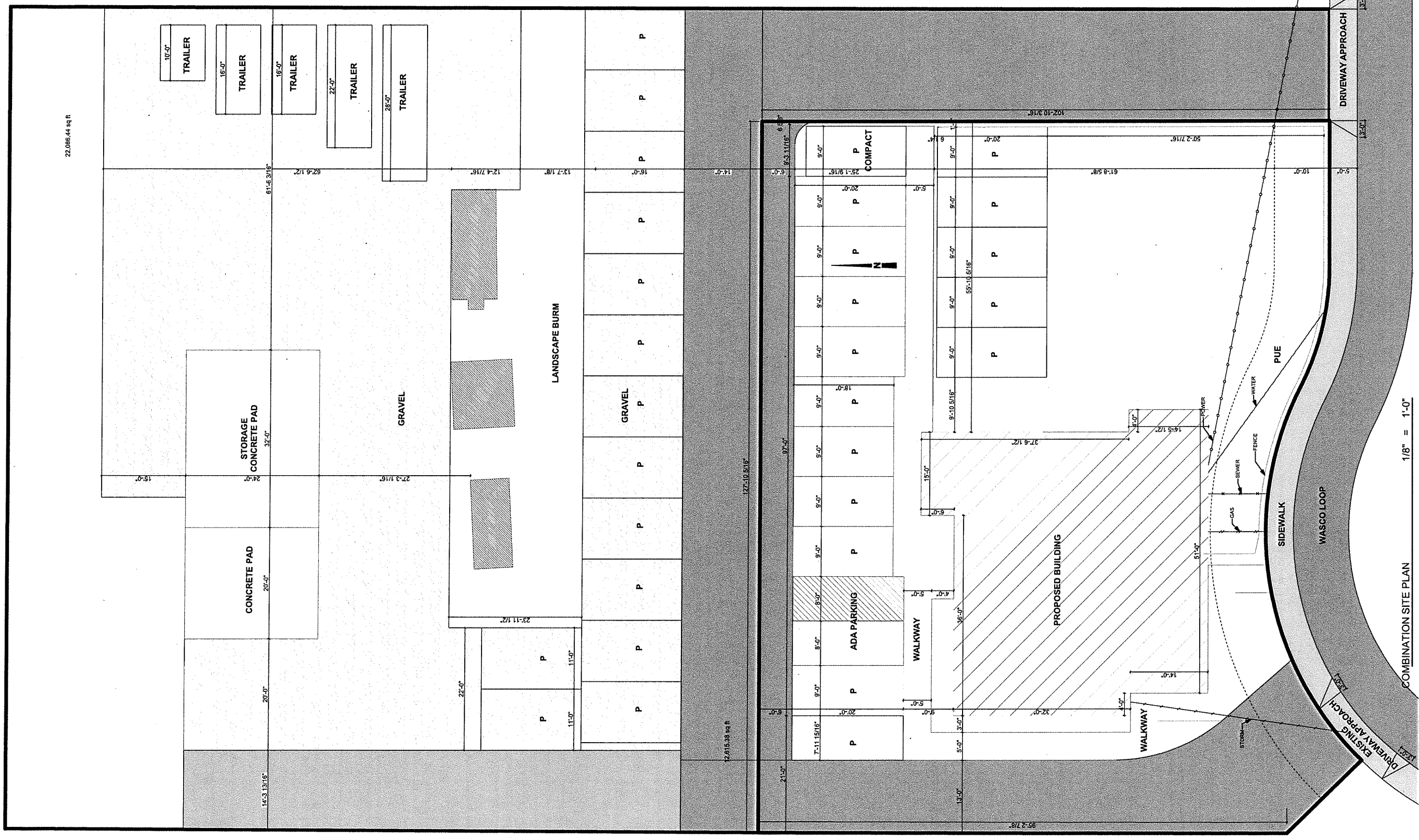
127'-10 5/16"



SITE PLAN 1

3/16" = 1'-0"

<b>CONTRACTOR</b>  <b>IBC</b> CONSTRUCTION LLC <small>RESIDENTIAL / COMMERCIAL</small> <small>1825 W. 12TH AVENUE SUITE 200 DENVER, CO 80202</small>	<b>Project Description:</b> <small>Client Address:</small> Client City, Client State.	<b>IBC #73 WASCO LOOP BUILDING</b>
	<b>THIS PLAN IS THE MOST CURRENT PLAN AS OF THIS DATE</b> <b>9/8/2022</b> <small>IF THIS DATE IS MORE THAN 1 WEEK OLD, PLEASE VERIFY THAT YOU HAVE THE MOST RECENT COPY</small>	Submittal: _____ Date: _____
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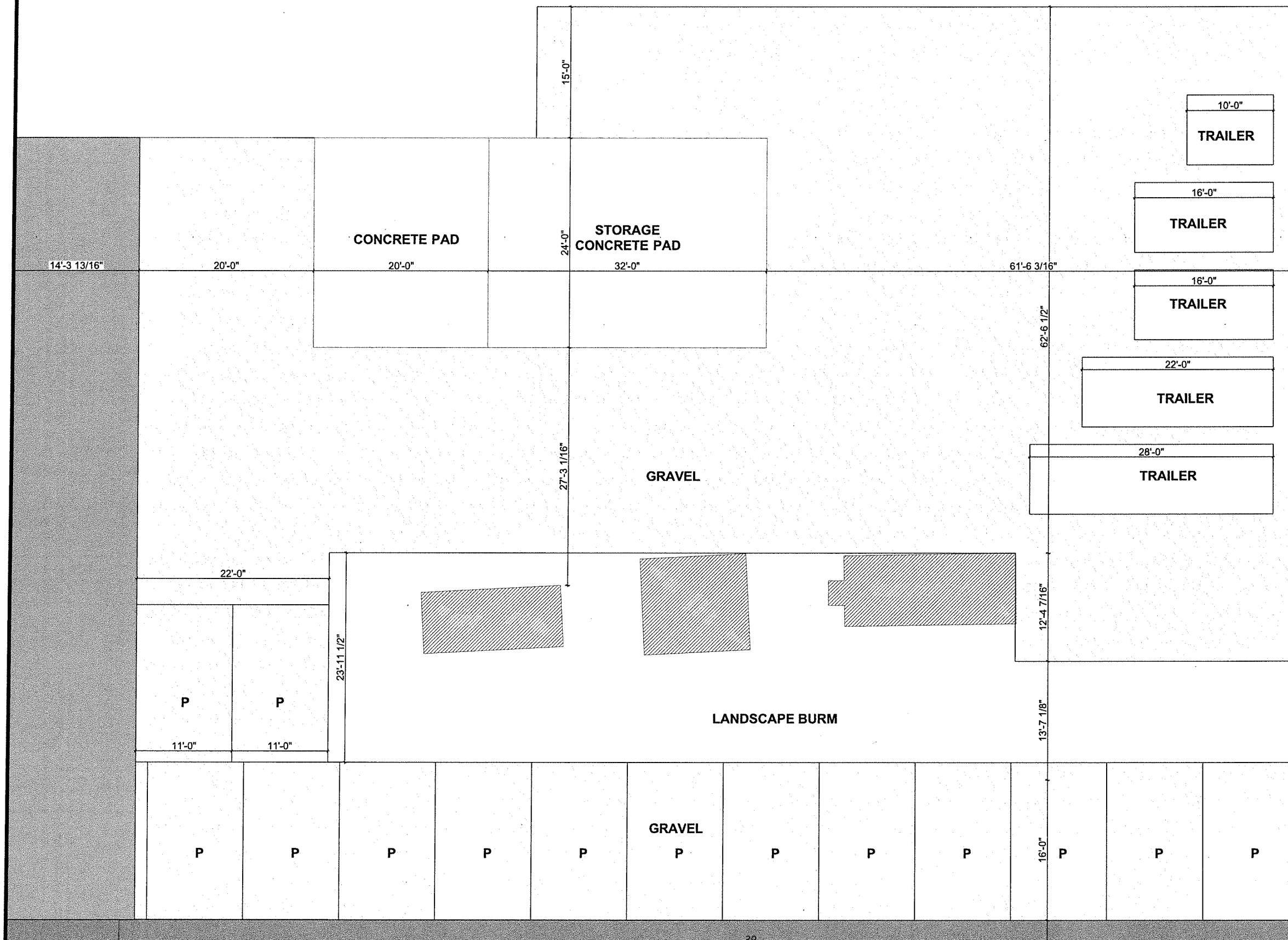
	<b>IBC #73 WASCO LOOP BUILDING</b>	<b>Project Description:</b> #Client Address: #Client City, #Client State:	<b>Submittal:</b>	<b>Submittal date:</b>
		THIS PLAN IS THE MOST CURRENT PLAN AS OF THIS DATE <b>9/8/2022</b>		<b>A.5.4</b>
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1/8" = 1'-0"

COMBINATION SITE PLAN

3/16" = 1'-0"

22,086.44 sq ft



<b>IBC #73 WASCO LOOP BUILDING</b>	Submittal: _____	Submittal date: _____	A.5.5
	Date: _____	Scale: REFER TO PLAN	Dates Submittals is not responsible for any changes after the date above.
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## Interim Executive Director's Report for September 13, 2022

*The following report is compiled from information provided by department managers as listed.*

### Administration – Genevieve Scholl, Interim Executive Director

- We received notification of the retirement of long-term Port general legal counsel Jerry Jaques this week. Authorization to issue an RFQ for a new general counsel is an action item on tonight's agenda. It goes without saying that Jerry has been a tremendous asset and friend to the Port for his entire forty-three years of service as general counsel, and the institutional knowledge that will be lost with his departure is of particular concern. I am thankful to Jerry and his team for their proactive assistance in making this transition and ensuring continued strong legal representation for our agency.



- This is the only Commission meeting scheduled for September, due to the Labor Day holiday and Commissioner schedule conflicts. Depending on the results of the federal grant approval process, however, an emergency meeting may be necessary to authorize acceptance of a grant contract if required before the October 4 meeting.
- By all accounts the August 24 federal and state lobbying strategy discussion and familiarization tour was a big success. Kevin will provide a summary in his Bridge Replacement project update report. Many thanks to Commissioners Chapman and Fox for their work developing an informative and fun tour, and to all the local business owners that stepped up to help describe the importance of the bridge and the replacement project to their businesses and industries.
- Staff has completed the first required grant report for the Coronavirus State Fiscal Recovery Fund grant for the E. Anchor Way project. Elaine Howard and her consulting team are underway with their Phase II analysis of the Waterfront Urban Renewal options, and we expect their report in October. Regardless of the results of that report, however, the Lot 1 project has significant funding challenges to stay on schedule and the Commission should consider next steps.
- Staff has completed the Root Cause Analysis for the tractor incident on August 22. John Mann and I are now working with SDIS on next steps. Special thanks to Commissioner Fox for his help on this important documentation and assessment process.
- The Hood River County Emergency Operations Center (EOC) is preparing for potential activation this weekend in response to the extreme fire danger and the potential Public Safety Power Shutoff. As the Port's PIO, I typically assist at the EOC when it is activated.

- I have received an email and request for a meeting with multiple staff members from Steve Tessmer expressing concerns that information provided to the Commission at the August 16 meeting included inaccuracies. Mr. Tessmer is a Marina boathouse tenant and long-time member of the Marina Advisory Committee, representing the boathouse tenants. I've asked Mr. Tessmer to provide specifics on what information he felt was erroneous and will convey that to the Commission upon receipt.
- The August Columbia Gorge Economic Indicators report is attached, showing continued positive recovery throughout the region from the pandemic downturn.
- Special thanks to the Hood River Soil and Water Conservation District staff and volunteer team that gathered on August 30 to hand pull and dispose of Puncturevine at several waterfront locations. Puncturevine is a particularly nasty invasive with very sharp, spiked seed heads that can cause injury and even puncture bike tires.




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**Recreation/Marina – *Daryl Stafford, Waterfront Manager***

- Pacific Northwest Search and Rescue reported a successful summer in their first year patrolling the Hood River Waterfront. It has been great to have them available to help with assistance and rescues. Please see the attached PNWSAR 2022 Water Patrol Overview.
- The Event Site booth closed for the season. Parking payment is required at kiosks. Parking enforcement remains on staff.
- The Waterfront Recreation Concession leases go through the month of September with a move out date of October 1st.
- Sadly, the last week in August, the windsurfing community lost a long-time windsurfer from Seattle that was here on vacation, due to a possible health event while he was out on the water. Richard Drews Dean was found nonresponsive and emergency responders were not able to resuscitate him. The Port has sent sincere condolences to his family.

- Last week the Event Site was full with the annual AWSI trade show. Even though the event was scheduled later in the season (it used to be held mid-August) it was still really busy. There were a few issues with set up delays for trash and port-a-potties, however the event coordinator and the Port's facility department worked through it all. Early reports indicate that it was the most attended event to date, with a lot of focus on winging and foiling. (See photo below.)



- The Kite Park League (formerly known as the Slider Project) Team Battle event has been taking place all last week out on the sandbar. They added some new features and had enough wind for some great filming. You can google the Hood River Kite Park League (KPL) Team Battle to watch some of their footage.
- The Department of Fish and Wildlife closed salmon fishing below the Bonneville Locks to Astoria on September 2nd, however, the Bonneville pool remained open. This caused record numbers at the boat ramp with fishermen utilizing the Marina Basin. Parking and restrooms have been a challenge with unexpected crowds. The frenzy is expected to last a few more weeks. See photo to right.
- On September 6th there was a report of a boat at the guest dock taking on water. Two fishermen pushed it as close as they could to shore. The Sheriff responded and tried to track down the owner. The next morning the stern of the boat went under, and fluids were leaking into the Marina. Port staff immediately responded and set up a boom to protect the surrounding waters. The Sheriff had yet to find the owner, so



he directed the Port to drag it up on the bank to get it out of the water. The owner showed up later in the day and is working on a solution for removal.

- Depending on the weather/temps, the water will get shut down for the season between October 1-15th. Tenants will get notified in advance. This means the pump out station will also be closed. The water typically goes back on early-mid April.
- On August 31<sup>st</sup>, the Port hired a boathouse flotation specialist to repair the Sheriff's boathouse. The winter snow loads should no longer be an immediate issue. The Port let the boathouse tenants know that he was going to be in town doing repairs and to contact him directly if they wanted to get any work done. Two tenants scheduled work with him. (See photo to right).



As a courtesy for the tenants, the Port asked the divers to do a survey of all boathouses for unencapsulated floatation so that we could inform them in case they were unaware of what kind of floats they had. The Port had previously given the tenants a November 1st guideline for compliance with the OSMB Clean Marina guidelines of no unencapsulated foam. Staff relayed the inspection results to each tenant, and for most, the inspections found that there was much more that needed to be replaced than expected. One of the boathouse tenants reached out to the OSMB Clean Marina director asking for flexibility for the floats not exposed to UV light and the weather if still intact, referring to a clause in the rule that relates to floats installed before 1992. The director agreed that due to the lease non-renewal, it wouldn't make sense for the boathouse owners to spend a lot of money on these repairs if the boathouses weren't going to be there for a long time. The director gave the Port his approval so that we would not have our Clean Marina status compromised and would keep us in compliance with the DEQ. Port staff agreed with the director and let the tenants know that only the visible unencapsulated foam must be replaced before the deadline, and any foam not visible to the eye that is intact may remain. The Port is asking the tenants to meet the minimum requirements of the DEQ and the OSMB.

Per the Commissioner's directive from the August 16th meeting, staff has given the boathouse tenants 5-years notice of non-renewal of their existing lease. We reached out to the boathouse tenants to begin the process to schedule the roundtable meeting. Staff will work with the tenants to figure out a date that works for most, and to draft a format and agenda. Prior to that time, a representative of the tenants has requested to meet with Port management to discuss issues they have with the information presented at the last meeting, and possible inconsistencies. Staff is currently working on accommodating their request and will work towards any needed clarification.

## **Development/Property – Greg Hagbery, Development & Property Manager**

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- DMV Building (paint) – Gorge Enterprises will begin preparing (pressure washing, patching, caulking) for paint the week of 9/11.
- DMV Building (re-roof) – Gorge Enterprises will submit the required permitting for the re-roof project during the week of 9/11. Roof work is assumed to begin the week of 9/18.
- Lot 900 – Team Project^ continues to move forward developing the necessary information to submit to the City of Hood River. Project^ is having additional environmental testing done to confirm if all hazardous materials were removed in previous DEQ based efforts.

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## **Airport – Greg Hagbery, Development & Property Manager**

- Port staff has worked hard to get the airport facilities ready and looking great for the annual Fly-In hosted by WAAAM each year. If you've not yet attended the Fly-In, it really is a must-see. East winds and smoke forecasted for the weekend may negatively impact this year's event.
- Minutes from the August 18 Airport Advisory Committee meeting are attached.
- The FBO Report for the month of August is also attached.
- The Port has successfully completed the purchase of the WAAAM Hangar. Port staff is developing a Request for Interest (RFI) to assess what best commercial tenant should utilize the space.
- Power connection for the AVGAS tank will need additional site work and vault installation to support a 3-phase power connection.
- Airport Cameras - Staff is continuing to work with local internet providers to assess how best to get adequate bandwidth infrastructure installed at the airport to support the streaming cameras.
- Staff is developing a Request for Interest (RFI) for the North Apron building pads. The RFI will seek include the option for a prospective developer to consider building a commercial hangar on any of the prepared building pads.

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## **Bridge/Transportation – John Mann, Facilities Director**

- The Wire Ropes Replacement bid solicitation was published on September 1. There is a mandatory walk-through scheduled for September 14 and bids are due October 4. We hope to be able to issue the Notice of Intent to Award after the October 4 Commission meeting.
- We received the preliminary draft report from David Evans Associates for this year's Fracture Critical and Fatigue Prone Inspection. Attached is the cover letter and photo set from the report, and a brief summary of the implications for bridge replacement submitted by Commissioner Fox. Bridge engineer Mark Libby with HDR has received the

draft report and will prepare a presentation and written memo for the Commission's review at the October 4 meeting.

- John Mann has been working to assist ODOT's Benjamin LaLonde in their work to complete Movable Bridge Inspection and Documentation data for their work to bring the state into compliance with federal requirements. John will prepare a one-page inspection schedule and description of our inspection process for their records. ODOT will be preparing a short form for our engineers at WJE to use for new required reporting every 2 years. ODOT will provide a workshop next year for any further updates or requirements that are generated after a year of reporting. Our reporting is currently up to date with the exception of our one-page inspection process.
- The Lower Mill wetlands mitigation project is underway. Port crews are conducting this work in-house. John Mann is calculating cost savings for actual versus engineer's estimate and expect it to be significant.
- The Portway Avenue Stormwater project will go out to bid next week.
- Seasonal facilities maintenance crew have largely departed with the return of the school year. John and Ryan are working through the service reduction schedule. This will begin with the closure of the Marina point restroom and continue with reduced nighttime staffing and earlier restroom closing throughout the waterfront.
- John Mann is developing the work schedule for the biennial bridge deck maintenance welding, planning for this work to occur after fruit harvest and before bad weather – always a challenge.

