



## PORT OF HOOD RIVER COMMISSION

### AGENDA

Tuesday, October 17, 2023

Port Conference Room

1000 E. Port Marina Drive, Hood River

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1. Call to Order
  - a. Modifications, Additions to Agenda
  - b. Public Comment (5 minutes per person per subject; 30-minute limit)
  
2. Consent Agenda
  - a. Approve Minutes from the September 19, 2023 Regular Session and September 29, 2023 Special Meeting (*Patty Rosas, Page 3*)
  - b. Approve Lease with Columbia River Acupuncture in the Marina Park #1 Building (*Greg Hagbery, Page 9*)
  - c. Approve Amendment No. 3 to FBO Agreement with Hood Tech Corp., Aero Inc. (*Greg Hagbery, Page 27*)
  - d. Approve Contract with Coffman Engineering in the Amount of \$62,777.20 (*Kevin Greenwood, Page 31*)
  - e. Approve Accounts Payable to Campbell Phillips in the Amount of \$2,185.00 (*Debbie Smith-Wagar, Page 41*)
  
3. Informational Reports
  - a. Bridge Replacement Project Update (*Michael Shannon, Page 45*)
  
4. Presentations & Discussion Items
  - a. Lot 1 Development Traffic Assessment Report, KPFF (*Greg Hagbery, Page 51*)
  - b. Waterfront Parking Year-to-Date Report (*Genevieve Scholl, Page 105*)
  - c. Treaty MOA Potential Loss of Fishing Access During Construction (*Mike Fox, Page 125*)
  - d. Existing Bridge Risk Register Review (*Kevin Greenwood, Page 127*)
  
5. Executive Director Report (*Kevin Greenwood, Page 133*)
  
6. Commissioner, Committee Reports
  - a. Bridge Committee (*Fox/Bieker*)
  - b. Airport Committee (*Bieker*)
    - i. Appoint Doug Knight and Tad McGheer to the Airport Advisory Committee for a Three-Year Term (*Greg Hagbery, Page 153*)
  
7. Action Items
  - a. Approve Grant Agreement with U.S. Economic Development Administration for Waterfront Roads and Utilities Project (*Genevieve Scholl, Page 163*)
  
8. Commission Call

## 9. Confirmation of Commission Directives to Staff

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10. **Executive Session** - If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations.

11. Possible Action

12. Adjourn

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

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

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

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### Regular Session

**PRESENT: Commissioners:** Kristi Chapman, Heather Gehring, Mike Fox, and Tor Bieker. **Legal Counsel:** Kristen Campbell. **Staff:** Kevin Greenwood, Genevieve Scholl, Debbie Smith-Wagar, Greg Hagbery, Daryl Stafford, and Patty Rosas. **HNTB:** Michael Shannon. **Guests:** Katherine Buck, ECONorthwest (via Zoom); and Chris Blakney, ECONorthwest (via Zoom).

**ABSENT:** Ben Sheppard

**MEDIA:** Noah Noteboom, Columbia Gorge News (via Zoom)

**1. CALL TO ORDER:** President Kristi Chapman called the meeting to order at 4:59 p.m.

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

b. **Public Comment:** None

**2. CONSENT AGENDA:**

a. Approve Minutes from September 5, 2023 Regular Session

b. Approve SaaS Agreement with Tyler Technologies for Financial Accounting Software

c. Approve Resolution 2023-24-6 Establishing Monthly Meeting Schedule

d. Approve Accounts Payable to Campbell Phillips in the Amount of \$8,373.00

**Motion:** Move to approve Consent Agenda.

**Move:** Fox

**Second:** Gehring

**Discussion:** None

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

**Absent:** Sheppard

**MOTION CARRIED**

**3. INFORMATIONAL REPORTS:** None

**4. PRESENTATIONS & DISCUSSION ITEMS:**

- a. **Market Analysis Report for Lower Mill Redevelopment Site, ECONorthwest** – Greg Hagbery, Development/Property Manager, introduced Katherine Buck and Chris Blakney from ECONorthwest for a presentation on the Market Analysis for Lower Mill Redevelopment Site Parcels. Blakney discussed the market analysis and highest best use, financial feasibility analysis, and optimal deal structure assessment. Three final recommendations were provided to the Commission. The first recommendation was for the Port of Hood River (“Port”) to develop the space itself. Another recommendation was to stagger the development of the overall site, this would increase the financial feasibility of development. Tax Lot 1015 should be the first building/lot that the Port considers for development. Finally, the Port could sell specific tax lots as part of the phasing strategy. Ground leases are not likely a viable option for the tax lots. A discussion ensued regarding the analysis. Commissioner Mike Fox suggested temporary housing such as an RV Park on Tax Lot 902 to help accommodate the workers for the Bridge Replacement Project. The Commission requested clarity from ECONorthwest on opportunities with the Special Public Works Fund through Business Oregon. The Commission also requested that staff follow up with Hood River County on the feasibility of temporary uses for Tax Lot 902.

- b. **Participation of Legal Counsel at Board Meetings** – Kevin Greenwood, Executive Director, led a group discussion on the best use for legal counsel to help lower legal costs. Greenwood also posed the question of whether legal counsel should attend all board meetings. The discussion concluded with consensus from the Commission to have legal counsel attend all board meetings and revisit this in the next 6-12 months. Staff was also directed to implement an internal process when seeking help from legal counsel and making sure that specific questions are asked.
- 5. EXECUTIVE DIRECTOR REPORT:** Greenwood reported that Special District Association of Oregon (SDAO) is reviewing the Ports Emergency Action Plan and will be working with staff to update the document. Greenwood completed an Emergency and Disaster Preparedness course through SDAO and will be taking additional courses in the future to help implement the plan. Hood River Valley Parks & Recreation (HRVPR) has invited the Port to attend a workshop on October 3 to review the results of a public survey. The Commission was also invited to attend. Representative Blumenauer’s staff will be in Hood River on September 21 to hear various presentations related to the bridge, airport, and other Port properties. Greenwood noted that the Columbia River Keeper will be conducting a Waterfront cleanup on September 30. Greenwood reviewed the agenda items for Fall Planning and requested feedback. Commissioner Fox requested an update on the airport North Apron Memorandum of Understanding (MOU) and asked when the deadline was. Hagbery provided an update and noted that it was still in process. Staff will follow up on the deadline date for the MOU. Commissioner Tor Bieker commented that there are funding opportunities through the Federal Emergency Management Agency (FEMA). Commissioner Bieker added that those funds could be used to build an emergency readiness center at the airport north ramp, and requested that the Commission reserve the option to be able to do something like this in the future. Commissioner Bieker added that the Port could potentially lease part of the development as a hangar. This topic will be added to Fall Planning for further discussion.
- 6. COMMISSIONER, COMMITTEE REPORTS:**
- a. **Hood River County Energy Council (HRCEC)** – Hagbery summarized the HRCEC meeting and reported that they are seeking two additional members. HRCEC is working with the City of Hood River on their Emergency Management Plan and a Resilience Plan. Hagbery added that there is FEMA funding available for development if the project meets their requirements. HRCEC will be providing a decision on which existing spaces are best situated for grant projects.
  - b. **Commissioner Bieker** inquired if there was a lease on the Hoby Streich hangar. Hagbery noted that an extension was granted on the lease while the Fixed Base Operator (FBO) agreement is finalized. A discussion ensued regarding the lease on the hangar. Staff will follow up on the lease.
- 7. ACTION ITEMS:**
- a. **Approve Contract with James Dean Construction for Lower Mill Wetland Mitigation and Site Grading Project.**
    - Motion:** Move to approve contract with James Dean Construction, Inc. for the Lower Mill Wetland Mitigation and Site Grading Project, not to exceed \$246,460.50, subject to legal review.
    - Move:** Bieker
    - Second:** Fox
    - Discussion:** Commissioner Fox posed the question on whether this was the best use of their funds after listening to the Lower Mill presentation. A discussion followed and it was determined that the wetland mitigation was necessary.

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

**8. COMMISSION CALL:** None

**9. CONFIRMATION OF DIRECTIVES:**

- a. ECONorthwest to provide clarity on opportunities with the Special Public Works Fund through Business Oregon.
- b. Staff to follow up with Hood River County on the feasibility of temporary uses for Tax Lot 902 at Lower Mill.
- c. Staff to implement an internal process when seeking help from legal counsel and making sure that specific questions are asked.
- d. Staff to follow up on the deadline date for the North Apron MOU.
- e. Staff to research available funding for emergency readiness center at the airport and add this topic to Fall Planning.
- f. Staff to follow up on the Hoby Streich hangar lease.
- g. Staff to tentatively schedule Fall Planning for November 14 followed by Regular Session.

**10. EXECUTIVE SESSION:** President Kristi Chapman recessed Regular Session at 7:04 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) – Real Property Transactions.

**11. POSSIBLE ACTION:** The Commission was called back into Regular Session at 7:14 p.m. No action was taken as a result of Executive Session.

**12. ADJOURN:** The meeting was adjourned by unanimous consent at 7:15 p.m.

**ATTEST:**

\_\_\_\_\_  
Kristi Chapman, President

\_\_\_\_\_  
Michael Fox, Secretary

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**Special Meeting**

**PRESENT: Commissioners:** Kristi Chapman, Heather Gehring (arrived 11:15 a.m.), Mike Fox, and Ben Sheppard. **Legal Counsel:** None. **Staff:** Kevin Greenwood, Genevieve Scholl, Debbie Smith-Wagar, Greg Hagbery, and Patty Rosas. **HNTB:** None. **Guests:** None.

**ABSENT:** Tor Bieker, Daryl Stafford

**MEDIA:** None

**1. CALL TO ORDER:** President Kristi Chapman called the meeting to order at 11:14 p.m.

**2. ACTION ITEMS:**

- a. **Reappoint Dave Koebel and Margo Dameier to the Airport Advisory Committee for a new 3-year term ending June 30, 2026.**

**Motion:** Move to approve reappointment of Dave Koebel and Margo Dameier to the Airport Advisory Committee for a new 3-year term ending June 30, 2026.

**Move:** Fox

**Second:** Sheppard

**Discussion:** None

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

**Absent:** Bieker

**MOTION CARRIED**

**3. ADJOURN:** The meeting was adjourned by unanimous consent at 11:16 p.m.

**ATTEST:**

\_\_\_\_\_  
Kristi Chapman, President

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Michael Fox, Secretary

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# Commission Memo



Prepared by: Greg Hagbery  
Date: October 17, 2023  
Re: Columbia River Acupuncture Lease

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Columbia River Acupuncture has leased Suite 100 in the Marina Park #1 Building since 2017. The 2017 Lease Agreement has termed out. Columbia River Acupuncture wishes to remain in the Marina #1 Building and continue leasing the space they currently occupy.

The Hood River-White Salmon Bridge project may require the use of space immediately surrounding the Marina Park #1 Building which may present safety concerns and impede access. As such, the new lease agreement has a two-year term and does not include extensions beyond 2025. The Port and Columbia River Acupuncture may negotiate terms of a new Lease beyond 2025 if it is ultimately determined that the Hood River-White Salmon Bridge project will not create safety issues or impede access.

**RECOMMENDATION:** Approve new Lease Agreement with Columbia River Acupuncture in the Marina Park #1 Building.

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**LEASE**

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

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 482 square feet of space in Lessor’s building commonly known as the Marina Park #1 Building (“Building”) located at 700 E. Port Marina Way, Hood River, OR 97031 (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.”

Building Name:	Marina Park #1
Building Address:	700 E. Port Marina Way. Hood River, OR 97031
Lessee Suite/Description:	Suite 100
Leased Area:	482 SF
Rentable Area:	545 SF

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

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **October 18, 2023**, and continuing through **August 31, 2025**. The Hood River-White Salmon Bridge project may require the use of space immediately surrounding the Marina Park #1 Building after 2025 which may present safety concerns and impede access. As such, no Lease extensions are included beyond the Lease termination date. The Port of Hood River and Columbia River Acupuncture may negotiate terms of a new Lease beyond 2025 if it is ultimately determined that the Hood River-White Salmon Bridge project will not create safety issues or impede access.

Effective Date:	October 18, 2023
Lease Expiration Date:	August 31, 2025
Renewal Options:	None
Renewal Notice Requirement:	N/A

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

Load Factor Formula: The total Building square footage is 3,035 SF. The Building Common Area square footage is 738 SF. The total Building square footage divided by the total Building square footage minus the Building Common Area square footage equals the Load Factor. The Marina Park #1 Load Factor is 13%.

Rentable "Area square footage" is the Leased Premises square footage (482 SF) times the Load Factor (13%).  $482 * 1.13 = 545$ . The Rentable Area square footage used to calculate Rent as defined below, is **545 SF**.

**5. Rent**

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

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

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
100	545 SF	\$1.76	\$959.20

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

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

**5.3 Additional Rent Calculation.**

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
545	\$0.60	\$327.00

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

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

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

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

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

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

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

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

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

**5.3.2 Taxes and Assessments.** Lessee shall pay its proportionate share of all actual assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building, Building Common Areas and Building Exterior Areas and the property on which

those sit, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

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

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

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

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

Lessee with information Lessor has used to determine the fair market monthly Base Rent amount, in Lessor's opinion. If Lessee exercises Lessee's option to renew the Lease the fair market monthly Base Rent amount established by Lessor will be payable by Lessee beginning on the first day of the renewal term. The foregoing notwithstanding, if Lessee is dissatisfied with or has questions about the fair market monthly Base Rent amount Lessor will charge Lessee beginning at the renewal term, Lessee may discuss the matter with Lessor prior to exercising Lessee's option to renew the Lease. Lessor may agree to change the monthly Base Rent amount payable beginning of the renewal term, or not, in Lessor's discretion. If Lessor agrees to change the monthly Base Rent amount beginning at the renewal term, that agreement must be in writing signed by Lessee and Lessor.

- 5.3.5** **Late Charge; Interest.** Rent not paid when due shall bear interest until paid the rate of twelve percent (12%) per annum from the due date until paid. Lessor may impose a late charge of five percent (5%) of the overdue payment (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease.
- 6.** **Building Common Areas and Building Exterior Areas.** Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use and benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit A". Use of available Building Common Areas and Building Exterior Areas shall be subject to compatible, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.
- 6.1** **Building Exterior Areas.** Include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants as shown in the attached Exhibit B.
- 6.2** **Building Common Areas.** Include: interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators.
- 7.** **Parking.** Lessee may park vehicles in Building Exterior Areas designated by Lessor for vehicle parking when parking spaces are available. As part of this Lease Lessee may also park vehicles in

ten (10) designated parking spaces located North of the building. Lessor shall have no obligation to monitor parking or enforce parking restrictions associated with Lessee's designated parking spaces.

- 8. Maintenance and Repair.** Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. Lessee shall pay a proportional share (based on its Rentable Area square footage) share of the cost of Lessor maintenance and repair activities as Additional Rent.

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

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

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



## **9. Indemnification and Insurance**

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

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

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

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

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

**9.3 Waiver of Claims and Subrogation.** Lessor and Lessee each hereby releases and waives any and all rights to recover from or proceed against the other Party and its employees, agents

and contractors, for loss or damage to any property of the releasing Party or any person claiming through the releasing Party arising from any of the risks covered by property insurance maintained or required under this Lease to be maintained by the releasing Party under this Lease. Lessor and Lessee shall each cause their insurance policies to contain a waiver of subrogation provision consistent with the foregoing. The above waiver of claims and subrogation applies whether or not there are any deductibles or self-insurance.

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

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

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

**11. Lessee Alterations.** Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the

Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor. Under any circumstance, Lessee agrees to only contract with a Lessor-approved contractor for the performance of such alterations and obtain all necessary governmental permits and approvals and deliver copies thereof to Lessor and pay the full cost for such alterations, additions, or improvements. Lessor may, in its sole discretion, require that Lessee remove any such alterations, wiring, cables or conduit installed by or for Lessee after the Lease Commencement Date and restore the Property to good condition and repair upon expiration or earlier termination of this Lease. All work in the Property by or at Lessee's request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Property or Lessee's interest in the Property as a result of any work performed by or at Lessee's request. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

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

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

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

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair

the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty-four (24) hours oral notice (without notice to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same pursuant to Section 8 of this Lease within thirty (30) calendar days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

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

**16. Hazardous Materials.** Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Property, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's Courthouse operations and maintenance that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good environmental practices. Lessee covenants to remove from the Property, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment by Lessee, its agents, employees or invitees during the Term of Lease. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's Commissioners, officers, agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials on, in, or about the Property which occurs during the Term of Lease. Lessor hereby agrees to indemnify, defend, protect and hold harmless Lessee, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly from the use, storage, disposal, release or presence of Hazardous Materials by Lessor, its agents, employees, or contractors on, in or about the Property. Lessee shall promptly notify Lessor of any release of Hazardous Materials in, on, or about the Property

that Lessee, or Lessee's agents or employees, becomes aware of during the Term of Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

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

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

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

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

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

**22. Default.** Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Lessee shall fail to comply with any term

or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder.

### **23. Remedies on Default.**

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

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

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

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

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

**24. Landlord's Lien.** In addition to any statutory landlord's lien and in order to secure payment of the Rent and all other sums payable hereunder by Lessor, and to secure payment of any loss, cost or damage which Lessor may suffer by reason of Lessee's breach of this Agreement, Lessee hereby grants unto Lessor, to the maximum extent permitted by Applicable Law, a security interest in and an express contractual lien upon Lessee's Personal Property (except motor

vehicles); and such Lessee's Personal Property shall not be removed from the Property at any time when an Event of Default has occurred and is continuing. The security interest herein granted is in addition to any statutory lien for the Rent.

Subordination, Attornment and Non-Disturbance. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Property (collectively, the "Encumbrances"). Lessee shall execute all documents requested by Lessor or the holder of an Encumbrance to confirm such subordination within ten (10) days after request therefor provided the holder of that Encumbrance recognizes Lessee's rights under this Lease unless Lessee is in default beyond any applicable cure period and provided that all such documents are provided both to Lessee's Notice Address.

