



**PORT OF HOOD RIVER COMMISSION**  
**MEETING AGENDA**  
**Tuesday, January 14, 2020**  
**Marina Center Boardroom**

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

1. Call to Order
    - a. Modifications, Additions to Agenda
  2. Public Comment (5 minutes per person per subject; 30-minute limit)
  3. Consent Agenda
    - a. Approve Minutes of December 17, 2019 Regular Session (*Maria Diaz – Page 3*)
    - b. Approve Road Access Agreement Template for Airport Farm Access (*Anne Medenbach, Page 9*)
    - c. Approve Land Lease with CPA Industries for Agricultural Land at the Airport (*Anne Medenbach, Page 15*)
    - d. Approve Contract with Siegel Consulting for Financial Analysis Services Related to Strategic Business Plan Preparation Not to Exceed \$15,000 (*Michael McElwee, Page 25*)
    - e. Approve Accounts Payable to Jaques Sharp in the Amount of \$7,580 (*Fred Kowell, Page 31*)
  4. Reports, Presentations and Discussion Items
    - a. Insurance Renewal Presentation – Scott Reynier, Columbia River Insurance and David Hearn, Durham & Bates (*Fred Kowell – Page 35*)
    - b. Strategic Business Plan Update Schedule and Survey Final Review – Anne Pressentin, EnviroIssues (*Genevieve Scholl – Page 37*)
    - c. Airport Noise Strategy (*Anne Medenbach, Page 39*)
    - d. ConnectOregon VI Project Update (*Anne Medenbach, Page 45*)
    - e. FY 2019-2020 Executive Director Work Plan Update (*Michael McElwee – Page 47*)
    - f. Bridge Replacement Update (*Kevin Greenwood, Page 55*)
  5. Director's Report (*Michael McElwee – Page 67*)
  6. Commissioner, Committee Reports
  7. Action Items
    - a. Approve Bridge Insurance Policy underwritten by ACE USA and brokered by Durham & Bates (*Fred Kowell – Page 77*)
    - b. Approve SDIS Insurance renewal for Property and Casualty Coverage (*Fred Kowell – Page 77*)
    - c. Authorize Contract with Mantle Industries for Purchase of Nichols Basin Dock Components Not to Exceed \$12,498 (*John Mann – Page 101*)
    - d. Ratify Contract with Brown Roofing for Toll House Siding and Roofing Project Not to Exceed \$94,565 (*Fred Kowell – Page 105*)
    - e. Approve Contract with DKS for Waterfront Traffic Analysis Not to Exceed \$15,000 (*Michael McElwee – Page 125*)
    - f. Emergency Declaration and Authorization to Enter into a Contract to Remove Damaged Guardrails and Install New Guardrails on the Port's Interstate Bridge. (*Michael McElwee – Page 127*)
  8. Commission Call
- 
9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) legal consultation on current litigation or litigation likely to be filed.
  10. Possible Action
  11. Adjourn

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

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

**Port of Hood River Commission**  
**Meeting Minutes of December 17, 2019, Regular Session**  
**Marina Center Boardroom**  
**5:00 pm.**

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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 pm.**  
**Regular Session**

**Present:** Commissioners John Everitt, Kristi Chapman, Hoby Streich, David Meriwether; Legal counsel Jerry Jaques; from staff, Michael McElwee, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Fred Kowell, Daryl Stafford and Maria Diaz.

**Absent:** Ben Sheppard

**Media:** None

- 1. CALL TO ORDER:** President John Everitt called the regular session to order at 5:03 pm.
  - a. Correction - Action Item B – not to exceed amount should be changed to \$40,000.

**2. PUBLIC COMMENT**

- a. None

**3. CONSENT AGENDA:**

- a. a. Approve Minutes of December 3, 2019, Regular Session
- b. Approve Contract with Tim Clackum for Marina Repairs Not to Exceed \$30,000
- c. Approve Amendment No. 3 to Lease with HoodTech TacAero Inc. at the Airport
- d. Approve Accounts Payable with Jaques Sharp in the Amount of \$5,998

**Motion:** Move to Approve Consent Agenda

**Move:** Meriwether

**Second:** Chapman

**Discussion:** None

**Vote:** Unanimous

**4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:**

**a. Event Site Dock Structural Evaluation Report-** Steven Hawk, with Coffman Engineers, presented his assessment of the structural condition of the Even Site Dock. Mr. Hawk provided a review of the previous evaluation done by KPFF Engineering in 2015 and described the resulting structural beam repairs conducted in 2016. Mr. Hawk presented the results of his evaluation conducted earlier this month to the docks in priority order and presented images of the damage. He noted the upper-dock is a high priority for repair before next summer, with required repairs to a beam at the north end and waterproofing repairs to ends of east-west beams. He stated a medium to high priority is to remove approximately 2'0" of the east edge of the dock to remove rotten joists. Hawk noted the top priority on the lower dock is to repair the broken fence. The medium to high priority on that dock is to add 4x10 pressure-treated blocking in between joists and repair split beam.

Daryl Stafford, Waterfront & Marina manager, noted Port staff could assist with the majority of the work before the summer. Hawk noted further design work in preparation of issuing a bid would provide a clearer understanding of the cost. Commissioners asked about impact to the current vendors. Stafford noted the 2ft removal of the deck would not impact vendors significantly and emphasized the importance of repairing the north beam. Stafford noted an amendment to the Coffman Engineers contract allows for

needed additional engineering evaluation and repair recommendations and is an action item for tonight’s meeting.

**b. Bridge Underwater Inspection & Asphalt Condition Report-** Mark Libby, HDR Engineering, presented his evaluation of test results from core samples taken from the north and south bridge approach ramps and the underwater inspection of Piers 6-8. Mr. Libby presented a map image to identify locations of core samples and reported that all but one show high levels of chloride and delamination. Libby also explained in detail the process of the testing and explained in detail specific core sample results. Libby produced and summarized two options for repairs and noted the traffic impact for each option as well. Libby mentioned deck rehabilitation involving a3-inch hydro demolition removal and replacement of WA approach, NB an SB lanes, and OR approach NB lane only with a cost of approximately \$1.42M. Bridge deck removal and replacement with precast deck panels, OR, and WA approach was presented as a second option with a cost of approximately \$3.0M. Libby noted hydro demolition work could consist of 3-week one lane closure. Michael McElwee recommended that immediate action should be to simply monitor the conditions within a five-year window and consider the cost/benefit of the repairs in light of the progress made on bridge replacement. Mr. Libby then provided images and video of the underwater inspections of Pier 8 and Pier 6 and explained in detail the results. He noted Pier 8 has a significant section of voids, referred to as rock pockets. McElwee noted additional dive inspection, with Mark's direction, could be done in the next few months.

**c. Strategic Business Plan Public Input Survey-** Anne Pressentin with EnviroIssues presented the first draft of the proposed survey for gathering public input. Pressentin noted the public survey would be available in paper form and online. She stated information for an open house would be planned and provided through social media, websites, and newspapers. Pressentin provided ideas to the survey format to include community sentiment, values, and the importance of services. The survey would identify vital demographic groups. Pressentin highlighted sections of the survey and described what type of data each section/questions provide. Pressentin sought input from Commissioners.

Commission discussion on possible changes to the survey draft included the following points:

- Commissioner Chapman expressed approval for the current text choice for household income.
- McElwee addressed the importance of connecting community sentiment and priorities with the Port services and goals.
- Commissioner Meriwether noted the mission statement section might not provide much value and recommended moving the question to the end of the survey.
- Genevieve Scholl will follow up individually via email with Commissioners to collect/organize ideas for Pressentin at Enviorissues.
- President Everitt requests to remove question #16 in the survey.
- Commissioner Meriwether would like to include a question about the Port’s future role in bridge replacement.

Pressentin emphasized the Commission should consider the most important questions to ask the community and answered questions regarding the level of community engagement to surveys in general. Scholl noted that public meetings and other outreach events will also provide opportunities to receive public input.

**d. 2019 Parking Summary Report-** Michael McElwee presented his report on the implementation of the Waterfront Parking Plan for 2019. McElwee described the financial performance in three sections - Street Parking, Event Site Parking, and Total Revenue. Approximate Net Revenue for Street Parking of \$40,000, Net Revenue for Event Site Parking \$56,000, Net Total Revenue \$96,000. Commissioners discussed non-payment citations and process review of disputed tickets and reasons for dismissal. McElwee discussed the policy and permit type process. McElwee highlighted the night parking enforcement was working solidly, resulting in less over-night violators. Complaints about adequate signage was a frequent complaint. Daryl Stafford explained all event organizers would direct vendors/staff to pay for parking going forward and could utilize Lot 1 for event parking at Port's discretion.

Changes and Recommendation for 2020:

1. Increased signage and more visible signs
2. "No Overnight Parking" signs will all be changed to read "No Parking 11 pm-6 am."
3. Keep Lot 1 open for Event Site overflow all weekend in summer.
4. Zone 6 - Install "Pay to Park," paint curb green, reprogram kiosk
5. Schedule Rate and Charges - maintain the current schedule

**e. Lot 1 Phasing-** Michael McElwee reported on conceptual approaches to phasing the development of Lot 1 and provided details on two approaches. Option 1 would move N. 1st Street, allowing developable options to the north for three lots and a small developable section to the south; this option would have an approximate cost of \$3.7 million. Option 2 would build Anchor Way, and provide shovel-ready sites for development in the future, utilities and connections could serve both the north and the south sides; this option would have an approximate cost of \$1.7 million. . McElwee discussed the City of Hood River process for permitting and illustrated the probable results for options mentioned. McElwee noted he would reach out to City Planning Director for a discussion. There was Commission consensus to include both options for phased development of Lot 1 on the agenda for a future meeting.

**f. Bridge Replacement Update-** Kevin Greenwood reported ODOT announced new leadership restructuring that could impact Port interfacing with ODOT. Greenwood expected the Preliminary Navigation Determination delivery by the US Coast Guard. Greenwood highlighted that the Army Corps has submitted a letter to the Coast Guard, determining no issues with the horizontal and vertical clearances for navigation under the replacement bridge. He also noted essential meetings, including the BIA team meeting. This meeting produced a successful negotiation with three major agencies for the "in-water work" periods. Greenwood reported on the meeting attended by Commissioner Chapman, Michael McElwee, and Tim Counihan from the Hood River City Council with project partners from Bingen and White Salmon; the outcome of the meeting was a discussion of the Phase 2 activity for bridge replacement project and discussion of the potential formation of a post-NEPA Committee, or a change to the EIS Working Group charter to cover that work. Greenwood described there was a consensus for the transitional committee to start or push advocacy with a single voice. Also recognized in the meeting was the 2021 Legislative session dates in Salem and Olympia. Greenwood noted he would be working on the Visions Statement to present in February to City Council.

Greenwood praised the May Street Elementary School's Black Alpha Dragons for their Bike-Ped Presentation. Greenwood emphasized the EIS project team continues to stay on track. Potential changes with the historic resources and new tasks added to the schedule are delaying the Supplemental Draft to EIS.

**5. Directors Report-** Michael McElwee reported that the Port of Cascade Locks has requested a joint meeting of the Commissions, with a proposed date of January 30. There was Commission consensus to move forward with that date. McElwee extended an invitation to Commissioners to attend the Port's Holiday Party. McElwee summarized the FORTH Mobility project progress, noting that the group will present their proposal to the Hood River City Council on January 13. Commissioner Chapman noted the arrangement details are still not very clear and she would recommend the Port withhold any action until it can review action taken by the City. Scholl reported on the recent meeting of all local project partners, noting an issue with electricity cost responsibility. There was Commission consensus to review the future agreement with FORTH and City to determine next steps. McElwee reported on agreements executed with Mt. Hood Meadows and Columbia Area Transit for parking at the Event Site, and with Port of Cascade Locks for BreezeBy implementation. McElwee highlighted the damage to the bridge guardrail.

**6. COMMISSIONER, COMMITTEE REPORTS:**

a. None

**7. ACTION ITEMS:**

**a. Approve Amendment No. 1 to contract with Steven Hawk, Coffman Engineers for engineering services at the Event Site Dock not to exceed \$6,500, plus reasonable reimbursable expenses.**

**Motion: Approve Amendment No. 1 to contract with Steven Hawk, Coffman Engineers for engineering services at the Event Site Dock not to exceed \$6,500, plus reasonable reimbursable expenses.**

Move: Meriwether  
 Second: Streich  
 Discussion: None  
 Vote: Unanimous

**b. Approve Amendment No. 1 to IGA with ODOT for Ethnographic Studies for the Yakama Nation and the Confederated Tribes of the Warm Springs Not to Exceed \$40,000**

**Motion: Approve Amendment No. 1 to IGA with ODOT for Ethnographic Studies for the Yakama Nation and the Confederated Tribes of the Warm Springs Not to Exceed \$40,000**

Move: Chapman  
 Second: Meriwether  
 Discussion: None  
 Vote: Unanimous

**c. Approve Intergovernmental Agreement (IGA) with the Nez Perce Tribe for Ethnographic Study Not to Exceed \$26,000, subject to legal review.**

**Motion: Approve Intergovernmental Agreement (IGA) with the Nez Perce Tribe for Ethnographic Study Not to Exceed \$26,000**

Move: Meriwether  
 Second: Streich  
 Discussion: None  
 Vote: Unanimous

**d. Approve Amendment No. 3 to FBO Agreement with TacAero**

**Motion:** Approve Amendment No. 3 to FBO Agreement with TacAero

Move: Streich  
 Second: Meriwether  
 Discussion: None  
 Vote: Unanimous

**e. Approve Service Contract with DIVCO for HVAC Maintenance in Port Buildings, Not to Exceed \$25,652**

**Motion:** Approve service contract with DIVCO for HVAC system maintenance in Port buildings, not to exceed \$25,652.

Move: Chapman  
 Second: Meriwether  
 Discussion: None  
 Vote: Unanimous

**f. Approve Resolution 2019-20-2 Adopting Updated BreezeBy Terms & Conditions**

**Motion:** Approve Resolution 2019-20-2 Adopting Updated BreezeBy Terms & Conditions, with noted typo corrections on pages 158 and 159.

Move: Meriwether  
 Second: Chapman  
 Discussion: pg 158 & pg. 159 update 6.0 to 7.0.  
 Vote: Unanimous

**8. COMMISSION CALL: None.**

**9. EXECUTIVE SESSION:** President John Everitt recessed Regular Session at 8:24 pm to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

**10. POSSIBLE ACTION: None.**

**11. ADJOURN 9:35 pm.**

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

Vote: Unanimous

**MOTION CARRIED**

The meeting adjourned at 9:35 pm.

Respectfully submitted,

\_\_\_\_\_  
 Maria Diaz

**ATTEST:**

\_\_\_\_\_  
John Everitt, President

\_\_\_\_\_  
David Meriwether, Secretary



# Commission Memo

Prepared by: Anne Medenbach  
Date: January 14, 2020  
Re: Airport Road Access Agreement



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As part of the 2013 runway shift, a portion of Orchard Road was vacated. Per the vacation agreement with the County, the Port is obligated to provide access around the east end of the runway to support local agricultural operators located in close proximity to the airport. Staff has been working with CPA Industries to refine an agreement so facilitates the agricultural operations and suits the safety and access needs of the Port.

A key task the Port is undertaking is installing new gates on the road that are automatic and require a code/fob to enter the area. The Port has fenced the entire south side so that those not engaged in agricultural operations can no longer cut through on this road. Preventing unauthorized access is important for safety on the airport and in the orchard and has been the main reason an agreement has not been signed to date.

The total cost of the gates will be under \$10,000 and staff anticipates that they will be installed this spring, as weather allows.

**RECOMMENDATION:** Approve Airport Road Access Agreement template and authorize Executive Director to execute Agreement with CPA Industries, Inc. and other adjacent property owners that require access for agricultural operations.

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## ROAD USE AGREEMENT

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019, between Port of Hood River, an Oregon special district, hereinafter Port, and Cherry, Pear and Apple Industries, Inc., an Oregon corporation, hereinafter Licensee. This Agreement is intended to comply with and give effect to the conditions of approval for the vacation of Orchard Road, which was accomplished by adoption of Hood River County Vacation Order No. 11-002, dated October 17, 2011 and recorded in Hood River County on November 2, 2011 as number 2011-03306.

Port has constructed a gated unpaved road on the eastern end of the Hood River Airport crossing Port’s property as depicted on the attached Exhibit A (“Road”) Due to airport safety concerns, use of the Road for non-Port related purposes is limited to supporting nearby local agricultural operations located on or near Orchard Road, Nunamaker Road, Winston Road, Copper Dam Road or Pioneer Road.

Licensee represents s/he/it is actively involved as an operator of a local agricultural operation and has a reasonable need to move vehicles, equipment and personnel across the Road in connection with the production and transportation of agricultural products grown by that operation.

1. Licensee agrees to pay Port an annual fee for use of the Road of \$25.00, due on or before December 31 for the next calendar year, and to pay a similarly nominal annual fee for Road use for each calendar year thereafter.

2. Upon payment of the annual fee and execution of a Road Use Agreement, Port will provide Licensee with a key, code or other access option for the existing gates and for any other gate located anywhere on the Road. Licensee agrees to close and relock the gate located at the intersection of Orchard Road and what is labeled Port Road South on the attached Exhibit A (the “Gate”) after each passage over the Road. However, during times of increased use related to ongoing and continuous agricultural operations (e.g., spraying, harvesting, pruning, thinning, heating, etc.), Licensee may leave the Gate open and close the Gate only at the end of the continuous operation in order to facilitate efficient use of the Road. Licensee’s repeated failure to close the Gate after Road use or at the end of ongoing and continuous agricultural operations after notification of the breach by the Port will be considered a breach of this agreement. Within 1 year of execution of this Agreement by Licensee, Port will install a rapid operating gate to replace the Gate. Failure of the Port to replace the Gate within 1 year of execution of this agreement will relieve Licensee from the locking obligations agreed to in this section of this agreement.

3. The Road may only be used to move vehicles, equipment and personnel in connection with the production and transportation of agricultural products grown on Licensee’s property. No other vehicular access to or use of the Road is permitted. Without prior Port written consent, Licensee’s vehicles and equipment are not allowed to stop on the Road or travel on adjacent non-farmed Port property off of the Road except as necessary to operate the Gate. Animals will only

be allowed on the Road within Licensee's vehicles. Licensee's employees may use the Road when authorized by Licensee provided the usage complies with this agreement. Excluding Licensee's employees, enforcement of Road use will be the sole responsibility of the Port and its agents. Violation of the terms of this paragraph will be considered a breach of this agreement.