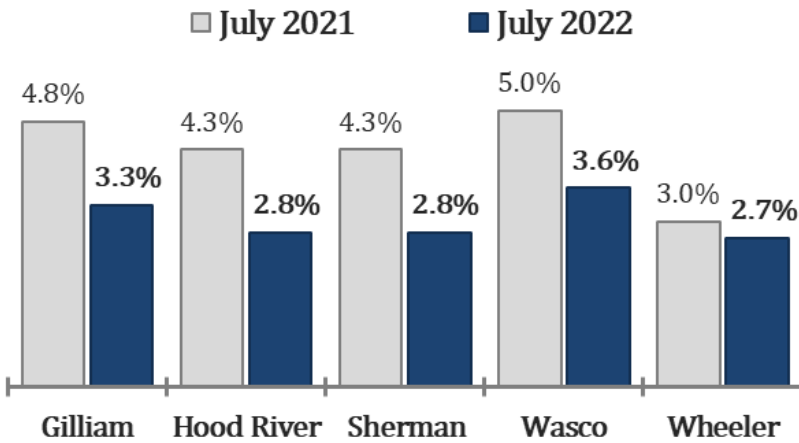


# Columbia Gorge Economic Indicators

(July 2022 data)

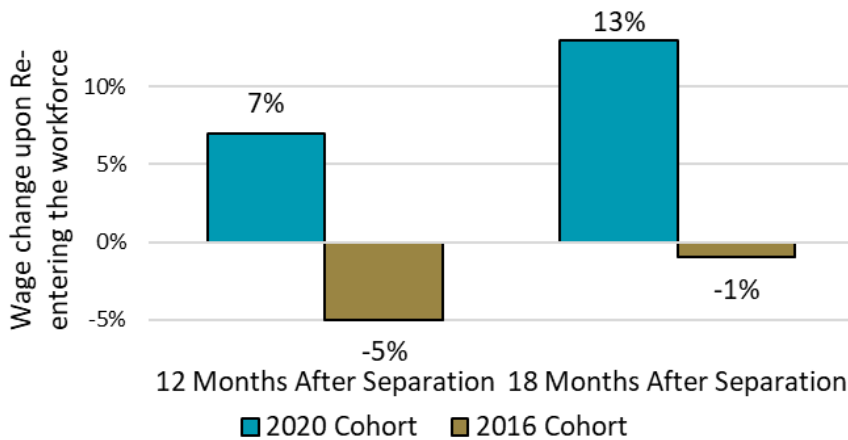
## August 2022 Edition

### Local Area Unemployment Rates (Seasonally adjusted)



### Graph of the Month Comparing Wage Growth After the Pandemic and Great Recessions

Source: Oregon Employment Department, Quarterly Census of Employment and Wages

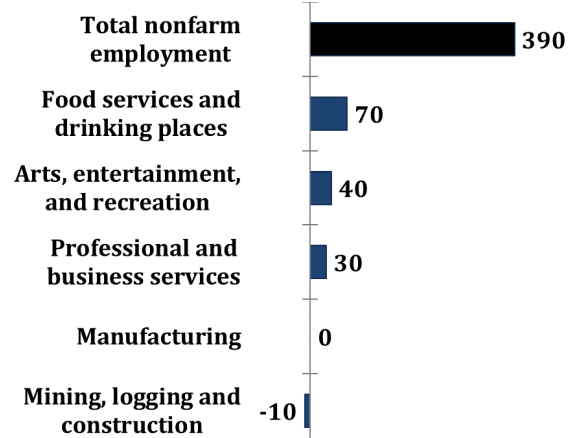


Job loss tends to result in a negative impact on a worker's long-term earnings. However, the pandemic recession seems to have reversed that trend in Oregon. Oregon workers who lost a job in the second quarter of 2020 tended to have notable wage gains when they reentered the workforce, at least in the short-term.

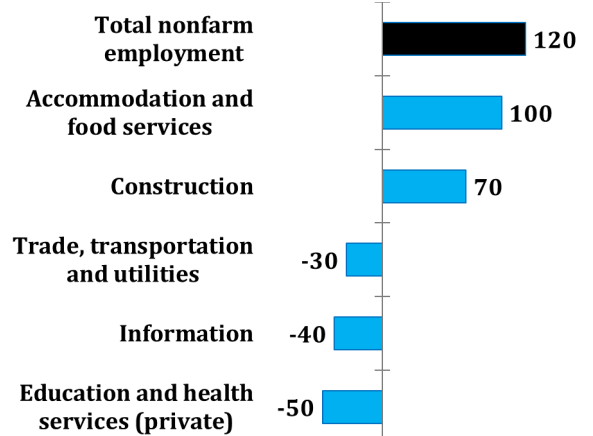
The graph compares two cohorts of worker's change in wage after reentering the labor force after making an unemployment insurance (UI) claim. The real median hourly wage for 2020 UI claimants in Oregon rose by 13% (\$2.71 per hour) about 18 months after their job displacements. For 2016 UI claimants, their wage decreased 1% (-\$0.27 per hour) from their pre-unemployment earnings 18 months after job displacement.

### Select Industry Gains and Losses (Over-the-year net employment change)

#### Hood River County



#### Wasco County



### Largest Over-the-Year Changes

#### Gilliam

**Total nonfarm employment (-20)**

Leisure and hospitality (+15)

Trade, transportation, and utilities (-10)

#### Sherman

**Total nonfarm employment (-10)**

Trade, transportation and utilities (+25)

Leisure and hospitality (-10)

#### Wheeler

**Total nonfarm employment (+0)**

Leisure and hospitality (+15)

Local government (-5)

Want to join the distribution list?

Jake Procino

Jake.D.Procino@employ.oregon.gov

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# 2022 WATER PATROL OVERVIEW

Pacific Northwest Search and Rescue (PNWSAR) | <http://PNWSAR.org>

2022 marks the initial trial season of enhanced “marine / boat patrol” missions requested by the Hood River County Sheriff’s office, in alignment with PNWSAR. Via member donations, PNWSAR invested into the required equipment to fulfill this need. Overall, members of the public interviewed have been overwhelmingly positive of the mission and objective; which included support for major events such as: Kiteboard for Cancer.

## PATROL VESSEL: 2013 Caribe Rigid-Hull Inflatable Boat (RHIB)



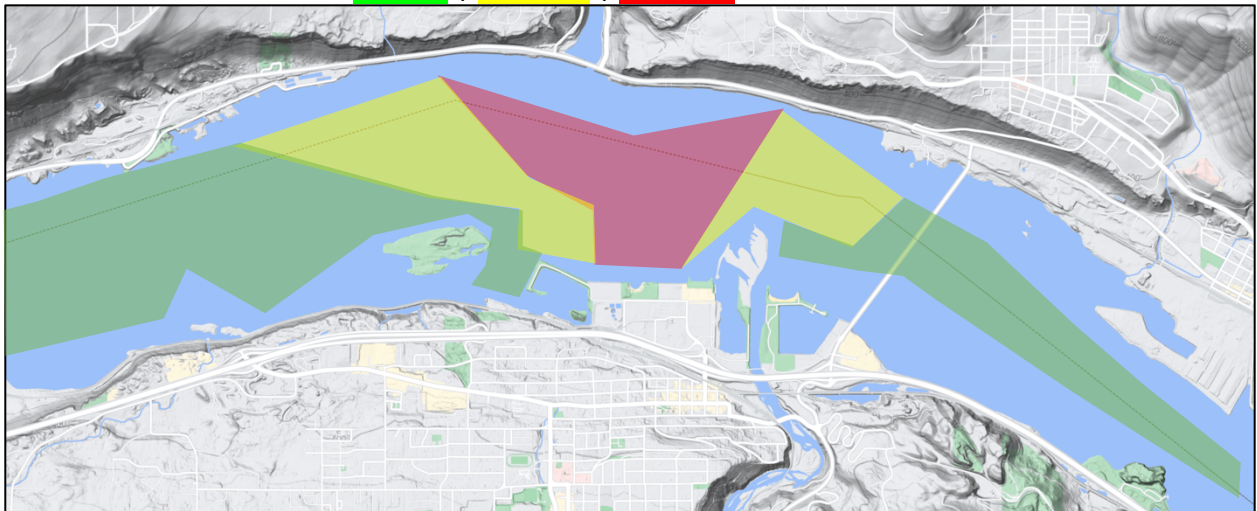
**CREW:** 3 (Pilot / Spotter / Rescuer)  
 Certifications: Rescue3 SRT / OSSA / EMR & EMT  
**POWER:** 60 HP Mercury Outboard  
**EQUIPMENT:** AED / BLS / SRT TOOLS / NAV / DEPTH / RADIO / SEARCH LIGHTS

## INCIDENT BREAKDOWN: MAY > SEPTEMBER 2022

\*\*\*Data is relevant as of: September 6<sup>th</sup> 2022, with the operational season expected to conclude sometime in October 2022.

<b>MINOR ENDANGERMENT</b>  <h1 style="font-size: 2em;">25</h1>	<b>SERIOUS ENDANGERMENT</b>  <h1 style="font-size: 2em;">8</h1>	<b>CRITICAL ENDANGERMENT</b>  <h1 style="font-size: 2em;">3</h1>	<p><b>MINOR</b> = Assistive help and aid. No bodily harm, but risk potential for exposure and larger issues</p> <p><b>SERIOUS</b> = Immediate risk of bodily harm and injury if no intervention.</p> <p><b>CRITICAL</b> = Confirmed Life endangerment situations</p>
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## INCIDENT DISTRIBUTION: MINOR | SERIOUS | CRITICAL



## 2022 OPERATIONAL EXPENSES (VALUIZED): ~\$35,910 estimated

<p><b>ONE TIME COSTS:</b> \$24,000 Vessel &amp; Equipment</p> <p><b>ONGOING:</b> \$2,475 (Maintenance: \$1,200 annual estimate; Boat Fuel: ~\$40 per; Tow Vehicle: \$35 per)</p> <p><b>DONATED EXPENSES:</b> \$1,785 Crew Burden (\$35 per member per mission for personal trans; food / bev)</p> <p><b>VOLUNTEER HOURS:</b> 306 hours (3 members x 6 hrs avg x Total Mission count: 17 as of Aug 28)</p> <p><b>VOLUNTEER VALUE:</b> \$7,650 (crew hours * \$25.00)</p>
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4S2 Airport Advisory Committee  
18 Aug 2022  
4:00 PM-5:30 PM  
Port Conference Room

## **MINUTES**

**PRESENT:** Dave Koebel, Tor Beiker, Heather Gehring, Margo Dameier, Bud Musser, Adam Young, Chris Robuck, Greg Hagbery, Andreas von Flotow, Matt Swihart, Brook Bielen, Michael McElwee, Bill Avolio

### **CALL TO ORDER/OPENING REMARKS**

- The meeting was called to order at 4:02 PM by Dave Koebel.

### **APPROVAL OF THE MINUTES FROM LAST MONTH**

- Adam made a motion to approve the July minutes with no edits or additions. Andreas seconded. July minutes were approved by all AAC members with no edits or additions.

### **ADDITIONS TO THE AGENDA**

- No additions or modifications were requested to the agenda.

### **APPROVAL OF THE AGENDA**

- Agenda was approved with no additions or modifications.

### **BUSINESS ARISING OUT OF THE PREVIOUS MEETING**

- None

### **ITEMS DISCUSSED**

- New Fuel Tank: Port staff is looking at getting a 3 phase transformer to run true 3 phase to the fuel pad.
- Security Cameras: Still waiting to get proper internet.
- Airport Revival Plan: This discussion was continued from last month. Andreas brought up current TacAero plans related to FBO's. This includes possibly running fuel sales at Prineville as well as a full FBO operation at Madras. Andreas also revisited the idea of TacAero putting a proposal into the Port of Hood River to act as Airport Manager at 4S2. Andreas also discussed the idea of building a new FBO somewhere on the North Apron. He was able to discuss with Terry Brandt the possibility of partnering up with WAAAM to develop an updated FBO on their property.

Dave brought up a commercial building as being the first development that should be looked into by the Port. This could potentially be a location for a new FBO.

Greg brought up the Bipartisan Infrastructure Law (BIL). This is an \$800,000 grant that can be used for vertical construction and must be used by 2026. This grant could be available to the Port of Hood River and could be infused into a project for vertical construction. This could maybe be put towards airport projects, PAE said that these funds would have to be used for flexible/multi-use space.

Andreas questioned what the square foot lease rate is versus the square foot building rate. (How much people are willing to pay versus what it costs to build, ROI for investors) This thought process makes T-hangars as the best option for development. Tor brought up the idea of a hangar kit or mobile hangar as a cheap and fast solution to hangar development. This would be an easy option for individuals to get off the waitlist. This option would not be as expensive as a T-hangar to lease but would be more expensive than tie-down fees. These could be located on the South Ramp in the gravel or on the North Ramp temporarily.

Tor revisited the solar discussion that happened last month and asked if the Port of Hood River had ever done a solar survey. Michael brought up the studies at the end of the last meeting. Recommendation was made to have updated surveys done.

Tor brought up discussion about potentially collaborating with the USFS or ODF to have a dedicated fire fighting hangar. Chris mentioned that she had this discussion in the past with USFS and their conclusion was that the Odell Fairgrounds is a preferred staging area for fire support. This is because it is closer to the forest and there was less smoke. There is also less air traffic to worry about.

Greg mentioned that Commissioner Streich recently camped at an airstrip near the coast and could see that as a possible revenue stream for the airport.

Margo has done some research about grant funding and believes that our requests would fall under both the community assistance category as well as the miscellaneous category. To write a grant request we would need to know how much money is needed, what the money will be used for, and how our project is differentiated from other fund seekers.

Greg mentioned that Tor conducted a small study on self-sufficient airports and asked if there was any relevant information from that study to share. Tor said that the biggest income generator from all of the airports he studied was fuel sales.

Discussion was opened for any other revenue generating ideas. Andreas brought up the idea of a green hydrogen production facility. He also brought up the idea of using ground space to host a Starlink ground antenna site.

- FBO: July fuel totals at 4S2, 4325.2 gallons out of the tank, 953.6 gallons out of the truck. \$1300 in tie down fees. August to date totals, 2367.1 gallons out of the tank, 445 gallons out of the truck. \$150 in tie down fees. Existing tank was topped off with 100LL. FBO has hired a full time IA mechanic who will be arriving mid September. This individual will focus on meeting the maintenance needs of the local clientele.
- WAAAM: Average attendance noted as of lately. Boats and tour buses are still arriving. The car restoration side of the museum has been very busy.
- Glider Club: No representative present but Cory sent in an update email. Summer youth camp was a huge success.

The club was able to source a mounting kit for the new prop. The prop should be installed next week.

- New Business: Dave brought up the idea of moving back to fewer meetings unless urgent topics arise. Dave suggested quarterly. Greg mentioned that the commissioners wanted to have monthly meetings. As a group, the AAC recommended every 2 months unless otherwise needed.
- Public Comment: None

#### **ACTION ITEMS**

- None specified

#### **ADJOURNMENT**

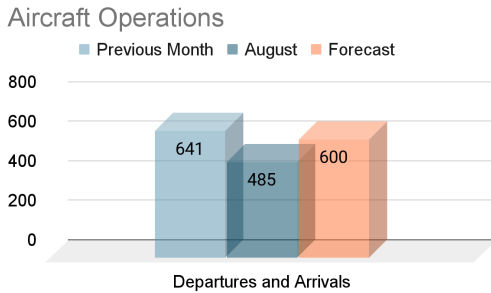
- Meeting adjourned at 5:17 PM.

#### **NEXT MEETING DATE**

- Next meeting is set for 20 October 2022, location TBD. Agenda will be sent out prior to the next meeting and will detail the date, time, and location. If the need arises for an interim meeting, communications will be sent out with meeting time and location.

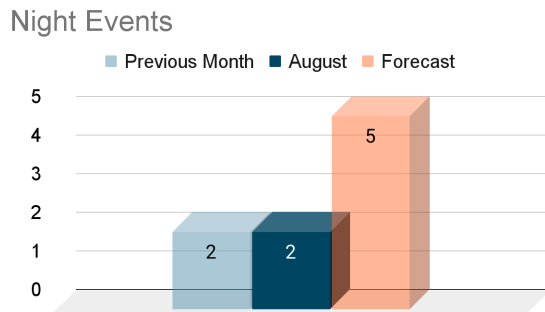
**Airport Activity:**

Decrease in operations from last month. Weather remained favorable for flying throughout August. Anticipate an increase in operations in September due to the WAAAM Fly-In.



**Night Flights:**

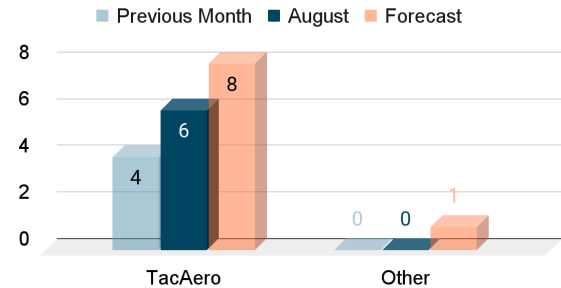
Only 2 R&D night flights were flown in August. Anticipate continued R&D flights throughout September. No large night events scheduled.



**Flight Training:** 6 training flights were conducted at 4S2 in August. All events were advanced training events. Anticipate approximately 8 training events in September. No courses have been

scheduled at 4S2.

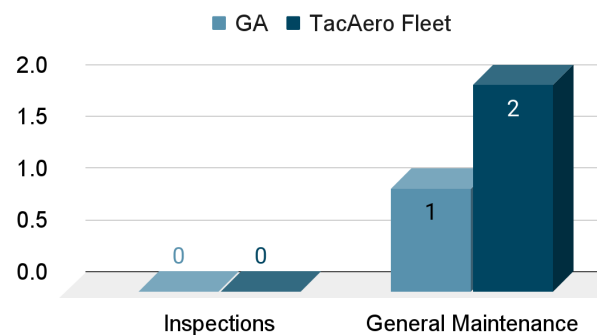
Flight Training Events



**Maintenance Activity:**

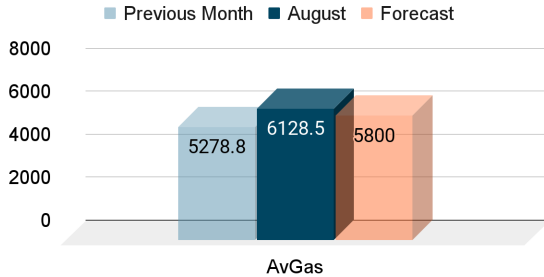
New Maintenance Technician has been hired. 20 Year IA veteran. Will focus on bringing local work back to 4S2. No inspections completed in August. General maintenance conducted was from the paint and cover shop.