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

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

**27. Governing Law and Dispute Resolution.** This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, action, counterclaim, or other proceeding ("Claim"), including any bankruptcy proceeding, instituted by either Party against the other in connection with any controversy arising out of this Lease or the Property shall be brought and conducted within the Circuit Court of Hood River County for the State of Oregon. Any dispute involving this Lease may be resolved by court action or, in the alternative, mediation if both parties agree to mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties, the dispute shall be resolved by arbitration. Any

arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney’s fees and costs and disbursements incident thereto. If either Party engages a collection agency to pursue any delinquent amounts owed by the other Party, whether under the terms of this Lease or pursuant to a court judgment or other decree, the owing Party shall pay, in addition to all amounts payable under this Lease or pursuant to the court judgment or other decree, all collection agency fees charged to the collecting Party and all attorney fees incurred by the collecting Party in performance of such collection.

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

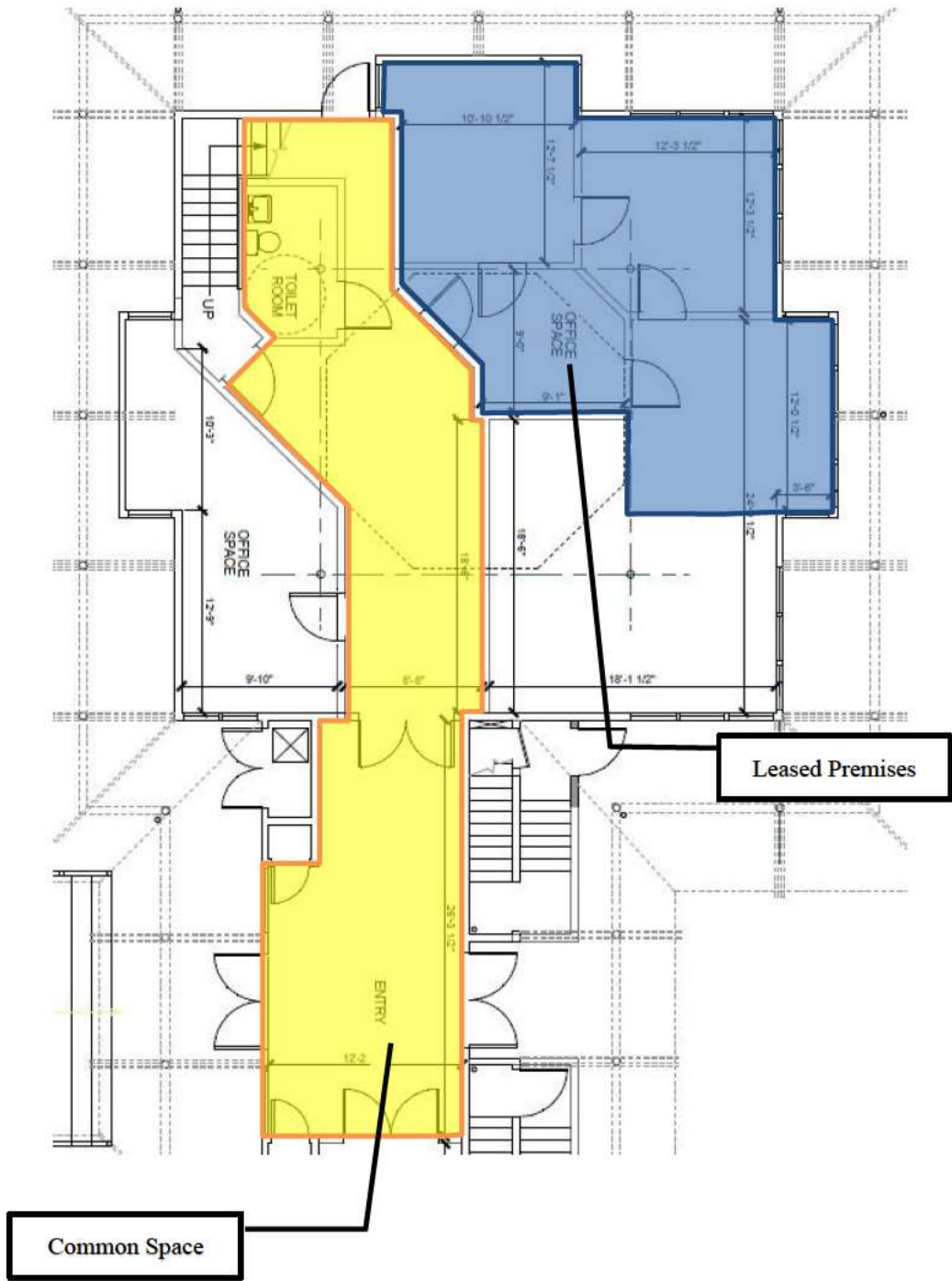
**29. Authority to Execute.** The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

Lessee:		Lessor:	Port of Hood River
Signed:	_____	Signed:	_____
By:	Susan Froehlich	By:	Kevin Greenwood
Its:	Owner	Its:	Executive Director
Address:	700 E. Port Marina Drive. # 100 Hood River, OR 97031	Address:	1000 E. Port Marina Drive Hood River, OR 97031
Email/phone:	<a href="mailto:susfro@yahoo.com">susfro@yahoo.com</a> (541) 806-6767	Email/phone:	<a href="mailto:kgreenwood@portofhoodriver.com">kgreenwood@portofhoodriver.com</a> (541) 386-1645



### Exhibit A LEASED PREMISES AND COMMON AREAS



**Exhibit B  
BUILDING EXTERIOR AREAS**



# Commission Memo



Prepared by: Greg Hagbery  
Date: October 17, 2023  
Re: FBO Agreement – Amendment No. 3

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On August 1, 2021, the Port of Hood River and Hood Tech Corp., Aero Inc, (“Hood Aero”) executed a Fixed Based Operator (“FBO”) Agreement to manage FBO operations at the Ken Jernstedt Airfield.

As the FBO, Hood Aero provides services to the aviation community on behalf of the Port. Services include, aircraft maintenance, flight training, retail fuel dispensing and line services, courtesy vehicle, NOTAMs recordings and messages, as well as maintaining the FBO for public use providing fully equipped restroom facility, snacks and beverages for sale and an interior space for public meeting and gathering.

The initial term of the FBO Agreement has expired. Hood Tech adequately informed the Port of the desire to execute the three (3) year extension afforded through Section 1 of the Agreement.

In August of 2023, a second Amendment to the agreement extended the original Agreement for three (3) months to provide adequate time to negotiate and consider additional items to such as fuel flowage fees, additional leased space, landscape maintenance contracts and the ability to vacate the currently leased spaces to occupy a new FBO building and hangar space on the North Apron should those structures be constructed.

To simplify the FBO agreement extension, the additional space sought to lease (Hoby Streich Hangar) and the landscape maintenance contract are not included in this Amendment and will be presented to the Commission in separate agreements once finalized.

This Amendment does include an increased flowage fee from \$0.5/gal to \$0.10/gal, which matches flowage rates at neighboring airports. The Amendment also includes an option to vacate the existing spaces Hood Aero occupies if/when a new FBO building is constructed on the North Apron.

**RECOMMENDATION:** Approve Amendment No. 3 to the FBO Agreement with Hood Tech Corp., Aero Inc.

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## AMENDMENT NO. 3 TO FIXED BASE OPERATOR AGREEMENT

**Whereas**, the Port of Hood River ("Port") and Hood Tech Corp., Aero Inc., ("FBO") executed a Fixed Base Operator Agreement effective August 1, 2021 ("Agreement"); and,

**Whereas**, in March of 2022, the Port and FBO negotiated an Amendment No.1 to the Agreement to address a mutually agreeable approach to purchasing and maintaining fuel for the new fuel tank, portal access, transaction reporting, fuel price adjustments, flowage fees, Port and FBO rights to receive fuel payments and other operational matters; and

**Whereas**, Per Amendment No.1, Section 5.1 of the Agreement was deleted in its entirety and replaced with the following:

### 5.1 New AV Gas Tank & Card Reader

- A. Port will install a new fuel tank, fuel dispensing apparatus and electronic card reader system to be managed by the Port through a web-based portal, to accommodate self-service fuel dispensing ("Fueling System") on the North Ramp, which is expected to be operational by summer 2022.
- B. When the new Fueling System is operational, the Port will transfer fuel data from Siteminder, the QTpod's web-based fuel terminal control software, to Atlas, FBO's business operations software system. Port will retain administrative control over the Siteminder system at all times. Fueling transaction reports and other records will be provided by Port to FBO upon request or as needed for tracking fuel sales, setting fuel prices and other tasks from the Siteminder fuel management software system. FBO shall have responsibility for purchasing bulk fuel and maintaining tank fuel level. FBO shall set fuel price and Port will make appropriate adjustments within Siteminder. Port shall invoice FBO on or after the tenth (10th) day of each month for flowage fees incurred during the immediately preceding month. FBO will make payment therefor, by check on or before the twenty-fifth (25th) day after receipt of each invoice.
- C. Port will charge FBO a flowage fee of five cents (\$0.05) per gallon of fuel sold. The flowage fee will increase by one cent (\$0.01) for each twenty thousand (20,000) gallons sold, up to but not to exceed (\$0.08) per gallon. FBO will not be charged a flowage fee for fueling transactions for FBO's owned aircraft.

**Whereas**, In August of 2023, an Amendment No.2 extended the Agreement term by three (3) months.

**Whereas**, Per Section 1 of the Agreement, Hood Aero wishes to execute a three (3) year extension to the Agreement.

**Whereas**, The Parties agree to increase the flowage fee set in Amendment to more accurately align with regional market rates.

**Whereas**, FBO desires to have the option to relocate operations to newly constructed FBO building on the North Apron.

**Therefore**, Lessor and Lessee agree as follows:

1. Pursuant to section 1 of the Agreement, the Agreement term shall be renewed and extended for an additional three (3) year term and the Agreement shall remain in effect through July 31, 2026.
2. Port will charge a flowage fee of \$.10 per gallon of fuel sold. The flowage fee will increase by 0.01 per gallon for each twenty thousand (20,000) gallons sold up to, but not to exceed, \$.13 per gallon.
3. FBO shall have the option to relocate existing operations, at its sole cost, to a newly constructed FBO building on the North Apron if construction of the facility is completed during the term of this Agreement. This provision in no way obligates the Port to construct such facility. Should the FBO exercise this option, prior to the relocation, the Parties shall work together to agree, in writing, on the terms applicable to such relocation including, but not limited to, the timing, the amount of space, revised insurance provisions, and what else could come up at that time.

Except as modified by Amendment No.1, Amendment No.2, and this Amendment No.3, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

By: \_\_\_\_\_  
Kevin Greenwood, Port of Hood River, Executive Director

By: \_\_\_\_\_  
Andreas von Flotow, Hood Aero, Inc., President

# Commission Memo

Prepared by: Kevin Greenwood  
Date: October 17, 2023  
Re: Coffman Engineering for Bridge Work



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The Internal Bridge Committee has met twice now and staff recommends that, as part of the risk register exercise, the Port contract with Coffman Engineering to review the lift span guardrail, analyze the spacing of structural members and rail posts, and the risk of damage to the lightweight railing.

In addition, HNTB's geotechnical work has discovered that the current piles of the bridge are grounded into a level of gravel. The boring equipment actually drilled through that gravel layer and dropped for another 40-ft. before hitting bedrock. These new findings were not accounted for in the recent Scour Evaluation concluded earlier this summer. This contract would allow Coffman Engineering to update the report based upon preliminary findings from the geotechnical data. HNTB would submit the updated scour report to the federal agencies as an appendix to the grant application. The new findings will likely increase the success of the application as many of the current Oregon piers are not grounded on bed rock.

**RECOMMENDATION:** Approve Contract with Coffman Engineering for engineering services related to risk register for the bridge, not to exceed \$62,777.20 plus reasonable reimbursable expenses.

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**Personal Services Contract**

1. This Contract is entered into between the Port of Hood River ("Port") and Coffman Engineers, Inc. ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed \$ 62,777.20 Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through Dec. 31, 2024. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent activities or wrongful misconduct of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

**Contractor:**

**Port of Hood River**

Signed: \_\_\_\_\_  
 Title: Dave Peden, Principal  
 Date: Oct. 12, 2023  
 Address: 10 N. Post St., Suite 500, Spokane, WA 99201  
 Phone/Email: (509) 328-2994; dave.peden@coffman.com

Signed: \_\_\_\_\_  
 Title: Kevin M. Greenwood, Executive Director  
 Date: \_\_\_\_\_  
 Address: 1000 E. Port Marina Drive, Hood River, OR 97031  
 Phone/Email: (541) 386-1645 [porthr@gorge.net](mailto:porthr@gorge.net)

**Personal Services Contract  
Exhibit A**

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**I. SCOPE OF WORK:**

From time to time, the Port anticipates the need to retain engineering consulting services for assistance with various projects on various properties include: planning, review and implementation of projects on the Hood River Bridge. This contract establishes a master services agreement that may be executed in multiple counterparts on a task order basis.

For each task, the Port will provide the Consultant with a specific Scope of Work and estimated budget. Consultant will provide services on a time and materials basis based on the current rate schedule attached as Exhibit C.

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**II. DELIVERABLES AND TIMEFRAME:**

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

The due dates for the deliverable(s) shall be: project dependent

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**III. CONSIDERATION:**

Hourly rates under this Contract shall coincide with the rate schedule attached as Exhibit D.

Reimbursables under this Contract shall be standard reimbursable listed "expense charges" in Exhibit C.

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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
- Description of reimbursable items

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

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

**Personal Services Contract  
Exhibit B**

**INSURANCE**

**Contractors, please send this to your insurance agent immediately.**

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

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

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

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

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

x Required and attached      Waived by Finance Manager \_\_\_\_\_

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

x Required and attached      Waived by Finance Manager \_\_\_\_\_

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

x Required and attached      Waived by Finance Manager \_\_\_\_\_

- 5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract.

**The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured** but only with respect to the Contractor's services to be provided under this Contract.

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30-day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River). 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.



October 12, 2023

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

Project: HOOD RIVER/WHITE SALMON INTERSTATE BRIDGE  
Hood River, Oregon

Subject: Bridge Consulting Services Fee Proposal

Dear Kevin:

I am pleased to submit this proposal for bridge consulting services to assist you with a guardrail and scour evaluation update tasks for the bridge. Below is our scope and fee proposal, which is based on the information we discussed and on the scope of services as described below.

**PROJECT DESCRIPTION/SCOPE OF SERVICES:** We propose the following items for the review, assessment, and recommendations for the selected task:

**1. Review Lift Span Guardrail & Develop Concepts for Retrofit:**

- a. The existing guardrail on the lift span (span #11) is a lightweight construction. The Port is seeking to improve the functionality of the rail on this span in consideration of balancing the span weight and impact to the mechanical lift system.
- b. Site visit to verify as-built details and additional insight.
- c. Develop up to three rail retrofit options that will improve the performance of the bridge rail system on the lift span. Design will be consistent with industry accepted crash tested flexible bridge rail systems.
- d. Analyze the existing lift span (span 11) guardrail details and supporting steel post to determine a likely vehicle impact strength. Compare that strength to current design load criteria and establish the relative strength of a new guardrail concept.
- e. Assess the change in weight of the lift span as a result of the options defined for guardrail retrofit.
- f. Coordinate the conceptual options into a memo for the Port of Hood River to review and select their preferred option.

**Assumptions:**

- The PS&E for the selected option will be addressed in task 3 below.
- Weight impacts will be coordinated with WJE or selected knowledgeable mechanical firm in determining limits of acceptable additional weight placed on the lift span and a plan to implement span balancing.

- Rail systems proposed will be consistent with the design level and details of the existing bridge rails on the approach spans.

## 2. **Review Geotechnical Report for New Bridge**

The Port is receiving a new geotechnical report in conjunction with the design of the replacement for the Hood River/White Salmon bridge. This report has determined more specific soil parameters and details related to the location of the bedrock in this vicinity. The Port would like this new information, which was unavailable at the time of the Scour Evaluation Report development, to be used in further assessment of the bridges scour potential.

We propose the following tasks for the review, assessment, and recommendations for the selected task:

- a. Review the new geotechnical for material types and bedrock elevations and associate those details in assessing the scour susceptibility of the existing bridge foundations.
- b. Update the Scour Evaluation to reflect the parameters of the new details.
- c. If necessary, develop a scour plan of action withing FHWA definition.

Assumptions: The geotechnical report will be provided by the Port of Hood River. Additional discipline support for Hydraulics and geotechnical assessment to determine the likely scour potential or erodibility of soils/bedrock are not included with this scope. These services can be provided with additional scope and fee.

## 3. **Develop Design Details, Specification and Cost Estimate for Guardrail Retrofit**

At the conclusion of task 1, above, and at the Port's option further work will be planned to develop construction documents and a bid package for the upgrade of the lift span bridge rails.

We propose the following tasks for the development of a PS&E package for this task:

- a. A design and structural details will be developed for the guardrail and connections for a guardrail system installation of the lift span (span 11).
- b. The additional weights will be calculated for the span balance procedure. The span balancing procedure to be coordinated with others.
- c. Material quantities and probably construction cost will be determined.
- d. Plans, specials, and estimates will be prepared for construction bidding.
- e. Meetings will be planned at the Port's discretion to review the final PS&E and address questions and comments.

Assumptions: The project does not include Civil or traffic management as defined. Those services can be provided as an additional scope and fee.

Kevin Greenwood  
Port of Hood River  
October 12, 2023  
Page 3

**FEE:** We propose to provide the above services, 3 task, for a not to exceed amount of \$62,777.20 on a Time and Expense (T&E) basis using the attached rate schedule. See attached fee spreadsheet.

**ADDITIONAL SERVICES:** Additional services may be provided under a new and separate proposal at the request of the Port of Hood River.

**SCHEDULE:** This project will run through December 31, 2024, with the option to modify or extend at the Port's discretion.

**PAYMENTS:** Billings and payments will be made monthly as the work progresses. All other terms and provisions listed in the attached terms and conditions will be applicable to this proposal.

**TERMS AND CONDITIONS:** The attached terms and conditions (Coffman's General Terms and Conditions) or other mutually agreeable terms will serve as our contract for services, in conjunction with this proposal. Specific terms and details of this proposal will govern where there is a conflict between the two.

**ACCEPTANCE:** If this proposal is acceptable, please provide a Professional Services Agreement to us as our authorization to proceed with the work. The terms and conditions of this proposal are valid if the Agreement is countersigned and returned within 30 days from the date of this letter.

Coffman Engineers, Inc. appreciates this opportunity to assist you on this project. If you have any questions or comments relating to this proposal, please feel free to contact us at m: 509.370.8145, d:206.462.2657 or our Portland office: 503.552.3800.