4. Upon execution of this agreement and at all times while this agreement is in effect, Licensee shall maintain motor vehicle liability insurance in the minimum amount of five hundred thousand dollars combined single limits, covering property damage and personal injury arising out of or related to Licensee's use of a motor vehicle on the access Road, and shall maintain public liability insurance in the minimum amount of five hundred thousand dollars combined single limits. Port shall be named as an additional insured on the public liability policy or policies. A binder or certificate of coverages will be provided to Port at the time of execution of this agreement and upon request by Port thereafter. The general liability policies will provide for at least 14 days' notice to Port prior to cancellation. Licensee will indemnify and hold Port harmless from any costs, liabilities or damages arising out of or related to Licensee's or Licensee's employees use of the Road. Licensee shall pay Port for any damage to the Road or a gate caused by Licensee or its employees.

5. Port will maintain the Road and Gates to a commercially passable standard which will allow passenger vehicles, trucks, and orchard equipment are able to travel over the Road between the gates during periods of good weather. Port Road maintenance shall include applying gravel and grading one each year as needed. Port will provide and keep stocked, a gravel pile near the North Gate, which will be used by the Licensee to fill pot holes as needed. Port may plow the Road at Port's discretion if requested to do so by Licensee. Port will bring the Road condition up to a commercially passable standard before Spring of 2020. After that time, Licensee agrees to use of the Road in AS IS condition, and to assume any risks associated with Road use, and not to claim damages if the Road is unavailable for use or because of Road or gate conditions. Licensee shall promptly notify Port if the Road or a gate requires maintenance.

6. Licensee may not assign or transfer rights hereunder to any other person or entity. The rights under this agreement are personal to Licensee and Licensee's authorized employees.

7. Licensee's use of the Road will at all times be carried out by Licensee and Licensee's employees in a safe and reasonable manner. After notice to Licensee of proposed rulemaking and an opportunity to be heard and provide input, and provided that the rules do not unduly burden Licensee or affect its use of the Road, Port may adopt rules of Road and gate usage in the future that will be binding on Licensee upon Licensee's signed acknowledgement of receipt and acceptance of such rules.

8. Port may terminate this agreement for any breach by Licensee. Licensee's failure to pay the annual fee when due, time being of the essence, or failure to comply with any terms of this agreement or any addendum to the agreement or duly adopted and accepted rules related to this agreement will be a breach. Port shall give written notice to Licensee of a breach and Port's intent to terminate this agreement at least 30 days prior to the termination date specified in Port's notice. If Licensee fails to cure the breach prior to the termination date or satisfy the Port

regarding a breach which cannot be cured, termination shall occur at the end of the 30 day period. Upon termination any gate keys in Licensee’s possession will be immediately returned to Port and Licensee will not use the Road. If Port fails to cure any breach of this Agreement by Port within thirty days of written notice from Licensee specifying such breach, Licensee may take steps reasonably necessary to cure the Port’s breach, and Port will reimburse Licensee for any expenses reasonably incurred by Licensee in curing such breach.

9. Notices under this agreement will be in writing and effective upon personal delivery to the person listed below, or if mailed, three days after mailing, certified mail, return receipt requested, to the parties at the following addresses, which may be changed by written notice:

Port of Hood River  
Attn. Michael McElwee  
1000 E. Port Marina Dr.  
Hood River, Oregon 97031

Cherry, Pear and Apple Industries, Inc.  
Attn: Bob Benton  
1767 12<sup>th</sup> Street 374  
Hood River, Oregon 97031

10. In any legal proceeding arising out of this agreement, the prevailing party will be entitled to recover reasonable attorney fees and costs from the loser, as set by the court or decisionmaker at hearing, trial or appeal.

11. This agreement will continue from year to year unless terminated as set forth herein. Licensee may terminate this agreement at any time upon providing written notice to Port and return of all gate keys

This agreement made on the day and year set forth above.

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

**Port of Hood River**

**Licensee**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

EXHIBIT A



# Commission Memo



Prepared by: Anne Medenbach  
Date: January 14, 2020  
Re: CPA Industries, Inc. Land Lease

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CPA Industries, Inc. would like to lease 14.75 acres of land on the east end of the airport for agricultural use. The land is currently planted with pear trees. The lease term is five years, with the ability to terminate by either party by Oct. 31 of any year, and the ability to extend for two additional 5-year terms. There is an annual CPI increase to the rental rate. The tenant receives the right to farm the land with a security interest in the crops held by the Port as collateral for payment of any arrears amounts.

The tenant may take up to \$3,000 per year in credit to the annual rent with documented expenses for planting new trees or installing irrigation. The tenant may propose to replant an additional block of about 2.5 acres with a new type of planting. This proposal would be an addendum to this lease.

**RECOMMENDATION:** Approve land lease with CPA Industries, Inc for 14.75 acres at the airport for agricultural use.

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**LEASE**

**THIS LEASE** is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Lessor", and **CPA Industries, Inc.**, an Oregon Corporation, hereinafter referred to as "Lessee". This lease replaces any prior lease or land use agreement between the parties relating to the Leased Premises (defined below).

**WITNESSETH:**

1. **Description.** In consideration of the covenants of the parties herein contained, Lessor leases to Lessee approximately 14.75 acres of land, located in the South one-half of the Southeast one-quarter of the Northeast one-quarter of Section 11, Township 2 Range 10 East of the Willamette Meridian and commonly known as a portion of Tax Lot 02N10E11A01000 and adjacent Tax Lot 02N10E11A01100 , Hood River County. The portion of the two described tax lots leased to Lessee is shown on Exhibit A and referred to in this lease as the "Leased Premises." The Leased Premises are part of Ken Jernstedt Airfield.
2. **Term.** This lease shall be for the period commencing December 1, 2019, and continuing through November 30, 2024; provided however, that Lessor or Lessee may terminate this lease effective November 30 of any year by giving prior written notice to the other party no later than October 31 of the year when the lease will end.
3. **Extension.** Lessor grants Lessee two (2) options to renew the lease term for five (5) additional years each through November 30, 2034. The Option Term shall commence on the day following the expiration of the original or subsequent term of this Lease. To exercise an option, Tenant shall provide written notice to Landlord of the exercise no later than October 31 of the year of the expiration of the current term. Such notice shall expressly provide that Tenant has elected to exercise the Option Term. If the option to extend the term is exercised, all terms of this lease shall continue, and rent shall be as determined in Section 4, below. Lessee may only exercise the option if Lessee is not in default at the time of the exercise.
4. **Rent.** Lessee shall pay rental to Lessor at the times and in amounts required by the following rental schedule and this paragraph. The annual rental amount shall be paid in one lump sum on or before January 31 of the initial year of the first term and on or before November 30 preceding each lease year thereafter.

<b>Date</b>	<b>Acreage</b>	<b>Rate per acre</b>	<b>Annual total</b>
December 1, 2019- November 31, 2024	14.75	\$625	\$9,218.75

**4.1 Consumer Price Index (CPI).** Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly rental amount payable during the previous 12-month period a percentage increase equal to the percentage change in the Consumer Price Index for the Western Region Class BK, or a similar U.S. Government inflation index selected by Lessor (CPI) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than 1 percent or more than 5 percent.

5. **Security Interest.** Lessee grants to the Lessor a security interest in the crops to be produced on the Leased Premises for the purpose of securing all amounts due and to become due to the Lessor under the terms of this lease, however, it is recognized that this security interest will be subordinate to the charges of the processing organization after the fruit has been delivered to the packing house door.
6. **Rent Offsets.** Lessee's annual lease payment obligation may be reduced based on Lessee's documented, reasonable expenditures during a lease year for labor and materials to install permanent irrigation improvements or plant new orchard trees on the Leased Premises, provided Lessor gives Lessee prior written consent to make such improvements and Lessee complies with any Lessor conditions related to such improvements.

Lessee shall provide receipts and explanation to Lessor with an invoice for the rental offset amount on an annual basis, no later than October 31 of the year in which the expenses were incurred. The offset shall apply to the next rent payment due.

7. **Use.** Lessee shall use the Leased Premises for agriculture activities related to fruit production, and for activity reasonably related thereto. These activities include but are not limited to fruit tree pruning, irrigation, pesticide spraying and harvesting. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.
8. **Taxes.** Lessee shall pay all real property taxes assessed on the Leased Premises and any improvements thereon payable during Lessee's occupancy or which arise during a tax year as a result of Lessee's occupancy. If the property tax bill includes portions of the two tax lots which are not part of the Leased Premises, Lessee shall pay a pro-rated portion of the tax bill applicable to the Leased Premises.
9. **Utilities.** Lessee shall be solely responsible for irrigation system charges together with electrical charges, water charges and any other utility charges attributable to the Leased Premises. In no event shall Lessor be liable for an interruption or failure in the supply of any utilities to the Leased Premises. Lessor will provide Lessee with an annual bill for irrigation water, prorated to reflect the portion of the charge attributable to the Leased Premises, by November 30 of each year that this Lease is in effect. Lessor shall charge Lessee for any

utilities immediately following the receipt of the bill by Lessor.

**10. Liability Insurance and Hold Harmless Agreement.** Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee, Lessee's agents, contractors, employees or licensees at the Leased Premises or on other Lessor property, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this lease, or arising from any act of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises or on other Lessor property, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the Leased Premises and the obligations created by this Lease with minimum coverage of one million dollars (\$1 million) combined single limits.

Lessee will also name Lessor, Lessor's Port Commissioners, officers, employees and agents as additional insured on a two million dollars (\$2 million) agriculture liability insurance policy.

A copy of the policies or certificates of insurance naming Lessor, Lessor's Port Commissioners, officers, employees and agents as additional insured, with the right to receive not less than 14 days notice prior to cancellation, shall be delivered to Lessor within ten days after this lease is signed by Lessor and Lessee.

**11. Fire Insurance and Waiver of Subrogation.** If the Leased Premises are partially or totally destroyed by fire or other casualty, Lessor may notify Lessee in writing of Lessor's intent regarding Lessee's use of the Leased Premises within 30 days after the date of the damage. Lessor may terminate the lease or remove the damaged portion of the land from the Leased Premises by giving Lessee notice of Lessor's intent to do so within 30 days after the date of the damage. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises.

Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of loss, which may be insured against. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss. In case of dual Lessor coverage, Lessee's coverage shall be primary.

**12. Lessee's/Lessor's Covenants.** Lessee shall not do anything which may damage the Leased Premises or any systems on the property or other areas surrounding the property. Lessee shall not be a nuisance or a menace. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee, at Lessee's expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the Leased Premises.

Lessee shall not attach any fixtures or make any improvements or alterations to the Leased Premises without describing them in writing and receiving Lessor's prior written consent.

Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises.

**13. Quiet Enjoyment.** From the date the lease commences Lessee will have the right to use the Leased Premises consistent with paragraph 7 without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this lease.

**14. Care of Premises.** Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements, and shall surrender the Leased Premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted.

Lessee shall farm and care for the Leased Premises and protect the crops on the property in a good husbandry like manner and will at all proper times fertilize, prune, thin, spray, irrigate and care for the orchard on the Leased Premises in accordance with the recommended practice for good orchard management in Hood River County and will use reasonable best efforts to protect the orchard from all horticultural diseases.

Lessee will neither commit nor permit any strip or waste of the Leased Premises and will apply the available irrigation water to the land to the best advantage for the growing and maturing of the fruit thereon and to preserve the trees and keep clean and in good repair at all times all pipes, ditches and flumes located on the Leased Premises.

**15. Fixtures and Personal Property.** All permanent improvements now located or hereafter placed on the Leased Premises during the term of the lease shall be the property of Lessor, and shall remain on the Leased Premises at the expiration or termination of the lease, provided that Lessor reserves the right after the lease term ends to require Lessee to promptly remove any Lessee improvements which Lessee has placed on the Leased Premises without Lessor's permission.

If Lessor elects to require Lessee to remove Lessee's personal property and Lessee fails to promptly do so, Lessor may effect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

- 16. Lessor's Access to Premises.** Lessor shall have the right to enter upon the Leased Premises at any time with 24-hour notice, for the purpose of inspecting it, or to make repairs, additions or alterations to the premises or any property owned or controlled by Lessor, except that during periods after Lessee has applied certain chemicals or sprays, Lessor may need to refrain from entering the Leased Premises for longer than 24 hours for safety reasons.
- 17. Entire Agreement: Amendments.** This lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.
- 18. Waiver.** One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.
- 19. Assignment.** Lessee agrees not to assign or in any manner transfer this lease or any interest therein without the previous written consent of Lessor, and not to sublet the premises or part or parts thereof without like consent, which Lessor may grant or deny in Lessor's discretion.
- 20. Default.** Time is of the essence of performance of all the requirements of this lease. If any rental or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages.

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

- 21. Notices.** Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to the registered agent or corporate officer of Lessee, or if addressed to Lessee, sent by certified mail with postage prepaid to the address indicated on the signature page of this lease; and if such notice is to Lessor, delivered personally to the Executive Director of Lessor or if addressed to Port of Hood River, 1000 East Port Marina Drive, Hood River, OR 97031, sent by certified mail with postage prepaid. Notice shall be deemed given on the date of personal delivery or if mailed, one day after the date of mailing.
- 22. Attorney Fees.** In the event of litigation by either party to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees thereon and upon any appeal, in addition to its costs and disbursements.
- 23. Authority to Execute.** The person executing this Lease on behalf of Lessee warrants that they have the authority to do so.

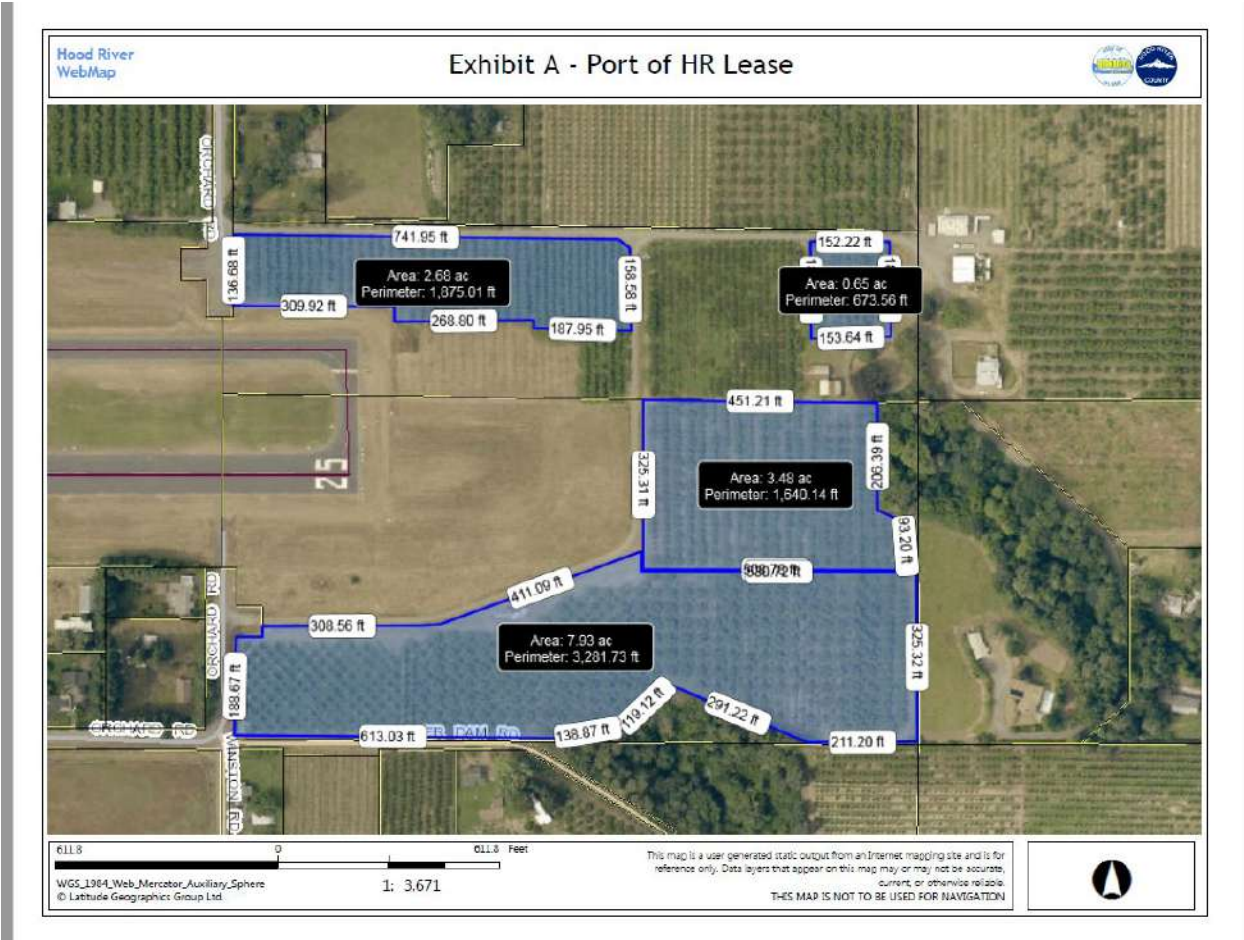
**CPA Industries Inc.**

**Port of Hood River**

Signed: \_\_\_\_\_  
 Printed name: \_\_\_\_\_  
 \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### EXHIBIT A [Map showing Leased Premises]



**EXHIBIT B**  
*[Road Agreement]*



# Commission Memo



Prepared by: Michael McElwee  
Date: January 14, 2020  
Re: Contract with Siegel Consulting

---

Steven Siegel completed two assignments to evaluate the Port's future financial challenges and opportunities assuming the bridge will be replaced. As preparation of the 2020-2026 Strategic Business Plan (SBP) is underway, additional financial analysis is needed to assist the Commission and staff evaluate actions to put the Port on the best possible financial footing in the future.

The attached contract with Siegel Consulting would include preparation of a simplified 10-year financial model to identify the specific revenue and expense assumptions and set annual milestones for the Commission to assess SBP progress. This is the final component of the consultant team that will assist staff and the Commission in preparation of the Strategic Business Plan.

**RECOMMENDATION:** Authorize contract with Siegel Consulting for financial analysis associated with the FY 20/26 Strategic Business Plan not to exceed \$15,000 plus reasonable reimbursable expenses.

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

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**I. SCOPE OF WORK:**

Prepare a simplified 10-year Financial Model for the Port of Hood River to be used for the 2020/26 Strategic Business Plan (SPB). Based on input from the Port Commission and staff during the SBP preparation process prepare up to three version of the Financial Model showing the impact of various revenue and expense assumptions and demonstrating the impact of future Port capacity and capabilities. Finalize one of the model versions and prepare a written summary for use in the final SBP. Participate in up to two work sessions with the Port Commission to describe draft and final work products. Advise on other SBP work tasks as requested by Port staff.

---

**II. DELIVERABLES AND TIMEFRAME:**

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

Excel spreadsheet of modified, alternative 10-year Financial Models.  
Summary memoranda describing key Model assumptions.  
Other as requested by Port staff.

The timeframe for the deliverable(s) shall be:

Initial draft of updated model and assumptions by April 15, 2020. Completion of all work products by June 30, 2020.

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**III. CONSIDERATION:**

Hourly rates under this Contract shall be:

Professional services at \$235.00 per hour.

No reimbursable expenses.