Maintenance Operations



**Fuel Sales:** Fuel prices were pretty stable throughout August. Fuel sales in Hood River were above what was projected. Anticipate a spike in sales during September due to an influx of WAAAM Fly-In traffic. TacAero staff will be on site to provide fuel truck service during the fly-in.

Fuel Sales (Gallons)



**Fuel Flowage Fees:**

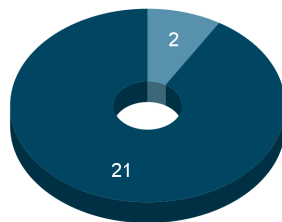
The new fuel tank has been placed at 4S2 and plumbed. Awaiting electrical hookups. When complete and online, the tank will be filled and flowage fees will begin.

**Tie Down Activity:**

- 23 total spots.
- 91% utilization for August averaged.
- \$185 collected in August.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs Long Term



**Noise Feedback:**

1 Noise complaint taken. Noise was from tow aircraft that was conducting engine tests following maintenance.

**Pilot Feedback:**

No pilot feedback was supplied to the FBO in August.

**Airport Surfaces:**

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

**Facilities:**

	Condition	Notes.
N. Hangars	Good	
S. Hangars	Good	
FBO	Good	
MX Hangar	Good	
Ops Hangar	Good	
Collins Hangar	Good	

**Lighting:**

- No issues noted with airport

**Other:**

- No other issues noted.



DAVID EVANS  
AND ASSOCIATES INC.

August 31, 2022

Mr. Joel Boothe, PE  
Oregon Department of Transportation  
4400 Fairview Industrial Dr. SE, MS4  
Salem, OR 97302-1142

**Subject:** 2022 Routine, Fracture Critical, and Fatigue Prone Inspection of Bridge No. 06645, Port of Hood River Bridge (White Salmon Bridge) Over the Columbia River

Dear Mr. Boothe,

A team composed of inspectors from David Evans and Associates, Inc. (DEA), SGM, and Extreme Access Inc. (EAI) inspected the Port of Hood River (Port) bridge over the Columbia River between Hood River, Oregon and White Salmon, Washington from July 25-29, 2022. The bridge spans 4,418 feet over the Columbia River and consists of 18 deck-truss spans and one vertical lift through-truss span. The flanking spans include an auxiliary truss and tower system to support the lift span. The Oregon approach is 81 feet long and consists of two steel multi-girder spans. The Washington approach is 314 feet long and consists of eight reinforced concrete multi-girder spans. The documentation of our findings includes this summary, the BrM Report, Fracture Critical (FC) Report, Gusset Plate Report, Fatigue Prone Details (FPD) Report, and Photo Set.

The inspection was performed by the following personnel:

Mark C. Frymoyer, PE (SGM)	Inspection Team Leader
Becca Boggan, PE (DEA)	Team Member
Steve Bates, PE (DEA)	Team Member
Jasper Heckman, EI (DEA)	Team Member
Patrick Benjamin, EI (DEA)	Team Member
Scott Hibbs, PE (EAI)	Rope Access Lead
Chris Lowry (EAI)	Team Member
Dakota Keller (EAI)	Team Member
Tony Vulcano (EAI)	Team Member

The scope of work for the 2022 inspection included hands-on inspection of fracture critical members and fatigue prone details and routine inspection of all visible structural components from abutment to abutment. Fracture critical truss members were inspected at arm's reach and accessed by climbing the truss. The ends of the floorbeams and fatigue prone floorbeam to stringer connections were inspected at arm's reach from the truss. The interior sections of floorbeams and interior floorbeam to stringer connections that were beyond arm's reach from the truss were inspected visually from the truss lines and visually from the top side of the deck down through the open grid.

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The fracture critical elements include:

- Bottom chord and back diagonals in deck-truss spans (Spans 1-10, 12-19)
- Bottom chord and back diagonals in through-truss span (Span 11)
- All members on auxiliary truss (Spans 10T and 12T)
- Floorbeams in all truss spans

The fatigue prone details include:

- Stringer to floorbeam connections in Span 11
- Struts connecting auxiliary truss to main truss in Spans 10 and 12
- Other random field welded connections found on the bridge

The inspection team accessed the main span bridge components using industrial rope access techniques to minimize the disruption to traffic during the inspection. Three half days of flagging and rolling single lane closures were required for the top deck and lift span inspection. Otherwise, no extended traffic impacts were required on the bridge throughout the inspection.

The observations and conclusions/recommendations contained herein are based solely on elements of the existing construction exposed to view on the date indicated, unless herein noted otherwise. If you have any questions or concerns, please do not hesitate to contact me at (970) 384-9003 / [markf@sgm-inc.com](mailto:markf@sgm-inc.com) or Matthew Harlan at (503) 499-0476 / [matthew.harlan@deainc.com](mailto:matthew.harlan@deainc.com).

Sincerely,

Mark Frymoyer, PE  
Inspection Team Leader

Matthew Harlan, PE  
Consultant Project Manager

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### Summary of Findings

The previous and current NBI ratings for this structure are as follows:

NBI Item	2020 Rating	2022 Rating
58 Deck	5	5
59 Super	5	5
60 Sub	5	4
61 Channel	7	4

Both the substructure and channel were downgraded to a 4 during this inspection. This was based on the findings in the 2020 Underwater Inspection Report. The substructure was downgraded due to large rock pockets and voids in the columns and web walls, scour induced exposure and corrosion in the steel piles at Pier 12, scour at the Pier 14, 15, and 20 footings, and cracks in the spread footing at Pier 20. The channel was downgraded because it has degraded and exposed the foundation seals, footings, and pile caps in various locations.

The following is a summary of the significant findings:

#### NBI Item 58 – Deck

- Some locations with cracked welds and loose deck panels were observed. However, the new deck welding method and annual welding program seems to have significantly reduced the number of cracked welds from previous inspections.
- Several locations of cracked welds between the sub-stringers and tops of stringers in Span 11.
- Transverse hairline cracks in Spans E and D (Oregon steel multi-beam span).
- The header at the north (Washington) transition from grid deck to concrete is broken cleanly about 7" in length.
- The railing is in significantly better condition than previous inspections. There are locations in which the thrie beam rail has been scraped, bent, or flattened. However, there were not many significant impacts observed.

#### NBI Item 59 – Superstructure

- The paint system is primarily in fair condition but is failing in isolated locations. There is minor section loss in the superstructure elements and many locations with pack rust. This structure would be a good candidate for spot painting to extend the life of the bridge if economical access can be provided.
- Many locations exist where the connection from the stringers to the floorbeams is damaged. Either the connection bolts are missing or failed, the shim plate has walked out, or the shim plate is not centered under the beam. This has resulted in locations where the stringers are not adequately connected to the floorbeams.
- The bridge floorbeams are in fair condition. There were several previously identified locations where the clip angle connection for the floor beam knee braces were cracked. The connections

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have mostly been replaced but two more locations need to be replaced. The floorbeams exhibit varying degrees of paint failure and corrosion.

- The through truss main members have minor section loss. There are numerous minor deficiencies, mostly paint failures and minor pitting, and small occurrences of pack rust at connections. See the FC and FPD reports for details.
- Several members have kinked or bent lacing bars or batten plates. The overall alignment of the individual truss members and of the chords is good, with a few exceptions. See the FC and FPD reports for details.
- Several gusset plates have previously been noted as bowed due to either pack rust or impact damage. Most of those gusset plates have been cleaned, painted and sealed with silicone. In general, the repairs are in good condition, although some locations have reactivated corrosion.
- The large crack previously observed in Stringer 1 at Floorbeam 11 in Span 10 has been temporarily arrested by drilling holes at the ends of the crack.
- The bridge bearings are in fair condition. Some of the expansion bearings are fully expanded or contracted under the current condition. Some rocker bearings are not functioning properly because the truss member is restricting movement at the top edge of the rocker plate instead of the pin. This condition has been repaired in most (but not all) locations.
- The pins at Span 11 (Lift Span) bearings are not properly seated on the bearing. The pin is free to move which indicates that the lift span is slightly lifted off the bearing and fully suspended by the steel anchor cables.
- The outboard dog bone hanger (vertical anchor link) for the bearing at Span 16 on the upstream side of L11 is bent. It is difficult to tell if this condition is due to construction or lateral displacement.
- The Washington reinforced concrete multi-girder approach spans (Spans 20-27) typically have spalls, delaminations, and longitudinal cracks.

#### NBI Item 60 – Substructure

- The substructure units are in poor condition. Most of the piers have cracks extending from the bearing areas in the caps that have been epoxy-injected. Some of these epoxy-injected repairs have since cracked again.
- The back wall at Span 1, L0 is restricting expansion of truss member and lateral bracing gusset plate is beginning to damage the wall.
- Concrete columns at Pier D are leaning towards the river. This appears to be a construction defect.
- The underwater inspection report found large voids and rock pockets in the concrete columns, exposure of footing seals, spread footings, and pile caps and advanced corrosion in the foundation piles.

#### Recommendations

The following recommendations are based upon our findings during the 2022 inspection. These recommendations are intended to help maintain the current condition of the bridge.

- Continue routine welding of steel grid deck on a 12-month cycle.

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- Shim gaps under floating stringers and replace anchor bolts where connection has failed. Many of the previously identified locations have been shimmed. However, other areas with floating stringers were observed. Therefore, this recommendation will remain.
- Trim the lateral bracing in conflict and causing section loss on the stringers in Span 11.
- Repair broken welds at sub-stringer to stringer connections in Span 11 by gridding off existing weld and connecting the members with bolts.
- Monitor 1" rods stitch welded to lower chord splice at L6 and L8 in Span 11 upstream truss. Monitor welded batten plate on retrofitted L7-L8 member downstream on Span 11.
- Replace loose bolts at the lower chord splices on the Span 10 and Span 12 trusses with new bolts and securely tighten.
- Clean and paint steel truss members with significant corrosion.
- Remove remnants of existing connections on the Span 10 and Span 12 primary truss that used to connect to the auxiliary trusses. Remove existing remnant pieces/plates on the lower chord. Grind the welds and remove the plate on the upper chord.
- Repair the clip angles that have cracked at Span 3 Floorbeam 3 and Floorbeam 11. Replace with new clip angles and bolt the new connection.
- Clear, repair, and patch the large voids in Pier 6 and 8 below the waterline.
- ODOT Hydraulics review the 2020 Underwater Report and provide any additional maintenance recommendations and scour appraisal updates due to scour at Pier 12.
- There is some undermining of the seal at Pier 14, but it appears to be constructed in solid bedrock and has not changed much since the last underwater inspection; should be monitored.
- Replace currently damaged and misaligned expansion joint at Pier 20 with sliding plate joint that will accommodate expansion and contraction of steel span.
- Monitor alignment of bearings throughout deck truss and consider resetting.
- Rehabilitate outboard anchor link hanger for Span 3 Pier 3 DS, Span 14 Pier 15 US/DS, and Span 19 Pier 20 US rocker bearings to allow freedom of rotation at the bearing pin. This may only require loosening the nut at the bearing pin.
- Strengthen or replace pin plates with local distortion and crushing at Span 3 Pier 3 DS and Span 15 Pier 16 DS.
- Consider analyzing vertical gusset plates at rocker type movable bearings. Add additional plates and/or bracing if necessary.
- Trim the bottom of the truss gusset plate at the rocker bearing connections to prevent interference with the rocker movement at: Span 3 at Pier 3 DS and Span 15 at Pier 16 DS.
- Realign rail to limit vehicular impact or put rub rail back in place.
- Throughout bridge; clean debris falling through grid deck and collecting on horizontal bracing, truss connection areas, and around bearings.
- Repair or replace the lift span locking mechanism at Pier 11. Ensure proper seating at the bearings.
- Remove the old lifeline in Spans 12 and 13.
- Span 10 upstream stair tower lifeline system should be inspected and design reviewed for compliance with OSHA Requirements.

DRAFT REPORT-FOR REVIEW ONLY

### Organization of Report

The following general methodology was used when describing defects in these reports:

- The Gusset Plate Report only describes the primary vertical gusset plates which connect the primary truss members together. Other gusset plates such as laterals plates or mid chord gusset plates are described in either the Fracture Critical Report (if they are directly connecting FC members) or the BrM Report.
- Defects at a primary gusset plate are always described in the Gusset Plate Report unless the defect is specifically observed in the fracture critical member.
- All bearing notes have been associated with the BrM Report. If the defect is below the bottom of the lower chord, it is considered a bearing note and has been reported in the bearing notes in the BrM report.
- Connections from floorbeam to stringers have been associated with the stringers in the BrM Report unless the connection defect specifically impacts the floorbeams.

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***IM06645\_A0: Roadway Looking South (photo courtesy of 2020 inspection)***



***IM06645\_A1: Elevation Looking Northwest (photo courtesy of 2020 inspection)***

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***IM06645\_A2: Load Posting on WA Approach***



***IM06645\_A3: Spall and Delamination in Span E Soffit and Pier E End Diaphragm***

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***IM06645\_A4: Spalls Adjacent to Girder Top Flange in Deck Soffit of Spans D and E***



***IM06645\_A5: Longitudinal Cracks and Efflorescence in Span 21***

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***IM06645\_A6: Spalls in Pier 27 End Diaphragm***



***IM06645\_A7: Crack in Sub-Stringer to Stringer 1 at Floorbeam 11 in Span 11***

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***IM06645\_A8: Crack in Sub-Stringer to Stringer 1 at midbay of L9L10 in Span 11***



***IM06645\_A9: Crack in Sub-Stringer to Stringer 1 at Floorbeam 6 in Span 11***

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***IM06645\_B0: Arrested Cracks in Stringer 1 at Floorbeam 11 in Span 10***



***IM06645\_B1: Lateral Bracing Rubbing against Stringer 2 in Span 11 Resulting in Section Loss***

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***IM06645\_B2: Minor Rotational Distortion and Bearing Gap at Stringer 2 at Floorbeam 10 in Span 7***



***IM06645\_B3: Missing Bearing Plate at Stringer 2 at Floorbeam 1 in Span 9***

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***IM06645\_B4: Bearing Gap at Stringer 4 at Floorbeam 10 in Span 9 with Broken Tack Weld***



***IM06645\_B5: Heavy Debris Accumulation in Span 19***

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***IM06645\_B6: Typical Paint Condition and Surface Corrosion on Truss Spans***



***IM06645\_B7: Typical Paint Failure and Surface Corrosion on Truss Diagonal Members***

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***IM06645\_B8: 1/8" Pitting on L5U6 Diagonal of Span 6 DS***



***IM06645\_B9: Paint Failure and 1/8" Pitting on U7U8 Top Chord of Span 8***

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***IM06645\_C0: 3/8" Pack Rust between Floorbeam and Panel Point U10 in Span 12 DS***



***IM06645\_C1: Remnants of Auxilary Truss Lower Connection at Panel Point L10 of Span 10 DS***

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***IM06645\_C2: Remnants of Auxiliary Truss Upper Connection at Panel Point U10 of Span 12 DS***



***IM06645\_C3: Minor Distortion of L5U6 on Span 9 DS***

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***IM06645\_C4: 1" over 2' Out of Plane Bending at U2L3 of Span 12 DS***



***IM06645\_C5: Collision Damage on L4L5 of Span 11 DS***

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***IM06645\_C6: Repair due to Collision Damage at L7L8 of Span 11 DS***



***IM06645\_C7: Sway Bracing Flange Cut at Panel Points L2 (US and DS) of Span 12***

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***IM06645\_C8: Impact Damage to Portal Bracing at Pier 11***



***IM06645\_C9: Typical Flaking Paint, Surface Corrosion, and Staining on Floorbeam***

DRAFT REPORT-FOR REVIEW ONLY

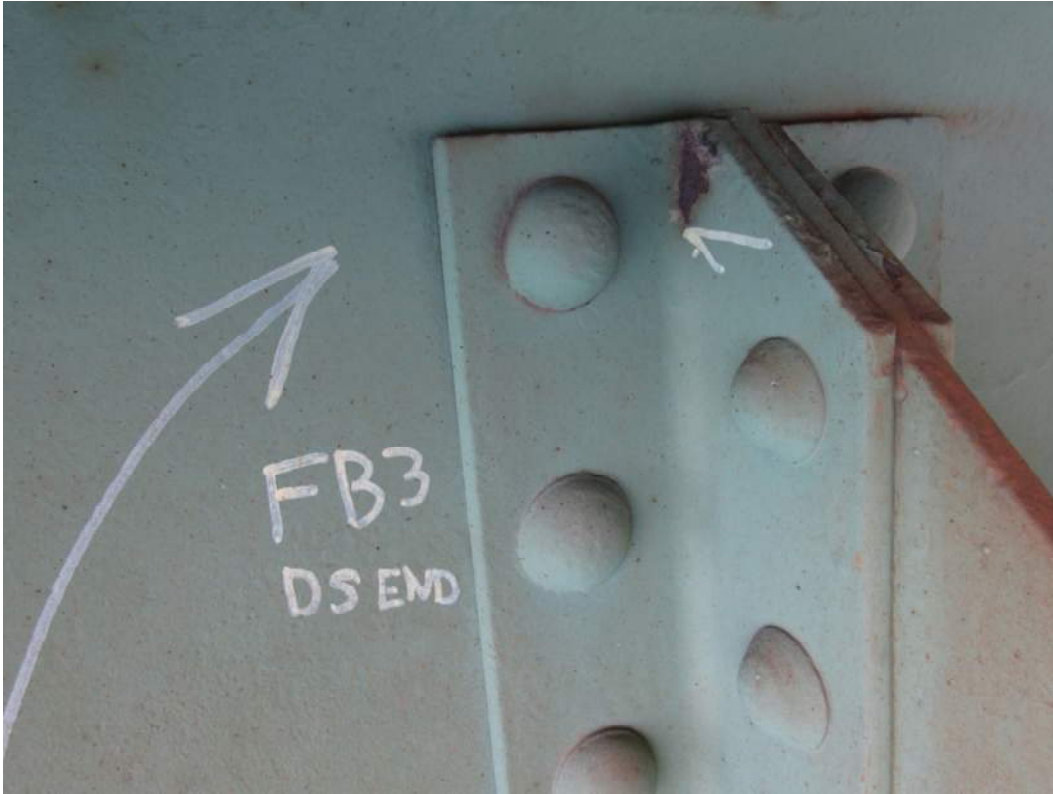


***IM06645\_D0: Pitting on Bottom Flange of Floorbeam 4 in Span 4***



***IM06645\_D1: Pack Rust and Broken Tack Welds at Floorbeam 0 in Span 11***

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**IM06645\_D2: 1" Crack at Knee Brace at Floorbeam 3 in Span 3**