Sincerely,

COFFMAN ENGINEERS, INC.

Harvey L. Coffman, PE, SE  
Senior Discipline Manager, Bridge Engineering, Portland Office

CEI Spokane Office	Rate hourly	PM \$ 213.00	Sr Displ. Manager \$ 213.00	Proj. Manager \$ 178.00	Senior Engr. \$ 179.00	Engr. III \$ 162.00	Eng. II \$ 145.00	Designer III \$ 139.00	Clerical \$ 78.00	Principal II \$ 230.00		
<b>Task</b>												
<b>1 Review Lift Span Guard Rail &amp; Develop Concepts for Retrofit</b>												
Site visit and plan review		0		12			4					
Analyze the existing lift span (span 11) guardrail details and supporting steel post to determine a likely vehicle impact strength. Compare that strength to current design load criteria and establish the relative strength of a new guardrail concept.			8	20		25		5				
Develop Retrofit Concepts, cost and weight impacts		5		10			20	10	4			
Memo Write up		5					12					
Review/meet with Port to discuss options and address comments				4								
Memo		4		2								
		14	8	48	0	25	36	15	4	0	150	Labor Subtotal
		\$ 2,982.00	\$ 1,704.00	\$ 8,544.00	\$ -	\$ 4,050.00	\$ 5,220.00	\$ 2,085.00	\$ 312.00	\$ -	\$	24,897.00
Travel two round trips Oly to Hood River												\$120.00 per diem
Mileage												\$445.40 mileage
<b>1 Review Lift Span Guard Rail &amp; Develop Concepts for Retrofit Sub Total</b>											\$25,462.40	Task Sub Total
<b>2 Review Replacement Bridge Geotechnical Report</b>												
Review Geotechnical Report in consideration of bedrock locations and new information of foundation materials for susceptibility to scour.			2	12								
Develop a memo for addressing identified changes to subsurface soil information affecting scour potential around foundations.			2	8								
Update Scour Evaluation Report as necessary if scour potential changes from original report.				4								
Develop Scour Plan of action if bridge foundations are determined to have a scour or unknown susceptibility to scour.			6	40								
Meeting to review/discuss new scour findings.			8	4								
		0	18	68	0	0	0	0	0	0	86	Labor Subtotal
		\$0.00	\$3,834.00	\$12,104.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$	\$15,938.00
Travel two round trips Oly to Hood River												\$120.00 per diem
Mileage												\$445.40 mileage
<b>2 Review Replacement Bridge Geotechnical Report Sub Total</b>											\$16,503.40	Task Sub Total
<b>3 Develop Design Details, Specification and Cost Estimate for Guardrail Retrofit</b>												
Develop Design of Guardrail/post				8		24		24				
determine weight impacts on the lift span coordinate with ME (WJE)			1	2		10						
Quantities			1	1		6						
Probably Construction Cost Estimate			1	2		5						
Meetings with Port			8									
develop PS&E package			1	3		10		10				
Review Comments for PS&E			2	1		2		2				
		0	14	17	0	57	0	36	0	0	124	Labor Subtotal
		\$0.00	\$2,982.00	\$3,026.00	\$0.00	\$9,234.00	\$0.00	\$5,004.00	\$0.00	\$0.00	\$	\$20,246.00
Travel two round trips Oly to Hood River												\$120.00 per diem
Mileage												\$445.40 mileage
<b>3 Develop Design Details, Specification and Cost Estimate for Guardrail Retrofit Sub Total</b>											\$20,811.40	Task Sub Total
<b>4</b>												
		0	0	0	0	0	0	0	0	0	0	Labor Subtotal
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$	\$0.00
												Our Fee
												hotel
												per diem
<b>4 Sub Total</b>											\$0.00	Task Sub Total

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# Commission Memo



Prepared by: Debbie Smith-Wagar  
Date: October 17, 2023  
Re: Accounts Payable Requiring Commission Approval

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<b>Campbell Phillips</b>	<b>\$2,185.00</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$2,185.00</b>
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**Primary Timekeeper: 2 Kristen A. Campbell**

	0-30	31-60	61-90	91-120	121-180	181+	Bal Dr
<b>2000.001 M Port of Hood River - Admin</b>	2,140.00	0.00	0.00	0.00	0.00	0.00	2,140.00
RE: Admin - General							
<b>2009.004 M Port of Hood River - Real Estate</b>	45.00	0.00	0.00	0.00	0.00	0.00	45.00
RE: Real Estate - Lower Mill							
<b>Totals</b>	<b>2,185.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,185.00</b>

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# HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

Project Director Report  
October 09<sup>th</sup>, 2023

The following summarizes Replacement Bridge project activities from September 25, 2023, to October 09, 2023:

## HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

### COMMUNICATIONS

- *Recently completed*
  - *Video*
    - *Video featuring lawmakers touring drilling operations*
      - *Approved, [posted to site](#)*
  - *Social media*
    - *All tolling videos posted (both with English & Spanish captions)*
  
- *Upcoming Work*
  - *Meetings*
    - *Next BA meeting 10/23: Discuss fall outreach plan, .gov website and launch date*
  - *Communications/Governance Relations Committee*
    - *Committee will meet once a month, report out to Bridge Authority at second meeting every month*
  - *November DC trip*
    - *HNTB team developing event plan and materials*
  - *Finalize/publish new .gov website (to focus on Bridge Authority; old website will stay up, focused on project)*
  - *Bridge Authority commissioner profiles (video interview, headshot & text Q&A)*
    - *To be posted on new website*
    - *To be shared on social media*
  - *Fall newsletter to be sent to email list*
  - *Social media posts*
    - *Video from lawmaker visit*
    - *Series on FAQs*
    - *Commissioners are encouraged to share posts to increase reach*
  - *Media outreach*
    - *Develop pitch for major national/regional outlets with the message:*
      - *Project is shovel-ready, community need is very high*
      - *Two rural communities are coming together to build a bridge*

## **GOVERNMENT AFFAIRS UPDATE**

- *State Legislative Activities*
    - *Oregon*
    - *Washington*
      - *Joint Transportation Committee held their tour of the Bridge over the Columbia River from September 26<sup>th</sup> to September. Commissioner Fox and Commissioner Anderson gave a 30 min presentation on the project.*
        - *Members Attending: Commissioner Fox, Anderson, Keethler, Polson, Edwards*
  - *Federal Legislative Activities*
    - *CDS Appropriations requests have been sent for both Washington and Oregon for a total funding request of \$8M.*
      - *Rep. Blumenauer, Rep. Newhouse, Sen. Wyden, Sen. Merkley and Sen. Cantwell submitted requests in support of the project. We are not expecting this to finalized until the end of this year.*
      - *House THUD earmark list were released, and they included \$4M from Rep. Newhouse for the project and \$1M from Rep Blumenauer for Right of Way/Mitigation.*
    - *Project team is working with Summit Strategies to schedule a trip to DC the week of Nov 6<sup>th</sup>.*
    - *Project team is working with Summit Strategies to schedule an in district congressional staff event on Oct 31<sup>st</sup>. We have confirmed the following congressional staff members will be attending:*
      - *Senator Murray – Raquel Ferrell Crowley, Central Washington Director*
      - *Senator Cantwell – Rick Evans, Central Washington Outreach Director*
      - *Senator Wyden – Bre Irish, Field Representative*
      - *Senator Merkley – Dan Mahr, Senior Labor Advisor and Field Representative*
- The following HRWSBA Commissioners have confirmed:*
- *Commissioners: Edwards, Gilchrist, Fox, Polson, Keethler, Wilson*
- The project team is working with our Oregon and Washington Lobbyist to determine who from the state delegation may also attend the event.*

## **FUNDING FINANCE & TOLLING (FFT)**

- *Upcoming Work:*
  - *Bridge Investment Program (BIP) grant applications – NOFO was released Sept 27<sup>th</sup> with a due date of Nov 27<sup>th</sup>. The team is actively working to submit the application on Nov 22<sup>nd</sup>.*
  - *Developing a TIFIA Letter of Interest (LOI) – Anticipates submittal early November.*

## **PENDING GRANT FUNDING UPDATES**

- *Safe Streets and Roads for All Grant Program (SS4A)*

- 2023 Notice of Funding Opportunity (NOFO) released on 3/30/23
- Application Due: 7/10/23 @ 5pm EDT
- Available funding total: \$1.177B
  - Planning & Demonstration Grants - Min – Max award \$100,000 to \$10M
  - Implementation Grants – Min – Max award \$2.5M to \$25M
- Requested amount of funding: \$1M
- Application Submitted: 7/7/23
- Expected Announcement: 10/2023
- Multimodal Project Discretionary Grant (MPDG)
  - NOFO Released on: 6/27/2023
  - Deadline: 8/21/2023
  - INFRA (\$3-3.1 B available from the FY23 an FY24 Funding)
  - MEGA (\$1.8 B available from the FY23 an FY24 Funding)
  - Rural (\$650-\$675M available from the FY23 an FY24 Funding)
  - Mega funding for FY 2025 and FY 2026 may also be allocated to project during this application process, since Mega has the ability to make multi-year awards.
  - Application was submitted on 08/19/23
- Bridge Investment Program (BIP)
  - NOFO released on 09/27/23
  - Deadline for FY 23/FY24: 11/27/23
  - Deadline for FY 25: 08/01/24
  - Deadline for FY 26: 08/01/25
  - Total Funding Available \$9.620B
  - Award Max: \$3B
  - Award Min: \$50M

## **TREATY TRIBE MOA'S**

- A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.
  - **Yakama Nation (YN).**
    - A virtual meeting was held with YN on 8/16 to provide a project update to the new legal counsel Riley Neff-Warner. An in-person meeting was held on 8/22 with the following members from YN,
      - Phil Rigdon, Department of Natural Resources, Deputy Director
      - Noah Oliver, Cultural Resources, Archeologist
      - David Blodgett, Fisheries, Program Manager
      - David Lindley, Fisheries, Habitat Coordinator
      - Marcus Shirzad, Office of Legal Counsel, Senior Attorney
      - Riley Neff Warner, Office of Legal Counsel, Staff Attorney
      - Erin Rasmussen, Office of Legal Counsel, Summer Legal Fellow

- *Councilman Jeremy Takala, Tribal Council Member, Chairman of the Fish & Wildlife Committee*
  - *Councilman Terry Heemsah Sr., Tribal Council Member/Sergeant-at-Arms, Member of the Fish & Wildlife Committee.*
  - *ODOT/ FHWA emailed YN on 9/18 to set up a follow up meeting on the Section 106 MOA. A meeting is pending.*
- **Nez Perce**
    - *Amanda Rogerson legal counsel for Nez Perce, has been actively working on the Treaty MOA. She has presented the MOA to the Nez Perce Tribal Executive Committee (NPTEC) on 8/22. She received approval to move forward with sending the MOA to the Bridge Authority. She will also be revising the MOA to reference the Hood River White Salmon Bridge Authority instead of the POHR. She will be providing the MOA to legal staff with the Bridge Authority and FHWA. A meeting will be set up after receipt of the updated version of the MOA and legal review.*
    - *FHWA Legal is waiting on documents from Nez Perce, email update on 10/3/23*
- **Umatilla (CTUIR).**
    - *A meeting was held with CTUIR for 9/12/23 at their offices. Confederated Tribes of the Umatilla Indian Reservation (46411 Timine Way, Pendleton, OR 97801). It was attended by Commissioner Fox, Mike Shannon, Herb Fricke, Lonny Macy, Audie Huber (CTUIR), Joe Pitt (CTUIR), Preston Bronson (CTUIR), Jerimiah Bonifer (CTUIR), Roy Watters (CTUIR), Thomas Parker (FHWA). A tentative goal of completing the Treaty MOA by the end of 2023 was agreed to by everyone in attendance.*
    - *Project Team, FHWA and ODOT met with CTUIR virtually on 9/26/23. CTUIR provided an overview of their concerns with the current Treaty MOA. The group discussed the concerns and CTUIR will be drafting some revised language for consideration in the Treaty MOA. Our next meeting is on 10/10/23.*
- **Warm Springs.**
    - *We received the letter of support for our Grant applications and the use of their logo from Warm Springs tribe. We are coordinating our next meeting with Warm Springs on the Fishing Treaty MOA.*

**RBMC**

**PROGRESSIVE DESIGN BUILD RFQ/RFP**



- RFP was posted to the project website [Progressive Design Build RFP - Industry Review - Google Drive](#) for review. Confidential one on one meetings will be held by request with the industry and agencies to listen to comments and input.
- One on One meetings with industry and agencies are being scheduled for September 25<sup>th</sup>, 26<sup>th</sup> and 27<sup>th</sup>. Meeting requests have been received from
  - Jacobs (Consultant)
  - Kiewit (Contractor)
  - Walsh (Contractor)
  - Flatiron (Contractor)
  - HDR (Consultant)
- The project team is developing an internal Level of Effort for the Phase 1A work that will be done by the Progressive Design Build Team.
- Project team has met with WSDOT, ODOT and FHWA to review their comments on the PDB Request for Proposals and will be working through the resolution of those comments as the progress to the final RFP on Oct 31<sup>st</sup>.

#### **GEOTECHNICAL**

- Underwater drilling started on July 10<sup>th</sup> and was completed on August 23<sup>rd</sup>. The team is now analyzing the data and will produce a data report that will be included in the final RFP.

#### **SURVEY**

- Upcoming Work:
  - Complete right of way calculations in OR and WA
  - Development of Right of Way Maps
  - Create Google Earth KMZ file of jurisdictional boundaries
  - Translate project to final project datum
  - Provide DTM for project rendering/modeling

#### **RIGHT OF WAY**

- Coordination has continued with WSDOT and ODOT to define the jurisdictional limits for both agencies.
- Right of Way is coordinating with Survey Team on the finalization of jurisdictional lines and will be developing right of way maps.
- Right of Way is developing an acquisition schedule and prioritizing public agency parcels and stakeholders.

#### **PERMITTING**

- Environmental Staff have supported refinement of the environmental regulatory sections of the draft PDB RFP.
- Staff reached out to Nohemi Enciso, LWCF Grant Program Coordinator requesting an update on OPRD LWCF boundary determinations and to move the LWCF conversion and compliance process forward. Nohemi is meeting with the National Park Service on the week of October 2<sup>nd</sup> to discuss the project's 6(f) boundary and conversion implications for Marina Park.

- *Environmental staff have supported the development of the Aesthetics Committee structure and recruitment list and have participated in coordination meetings with the USFS and Gorge Commission.*
- *Environmental staff have supported coordination and planning efforts associated with outstanding NEPA issues.*

**FINAL EIS/RECORD OF DECISION**

- *Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisId=314171>*
- *Update email from ODOT on 8/31/23 that the Full Biop has been submitted to NMFS for their review and comment. FHWA and ODOT will now coordinate responses to any comments provided by NMFS on the BO.*
- *ODOT provided an email that NOAA has commented on the first 1/3 of the Biological Opinion and ODOT is preparing responses that will be submitted this week. ODOT has not received any word from NOAA on when the other 2/3 of the document will be ready. FHWA will continue to monitor the progress and work with NOAA and ODOT.*

**OTHER ITEMS**

**KEY MEETINGS**

<i>10/2</i>	<i>Monthly Task Lead Meeting</i>
<i>10/2</i>	<i>PDB Agency Comment Review with ODOT</i>
<i>10/2</i>	<i>Oregon Region 1 ACT Presentation</i>
<i>10/3</i>	<i>Treat MOA Coordination ODOT/FHWA</i>
<i>10/5</i>	<i>PDB Agency Comment Review with FHWA</i>
<i>10/5</i>	<i>Schedule Review Meeting</i>
<i>10/5</i>	<i>Engineering Construction Committee</i>

# Commission Memo



Prepared by: Greg Hagbery  
Date: October 17, 2023  
Re: E. Anchor Way, N. 1st Street Architecture & Engineering

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At the November 15, 2022 Port planning discussion, the Commission directed staff to solicit a Request for Proposal (RFP) for East Anchor Way and North First Street Utility Design & Engineering services. On January 24, 2023, the Port Commission reviewed the RFP and approved it. The RFP was then issued on February 13 and closed on March 29. On May 16, the Commission approved a contract award to KPFF for civil design services, with an increased scope of work to include additional site evaluation and research. This included further analysis of circulation deficiencies at the Second Street and Riverside Drive intersection, increased coordination with ODOT, and the development of a Basis of Design which will define all code requirements, establish overall design intent, and confirm what is required to facilitate future development on parcels Anchor Way and First Street will serve.

Staff and Commissioner Sheppard participated in multiple process reviews with KPFF, DKS and Walker Macy (the latter two firms were subcontracted by KPFF to assist with the additional scope items surrounding traffic and land use).

Per their contract, KPFF has provided the attached Memo and slides to present the findings and give Port Commissioners an opportunity to review and consider options moving forward with the project. Curt Vanderzanden and Paul Schmidtke from KPFF will be joining the meeting via zoom to walk through the slide presentation and answer any questions the Commission may have.

**RECOMMENDATION:** Discussion.

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# Memorandum

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**DATE:** October 17, 2023

**PROJECT:** 2300068-Port of Hood River – First Street      **SUBJECT:** First Street and Anchor Way Memorandum

**TO:** Kevin Greenwood  
Port of Hood River      **FROM:** Curt Vanderzanden  
KPFF Consulting Engineers

**PHONE:** 541-961-9517      **PHONE:** 503-542-3808

**EMAIL:** kgreenwood@portofhoodriver.com      **EMAIL:** curt.vanderzanden@kpff.com

## Project Design Evaluation and Research

### *Project Baseline*

The currently proposed project includes the construction of a new roadway between 2<sup>nd</sup> and 1<sup>st</sup> Street extending from the existing Anchor Way alignment west of 2<sup>nd</sup> Street. Through discussion with Port personnel, we understand that questions have been raised about whether the extension of Anchor Way is the right solution or if the proposed extension of Anchor Way might hinder the development of Lot 1. KPFF, Walker Macy, and DKS were retained to provide context for the decision to extend Anchor Way and to ultimately develop the design of improvements to 1<sup>st</sup> Street and Anchor Way.

The following memo discusses the historical context of the Anchor Way Extension in terms of infrastructure improvements, urban design, and traffic circulation. In addition to historical context, DKS has provided a traffic analysis addressing potential impacts to existing intersections within the project area including intersections within ODOT’s interchange access management area.