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

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

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

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

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

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

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

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

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

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

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# Commission Memo



Prepared by: Fred Kowell  
 Date: January 14, 2020  
 Re: Accounts Payable Requiring Commission Approval

<b>Jaques Sharp</b>	<b>\$7,580.00</b>
Attorney services per attached summary	
<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$7,580.00</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

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

Page: 1  
 January 02, 2020  
 Account No: PORTOHaM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
<b>MCELWEE EMPLOYMENT CONTRACT</b>					
154.00	0.00	0.00	0.00	-154.00	\$0.00
<b>TURTLE ISLAND INCORPORATED (Lease)</b>					
88.00	2,508.00	0.00	0.00	-88.00	\$2,508.00
1,122.00	1,562.00	0.00	0.00	-1,122.00	\$1,562.00
<b>MISCELLANEOUS MATTERS</b>					
<b>JJ</b>					
2,200.00	308.00	0.00	0.00	-2,200.00	\$308.00
<b>AUDIT LETTERS</b>					
58.00	0.00	0.00	0.00	-58.00	\$0.00
<b>AIRPORT T-HANGER LEASE FORMS (2012-2013)</b>					
506.00	22.00	0.00	0.00	-506.00	\$22.00
<b>EXPO SITE DEVELOPMENT (Key Development; Pickhardt)</b>					
0.00	858.00	0.00	0.00	0.00	\$858.00
<b>AIRPORT HANGER LEASE (Hood Tech)</b>					
0.00	342.00	0.00	0.00	0.00	\$342.00
<b>BRIDGE TOLL ENFORCEMENT</b>					
462.00	44.00	0.00	0.00	-462.00	\$44.00
<b>T-HANGER LEASE (Bob Holliston &amp; Dan Darling)</b>					
0.00	66.00	0.00	0.00	0.00	\$66.00

HOOD RIVER, PORT OF

Account No: Jan

Previous Balance	Fees	Expenses	Advances	Payments	Balance
TOLLS IGA (Port of Cascade Locks) 0.00	220.00	0.00	0.00	0.00	\$220.00
AIRPORT EAST END ROAD 0.00	220.00	0.00	0.00	0.00	\$220.00
PROPERTY ISSUES 1,408.00	924.00	0.00	0.00	-1,408.00	\$924.00
ODOT IGA - I-84 BRIDGE REPLACEMENT 0.00	132.00	0.00	0.00	0.00	\$132.00
INDIAN ETHNOGRAPHIC STUDY (Nez Perce Tribe) 0.00	374.00	0.00	0.00	0.00	\$374.00
<u>5,998.00</u>	<u>7,580.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-5,998.00</u>	<u>\$7,580.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 31th OF DECEMBER UNLESS OTHERWISE STATED

## Commission Memo

Prepared by: Fred Kowell  
Date: January 14, 2020  
Re: Annual Insurance Premium Updates for  
Bridge and Non-Bridge (SDIS) Insurance

---



Scott Reynier from Columbia River Insurance, along with David Hearn from Durham & Bates (bridge insurance broker), will discuss the insurance market with regard to bridge insurance and to some extent the reason for this year's premium increase.

Scott will then discuss the Property Casualty insurance premium increase as it relates to our non-bridge assets which is covered by SDIS (Special Districts Insurance Services).

**RECOMMENDATION:** Discussion.

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# Commission Memo



Prepared by: Genevieve Scholl  
 Date: January 14, 2020  
 Re: SBP Survey Draft & Schedule Review

The Port began the process of developing an update to its Strategic Business Plan (Plan) covering the years 2020-2026 in October of last year. Most of the staff-recommended consultant contracts have been executed and work has begun on the public outreach process. The Commission held its first work session in November, led by consultant Terry Moore. On December 17, the Commission reviewed the draft text for the public input survey, with consultation from Anne Presentin of Envirolssues. Tonight's meeting will feature the final draft review, presented by staff. Commission approval is sought for the final draft, with deployment planned for January 21.

Following is a summary of the remaining steps in the Plan development process, with recommended dates listed.

## January

- January 14 – Final draft of public input survey ready for Beta testing, Genevieve will present during the Commission meeting for final approval.
- January 21 – Deploy survey online, issue press release and social media posts to solicit participation.
- January 27 – Port Winter Newsletter and 2019 Annual Report mailed with paper version of survey inserted. Bulk mailed to everyone in the Port District, inserted in the White Salmon Enterprise.
- January 28 – Commission Work Session #2: Situation Assessment, facilitated by Terry Moore. Staff reports to Commission on existing business plans by line of business during regular session meeting.

## February

- February 6 – Public Meeting #1: Strategic Business Plan Open House, facilitated by Anne Presentin, Envirolssues. Paper and online versions of the survey available to attendees. For Commissioners, this will be an opportunity to speak with constituents directly. Staff will collect and record public comment.
- February 11 – Survey Closes.
- February 18 – Anne presents survey findings report to the Commission. This completes the first phase of the Situation Assessment.

**March**

- March 17 – Public Meeting #2: Situation Assessment, Vision & Goals Identification, Assessment of Strategies and Actions, facilitated by Michael McElwee.

**April**

- April 7 – Commission Work Session #3, facilitated by Terry Moore. Strategies and Actions.

**May**

- May 5 – Commission Work Session #4, facilitated by Terry Moore. Draft Plan.
- May 19 – Public Meeting #3: Draft Plan review and public comment.

**June**

- June 2 – Draft Plan review by Commission.
- June 16 – Final Draft Approval and Adoption.

**RECOMMENDATION:** Discussion.

# Commission Memo



Prepared by: Anne Medenbach  
 Date: January 14, 2020  
 Re: Airport Noise Strategy

---

Since 2017, there has been increased air traffic at the airport and the Port has received numerous complaints about the resulting noise. At Commission direction, staff has been working through this issue with airport neighbors, partners, and stakeholders and presents the following outline to describe actions taken to date, potential actions and steps that could be taken to support a vibrant airport while maintaining quality of life for airport neighbors.

## **ACTIONS TO DATE:**

In 2017-18, the Port implemented its “Fly Friendly” program effort, which included public meetings, collection of public and stakeholder input, news releases, forums with FAA, ODA and aviation expert panels and discussions and development of a brochure for distribution to pilots using the Ken Jernstedt Airfield (see attached). This effort also included the following actions:

- Installation of large signage at the ends of the runways notifying pilots of Fly Friendly procedures
- Listed Fly Friendly notice on AWOS
- Printed flyers for visiting pilots, placed at WAAAM, FBO
- FBO trained and required all pilots and instructors to follow Fly Friendly
- Notified all airport tenants of the program

In 2019, the Port continued to address the issue by completing the following actions:

- Tracked and evaluated noise complaint data, determined the top cause of complaints (see attached)
- Performed outreach to the local community through public meetings, phone calls and news articles
- Updated AWOS
- Included Fly Friendly information on FAA flight data and ForeFlight information for all incoming pilots using the field
- Discussed options available with FAA and ODA to encourage noise reduction via policy
- Currently working with FBO to determine best way to track operations

## **Future actions:**

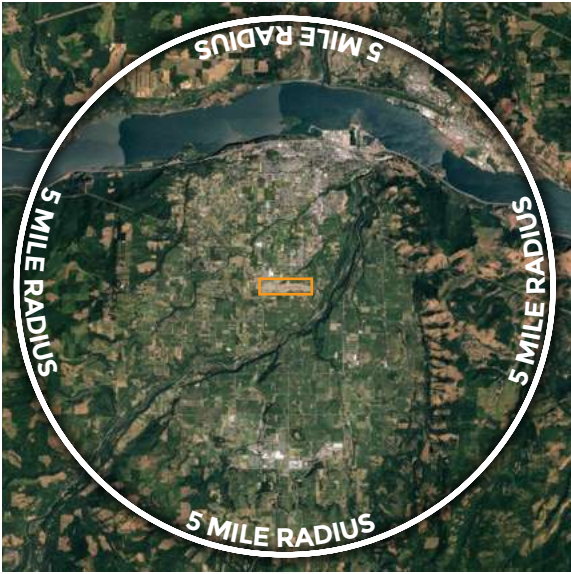
1. Reduce circulation noise: Staff is working with the FBO, the glider club, and aviation tech companies to determine how best to address noise resulting from pattern, or repeating circular, flying. Current options include:
  - a. Aircraft modifications - mufflers and/or props that reduce engine noise.

- b. Aircraft types - each aircraft creates a certain decibel level; one option may be to encourage the use of quieter craft for pattern work. Some fleets may be limited to what aircraft they already own.
  - c. Pattern modification - if doing pattern work, modify the direction as weather allows.
- 2. Track number and type of operations:
  - a. Staff is working with tenants to determine the best way to track and report flight operations data.
  - b. Staff is working with tech companies and others to create a tracking mechanism for operations over the flight season. Data will be analyzed in the Fall of 2020.
- 3. Survey local community and industry:
  - a. Through the Strategic Plan update process, staff will gather input and data from the non-flying and flying public regarding the airport, its role, opportunities and challenges. This will inform development options and future airport use.
- 4. Story Telling: The local aviation community understands that they have to do a better job telling their story. Staff is working with local aviation community on a campaign that delves into local aviation history, current state of aviation in the community, and future opportunities and what they could mean to the community. This will likely begin this summer and conclude at the end of 2020.
- 5. Continue to gather options:
  - a. Staff is continuing conversations with the FAA, ODA and other airports regarding noise issues and solutions including:
    - i. Lease authority
    - ii. Time and duration options

Staff will report to the commission throughout the year on updates and will seek Commission input on specific tasks.

**RECOMMENDATION:** Discussion.





**When you fly into Hood River, you're not just landing at our airport - you're entering our neighborhood.**

Please keep in mind that hundreds of people live within a short distance of our airport. We all enjoy the same beauty whether it's from the air or on the ground. Be sensitive to this shared reserve of natural splendor and fly accordingly.

**Contact Us**

*If you have any questions, comments or suggestions, please contact us:*

**Port of Hood River**

1000 E. Port Marina Drive  
Hood River, OR 97031  
541 386-1645 • porthr@gorge.net



**Ken Jernstedt Airfield**  
**Port of Hood River**  
1000 E. Port Marina Drive  
Hood River, OR 97031

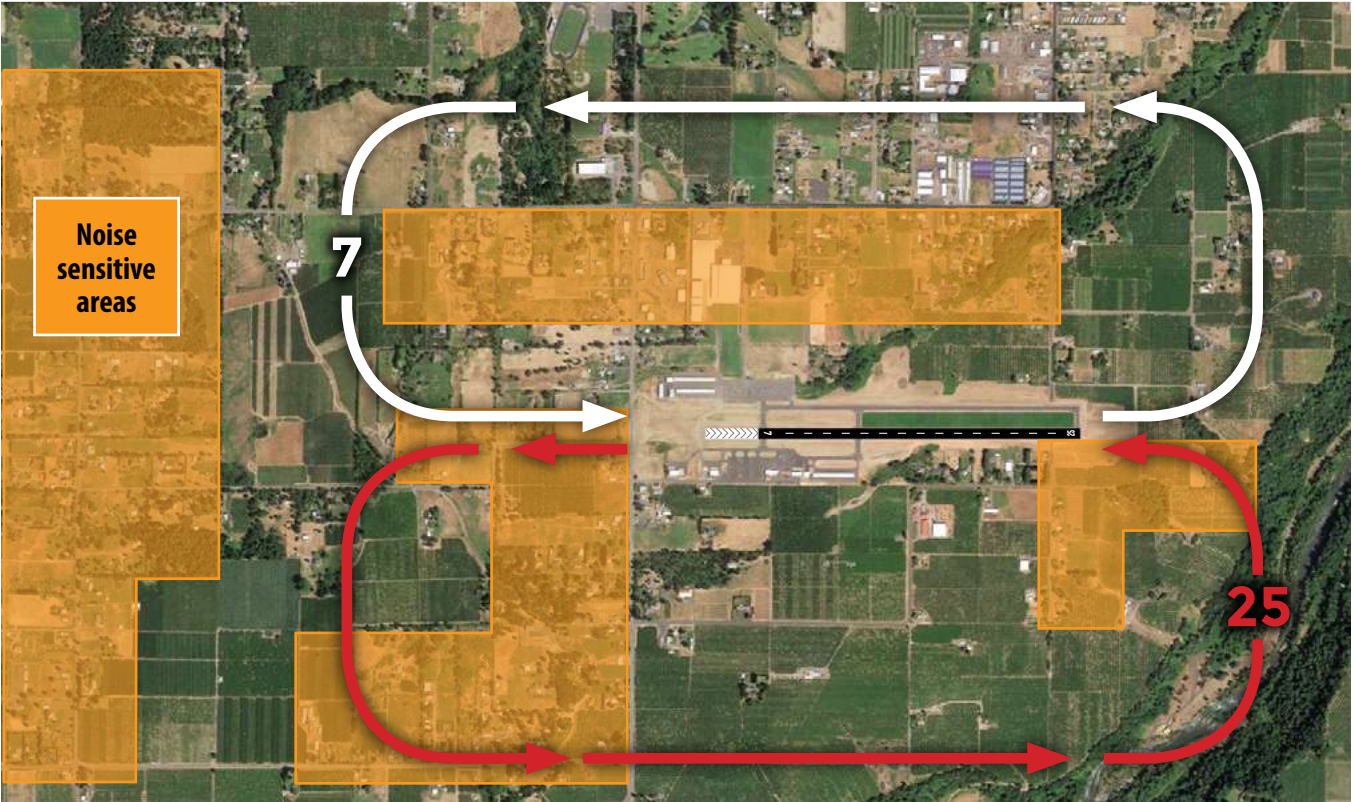
**Hood River, Oregon**  
**Ken Jernstedt**  
**Airfield**

**FLY FRIENDLY PROGRAM**

**HELP KEEP OUR AIRFIELD A FRIENDLY NEIGHBOR**



# RECOMMENDED "QUIET" PROCEDURES



- Runway 7 is designated as the "Calm Wind" runway
- Runway 25, No turn before 1,500 MSL
- Maintain pattern altitude as long as practical
- For takeoff, accelerate to gain altitude as quickly as possible without compromising safety.

*These recommendations are not intended to preempt the responsibilities of the Pilot In Command and should be followed as conditions and aircraft ability allow.*



## Please Be Aware of the following Conditions

Hood River airport has an active GLIDER community. Tow planes use a non-conforming pattern and turn right on departure for 25.

Hood River airport is typically a west wind airport and conditions may change quickly.

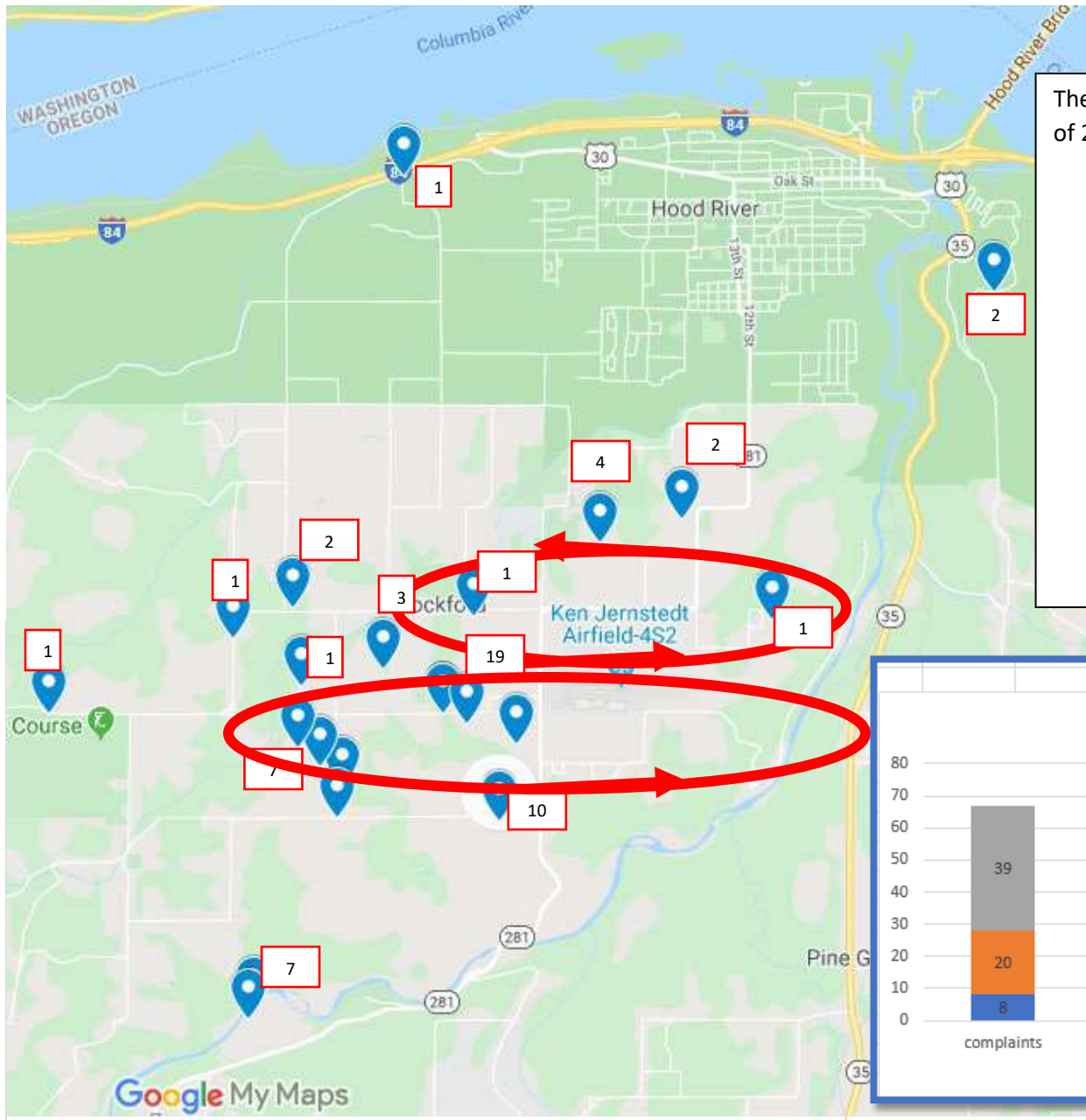
Wildfire operations occur and impact traffic at times.

There is a large population of historic aircraft and tailwheels that utilize this field. Please be courteous of aircraft abilities.