**IM06645\_D3: 1" Crack at Knee Brace at Floorbeam 11 in Span 3**

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***IM06645\_D4: Torch Cut Holes in Floorbeam 4 of Span 12***

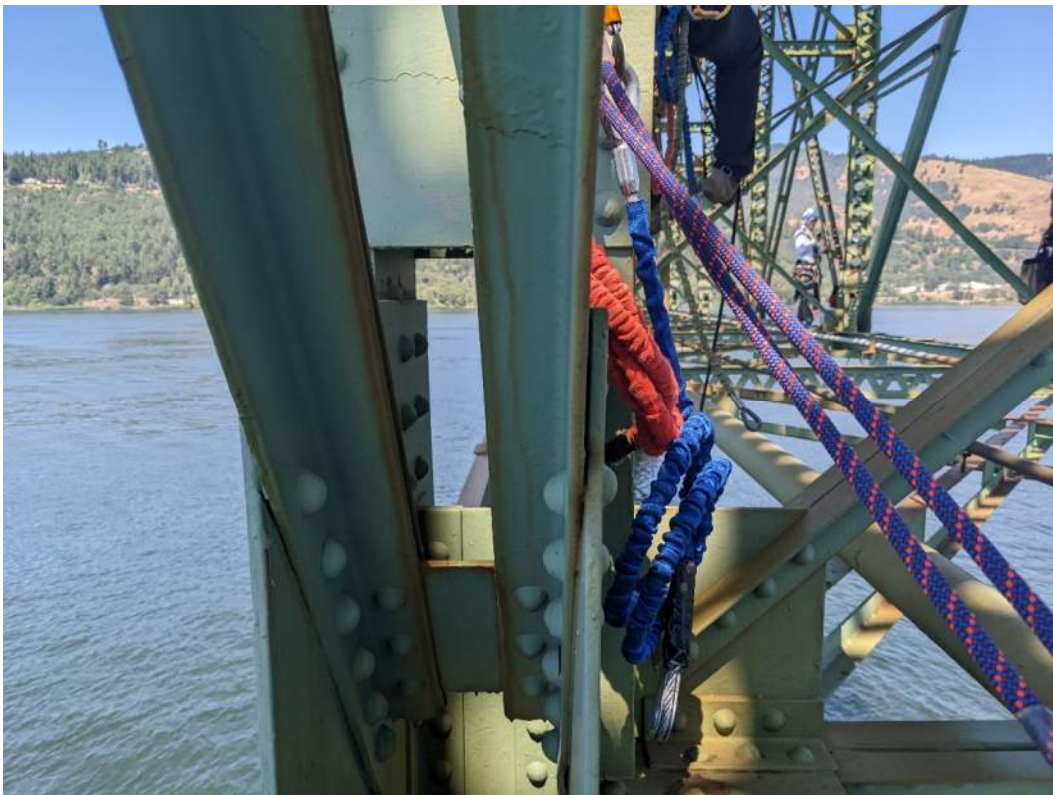


***IM06645\_D5: Welded Gusset Plate at M7 of Span 11 US***

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***IM06645\_D6: Typical Freckled and Surface Corrosion on Upper Gusset Plates***



***IM06645\_D7: Typical Pack Rust at Lower Gusset Plates***

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*IM06645\_D8: Typical Pier Wall at Piers 1 through 27*



*IM06645\_D9: Bent and Leaning Column 1 at Pier D, Sealed Horizontal Cracks All Columns*

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***IM06645\_E0: Pier 20 Exposed Spread Footing and Crack at Southeast Corner***



***IM06645\_E1: 7" Broken Section of Armored Header at Pier 20***

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***IM06645\_E2: Crushed Vertical Gusset Plates at Span 3 Pier 3 DS Bearing***



***IM06645\_E3: Typical Pitting on Rocker Bearing***

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***IM06645\_E4: 3/4" Gap Beneath Span 11 Pier 12 DS Bearing***



***IM06645\_E5: Typical Jammed Anchor Link at Bearing***

DRAFT REPORT-FOR REVIEW ONLY



***IM06645\_E6: Vertical Gusset Bearing on Rocker Stiffener at Span 15 Pier 16 DS***

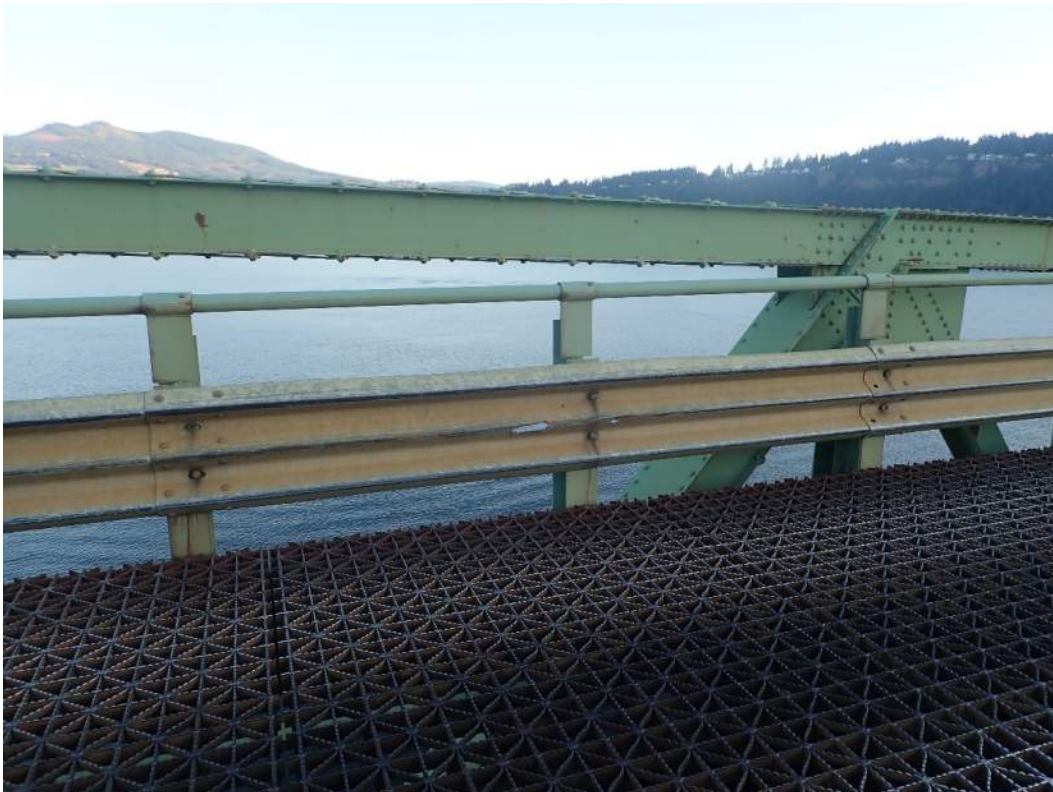


***IM06645\_E7: Typical Repair of Previously Identified Vertical Gussets Bearing on Rocker Stiffener***

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***IM06645\_E8: Vertical Gusset Bearing on Anchor Stiffener at Span 16 Pier 16 US***

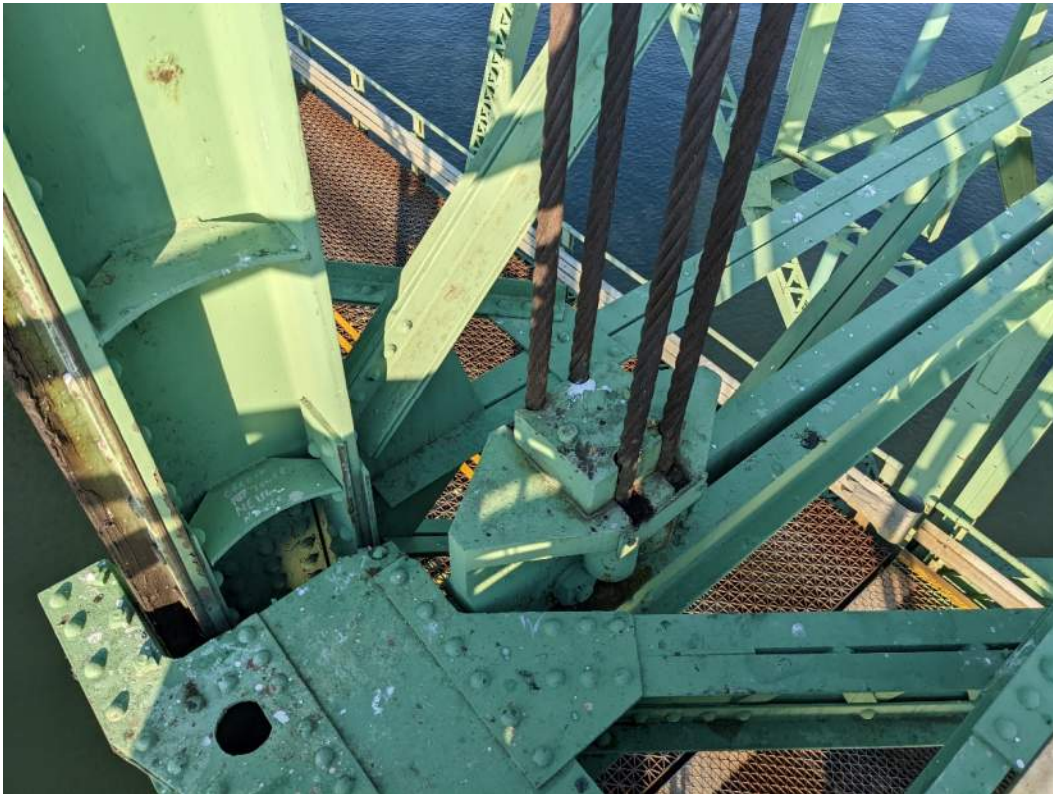


***IM06645\_E9: Typical Scraped and Torn Guardrail from Impact***

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*IM06645\_F0: Span 11 Lifting Cables Pulled Out 3/8"*



*IM06645\_F1: Typical Corrosion at Lift Cables in Span 11*

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***IM06645\_F2: Broken Weld at Lift Pulley Covers***



***IM06645\_F3: Broken Cables of Old Lifeline in Span 12 and 13***

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# Issues Facing the Port and Bridge Replacement Efforts

Submitted for Commission consideration by Commissioner Mike Fox

## Catalyst Driver:

The biannual Hood River – White Salmon Bridge assessment has been completed with the report (draft) having been issued. The report provides several concerning issues with the continued degradation of the structure. Key findings:

1. The Sufficiency Rating has dropped to 6 down from 16.8 and an earlier 38.7 in 2020. This is a significant decrease out of a max score of 100. I saw a report last year of conditions of all public owned bridges in Oregon and we now are at the bottom of the list (worst position).
2. The substructure of the bridge was significantly downgraded this report stating that “the substructure elements are in poor condition”. The report further states “Most of the piers have cracks extending from the bearing areas in the caps that have been epoxy-injected.” Also, “The back wall as Span 1 is restricting expansion of truss member and lateral bracing gusset plate is begging to damage the wall.” Also it stated that “The underwater inspection report found large voids and rock pockets in the concrete columns, exposure of footing seals, spread footings, and pile caps and advanced corrosion in the foundation piles.”
3. The lift span is not seated on the bridge but is being held in place by the lifting cables already in bad shape.
4. Missing or shifted bearing plates.
5. Rust is now creating section loss on through the truss main members. More areas are showing age than previous reports. Paint failures are contributing to increased rust in many areas.
6. There is an extensive list of 23 recommendations that are not priced but intuitively amount to several million dollars of work.

I have asked for Engineering to evaluate trends in the last three reports and try to project future states during the next 5 to 8 years. My initial concern from the report is our bridge is degrading in a more accelerated fashion than that of the past few years. Efforts to replace the bridge may need to be further expedited.

## Issues facing the Port:

1. Maintaining the bridge in a min safe condition will become increasingly expensive. To fund this, the Port must accelerate the weaning process of other Port expenses to make room financially for these increased expenses. My feel is that most of the current bridge toll revenue will need to be used for yearly bridge maintenance/repairs.

**Suggestion:** Get really serious about finding means and methods to make other areas of the Port self-funded much earlier than when the bridge closes. I would recommend 2 to 3 years from now. Any savings derived here would fund additional bridge expenses that likely will be needed.

2. Update the long-term bridge maintenance estimate to better inform the Port as to likely funding by year that will be needed to keep the bridge operational.

3. We need to assess our bridge maintenance crews / numbers / capabilities to determine how to address likely increased repair efforts. Do we do internally, do we award a task order contract to one or more contractors?
4. Develop a risk management approach to addressing repair topics such as perhaps cleaning and painting the entire bridge. (not saying that we should be this will be coming to us in the next few years.)

**Issues facing the Port and the BSWG/new BSBA:**

1. Efforts across the board to replace the bridge needs to be increased significantly.
2. Additional funds need to be committed to HNTB to accelerate the following:
  - a. Fund Michael Shannon full time along with Project Controls Manager
  - b. Award and management of Geological Assessment program.
  - c. Execution of early works design activities (defined to advance design to approximately 30%).
  - d. Get ODOT to complete the Biological Assessment report so not to hold up approval of the EIS.
  - e. Get the Tribal MOU's disconnected from the EIS approval.
  - f. Generate and implement an approach to accelerate funding including:
    - i. Update federal \$195 million grant app with latest inspection report indicating increased sense of urgency.
    - ii. Attract funding from Oregon and balance from Washington state
    - iii. Determine how and implement accessing WA state \$75 million funding much earlier than originally thought.
    - iv. Lay out a plan to obtain TIFIA funding.
  - g. Accelerate getting our Project Management tools established.
  - h. Accelerate getting initial year workplan activities accomplished.
3. We need to develop then implement a communication plan to inform elected officials as well as the general public regarding the state of the old bridge and what is needed to expedite a new one.
4. Establish a toll increase of \$0.25 average and implement January 2023. Then increase the tolls each January by \$0.25. Develop a PR communication plan to inform the public of the change and why it's needed. Place ALL this increase in the "Bridge replacement fund." Doing so will help attract state and government funding.



Project Director Report  
September 13, 2022

The following summarizes Bridge Replacement Project activities from Aug. 12-Sep. 7, 2022:

- Monitoring social media activity on response to federal field rep tour.
- Received submitted support letter for \$100M BIP grant application (included) from Hal Hiemstra.
- Received draft bi-annual bridge inspection report with a reported sufficiency rating of 6.0. Rating had been 38.7 in 2020 and 44.7 in 2018. Final report due later this fall.
- With help of Hiemstra, set up meeting with Dr. Morteza Farajian the Exec. Dir. of the Build America Bureau, to discuss the new inspection report. Mayor Marla Keethler led conversation with HNTB staff backing her up.
- \$195M INFRA grant decision is being made soon, so the new rating may be helpful in showing the urgency.
- Coordinating preparation of BSWG meetings and packets with HNTB into the future. Eventually HNTB will be responsible for all meeting prep.
- Prepared invitation to Washington and Oregon legislators for October 14 tour. Brad Boswell and Dan Bates will be distributing.
- Emailed Nez Perce on update with Umatilla and Yakama regarding draft Treaty agreement. Scheduled to call later this month.

**9/8 HRB Cultural Resources Coordination Meeting Action Items**

• **Section 106 MOA**

- ODOT to review the Section 106 MOA, AMIDP, and Comment log – Probably won't get to this until the week of 9/19

• **Traditional Cultural Properties (TCP)**

- This is not complete – To move forward, we need to have the treaty mitigation package ready. ODOT has to take the package to Yakama to show them everything the project has compiled and how we'll address the Yakama stipulations. YN would then be willing to concur that we are having a no adverse effect on the TCP due to consultation and mitigation
  - ODOT needs this full package for Yakama. Once project receives concurrence on TCP (contingent on full package) project can issue the Joint Finding of Effect and complete with Section 106 work and MOA can be signed
- Yakama doesn't want to sign off before the Treaty MOA is in place. Should be satisfied once we can show him that we have documents for his mitigation request
  - After that we can resolve with DAHP and work with YN to get it through DAHP

- Project should have the stipulations addressed and flushed out to show to the Yakama Nation before sending to FHWA
  - Yakama needs to have some confidence that the Treaty MOA addresses their concerns before project can advance the Section 106 MOA
- **Treaty MOA - WSP**
  - WSP needs ODOT's input on the Treaty MOA before advancing it
    - Also need to include the matrix that shows BiOp, FEIS/ROD, etc. status
  - FHWA will need to review the Treaty MOA as well.
  - Meeting with FHWA next Friday (9/16)
    - Discuss the Treaty MOA at this meeting
  - **Try to get comments/feedback from project group to WSP by 9/15 before the meeting with FHWA on 9/16. If this isn't possible, please provide comments by 9/21**
  - The process to get signatures will be lengthy
- **ACHP Letter and Consultation Attachment – WSP**
  - ODOT had one comment addressed in the ACHP Letter
    - ODOT Archae said the referenced paragraph looks good
  - Discussed the Consultation Summary attachments
    - WSP to make final edits, and after editing will provide to FHWA for review, concurrence, and sending
- **Fishing Agreement Discussions with Tribes – Kevin, ODOT, WSP**
  - Kevin has a meeting with Amanda Rogerson (Nez Perce) on 9/19
    - Not a lot more to discuss with tribes until we have the Treaty MOA draft buttoned up
    - ODOT mentioned that Kevin should to give Amanda a heads up stating that in talking to other tribes, they've suggested we prepare a draft document as a place to start from. Don't think we should just send it to them.
      - Kevin to Draft an email to Amanda and send to Roy (ODOT) for edits before sending to her.
  - No one has been talking to Warm Springs
  - Umatilla – We were going to send them a draft. Comment from Tara about TCPs and Brian was compiling all past notes to make sure we had them in one matrix.
- **Upcoming Meetings:**
  - 9/16 – Meeting with FHWA
  - 9/22 – NEPA/Cultural Team – **Reschedule to a date that works for Bob and Roy, as they are not available on 9/22, and add an extra 30 minutes**
  - TBD

#### OTHER NON-BRIDGE RELATED ACTIVITIES

- Reviewing municipal stormwater easement needs to public works staff.
- Part of management team discussion on marina roundtable planning regarding houseboats.
- Meetings with SDIS and staff discussing tractor accident.