### *Civil Infrastructure*

KPFF has been working with the Port for decades, working on multiple projects since 1989 including Event Site A improvements, and the 2<sup>nd</sup> Street design located on the west edge of Lot 1. Historically Lot 1 has been identified as Light Industrial from a land use context and the discussions concerning the development of Lot 1 accentuate this land use. The proposed Anchor Way Extension would split Lot 1 into 2 main parcels. In discussions with the Port, we understand that additional flexibility for the ultimate use of Lot 1 parcels may be desired.

Through research of past projects and understanding of past meetings, the extension of a roadway along the Anchor Way alignment has been discussed throughout Port history and development for nearly 20 years. The extension would provide a pedestrian connection to Nichols Basin Park, additional vehicular and transit circulation, and provide a corridor for utility infrastructure to be installed in support of the future development of Lot 1.

# Memorandum

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## *Transit Stop and Circulation*

As currently proposed, the Anchor Way Extension would also provide circulation in the area for Columbia Area Transit (CAT). Currently, the CAT transit stop is located south of Riverside Avenue along 1<sup>st</sup> Street. The proposed Anchor Way Extension would provide a new location that could accommodate 1-2 transit vehicles and a future rest area and restroom for CAT drivers if so desired. A major transit stop could be located anywhere within Lot 1 and would not necessarily need to be located along the Anchor Way Extension.

## *Vehicular and Pedestrian Connection*

The proposed Anchor Way extension would provide an established and safe vehicular and pedestrian corridor from 2<sup>nd</sup> Street to 1<sup>st</sup> Street providing access between the many different shops and services located West of 2<sup>nd</sup> and the Nichols Basin Beach front. For a more in-depth understanding of vehicular circulation and the effect of the proposed Anchor Way extension are addressed in Appendix "B," Technical Memorandum "Port of Hood River – Anchor Way and N 1<sup>st</sup> Street Improvements Transportation Analysis".

## *Utility Corridor*

Currently a gas main, electric main conduit, storm sewer main, and communications main cut through Lot 1 about 100-feet south of the existing Anchor Way and 2<sup>nd</sup> Street intersection. The Anchor Way extension provides a corridor where utility mains could be installed within the Right of Way. The Anchor Way extension would provide a direct route for the needed utility mains and provide an equal split for future Lot 1 development. Although the gas, electric, and communication utilities could be rerouted through 2<sup>nd</sup>, to Portway, and back through 1<sup>st</sup> Street, the gravity storm main could not be rerouted without a lift station. Providing a designated location for this utility is a priority and needs to be considered within the context of the Anchor Way extension.

## *Civil Summary*

The implementation of the Anchor Way Extension would prohibit the Port from utilizing the entirety of Lot 1 as a buildable Lot. However, the implementation of the Anchor Way Extension provides an established corridor for utilities necessary to develop Lot 1, a safe pedestrian and vehicular accessway through Lot 1, and a central transit stop for those visiting many of the existing and future amenities around Lot 1.

## *Summary of Urban Design Report*

See the attached Appendix "A" for the "East Anchor Way, North 1<sup>st</sup> Street and Utilities Project Design and Engineering," memorandum provided by Walker Macy. Walker Macy has worked with the Port on the establishment and future utilization of Lot 1 since 2016. In 2016, a collaborative effort between the Port, the City, and the public resulted in the preparation of a Long-Term Plan for Lot 1. Also, in 2019, the Port of Hood River hired the same team to develop a guide to implement the public infrastructure required to support the Lot 1 Development Plan. The purpose of the current site evaluation is to summarize the key findings of these previous studies and focus on the rationale for the proposed Anchor Way and 1<sup>st</sup> Street Improvements. See Appendix A for the full memo provided by Walker Macy.

# Memorandum

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## *Urban Form and Design*

Potential Lot 1 Trends, Urban Blocks, Pedestrian Network, the View Corridor, Significant Edges, Internal parking, and Sustainability were all identified as reasons for implementing the Anchor Way Extension.

## *Urban Design Summary*

The development of Lot 1 would have a significant impact on the future of the Port of Hood River. It would provide strong connections between the Hood River downtown and the waterfront, benefitting both the public realm and future private development, and support a thriving Hood River community. The framework for a successful urban form can be implemented through moves such as the First Street realignment and the extension of Anchor Way, offering flexibility for future growth.

## Summary of Transportation Analysis

### *Analysis of the Existing Intersections*

See the attached Appendix “B” Technical Memorandum “Port of Hood River – Anchor Way and N 1st Street Improvements Transportation Analysis” provided by DKS for more detail.

The following study intersections were evaluated, with their existing control identified:

1. N 2nd Street/Riverside Drive (all-way stop)
2. N 2nd Street/Anchor Way (stop control on the Anchor Way approach)
3. N 2nd Street/Portway Avenue (stop control on the N 2nd Street approach)

Existing conditions were analyzed focusing on Safety and Capacity during the weekday and weekend p.m. peak hours at the study intersections. All intersections currently meet the current mobility targets and operate with a Level of Service (LOS) B or better and with a volume-to-capacity ratio (v/c) of 0.66 or less, which is well below the current mobility targets.

### *Forecasted 2031 Operating Conditions*

All study intersections are expected to continue to meet mobility targets through 2031, although the v/c ratios are expected to increase up to 29 percent during the peak hours at the N 2nd Street/Riverside Drive intersection under the No-Build conditions scenario (i.e., without the Anchor Way extension), with the intersection expected to operate with a v/c of 0.95 during the weekend peak hour, just meeting the current mobility target.

### *Forecasted 2043 Operating Conditions*

The N 2nd Street/Anchor Way and N 2nd Street/Portway Avenue study intersections are expected to continue to meet current mobility targets during the peak hours through 2043. However, the N 2nd Street/Riverside Drive intersection is expected to exceed the current mobility target and operate with a v/c over 1.00 during peak hours.

# Memorandum

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## *2nd and Riverside Modeling Analysis*

The N 2nd Street/Riverside Drive intersection was identified as exceeding the mobility target during all scenarios by 2043. The following alternatives were analyzed at the N 2nd Street/Riverside Drive intersection using the forecasted 2043 weekend No-Build and Build scenario traffic volumes. The weekend peak period was selected for this evaluation since it represents the critical analysis period.

- Two-way Stop – only the Riverside Drive approaches to N 2nd Street would include stop control. The stop control on the N 2nd Street approaches would be removed.
- Two-way Stop with northbound right-turn lane – only the Riverside Drive approaches to N 2nd Street would include stop control. The stop control on the N 2nd Street approaches would be removed. A northbound right-turn lane would be added to the N 2nd Street approach to Riverside Drive.
- Roundabout – the intersection would be controlled with a roundabout.
- Traffic signal - the intersection would be controlled with a traffic signal. The preliminary traffic signal warrant was met under forecasted 2043 No-Build conditions.

## *2nd and Riverside Alternatives Analysis Findings*

The evaluation of the N 2nd Street/Riverside Drive intersection revealed that it is expected to be substandard by the year 2032 without the Anchor Way extension. This substandard condition would not be expected to occur until 2034 with the Anchor Way extension. At that time, additional development within the Port area would likely trigger the need to improve the intersection to comply with ODOT's required 20-Year design mobility standards.

The alternatives evaluation at the intersection revealed that only a roundabout or traffic signal would address the identified deficiency, both of which allow for more throughput capacity at the intersection. Under these options, the intersection is forecasted to operate with a v/c of 0.76 or better through 2043.

The alternative options at the intersection that maintained the all-way stop control or reconfigured it to include two-way stop control resulted in unacceptable delay and v/c ratios well above 1.0. Adding additional turn lanes to these options only provided negligible benefits to the forecasted conditions at the intersection.

## *Summary of Memorandum*

Broader Context, next steps, options available:

Lot 1's development and the surrounding infrastructure are important in creating the entry to the Port of Hood River. The purpose of this memo is to help identify options to set up the future Port Staff and Commissioners to be successful in any direction they want to take the development of Lot 1. Keeping this in mind, the current design team has proposed the following options for continuing design on the First Street Realignment and Anchor Way Extension project:

1. Current Concept - Anchor Way Ext. and 1<sup>st</sup> St. Realignment as currently conceptualized
2. 1<sup>st</sup> Street Realignment and Anchor Utility Extension - Proceed with 1st St Realignment and realign the utilities across Lot 1 to the existing Anchor Way Alignment
3. 2<sup>nd</sup> Street and Riverside - Focus on the 2nd and Riverside intersection. Do not continue with 1st Street and Anchor Way Design.



# Memorandum

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4. Current Concept CDs (Construction Documents) – Proceed with the current concept to produce CDs but discontinue construction to refocus on 2<sup>nd</sup> and Riverside.

## *Current Concept*

This option is to proceed with the current concept of extending Anchor Way through Lot 1 at the existing Anchor Way Alignment as well as realigning 1<sup>st</sup> Street to allow for future development opportunities along the Nichols Basin.

The advantages of this concept are as follows:

- This is what is currently funded by the grants.
- Realigns 1st St to allow for development along Nichols Basin
- Establishes a Utility Corridor
- Establishes Pedestrian and Vehicular Access
- Frames Lot 1
- Provides Temporary Solution for 2nd & Riverside.

The Disadvantages are as follows:

- Less flexible for Lot 1 development.
- Not a long-term solution for 2nd and Riverside.

## *First Street Realignment and Anchor Utility Extension*

This option is to proceed with the current concept to realign 1<sup>st</sup> Street to allow for future development opportunities along the Nichols Basin and to realign the utilities cutting through Lot 1 to the existing Anchor Way Alignment.

The advantages of this concept are as follows:

- This is what is currently funded by the grants.
- Realigns 1st St to allow for development along Nichols Basin.
- Establishes a Utility Corridor.
- Allows for flexibility in the future development of Lot 1.

The Disadvantages are as follows:

- Does not address the future traffic issues at 2nd and Riverside.
- Vehicular and Pedestrian access through Lot 1 is not identified at this time.

# Memorandum

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## *2<sup>nd</sup> Street and Riverside*

This option is focused on the 2<sup>nd</sup> Street and Riverside intersection. The current concept and any design related to the Anchor Way Extension, or the 1<sup>st</sup> Street realignment would not be pursued at this time unless additional funds are secured

The advantages of this concept are as follows:

- Permanent solution to future traffic issues at 2nd and Riverside.
- If funds are available, provide a utility corridor through Lot 1.
- If funds are available, realign 1st Street to allow for development along Nichols Basin.

The Disadvantages are as follows:

- Unknown if current funding can be transferred.
- May not have funds to realign 1st Street at this time.
- May not have funds to construct a utility corridor through Lot 1 at this time.

## *Current Concept CDs*

This option is to proceed with the design portion of the current concept of extending Anchor Way through Lot 1 at the existing Anchor Way Alignment as well as realigning 1<sup>st</sup> Street. The project team would stop at the final construction documents but not continue with construction. Additional funds from the grants would be shifted to focus on the update to 2<sup>nd</sup> and Riverside traffic solution.

The advantages of this concept are as follows:

- Anchor Way and 1st Street realignment is currently funded and allows for flexibility for future construction to be implemented as needed for development.
- Construction costs could potentially be offset by incoming developers.
- Provide a permanent solution to future traffic issues at 2nd & Riverside if funding can be transferred.

The Disadvantages are as follows:

- Lot 1 remains undeveloped.
- Current funding may not be transferrable.

Whichever option is chosen by the Port, our design team is excited to continue to work hand and hand with Port Staff and Port Commissioners to provide a design that emphasizes the character and needs of the Port and City of Hood River.

*Appendix A: 231006 Port of Hood River – Lot 1 – Anchor Way & 1<sup>st</sup> Street WM Memo*  
*Appendix B: Port of Hood River – Anchor Way and N 1st Street Improvements Transportation Analysis*

2300068-kb

## MEMORANDUM

**FROM:** Aaron Maples                      **TO:** Paul Schmidtke & Curt Vanderzanden

**DATE:** 10/06/23                      **TOPIC:** Site Evaluation & Research

**PROJECT #:** P3153.06                      **PROJECT:** East Anchor Way, North 1<sup>st</sup> Street and Utilities Project Design & Engineering

**INTRO**

The Port of Hood River has revitalized their riverfront into a dynamic mix of industry and recreation tailored to their location. As development continues, Lot 1 remains the largest contiguous upland property important to further revitalization and enhancement of the Port property..

Lot 1 can establish important visual, physical, and commercial links between downtown and the waterfront, and enrich access between business and public recreation spaces.

Through the 2014 Waterfront Refinement Plan, the Port and the City were able to implement policies governing zoning and development that would leverage the Port’s innovative development goals with City code to maximize use and access by the many diverse interests in the area.

**PREVIOUS STUDIES**

In 2016, a collaborative effort between the Port, City, and the public resulted in preparation of a Long-term Plan for Lot 1 which described the public goals, urban design principles, and overall concept for future development of Lot 1 (*Lot 1 – Development Plan, 2016*).

In 2019, the Port of Hood River hired this team to develop a guide to implement the public infrastructure required to support the Lot 1 Development Plan (*Hood River Lot 1 – Public Infrastructure Framework Plan, 2019*). This report also provided input on overall development patterns of Lot 1, phasing of Lot 1, as well as costs associated with each phase of infrastructure.

**2023 SITE EVALUATION & RESEARCH**

The purpose of this memorandum is to summarize key findings of these previous studies with a focus on the rationale for proposed Anchor Way and 1<sup>st</sup> Street investments.

**LOT 1 DEVELOPMENT OBJECTIVES**

Lot 1 represents the largest developable parcel remaining on the Hood River Waterfront. The 2016 “Lot 1 Development Plan” articulated the following objectives that are important in the long-term implementation of this community vision:

- Target competitive wage jobs.
- Complement Hood River’s downtown core.
- Seek waterfront-compatible businesses.
- Create a superior pedestrian environment with broad public access.
- Ensure high quality design and construction.
- Emphasize environmental sustainability.



**PRE-2019 TRENDS**

The following summarizes the building size and the employment generated by projects built in the area.

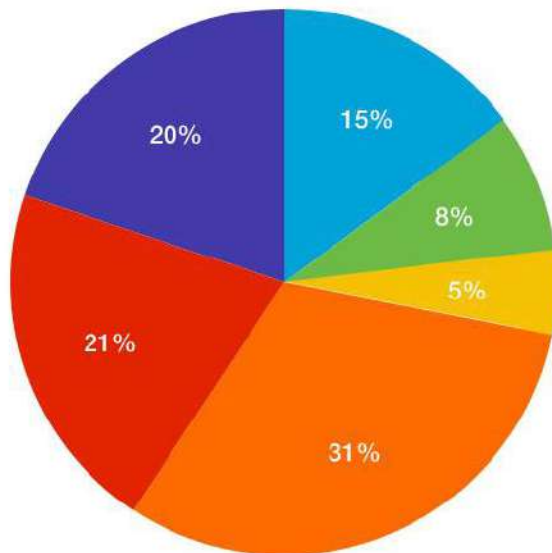
Commonalities include:

- Building types – There are combination multi-tenant buildings, and single user buildings.
- Densities – Buildings of up to 3 stories accommodate mixed user types in multi-tenant buildings.
- Urban design and users experience – Mixed uses make a rich community of various user types and flexibility for long term success.
- User types – Most common business type comes from the agriculture and food production industry.

OCCUPANCY	AREA (SF)
Light Industrial Technology	30,000
Retail	16,500
Industrial Offices	10,000
Agricultural Industry / Food + Beverage Production	63,000
Professional Offices	42,000
Recreation Headquarters	40,000

These businesses built over 200,000 SF of buildings over a 9-year period which equates to a development rate of 22,000 SF per year.

- LIGHT INDUSTRIAL TECHNOLOGY
- RETAIL
- INDUSTRIAL OFFICES
- AGRICULTURAL INDUSTRY / FOOD + BEVERAGE PRODUCTION
- PROFESSIONAL OFFICES
- RECREATION HEADQUARTERS



**Hood River Waterfront - Development Pre 2019**



**Above:** Graphic highlights pre-2019 development of shown Port properties. Reference 2019 Public Infrastructure Framework Plan for employment data and trends.

**POTENTIAL LOT 1 TRENDS**

If these trends are applied to Lot 1, using a subdivision plat plan such as shown below, it could generate over 160,000 SF of buildings in less than an 8-year period providing over 300 jobs.



These trends are encouraging and provide a possible scenario for development of Lot 1 that could benefit both the Port and the City of Hood River. Economic analysis should be undertaken to determine specifics of market demand, the potential of attracting desired types of businesses, and financial conditions that will influence the likely development.

*Left: Lot 1 Subdivision Plat layout developed as part of 2016 Development Plan.*

*Below: Graphic highlights extrapolated data trends if Lot 1 implemented similar development approaches as pre-2019 properties.*



**LOT 1 – ALTERNATE SCENARIOS**

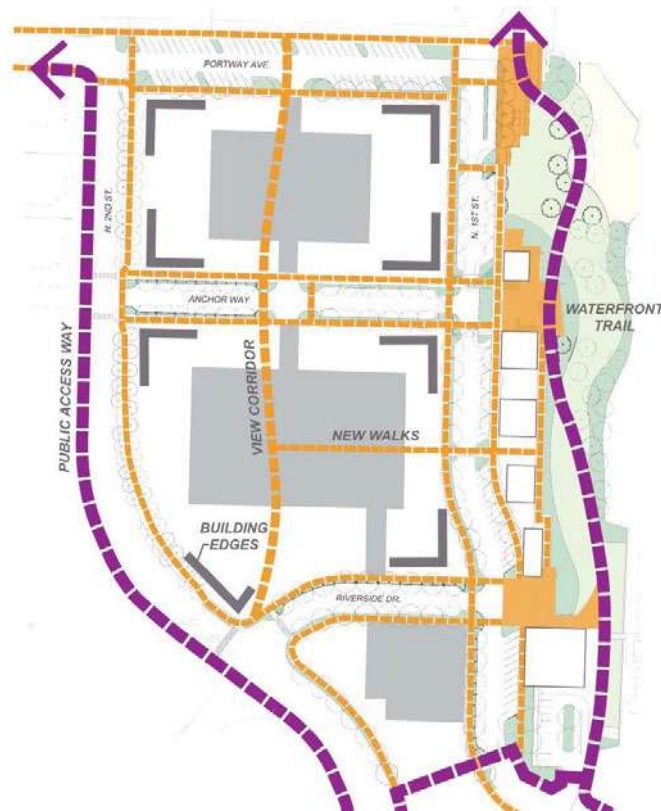
Given the flexibility offered to future Lot 1 development by an extended Anchor Way between 1<sup>st</sup> and 2<sup>nd</sup> along with other public streetscape and infrastructure improvements, there are also alternative plat configurations possible to address changing market conditions or development opportunities. These alternate scenarios are provided in the appendix through a series of diagrams and development trend graphs.