*This program was collaboratively developed by: the local pilot community, non-flying public, the Airport Advisory Committee, local aviation businesses and the Port of Hood River.*

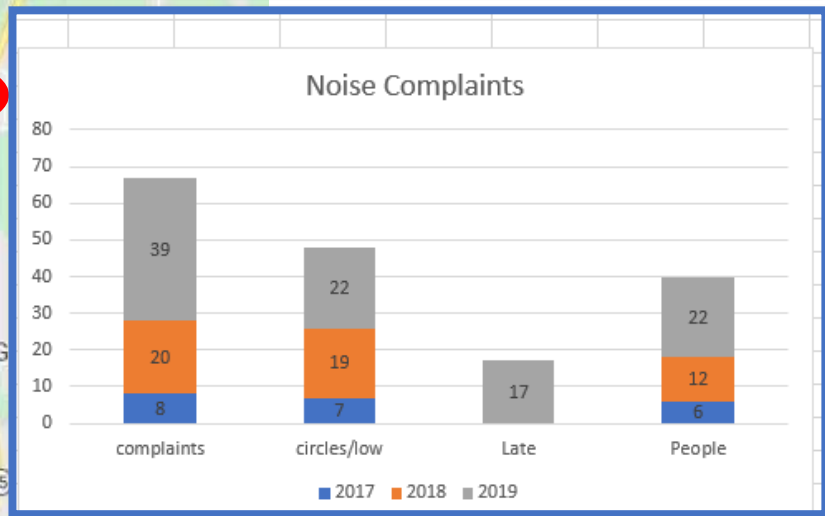


# Noise Complaint Report- 1-2020- DRAFT



The Port began tracking noise complaints in July of 2017 as a result of the Fly Friendly program.

- A total of 67 complaints have been filed since 2017.
- 12 people complained about night noise in 2019 who didn't complain again.
- 3 people made up 30 complaints
- If you take out the night complaints there was a drop in complainers from 12-10 in 2019.
- The majority of the complaints are on take off as aircraft start to accelerate



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# Commission Memo



Prepared by: Anne Medenbach  
 Date: January 14, 2020  
 Re: Connect 6 Project Update

## Summary:

The ODOT-funded ConnectOregon VI (COVI) project is over budget. Per the last engineer's estimate, costs have increased by \$573,272. This cost increase includes design changes made to meet permitting requirements and a general construction cost increased resulting from the three-year time period elapsed from the original budget estimate. Staff has been working on multiple options to fund this cost increase, detailed below.

## Options:

1. Request additional funds from ODOT. Staff requested additional funds directly from ODOT and investigated the possibility of funding through multiple state office and agency sources. ODOT has no additional funds through the Connect program. They do have a loan program that the Port could access at standard terms.
2. Staff requested a reduction of scope for the project from ODOT on December 30. Staff identified the fuel farm as a potential reduction item that is significant (est. \$340,000) and that is not immediately necessary for the project to continue. That item will be bid as an alternate.
  - a. Five local tech companies were interviewed, and their greatest need is industrial space in which to operate, jet fuel is not necessary for their operations.
  - b. The fuel farm location can be "pre-wired" for future development when the funds are identified.
  - c. The airport can continue to operate with the fuel tank in its current location.
  - d. In conversations with ODOT, a scope reduction is possible although not common. Staff expects to know by January 17 if the reduction will be granted.
3. The reduction of scope does not completely fill the gap between project cost overage and what the Port originally budgeted for the match. That gap is estimated at \$234,272. Staff has been working with state legislators to develop a funding request for both this gap and for the fuel farm line item. The goal is to receive a one-time cash grant to address both the funding gap and the fuel farm project.

## Scenarios:

1. ODOT approves the Scope reduction:
  - a. The legislature may come through with funding for the fuel farm and the additional cost gap for 20/21.

- b. The Port can continue to look for funds to install the fuel farm.
  - c. The Port can fund the fuel farm in another FY.
2. ODOT does not approve the Scope reduction:
- a. The legislature may come through with funding that could be used for the fuel farm and the cost gap.
  - b. The Port would need to self-fund the project if legislative funds are not available.
  - c. The Port could cancel the entire project and return grants funds already received of approximately \$250,000.

2016 ODOT Grant Project		2020 Project impacts		Proposed impacts	
Project Budget	\$ 2,166,900.00	Project cost	\$ 2,741,172.00	Project cost	\$ 2,401,172.00
Port Match (37%)	\$ 802,000.00	Port match (50%)	\$ 1,376,272.00	Legislative help	\$ 234,272.00
Grant Award	\$ 1,364,900.00	Grant Award	\$ 1,364,900.00	Grant Award	\$ 1,364,900.00
		<b>2020 asks</b>		<b>Port match (33%)</b>	<b>\$ 802,000.00</b>
		ODOT Scope reduction	\$ 340,000.00		
		Legislative ask	\$ 234,272.00		

**Schedule:**

January 9	Project out to Bid
January 17	ODOT project reduction known
January 21	Mandatory walk through (at this time, we will know how many bidders and what type). Coffman review complete.
February 4	Bids Due. Staff will have an update at the board meeting and will request to issue and Intent to Award
February 18	Contract award
March 1-8	Legislative confirmation of funding

**RECOMMENDATION:** Discussion.

# Commission Memo

Prepared by: Michael McElwee  
Date: January 14, 2020  
Re: Executive Director 19/20 Workplan



---

At the August 20, 2019 meeting, the Commission approved the Executive Director's FY 19/20 Workplan. Attached is a mid-year update of the Workplan. I will make changes to workplan goals and activities for the next six months as directed by the Commission.

**RECOMMENDATION:** Discussion & feedback.

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**EXECUTIVE DIRECTOR  
FY 19/20  
WORK PLAN**  
*Commission Discussion*  
*Mid-Year Update: 1/14/20*

Action:	Expected Completion	Completion
<b>I. AGENCY-WIDE MANAGEMENT</b>		
<i>Goal: Ensure that financial resources continue to be deployed effectively, with a high degree of foresight and in anticipation of future Port needs.</i>		
1. Install hardware and software and demonstrate capability to implement license plate recognition tolling technology at the Toll Booth. <b>Hardware and software installed. Final programming adjustments made. Expect Commission briefing in February.</b>	10/15/19	<b>12/30/19</b>
2. Update the 2014 Strategic Business Plan including a “Fiscal Sustainability Financial Model” anticipating the projected financial and operational performance of the Port assuming different bridge replacement timeframes. <b>Three consultant contracts have been executed—Terry Moore, PageWorks and Enrirolssues. Initial works session held With Commission. Final public survey complete. Schedule complete.</b>	6/30/20	<b>Underway</b>
3. Select and install appropriate software programs to efficiently manage Port properties and projects. <b>Great Plains program plug-in has been selected. Order will be placed for installation in June.</b>	6/30/20	
4. Evaluate the potential to enhance operational efficiencies through collaboration with Hood River Valley Parks & Recreation if approved by the Commission. <b>Status: Contract and IGA executed. Preparation of final draft is underway. Expect Completion by February</b>	11/1/19	<b>Underway</b>
<b>II. REAL ESTATE DEVELOPMENT &amp; PLANNING</b>		
<i>Goal: Create significant, positive momentum toward development of the Port’s Real Estate Portfolio consistent with community objectives and Commission direction.</i>		
1. Work with Commission to obtain specific approval of real estate acquisition and/or development priorities, assuming post-bridge cash flow is a primary goal. <b>Status: Commission work session held. Board direction given for Lower Mill, Airport and land acquisition. Barman site pending further discussion. Lot #1 in limbo.</b>	10/10/19	<b>10/15/19</b>
2. Evaluate options for implementation of Expo Phase II	10/30/19	

Based on existing DDA with Key Development.

**Status:** Negotiations underway with Key Development.

**Several Options to be presented to Commission.**

- 3. Resolve Port role and financial participation in the plan to re-route the downtown/waterfront storm line. 6/30/20  
**Status:** City re-issued RFP for A/E services. Evaluation of LID Options, a key input to financing, is on hold. Unclear if Goal can be achieved per goal schedule.
  
- 4. Confluence Business Park (Lot #1)
  - A. Prepare conceptual options for phased implementation of Infrastructure without of tax increment financing. 10/1/19 **11/17/19**  
**Two options identified and presented to the Commission. Discussion with City Planning director on 1/2/20 Resulted in joint opinion to consider filing new subdivision application and plan.**
  
  - B. Obtain City approval for an extension of the Preliminary Subdivision Plan. 11/15/19 **11/1/19**  
**Approval obtained. However, see 4A above.**
  
  - C. Update the Waterfront traffic model to determine aggregate impacts of recent waterfront development. 12/1/19  
**Status:** Contract/scope preparations underway. Expect Commission review and contract approval at the 1/14/20 meeting.
  
  - ~~D. Prepare a Disposition and Development Policy for Commission review and discussion. 4/1/20~~  
**Status:** Recommend deletion of this goal due to ongoing infrastructure funding challenges. This work is not timely.
  
  - E. **New:** Evaluate subdivision configurations that reflect optimum infrastructure phasing approach. 3/15/20  
**Discuss with Planning Dept. staff and present to the Commission.**
  
  - ~~F. Prepare a City/Port Public Improvement Development Agreement for Commission review. 5/15/20~~  
**Status:** Same as above.
  
- 6. Lower Mill Site
  - A. Prepare final DDA with Wy'east Laboratories for Commission approval. 12/15/19  
**Status:** Final negotiations underway.
  
  - B. Complete construction of access driveway 10/31/19 **11/25/19**

**Project completed by Zeller Excavating.**

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

1. Work with OSMB to reach agreement on approach for long-term upgrades to the Transient Boat Dock area. 12/15/19  
**Status: On hold. Lower priority for completion due to issues of replacement bridge impacts and cost.**
  
2. Evaluate implementation of 2018 Waterfront Parking Plan and recommend changes for summer 2020. 1/30/20 **12/17/19**  
**2019 overview and recommended changes presented at 12/17/19 Commission meeting.**
  
- ~~3. Prepare final plans for upgrades to the Event Site Restroom Block and construct upgrades if approved by Commission. 6/01/20~~  
**Status: Concept plans for expanded entrance cover and changing areas prepared and presented to Commission. Recommend deletion of upgrades due to cost/benefit analysis. Re-consider in future years based on transit use.**
  
4. Complete engineered plans and install new access ramp and connection for existing docks in the Nichols Basin. 5/1/20  
**Status: Plan prepared and schedule outlined. Pending Commission approval for dock purchase.**
  
5. Develop and install an integrated signage plan for the Waterfront trail system. 4/1/20  
**Status: Contracts executed and sign content nearly complete. Expect completion of installation by May 2020.**
  
6. Obtain Commission approval for updates to Ordinance 24 and the Marina Rules & Regulations. 11/1/19 **10/22/19**  
**Reviewed and approved at 10/22/19 Commission meeting.**

**IV. BRIDGE/AIRPORT**  
**Goal: Complete significant transportation improvements to enhance site development and economic development objectives.**

1. Complete evaluation of the concrete approach ramps and identify a specific scope and schedule for repairs. 1/15/20 **12/17/19**  
**Complete. Engineer recommendation is to monitor concrete for salt content and depth and budget funds for spot repairs. Full demo/replacement not expected for several years.**
  
2. Complete underwater inspection of piers #8 and #10 and Identify scope and cost of repairs. 12/15/19 **12/17/19**

**Inspection carried out on 10/16/19 by Cascade Dive Co. Engineer’s initial evaluation and recommendations presented to the Commission on 12/17/19.**

- 3. Bridge Replacement
  - A. Prepare a scope of work and schedule for Implantation of Bridge Replacement Phase II “Pre-Development”. 3/1/19  
**Status: Work underway with WA public partners, consultant team and others. Funding uncertainty is key challenge.**
  - B. Reach 75% completion of the FEIS/NEPA scope being carried out by WSP Engineering. 6/30/20  
**Status: On track to achieve 75% milestone.**
- 4. Complete construction of the Connect VI Project 6/30/20  
**Status: Bid process in January. Decision to proceed will be based on low bid, effort to postpone fuel tank scope and potential other funding sources.**
- 5. Prepare a “Marketing & Development Strategy” and update the Business Plan for the Ken Jernstedt Airfield. 1/15/20  
**Status: Delayed. TO be carried out in conjunction with Preparation of the SBP.**

**V. ECONOMIC DEVELOPMENT**

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

- 1. Assess opportunities for collaboration among local public agencies and non-profits through 1:1 interviews. 3/15/20  
**Status: Ongoing effort. Will also be conjoined with Strategic Business Plan Preparation.**

**VI. COMMUNICATIONS & COMMUNITY RELATIONS**

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

- 1. Update Communications Plan for Commission approval. 3/15/20
- 2. Prepare an updated description of the “Community Support Initiative” for Commission discussion. 5/30/20

**VII. GOVERNANCE & BOARD COMMUNICATIONS**

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

1. Update the board & staff training policy. 02/1/20  
**Status: Delayed. Not a high priority goal.**
2. Continue to implement the existing plan for regular communication and management updates with Commission President and individual Commissioners. Ongoing

## VII. PERSONNEL MANAGEMENT

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

1. Revise/streamline staff performance evaluation forms 5/15/20
2. Complete a modified 360 review of Executive Director performance and present to Personnel Committee. 5/1/20  
**Status: Draft scope and fee proposal being prepared for Commission review and approval by February.**

## VII. NEW OR UNPLANNED INITIATIVES

**Based on new Commission direction or identified need**

1. Evaluate and respond to interest in the use a Port property for a recreational complex.  
**Status: Multiple discussions with Commission, HRVPR staff and HRVPR Board. Decision not to pursue.**
2. Prepare a strategy to respond to Airport noise complaints.  
**Status: Preparation of staff draft strategy underway for discussion with the Commission in February.**
3. Assess environmental conditions on the Jensen property and seek a No Further Action (NFA) determination from the Oregon DEQ. Obtain Insurance funds to cover assessment costs.  
**Status: Outside counsel retained. Insurance coverage for defense identified. Initial site evaluation complete. Contact with DEQ made. Preparation of detailed Environmental characterization complete and expected to be underway in January.**
4. Participate in discussions with multiple public agencies Agencies and determine potential Port role in acquisition Of MHRR assets.  
**Status: Outside counsel retained. Letter of interest for Acquisition submitted on 12/21/19 along with COHR and HRCO.**

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## Hood River – White Salmon

## BRIDGE REPLACEMENT PROJECT

Project Director Report  
January 14, 2020

The following summarizes Bridge Replacement Project activities from Dec. 12-Jan. 9, 2020.

### **FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS) PROGRESS**

Archaeological Survey – Oregon Dept. of Transportation (ODOT)/Federal Hwy. Administration (FHWA) have indicated that they are looking for additional survey work on one key parcel on the Washington side. Negotiations are currently taking place about (1) which sub-consultant is best suited to complete this work, (2) continuing to meet with property owner to gain access to site, and (3) contingency plans if access is not granted. ODOT would like to get the site boundaries set and determine eligibility as part of NEPA process, but it may make more sense to hold off and add it to a future Memo of Agreement closer to construction.

Historic Properties Survey – Project Team will be working with a new sub-consultant to complete the next level surveys on 15 identified properties.

Ethnographic Survey – ODOT has executed the IGA amendment with the Port so the work orders with the Yakama and Warm Spring can be finalized. The Cultural Resources Officer for the Nez Perce is working on getting agency signatures before starting the survey work for that tribe.

Bureau of Indian Affairs (BIA) Easement – Col. River Inter Tribal Fishing Commission (CRITFC) and FHWA legal review of fishing rights related to the preferred alternative (EC-2) crossing the corner of the BIA parcel is pending. ODOT would like to have a good understanding of the law on this matter before meeting with the tribes. Project Team is waiting for ODOT to schedule appointments with the appropriate legal representatives. The BIA real estate officer noted that ultimately tribal consent is not needed for an easement as the property is not in trust, but there are internal political issues that require fishing treaty rights to be fully acknowledged.

Confederated Tribes of the Umatilla Indian Reservation (CTUIR) – Progress has been made in setting appointments with both their Cultural Resources Committee (CRC) and Fish & Wildlife Committee (FWC). These meetings are being facilitated through Federal Hwy formal consultation process and meant to have a meaningful dialogue where the Project Team listens to concerns especially in how the project impacts the treaty fishing access sites. Each tribe has different processes for formal consultation. The Project Team will present to the CRC on Jan. 21<sup>st</sup> and to the FWC on Feb. 11<sup>th</sup>.

Other Tribal Outreach – The Siletz and Grand Ronde tribes have indicated that additional meetings will not be necessary. Roy Watters, ODOT Cultural Resources Officer, is attempting to schedule with the Cowlitz, Yakama, Warm Springs and Nez Perce. This has taken much longer than anticipated.

Biological Assessment (BA) - Now that the work meetings have been pre-scheduled, relationships and communication seem to have improved. The negotiations are making progress on several categories including Best Management Practices (BMPs), bridge foundation construction, pile driving, superstructure construction, demo/removal, Post-project restoration and stormwater. Two more meetings have been scheduled which should make the production of the BA a much smoother process.

### **POST NEPA COORDINATION**

Both the City and County of Hood River have been consulted about convening a six-member Bi-State Committee to learn more about the issues related to Bridge Replacement. There is general interest in being involved. The Project Director is scheduled to present an update to the Hood River County Commission on February 18<sup>th</sup> at 6:00pm and will likely not be able to attend the Port's meeting scheduled for the same evening. Rich McBride currently represents the County on the EISWG. A presentation to the Hood River City Council is scheduled for February 10<sup>th</sup> at 5:00pm Tim Counihan currently represents the City on the EISWG. The next Bi-State Committee meeting will likely convene in late February/early March.

### **LEGISLATIVE DISCUSSION**

Project team met with the Port's Government Affairs consultants, Thorn Run Partners (Oregon) and Boswell Consulting (Washington) on Jan. 10<sup>th</sup>. It appears that Washington state's big push for a transportation package will be during the 2021 legislative session where Oregon's will likely be in 2023. There are also issues related to statute changes in Olympia for tolling, collections, etc. The purpose of the meeting was to find out what is possible and how much detail (i.e. engineering, NEPA) needs to be completed before making a push for funding or statute adjustments.

### **OTHER ITEMS**

- Beginning the development of 4Q 2019 ODOT Reimbursement request.
- Commissioner Chapman and Project Director will attend the Pacific NW Waterways Association conference in Washington DC in March.
- Project Team is planning the next EIS Working Group Meeting for March.
- Received a draft Coast Guard Determination on the proposed channel prism. This is a completed milestone and worth noting. The Determination notes that the EC-1 (farthest west) alternative would not be permitted. The Preferred Alternative is EC-2.