- Began receiving information as new member of MCEDD board.

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**Congress of the United States**  
Washington, DC 20510

September 8, 2022

The Honorable Pete Buttigieg, Secretary  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, D.C. 20590

RE: Port of Hood River/Klickitat County's Hood River-White Salmon Interstate Bridge  
Replacement Bridge Improvement Program funding request

Dear Secretary Buttigieg:

We write to express our support for the Port of Hood River / Klickitat County joint grant application to the United States Department of Transportation's Bridge Improvement Program for funding to help construct a new bridge across the Columbia River, linking the communities of Hood River, Oregon, and White Salmon, Washington.

The existing bridge was built in 1924 and is nearing the end of its usable life. While a designated National Highway System highway, the bridge is weight restricted and has a posted speed limit of just 15 miles per hour. Its two lanes are just over nine feet wide, hardly leaving two large vehicles sufficient space to pass. There is no permissible passage for foot or bike traffic, and the bridge is seismically vulnerable. The Port of Hood River estimates maintenance costs will exceed \$50 million over the next fifteen years while the bridge's sufficiency rating, now at 16.8 on a scale of 100, will continue to decline.

With a local economy dependent on interstate travel, the bridge is a critical link for residents and visitors, recreation and industry. An estimated 30% of the area's workforce commutes across the bridge, making car ownership a necessity due to the lack of pedestrian or bike access. Local industries dependent on freight transport, such as tree fruit and timber, must cross the bridge with less than full loads, requiring more trips to move the same amount of produce, or divert to another non-weight-restricted bridge adding 40 miles to their trip. Commercial barge traffic on the Columbia River is forced to pass between the existing bridge's narrow supports, built before modern safety standards.

While early efforts to replace the bridge date back to 1999, the project has enjoyed recent momentum and is positioned ideally to take advantage of resources made available through the Infrastructure Investment and Jobs Act. Over the past five years, \$100 million has been awarded or secured for this \$500 million project. In 2020, the U.S. Department of Transportation awarded the project a \$5 million Better Utilizing Investments to Leverage Development (BUILD) grant that funded 15% of design and engineering. Since that award, both the States of Oregon and Washington contributed \$5 million to design and engineering, and in their last legislative session, the State of Washington earmarked \$75 million to complete design and initiate construction funding. A Supplemental Draft Environmental Impact Statement (EIS) was published in 2020, and the Final EIS and Record of Decision on a new bridge is expected to be issued by the Federal Highways Administration later this year.

This project enjoys strong investment and support from communities and stakeholders in both Oregon and Washington. A Bi-State Bridge Working Group has been formed, made up of elected leaders from six member agencies. Governed under a memorandum of understanding, the group cooperatively oversees, manages, and conducts project development for the bridge replacement project. Both state legislatures have authorized the creation of a new Bi-State Bridge Authority that will own and maintain the new bridge, and past and present congressional engagement shows consistent bipartisan support.

We believe this request aligns with the goals of the Bridge Improvement Program and ask that you give this application your full and fair consideration. If you have any questions regarding this matter, please contact Dan Mahr in Senator Merkley's office at 503-326-3386; Ree Armitage in Senator Wyden's office at 503-326-7542; Bree Rabourn in Senator Murray's office at 206-724-6694; Naseem Meyhar in Senator Cantwell's office at 202-579-6003; Nick Strader in Rep. Bentz's office at 541-709-2040; Reilly Lamp in Rep. Herrera Beutler's office at 202-225-3536; Kathie Eastman Tell in Rep. Blumenauer's office at 202-604-0455; or Stephanie McBath in Rep. Newhouse's office at 202-225-5816.

Sincerely,

Jeffrey A. Merkley  
United States Senator

Patty Murray  
United States Senator

Cliff Bentz  
Member of Congress

Earl Blumenauer  
Member of Congress

Ron Wyden  
United States Senator

Maria Cantwell  
United States Senator

Jamie Herrera Beutler  
Member of Congress

Dan Newhouse  
Member of Congress



# Commission Memo



Prepared by: Greg Hagbery  
Date: September 13, 2022  
Re: FAA Grant Offer – AWOS Improvements

---

This Phase I – Design and Bidding project is the first of a two-phase project that will ultimately complete the construction of the AWOS Improvements project at the Ken Jernstedt Airfield (4S2). The project will replace the existing Automated Weather Observing System (AWOS) with a new AWOS III-P/T system. In addition, the project will relocate and replace the existing wind sensor (anemometer).

The current AWOS system at 4S2 was installed and commissioned in 2003 and is beyond its useful life. Additionally, since 2003, trees located off airport property have grown substantially, blocking the anemometer, and causing erroneous readings of the surface wind conditions. These erroneous wind readings are creating safety-related issues for pilots operating at the airfield.

This Phase I - Design and Bidding project will complete the project design and biddings tasks in preparation for a future (FY 2023) Phase II – Construction project.

This AWOS Improvements project has been broken into two (2) phases:

- |                                |   |
|--------------------------------|---|
| 1. Phase I: Design and Bidding | Design and Bidding                                  |
| 2. Phase II: Construction      | Construction and Services During Construction (SDC) |

The Federal Aviation Administration (FAA) and the Port have determined that both phases of this project are justified and eligible for funding through the FAA’s Airport Improvement Program (AIP) grant program. The project is currently programmed to be funded with a FY 2022 AIP grant (Phase I) and a FY 2023 AIP grant (Phase II).

The programmed Federal share is \$100,000, which will require a local match of \$11,112 from the Port.

**RECOMMENDATION:** Approve Acceptance of Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0026-017-2022 at Ken Jernstedt Airfield.

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U.S. Department of Transportation  
Federal Aviation Administration

Airports Division  
Northwest Mountain Region  
Oregon, Washington

Seattle Airports District Office:  
2200 S 216th St  
Des Moines, WA 98198

September 1, 2022

Ms. Genevieve Scholl  
Interim Executive Director  
Port of Hood River  
1000 E. Marina Dr.  
Hood River, OR 97031

Dear Ms. Scholl:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0026-017-2022 at Ken Jernstedt Airfield Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor’s authorized representative(s) (hereinafter “authorized representative”).
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor’s attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor’s attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor’s attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 14, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Mary Vargas, (206) 231-4131, mary.vargas@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Warren D. Ferrell  
Manager  
Seattle ADO



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FAA Airport Improvement Program (AIP)**

**GRANT AGREEMENT**

**Part I - Offer**

---

Federal Award Offer Date	September 1, 2022
Airport/Planning Area	Ken Jernstedt Airfield Airport – Hood River, Oregon
FY2022 AIP Grant Number	3-41-0026-017-2022 (Contract Number: DOT-FA22NM-0167)
Unique Entity Identifier	JETJS92NEEX4

TO: Port of Hood River, Oregon  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated August 22, 2022, for a grant of Federal funds for a project at or associated with the Ken Jernstedt Airfield Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Ken Jernstedt Airfield Airport (herein called the "Project") consisting of the following:

Install Automated Weather Observing System (AWOS III/PT) (Phase 1 - design);  
which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$100,000.  

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
 \$ 0 for planning  
 \$ 100,000 airport development or noise program implementation; and,  
 \$ 0 for land acquisition.
2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
  - c. Close Out and Termination
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 14, 2022, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
16. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:



1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**18. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.
- 21. Trafficking in Persons.**
- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
    1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
    2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
      - a. Associated with performance under this Grant; or
      - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
  - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
  - d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
    1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 11, 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 23. Employee Protection from Reprisal.**
- a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

### SPECIAL CONDITIONS

24. **Non-Transferrable AWOS.** The sponsor acknowledges the equipment purchased with this Grant is not eligible for transfer at any time under 49 U.S.C. § 44502(e)(1) as it does not meet the required performance specifications and acceptance criteria in accordance with 49 U.S.C. § 44502(e)(2).
25. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
27. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:
  - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
  - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;

If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



\_\_\_\_\_  
*(Signature)*

Warren Ferrell

\_\_\_\_\_  
*(Typed Name)*

Manager, Seattle Airports District Office

\_\_\_\_\_  
*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

Port of Hood River, Oregon

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:



# Commission Memo



Prepared by: Michael Shannon  
Date: September 9, 2022  
Re: Amendment No. 9 w/ WSP

---

This amendment is to extend the Port's contract with WSP for six months to complete the Final EIS and Record of Decision and minor support of tribal coordination for memorandum of agreements. This request includes reallocation of unused budget and full use of their remaining contingency.

WSP has included a brief memo summarizing the work and adjustments to the contract explaining the \$40,514 cost. The amendment includes the following work:

1. Continuation of project management support and coordination with port, tribes, and agencies.
2. Continuation of bi-monthly cultural resource meetings with port and agencies for completion of Section 106 MOA and agency coordination.

The Washington grant will pay for additional WSP work.

**RECOMMENDED ACTION:** Authorize amendment No. 9 with WSP for continued environmental work in an amount not to exceed an additional \$40,514 and total contract value of \$3,461,733 through March 2023.

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## MEMO

TO: Kevin Greenwood, Bridge Replacement Project Director  
FROM: Angela Findley and Brian Carrico, WSP  
SUBJECT: Contract Amendment #9  
DATE: August 31, 2022

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WSP has developed Amendment #9 for the Hood River Bridge Replacement Project Environmental Studies, Design and Permitting Support contract to reflect additional time needed to complete the project, increased effort for specific tasks and closure of completed tasks. The current contract value is \$3,421,220. The Amendment #9 would increase the contract value by \$40,514 for a revised contract value of \$3,461,733.

The following summarizes the budget resulting from this amendment. The net increase or reduction by task is shown followed by explanatory details.

### 1.0 Project Management +\$49k

- Added budget for additional 6 months for coordination meetings with the Port, monthly reports, coordination with the team, and responses to Port requests for information.

### 5.0 Environment +\$17k

- 5.6 Cultural -\$18k
  - Closed tasks, which had unused budget (-\$18k)
- 5.11 Mitigation Plan +\$35k
  - Adds budget for WSP to support Port and ODOT with the treaty fishing agreements as well as continuing bi-monthly cultural resources meetings to complete the Section 106 Memorandum of Agreement (+\$27k)
  - Includes Willamette's transfer from unused 5.6 for any final edits to the archaeological monitoring plan during final reviews (+\$3k)
  - Adds budget for AECOM to complete the Section 106 MOA and associated agency coordination through final reviews and signatures (+\$5k)

### 6.0 Engineering +\$2k

- Closed out Engineering Coordination, Geotechnical and Project Cost Estimate (PCE) Revision tasks, which involved reallocations to match actual costs to budgets (+\$2k)

### 9.0 Contingency -\$27k

- Closed contingency for additional grant support (-\$27k)

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**PORT OF HOOD RIVER  
PROFESSIONAL SERVICES CONTRACT  
AMENDMENT No. 9**

This Amendment No. 09 (the “**Amendment**”) to the Port of Hood River Professional Services Contract, No. 2018-01, dated July 16, 2018, (the “**Agreement**”) is entered into between the Port of Hood River and WSP USA, Inc. (collectively, the “**Parties**”).

**RECITALS**

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

**WHEREAS**, based upon the needs of the project, this amendment allows for changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), and Rate Schedule (Exhibit F) including an increase in the consultant compensation; and,

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

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

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

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

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

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

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

**1 - AMENDMENT NO. 09, PORT OF HOOD RIVER PROFESSIONAL SERVICES CONTRACT NO. 2018-01**





Hood River Bridge Replacement Project  
Environmental Studies, Design and Permitting Support

Final Statement of Work

July 16, 2018

Updated September 24, 2019

Updated July 24, 2020

Updated February 5, 2021

Updated January 24, 2022

Updated August 31, 2022



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## INTRODUCTION

The Port of Hood River (Port) is entering into a Professional Services Contract with WSP USA (Consultant) to deliver environmental studies, design and permit assistance for the Hood River Bridge Replacement Project (Project).

## GENERAL ASSUMPTIONS

The following are general assumptions for this statement of work and associated budget. Changes to these assumptions may require changes in the statement of work, schedule, and/or budget:

- a. The duration to accomplish services included in this Statement of Work is expected to occur between approximately July 25, 2018 and March 31, 2023 (56 months) and is subject to change given the contingencies and assumptions in the Statement of Work. Material extension (longer than approximately 15 days) of this schedule may require additional project budget.
- b. Any construction cost estimate prepared as part of this Statement of Work will be commensurate with the level of engineering (10 percent design or less) and be conceptual in nature, based on design assumptions and bid history.
- c. Geotechnical information is based on data gathered in an amount which is less than that required for final design.
- d. This Statement of Work assumes that all deliverables, unless otherwise stated, will be limited to one draft version and one final version. The draft version will be reviewed concurrently by the Port and ODOT, and the final version will be prepared with edits and comments from the Port incorporated to the extent both the Port and Consultant agree. The Port may include other consultants in its review and provide compiled comments for the Consultant to address.
- e. Consultant will provide all deliverables in electronic format unless otherwise specified in the Statement of Work.
- f. Consultant attendance at meetings will include travel time and travel expenses. When possible, trips will be combined with other Project activities to serve multiple purposes in single trips.
- g. Requests to perform services outside the Statement of Work will be documented and authorized in writing (email is acceptable) by the Port, including an agreed upon budget for those services by both the Port and Consultant, prior to the Consultant initiating any out-of-scope services.
- h. The study area is generally defined as the existing Hood River Bridge and its connections to the I-84/Exit 64 interchange and SR 14/bridge approach road intersection as well as the three new bridge alignments and approach/connections documented in the Draft EIS. Amended 9/24/2019: Alternative EC-1 will be evaluated in the environmental technical reports but will be eliminated from consideration based on a re-screening of all three build alternatives. The Supplemental Draft EIS will document the elimination of this alternative from consideration, and the environmental impact analysis will be limited to Alternative EC-2, Alternative EC-3, and the No Action Alternative.
- i. The preliminary preferred alternative (in its entirety, including the assumed vertical clearance) identified in the Draft EIS and further studied in the Bridge TS&L will continue to be the preferred alternative in subsequent NEPA documents. No additional alternatives will be analyzed, designed or otherwise developed beyond the three build alternatives evaluated in the Draft EIS.
- j. The NEPA lead agency is FHWA and led by the Oregon Division Office. NEPA and supporting technical analyses and reports will be prepared to comply with ODOT procedures. NEPA documents will be prepared to address and comply with Washington SEPA, as needed. The NEPA classification is an EIS; a Supplemental Draft EIS and Final EIS will be prepared.

Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

## 1. PROJECT MANAGEMENT

### 1.1. Project Management and Coordination

Consultant will coordinate with the Port to provide overall project management of the Project, including oversight and direction of the Consultant team, and coordination with ODOT and FHWA to identify issues and resolutions. This task includes preparation of monthly invoices, progress reports, Commission packets (schedule change report, projected work activities, fully expanded schedule), updating financial systems, maintaining project files/records/emails, development and monthly update of project schedule, development and update of project management and quality assurance plan, development and update of a web-based collaboration site for file sharing, regular phone/email coordination with the Port and its EIS Technical Advisor, and management of subcontracts. Consultant will provide support in the administration of grants at the direction of the Port. This work could include completing forms, providing project information and other similar tasks within the constraints of the task budget.

Consultant will prepare a baseline burn rate projection (tasks by month) to analyze budget compliance and conduct up to two (2) revised burn rate projections. Consultation will develop charts by major tasks to compare planned versus actual budgets; charts will be updated monthly and submitted with invoices.

Updated July 24, 2020: An additional six (6) months of project management and coordination is added to this task.

Updated January 24, 2022: An additional eight (8) months of project management and coordination is added to this task.

Updated August 17, 2022: An additional six (6) months of project management and coordination is added to this task.

Deliverables:

- Monthly progress reports/invoices
- Project schedule and updates
- Monthly commission packets (beginning February 2019)
- Project management and quality assurance plan
- Collaboration website
- Baseline for projected budget burn rate
- Planned versus actual budget charts (for 6 months)

1.2. Client Progress Meetings (Task Completed 12/31/2021)

1.3. Consultant Team Coordination Meetings (Task Completed 12/31/2021)

1.4. Change Control (Task Completed 12/31/2021)

1.5. Risk Management (Task Completed 12/31/2021)

## 2. PUBLIC INVOLVEMENT

### 2.1. Public Involvement Plan and Task Coordination

#### 2.1.1. Public Involvement Plan and Task Coordination

Consultant will develop a public involvement plan to address community interests and meet NEPA requirements for public outreach. The plan will identify public involvement goals, project audiences, and tools used to reach each audience, including, but not limited to:

- Public meeting and online open house events, and briefings with stakeholder and community groups
- Project information shared at local community events
- Use of the Port's Project website

Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

- Targeted outreach efforts to potentially affected minority populations, non-English speaking populations, and low-income populations in compliance with federal procedures on environmental justice

The Draft Public Involvement Plan will be reviewed and approved by the Port with a concurrent review opportunity by the BRAC members. The Consultant will incorporate the Port's comments (and the BRAC's to the extent feasible) and develop a Final Public Involvement Plan.

Consultant will prepare a slide presentation and make a presentation to the Board of Port Commissioners to provide an overview of the Public Involvement Plan.

Assumptions:

- Document to be prepared in MS Word.
- Up to four (4) updates to the Public Involvement Plan will be made throughout the project.

Deliverables:

- Public Involvement Plan
- Overview Slide Presentation of the Public Involvement Plan

#### 2.1.2. Start-up Communications Activities (Task Completed 5/31/2020)

#### 2.2. Stakeholder Interviews (Task Completed 6/30/2019)

#### 2.3. Information Material: Media Releases, Fact Sheets, and Newsletters

Consultant will prepare up to four (4) media releases for Port distribution to media outlets.

Consultant will produce up to four (4) newsletters to distribute to stakeholders at key milestones throughout the Project. Consultant will produce the newsletters to be organized, sized and colored to best transmit information to the public. Newsletters will direct recipients to the website for further Project information and signing up for the mailing list. Newsletters will serve as the project facts sheet, be made available in print and electronically, and will be translated in Spanish.

Assumptions:

- Port to distribute media releases electronically.
- Newsletters will be formatted to be 11x17" and double-sided, folded in full color.
- Newsletters will be translated into Spanish as well as produced in English.
- Newsletters will be distributed by Port and consultant staff at local sites and at community meetings and events. They will align with key project milestones and will be distributed by the Port electronically to the Project mailing list recipients.
- Consultant will print 100 newsletters (x four (4) versions = 400 total copies) in English and 25 copies (x four (4) versions = 100 total copies) in Spanish.