## URBAN FORM

The 2016 plan recommended a series of development principals specific to the site's physical character and contextual conditions. These following elements were meant to serve as the basis of conversations with future prospective developers at Lot 1.

**Urban Blocks:** The Lot 1 parcels should continue the urban configuration found along Portway with the buildings located along the street frontage to provide visual definition of the street and a clear delineation of public and private uses. Streets should have an interconnected system of walks to encourage pedestrian use and establish a lively public realm.

*Right: Urban Form Composite Diagram from 2016 Development Plan.*



**Pedestrian Network:** A multi-modal circulation system should provide a clear and convenient access for pedestrians and bicyclists to travel to and from buildings as well as through the site. Site development should establish safe and easily accessed connections along the parcel edges, to primary building entries, and most importantly, through Lot 1 to facilitate district wide circulation.

**View Corridor:** Lot 1's location serves as an important connection to the waterfront. Views to and through the site from the I-84 bridge serve as a direct visual and physical connection. The public requested a primary pedestrian corridor providing a convenient and inviting access through the site to the waterfront be established.

**Significant Edges:** Buildings should define edges to the streets that serve as an organizing feature on the site. The interface of building and street together with landscaped areas and screening of vehicular areas, will establish a neighborhood-like level of visual quality to the site and create a high-quality pedestrian environment. Given the limitations on the size of buildings, it is important that new buildings are positioned to support the street edge. Locating buildings on corners provides a clear edge for those looking down street. Openings between buildings should be visually continued with plant material or masonry walls to reinforce the edge condition of the street and to screen service and parking areas.

**Internal Parking:** On-site circulation and parking is intended to be conveniently located to facilitate site functions. Parking configurations should be constructed to city standards. Access driveways should be located and configured for safe access, easy to locate and provide direct routing to buildings. Parking lots should be screened to minimize their visual impact, but while still providing safe access and egress and

allowing good surveillance and monitoring. Lot 1's parking can be developed to facilitate use by the public during non-work hours. This parking could provide an important benefit to the waterfront's accessibility during peak use times. Monitoring and collection of revenue should be carefully assessed to establish a viable parking system.

**Sustainability:** The Port and the community have a commitment to support sustainable development. New buildings and facilities should be designed, built, and maintained *“to create conditions under which humans and nature can co-exist in productive harmony, and that permit fulfilling the social, economic, and other requirements of present and future generations”* (Environmental Protection Agency, 2009). Stormwater facilities and possibly other services can be jointly developed to provide mutually beneficial development incentives while conserving resources.

### **ANCHOR WAY**

An extended Anchor Way provides many benefits, not only to the functionality and flexibility of future Lot 1 development, but also provides improved public circulation and connections to the active waterfront areas. Building Anchor Way on Lot 1 is intended to extend the existing alignment of Anchor Way from the west of 2nd Street to 1<sup>st</sup> Street and connect to Nichols Basin Waterfront. A new Anchor Way streetscape provides space for two-way vehicular movement, parallel parking on both sides, pedestrian walks, and mid-block crossings. This alignment could also enable direct access to future development lots. Extending Anchor Way could also facilitate a dedicated loop route and central bus stop location and removed from busy adjacent streets. Existing utilities are intended to be relocated to align with the new street and provide service to the development parcels.



**Above:** Parallel parking with stormwater planting precedent.

### **FIRST STREET**

The realignment of 1<sup>st</sup> Street to the west could have ample benefits to future Lot 1 development and the public realm. A new 1<sup>st</sup> Street is intended to provide safe pedestrian crossings, on-street parking, and new plantings, creating a cohesive waterfront experience. As a result, new developable pads are accommodated along the east edge of the new 1<sup>st</sup> Street with continued pedestrian connections to the existing Nichols Basin Park. A new drop-off and curbside plaza could be built at the north end, at intersection with Portway Avenue, for park users. Anchor Way Plaza could be built at the terminus of Anchor Way, east of the new 1<sup>st</sup> Street.

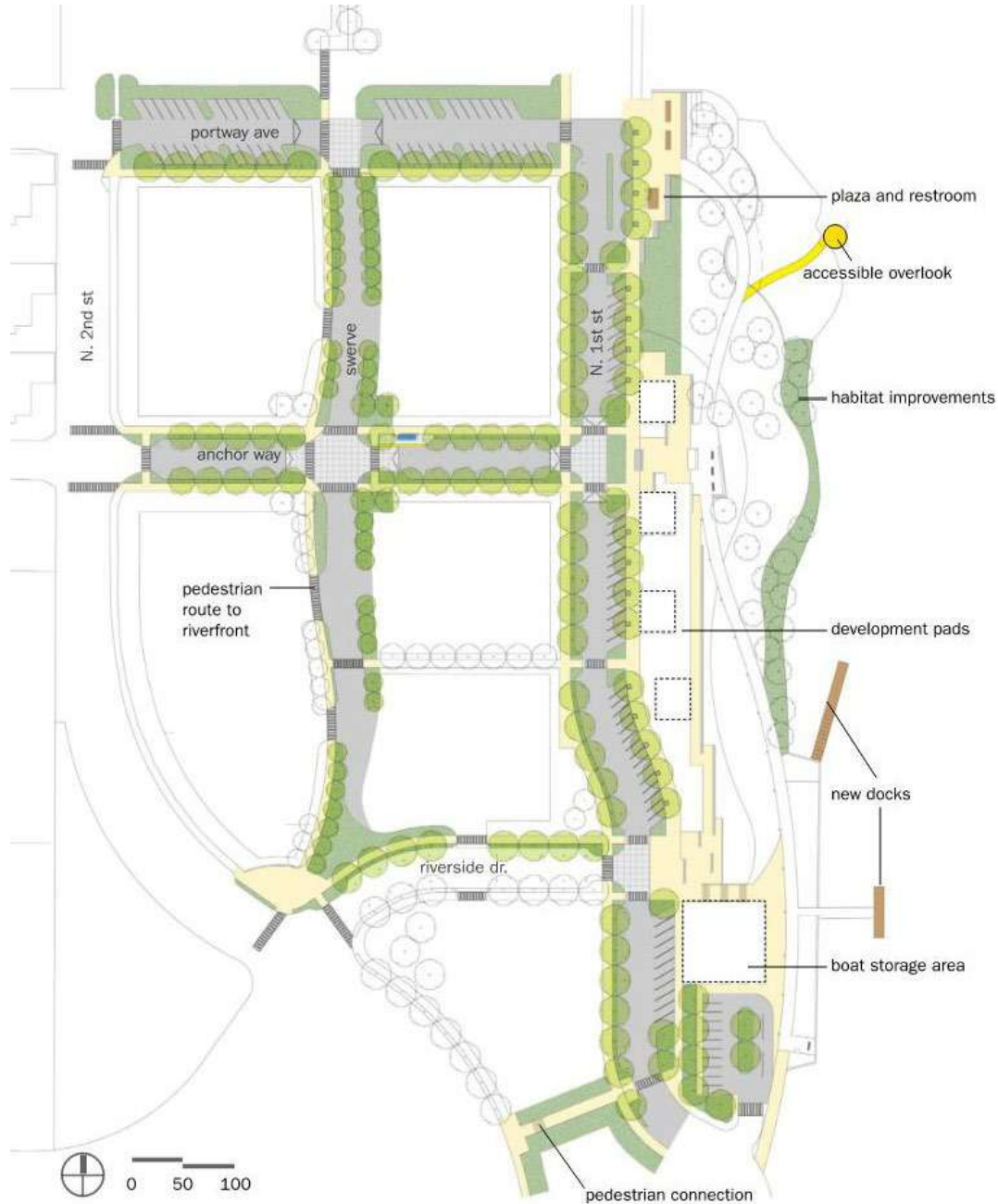


**Above:** Raised intersection pedestrian crossing example.



### SUMMARY

The development of Lot 1 will have a significant impact on the future of the Port of Hood River. It will provide strong connections between Hood River downtown and the waterfront, benefit both the public realm and future private development, and support a thriving Hood River community. The framework for a successful urban form can be implemented through moves such as the First Street realignment and the extension of Anchor Way, offering flexibility for future growth.

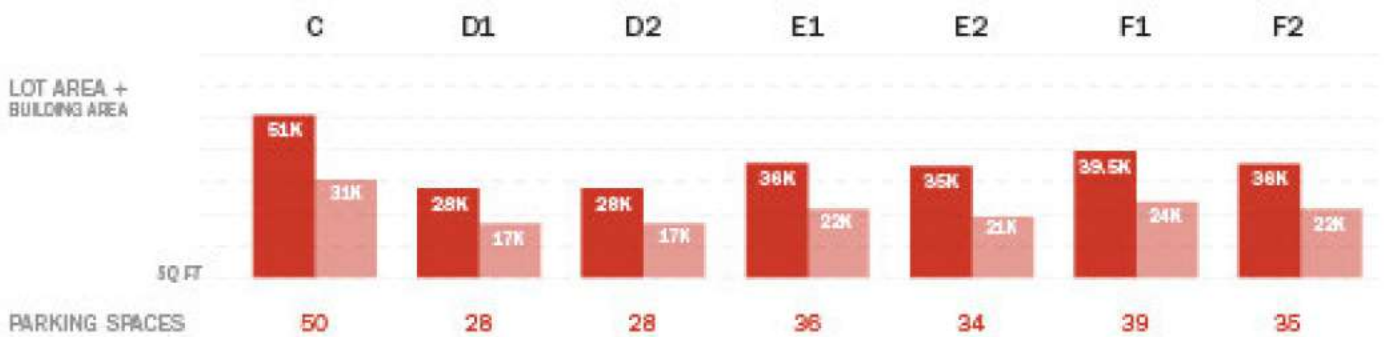


**Above:** Comprehensive Infrastructure & Enhancement Plan from 2019 Framework Plan.

**APPENDIX**

## 2016 RECOMMENDED SUBDIVISION PLAT & DEVELOPMENT TRENDS\*

Reference 2016 Lot 1 – Development Plan



\*Extrapolated data based on pre-2019 development trends

## RECOMMENDED CIRCULATION



### ALTERNATE 1 - SUBDIVISION PLAT\*

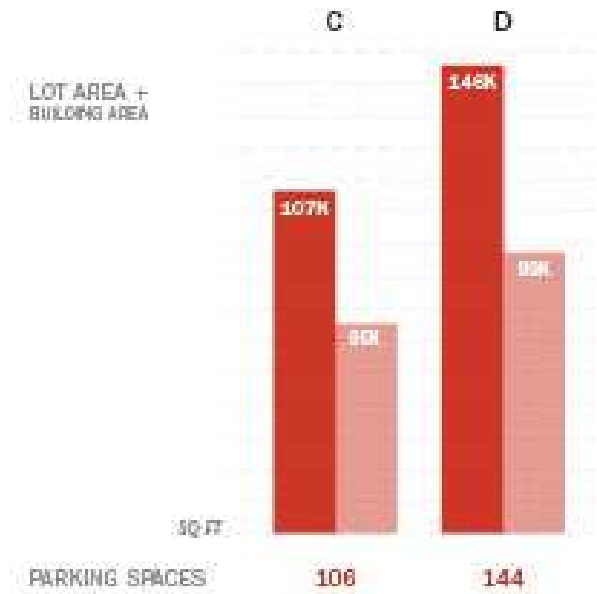


\*Extrapolated data based on pre-2019 development trends

# ALTERNATE 1 - CIRCULATION



## ALTERNATE 2 - SUBDIVISION PLAT



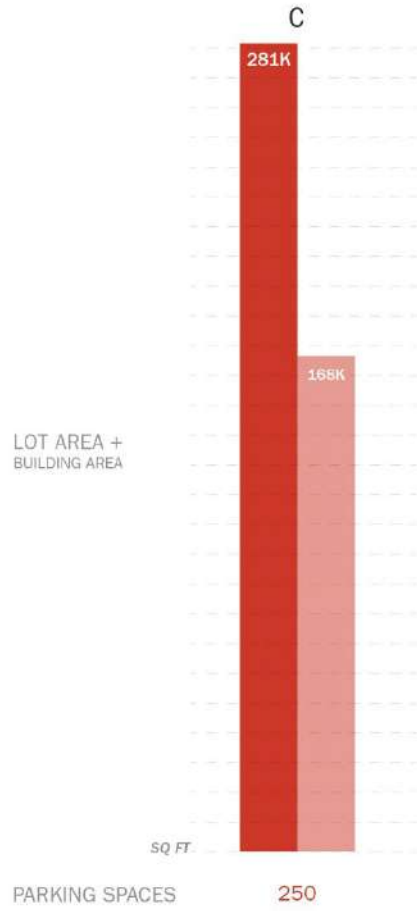
*\*Extrapolated data based on pre-2019 development trends*

## ALTERNATE 2 - CIRCULATION





### ALTERNATE 3 - SUBDIVISION PLAT



*\*Extrapolated data based on pre-2019 development trends*

### ALTERNATE 3 - CIRCULATION



## TECHNICAL MEMORANDUM

DATE: September 28, 2023

TO: Paul Schmidtke | KPFF

FROM: Kevin Chewuk and Brianna Velasquez | DKS Associates

SUBJECT: Port of Hood River – Anchor Way and N 1st Street Improvements  
Transportation Analysis

24050-000

This memorandum summarizes transportation analysis results for the proposed Anchor Way and N 1<sup>st</sup> Street improvements within the waterfront industrial park in Hood River, Oregon. This study supplements the previously completed analysis for the area in the Interchange Area Management Plan (IAMP) for the N 2<sup>nd</sup> Street interchange with Interstate 84 (I-84)<sup>1</sup> and identifies the most appropriate transportation improvements, with the following sections providing a summary of the expected intersection performance for the existing and future year conditions, and recommendations.

### PRIOR STUDY

In 2011 an IAMP for the N 2<sup>nd</sup> Street interchange with I-84<sup>2</sup> was completed and subsequently adopted into the Hood River Transportation System Plan (TSP)<sup>3</sup>. The IAMP established the desired function of the interchange and provided a long-range plan for infrastructure improvements. The analysis projected the N 2<sup>nd</sup> Street/Riverside Drive intersection to exceed its adopted mobility target by the year 2031 and included a long-range action stating that “restrictions to turn movements may be required, but that such changes should occur only when necessary and if no other solution is found to be acceptable.”

The IAMP also requires that any new development that would be expected to generate a significant amount of peak hour trips (the IAMP suggests 500 or more peak hour trips) to update the prior analysis. While no proposed development is triggering the required IAMP update, a supplemental analysis of the area was completed to evaluate a range of options at the N 2<sup>nd</sup> Street/Riverside Drive intersection, with a preferred solution and estimated year off need identified. The

<sup>1</sup> Hood River I-84 Exit 63 & Exit 64 Interchange Area Management Plan, ODOT and DKS Associates, December 2011.

<sup>2</sup> Ibid.

<sup>3</sup> Hood River Transportation System Plan, October 2011, Amended April 2021.

supplemental analysis also reevaluated the currently proposed project (see Figure 1) to extend Anchor Way from N 2<sup>nd</sup> Street to N 1<sup>st</sup> Street and reconstruct N 1<sup>st</sup> Street between Riverside Drive and Portway Avenue.

The following study intersections were evaluated, with their existing control identified:

1. N 2<sup>nd</sup> Street/Riverside Drive (all-way stop)
2. N 2<sup>nd</sup> Street/Anchor Way (stop control on the Anchor Way approach)
3. N 2<sup>nd</sup> Street/Portway Avenue (stop control on the N 2<sup>nd</sup> Street approach)

**FIGURE 1: CURRENTLY PLANNED IMPROVEMENTS AND STUDY INTERSECTIONS**



## EXISTING 2023 TRANSPORTATION CONDITIONS

This section provides documentation of existing transportation conditions in the project area, including an operational analysis and safety evaluation of the study intersections. For the purposes of the transportation analysis, the year 2023 was used as the baseline for existing conditions. Supporting details are provided in the appendix.

### SAFETY ANALYSIS

The most recent five years of available collision data at the study intersections was obtained from ODOT and used to evaluate the collision history<sup>4</sup>. There were three crashes recorded at the study intersections over the five-year period (see Table 1), with two of the crashes occurring at the N 2nd Street/Portway Avenue intersection and one at the N 2nd Street/Riverside Drive intersection.

There were no fatalities at the study intersections over the five-year period, although one of the crashes resulted in an injury. There were no crashes involving people walking or biking at the study intersections.

The collision types that occurred at the study intersections were angle and turning. These crashes show “no yield” or “disregarded traffic control” as the cited cause.

**TABLE 1: SUMMARY OF COLLISIONS AT STUDY INTERSECTIONS**

STUDY INTERSECTION	TOTAL COLLISIONS	COLLISION TYPE		COLLISION SEVERITY			COLLISION FLAG	
		ANGLE	TURNING	FATAL	INJURY	PDO*	PED	BIKE
N 2ND STREET/ RIVERSIDE DRIVE	1	1	0	0	1	0	0	0
N 2ND STREET/ ANCHOR WAY	0	0	0	0	0	0	0	0
N 2ND STREET/ PORTWAY AVENUE	2	0	2	0	0	2	0	0
<b>TOTAL</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>

Source: ODOT Crash Analysis and Reporting Unit. Reported collision data from 2017 to 2021.

\* PDO = Property Damage Only

<sup>4</sup> ODOT reported collisions for January 1, 2017, through December 31, 2021.

Crash rates provide an additional perspective on intersection safety and identify locations where people have a higher risk of being involved in a crash. Crash frequencies (the number of crashes in a period of time) tend to increase with higher vehicle traffic. With more exposure to vehicles, there are more opportunities for crashes to occur. Crash rates consider the number of crashes relative to the traffic volume at the intersection and are expressed in units of crashes per million entering vehicles.