### **MEETING/OUTREACH SCHEDULE**

- BA Technical Work Session #2, Jan. 7
- NEPA Coordination Meeting, Jan. 9
- Project Status Meeting, Jan. 16
- BA Technical Work Session #3, Jan. 21
- CTUIR Cultural Resources Presentation, Pendleton, Jan. 21
- USACE Presentation, Jan. 22
- NEPA Coordination Meeting, Jan. 23



- NEPA Cultural Resources Meeting, Jan. 24
- Project Status Meeting, Jan. 24
- Gorge-ous Nights, Olympia, Feb. 5, Salem, Feb. 19
- Klickitat County Transportation Committee Meeting, Feb. 5
- Hood River City Council Presentation, Feb. 10
- CTUIR Fish & Wildlife Presentation, Pendleton, Feb. 11
- NEPA Coordination Meeting, Feb. 13
- Hood River County Presentation, Feb. 18

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Commander  
Thirteenth Coast Guard District

915 Second Avenue  
Seattle, WA 98174-1067  
Staff Symbol: dpw  
Phone: (206) 220-7282  
Email: steven.m.fischer3@uscg.mil

16591  
January 8, 2020

Kevin Greenwood  
Port of Hood River Bridge Replacement Director  
1000 E. Port Marina Drive  
Hood River, OR 97031  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

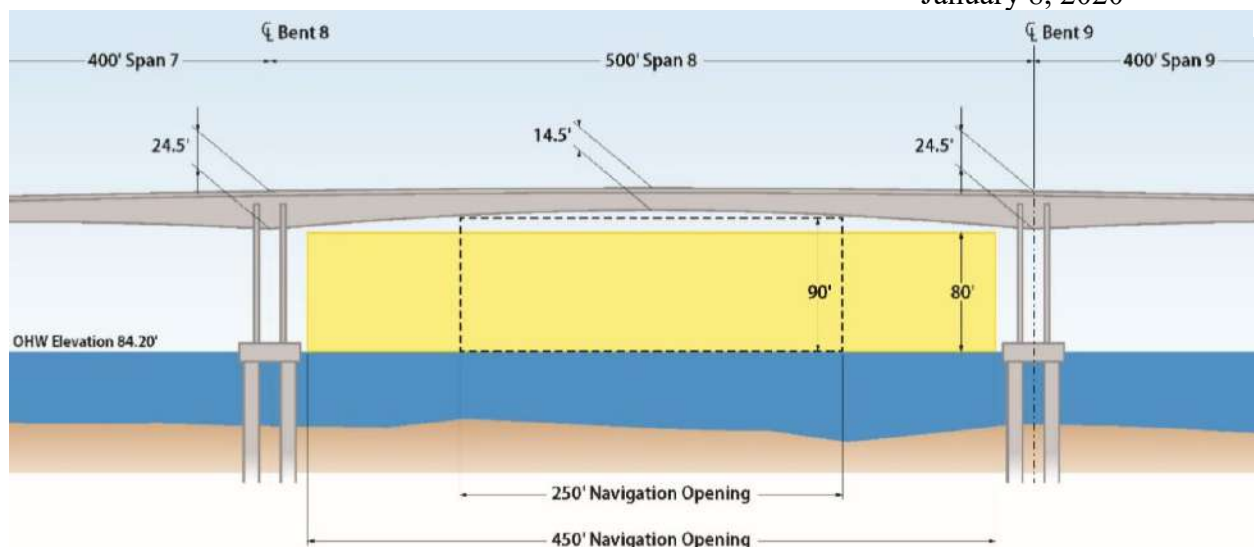
Dear Mr. Greenwood,

The Coast Guard Thirteenth District Bridge Office has made a **Preliminary Navigation Determination** for the Hood River-White Salmon Bridge replacement project (formerly named the State Route 35 [SR 35] Columbia River Crossing Project). The determination is based on reviewing your June 17, 2019 *Navigation Impact Report (NIR)* for the Hood River – White Salmon Bridge Replacement Project, and analyzing the results of a Coast Guard 30 day public notice seeking comment on the Coast Guard intent to issue a Preliminary Navigation Determination (Enclosure 1).

The Hood River-White Salmon Bridge replacement project proposes to construct a replacement fixed height bridge and remove the existing lift bridge over the Columbia River, river mile 169.0, spanning the river between White Salmon City, Klickitat County, Washington and Hood River City, Hood River County, Oregon, at approx. position of 45°43'06.0"N 121°29'42.6"W. U.S. Coast Guard Preliminary navigation clearance requirements are listed in the table below.

<b><u>Preliminary navigation clearance requirements for any proposed fixed level bridge</u></b>
<p><u>Horizontal navigation clearance:</u></p> <p>450 ft. (80 ft. of vertical clearance)</p> <p>250 ft. (at center with 90ft of vertical clearance)</p> <p>See diagram below</p>
<p><u>Vertical navigation clearance:</u></p> <p>90 ft. (at center 250ft horizontal clearance)</p> <p>80 ft. (100ft on either side of the 90ft vertical x 250ft horizontal main channel)</p> <p>See diagram below</p>

January 8, 2020



**Preliminary navigation location requirements for any proposed fixed level bridge**

The proposed bridge alternative EC-1 (see diagram below) would not be Coast Guard permissible as it puts the navigation span closer to a known area of shoaling (aka Hood River Delta). Therefore, the new proposed bridge would need to be located preferable to the east of the current bridge or to the west but in close proximity and parallel of the current bridge.



January 8, 2020

This determination is based on the following facts;

1. Published USCG Guide Clearances for the Columbia river state that for a fixed level bridge (non-drawbridge) from BNRR Bridge at Vancouver river mile 105.6 to Dalles, that a vertical navigation clearance minimum are 135ft and horizontal navigation clearances should be no less the 450ft. The proposed Hood River-White Salmon Bridge would provide a 450-foot horizontal clearance with a vertical clearance of 80 feet above OHWM. Because of the haunched nature of the proposed bridge, additional vertical clearance would be available at the center of the bridge span with a 90-foot vertical clearance and 250-foot horizontal clearance. This meets the published horizontal guide clearance for this section of the Columbia River but does not meet the published minimum vertical guide clearance. At the direction of the Coast Guard, the applicant prepared a detailed Navigation Impact Report (NIR). The NIR and subsequent Coast Guard public notice determined (through mariner feedback) that 90ft of vertical clearance would meet the reasonable needs of navigation.
2. Critical mariner feedback received during the Coast Guard Public Notice that influenced our this Preliminary Navigation Determination were comments from; Tidewater Transportation and Terminal that commented on the location for EC-1 option was too close to shoaling; U.S. Coast District 13 Waterways Management (responsible for Aids to Navigation Cutters) that have a vertical clearance requirement of 90ft; and the Army Corp of Engineers who concurred with the proposed vertical clearance of 90ft.

The final Coast Guard navigation determination will be based on the final bridge designs ability to meet the reasonable needs of current and future navigation, as determined by the Coast Guard. If you have any questions or concerns please call Steve Fischer at (206) 220-7282 or email at [steven.m.fischer3@uscg.mil](mailto:steven.m.fischer3@uscg.mil)

Sincerely,

STEVEN M. FISCHER  
Bridge Administrator  
Thirteenth Coast Guard District  
By direction

Copy: Coast Guard Sector Columbia River, Waterway Management

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## MEMO

**TO:** Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River  
**FROM:** Angela Findley, WSP  
**SUBJECT:** Projected Work through February 15, 2020  
**DATE:** January 9, 2020

---

The following work is projected to occur from January 15 to February 15.

### TASK 1. PROJECT MANAGEMENT

- Coordination with Port, Consultant Team and other agencies
- Invoice for December activities
- Update schedule and schedule change log

### TASK 2. PUBLIC INVOLVEMENT

- Provide support to the Port, as needed
- Begin developing an outreach strategy for tribal members that use the White Salmon Treaty Fishing Access Site

### TASK 5. ENVIRONMENTAL

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, cultural resources, tribal coordination and all other facets of NEPA compliance
- Continue preparing draft biological assessment (BA) to incorporate FHWA and ODOT comments and guidance; participate in multi-agency work sessions to determine the Project's in-water work window(s), conservation measures to apply to construction activities, and stormwater treatment assumptions. Next work session is January 21.
- Complete the analysis of the archaeological fieldwork and coordinate with ODOT on any follow up fieldwork requested; revise and submit a revised draft historic properties inventory summary to ODOT and the Port; finalize the Determination of Eligibility (DOE) for the bridge to address ODOT review comments; and continue preparing the draft cultural resources report. Some delay is occurring on this task as WSP is changing subcontractors for the historic properties work.



- Meet with the Confederated Tribes of the Umatilla Indian Reservation on January 21 and February 11 to obtain input on the Projects impacts to cultural and natural resources as well as the White Salmon Treaty Fishing Access Site. Schedule similar meetings with the Nez Perce, Confederated Tribes of Warm Springs, and Yakama Nation.
- Continue the hold on advancing the Administrative Draft #2 Supplemental Draft EIS until the cultural resources, biological assessment and tribal coordination efforts are further advanced.

#### **TASK 6. ENGINEERING**

- Support the Supplemental Draft EIS production by addressing Requests for Information regarding design.
- Provide additional design and stormwater detail to support the biological assessment.

#### **TASK 7. TRANSPORTATION (TASK COMPLETE)**

#### **TASK 8. PERMIT ASSISTANCE**

- Review the USCG's draft preliminary navigation determination, and confirm receipt of the final preliminary navigation determination.
- Coordinate with the US Army Corps of Engineers (only remaining agency) that is still reviewing permit application for the in-water work associated with geotechnical exploration; address requests for information as needed.





# EIS UPDATE

## BRIDGE REPLACEMENT PROJECT

FEBRUARY 2020

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

### What's new on the project?

- The US Coast Guard is preparing to issue the Preliminary Navigation Determination, which confirms the horizontal and vertical clearances for navigation under the replacement bridge.
- Determining the need for additional cultural resources surveys to refine the results of the prior surveys.
- Continuing coordination with the US Bureau of Indian Affairs to address Project impacts to lands administered by this agency.
- Consulting with Native American tribes on cultural resources, fishing activities, treaty rights, and any other interests identified by the tribes that relate to the Project.
- Submitting the draft biological assessment for technical review by FHWA, ODOT and liaisons to the National Marine Fisheries Service for technical review of Project impacts to threatened and endangered species and habitat and associated proposed conservation measures.

### What are the next steps?

- Determine which cultural resources are potentially eligible to list on the National Register of Historic Properties and prepare findings of effects from the Project on these resources.
- Continue to consult with Native American tribes and other federal agencies, as needed.
- Prepare the draft cultural resources report.
- Integrate cultural and biological baseline conditions, impacts and mitigation into the Supplemental Draft EIS.

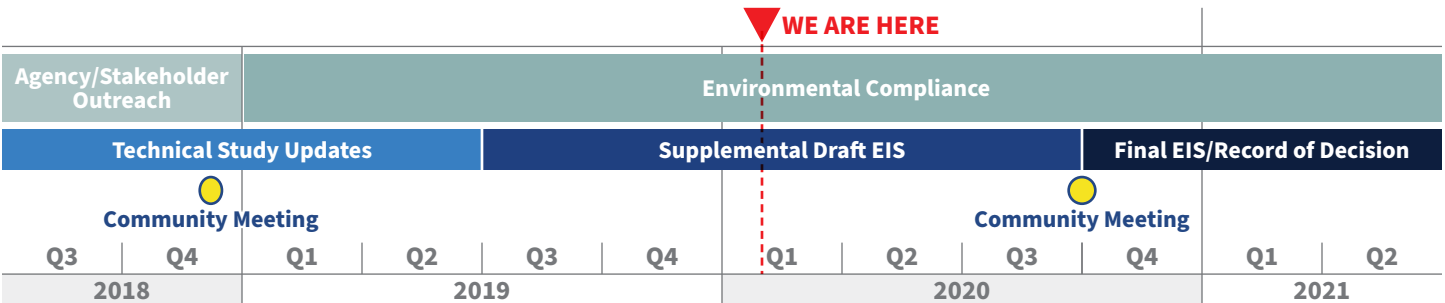


### How would bridge replacement benefit the Columbia River Gorge communities?

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

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

**WE ARE HERE**



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

### PROJECT CONTACT

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

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## Executive Director's Report

January 14, 2020

### Administrative

- The proposed schedule for preparation of the FY 20/21 budget is attached. The key dates for Commission feedback are tied to the Spring Planning Work Session and Budget Committee meeting. Attendance by the full board is optimum for those meetings.
- The joint meeting with the Port of Cascade Locks (POCL) is scheduled for January 30, 2020. A draft agenda is attached for Commission feedback. POCL would also like to offer a pre-meeting tour of their growing industrial park.
- Planning efforts are underway for the 2020 PNWA Mission to Washington, with Commissioner Chapman and Kevin Greenwood scheduled to attend.
- MidColumbia Economic Development District (MCEDD) is conducting the Community Economic Development Strategy (CEDS) process. This is the annual effort to identify a priority list of infrastructure projects. Bridge replacement is priority #1 on the current list and Lot #1 Infrastructure is #6. Staff has recommended maintaining those same Port priorities.
- Thanks to Dash (and Commissioner Meriwether) and Commissioner Everitt for attending the staff holiday party on December 20.

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### Recreation/Marina

- Staff is continuing to collaborate with American Cruise Lines (ACL) to identify potential improvements to the landing area outside the breakwater, to improve convenience and functionality. ACL has expressed interest in providing financial support to help maintain the access road but would also seek a longer term Use Agreement.
- Staff met with Mike Zilis from Walker|Macy and the group coordinating the Steve Gates remembrance project to discuss various concept designs and location. Following execution of a contract amendment, Zilis will prepare more specific concept sketches.
- Staff has received 35 completed Marina leases to date. The Marina has had 11 slips turn over since January 1, 2020 and a total of 17 since January 1, 2019. The waitlist is now down from 55 to 28 people.

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### Development/Property

- A contractor started work on the Pfriem expansion project site on January 7<sup>th</sup>. Staff has been working to assist Pfriem staff through their lengthy and ongoing City permit process.

- Staff is considering various architectural firms to prepare alternative site and building plans for the Lower Mill site. Staff will likely bring a contract to the Commission in February for approval to initiate this work.
  - Electronics Assemblers has completed a renovation of the third floor at the Big 7 Building. This project expanded the employee break area and will improve the company's overall work flow.
  - The roof patch at the Jensen Building has performed well through the recent storm events and the tenant is happy with the work.
  - Mt. Hood Meadows (MHM) indicates that they are very pleased with the first two-weeks of demand for the Event Site skier shuttle buses.
  - Staff is seeking Commission feedback on the format and content of a work session that focuses on goals and objectives for the Barman property. Our recommendation is to have that session prior to the February 4 regular meeting. A draft agenda will be presented at the meeting.
- 

### **Airport**

- Staff is working with tenants to complete full execution of the new T-hangar leases, which have payments due at the end of the month.
  - The access gate for the farm road at the east end of the airport will be ordered soon for installation in February. The road has been experiencing greater use from non-farm related vehicles and the new gate will help deter that behavior. Zeller excavating Inc. has been hired to repair the farm road as weather allows.
  - The Connect VI project was advertised for bid on January 10. The bid deadline is February 4. Staff has submitted a formal request to ODOT to amend the Connect VI grant scope to allow removal of the fuel tanks. We are also working with Thorn Run Partners to seek additional project funding in the 2021 legislative session—attached is a summary staff has prepared.
- 

### **Bridge/Transportation**

- Implementation of electronic tolling on the Bridge of the Gods started January 6, 2020. Fred Kowell will provide an update at the meeting.
- Brown Roofing is making significant progress on replacement of the Toll Plaza roof and siding. This has been a budgeted project for the last three fiscal years. Because of the long time period for ordering the siding and the limited work window on Brown's schedule, I

signed the contract and authorized the work to begin. The Commission will need to ratify the contract at the meeting. Brown has completed the siding replacement, but roof replacement will be delayed until weather conditions improve.

- Over 3,000 l.f. of guardrail was damaged, apparently by a heavy truck, in late December. Staff has assessed the damage and sought a cost estimate from a contractor experienced in these types of projects. The total cost to replace is estimated at \$150,000. Because of the additional risk that a compromised guardrail poses to the bridge structure, staff is consulting with general counsel about pursuing an exemption from competitive bidding.
- Intermittent lane closures on the bridge will occur throughout the day on Monday, January 13 and potentially also on Tuesday morning the 14<sup>th</sup>. The lights on the automatic gates at the lift span are in need of repair/replacement.
- Steve Siegel and I attended a meeting with ODOT, WSDOT, and FHWA on January 8 to discuss the next phases of the bridge replacement project. The primary focus was to determine the degree of interest and type of support from those agencies in future phases.
- A bridge lift to lubricate the lift cables occurred on January 10 in the early morning. The December 24<sup>th</sup> lift did not occur due to concerns about potential impact to travelers.
- Due to a glitch in the BreezeBy software, some customers were erroneously charged twice for toll payments in December and January. Staff and PSquare have resolved the issue, identified all affected accounts, applied refunds, and sent notification to all affected accounts.

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# Port of Hood River FY 20/21 Budget Schedule

DRAFT: January 14, 2020

<i>Task</i>	<i>Lead</i>	<i>Date</i>
<b>Preparation</b>		
• Allocated Labor Matrix	Fred	January 24
• Update 10-Yr. Model	Fred	January 24
• Staff Recommendations	All	February 7
• Draft 20/21 10-Year Model Update	Fred	February 21
• Balancing	Fred	March 15
• Final 10-Year Model	Fred/Michael	March 22
• Spring Planning Packet Completion	All	March 28
<b>Review</b>		
• Spring Planning		April 7
• Budget Committee		May 5
<b>Adoption</b>		
• Budget Hearing		June 2
• Adopt Budget		June 16

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**PORT OF HOOD RIVER & PORT OF CASCADE LOCKS COMMISSIONS  
JOINT MEETING AGENDA  
Thursday, January 30, 2020  
City of Cascade Locks Council Chambers, 140 SW WaNaPa, Cascade Locks**

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**6:00 P.M.  
Joint Session**

**1. Call to Order:**

- a. Pledge of Allegiance
- b. Roll Call
- c. Modifications, additions, and changes to the Agenda
- d. Declaration of potential conflicts of interest

**2. Public Comment (Speakers may be limited to 3 minutes)**

**3. Presentations:**

- |  |                   |
|--|-------------------|
| a. Self-Introductions, background comments | Each Commissioner |
| b. Port Initiative Update POHR, POCL       | Michael, Olga     |
| i. POHR Bridge Replacement update          | Kevin             |
| c. Tolling System Startup update           | Fred/Ryan         |
| d. Title 23 waiver status                  | Mark              |

**4. Discussion:**

- |   |               |
|---|---------------|
| a. Other Possible Joint Ventures                |               |
| b. Real Estate clientele and partnership        | Olga, Anne    |
| c. NSA progress on economic development policy. | Paul Koch     |
| d. Lobbying efforts                             | Michael, Olga |

**5. Wrap Up Comments**

John Everitt, Jess Groves

**6. 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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PORT OF HOOD RIVER  
 AVIATION TECHNOLOGY & EMERGENCY RESPONSE CENTER

**Immediate Funding Request**

Revised, January 3, 2020

**Overview:** The Port of Hood River (Port) owns and operates the Ken Jernstedt Airfield. In 2016 the Port was awarded a Connect VI (COVI) grant to 1) enhance safety and improve capabilities to support emergency response 2) to support our local UAV companies by providing shovel ready ground for hangars and 3) leverage private investment partner dollars to accomplish that construction, thus improving the airport for current and future demand.

The COVI project meshes seamlessly with an FAA Airport Improvement Project (AIP) that will rehabilitate the Airport’s North Ramp at a cost of \$1,800,000. The Port has coordinated the two projects to leverage benefits of both funding partners and has a cohesive plan for execution.