Deliverables:

- Media releases
- Newsletters (English/Spanish – 4 each version, digital and hard copy)

#### 2.4. Social Media and Digital Ads

Consultant will develop a social media strategy for Port implementation. Strategy must at minimum include goals, measurement, key messages, draft posts to include effective hashtags and suggested media with a timeline throughout the NEPA process. Consultant will prepare content to be placed on Port and partner agency social media accounts. Consultant will also prepare a digital advertising strategy and artwork for digital display advertising on Facebook and Twitter. Schedule includes up to four (4) different versions of the ads (two (2) for each Open House), as directed by Port. Consultant will deploy digital ads.

Assumptions:

Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

- The purpose of social media activity is to have an online presence for project activity awareness through Port and partner agency Twitter and Facebook social media accounts.
- Written content will be in MS Word, visual content will be photographs. Port and partner agencies will post content. Sixteen (16) posts will be prepared for each platform.
- Consultant will produce, pay for and deploy digital advertising and include in direct expenses.
- Port and partner agencies to be responsible for monitoring social media accounts and responding to comments, as needed.
- Consultant social media specialist to participate in two (2) teleconference meetings with the Port.

Deliverables:

- Social media strategy/digital ad plans
- Social media content
- Digital ads

## 2.5. Project Website and Online Surveys

Consultant will prepare website content for Port to upload to the existing project site. Content to include key project milestones, public meetings/open houses, informational materials, online surveys and release of NEPA documents. Web content will be translated into Spanish using Google translate function and Spanish language newsletters will be posted. Online surveys will be translated into Spanish. All web updates to be the responsibility of the Port.

Assumptions:

- Port should consider purchasing the domain [www.hoodriverbridge.org](http://www.hoodriverbridge.org) and make that the link to the project-specific section of the Port's website. This will make the informational materials more user-friendly.
- Spanish language website translation will require the Port to add Google translate plug-in to be added to the project web page.
- Up to six (6) website updates will be made throughout the project.
- Online surveys will align with in-person project Open Houses.
- Online comment periods will be two weeks in duration during each NEPA milestone.
- Website content will consist of:
  - Project overview/background
  - Environmental review
  - Purpose and need
  - Alternatives being considered
  - Project library – previous studies and environmental documents
  - Online survey
  - Email list sign-up

Deliverables:

- Project Website consisting of up to eight (8) sections of content and twelve (12) updates.

## 2.6. EIS Working Group

Consultant will prepare meeting agendas, materials and plan for WG meetings, facilitate meetings, and provide a decision log.

Consultant will attend one (1) meeting with Port and Washington local agencies.

Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

#### Assumptions:

- Port will identify and coordinate the membership of the WG.
- Port will be responsible for all facility and food costs at meeting venues and scheduling the meetings.
- Port will prepare meeting summaries.
- The first WG meeting will include a chartering session conducted by two (2) facilitators. A WG charter will be produced as part of the meeting summary.
- The WG will meet in the Bingen, Hood River, and White Salmon area; meetings are assumed to be two (2) hours in duration. Up to three (3) Consultants (PM, PI Lead/Facilitator, and technical lead) will attend each meeting.
- Up to seven (7) WG meetings are assumed.
- Materials to be distributed to the EIS Working Group will be shared in draft review form with the Port at least two weeks prior to the meeting and sent to the EIS Working Group approximately one week prior to the meeting.

#### Deliverables:

- Meeting agendas and materials
- WG charter

### 2.7. Task Reserved

### 2.8. Public Open Houses (Task Completed 12/31/2021)

#### 2.9. Public Comments

The Consultant will create a comment tracking protocol (in Task 2.1) that describes how the Port will accept and respond to comments received, including general comments received outside of the SDEIS public comment period.

The Consultant will monitor comments received from the website, project email address, and online open house. Consultant also will receive comments forwarded from Port staff for inclusion in a comment log. Consultant will document and summarize up to fifty (50) public comments. Comments will be logged in an MS Excel spreadsheet.

#### Assumptions:

- Project comments, responses and activities will be documented and tracked using MS Excel.
- Consultant will document up to fifty (50) comments.

#### Deliverables:

- Comment Log in MS Excel

### 2.10. Community Outreach Events (Task Completed 12/31/2020)

### 2.11. Environmental Justice Outreach (Task Completed 12/31/2021)

### 2.12. Status Reports (Task to be Completed 9/30/2022)

Consultant will prepare up to forty-eight (48) monthly 1-page status reports for inclusion in the Port Commission meeting materials. The status report will document work completed over the past month, upcoming work, and public outreach events. The status report will be formatted with graphics, and text will be kept a summary level discussion.

#### Deliverables

- Monthly status reports

Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

### 3. TASK RESERVED

### 4. TASK RESERVED

## 5. ENVIRONMENTAL

### 5.1. Environmental Study Plan and Coordination (Task Complete 12/31/2021)

### 5.2. Agency Coordination (Task Completed 12/31/2021)

### 5.3. Methodology Memoranda (Task Completed 6/30/2019)

### 5.4. Technical Report Updates (Task Completed 12/31/2020)

### 5.5. ESA Section 7 Compliance

Under Section 7 of the Endangered Species Act (ESA), the Port is required to consult with USFWS and NOAA Fisheries (i.e., the Services) to ensure that the proposed project actions are not likely to jeopardize the continued existence of listed species or result in the “destruction or adverse modification” of critical habitat. The construction of the proposed bridge will require preparation of a biological assessment (BA) that describes the biological resources within the project action area and evaluates the potential effects of the project on ESA-listed species and their habitat. Because FHWA is anticipated to be the lead agency for NEPA documentation, the BA will be prepared using the FHWA National BA Template with guidance from the Biological Assessment Preparation Manual by WSDOT (2015) and the Guidance Manual for Writing Biological Assessment Documents by ODOT (2008).

To prepare the BA, the Consultant will review preliminary project information, including plans, in-water work isolation plans, storm design reports, and stormwater management plans to develop a clear and concise description of the project and establish an “action area” pursuant to Section 7 of the ESA. It is anticipated that the following species will need to be addressed: 13 evolutionary significant units and distinct population segments of listed salmonids and Pacific eulachon. Other terrestrial plant and animal species will be identified and discussed but are not anticipated to be affected by the project. The BA will also evaluate potential effects to essential fish habitat and Pacific salmon, as required under the Magnuson–Stevens Fishery Conservation and Management Act.

The effects analysis will address direct, indirect, interrelated, interdependent, and cumulative effects. It is anticipated that the effects analysis will focus on potential project effects from in-water bridge pier construction, stormwater runoff, and a potential increase in the development of land uses. Because of the nature of the project and the high level of regulatory and public scrutiny that is anticipated, a comprehensive effects analysis will be needed to support an effects determination. The draft BA developed for the project will be sent to the Port and State DOT for review and will be followed by a revised and final BA, which will address all comments received. If the BA identifies water quality impacts to listed species that require mitigation, it is assumed that mitigation will be achieved through additional stormwater management measures beyond those that would otherwise be applied to the project for regulatory compliance. The Consultant will coordinate with the Port to review any additional stormwater management measures necessary to mitigate any identified impacts before reviewing with the consulting agencies.

To facilitate consultation with the services, the Consultant will coordinate with FHWA and the Services to conduct review meetings with the Services throughout the development and review of the BA. These meetings will include a pre-submittal meeting to review the completed BA, and meetings during the review of the BA by the services to discuss specific information and need requests. The Consultant will prepare meeting agenda and summary notes for these meetings. Comments received during the pre-submittal meeting and review on the BA will be tracked using a comment spreadsheet. Consultant will prepare a comment spreadsheet documenting the comment and how it was addressed for distribution to the lead agency and Services.

Updated 3/11/2020 via budget reallocation. Consultant shall:

Prepare an additional draft of the biological assessment (BA) (Draft #2) to address substantial comments and requests from FHWA and NOAA:

- Re-format to match WSDOT template/structure (previously directed to use FHWA template)



Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

- Substantial refinement of design assumptions relating to in-water work, construction staging, temporary structures, foundation design, pile driving and hydroacoustic impacts, habitat impacts, and stormwater.
- Substantial update to technical analysis of impacts to more closely aligns with the approach used for the I-5/Columbia River Crossing BA and Biological Opinion
- Updated assumptions regarding in-water work timing, to be negotiated with NOAA, ODFW, and WDFW for purposes of consultation
- Additional detail on species presence, run timing, and exposure/response
- Updated effects determinations
- Updated graphics
- Increased effort to negotiate impact minimization and mitigation measures

Respond to an additional Round of Review Comments:

- Assumes an additional round of review/comment by FHWA/NOAA, not anticipated in the original scope of work

Organize and lead 5 additional technical work sessions with FHWA, NOAA, ODOT, ODFW, and WDFW:

- Reach consensus on technical approach and assumptions and negotiate an in-water work window for purposes of the consultation.

Additional coordination with FHWA, ODOT, NOAA, and USFWS during consultation:

- Anticipates the need for a level of coordination above what was anticipated in the original scope.

Assumptions:

- Up to five (5) meetings with the Services will be held in Portland or Hood River and will be attended by up to 3 members of the Consultant team.
- The Consultant will prepare the BA using the FHWA National BA Template with guidance from the WSDOT and ODOT manuals for writing BAs: where there may be inconsistencies, the BA will default to the National BA Template
- The BA will be based solely on the preferred design alternative and will not include an analysis of the additional alternatives reviewed as part of the NEPA document; the BA will be completed once the preferred design alternative is selected
- The review by the lead agency and/or Services will be limited to one review cycle during the pre-submittal meeting; comments from the agencies will be minor edits that do not require additional technical analysis
- An ESA Stormwater Design Checklist or similar documentation will be prepared in Task 6.5 S and included as an appendix to the BA
- The BA will include up to eight graphics
- Formal species surveys are not necessary and will not be conducted.

Deliverables:

- Comment Spreadsheet
- Draft, Draft #2, Revised Draft and Final BA
- Meeting Agendas and Summary Notes

**5.6. Cultural / NHPA Section 106 Compliance (Task to be Completed by 9/30/2022)**

**5.7. Section 4(f) and Section 6(f) (Task Completed 12/31/2021)**

**5.8. Draft EIS Re-Evaluation (Task Completed 6/30/2019)**

Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

## 5.9. Supplemental Draft EIS (Task Completed 12/31/2020)

### 5.10. Responses to Comments on the 2003 Draft EIS and Supplemental DEIS

Consultant will prepare a Draft, Revised Draft and Final Record of Comment Responses that identifies and responds to individual, substantive topics submitted on both the 2003 Draft EIS and Supplemental DEIS. Consultant will compile and organize comments by author and provide a point-by-point response to each comment submittal (letter/email/comment form/oral testimony). Consultant will respond to all comments that pertain to environmental technical analysis, the public involvement process and the NEPA process.

Consultant will prepare the Draft Record of Responses for Port and State DOT review. Upon receipt of comments, Consultant will prepare a Revised Draft Record of Responses for FHWA technical and legal review. Upon receipt of FHWA comments, Consultant will prepare a Final Record of Responses.

#### Assumptions:

- For the SDEIS, Consultant will prepare responses for up to 12 comment submittals
- For the FEIS, Consultant will document and prepare responses for up to 157 comment submittals with, on average, up to three individual, substantive topics per comment submittal, for a total of 465 topics
- One comment submittal is an email, letter, comment form, or oral testimony record
- Up to 30 substantive review comments from Port, State DOT, and FHWA reviewers will be received on each Draft and Revised Draft of the SDEIS and FEIS Record of Responses

#### Deliverables:

- Draft, Revised Draft, and Final Record of Comment Responses for the SDEIS
- Draft, Revised Draft, and Final Record of Comment Responses for the FEIS

### 5.11. Mitigation Commitment List for Final EIS

#### 5.11.1. Mitigation Commitment List

Consultant will compile all mitigation measures and commitments in Chapters 3-4 of the Final EIS and create a separate appendix for the Final EIS.

#### 5.11.2. Section 106 Memorandum of Agreement (MOA) and Mitigation Plan

Consultant will prepare a MOA in compliance with Section 106 of the NHPA. Consultant will prepare a Section 106 mitigation plan to resolve adverse effects on National Register of Historic Places listed or eligible properties. A draft, revised, and final mitigation plan will be prepared for ODOT, WSDOT, Oregon SHPO, Washington DAHP, FHWA and consulting parties review as needed. One historic property (the existing Hood River Bridge) is expected to be included in the mitigation plan.

Updated 8/17/2022: Twelve (12) one-hour bi-monthly meetings for Consultant coordination with the Port, ODOT and FHWA is added; up to four (4) Consultant staff to attend.

- MOA Development: Consistent with the requirements of ACHP, ODOT, WSDOT as well as Washington and Oregon SHPO's applicable guidelines regarding the development of Project Memoranda of Agreement, Consultant Architectural Historian will complete a MOA that includes drafting and integrating comments from the consulting parties. The Consultant Architectural Historian would be directed to prepare the text of the agreement, track and address comments from consulting parties, support Port of Hood River/ODOT during consulting party meetings (not to exceed seven group meetings and three client/agency meetings). The Consultant Archaeologist will participate in consulting parties' meetings and address questions regarding the archaeological resources, analysis methods, and findings. The estimate also assumes three drafts of the MOA. ODOT/Port of Hood River shall coordinate communications to the consulting parties, review drafts prepared by the Consultant, and approve for signature the MOA document. The Consultant shall prepare meeting summaries after each client/agency/consulting party meeting and shall prepare

Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

meeting agendas for client review. Estimate does not include costs related to in person meetings such as travel costs, lodging, or per diem and does not include individual tribal consultation meetings.

- Mitigation Plan: The Mitigation Plan shall include a list of options and associated cost estimates, in consultation with the Port of Hood River and ODOT and WSDOT, that would be developed for the purposes of MOA consultation by the Consultant Architectural Historian. This list of mitigation options would be influenced by cost and feasibility and the degree of the project's potential for an adverse effect to the Hood River Bridge, while also being influenced by community-oriented mitigation measures recently emphasized by the Oregon and Washington SHPOs. The estimate assumes two drafts of the Mitigation Plan will be prepared for client/agency review.

### 5.11.3. Archaeological Monitoring Plan

The Consultant Archaeologist shall prepare an Archaeological Monitoring Plan, which will be appended to the MOA. Consultant Archaeologist shall address construction monitoring, including no work zones, inadvertent discoveries, and monitoring ground-disturbing construction activities.

This plan will address:

- Monitoring methods and response to inadvertent finds along SR-14 adjacent to known archaeological sites.
- Mapping no work zones and providing protocols for ensuring no work occurs in these areas.
- Methods to be used for deep excavations on the Oregon side of the project where extensive fill caps the native soils.
- Geotechnical sampling throughout the project area.
- Staging and disposal areas.
- Archaeological collection and curation.

### 5.11.4. Support for Port's Treaty Fishing Compensatory Agreements

The Consultant shall support the Port's, ODOT's and FHWA's effort to develop and execute four treaty fishing compensatory agreements with the respective four Columbia River treaty tribes. Support work may include, but is not limited to, drafting agreement language, summarizing data and analysis included in the Supplemental Draft EIS, preparing map exhibits, providing summaries of past meetings with the tribes, completing research on similar agreements or fishing activities (e.g., species, catch quantities, habitat, ceremonial practices, subsistence practices). Consultant services for these agreements shall not exceed 160 hours.

Assumptions:

- The Mitigation Commitment List would be included as an appendix in the combined Final EIS and Record of Decision (Tasks 5.12 and Task 13).
- The Section 106 Mitigation Plan will provide mitigation to resolve adverse effects on one historic property, which is the Hood River Bridge.

Deliverables:

- Mitigation Commitment List
- Draft, Revised Draft and Final Section 106 Mitigation Plan and MOA
- Archaeological Monitoring Plan

### 5.12. Final EIS

Consultant will prepare a Final EIS in response to comments on the Draft EIS and SDEIS. Consultant will maximize the use of existing documentation prepared for the Draft EIS and SDEIS, and either adopt or incorporate that data by reference to the extent possible. The Final EIS will follow FHWA's abbreviated format. Consultant will perform the following to prepare the Final EIS:

Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

Administrative Draft #1a and #1b FEIS for the Port and ODOT Technical Review (Task Completed 12/31/2021)

Administrative Draft #2 FEIS for FHWA Division Office and Cooperating Agencies Review (Task Completed 3/31/2022)

Administrative Draft #3 FEIS for FHWA Legal Sufficiency Review

- Review comments provided by FHWA Division Office and up to five (5) cooperating agencies review of the Administrative Draft #2 FEIS
- Participate in up to one comment resolution meeting with the Port, ODOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the FEIS to address FHWA Division Office and cooperating agencies review comments and prepare the Administrative Draft #3 FEIS
- Provide responses to all review comments

Signature-Ready FEIS for the Port, ODOT, and FHWA Signature and Public Distribution

- Review comments provided by FHWA legal sufficiency review on the Administrative Draft #3 FEIS
- Participate in one comment resolution meeting with the Port, State DOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the FEIS to address FHWA legal sufficiency review comments and prepare the Signature-ready FEIS
- Provide responses to all review comments
- After signatures are obtained, incorporate signature page to produce Final FEIS for public distribution

Consultant will prepare a Draft and Final Notice of Availability for the FEIS.

Assumptions:

- The preferred alternative identified for analysis in the Final EIS will be the same as the preliminary preferred alternative identified in the 2003 Draft EIS and SDEIS; no new or modified alternatives will be analyzed in the Final EIS
- The Final EIS will be prepared as errata sheet (abbreviated format)
- The Final EIS will follow the same organization as the SDEIS; no outline will be prepared
- Development of the Final EIS will not entail new operational and/or environmental impact analyses, or the consideration of new alternatives beyond the analysis contained in the SDEIS
- No substantive public comments requiring re-examination of the document and related project files will be received
- A combined FEIS and ROD will be used for the Project; a combined FEIS/ROD would still necessitate the tasks outlined in Tasks 5.12 and 5.13.
- The public mailing list will be maintained in Task 2, Public Involvement
- The first Port and ODOT review of the Administrative Draft FEIS will result in up to 10 substantive comments to be addressed; no new substantive comments will be received from the Port and State DOT during subsequent reviews
- The first FHWA and cooperating agency review of the Administrative Draft FEIS will result in up to 15 substantive comments to be addressed; no new substantive comments will be received from FHWA during subsequent reviews
- No further comments will be received on the Signature-ready FEIS.
- Up to two Consultant staff will attend up to three comment resolution meetings lasting up to two hours each via teleconference
- The Port and/or ODOT will coordinate obtaining signatures on the Signature-ready FEIS and no Consultant staff will be required to participate or prepare for briefing meetings
- Consultant will produce electronic (PDF) copies of the FEIS for all reviews
- The Port and/or State DOT will distribute the FEIS to agencies and the public

Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

- The Port will pay any fees related to publishing the NOA in local newspapers
- The Signature-ready FEIS and all other versions of the FEIS and other documents will be prepared in Microsoft Word so that reviewers may provide comments in track changes

Deliverables:

- Administrative Drafts (#1a, #1b, #2, and #3) FEIS, Signature-Ready FEIS and Final FEIS
- Notice of Availability

### 5.13. Record of Decision, Notice of Availability, and Statute of Limitations (Task being completed under Task 5.12, 12/31/2021)

#### 5.14. Administrative Record

Consultant will assemble an Administrative Record that documents the process and materials leading to a NEPA decision. It will include an index and may contain materials such as maps, calculations, meeting notes, documentation of project decisions, public comments, public notice affidavits, final reports, the Draft EIS Re-evaluations, Supplemental Draft EIS, Final EIS, and ROD.