Crash rates (crashes per million entering vehicles) for the study intersections were calculated and evaluated using the critical crash rate method from the Highway Safety Manual. The critical crash rate method compares an intersection’s crash history to that of other similar intersections, adjusting for volume at the intersection. Where an intersection’s crash rate is greater than the critical crash rate, it is an indication that a problem might exist, and that further study is warranted.

As shown in Table 2, crash rates calculated at all study intersections are well below this threshold, indicating the frequency of collisions is typical for the volume of traffic served.

**TABLE 2: STUDY INTERSECTION COLLISION ANALYSIS**

STUDY INTERSECTION	TOTAL COLLISIONS	OBSERVED CRASH RATE (PER MEV)	CRITICAL CRASH RATE (PER MEV)	OVER CRITICAL CRASH RATE
N 2ND STREET/ RIVERSIDE DRIVE	1	0.07	0.41	No
N 2ND STREET/ ANCHOR WAY	0	0.00	0.29	No
N 2ND STREET/ PORTWAY AVENUE	2	0.33	0.41	No

## EXISTING YEAR CAPACITY ANALYSIS

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This section will summarize the existing year intersection operations at the study intersections using Highway Capacity Manual (HCM) 6<sup>th</sup> edition methodology.

### EXISTING MOTOR VEHICLE VOLUMES

Traffic operations at the study intersections were analyzed using the estimated 30<sup>th</sup> highest annual hour traffic volume (30 HV) consistent with methodology outlined in the Oregon Department of Transportation *Analysis Procedure Manual (APM)*. Based on analysis of Automatic Traffic Recorder (ATR) data the seasonal peak occurs on a Sunday late afternoon in July<sup>5</sup>. Traffic counts were collected in August and adjusted to reflect this seasonal peak<sup>6</sup>, during both the Sunday late afternoon peak period (3:30 p.m. to 5:30 p.m.) and the weekday evening peak period (4:00 p.m. to 6:00 p.m.). These analysis periods are consistent with the previously completed Hood River I-84 Exit 63 & Exit 64 IAMP. The raw traffic counts are included in the Appendix.

### EXISTING INTERSECTION OPERATIONS

This section discusses the existing conditions for motor vehicles at the study intersections, including an analysis of traffic operations.

#### Intersection Performance Measures

Level of service (LOS) ratings and volume-to-capacity (v/c) ratios are two commonly used performance measures that provide a good picture of intersection operations. Agencies often incorporate these performance measures into their mobility standards. Descriptions are given below:

- **Level of service (LOS):** A “report card” rating (A through F) based on the average delay experienced by vehicles at the intersection. LOS A, B, and C indicate conditions where traffic moves without significant delays over periods of peak hours travel demand. LOS D and E are progressively worse operation conditions. LOS F represents conditions where average vehicle delay has become excessive, and demand has exceeded capacity.
- **Volume-to-capacity (v/c) ratio:** A decimal representation (typically between 0.00 and 1.00) of the proportion of capacity that is being used at a turn movement, approach leg, or intersection. It is determined by dividing the peak hour traffic volume by the hourly capacity of a given intersection or movement. A lower ratio indicates smooth operations and minimal delays. As the ratio approaches 1.00 (generally above 0.70), congestion noticeably increases, and performance is reduced. If the ratio is greater than 1.00, the turn movement, approach leg, or intersection is oversaturated and usually results in excessive queues and long delays.

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<sup>5</sup> Based on ATR data along I-84 in Cascade Locks (14-004) and Rowena (33-001).

<sup>6</sup> The most recent five years of July and August data from ATR 14-004 (2016-2019, 2022) and ATR 33-001 (2017-2022) was utilized to develop a calculated seasonal factor of 1.03 for both the weekday and daily periods.

### Jurisdictional Mobility Targets

The mobility targets for the study intersections vary according to the agency of jurisdiction for each roadway. Two of the study intersections are under City of Hood River jurisdiction and one is under ODOT jurisdiction.

ODOT requires a v/c ratio of 0.95 to be maintained<sup>7</sup>, while the City of Hood River standards require a LOS "D" or better to be maintained<sup>8</sup>.

### Existing Operating Conditions

Motor vehicle conditions were evaluated during the weekday and weekend p.m. peak hours at the study intersections using the *Highway Capacity Manual, 6<sup>th</sup> Edition* (HCM)<sup>9</sup> methodologies. Synchro reports can be found in the appendix.

As shown in Table 3, all study intersections meet the current mobility targets during the weekday and weekend p.m. peak hours. All intersections along N 2<sup>nd</sup> Street operate with a LOS B or better and with a v/c of 0.66 or less, well below the current mobility targets.

**TABLE 3: EXISTING 2023 STUDY INTERSECTION OPERATIONS**

STUDY INTERSECTION	TRAFFIC CONTROL	MOBILITY TARGET	WEEKDAY P.M. PEAK HOUR (30 HV)			WEEKEND P.M. PEAK HOUR (30 HV)		
			LOS	DELAY	V/C	LOS	DELAY	V/C
N 2ND STREET/ RIVERSIDE DRIVE	All-Way Stop Control	0.95 v/c	B	12	0.51	B	14	0.66
N 2ND STREET/ ANCHOR WAY	Two-Way Stop Control	LOS D	A/B	8/11	0.13/ 0.12	A/B	8/11	0.16/ 0.12
N 2ND STREET/ PORTWAY AVENUE	Two-Way Stop Control	LOS D	A/B	8/12	0.01/ 0.26	A/B	8/15	0.02/ 0.34

Note: Intersection operations are reported for the entire intersection all-way stop intersections, and for the worst major street movement/worst minor street movement at two-way stop control intersections.

<sup>7</sup> Oregon Highway Plan, Policy 1F, Action 1F.1. Updates through May 2015.

<sup>8</sup> Hood River Transportation System Plan, October 2011, Amended April 2021.

<sup>9</sup> Highway Capacity Manual, 6th Edition, Transportation Research Board, 2016.



## FUTURE TRANSPORTATION CONDITIONS

This section summarizes future year conditions and identifies how study intersections will function in the future without and with the currently proposed project (see Figure 1) to extend Anchor Way from N 2<sup>nd</sup> Street to N 1<sup>st</sup> Street. Included is a summary of future travel estimates, study intersection operational and queuing analysis, and recommended intersection configurations.

## PLANNING HORIZON AND SCENARIOS

The planning horizon years selected for analysis are the year 2031, which represents the horizon year for the previously completed analysis in the IAMP, and the year 2043, which represent a 20-year horizon forecast from the year 2023 existing conditions analysis.

Two roadway frameworks are assumed for the future analysis, one without the Anchor Way extension between N 2<sup>nd</sup> Street and N 1<sup>st</sup> Street and one with the extension, using the following assumptions:

- **No-Build Conditions** (without the Anchor Way extension) – Existing traffic volumes plus background traffic growth to the horizon year.
- **Build Conditions** (with the Anchor Way extension) – Existing traffic volumes plus background traffic growth to the horizon year, with the rerouted traffic associated with the new Anchor Way extension.

## FUTURE MOTOR VEHICLE VOLUMES

The horizon year motor vehicle volumes for 2031 and 2043 consist of the existing traffic volumes and background traffic growth. Background traffic volume growth for the peak hours through 2043 was estimated using the forecasts from the previously completed Hood River I-84 Exit 63 & Exit 64 IAMP, which was based on the year 2007/2008 (existing) and year 2031 (horizon). The total growth forecasted along the segment of N 2<sup>nd</sup> Street between the Riverside Drive and I-84 WB Ramp intersections<sup>10</sup> was then linearly adjusted from the existing year 2023 to the future forecast years of 2031 and 2043 both without and with the Anchor Way extension, representing an additional 8 and 20 years of growth, respectively.

The forecast resulted in an estimated average annual growth rate along N 2<sup>nd</sup> Street between the Riverside Drive and I-84 WB Ramp intersections of 8 percent per year for the weekday peak hour or an estimated growth of 273 trips through 2031 and 683 trips through 2043, and 10 percent per year for the weekend peak hour or an estimated growth of 337 trips through 2031 and 843 trips through 2043.

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<sup>10</sup> The weekend peak hour from the IAMP included 430 trips in 2007 and a forecast of 1,250 trips in 2031, representing a total growth of 820 trips over the 24-year period. The weekday peak hour from the IAMP included 435 trips in 2008 and a forecast of 1,405 trips in 2031, representing a total growth of 970 trips over the 23-year period.

## **FUTURE INTERSECTION OPERATIONS**

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This section discusses the forecasted conditions for motor vehicles at the study intersections, including an analysis of traffic operations. Detailed intersection operations calculation worksheets are included in the Appendix.

### **FORECASTED 2031 OPERATING CONDITIONS**

Table 4 shows the forecasted 2031 intersection operations at study intersections, both without and with the Anchor Way extension. The N 2nd Street/Anchor Way intersection was modified to account for this extension in the Build Conditions scenario, to include shared left-through-right turn lanes on each approach and with stop control on both Anchor Way approaches to N 2<sup>nd</sup> Street. All study intersection configurations in the No-Build Conditions scenario remain the same as Existing Conditions.

As shown in Table 4, all study intersections are expected to continue to meet mobility targets. However, the v/c ratios are expected to increase up to 29 percent during the peak hours by 2031 at the N 2nd Street/Riverside Drive intersection under the No-Build Conditions scenario (i.e., without the Anchor Way extension), with the intersection expected to operate with a v/c of 0.95 during the weekend peak hour, right at the current mobility target.

The Anchor Way extension is expected to improve operations at most nearby study intersections (i.e., under the Build Conditions scenario) when compared to 2031 conditions without it (i.e., under the No-Build Conditions scenario). The N 2nd Street/Riverside Drive intersection is expected to see a slight v/c reduction after the Anchor Way extension, with the intersection expected to operate with a v/c of 0.75 during the weekday peak hour and a v/c of 0.93 during the weekend peak hour.

Detailed intersection operations calculation worksheets are included in the Appendix.

**TABLE 4: FORECASTED 2031 STUDY INTERSECTION OPERATIONS (DHV)**

STUDY INTERSECTION	TRAFFIC CONTROL	MOBILITY TARGET	2031 NO-BUILD CONDITIONS (WITHOUT ANCHOR WAY EXTENSION)			2031 BUILD CONDITIONS (WITH ANCHOR WAY EXTENSION)		
			LOS	DELAY	V/C	LOS	DELAY	V/C
<b>WEEKDAY</b>								
N 2ND STREET/ RIVERSIDE DRIVE	All-Way Stop Control	0.95 v/c	C	18	0.77	C	16	0.75
N 2ND STREET/ ANCHOR WAY	Two-Way Stop Control	LOS D	A/B	8/11	0.15/ 0.17	A/C	8/17	0.17/ 0.14
N 2ND STREET/ PORTWAY AVENUE	Two-Way Stop Control	LOS D	A/B	8/13	0.01/ 0.30	A/B	8/13	0.01/ 0.29
<b>WEEKEND</b>								
N 2ND STREET/ RIVERSIDE DRIVE	All-Way Stop Control	0.95 v/c	C	21	0.95	C	18	0.93
N 2ND STREET/ ANCHOR WAY	Two-Way Stop Control	LOS D	A/B	8/11	0.20/ 0.17	A/C	8/20	0.22/ 0.14
N 2ND STREET/ PORTWAY AVENUE	Two-Way Stop Control	LOS D	A/C	8/19	0.03/ 0.47	A/C	8/18	0.03/ 0.46

Note: Intersection operations are reported for the entire intersection all-way stop intersections, and for the worst major street movement/worst minor street movement at two-way stop control intersections.

**FORECASTED 2043 OPERATING CONDITIONS**

The N 2nd Street/Anchor Way intersection was again modified to account for the Anchor Way extension in the Build Conditions scenario, to include shared left-through-right turn lanes on each approach and with stop control on both Anchor Way approaches to N 2<sup>nd</sup> Street. All study intersection configurations in the 2043 No-Build Conditions scenario remain the same as Existing Conditions.

Table 5 shows the forecasted 2043 intersection operations at study intersections, both without and with the Anchor Way extension. As shown, the N 2nd Street/Anchor Way and N 2nd Street/Portway Avenue study intersections are expected to continue to meet current mobility targets during the peak hours through 2043. However, the N 2nd Street/Riverside Drive intersection is expected to exceed the current mobility target and operate with a v/c over 1.00 during the peak hours.

The N 2nd Street/Riverside Drive intersection was already forecast to operate at the current mobility target in the 2031 No-Build Conditions scenario (i.e., without the Anchor Way extension) and would experience increased delay with added background traffic through 2043. The intersection is expected to operate with a v/c of 1.41 and 1.49 during the weekday and weekend peak hours respectively without the Anchor Way extension. This represents a significant increase

when compared to 2031 No-Build Conditions where the intersection operated with a v/c under 0.95 without the Anchor Way extension during the peak hours.

The Anchor Way extension is again expected to improve operations at the study intersections when compared to 2043 conditions without it. The N 2nd Street/Riverside Drive intersection is expected to see a v/c reduction up to 6 percent after the Anchor Way extension. Although the Anchor Way extension is expected to improve operations at this intersection, it will still exceed the current mobility target during peak hour conditions. A summary of alternatives considered to mitigate the impact at this intersection is provided later in this document. Detailed intersection operations calculation worksheets are included in the Appendix.

**TABLE 5: FORECASTED 2043 STUDY INTERSECTION OPERATIONS (DHV)**

STUDY INTERSECTION	TRAFFIC CONTROL	MOBILITY TARGET	2043 NO-BUILD CONDITIONS (WITHOUT ANCHOR WAY EXTENSION)			2043 BUILD CONDITIONS (WITH ANCHOR WAY EXTENSION)		
			LOS	DELAY	V/C	LOS	DELAY	V/C
<b>WEEKDAY</b>								
N 2ND STREET/ RIVERSIDE DRIVE	All-Way Stop Control	0.95 v/c	F	53	<b>1.41</b>	D	34	<b>1.35</b>
N 2ND STREET/ ANCHOR WAY	Two-Way Stop Control	LOS D	A/B	8/13	0.21/ 0.28	A/D	8/31	0.23/ 0.32
N 2ND STREET/ PORTWAY AVENUE	Two-Way Stop Control	LOS D	A/C	8/17	0.02/ 0.46	A/C	8/17	0.02/ 0.45
<b>WEEKEND</b>								
N 2ND STREET/ RIVERSIDE DRIVE	All-Way Stop Control	0.95 v/c	E	44	<b>1.49</b>	D	32	<b>1.45</b>
N 2ND STREET/ ANCHOR WAY	Two-Way Stop Control	LOS D	A/B	9/13	0.26/ 0.24	A/D	9/34	0.28/ 0.28
N 2ND STREET/ PORTWAY AVENUE	Two-Way Stop Control	LOS D	A/D	8/32	0.04/ 0.70	A/D	8/31	0.04/ 0.69

Note: Intersection operations are reported for the entire intersection all-way stop intersections, and for the worst major street movement/worst minor street movement at two-way stop control intersections.

## **N 2ND STREET/RIVERSIDE DRIVE INTERSECTION CONFIGURATION AND CONTROL**

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The recommended configuration and control for the N 2nd Street/Riverside Drive intersection were developed based on the identified needs at the intersection. Intersection geometries and control type supported by warrant analysis are covered in this section.

### **PRELIMINARY SIGNAL WARRANTS**

Preliminary signal warrants for the N 2nd Street/Riverside Drive intersection were also analyzed using the ODOT Transportation Planning and Analysis Unit (TPAU) preliminary traffic signal warrant analysis form. TPAU uses the MUTCD Signal Warrants 1, Case A and Case B, which deal primarily with high volumes on the intersecting minor street and high volumes on the major street. Full warrant analysis following the Manual on Uniform Traffic Control Devices (MUTCD) would be required before installation of a traffic signal.

Under the forecasted 2043 No-Build conditions the intersection would meet the preliminary signal warrant, however the intersection would not meet the preliminary signal warrant under 2043 Build conditions due to the traffic that was rerouted from the Riverside Drive approach to the Anchor Way extension. More details on the preliminary warrant analysis can be found in the Appendix.

### **INTERSECTION CONTROL EVALUATION**

The N 2nd Street/Riverside Drive intersection was identified as exceeding the mobility target during all scenarios by 2043. The following alternatives were analyzed at the N 2nd Street/Riverside Drive intersection using the forecasted 2043 weekend No-Build and Build scenario traffic volumes. The weekend peak period was selected for this evaluation since it represents the critical analysis period.

- **Two-way Stop** – only the Riverside Drive approaches to N 2<sup>nd</sup> Street will include stop control. The stop control on the N 2<sup>nd</sup> Street approaches would be removed.
- **Two-way Stop with northbound right-turn lane** – only the Riverside Drive approaches to N 2<sup>nd</sup> Street will include stop control. The stop control on the N 2<sup>nd</sup> Street approaches would be removed. A northbound right-turn lane will be added to the N 2<sup>nd</sup> Street approach to Riverside Drive.
- **Roundabout** – the intersection will be controlled with a roundabout.
- **Traffic signal** - the intersection will be controlled with a traffic signal. The preliminary traffic signal warrant was met under forecasted 2043 No-Build conditions.

As shown in Table 6, only the roundabout and traffic signal options would be expected to allow for the intersection to meet the 20-Year design mobility standards in the Highway Design Manual (HDM)<sup>11</sup> during the 2043 weekend No-Build and Build scenario peak hours. Under these options the intersection is forecasted to operate with a v/c of 0.76 or better through 2043.

**TABLE 6: N 2ND STREET/RIVERSIDE DRIVE INTERSECTION CONTROL OPTIONS (WEEKEND DHV)**

INTERSECTION CONTROL	MOBILITY TARGET	2043 WEEKEND NO-BUILD CONDITIONS (WITHOUT ANCHOR WAY EXTENSION)			2043 WEEKEND BUILD CONDITIONS (WITH ANCHOR WAY EXTENSION)		
		LOS	DELAY	V/C	LOS	DELAY	V/C
ALL-WAY STOP CONTROL	0.95 v/c (OHP)	E	44	<b>1.49</b>	D	32	<b>1.45</b>
TWO-WAY STOP CONTROL		A/F	9/1419	0.29/ <b>3.93</b>	A/F	9/1279	0.40/ <b>3.59</b>
TWO-WAY STOP CONTROL WITH NB RIGHT TURN LANE	0.80 v/c (HDM)	A/F	9/1036	0.29/ <b>3.11</b>	A/F	9/960	0.25/ <b>2.92</b>
ROUNDAABOUT		B	13.5	0.61	B	13.1	0.61
TRAFFIC SIGNAL		B	15	0.76	B	13	0.70

Note: Intersection operations are reported for the entire intersection all-way stop intersections, and for the worst major street movement/worst minor street movement at roundabouts and two-way stop control intersections.