**Challenge:** Prior to applying for the COVI grant, the Port secured a commitment from the FAA for a Categorical Exclusion (CatEx) to fill of a minor wetland. After COVI grant award, the FAA changed direction and required an Environmental Assessment (EA), a NEPA process. This significant change stalled construction for 2.5 years. The Port has successfully completed the EA and secured all Federal, State and local permits for the project and is ready to go to bid. This was a significant undertaking.

The future of the project is in jeopardy. The private investment partner has been lost due to the delay, costs have increased generally and design changes due to permitting requirements have increased costs as well. The Port is now facing a significant increase in match obligation and considering cancelling this important project.

2016 ODOT Grant Project		2020 Need	
Project Budget	\$ 2,166,900.00	Project cost	\$ 2,741,172.00
Port Match (37%)	\$ 802,000.00	Project cost- less Fuel Farm	\$ 2,401,172.00
Grant Award	\$ 1,364,900.00	Port Match (33%)	\$ 802,000.00
		Grant award	\$ 1,364,900.00
		Additional Funding Ask	
		Unfunded project cost	\$ 234,272.00
		Fuel Farm	\$ 340,000.00
			<b>\$ 574,272.00</b>

**Solution:** The Port’s strategy to keep this project moving is two-pronged:

1. Receive a scope reduction from ODOT to remove the fuel farm from the COVI project, amounting to \$340,000. This request was made on December 30, 2019.
2. Request and receive additional funds from the legislature to:
  - a. Complete the fuel farm project
  - b. Reduce the funding gap between the local match and the project increases. Currently that gap is \$234,272.

The Port is seeking additional funds of **\$574,272**. It is unlikely that the Port can overcome this deficit on our own and would need to abandon the project.

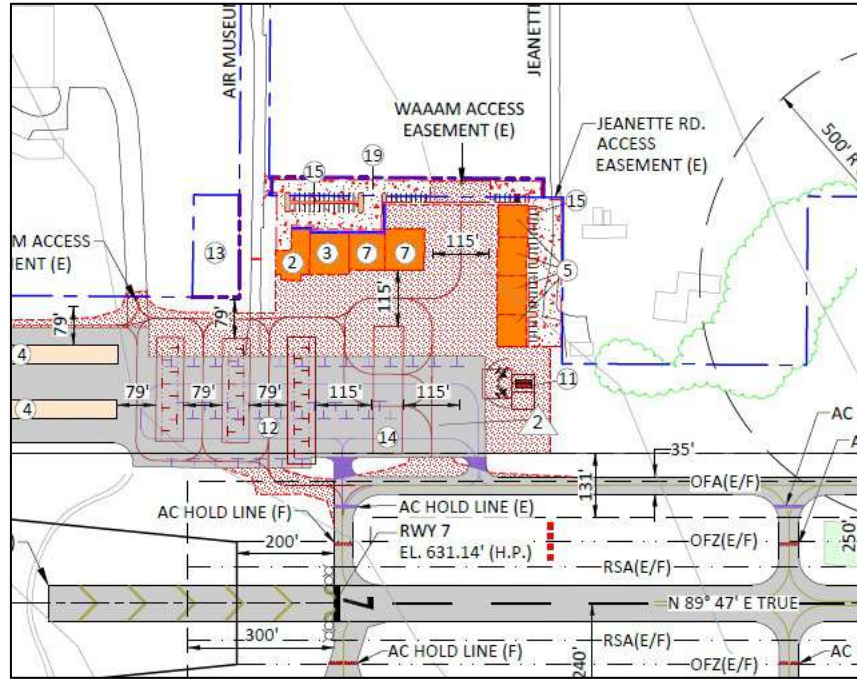


Figure 1: 2019 Airport Layout Plan showing Connect VI Project

Thank you for your consideration of this request.

Contact:

Michael S. McElwee, Executive Director

[mmcelwee@portofhoodriver.com](mailto:mmcelwee@portofhoodriver.com)

(541) 386-1138

# Commission Memo



Prepared by: Fred Kowell  
 Date: January 14, 2020  
 Re: Bridge and Port Liability/Casualty Insurance Renewal

## BRIDGE INSURANCE

The bridge insurance policy renewal, underwritten by ACE USA (American Insurance Company) and brokered by Durham and Bates (of Portland), has increased about 19%, up from \$247,652 to \$295,011. Part of this increase results from having the same premium for three years versus two, as has been the practice in the past. Durham & Bates, as well as Scott Reynier from Columbia Insurance in Hood River will attend the meeting and discuss the market related to bridge insurance and what has taken place nationally as well as worldwide.

The other component of the premium increase results from moving the Loss of Revenue due to an incident from two years to three. It has been difficult to get this additional coverage from ACE, but if an accident were to happen, time would be the risk factor that would need to be utilized.

In the previous year, both our broker and agent have looked at other markets to insure our bridge, but ACE continues to price the premium lower than others. In addition, ACE has been our underwriter for a number of years and holds the largest share of the bridge insurance market. The following features of our policy are very competitive in the market place:

	<b>2019</b>	<b>2020</b>	
Property Damage	\$ 122,128,908	\$ 126,403,420	
Pedestrian Bridge	\$ 664,572	\$ 664,572	
Loss of Revenue	\$ 12,500,000	\$ 18,750,000	1096 Days
Earthquake	\$ 50,000,000	\$ 50,000,000	
Flood	\$ 134,628,908	\$ 145,153,420	

Deductibles

Earthquake	\$	2,000,000	\$	2,000,000
Flood	\$	1,000,000	\$	1,000,000
All Other	\$	250,000	\$	250,000

This policy will be at our option for a three-year period.

**NON-BRIDGE – PROPERTY CASUALTY**

The Port is insured by SDIS (Special Districts Insurance Services) for its property/casualty exposure. This SDIS policy saw an increase of 12%, primarily due to a substantial increase in Materials & Services (M&S) budget regarding the bridge replacement effort. SDIS uses budget as part of their criteria in the development of their premiums. As we have moved forward with our Bridge Replacement efforts, the non-personnel side of our budget has grown, which correlates to some extent to the increase in the SDIS premium.

That said, SDIS did experience an increase in property and liability claims which contributes to this increase as well. Scott Reynier will discuss more in depth some of the issues surrounding the increase in claim activity.

Both Summary Renewals are attached.

**RECOMMENDATION:**

Approve Bridge Insurance Policy underwritten by ACE USA and brokered by Durham & Bates for \$295,011.49 for a three-year term.

Approve SDIS insurance renewal for property/casualty coverage for the Port for \$104,077.

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# Commercial Insurance Proposal

(Effective date of coverage: 1/1/2020-2021)

## Port of Hood River

Presented by: David Hearn

Durham & Bates

720 SW Washington St. Ste 250  
Portland, OR 97205

This presentation summarizes your insurance coverages. This is not a contract. The terms of the policy forms will control the insurance contract without regard to any statement made in this proposal. For specific terms, conditions, limitation and exclusions, please refer to actual coverage documents.

Higher limits may be available.

## Account Service Team

No matter how comprehensive or competitively priced your insurance program is, you still need people to provide ongoing service. The individuals who make up your account servicing team include some of the industry's finest professionals. Our insurance experts know that you expect and deserve the best.

These are the individuals who will be handling your account:

<b>Senior Vice President</b>	<b>David Hearn, CIC</b>
Direct Telephone	(503) 796-1640
Email	davidh@dbates.com

<b>Client Services</b>	<b>Dara Reffitt, AIS, CISR</b>
Direct Telephone	(503) 423-9491
Email	DaraR@dbates.com

<b>Claims Advocate</b>	<b>Becky Karns</b>
Direct Telephone	503-796-1649
Email	beckyk@dbates.com

<b>CEO</b>	<b>Jeremy Andersen</b>
Direct Telephone	503-796-1642
Email	jeremya@dbates.com



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## Important Notices

Our goal is to help you become fully aware of many complicated insurance issues which affect your insurance coverage. Please review the following and feel free to discuss these with your Account Executives.

- Some policies may contain aggregate limits, which are the maximum amount the insurer will pay for all covered claims during each policy term. Higher limits of liability may be available. Please contact us to discuss options available to you.
- In your business transactions you may be asked to sign leases, contracts or other written agreements which may transfer financial obligations to you. We suggest you have your ATTORNEY and ACCOUNTANT review these documents prior to signing them. Be certain to forward copies to this office so we may assist with any insurance requirements to properly address these exposures.
- This proposal is based on exposures to loss that were made known to us. All changes of exposures must be reported by you to ensure proper coverage is in effect.
- Property values such as building or real property, business personal property (previously known as contents), loss of income and extra expense limits used were those presented or authorized by you. Please carefully review these limits for accuracy. The actual cost to rebuild the structure or replace the personal property may exceed the policy limits, especially in circumstances where a catastrophic event has disrupted the normal supply of materials, labor, and resources. The agency makes no assurances or guarantees that the policy limits provided will be adequate to rebuild the structure or replace personal property. If there is doubt about the adequacy of the policy limits, the policyholder should obtain a professional appraisal or obtain the services of a qualified company or builder who is able to provide replacement cost estimates.
- This insurance proposal is prepared for your convenience. It should not be considered an exact or complete analysis of any policies, or legal evidence of insurance.
- "Coverage territory" for all policies is the United States, its territories and possessions, Canada, and Puerto Rico, unless specifically stated.
- Our review of any contract you provide is not a legal review. We may review contracts to provide advice as it applies to insurance and surety requirements. Nothing in this review should be construed as a promise of insurance coverage for any specific claims or circumstances. Construction contracts in particular may have broadly stated indemnification and hold harmless clauses that may not be insured. Contracts should be reviewed and modified by competent legal counsel to reflect variations in local law and the specific circumstances of your contract.
- Durham & Bates Agencies, Inc. has Profit Sharing Agreements with many of our major insurance company partners, which may provide compensation in addition to commissions. These agreements are designed to reward our agency for providing a quality book of business to the insurance company. These agreements are never tied to a specific account, but rather multiple factors are evaluated by the insurer and applied to the entire book of business.
- Durham & Bates Agencies, Inc. also has Profit Sharing Agreements with the premium finance company partners we work with. These lenders may compensate us for assisting our clients in arranging the financing of insurance premiums.

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## Policy Delivery Options

Our goal at Durham and Bates is to exceed your expectations. This means offering you service options that work best for your company. We offer several options for insurance policy delivery.

- 1) ***Durham and Bates 24/7 Client Portal*** - We now offer an enhanced client service experience through our online Client Portal. *Durham and Bates 24/7* offers the most secure access to your insurance policies, endorsements and various other related documents online and in real-time from any computer as well as your iPhone/Android device.\*
- 2) **Email or A Secure Email Link** – Convenient and timely delivery by email or secure link, allowing you to print and/or electronically store the policies and an insurance summary easily. All subsequent endorsements to a policy are delivered electronically via email.
- 3) **USB Flash Drive/Thumb Drive** – We can also provide policies via flash drive; the drive would be delivered or mailed to you and include the insurance summary. All subsequent endorsements to a policy will be delivered electronically via email.
- 4) **3-Ring Binder** – A paper copy of each policy is provided in a standard 3-ring binder, and would include the insurance summary. All subsequent endorsements to a policy will be delivered electronically via email.

Please let us know at your earliest convenience which format works best for you and your company and we will deliver the policies in accordance with your selected method.

### Durham and Bates 24/7 Client Portal

\* *Durham and Bates 24/7* provides you a variety of added services, including:

- Access to your Insurance Policies and related documents
- Print/Reprint Automobile ID cards
- Reprint any previously issued insurance certificate
- Request and/or issue your own insurance certificates
- Report Claims including uploading documents and photos

Please let us know if you are interested in accessing *Durham and Bates 24/7* and we will provide you with a user name and password as well as an easy step-by-step guide.

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## Important Notice Regarding Certificates of Insurance

- A certificate of insurance is evidence of insurance coverage. You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others. Some of these obligations are not covered by insurance. You should review these with competent legal counsel.
- Contracts, leases and agreements you sign may have indemnification and other requirements that cannot be addressed by an insurance policy. We recommend that these be reviewed by you and your legal counsel.
- In addition to providing a Certificate of Insurance, you may be required to name your client or customer on your policy as an Additional Insured. This is possible only with permission of the insurance company and, in some cases, an additional premium.
- There are other consequences including:
  - Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
  - Your policy may provide higher limits than required by contract; your full limits can be exposed to the Additional Insured.
  - There may be conflicts in defense when your insurer has to defend both you and the Additional Insured.
- As your agents, we will obtain or issue certificates of insurance at your request. However, we can only evidence coverage that is included in your policies.
- Please be aware that many insurance contracts will provide automatic Additional Insured coverage to your client or customer only when required in a written and signed contract. Discuss with your broker any situations where you do not have an obligation through a signed written agreement.

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## Terrorism Risk Insurance Act ("TRIA")

TRIA provides for Federal government reinsurance in the event of a certified act of terrorism. TRIA imposes important responsibilities on insurers to make terrorism coverage available in covered commercial lines policies and to disclose to its commercial lines policyholders each time a policy is "offered and renewed" the premium charge for terrorism coverage, the Federal share of terrorism losses, and the aggregate \$100 billion cap on insurer and governmental liability. Covered policies under TRIA include most commercial lines property and casualty policies except commercial auto, burglary and theft, surety, farm owners multi-peril, livestock, and professional liability.

Participating insurers must pay a deductible before federal assistance is available when a loss occurs due to a terrorism act. Deductibles applicable during specific periods are detailed in the TRIA. The program covers aggregate insured losses up to an annual limit of \$100 billion. If it exceeds that amount, the question as to who will pay and to what extent will be decided by Congress. The government may recover the amounts paid by imposing of a surcharge on all policyholders.

An act of terrorism must be certified as a terrorism act by the Treasury Department in concurrence with the Secretary of State and the Attorney General. In order to constitute an act of terrorism, it must be an act of terrorism constituting:

- a violent act or an act that is dangerous to human life, property or infrastructure,
- resultant damage must have occurred within the U.S. or
- If the act occurs outside the U.S., the act must be in an air carrier or vessel or the premises of a U.S. mission.

Only these acts of terrorism are covered in order to make the act applicable.

## Named Insureds

Our Named Insured listings include the following, unless specifically noted on the coverage pages. Please review carefully for accuracy and notify us for needed corrections.

Insured	Interest
Port of Hood River	First Named Insured

Certain responsibilities or duties fall upon the First Named Insured under the proposed insurance Responsibility to pay all premiums, including audit premiums.

- Right to receive all return premiums.
- Ability to cancel policy.
- Ability to request changes to insurance contract.
- Right to receive all correspondence from the insurer, including cancellations and non-renewal notices.
- Right to request claims information from the insurer.
- 

*This policy does not apply to liability arising out of conduct of any partnership or joint venture, past or present, of which the insured is a partner, or member and which is not designated on the policy as a Named Insured.*

## Location Schedule

Loc	Bldg	Address
1	N/A	720 Port Marine Drive

# Inland Marine - Transit (bridge)

Issuing Company	Policy Number	Policy Term
ACE American Insurance Company AM Best Rating:	TBD	1/1/2020 to 1/1/2021

## Named Insureds

Insured	Interest
Port of Hood River	First Named Insured

## Coverages

Description	2019-2020	2020-2021
Policy Form	ACE Engineered Risk Manuscript Form	ACE Engineered Risk Manuscript Form
Description and Location of Property	Lift Bridge spanning the Columbia River from Hood River, OR to White Salmon, WA, abutment to abutment. Also includes the pedestrian bridge abutment to abutment.	Lift Bridge spanning the Columbia River from Hood River, OR to White Salmon, WA, abutment to abutment. Also includes the pedestrian bridge abutment to abutment.
Coverage Territory	The fifty states comprising the United States of America, Including the District of Columbia	The fifty states comprising the United States of America, Including the District of Columbia
Coverages	All Risks of Direct Physical Loss or Damage, Earth Movement, Flood, Named Windstorm, and Boiler & Machinery. Including Loss of Revenue	All Risks of Direct Physical Loss or Damage, Earth Movement, Flood, Named Windstorm, and Boiler & Machinery. Including Loss of Revenue
Coinsurance	None	None
Valuation	REPLACEMENT COST if actually repaired or replaced within 24 months, otherwise ACTUAL CASH VALUE	REPLACEMENT COST if actually repaired or replaced within 24 months, otherwise ACTUAL CASH VALUE
Notice of Cancellation	60 days notice of cancellation except 10 days for nonpayment	60 days notice of cancellation except 10 days for nonpayment
Occurrence Limit of Insurance	\$134,628,908	\$145,453,420

**Coverages – Sub-limits (Sub-limits of insurance are part of, and not in addition to the Occurrence Limit of Insurance. The aggregate sub-limits**

of insurance are the most the insurance company will pay for during the policy period.