Assumptions:

- The administrative record is not intended to be an exhaustive catalog of all project documents; it will not include items that support Project decisions
- All documents will be in electronic format; no hard copy documents will be included

Deliverables:

- Administrative Record Index and Documents (on electronic media)

## 6. ENGINEERING

### 6.1. Engineering Coordination (Task Completed 12/31/2021)

### 6.2. Land Survey (Task Completed 6/30/2019)

### 6.3. Geotechnical (Task Canceled as of 9/30/2022)

### 6.4. Hydraulics (Task Completed 5/31/2020)

### 6.5. Civil

#### 6.5.1. Roadway Geometry

Refine the roadway geometry in the Bridge TSL Study (Alternative EC-2) and develop a design to determine limits of potential impact. Similar geometry will be established for Alternatives EC-1 and EC-3. Develop estimate construction limits for all three build alternatives using roadway geometry, supplied mapping, and the proposed typical section.

Determine geometric connections at adjacent intersections including SR14, Marina Way, and I-84. Identify potential impacts to property access. Document geometric design (horizontal and vertical alignment for compliance with AASHTO, FHWA, project requirements and permitting requirements identified by permitting agencies.

Validate ADA compliance for access to and from the bridge. Develop conceptual bike and pedestrian connections.

- Establish bike/ped facility design criteria for the tie-in connections (gathered from Federal, State, Local design guidance)
- Evaluate geometric feasibility of facility tie-ins at each end of project
  - North: Evaluate tie in to SR 14 or other designated destination (no bike/ped facilities exist currently on the North side)

Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

- South: Evaluate tie to existing trail system at bridge terminus.

#### Assumptions:

- Alignment EC-2 is the primary focus for roadway geometric alignment and profile grade effort, as established in the Bridge TSL Study. A minor level of effort is expected for similar elements of alignments EC-1 and EC-3
- Bicycle and pedestrian facility location, type, size, and compliance with federal guidelines, as established in the Bridge TSL Study, are valid.
- Concept design for bicycle and pedestrian facility connections to existing systems, are not part of this scope of work

#### Deliverables:

- Roadway design exhibits showing proposed design and potential limits of construction to support the NEPA process

6.5.2. Traffic Control (Task Completed 12/31/2020)  
 6.5.3. Task Reserved  
 6.5.4. Storm Water (Task Completed 12/31/2021)  
 6.6. Bridge (Task Completed 12/31/2020)  
 6.7. Wind Analysis – Reserved  
 6.8. Architecture and Simulations (Task Completed 12/31/2020)  
 6.9. Cost Estimating (Task Completed 12/31/2021)  
 6.10. Project Cost Estimate (PCE) Revision (Task Completed 9/30/2022)

## 7. TRANSPORTATION (TASK COMPLETED 5/31/2020)

### 8. PERMIT ASSISTANCE

#### 8.1. Permit Plan and Coordination

This task will result in the development of a permit plan addressing the land use, environmental and construction permits that may be necessary to construct the project. The permit plan will identify the party responsible for obtaining the permits, regulatory and permit review authority, permit submittal requirements, permit development and preliminary processing timelines. The plan is intended to function as a as a guide for maintaining consistency with adopted regulatory requirements and for obtaining permits in a future phase. Specifically, the plan will include the following information for each permit identified:

- Permit title
- Responsible agency, staff contacts, and contact information
- Review purpose
- Codes, standards, or regulations that apply, including statutory authority
- Application requirements, including technical studies, plans, and required level of design
- Potential mitigation requirements
- Approval body and level of discretion
- Schedule, including any statutory requirements such as public noticing and public hearing
- Period of validity and extension provisions
- Appeal provisions, including timing and appeal body
- Approximate costs (agency fees and cost to obtain)

Gray shaded tasks are complete and have been collapsed. See prior amendments for detail on completed tasks.

The permit plan will consist of a summary of permitting requirements and include a matrix of the required authorizations. In addition to the information listed above, the permit plan will summarize the specific regulatory requirements that have the potential to affect the design of the bridge and/or affect the method of construction. The plan will also address information that will help to determine whether the project owner of the contractor is responsible for obtaining the permit. The required information identified by the lead federal agency will be evaluated by the Consultant team in the context of the need for technical information to support the NEPA process in order to identify efficiencies and avoid duplication.

The Consultant will develop an initial draft of the permit plan for review by the Port prior to meeting with regulatory agencies. Once an initial draft has been approved by the Port, Consultant team representatives will meet with the identified agency staff to inform them about the project, confirm key information, and identify agency concerns that should be addressed in project planning and/or the NEPA and permit documents. The Consultant will maintain notes for each agency meeting (up to 13 meetings) and update the permit plan with any forthcoming information. Following the Draft Supplemental EIS comment period, the Consultant shall review and update the plan to incorporate agency input relevant to the permitting of the project, including addressing USACE restrictive easement permitting and timing. To assist with agency discussions, the Consultant will develop a detailed project description and conceptual drawings.

#### Assumptions

- No permit application materials will be developed during this task.
- Consultant team representatives will meet with each agency. This task assumes that 5 meetings will be conducted at each agency's office with the remaining 8 being conducted by phone.
- Port/Consultant team review of the draft documents will be limited to one review cycle.

#### Deliverables

- Permit plan
- Meeting agendas and meeting notes

8.2. In-water Permits for Geotechnical Investigations (Task Completed 12/31/2021)

8.3. US Coast Guard Permit Navigation Survey and Project Initiation Request (Task Completed 5/31/2020)

8.4. Columbia River Gorge National Scenic Area (NSA) Permit (Task Completed 5/31/2020)

8.5. U.S. Army Corp of Engineers Permits (Task Completed 12/31/2020)

8.6. Washington State Permits – Reserved

8.7. Oregon State Permits – Reserved

8.8. Washington Local Agency Permits (City of White Salmon) – Reserved

8.9. Oregon Local Agency Permits – Reserved

## 9. CONTRACT CONTINGENCY

9.1. 2019 Contingency

9.2. Reallocation – March 11, 2020

9.3. Reallocation – June 9, 2020

9.4. 2020 Contingency Release

9.5. Reallocation – November 13, 2020

9.6. 2021 Contingency Release

9.7. 2022 Contingency (Task to be Closed 9/30/2022)

## 10. GEOTECHNICAL INVESTIGATIONS – OPTIONAL (TASK CANCELED)

**Exhibit B: Amendment 9**

		(a)	(b)	(c)	(d)	(e)	(f)
		Budget Amendment 8	Spent thru 07/31/2022	Budget Remaining	Cost for Additional or Reduced Work*	Revised Budget (Amendment 9)	Reallocation
				(a-b)		(a+d)	(e-a)
<b>0</b>	<b>Direct Expenses</b>	<b>\$41,088.97</b>	<b>\$40,368.44</b>	<b>\$720.53</b>	<b>\$0.00</b>	<b>\$41,088.97</b>	<b>\$0.00</b>
<b>1</b>	<b>PROJECT MANAGEMENT</b>	<b>\$560,937.87</b>	<b>\$521,222.61</b>	<b>\$39,715.26</b>	<b>\$49,083.00</b>	<b>\$610,020.87</b>	<b>\$49,083.00</b>
1.1	Project Management and Coordination	\$479,845.80	\$440,005.61	\$39,840.19	\$49,083.00	\$528,928.80	\$49,083.00
1.2	Client Progress Meetings	\$50,351.21	\$50,476.22	(\$125.01)	\$0.00	\$50,351.21	\$0.00
1.3	Consultant Team Coordination Meetings	\$17,577.05	\$17,576.80	\$0.25	\$0.00	\$17,577.05	\$0.00
1.4	Change Control	\$12,138.68	\$12,138.87	(\$0.19)	\$0.00	\$12,138.68	\$0.00
1.5	Risk Management	\$1,025.13	\$1,025.11	\$0.02	\$0.00	\$1,025.13	\$0.00
<b>2</b>	<b>Public involvement</b>	<b>\$232,886.87</b>	<b>\$214,914.43</b>	<b>\$17,972.44</b>	<b>\$0.00</b>	<b>\$232,886.87</b>	<b>\$0.00</b>
2.1	Public Involvement Plan and Task Coordination	\$39,798.97	\$32,879.73	\$6,919.24	\$0.00	\$39,798.97	\$0.00
2.2	Stakeholder Interviews	\$18,619.47	\$18,619.47	\$0.00	\$0.00	\$18,619.47	\$0.00
2.3	Media Releases, Fact Sheets, and eNewsletters	\$16,168.57	\$13,473.47	\$2,695.10	\$0.00	\$16,168.57	\$0.00
2.4	Social Media, Digital Ads and Videos	\$5,049.22	\$3,039.29	\$2,009.93	\$0.00	\$5,049.22	\$0.00
2.5	Project Website Support	\$14,862.88	\$11,950.42	\$2,912.46	\$0.00	\$14,862.88	\$0.00
2.6	Bridge Replacement Advisory Committee	\$37,158.02	\$35,268.01	\$1,890.01	\$0.00	\$37,158.02	\$0.00
2.7	Stakeholder Working Groups	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.8	Public Open Houses	\$47,892.44	\$47,892.25	\$0.19	\$0.00	\$47,892.44	\$0.00
2.9	Public Comments	\$2,840.58	\$2,461.44	\$379.14	\$0.00	\$2,840.58	\$0.00
2.10	Community Outreach Events	\$18,651.79	\$18,651.79	\$0.00	\$0.00	\$18,651.79	\$0.00
2.11	Environmental Justice	\$20,618.74	\$20,619.01	(\$0.27)	\$0.00	\$20,618.74	\$0.00
2.12	Status Reports	\$11,226.19	\$10,059.55	\$1,166.64	\$0.00	\$11,226.19	\$0.00
<b>3</b>	<b>Project Delivery Coordination</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4</b>	<b>Tolling/Revenue Coordination</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5</b>	<b>Environmental</b>	<b>\$1,765,055.93</b>	<b>\$1,683,480.31</b>	<b>\$81,575.62</b>	<b>\$16,989.00</b>	<b>\$1,782,044.93</b>	<b>\$16,989.00</b>
5.1	Environmental Study Plan and Coordination	\$71,921.97	\$71,921.72	\$0.25	\$0.00	\$71,921.97	\$0.00
5.2	Agency Coordination	\$118,253.24	\$118,253.71	(\$0.47)	\$0.00	\$118,253.24	\$0.00
5.3	Methodology Memoranda	\$27,931.63	\$27,931.63	\$0.00	\$0.00	\$27,931.63	\$0.00
<b>5.4</b>	<b>Technical Report, Technical Memorandum, and Study Updates</b>	<b>\$389,476.14</b>	<b>\$389,476.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$389,476.14</b>	<b>\$0.00</b>
5.5	ESA Section 7 Compliance	\$114,492.05	\$112,878.52	\$1,613.53	\$0.00	\$114,492.05	\$0.00
5.6	Cultural / NHPA Section 106 Compliance	\$437,478.89	\$418,246.62	\$19,232.27	(\$18,196.00)	\$419,282.89	(\$18,196.00)
5.7	Section 4(f)/Section 6(f)	\$45,210.80	\$44,896.41	\$314.39	\$0.00	\$45,210.80	\$0.00
5.8	Draft EIS Re-Evaluation	\$38,095.30	\$38,095.30	\$0.00	\$0.00	\$38,095.30	\$0.00



**Exhibit B: Amendment 9**

		(a)	(b)	(c)	(d)	(e)	(f)
		Budget Amendment 8	Spent thru 07/31/2022	Budget Remaining	Cost for Additional or Reduced Work*	Revised Budget (Amendment 9)	Reallocation
				(a-b)		(a+d)	(e-a)
5.9	Supplemental Draft EIS	\$245,484.70	\$245,484.70	(\$0.00)	\$0.00	\$245,484.70	\$0.00
5.10	Responses to Comments on the 2003 Draft EIS and Supplemental DEIS	\$68,286.39	\$61,474.16	\$6,812.23	\$0.00	\$68,286.39	\$0.00
5.11	Mitigation Plan	\$90,272.82	\$62,308.30	\$27,964.52	\$35,185.00	\$125,457.82	\$35,185.00
5.12	Final EIS	\$111,836.00	\$88,186.69	\$23,649.31	\$0.00	\$111,836.00	\$0.00
5.13	Record of Decision, Notice of Availability, and Statute of Limitations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.14	Administrative Record	\$6,316.00	\$4,326.41	\$1,989.59	\$0.00	\$6,316.00	\$0.00
<b>6</b>	<b>Engineering</b>	<b>\$510,476.31</b>	<b>\$511,776.28</b>	<b>(\$1,299.97)</b>	<b>\$1,755.00</b>	<b>\$512,231.31</b>	<b>\$1,755.00</b>
6.1	Engineering Coordination	\$111,533.86	\$111,419.82	\$114.04	(\$114.00)	\$111,419.86	(\$114.00)
6.2	Land Survey	\$14,012.50	\$14,012.50	\$0.00	\$0.00	\$14,012.50	\$0.00
6.3	Geotechnical	\$16,325.96	\$17,707.65	(\$1,381.69)	\$1,382.00	\$17,707.96	\$1,382.00
6.4	Hydraulics	\$25,495.26	\$25,495.26	\$0.00	\$0.00	\$25,495.26	\$0.00
<b>6.5</b>	<b>Civil</b>	<b>\$128,065.62</b>	<b>\$127,611.04</b>	<b>\$454.58</b>	<b>\$0.00</b>	<b>\$128,065.62</b>	<b>\$0.00</b>
6.6	Bridge	\$73,563.33	\$73,563.33	\$0.00	\$0.00	\$73,563.33	\$0.00
6.7	Wind Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.8	Architecture and Simulations	\$55,641.10	\$55,641.10	\$0.00	\$0.00	\$55,641.10	\$0.00
6.9	Cost Estimating	\$892.68	\$892.90	(\$0.22)	\$0.00	\$892.68	\$0.00
<b>6.10</b>	<b>Project Cost Estimate Revision</b>	<b>\$84,946.00</b>	<b>\$85,432.68</b>	<b>(\$486.68)</b>	<b>\$487.00</b>	<b>\$85,433.00</b>	<b>\$487.00</b>
<b>7</b>	<b>Transportation</b>	<b>\$129,168.35</b>	<b>\$129,168.35</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$129,168.35</b>	<b>\$0.00</b>
<b>8</b>	<b>Permit Assistance</b>	<b>\$154,291.70</b>	<b>\$152,262.44</b>	<b>\$2,029.26</b>	<b>\$0.00</b>	<b>\$154,291.70</b>	<b>\$0.00</b>
8.1	Permit Plan and Coordination	\$30,608.70	\$28,579.71	\$2,028.99	\$0.00	\$30,608.70	\$0.00
8.2	In-water Permits for Geotechnical Investigations	\$22,703.38	\$22,703.34	\$0.04	\$0.00	\$22,703.38	\$0.00
8.3	US Coast Guard Permit	\$72,665.38	\$72,665.38	\$0.00	\$0.00	\$72,665.38	\$0.00
8.4	Columbia River Gorge National Scenic Area (NSA) Permit	\$20,357.53	\$20,357.53	\$0.00	\$0.00	\$20,357.53	\$0.00
8.5	U.S. Army Corp of Engineers Permits	\$7,956.71	\$7,956.48	\$0.23	\$0.00	\$7,956.71	\$0.00
<b>8.6</b>	<b>Washington State Permits – Reserved</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>8.7</b>	<b>Oregon State Permits – Reserved</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
8.8	Washington Local Agency Permits (City of White Salmon)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.9	Oregon Local Agency Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>9</b>	<b>Contract Contingency</b>	<b>\$27,314.00</b>	<b>\$0.00</b>	<b>\$27,314.00</b>	<b>(\$27,313.00)</b>	<b>\$1.00</b>	<b>(\$27,313.00)</b>
9.1	2019 Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Exhibit B: Amendment 9**

		(a)	(b)	(c)	(d)	(e)	(f)
		Budget Amendment 8	Spent thru 07/31/2022	Budget Remaining	Cost for Additional or Reduced Work*	Revised Budget (Amendment 9)	Reallocation
				(a-b)		(a+d)	(e-a)
9.2	2020-03-11 Contingency Release (Tasks 5.5, 5.6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.3	2020-06-09 Contingency Release (Task 5.6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.4	2020 CTC Contingency Release	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.5	2021 CTC Contingency Release	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.6	2022 Contingency	\$27,314.00	\$0.00	\$27,314.00	(\$27,313.00)	\$1.00	(\$27,313.00)
9.6.0	RAISE Application	\$4,467.00	\$0.00	\$4,467.00	(\$4,466.00)	\$1.00	(\$4,466.00)
9.6.1	BCA for RAISE Grant	\$22,847.00	\$0.00	\$22,847.00	(\$22,847.00)	\$0.00	(\$22,847.00)
<b>Task Totals - 1-9</b>		<b>\$3,421,220.00</b>	<b>\$3,253,192.86</b>	<b>\$168,027.14</b>	<b>\$40,514.00</b>	<b>\$3,461,734.00</b>	<b>\$40,514.00</b>
<b>10</b>	<b>Geotechnical Borings</b>	<b>\$728,832.00</b>	<b>\$0.00</b>	<b>\$728,832.00</b>	<b>(\$728,832.00)</b>	<b>\$0.00</b>	<b>(\$728,832.00)</b>
<b>Task Totals - 1-10</b>		<b>\$4,150,052.00</b>	<b>\$3,253,192.86</b>	<b>\$896,859.14</b>	<b>(\$688,318.00)</b>	<b>\$3,461,734.00</b>	<b>(\$688,318.00)</b>