<sup>11</sup> ODOT Highway Design Manual, Table 1200-1, January 2023.

The logo for kpff is displayed in the top left corner in a white, lowercase, sans-serif font. The background of the entire slide is a photograph of a street scene with a blue sky, clouds, and mountains in the distance. A blue semi-transparent banner is overlaid across the middle of the image, containing the main title and date.

kpff

# POHR – 1<sup>st</sup> Street and Anchor Way Extension

October 17<sup>th</sup>, 2023

# Introductions

Design Team

KPFF

Curt Vanderzanden

Paul Schmidtke

Walker Macy

DKS



# Current Concept

- Realignment of 1<sup>st</sup> Street
- Extension of Anchor Way



# Current Schedule

Task	Description	Start	End
NTP	Notice to Proceed	July 2023	July 2023
1 & 2	Research and Evaluation of Previous Assumptions and Anchor Way Decisions	July 2023	Oct 2023
3 & 4	30% Schematic Design	Nov 2023	Feb 2024
3 & 4	60% Detailed Design	Feb 2024	April 2024
3 & 4	90 % Construction Documents	April 2024	July 2024
3 & 4	100% Construction Documents	July 2024	August 2024
5	Permitting	July 2024	August 2024
6	Bidding	Sep 2024	Oct 2024
7	Construction	Oct 2024	Oct 2026

# Anchor Way Extension Assessment

## Goal

- Verify if the Anchor Way Extension as currently proposed is the correct design for Lot 1.



# Anchor Way Extension Assessment

## Review Historical Documentation

- Civil Research
- Urban Design Research

## Traffic Analysis

- 2<sup>nd</sup> and Riverside
- Is the Anchor Way Extension needed for future growth?

# Civil Research

- Vehicular & Pedestrian Connection
- Transit Stop and Transit Circulation
- Established Utility Corridor



# Urban Design

- POHR Lot Size Trends
- Urban Blocks
- View Corridor & Building Edges



# Existing Conditions

STUDY INTERSECTION	TRAFFIC CONTROL	MOBILITY TARGET	WEEKEND P.M. PEAK HOUR (30 HV)	
			LOS	V/C
1 - N 2ND STREET/ RIVERSIDE DRIVE	All-Way Stop Control	0.95 v/c (ODOT)		0.66
2 - N 2ND STREET/ ANCHOR WAY	Two-Way Stop Control	LOS D (CoHR)	A/B	
3 - N 2ND STREET/ PORTWAY AVENUE	Two-Way Stop Control	LOS D (CoHR)	A/B	



# Future Operating Conditions

STUDY INTERSECTION	TRAFFIC CONTROL	MOBILITY TARGET	2031 WITHOUT ANCHOR WAY EXTENSION		2031 WITH ANCHOR WAY EXTENSION	
			LOS	V/C	LOS	V/C
<b>WEEKEND</b>						
<b>1 - N 2ND STREET/ RIVERSIDE DRIVE</b>	All-Way Stop Control	0.95 v/c		0.95		0.93 (0.95 in 2033)
<b>2 - N 2ND STREET/ ANCHOR WAY</b>	Two-Way Stop Control	LOS D	A/B		A/C	
<b>3 - N 2ND STREET/ PORTWAY AVENUE</b>	Two-Way Stop Control	LOS D	A/C		A/C	



# Intersection Control at 2<sup>nd</sup> and Riverside

INTERSECTION CONTROL	MOBILITY TARGET	2043 WEEKEND WITHOUT ANCHOR WAY EXTENSION	2043 WEEKEND WITH ANCHOR WAY EXTENSION
		V/C	V/C
ALL-WAY STOP CONTROL	0.95 v/c (OHP)	1.49	1.45
TWO-WAY STOP CONTROL	0.80 v/c (HDM)	0.29/3.93	0.40/3.59
TWO-WAY STOP CONTROL WITH NB RIGHT TURN LANE		0.29/3.11	0.25/2.92
ROUNDBOUT		0.61	0.61
TRAFFIC SIGNAL		0.76	0.70

OHP – Oregon Highway Plan  
HDM – Highway Design Manual

# Project Options

- Assumptions
  - ODOT / City agree with the following options
  - EDA funds can be redirected
  - Staff will pursue other grants to complete the 1<sup>st</sup> Street Realignment and Anchor Way Extension if needed.

# Project Options

- 1 - Current Concept
  - Anchor Way Ext. and 1<sup>st</sup> St. Realignment
- 2 - 1<sup>st</sup> Street Realignment and Anchor Utilities
  - Proceed with 1st St Realignment and realign the utilities across Lot 1 to the existing Anchor Way Alignment
- 3 - 2<sup>nd</sup> Street and Riverside
  - Focus on 2nd and Riverside intersection. Do not continue with 1st Street and Anchor Way Design unless additional funding is secured.
- 4 - Current Concept CD (Construction Documents)
  - Proceed with current concept to produce CDS but discontinue construction to refocus on 2nd and Riverside.

# 1 - Current Concept

## Anchor Way Ext. and 1<sup>st</sup> St. Realignment

- Advantages
  - Currently Funded
  - Realigns 1st St to allow for development along Nichols Basin
  - Establishes a Utility Corridor
  - Establishes Pedestrian and Vehicular Access
  - Frames Lot 1
  - Provides a Temporary Solution for 2nd & Riverside
- Disadvantages
  - Less Flexible for Lot 1 Development
  - Not a long-term solution for 2nd and Riverside

# 2 – 1<sup>st</sup> St. Realignment & Anchor Utility Ext.

Proceed with 1<sup>st</sup> St Realignment and realign the utilities across Lot 1 to the existing Anchor Way Alignment

- Advantages
  - Currently Funded
  - Realigns 1<sup>st</sup> St to allow for development along Nichols Basin
  - Establishes a Utility Corridor to support development of Lot 1
  - Allows for flexibility in the development of Lot 1
- Disadvantages
  - Does not address the future traffic issues at 2<sup>nd</sup> and Riverside
  - Vehicular & Pedestrian Access through Lot 1 is not identified at this time

# 3 - Second and Riverside

Focus on the 2<sup>nd</sup> and Riverside intersection. Do not continue with 1<sup>st</sup> Street and Anchor Way Design unless additional funding is secured.

- Advantages
  - Permanent solution to future traffic issues at 2<sup>nd</sup> & Riverside
  - If funds are available, provides a utility corridor through Lot 1
  - If funds are available, realigns 1<sup>st</sup> St to allow for development along Nichols Basin
- Disadvantages
  - Unknown if Current funding can be transferred
  - May not have funds to realign 1<sup>st</sup> St
  - May not have funds to construct a Utility Corridor

# 4 – Current Concept CDs

Proceed with current concept to produce CDs but discontinue construction to refocus on 2<sup>nd</sup> and Riverside.

- Advantages
  - Portion of this is currently funded and allows for flexibility for future construction to be implemented as needed from development
  - Construction costs potentially offset by incoming developers
  - Provides a permanent solution to future traffic issues at 2<sup>nd</sup> & Riverside if funding can be transferred
- Disadvantages
  - Lot 1 remains undeveloped
  - Current funding may not be transferable

kpff

Thank you.



# Commission Memo



Prepared by: Genevieve Scholl  
Date: October 17, 2023 Waterfront  
Re: Parking System YTD Report

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During the May 16, 2023 meeting, the Commission approved Resolution No. 2022-23-12 setting new waterfront parking rates, fees, zones and hours (attached for reference). In summary, the Resolution made the following changes to the waterfront parking system:

1. Expansion of paid parking areas to include the Hook and the Marina.
2. Payment method changes to text to pay or mobile payment only.
3. Rate and fee adjustments, change to hours that payment is required.
4. Change to West Portway vehicle types allowed.

The system changes were devised to help achieve the Commission's goal of eliminating reliance of toll revenue for operations and upgrades to Port-owned waterfront parks, amenities, and open spaces. Staff sought ways to reduce parking system costs while increasing revenue, while maintaining an acceptable level of service and safety for waterfront patrons. Thus far the results indicate a 40.5% net increase (+\$98,482.31) within the parking system as viewed in isolation. (Facilities and administrative costs are not included in this analysis but will be part of the annual fiscal year budget review).

Somewhat unlike prior waterfront parking system changes, these policies were implemented very quickly (within 4.5 weeks) and were developed without a third-party consultation or traffic/fiscal impact study. This year-to-date report is to provide immediate results to the Commission following the busy summer season, compared to the entire 2022 calendar year. A final calendar year-to-year comparison will be provided in January.

It's important to note that these numbers are not audited and are compiled from reports derived from various sources and thus should only be considered as preliminary. Since the Port's fiscal year splits the summer season, staff finds it helpful for discussion purposes to present this information based on the calendar year. Staff will present these preliminary findings and discuss important issues for Commission consideration during Fall Planning.

**RECOMMENDATION:** Informational.

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**PORT OF HOOD RIVER  
Resolution No. 2022-23-12**

**A RESOLUTION SETTING WATERFRONT PARKING ENFORCEMENT,  
RATES, FEES, ZONES AND HOURS**

**WHEREAS**, the Commission would like to create a policy for the management of the waterfront parking enforcement, rates, fees zones and hours;

**WHEREAS**, the Commission adopted Ordinance 27 on May 16, 2023, stating that the Commission shall adopt, by resolution, a Board policy and procedure for vehicle parking in the Port’s Parking Zones; and NOW, THEREFORE

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

**Section 1. Vehicle Parking.**

- A. No person shall park a vehicle on Port Property in violation of an Official Sign or request of a Port employee.
- B. No person shall park a vehicle Overnight anywhere on Port Property unless expressly authorized by the Port.
- C. No person shall park a vehicle on Port Property where curbs are painted red.

**Section 2. Pay to Park Zones and Hours.**

- A. Payment for parking will be required between the hours of 8:00 a.m. and 6:00 p.m. No parking is allowed on any Port-owned lots and streets between the hours of 11:00 p.m. and 6:00 a.m. There is no maximum stay limit for any designated parking space between the hours of 6:00 a.m. and 11:00 p.m.
- B. **WATERFRONT ZONE:** Encompasses all Port-owned streets and parking lots west of Nichols Basin, except for the Event Site Parking Lot. (Nichols Basin parking lot, N. 1<sup>st</sup> Street, Lot 1, westernmost block of Portway Avenue, western half of the West Jensen Parking lot, easternmost block of Portway Avenue, and the Hook).
- C. **EVENT SITE ZONE:** The Event Site Parking Lot (and Lot 1 overflow parking when full).
- D. **HOOK ZONE:** The westernmost block of Portway Avenue, extending west out to the end of the Hook.
- E. **JENSEN ZONE:** The west half of the west Jensen Building parking lot.
- F. **MARINA ZONE:** The Marina Boat Launch Parking Lot *and overflow parking at the gravel lot located south of the Marina Park #2 Building (DMV Building).*

**Section 3. Free to Park Zones and Hours.** No payment is required for parking in the Spit Parking Lot, the Marina Beach Parking Lot, and the Marina Moorage Parking Lot. No parking is allowed on any Port-owned lots and streets between the hours of 11:00 p.m. and 6:00 a.m., and no parking is

allowed in Free-to-Park lots after 9:00 p.m.

#### **Section 4. Parking Rates and Fees.**

Parking rates in all Zones will be \$2.50 per hour (per parking space occupied), up to \$15 per day for regular length vehicles, and \$25 per day for overlength vehicles parked at the Event Site.

Annual season passes are valid for parking in the Event Site, Lot 1 overflow parking, western half of the West Jensen parking lot (excluding overlength vehicles), *and the Marina Boat Launch parking lot and its overflow lot located south of the Marina Park #2 Building (DMV Building.)* Passes are valid January 1 – December 31 for lot open hours only. Passes are not valid for on street parking. Prices for annual passes are \$200 for vehicles up to 20' ("Regular Length") and \$350 for vehicles over 20' ("Overlength"). *Regular Length passes are acceptable in the Marina Boat Launch parking lot for all vehicles with boat trailers attached, Overlength passes are not required in this lot.*

#### **Section 5. Vehicle Types Allowed in Parking Lots.**

- A. Event Site Parking Lot:** Gates are open 7:00 a.m. to 9:00 p.m. Payment required between 8:00 a.m. and 6:00 p.m. Regular Length Vehicles (up to 20' in total length) and Overlength Vehicles (over 20' in total length) are allowed.
- B. West Jensen Parking Lot:** Open all hours. Payment required between 8:00 a.m. and 6:00 p.m. Overlength Vehicles (over 20' in total length) are NOT allowed.
- C. Nichols Basin Parking Lot:** Open all hours. Payment required between 8:00 a.m. and 6:00 p.m. Regular Length Vehicles (up to 20' in total length) and Overlength Vehicles (over 20' in total length) are allowed.
- D. Marina Boat Launch Parking Lot:** Open all hours. Payment required between 8:00 a.m. and 6:00 p.m. *All vehicles towing boat trailers are considered "Regular Length" in this lot. Daily maximum rate is \$15.00.*
- E. Spit, Marina Beach and Marina Moorage parking lots -** Regular Length Vehicles (up to 20' in total length) and Overlength Vehicles (over 20' in total length) are allowed. Commercial Trucks are not allowed. Commercial trucks are defined as a tractor or tractor trailer combination in excess of 10,000 gvwt. No parking allowed in these lots after 9:00 p.m.

#### **Section 6. Vehicle Types Allowed on Streets and Roads.**

- A. The Hook:** Open 7:00 a.m. to 9:00 p.m., hours may change seasonally. Payment required between 8:00 a.m. and 6:00 p.m. Overlength Vehicles (over 20' in total length) are NOT allowed. Parking in designated spaces only. Vehicles parked in FIRE ZONES or in any way impeding access of emergency response vehicles will be towed at the owner's expense.
- B. West Portway Avenue:** Open all hours. Payment required between 8:00 a.m. and 6:00 p.m. Passenger vehicles allowed 7 days a week. *Commercial Trucks are not allowed. Commercial trucks are defined as a tractor or tractor trailer combination in excess of 10,000 gvwt.*
- C. North 1<sup>st</sup> Street and East Portway Avenue:** Open all hours. Payment required between

8:00 a.m. and 6:00 p.m. Passenger vehicles allowed 7 days a week. Commercial trucks not allowed May 15 through October 15. Commercial trucks are defined as a tractor or tractor trailer combination in excess of 10,000 gvw.

### **Section 7. Violation Penalties**

- A. Non-payment (per parking space) - \$40
- B. Parking in Unauthorized Space - \$30
- C. After Hours Parking (anytime between 11:00 p.m. to 6:00 a.m. all Zones AND after 9:00 p.m. in the Event Site Parking Lot) - \$40
- D. Non-payment of violation penalty after 30 days of issuance - \$15
- E. Non-payment of violation penalty after 60 days of issuance - \$25
- F. Non-payment of violation penalty after 90 days of issuance – Send to collections, will include collections fees assessed by Duncan Solutions.
- G. Removal of immobilization device - \$50
- H. Towing administrative fee - \$10% of towing cost

### **Section 8. Payment Method**

- A. Hourly and Daily Payment, All Zones: Pay-by-Text or Mobile App only, no cash payment or kiosk option.
- B. Annual Pass Purchase, Event Site Parking Lot, Lot 1, western half of West Jensen Parking Lot, *Marina Boat Launch Parking Lot and overflow parking at lot located south of the Marina Park #2 Building (DMV Building)*: Annual season pass option allowed in these lots. (No overlength passes/vehicles allowed in West Jensen lot). *Annual passes can be purchased with credit or debit card online at the Port website, or with cash, check, debit or credit card at the Port office during regular business hours.*
- C. Parking violation payment accepted by cash, check, or credit card at the Port office during regular business hours or via U.S Mail to: Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031.

**Section 9. Immobilization Device.** Failure to pay multiple Parking Complaints may result in the use of a vehicle immobilization device. To free the car from the immobilization device, the driver must pay all outstanding Parking Complaints. Removal of the immobilization device is only done during the Port’s regular business hours of 8:00 am to 5:00 pm, Monday through Friday (excluding holidays).

**Section 10. Towing.** Failure to pay multiple Parking Complaints or vehicles parked in manner that is a hazard may result in towing of the vehicle. The vehicle shall be impounded and towed by a licensed towing company to the towing company's garage. The towing and storage of a vehicle pursuant to this Section shall create a lien against the vehicle and any property left within the vehicle in favor of the towing company as provided by ORS 87.152. The owner of the impounded vehicle, or the owner’s authorized agent, may redeem such vehicle commencing the next business day following the impounding of the vehicle upon payment of the towing bill, vehicle storage fees in a per diem amount contractually established between the Port and the service provider. If redemption is not made within 30 days after the vehicle is impounded, then such

vehicle may be disposed of by the towing company in accordance with the procedure provided for in the foreclosure of liens under ORS 87.152 et seq.

**Section 11. Annual Review.** The Commission, through assistance by Port staff, shall annually review and adopt a new rate, fees and charges resolution prior to the subsequent budget's adoption. Any fee adjustments to this policy may be done through an annual rate adjusting resolution.

**Section 12. Effective Date.** The effective date of this resolution is June 1, 2023.

**Section 13. Repealer.** All previous rates and/or policy resolution regarding waterfront parking are hereby repealed.

Adopted by the Board of Commissioners of the Port of Hood River this 16th day of May 2023.