<b>Sublimits</b>	<b>2019-2020</b>	<b>2020-2021</b>
Property Damage	\$122,128,908	\$126,403,420
Pedestrian Bridge	\$664,572	\$664,572
Loss of Revenue	\$12,500,000 Period of Indemnity – 730 days	\$18,750,000* Period of Indemnity – 1096 Calendar Days
Debris Removal	Lessor of 25% of Damage or \$2,500,000 Maximum	Lessor of 25% of Damage or \$2,500,000 Maximum
Pollution or Contamination Clean Up	\$100,000 per occurrence and annual aggregate	\$100,000 per occurrence and annual aggregate
Protection Service Charges	\$25,000	\$25,000
Expediting Expenses	\$1,000,000	\$1,000,000
Extra Expense	\$1,000,000	\$1,000,000
Claim Preparation Expenses	\$25,000	\$25,000
Transit	\$1,000,000	\$1,000,000
Off-site Storage	\$1,000,000	\$1,000,000
Earth Movement	\$50,000,000 per occurrence and annual aggregate	\$50,000,000 per occurrence and annual aggregate
Flood	\$134,628,908 per occurrence and annual aggregate ALL FLOOD ZONES	\$145,153,420 per occurrence and annual aggregate ALL FLOOD ZONES
Named Wind Storms	\$134,628,908	\$145,153,420
Equipment Breakdown	\$25,000,000 Any One Accident <b>Sublimits</b> \$12,500,000 Business Interruption \$1,000,000 Extra Expense \$100,000 Expediting Expense \$100,000 Hazardous Substance \$100,000 Water Damage \$100,000 Ammonia Contamination \$100,000 Ordinance or Law \$100,000 Loss Adjustment Expense	\$25,000,000 Any One Accident <b>Sublimits</b> \$18,750,000 Business Interruption \$1,000,000 Extra Expense \$100,000 Expediting Expense \$100,000 Hazardous Substance \$100,000 Water Damage \$100,000 Ammonia Contamination \$100,000 Ordinance or Law \$100,000 Loss Adjustment Expense

**\*Subject to updated Loss of Revenue value documentation**



## Deductibles

Description	2019-2020	2020-2021
Damage caused by or resulting from Earth Movement	\$2,000,000	\$2,000,000
Loss or Damage caused by or resulting from Flood	\$1,000,000	\$1,000,000
Los or damage to Lift Span – all perils except Earth Movement	\$500,000	\$500,000
Loss of Revenue	15 Days, except 7 days for Equipment Breakdown	15 Days, except 7 days for Equipment Breakdown
Extra Expense – Equipment Breakdown Coverage	\$1,000,000	\$1,000,000
All other Covered Losses	\$250,000	\$250,000

## Exclusions

Description	2018-2019	2019-2020
Ordinance or Law	Excluded	Excluded
Asbestos	Excluded	Excluded
Rust, Mold, Mildew, Fungi, Spores, Bacteria, Wet or Dry Rot, Extremes of Temperature or Humidity	Excluded	Excluded
Corrosion, Decay, Deterioration, Erosion, Evaporation, Inherent Vice, Latent Defect, Leakage, Loss of Weight, Marring or Scratching, Shrinkage, Wear & Tear	Excluded	Excluded
Off Premisse Power or Communication Failure	Excluded	Excluded
Settling, Shrinking, Cracking, Expansion or Contraction in Foundations	Excluded	Excluded
Error, Omission or Deficiency in design, plans, specifications, engineering or surveying	Excluded	Excluded
Faulty or defective workmanship, material or supplies	Excluded	Excluded
Nuclear, Biological, Chemical, Radiological	Excluded	Excluded

# Premium Summary

Premium	2019-2020	2020-2021
Approximate Rates (excluding Terrorism)	\$0.1798	\$.1987
Total Property Premiums – Annual	\$242,074	\$288,369
Optional Terrorism Premium	\$12,105 (Declined and Excluded)	\$14,421
Oregon Taxes & Fees (excluding terrorism)	\$5,577.70	\$6,642.49
<b>Total Premium (excluding terrorism &amp; including taxes &amp; fees)</b>	<b>\$247,651.70</b>	<b>\$295,011.49</b>
<b>Minimum Premium</b>	<b>25%</b>	<b>25%</b>
Optional Two Year Term (excluding terrorism & including estimated taxes and fees)*	\$495,303.40 (\$247,651.70 due annually)	\$590,022.98 (\$295,011.49 due annually)
Optional Three Year Term (excluding terrorism & including estimated taxes and fees)*	\$742,955.10 (\$247,651.70 due annually)	\$885,034.47 (\$295,011.49 due annually)

\*Multi Year rate options are guaranteed and can only be adjusted if the net loss ratio of the policy period exceeds 50% and/or the insured makes an acquisition or divestiture of values in excess of \$10,000,000. **In addition, the multiyear policy options contain a 5% margin clause providing that the values rated against do not need to be increased annually, resulting in an effective overall rate decrease.**

The quotes contained in this proposal are valid for 30 days from today or the inception date, whichever is first.

**Coverage is not automatic.** In order to bind, please contact your D&B account team.

## Durham and Bates 24/7 Client Portal

*Durham and Bates 24/7* provides you a variety of added services in real-time, including:

- Access to your Insurance Policies and related documents
- Print/Reprint Automobile ID cards
- Reprint any previously issued insurance certificate
- Request and/or issue your own insurance certificates
- Report Claims including uploading documents and photos

Please let us know if you are interested in accessing *Durham and Bates 24/7* and we will provide you with a user name and password as well as an easy step-by-step guide.



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## Additional Optional Coverages

Although we are not attempting to name every possible coverage, we call your attention to the following coverages which are NOT included in this Insurance Proposal. These coverages may be important to you and may be available upon request.

- Active Shooter Protection
- Aviation Coverage Owned or Non-Owned
- Business Travel Accident – both Domestic & International
- Cyber/Internet Liability
- Directors & Officers Liability
- Drone or Unmanned Aircraft – Liability and Physical Damage
- Earthquake/Earth movement Coverage
- Employment Practices Liability
- Fiduciary Liability
- Flood Coverage
- International Coverage Program
- Mold & Fungus
- Pollution Insurance (including Underground Storage Tank Insurance)
- Product Recall
- Regulatory Business Interruption (Swine Flu and Other Diseases)
- Trade Credit Insurance
- Various Group Benefit Programs – Group Health, Life, Disability, etc.
- Workers' Compensation

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## Your Duties In The Event of a Loss

This is for informational purposes only and this overview provides typical claimant duties and expectations in the event of a loss, claim, lawsuit or any occurrence under the policy. Your policy is the sole determination of coverage and the mutual duties and obligations between you and the insurance company. Nothing on this page or in this document changes your policy in any manner. Please read your insurance policy carefully to understand what actions your insurance company expects you to follow.

- Notify Durham and Bates Agencies to expedite and assist in your claim process.
- Notify the insurance company as soon as possible. Note the time, place and description of the occurrence and the names with points of contact for any injured people and witnesses, including all passengers. Immediately forward copies of any demands, notices, summonses or legal papers received in conjunction with an occurrence.
- Notify the proper authorities. Contact the police in particular for theft or vandalism claims or if the law may have been broken.
- Do not make any statements (oral or written) without insurance company permission. You cannot hinder the insurance company's ability to seek reimbursement for damages from responsible parties, therefore, do not assume any obligation, liability, accept any offer or reward or make any payment, except for necessary first aid or to immediately protect property from further damage.
- Do not abandon your insured property; take all reasonable precautions to protect property immediately after the loss.
- Allow the insurance company to inspect the damaged property prior to repair or disposal.
- Cooperate with the insurance company and their representative(s). Such things as regular communication with the adjustor, answering questions about the occurrence under oath, helping obtain and give evidence, attending hearings and trials and getting witnesses to testify are all generally expected.
- File proof of loss within a set amount of time with the insurance company. This is usually a sworn statement setting forth the interest of the Named Insured and of all others in the property affected, any encumbrances, the value of the property at the time of the loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property.

## A.M. BEST – Rating & Analysis

The objective of Best's rating system is to provide an opinion as to an insurer's financial strength and ability to meet ongoing obligations to policyholders. Their opinions are derived from evaluations of a company's balance sheet strength, operating performance and business profile as compared with Best's quantitative and qualitative standards. These rating classification as shown below:

Rating Classification	Ability
A++, A+	Superior
A, A-	Excellent
B++, B+	Very Good
B, B-	Adequate
C++, C+	Fair
C, C-	Marginal
D	Very Vulnerable
E	State Supervision

"Not Assigned" Classification	Explanations
NA – 1	Special Data Filing
NA – 2	Less than Minimum Size
NA – 3	Insufficient Operating Experience
NA – 4	Rating Procedure Inapplicable
NA – 5	Significant Change
NA – 6	Reinsurance by Unrated Reinsurer
NA – 8	Incomplete Financial Information
NA – 9	Company Request

## Financial Size Categories (FSC)

To enhance the usefulness of their ratings, A.M. Best assigns each company a Financial Size Category (FSC). The FSC is designed to provide the subscriber with a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Many insurance buyers only want to consider buying insurance coverage from companies that they believe have sufficient financial capacity to provide the necessary policy limits to insure their risks. Although companies utilize reinsurance to reduce their net retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity. These categories are as follows:

Class	Range in 000's
I	Up to 1,000
II	1,000 to 2,000
III	2,000 to 5,000
IV	5,000 to 10,000
V	10,000 to 25,000
VI	25,000 to 50,000
VII	50,000 to 100,000
VIII	100,000 to 250,000

Class	Range in 000'S
IX	250,000 to 500,000
X	500,000 to 750,000
XI	750,000 to 1,000,000
XII	1,000,000 to 1,250,000
XIII	1,250,000 to 1,500,000
XIV	1,500,000 to 2,000,000
XV	2,000,000+



**PRELIMINARY RENEWAL SUMMARY**

Date: 27-Nov-19

**Named Participant:** Port of Hood River  
1000 E Port Marina Dr  
Hood River, OR 97031

**Agent:** Columbia River Insurance  
P.O. Box 500  
Hood River, OR 97031-0059

Invoice #	Entity ID	Effective Date	Expiration Date	Invoice Date
35P16164-182	16164	01-Jan-20	31-Dec-20	27-Nov-19

Coverage	Contribution
<b>SDIS Liability Coverage</b>	
Liability Contribution	\$59,307
Less Best Practices Credit	(\$5,931)
Less Multi-Line Discount Credit	(\$1,765)
Adjusted Contribution	\$51,611
<b>Auto Liability (Includes Auto Excess and Auto Supplemental Coverages)</b>	
Auto Contribution	\$3,274
Less Best Practices Credit	(\$341)
Adjusted Contribution	\$2,933
<b>Non-owned and Hired Auto Liability</b>	\$175
<b>Auto Physical Damage</b>	\$1,741
<b>Hired Auto Physical Damage</b>	\$0
<b>Property</b>	
Property Contribution	\$46,183
Less Best Practices Credit	(\$4,811)
Adjusted Contribution	\$41,372
<b>Earthquake</b>	\$5,377
<b>Flood</b>	\$0
<b>Equipment Breakdown / Boiler and Machinery</b>	\$0
<b>Crime</b>	\$868
<b>Total:</b>	<b>\$104,077</b>

**2020 Longevity Credit\*\*:**  
Longevity Credit %: 5.8%  
Longevity Credit: \$5,990

**\*\*Only eligible districts that signed the Longevity Credit and Rate Lock Guarantee Agreement will receive the indicated Longevity Credit Amount.**

**This is not an invoice. This is a preliminary contribution indication only. The official invoice will be produced on January 1, 2020 and will reflect any and all changes made up until that date.**







# Longevity Credit and Rate Lock Agreement

## Port of Hood River

By signing this Agreement the Member agrees to remain a participant in the Special Districts Insurance Services (SDIS) Property and Liability Program from January 1, 2020 to December 31, 2021.

In return for this commitment the SDIS Trust agrees to the following:

1. Provide the Member with a Longevity Credit equal to: **\$11,979**
  - a. Amount to be mailed to the Member in January 2019: \$5,989.50
  - b. Amount to be mailed to the Member in January 2020: \$5,989.50
  
2. A maximum annual rate increase of five percent (5%) for policy year January 1, 2021 – December 31, 2021 based on the Member’s rates for the January 1, 2020 – December 31, 2020

The Member understands that breach of this agreement will require the Member to return the Longevity Credit plus interest to SDIS and will subject the Member to retroactive rate increases above the five percent (5%) maximum Rate Lock Guarantee.

*\* Total contributions assessed may increase more or less than the maximum guaranteed rate for changes in exposures such as the addition of vehicles, purchase of buildings, increase in operating budget or the addition of personnel. The rate guarantee does not apply to Excess Liability, Boiler and Machinery and Crime contributions because these are pass through costs to re-insurance carriers.*

It is so agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Special Districts Insurance Services

Port of Hood River

\_\_\_\_\_  
Authorized Representative (Member)

\_\_\_\_\_  
Print Name and Title



**Special Districts Insurance Services - Policy Year 2019-2020 Comparison Report**

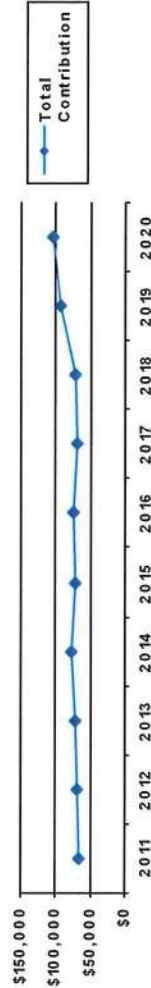
Port of Hood River Columbia River Insurance

The following comparison shows the difference in contributions from the 2019 policy year to the 2020 policy year renewal. The following summary shows the amounts and percentages that have changed from 2019 to 2020. This summary is intended only to give you a general idea of the rating components that influence contributions.

Coverage	Annualized 2019 Contribution	2020 Contribution after rate and best practices changes	Change after rate and best practices changes	% change after rate and best practices changes	Change in Exposures	2020 Contribution after exposure, and all other changes	Total contribution change	Total % contribution change
<b>General Liability</b>	\$48,269	\$43,255	(\$5,014)	-10.39%	See Below	\$51,611	\$3,342	6.92%
<b>Auto Liability</b>	\$2,642	\$2,416	(\$226)	-8.54%	1	\$2,933	\$291	11.01%
<b>Non-Owned Auto Liability</b>	\$150	\$175	\$25	16.67%		\$175	\$25	16.67%
<b>Auto Physical Damage</b>	\$1,483	\$1,455	(\$28)	-1.86%	\$29,753	\$1,741	\$258	17.40%
<b>Non-Owned APD</b>	\$0	\$0	\$0	0.00%		\$0	\$0	0.00%
<b>Property</b>	\$35,185	\$29,116	(\$6,069)	-17.25%	\$5,717,241	\$41,372	\$6,187	17.58%
<b>Earthquake</b>	\$5,124	\$5,380	\$256	5.00%	\$5,717,241	\$5,377	\$253	4.94%
<b>Flood</b>	\$0	\$0	\$0	0.00%	\$5,717,241	\$0	\$0	0.00%
<b>Total</b>	\$92,853	\$81,797	(\$11,056)	<b>-11.91%</b>		\$103,209	\$10,356	11.15%
<b>Pass Through Coverages</b>								
<b>Boiler and Machinery</b>	\$0				\$5,717,241	\$0	\$0	0.00%
<b>Crime</b>	\$327					\$868	\$541	165.44%
<b>Total</b>	\$327					\$868	\$541	165.44%
<b>TOTAL ALL LINES</b>	\$93,180					\$104,077	\$10,897	11.69%

**Longevity Credit:** Amount: \$5,990 % of Contribution: 5.75%  
 See Longevity Credit Memo for details

10-Year Annual Contribution History



**General Liability Exposure Comparison**

Description	Last Year	Current year	Difference
Events/Fundraisers - Alcohol Served	0	6	6
Marina Slips - Number Of	200	165	-35
2018-2019 Budgeted Materials and Supplies *	6,830,850	6,830,850	0
2018-2019 Budgeted Personal Services *	2,584,200	2,584,200	0

\* Auto Liability Exposure = Number of Autos  
 Auto Physical Damage Exposure = Total Insured Automobile Values  
 Property Exposure = Total Insured Property Values  
 Excess Liability = Materials and Supplies + Personal Services  
 Boiler and Machinery = Total Insured Property Values

Loss Ratio	2015-2019 Loss Ratio:	Best Practices % Credit
	14.26%	
	2019	10.00%
	2020	10.00%



# Commission Memo



Prepared by: John Mann  
Date: January 14, 2020  
Re: Nichols Basin Light Watercraft Dock

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At the September 10, 2019 meeting, the Commission reviewed potential improvements to the Nichols Basin Dock and ramp. The Dock is a primary water access point to the Nichols Basin and is heavily utilized by swimmers, kayakers, and SUP users in the summer months. The existing docks and ramp have multiple challenges:

- The docks lack a stout connection to the seawall. They are currently attached using locked chains which must be adjusted in low water conditions.
- The docks are configured in an inefficient 'L' shape. One dock is close to the seawall and underutilized and creates a swimmer 'pinch point'.
- The ramp is short, narrow and steep, especially during low water conditions.

Staff retained structural engineer Bill Marczewski to evaluate different dock configurations and attachment mechanisms and design a new ramp. Staff recommends proceeding with this project to improve safety at the dock.

The first step would require a contract for fabrication of a new aluminum ramp. Staff sought three quotes and received two for this work. The low quote was from Mantle Industries at \$11,362.00. Staff recommends an additional 10% contingency in case of potential changes to ramp details during fabrication. Delivery time is approximately six weeks.

The total cost of all project elements, including fabrication and installation of new dock attachments, a small crane to pick and place the ramp, and diver assistance to re-position the docks, is estimated to be \$22,000. The Port's FY 2019/20 Budget includes \$60,000 for the project.

**RECOMMENDATION:** Authorize contract with Mantle Industries for fabrication and delivery of a new ramp for the Nichols Basin Light Watercraft Dock not to exceed \$12,498.

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# PROPOSAL



**MANTLE INDUSTRIES**

a CMI company

1100 Yew Avenue, Blaine, Washington 98230 360 332-5276

**TO:** Port of Hood River  
1000 E. Port Marina Drive  
Hood River, OR 97031

541 386-1645

12/11/2019

RE: 4 x 22 Gangway Ramp

**ATTENTION:** John Mann

jmann@portofhoodriver.com

We hereby submit specifications and estimates for:

1 ea gangway ramp 4'-1" wide inside of trusses, 3'-6" clear between the handrails by 22'-0" span. The price includes a Warren truss structure designed in accordance with IBC 2015 with a 100psf minimum uniform live load capacity, and L/360 max. deflection, suitable for public or commercial use. Gangway will be constructed of 6061-T6 aluminum. All welding will be performed by certified welders in accordance with AWS D1.1 (steel) and AWS D1.2 (aluminum). Ramp will include a handrail on both sides, full side guard rails to prevent passage of a 4" sphere, 4" toe rails and transition plates with arc-sprayed anti-slip at both ends. Ramp also includes a shore mount with swing links suitable for attachment to a wood or concrete abutment.

Two deck options are offered: 1 ½" square molded FRP grating with anti-slip surface, or Diamondback® extruded aluminum decking with anti-slip ribs.

Stamped engineering drawings and supporting calculations are included. Shipping to Hood River, OR 97031 is also included

Prices are as follows:

Gangway as described above: .....	\$10,084
Deck Options:	
1 ½" square molded FRP: .....	\$1,278
Extruded aluminum: .....	\$2,615

Prices are F.O.B. Hood River, OR 97031. No taxes have been added. This proposal is valid for 30 days. The current lead time is about 6 weeks. Please confirm lead time when ordering.

**We Propose** hereby to furnish material and labor--complete in accordance with above specifications, for the sum of:

As selected above and No/100 Dollars	(\$ as selected above)
--------------------------------------	------------------------

*Payment to be made as follows:*

50% down 3 weeks prior to start of fabrication, 50% on completion. Thank you for the opportunity to quote this project.

Acceptance of Proposal-- The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
Date of Acceptance:

Signature

Signature

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## Commission Memo

Prepared by: Fred Kowell  
Date: January 14, 2020  
Re: Toll Plaza Siding & Roofing – Brown Roofing

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In our current budget is an amount for \$85,000 for the roofing and siding for the toll facility. Port staff has over the last six months tried to get contractors to bid on this project. There has been only one contractor that bid on the contract. Due to the lateness in the calendar year, and with material prices changing, Port staff moved forward with this project.

Normally, Port staff would not have chosen this route, but due to the pricing being close to our original budget estimate, we thought it was prudent to move forward or lose the bid window. The additional amount of the contract over the budget of \$9,565 will be made up in other bridge CIP projects that are coming under budget.

It should be noted that the contractor used anodized materials for siding that would have cost \$8,750 more but due to timing the project at this time of year, allowed for the material increase to be waived.

**RECOMMENDATION:** Ratify contract with Brown Roofing not to exceed \$94,565 for roofing and siding of the toll facility.