Exhibit B: Amendment 9

**Hood River Bridge Replacement Project**

		WSP USA Inc.		AECOM		Aqua Terra Cultural Resource Consultants, LLC		Willamette Cultural Resources		All Firms	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
0	Direct Expenses	0	\$0.00	0	\$0.00	0	0	0	\$0.00	0	\$0.00
1	<b>PROJECT MANAGEMENT</b>	192	\$49,083.00	0	\$0.00	0	\$0	0	\$0.00	192	\$49,083.00
1.1	Project Management and Coordination	192	\$49,083.00	0	\$0.00	0	\$0	0	\$0.00	192	\$49,083.00
2	Public involvement	0	\$0.00	0	\$0.00	0	\$0	0	\$0.00	0	\$0.00
3	Project Delivery Coordination	0	\$0.00	0	\$0.00	0	\$0	0	\$0.00	0	\$0.00
4	Tolling/Revenue Coordination	0	\$0.00	0	\$0.00	0	\$0	0	\$0.00	0	\$0.00
5	Environmental	170	\$34,067.00	40	\$4,973.00	0	-\$5,000	-129	(\$17,051.00)	81	\$16,989.00
5.6	Cultural / NHPA Section 106 Compliance	42	\$6,801.00	0	\$0.00	0	-\$5,000	-151	(\$19,997.00)	-109	(\$18,196.00)
5.11	Mitigation Plan	128	\$27,266.00	40	\$4,973.00	0	\$0	22	\$2,946.00	190	\$35,185.00
6	<b>Engineering</b>	9.78	\$1,755.00	0	\$0.00	0	\$0	0	\$0.00	9.78	\$1,755.00
6.1	Engineering Coordination	-0.44	(\$114.00)	0	\$0.00	0	\$0	0	\$0.00	-0.44	(\$114.00)
6.3	Geotechnical	8.35	\$1,382.00	0	\$0.00	0	\$0	0	\$0.00	8.35	\$1,382.00
6.10	Project Cost Estimate Revision	1.87	\$487.00	0	\$0.00	0	\$0	0	\$0.00	1.87	\$487.00
7	Transportation	0	\$0.00	0	\$0.00	0	\$0	0	\$0.00	0	\$0.00
8	Permit Assistance	0	\$0.00	0	\$0.00	0	\$0	0	\$0.00	0	\$0.00
9	<b>Contract Contingency</b>	-101.84	(\$27,313.00)	0	\$0.00	0	\$0	0	\$0.00	-101.84	(\$27,313.00)
9.6	2022 Contingency	-101.84	(\$27,313.00)	0	\$0.00	0	\$0	0	\$0.00	-101.84	(\$27,313.00)
9.6.0	RAISE Application	-16.65	(\$4,466.00)	0	\$0.00	0	\$0	0	\$0.00	-16.65	(\$4,466.00)
9.6.1	BCA for RAISE Grant	-85.19	(\$22,847.00)	0	\$0.00	0	\$0	0	\$0.00	-85.19	(\$22,847.00)
<b>Task Totals - 1-9</b>		269.94	\$57,592.00	40	\$4,973.00	0	-\$5,000	-129	(\$17,051.00)	180.94	\$40,514.00
10	<b>Geotechnical Borings</b>	-1314	(\$728,832.00)	0	\$0.00	0	\$0	0	\$0.00	-1314	(\$728,832.00)
<b>Task Totals - 1-10</b>		-1044.06	(\$671,240.00)	40	\$4,973.00	0	-\$5,000	-129	(\$17,051.00)	-1133.06	(\$688,318.00)

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# Commission Memo



Prepared by: Genevieve Scholl  
Date: September 13, 2022  
Re: Port General Counsel

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After forty-three years of service as the Port's General Counsel, Jerry Jaques will retire on December 1, 2022 (please see attached letter). Per the Port's Governance Policy, this retirement requires the Commission to select a new General Counsel. Jaques Sharp as a firm does not intend to pursue the appointment.

The Port should issue a Request for Qualifications for General Counsel Services immediately and begin the selection process to ensure a smooth transition to a new contract. Jaques Sharp has pledged their assistance in the selection process and subsequent transfer of records. Jaques Sharp staff prepared the attached draft RFQ for Commission review.

**RECOMMENDATION:** Authorize Issuance of Request for Qualifications for General Counsel Services.

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# JAQUES SHARP

— ATTORNEYS AT LAW —

B. GIL SHARP, PC \*  
JERRY J. JAQUES, PC\*  
MICHAEL B. FITZSIMONS, PC °  
LESLEY APPLE HASKELL, PC °  
GARRETT R. SHARP, PC °  
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♦Licensed in Washington Only  
\*Of Counsel

September 7, 2022

Port of Hood River  
Attn: Ben Sheppard, Port Commission President  
Genevieve Scholl, Interim Executive Director

SENT VIA EMAIL

Re: Legal Counsel Withdrawal

Dear Ben and Genevieve:

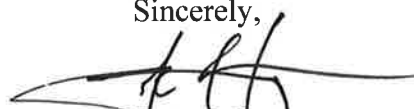
After more than four decades of compelling and gratifying work, I am pleased to announce my retirement from the practice of law at the end of this year. It has been one of the highlights of my legal career to be the General Counsel for the Port of Hood River for the past forty-three years. As a Hood River native son, I have especially enjoyed helping the Port deal with legal issues and the achievement of critical goals. It has been an honor to serve with dedicated Port Commissioners and hard-working Port Staff on projects that benefit our community.

Because of my retirement and pursuant to the Port's Governance Policy, the Commission will need to select a new General Counsel. To assist in that task, Anna Cavaleri and I have prepared a draft Request for Qualifications for General Counsel Services for the Port's review.

Upon careful consideration, Jaques Sharp has decided not to pursue the Port General Counsel appointment after I retire. Jaques Sharp and I will terminate the attorney client relationship with the Port effective December 1, 2022. However, we are committed to assisting the Port with the transition of Port files and projects to a new General Counsel and/or law firm following my and Jaques Sharp's December 1 legal services termination date through year end 2022.

On behalf of myself and Jaques Sharp, we wish the Port every success in its future endeavors.

Sincerely,



Jerry J. Jaques  
JAQUES SHARP

Copy: Anna Cavaleri

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**Request for Qualifications**

for

**General Counsel Services**

**Port of Hood River**

Hood River, Oregon

Issued: **September 16, 2022**

Due Date: **October 25, 2022, 5:00 p.m.**

**Submit Responses to:**

Attn: Genevieve Scholl, Interim Executive Director  
Port of Hood River  
1000 E Port Marina Drive  
Hood River, OR 97031

**1. BACKGROUND & SCOPE OF WORK**

The Port of Hood River (“Port”) is committed to excellence in its general operations including overall administration and management of the financial and legal services it utilizes. In conformance with its Governance Policy, the Port is issuing this Request for Qualifications (“RFQ”) seeking responses from qualified attorneys and/or law firms interested in providing ongoing legal services to the Port starting December 1, 2022, through June 30, 2027, subject to earlier termination by the Port or withdrawal by legal counsel. Legal services would be performed in accordance with the provisions contained in this RFQ.

**1.1. About the Port of Hood River.** The Port was established in 1933 as a result of the Bonneville dam project because of the expressed desire of the Oregon State Legislature and the United States Government to develop industrial lands in the Columbia River Basin. As a special district, a port is a local unit of government, with authority to support economic development, aviation, maritime activities, recreation and the commercial interests of the district. The powers and duties of the Port are circumscribed by federal laws and state laws, primarily detailed in ORS 777. The Port is governed by a five-member board of Commissioners, each Commissioner is elected to serve for a four-year term. The board generally meets two times per month and may hold special meetings. Commissioners set policy and approve the annual budget, contracts, and expenditures. The board selects and oversees the Executive Director who is responsible for the day-to-day and overall management of the Port.

The Port owns and operates the Hood River/White Salmon Interstate Bridge, the Ken Jernstedt Airfield, the Hood River Marina, various recreation sites on the Waterfront and approximately 200,000 square feet of leased light industrial and commercial space. The Port’s fiscal year begins on July 1 and ends on June 30. The Port typically has about 32 employees with an annual payroll of approximately \$1.45 million dollars. The Port is organized into six asset centers: Hood River Interstate Bridge, Leased Properties, Marina, Waterfront Recreation, Airport, and General Government.

The Port retains a General Counsel (“General Counsel” or “GC”) who attends Port Commission meetings, reviews contracts, leases, and real estate transactions. The GC is responsible for providing ongoing legal advice and assistance to the Commission and Executive Director on a range of issues including, but not limited to, public contracting, meeting and records matters, real estate, land use, environmental, employment and governance topics.

The current GC, Jerry J. Jaques, will be retiring from practicing law in 2022. Neither he nor Jaques Sharp will continue to act as GC after November 30, 2022.

The Port is currently involved in a complicated, long-term process to facilitate replacement of the Port’s existing interstate toll bridge with a new bridge. The new bridge planning and construction process will most likely be undertaken, in whole or in part, by a Bi-State Bridge Commission to be formed under 2022 authorizing legislation in Oregon (HB 4089) and Washington (Substitute SB 5558). The current GC has associated William Ohle, of Schwabe Williamson & Wyatt, to provide legal assistance, and Steven M. Siegel is providing consulting services regarding bridge replacement matters. Additionally, Kenneth S. Antell, of Dunn Carney, has been associated by the current GC to provide legal services for a Port long term land lease for a hotel to be constructed and operated on Port property.

**1.2. Scope of Services.** The GC is expected to handle Port legal matters, attend Port Commission meetings and be highly informed and knowledgeable about statutes related to public agencies including: contracting, ethics, meetings, records, environmental and tort liability and defense; real estate transactions, including easements, purchase agreements, disposition & development agreements, building leases, and ground leases; ORS 777, the enabling legislation for ports in Oregon and other statutes related to Port activities; and the Governance policies and operations of the Port. The GC may identify and coordinate with outside legal counsel to provide routine legal services, including attending Port meetings or reviewing Port documents, and on matters that require specialized legal knowledge or expertise, subject to Port approval. The GC, or designee, will frequently provide an initial draft or review draft documents prepared by Port staff. The GC is often required to respond quickly to requests for advice or information from the Commission, Executive Director, or Port staff.

**1.3. Engagement Term.** The Port expects to retain the successful candidate as General Counsel for a four (4) year, seven (7) month period commencing December 1, 2022, and extending through June 30, 2027. Either the Port or GC may terminate the contract term early in their discretion after providing reasonable prior written notice, as determined by the Port.

## **2. RESPONSE PROCESS**

An attorney or a representative of any interested law firm (“Respondent”) may contact any of the following individuals if they wish to ask questions or seek clarification about the specifications, submittal instructions or expectations associated with this RFQ:

Ben Sheppard,  
Port Commission President  
Telephone: (503) 869-5619  
Email: [bsheppard@portofhoodriver.com](mailto:bsheppard@portofhoodriver.com)

Jerry J. Jaques,  
Current Port GC  
Telephone: (541) 386-1311  
Email: [jerry@hoodriverlaw.com](mailto:jerry@hoodriverlaw.com)

Genevieve Scholl,  
Port Interim Executive Director  
Telephone: (541) 386-6145  
Email: [gscholl@portofhoodriver.com](mailto:gscholl@portofhoodriver.com)

Anna C. Cavaleri, Jaques Sharp  
Associated with current Port GC  
Telephone: (541) 386-1311  
Email: [anna@hoodriverlaw.com](mailto:anna@hoodriverlaw.com)

To be eligible for consideration by the Port, Respondents must submit five (5) copies of a written response, delivered to the Port office, in person, by mail or courier service, at 1000 E. Port Marina Drive, Hood River, Oregon, 97031, to be received by the Port no later than **5:00 p.m. PDT on Wednesday, October 25, 2022**. Responses received after this date/time shall be returned, unopened to the Respondent and deemed ineligible.

The Port Executive Director, the Commission President and an attorney at the current GC firm (“Review Committee”) will review the eligible responses for completeness and compliance with the RFQ requirements. They will then evaluate each response based upon the criteria identified in Section 3 below and other factors they deem relevant, in their discretion. If there is a consensus of the Review Committee members to do so, the current Port GC will advise one or more Respondents that they may be selected as GC, and request the Respondent(s) to promptly submit an engagement letter to the Review Committee members to consider.

Each member of the Review Committee will separately make a recommendation to the Port Commission regarding the selection of a GC, which may be one of the following:

- Recommend that an engagement letter for General Counsel Services from a single firm or more than one firm be considered, and if acceptable approve the terms of an engagement letter.
- Recommend that one or more firms be interviewed by the Port Commission.
- Cancel or delay the qualifications solicitation response process.

### **3. EVALUATION PROCESS**

The Review Committee members will independently review each eligible response based upon the Evaluation Criteria stated in Section 3.1 below and any other factors they determine are relevant. The Review Committee will then convene to discuss their evaluations, and each will independently prepare a recommendation for the Port Commission, which may be the same as or different from the recommendation of other Review Committee members. The Review Committee may seek further information from any Respondent or from any other persons during the course of their evaluation.

**3.1. Evaluation Criteria.** Responses will be evaluated using the criteria stated below, or any other factor deemed relevant by a Review Committee member. Respondents meeting the mandatory requirements will have their responses evaluated further. Respondents not meeting the mandatory requirements will be eliminated from the RFQ process.

#### **3.1.1. Mandatory Requirements**

- A.** Confirm that the Respondent is licensed, insured and is presently authorized to practice law in the State of Oregon.
- B.** Confirm that the Respondent has no conflict of interest with regard to any other work performed by Respondent regarding the Port of Hood River, or a description how any such conflict(s) can be resolved.
- C.** Substantially comply with the submittal requirements set forth in this RFQ.

#### **3.1.2. Approach & Qualifications.**

##### **A. Approach.**

**1. Provide a summary of Respondent's approach to this RFQ.** Respondent should demonstrate its understanding of the Port's organization and activities and describe Respondent's general approach to providing the required or anticipated legal services.

##### **B. Respondent and Staff Qualifications.**

**1. Describe the Respondent's general areas of legal practice and subject matter expertise and provide examples of experience providing legal services for municipal government clients.** Describe the size of Respondent's law firm, a brief overview of Respondent's background and experience, the types of clients Respondent has or provides legal services to, general staff capabilities, and the location of the office from which the Port's work would be performed. Describe the nature of Respondent's local government experience comparable to the Port's needs as described in this RFQ.

**2. Identify a "Principal Attorney" and describe her/his background and experience.** Identify a "Principal Attorney" who will be the Respondent's primary attorney contact for the Port and provide his

or her background and experience, including examples of prior work performed similar in nature to the General Counsel Services required by the Port as described in this RFQ.

**3. Identify and describe the background and experience of other attorneys and professional staff who will be working in concert with the Principal Attorney to provide General Counsel Services to the Port.** Identify any other attorneys and/or key support staff within or to be associated with Respondent's firm who would be assigned or available to assist the Principal Attorney in Port matters. Indicate whether each person is registered or licensed to practice in the State of Oregon. Provide a brief summary of each person's background and experience including a description of government-related legal work and membership in professional organizations.

**4. Identify and describe any outside counsel that Respondent would engage or be associated with to provide routine legal services or to provide specialized legal expertise if needed.** List any attorney and/or firm, their practice area of expertise, provide a brief description of their capabilities, and summarize under what circumstances and for what purposes they might be retained.

**3.1.3. Professional Fees.**

**A. List the hourly billing rates of the Principal Attorney, other in-house attorneys, associated attorneys, and legal support staff that may be assigned to Port matters.** The hourly rates provided should be considered valid and firm until January 1, 2024, unless otherwise stated. **Indicate whether normal hourly billing rates will be reduced because the Port is a local special district government organization.**

**B. Provide the hourly or a flat fee billing rate for the Principal Attorney or another designated attorney when attending Port Commission regular meetings, or special meetings when requested by the Port.** The Port customarily meets the first and third Tuesday of each month. The Principal Attorney, or a qualified designated attorney, is expected to attend these regular meetings, each of which generally lasts 2-3 hours, but may be shorter or longer. Provide the Principal Attorney's billing rate, or the billing rate of an authorized designee attorney who will attend the Port's bi-monthly, regularly scheduled Commission meetings, and special meetings when requested by the Port. If the billing rate for an attorney's attendance at regularly scheduled Port Commission meetings, or special meeting, is the same as his/her standard Port hourly billing rate, so indicate.

**4. FORM OF RESPONSE**

There is no page limit for responses. However, Respondents are encouraged to submit a response that is prepared simply, clearly, and economically, providing a straightforward, concise description of Respondent's capabilities to satisfy the requirements of this Request for Qualifications.

**4.1. Transmittal Letter.** Respondent must include a signed letter of transmittal, which briefly states Respondent's commitment to provide the Port with General Counsel Services, and addresses the Mandatory Requirements stated in Section 3.1.1 above.

**4.2. Approach & Qualifications Specifications.** Provide a written response to the Approach and Qualifications stated in Section 3.1.2 above.

**4.3. Hourly Billable Rates.** Provide a written and response to the specific criteria set forth in Section 3.1.3 above including an hourly billable rate schedule.

**4.4. References.** Respondent is encouraged to provide the names and contact information of three (3) clients who previously required or currently require legal services similar to the Port's General Counsel Services as described in this RFQ. References of prior or current government clients are preferable. A Review Committed member or their designee may contact a reference to discuss their opinion of Respondent's legal services.

**4.5. Other Information.** Respondent may provide any additional information that could support their suitability to provide General Counsel services to the Port.

## **5. INSTRUCTIONS FOR SUBMITTING THE RESPONSE**

Responses by Respondents to be considered must be received by the Port no later than **5:00 p.m. PDT on Wednesday, October 25, 2022**. Responses received after that date and time will remain sealed, marked on the outside with the date and time received and returned, unopened to the Respondent.

Mail or deliver five (5) copies of the response document in a sealed envelope or box to:

**Port of Hood River  
Attention: Genevieve Scholl, Interim Executive Director  
1000 E Port Marina Drive  
Hood River, Oregon 97031**

Responses should be submitted in a sealed envelope or box, plainly marked on the outside with Respondent's name and the labelled "**RFQ Response – General Counsel Services**".

Facsimile and email responses will not be accepted.

The Port may alter any of the provisions of this RFQ in the Port's discretion. No part of this solicitation is to be considered part of a contract, nor is any provision contained herein to be binding on the Port unless expressly included by reference or adoption in a subsequent written agreement executed by or accepted by the Port.

If there are any material changes in the RFQ after the submittal deadline, additional information will be transmitted to every prospective Respondent who has timely submitted a response to this RFQ.

The Port reserves the right to appoint any General Counsel Respondent, or not, in the Port's discretion.

Unless the Port agrees otherwise in writing in response to a request to do so, all information a Respondent submits in response to this RFQ will be considered part of a public document available for public inspection.