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**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT**  
between  
**PORT OF HOOD RIVER, OREGON**  
and  
**Brown Roofing Company.**

**THIS CONTRACT SHALL BE BINDING ON THE PORT  
ONLY IF IT IS SIGNED BY THE AUTHORIZED DESIGNEE**

This Small Construction Contract ("Contract") is made by and between Port of Hood River, Oregon ("Port ") and Brown Roofing Company ("Contractor"). The parties agree as follows:

**Project Title: Toll Plaza Residing and roofing**

**Purpose: To replace all roofing and siding on the Port of Hood River Toll Plaza.**

**Location of Work: 1000 E Port Marina Drive Hood River, OR. 97031**

**CONTRACTOR DATA**

**Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract.** Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

**Full Business Name: Brown Roofing**

**Contact Person: Travis Nelson**

**Address: 3202 W 2<sup>nd</sup> St**

**City, State, ZIP: The Dalles OR 97058**

**Business Telephone: 541-296-6593**

**Fax:**

**Email:**

**Oregon CCB License Number: 72077**

**Contract Amount: \$94,565.00**

**Reduce for man lift provided by others of \$2,855.00 for a contract total of:**

**\$91,710.00**

**\*All information in this contract is subject to public records law.**

**TERMS AND CONDITIONS**

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
  - a. Contract Start Date: 1/5/20
  - b. Anticipated Final Completion Date: 2/20/20
  - c. "Work Time In Calendar Days": 15 working days
2. **Contractor's Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
  - Exhibit A – Statement of Work, Compensation, Payment
  - Exhibit B – Insurance Requirements

- Exhibit C – Certification Statement for Corporation or Independent Contractor
- Exhibit D – Workers’ Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
- Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
- Exhibit F – Request for Quotation
- Exhibit G – Contractor’s Response to Quotation
- Exhibit H – W-9 Taxpayer Identification Number and Certification. To be submitted to Port.
- Exhibit I – ORS Chapter 279C Standard Terms for Public Works
- Exhibit J – ORS Chapter 279B Standard Terms
- Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of Port. Port may withhold such consent for any or no reason. If Port consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Port. This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the Port.
7. **Other Contractors.** Port reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the Port. When requested by Port, Contractor shall coordinate its performance under this Contract with such additional or related work.
8. **Nonperformance.** As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Port, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
9. **Escalation.** Any price or cost adjustments shall be submitted to the Port by the Contractor prior to the time in which such changes are to become effective and work is performed. The Port reserves the right to reject any modifications of the Contract unacceptable to the Port.
10. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
  - a. **Mutual:** Port and Contractor may terminate this Contract at any time by written agreement.
  - b. **Port’s Sole Discretion:** Port in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
  - c. **Breach:** Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. **Contractor Licensing, etc.:** Notwithstanding paragraph 10(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
  - e. **Payment on Early Termination.** Upon termination pursuant to Section 10, “Early Termination,” Port shall pay Contractor as follows:
    1. If Port terminates this Contract for its convenience under Section 10(a) or 10(b), then Port must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Port shall not be liable for any direct, indirect, or consequential damages. Termination by Port shall not constitute a waiver of any other claim Port may have against Contractor.
    2. If Contractor terminates this Contract under Section 10(c) due to Port’s breach, then Port shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
    3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor’s breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.

11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
  - a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.
  - b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
  - c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port.
14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
  - a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
  - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port. Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals.
18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in

the specific instance and for the specific purpose given.

- 20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; status; familial status; economic status or source of income; mental or physical disability or perceived disability; military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
- 21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

**I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR:**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Contractor's Title

\_\_\_\_\_  
Contractor's Printed Name

\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D.

**PORT OF HOOD RIVER, OREGON SIGNATURE**

(This contract shall not be binding on the Port until signed by the appropriate signing authority)

\_\_\_\_\_  
Michael McElwee, Executive Director

\_\_\_\_\_  
Date

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF  
HOOD RIVER, OREGON**

**STATEMENT OF WORK, COMPENSATION, PAYMENT**

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Work will be done at 1000 East Port Marina Dr. Hood River OR, 97031

## Toll Plaza Siding and roofing replacement Project Specifications

### SCOPE AND SPECIFICATIONS OF WORK

- 1) Remove existing siding and haul away to an approved location.
- 2) Install Aluminum Anodized siding in White.
- 3) The Contractor shall use the man lift provided by others for a reduction in the cost of installation of \$2,855.00.
- 4) The Contractor shall provide all tools, equipment and personnel to install the roof and siding at no additional cost to the Port of Hood River.
- 5) This is a prevailing wage contract. It is the Contractors sole responsibility to meet all requirements of a prevailing wage contract. Certified payrolls shall be turned into the Port of Hood River at the closure of this contract.

### Exclusions

- 1) Man lift Provided by Port of Hood River
- 2) Cones and barricades will be provided by the Port of Hood River. Setting these traffic control barriers and rearranging these for the various lane closures are a contractual obligation of the Contractor.
- 3) Electrical, Antennae, camera relocation and repositioning associated with this work shall be done by others.

### Deliverables

- 1) Contractor shall replace all metal siding and flashing on the toll plaza with Aluminum Anodized siding.
- 2) The Contractor shall not install the aluminum siding in weather that will jeopardize the integrity of the installation of the metal or for the safety of the public during installation.
- 3) The Contractor shall work on the Toll Plaza from 9:00pm – 6:00am.
- 4) There are 15 working day associated with this contract. Non-working days shall be documented and approved by the Port of Hood River. Reasons for a non-working day would consist of temperatures to cold for a quality installation of the aluminum siding, or conditions which create a work safety situation for the Contractor and installers.
- 5) Public safety and traffic safety are the sole responsibility of the contractor.
- 6) The Contractor shall leave the work area clean and free of construction debris at the end of every work day.
- 7) The Contractor shall warranty the work and materials for a period of (1) one year.

### **CONTRACT WAGE RATES:**

- This project is subject to prevailing wages.**
- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

**TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$91,710.00**

**INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:**

John Mann  
Port of Hood River  
1000 E. Port Marina Drive  
Hood River, OR, 97031

If submitted electronically, to:

[porthr@gorge.net](mailto:porthr@gorge.net)

If faxed to: (541) 386-1395

**PORT SHALL MAKE PAYMENT TO: Brown Roofing Company**



**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT  
PORT OF HOOD RIVER, OREGON**

**INSURANCE REQUIREMENTS**

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:**

**Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D).

**THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D In lieu of Certificate.

**Professional Liability / Errors & Omissions (E&O)** insurance with a combined single limit of not less than:

\$500,000,  \$1,000,000,  \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of  
 \$500,000,  \$1,000,000,  \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.

Required by Port  Not required by Port

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than:

\$500,000,  \$1,000,000,  \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of  \$500,000,  \$1,000,000,  \$2,000,000. This insurance must include contractual liability coverage.

Required by Port  Not required by Port

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than:

\$500,000,  \$1,000,000,  \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by Port  Not required by Port

**Excess Umbrella Liability** insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:

\$2,000,000,  \$5,000,000, each occurrence with an annual aggregate limit of  \$5,000,000,  \$10,000,000,

Required by Port  Not required by Port

**Builders All-Risk or Installation Floater:** insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor.

This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.

Required by Port  Not required by Port

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

**Certificate(s) of Insurance Required.** Contractor shall furnish current Certificate(s) of Insurance to the Port upon request of the Port. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the Port. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the Port, its agents, officers, and employees are Additional Insured's with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the Port.

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT  
PORT OF HOOD RIVER, OREGON**

**CERTIFICATION STATEMENT FOR CORPORATION  
OR INDEPENDENT CONTRACTOR**

**NOTE: Contractor Must Complete EITHER A OR B below (do NOT sign both):**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

I certify under penalty of perjury that Contractor is a [check one]:

Corporation  Limited Liability Company  Partnership authorized to do business in the State of Oregon.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

OR

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON  
WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

- SOLE PROPRIETOR**
  - Contractor is a sole proprietor, and
  - Contractor has no employees, and
  - Contractor will not hire employees to perform this contract.
- CORPORATION - FOR PROFIT**
  - Contractor's business is incorporated, and
  - All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
  - All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.
- CORPORATION - NONPROFIT**
  - Contractor's business is incorporated as a nonprofit corporation, and
  - Contractor has no employees; all work is performed by volunteers, and
  - Contractor will not hire employees to perform this contract.
- PARTNERSHIP**
  - Contractor is a partnership, and
  - Contractor has no employees, and
  - All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
  - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*
- LIMITED LIABILITY COMPANY**
  - Contractor is a limited liability company, and
  - Contractor has no employees, and
  - All work will be performed by the members; Contractor will not hire employees to perform this contract, and
  - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

**ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE**

\_\_\_\_\_  
Contractor Printed

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Dat

QUOTATION REPORT\*

The Facilities Department's budget contains provisions for purchase of the below-listed item(s)/service. Our recommendation, with supporting justification is included below.

Dated this 16th day of October, 2019.

Item: Reside and Re-roof toll plaza.

SCOPE OF WORK: Replace all metal siding on toll plaza. Replace all metal roofing on toll plaza. This to include soffits. All metal to be anodized in a white color. All tools and equipment required to perform the work with the exception of the Port providing the job lift for the project to save equipment rental costs.

VENDOR/CONTRACTORS CONTACTED:

- |    |  |  |
|----|--|--|
| 1) | Name: Browns Roofing<br>Address: The Dalles OR   | Quoted Price: \$91,710.00<br><u>  X  </u> per letter attached<br><u>      </u> per phone<br><u>      </u> per internet |
| 2) | Name: Best Coast Roofing<br>Address: Portland OR<br>Phone: (971) 229-7969<br>4 calls no response<br>9/2/19, 9/6/19, 9/11/19, 9/12/19   | Quoted Price:<br><u>      </u> per letter attached<br><u>  X  </u> per phone<br><u>      </u> per internet             |
| 3) | Name: Northwest Roof Tech<br>Address: Portland OR<br>Phone: (503)288 - 9652<br>4 calls no response<br>9/2/19, 9/6/19, 9/11/19, 9/12/19 | Quote Price:<br><u>      </u> per letter attached<br><u>  X  </u> per phone<br><u>      </u> per internet              |
| 4) | Name: Cascade Roofing<br>Portland OR<br>Phone: (503) 620-2711<br>4 calls no response<br>9/2/19, 9/6/19, 9/11/19, 9/12/19               | Quote Price:<br><u>      </u> per letter attached<br><u>  X  </u> per phone<br><u>      </u> per internet              |

Quote sheet


I recommend vendor number 1, for the following reasons:

Price   X  , Quality       , Service Record   X  , Best Delivery price

Only Source  X , Best Design \_\_\_\_\_, Availability  X .

Comments; We have contacted 4 Roofing Contractors. We Made attempts to contact them all 4 ti...  
with no response from anyone but Browns Roofing.

Notified the above of approval of this October 16, 2019.

  
\_\_\_\_\_  
Department Head Signature



August 20, 2019

Port of Hood River  
Attn: John Mann  
1000 E. Port Marina Drive  
Hood River, OR 97031

**Proposal**

We hereby submit specifications and estimates for: **Bridge Toll Booth**

- A. Includes prevailing wage rates for sheet metal roofing and sheet metal siding.
- B. Includes permit and man lift equipment\*.
- C. Access building site using OSHA approved safety standards.
- D. Bathroom will be provided. (If you know a place that is best for us to have bathroom placed, please send a map with location marked or a picture of the spot you would like it. It can be emailed to [info@brownroofing.com](mailto:info@brownroofing.com) or texted to 541-980-2606.
- E. Owner will provide logistics needed, such as modification of traffic flows, notices for modified traffic flow, flaggers, etc.
- F. Remove and replace existing metal panel cladding on roofing and siding. Roof design is based on TBC-Ultra panel in .040 Aluminum with standard Kynar finish. Siding is based on 7/8 Corrugated panel in .040 Aluminum with standard Kynar finish. (See option for Anodized for both options).
- G. Install custom metal flashings as needed.

Total This Section - \$94,565.00

Contractor  
Responsibility

**Option:** For Anodized, clear or bronze on both sides, add \$8,750.00

\*Save \$2,855.00 if we can use your man lift (provided it is the right equipment for our needs.)

*Payable as follows: Billed Upon Completion  
Visa & Mastercard Accepted (Add 2% for credit card payment)*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

Authorized Signature Travis Nelson Date August 20, 2019

Travis Nelson

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL-The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

OR CCB # 72077 P.O. Box 1076 \* 3202 W. 2nd Street \* The Dalles, OR 97058  
(541) 296-6593 (800) 466-6593 WA Lic. # BROWNRCO93CR

Exhibit I

 Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON  
STANDARD ORS CHAPTER 279C PUBLIC WORKS CONTRACT TERMS**

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at [www.oregon.gov/boli](http://www.oregon.gov/boli)). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
2. ORS 279C.830: If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act the Contractor must pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830 (1) (d); OAR 839-025-0020(3) (b). The applicable state prevailing wage rates can be found at [www.oregon.gov/boli](http://www.oregon.gov/boli). The applicable federal prevailing wage rates can be found online at [www.wdol.gov](http://www.wdol.gov).
3. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
  - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
  - b. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
4. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
  - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port. Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI's website at [www.oregon.gov/boli](http://www.oregon.gov/boli).
  - b. Notwithstanding ORS 279C.555 or 279C.570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port. The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

Exhibit I

 Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON  
STANDARD ORS CHAPTER 279C PUBLIC WORKS CONTRACT TERMS**

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at [www.oregon.gov/boli](http://www.oregon.gov/boli)). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
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  - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
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  - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port. Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI's website at [www.oregon.gov/boli](http://www.oregon.gov/boli).
  - b. Notwithstanding ORS 279C.555 or 279C.570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port. The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.



SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,  
OREGON

STANDARD ORS CHAPTER 279B GOODS AND SERVICES CONTRACT TERMS –  
APPLICABLE IF NOT A PUBLIC IMPROVEMENT CONTRACT

1. **Maximum hours of labor:** Contractor shall comply with the maximum hours of labor as set forth in ORS 279B.020 and ORS 279B.235.
2. **Contractor Payment Obligations:** the Contractor shall:
  - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
  - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. **Recycling:** If the contract involves for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. **Medical and Workers Compensation:** The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,  
OREGON**

**STANDARD ORS CHAPTER 279C PUBLIC IMPROVEMENT CONTRACT TERMS**

1. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school Port, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
2. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
3. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by Port or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.
4. ORS 279C.520: Contractor must pay daily, weekly weekend, and holiday overtime. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
  - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. For all work performed on Saturday, Sunday, News Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and

days per week that the employees may be required to work ORS 279C.520 (2); OAR 839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

5. ORS 279C.520(1)(b) and (c) (Pay Equity):
  - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.
  - b. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
  - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
  - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port, interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.

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# Commission Memo



Prepared by: Michael McElwee  
Date: January 14, 2020  
Re: Waterfront Traffic Study

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In 2011, the Oregon Department of Transportation (ODOT) completed preparation of an Interchange Area Management Plan (IAMP) for the areas surrounding Exit 63. The IAMP evaluated then current traffic conditions and estimated future traffic growth. When new development and other growth factors were expected to cause a negative impact to area intersections, or to the interstate itself, the IAMP identified specific transportation projects to improve traffic flow.

Since 2011 there has been significant new development on the waterfront causing additional traffic generation. Increased traffic volume has also occurred from greater recreational use. As the Port looks to future development of its waterfront properties, it is important to determine how well the existing transportation infrastructure is accommodating this new growth and, importantly, at what point ODOT will require additional transportation investments before development can occur. This will require an updated traffic model.

DKS Associates was contracted with ODOT to prepare the traffic model for the 2011 IAMP. The firm has significant experience in transportation analysis and assessment and is best positioned to prepare an updated traffic model for the waterfront area. DKS would be contracted to prepare an updated traffic model showing existing conditions, and then use that to assess up to three different future growth scenarios. This future modeling would allow the Commission, for example, to understand the impact of the development of Lot #1 under current zoning or if changes to the underlying zoning occur in the future.

A contract with DKS will be presented for Commission consideration at the meeting.

This is a project on the Executive Director’s FY 2019/20 Work Plan and a budgeted item.

**RECOMMENDATION:** Information.

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# Commission Memo

Prepared by: Michael McElwee  
Date: January 14, 2020  
Re: Guard Rail Replacement Contract  
--Local Contract Review Board Action--



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Severe damage occurred to the guard rail on the Bridge on December 12. Based on inspection of each section, about 3,000 l.f. of guard rail is significantly compromised, resulting in additional risk of severe damage to the vertical rail support structure or containment failure if additional impacts occur. It is important that the guard rail be replaced quickly.

The Port's General Counsel, Jerry Jaques has prepared the attached emergency declaration that would authorize an exemption from normal public bidding requirements to carry out repairs quickly. The Commission will consider this approval acting in its capacity as the Port's Local Contract Review Board.

Based on the detailed inspection and contractor quote, the replacement cost is expected to be between \$150,000 and \$160,000. Funds will need to be moved from another capital project, most likely the Lower Mill Fill Project.

**RECOMMENDATION:** Approve Emergency Declaration and Authorization to Enter into a Contract to Remove Damaged Guardrails and install New Guardrails on the Port's Interstate Bridge.

**EMERGENCY DECLARATION AND AUTHORIZATION TO ENTER INTO A CONTRACT TO REMOVE DAMAGED  
GUARDRAILS AND INSTALL NEW GUARDRAILS ON THE  
HOOD RIVER-WHITE SALMON INTERSTATE BRIDGE**

Whereas, a vehicle or vehicles travelling on the Port of Hood River’s interstate bridge recently damaged bridge guardrails, creating unsafe conditions where the damaged guardrails are located; and,

Whereas, new guardrails must be promptly installed to protect the bridge from damage related to the deficient guardrails, and to protect the safety of persons and protect their vehicles travelling on the bridge in locations where guardrails were damaged; and,

Whereas, the prompt execution of a contract is necessary to replace damaged bridge guardrails to protect the integrity of portions of the bridge and the safety of persons and property crossing the bridge;

**THEREFORE, AN EMERGENCY IS DECLARED BY THE PORT OF HOOD RIVER COMMISSION ACTING IN ITS CAPACITY AS THE PORT OF HOOD RIVER PUBLIC CONTRACT REVIEW BOARD.**

The Port Executive Director is authorized to immediately enter into a contract for replacement of damaged bridge guardrails without following standard public contract procedures when awarding a public contract, and is authorized to award and sign a contract without competition because of extreme necessity requiring prompt action to protect the bridge from possible damage and to protect persons using the bridge from possible injuries or damage to their vehicles.

The Port Commission delegates to the Port Executive Director all necessary authority to enter into a bridge guardrail replacement contract on such terms and for such cost as the Executive Director determines are reasonable and in the best interests of the Port, in the Executive Director’s discretion, without further approvals from the Port of Hood River Commission or Contract Review Board.

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John Everitt, President

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Ben Sheppard, Vice President

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David Meriwether, Secretary

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Kristi Chapman, Treasurer

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Hoby Streich, Commissioner