**SIGNED**

DocuSigned by:  
*Ben Sheppard*  
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Ben Sheppard, President

**ATTEST**

DocuSigned by:  
*Mike Fox*  
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Michael Fox, Secretary



# PAID PARKING YEAR TO YEAR REPORT

2022 VS YTD 2023

# CHANGES MADE WITH RESOLUTION 2022-23-12

Add Hook and Marina paid zones

Mobile payment only, no kiosk or in-person pass sales at Event Site

Hourly rate increase to \$2.50 per hour/\$15 daily max all zones

Annual pass prices increased, added Marina pass option

Hours adjusted to match City, except Sundays

Violation Fines Increased



# Annual Pass Sales



Year	Regular Length	Overlength	Total	Number Sold	Prices
2022	\$177,300	\$47,030	\$224,300	1,227	Regular - \$150 Overlength - \$250
YTD 2023	\$183,800	\$11,900	\$195,700 (-12.7508%)	953 (-22.33%)	Regular - \$200 Overlength - \$350

# Metered Parking – All Areas



Year	Total	# Transactions	% Change
2022	\$101,392.92	22,554	
YTD 2023	\$191,515.95	28,508	+88.85%*

*\* Note – Daily pass sales at the Event Site in 2022 totaled \$52,830. This type of transaction switched to metered parking in 2023. Accounting for 2022 Daily Passes makes this only a +24.17% increase year-to-year.*

# New Revenue from Hook & Marina



Zone	YTD Total	# Transactions
Hook	\$41,229.58*	7,157*
Marina	\$14,955.40	1,946

*\*Note: This total does not include transactions made via kiosk on W. Portway to reflect changes made after passage of Resolution and implementation of new system. Total kiosk transactions was \$5,093.43 in 847 transactions.*

# Metered Parking – Total by Zone

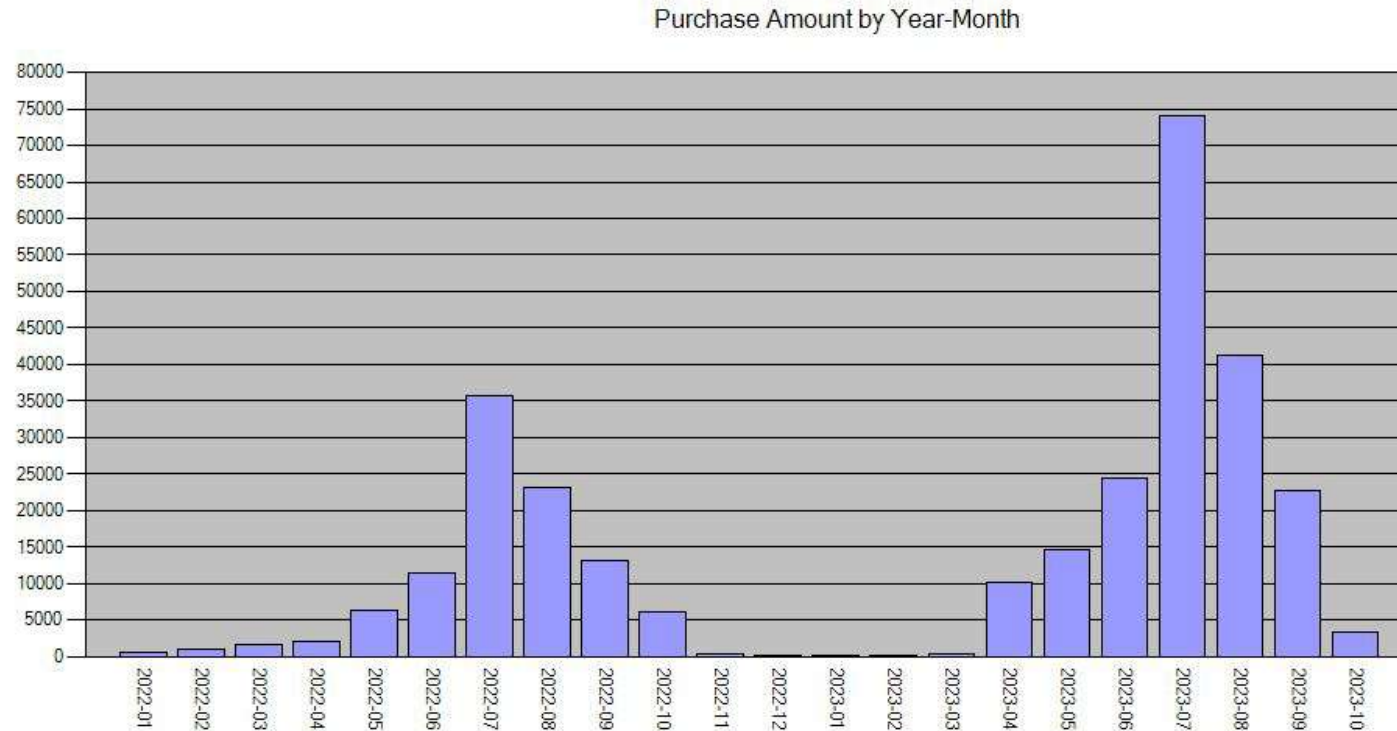


Year	Hook & West Portway	West Jensen	Event Site	WF Streets & Nichols Basin	Marina	Total
2022	\$9,457.39	\$27,280.97	\$12,341.60	\$52,312.96	\$0.00	\$101,392.92
YTD 2023	\$46,323.01	\$20,773.86	\$59,243.77*	\$50,219.91	\$14,970.80	\$191,515.95

+88.85%  
increase

\* Note – Daily pass sales at the Event Site in 2022 totaled \$52,830. This type of transaction switched to metered parking in 2023.

# Metered Parking – By Month



# Citations Issued Comparison



Year	After Hours	Non-Payment	Overtime	Unauthorized Space	Total
2022	\$360.00 (9)	\$4,446.00 (252)	\$20.00 (2)	\$3,840.00 (205)	\$8,666.00
YTD 2023	\$720.00 (18)	\$52,970 (1,372)	\$740.00 (37)	\$2,605.00 (91)	\$57,035.00

+558.15%  
increase

\* Note – Total number of citations for each violation shown in parentheses.

# Citation Payments Received Comparison



Year	Total
2022	\$9,932.00
YTD 2023	\$34,995.00

+252.35%  
increase

Includes payment for late fees.

# YTD 2023 Citation Dismissals



Dismissal Reason	Count	\$ Value
Courtesy	53	\$1,720.00
Valid Dispute	248	\$9,521.00
Dismissed for Payment of Time Parked (P.A.D.)	101	\$4,268.00
	Total Number - 402	Total Value - \$15,509.00



# Parking Staff Expenditures Comparison



11

Year	Total
2022	\$34,879.38
YTD 2023	\$43,091.65

+23.55%  
increase

Total Expenditures (including taxes, PERS, Worker's Comp for Event Site parking booth and parking enforcement personnel only.)

# Parking Services Agreements Expenditure Comparison

	CALE/Flowbird	Duncan Solutions	Total
2022	\$43,842.66	\$13,545.56	\$57,388.22
YTD 2023	\$13,759.31	\$23,520.36	\$37,279.76
% Change	-68.6%	+73.63%	-37.04%

CALE/Flowbird decrease reflects removal of kiosks and related maintenance expense.  
Duncan increase reflects new enforcement hardware and increased citation volume.

# Parking System Net Income Year to Year Comparison

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Year	Revenue	Expense	Total
2022	\$335,624.92	\$92,267.60	\$243,357.32
YTD 2023	\$422,210.95	\$80,371.32	\$341,839.63
Change +/-	+\$86,586.03	-\$11,896.28	+\$98,482.31

+40.47%  
increase

# Key questions for 2024

1. Should we lower prices for Marina parking lot?
2. Should we offer alternate pay method at Boat Launch?
3. Should we offer a Senior discount?
  - a) Verification process?
  - b) Specify only Marina lot, leave Event Site and Jensen as is?
4. Should we return to selling daily and annual passes at the Event Site booth?

# Commission Memo



Prepared by: Kevin Greenwood  
Date: October 17, 2023  
Re: Treaty MOA Loss of Fishing  
Access During Bridge  
Construction

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Commissioner Fox will present information related to the bridge replacement project and the Treaty Tribes MOA and potential loss of fishing access during construction.

**RECOMMENDATION:** Informational.

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: October 17, 2023  
Re: Existing Bridge Risk Register

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The Internal Bridge Committee met with the Port's engineering team last month and reviewed a number of inspection reports. The team includes Mark Libby, HDR; Paul Bandlow, WJE; and Harvey Coffman, Coffman Engineering. Commissioners Fox and Bieker, and Director Greenwood also attended.

Based upon the conversation, staff created an initial list of risk items and shared with the engineering team for feedback. The register is included on the agenda to review by the full Commission to bring awareness of the risk items related to the current bridge.

**RECOMMENDATION:** Informational.

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**DRAFT**  
**Risk Register - 2023/10/01**

Categories: L - lift span related, S - Superstructure, RB - Road Bed, F - Foundations, O - Operations

Risk		Date	Maj, Med, Mir	H, M, L				Step			
Item	Cat	Id'd	Significance	Probability Occurrence	Title	Description	Impact	No	Mitigation Steps	Resp	Due Date
Corrosion on access ramps											
1	RB, S, L	9/1/23	Med	M to H	Overweight Trucks	Trucks exceeding specified weight traveling across bridge. Currently no way to stop over loaded, overweight trucks from access.	Excessive weight stresses grating welds, other support members. As a minimum causes additional maintenance to some structural failures-	1	Develop simple chart to aide toll takers to calculate likely weight of truck. Probably two types; log trucks and fruit trucks. Somehow tag license plate for use later. Develop ways to contact owner.		
								2	Train staff.		
								3	Port Executive to call offenders.		
								4	Consider getting support from DOT for spot weigh scale checks at either end of bridge. Word will get around that random checks could happen.		
2	RB, S, L	9/1/23	Min	H	Traffic speed	High percentage of traffic is exceeding speed limit.	Ticketing speeders is a battle for diminished returns, given the impact of speeding. People are driving slower with the reduced speed limit and speed meters. Chasing speeders is not the most effective use of Port resources.	1	Add camera's to speed signs in order to collect both speed and license numbers. Look into flashing speed signs that alert motorists to their speed.		
								2	Develop policy of speed fines to be implemented.		
								3	Train and implement		
3	S	9/1/23	Maj	L	Identify hi risk structural members (Fracture critical members and gusset plate connections)	Inspect hi risk members more frequently, repair earlier	Waiting for an inspection every two years can lead to excessive wear, worse member issues. Catching them earlier could mean less costly fixes.	1	Define criteria of "hi risk structural members" By definition the fracture critical members are considered high risk due to lack of redundancy and severity of a failure. Gusset plate connections should also be considered.		
								2	Develop inspection plan and approach. Take advantage of planned shutdowns to perform additional inspections.		
								3	Evaluate additional costs of inspections		
								4	Collect data to see if doing so reduces severity and frequency of repairs		

**DRAFT**  
**Risk Register - 2023/10/01**

Categories: L - lift span related, S - Superstructure, RB - Road Bed, F - Foundations, O - Operations

Risk		Date	Maj, Med, Mir	H, M, L				Step			
Item	Cat	Id'd	Significance	Probability	Title	Description	Impact	No	Mitigation Steps	Resp	Due Date
<b>Corrosion on access ramps</b>											
5	O	9/1/23	Maj	M	Bridge Shutdowns communications to users	Numerous cases where due to accidents and other causes the bridge is shut down with traffic on it. There is currently no way to keep traffic from entering southbound as there is no staff or signage on the WA side.	Traffic on bridge loads up on WA side until police or others can be brought on to shut down access.	1	Look at options to quickly close bridge access in both directions. Perhaps add an electronic message sign controlled from the toll booth to inform incoming traffic of bridge closure before accessing the bridge.		
								2	Define message capability for such a sign.		
								3	Get estimate to provide and place in service such an electronic sign at least on the WA approach.		
6	S	9/1/23	Maj	L	Guard rails on lift span	Indications are that a car accident on the lift span may not be contained by existing guard rail system.	Car could punch through guard rail. Unidentified liability.	1	Commission engineering study to determine modifications necessary to strengthen lift span guard rail.		
								2	Evaluate costs for modifications.		
								3	Recommendation to Board		
								4	Implement approved recommendations		
7	All	9/1/23	Min - Maj	M	Lack of maintenance and operational procedures.	Appears that operations has relied upon institutional knowledge in maintaining and operating the bridge.	As new staff come on board or engineering staff change there is a lack of written knowledge available to next generation worker. This can lead to mistakes that cause extra costs to be incurred to potential of worker harm.	1	Have engineering develop list of needed bridge procedures for both operations and maintenance.		
								2	Get the procedures written, reviewed, revised and issued.		
								3	Train staff on procedure use.		
								4	Develop and implement assessment procedure and policy then implement. At least once a year or more often where needed conduct an assessment as to how well the procedures are implemented. Have a formal plan / report issued as to results.		
8	RB, S	9/1/23	Med	M	Ramp Corrosion	Increased corrosion to rebar internal to concrete ramp structures	Chemical reactions from road run-off eventually resulting in concrete spalling and spot degradation.	1	Conduct annual inspections under the ramps and to concrete degradation on top.		

**DRAFT**  
**Risk Register - 2023/10/01**

Categories: L - lift span related, S - Superstructure, RB - Road Bed, F - Foundations, O - Operations

Risk		Date	Maj, Med, Mir	H, M, L				Step			
Item	Cat	Id'd	Significance	Probability	Title	Description	Impact	No	Mitigation Steps	Resp	Due Date
Corrosion on access ramps											
								2	Develop inspection plan to determine severity		
								3	Increase maintenance/capital budget for concrete cap or other remediation.		
9	F	9/1/23	Med	M	Underwater Pier Degradation	Increased flow corrosion to original pier structure	Flow corrosion from river continuing to degrade pier surface.	1	Develop baseline condition and criteria for determining annual degradation.		
								2	Conduct annual inspections to scour conditions		
								3	Increase maintenance/capital budget for repairs		
11	L	9/1/23	Maj	M	AASHTO Compliance	Lift mechanical and electrical components do not meet AASHTO code requirements	Less awareness of out of code elements increases chance of lack of understanding and failure	1	Describe all mechanical and electrical components.		
								2	Evaluate life history of each component including code compliance		
								3	Determine whether component can be inspected and impacts to operations of an inspection		
								4	Determine a replacement or repair plan w budget adoption		
12	RB	9/1/23	Maj	M	Weld Program	Develop a weld program for the bridge's steel grate deck and stringers	Lack of grate program could increase in section failure; ensure that work is conducted by certified welders.	1	Create criteria for evaluating welds		
								2	Inspect deck on regular basis considering criteria		
								3	Monitor and record certifications for welders		
								4	Develop welding plan and maximize when bridge is closed for other maintenance. Document number of weld repairs by panel number over time. Track effectiveness of repairs by re-crack frequency.		
13	L	10/5/23	Med	L	Live load bearings	Adjust live load supports to obtain the correct contact at the live load bearings and intermediate support.	Puts additional stresses in machinery parts, affects vehicular ride quality	1	Assess problem.		
								2	Develop repair procedure		

**DRAFT**  
**Risk Register - 2023/10/01**

Categories: L - lift span related, S - Superstructure, RB - Road Bed, F - Foundations, O - Operations

Risk		Date	Maj, Med, Mir	H, M, L Probability				Step			
Item	Cat	Id'd	Significance	Occurrence	Title	Description	Impact	No	Mitigation Steps	Resp	Due Date
Corrosion on access ramps											
								3	work with Port to correct problem.		
								4	Alternately have contractor correct problem.		
14	L	10/5/23	significant	L	Reduce machinery failure probability	The machinery is currently overload per current AASHTO design. Steps can be taken to limit the machinery loading.	An emergency stop that applies the brake during operation or a jamming or control failure that causes the motor to reach stall torque will overstress the machinery and this could result in machinery failure.	1	Analyze problem.		
								2	Develop corrective action		
								3	Implement corrective actions		
								4			



Executive Director's Report  
October 17, 2023

### EXECUTIVE DIRECTOR – KEVIN GREENWOOD

- *Attended Oregon Airport Management Association (OAMA) conference in Newport, Ore. with Commissioner Bieker. We met with Oregon Dept. of Aviation (ODA) Kenji Sugahara. Sessions focused on legislative updates, airport development case studies, grant funding opportunities, cost estimating/bidding projects, and gas tank installations.*



- *Attended Pacific NW Waterways Association (PNWA) conference in Vancouver, Wash. Michael Shannon presented on the status of the bridge replacement effort on a panel with I-5 bridge project director and DOT representatives. Sessions included US Army Corps Commanders panel, partnering with tribes on projects, and business meeting. PNWA updated its bylaws and will likely be updating dues structure early in 2024.*
- *Annual Columbia Gorge Economic Symposium scheduled for Friday, Nov. 3<sup>rd</sup> at the Port of Cascade Locks. Opportunity for networking, presentations from regional state economists and successful business case studies. Contact Kevin or Genevieve if you're interested in participating.*
- *Conversation with USCG Dist. 13 about the installation of Pier identification numbers for treaty fishers and a river gauge. Received guidance during installation which will require local notice to mariners.*
- *Reviewed KPFF powerpoint, discussed options for Commission consideration at October meeting.*
- *Reviewed development of meeting presentations, staff reports; discussed agenda items with Commissioners/President.*
- *Exchanged emails with Mike McLucas. Mr. McLucas was PoHR Director back in the 70s and 80s. Looking forward to meeting him and hearing a bit of history on the Port.*
- *ODOT will be having a Historic US30 trail tour on Thursday, November 9<sup>th</sup>. Please contact me if you're interested in participating on the tour.*

- *Margaret Barber, formerly of the Port of Coos Bay, is the new Oregon Business Ports Program Manager. This is a key position at the state for serving as an interface between Ports and state agencies/programs.*
- *Parking Enforcement staff continues to monitor and remove fledgling homeless camps.*

#### **DEPUTY DIRECTOR/COMMUNICATIONS/H.R. – GENEVIEVE SCHOLL**

- *Bridge closure notification postcards went out Monday to all mailboxes in Hood River and Klickitat Counties. (Attached)*
- *Worked on YTP Paid Parking comparison to calendar Year 2022 report – will be presented at the meeting.*
- *Continued work on 2024 Employee Handbook update, received health insurance and employee benefits info from City and County and prepared comparison chart for ED review.*
- *Attended the MCEDD Resiliency Team meeting with new Oregon state resiliency officer.*
- *Posted traffic alert for Oct 10 early morning bridge lift. Lift was cancelled by Hamilton crew on site at time of lift.*
- *Coordinated scheduling of meeting with emergency responders (OR/WA) to review Hamilton IAP for bridge closure.*
- *Prepared annual grant report submission for the ARPA CSFRF grant (E. Anchor Way/N. 1<sup>st</sup> Street).*

#### **FINANCING/ACCOUNTING – DEBBIE SMITH-WAGAR**

- *Attended the annual IBTTA (International Bridge, Tunnel and Turnpike Association) conference in Seattle. There were a number of sessions regarding technology and tolling. She was also able to connect with participants in the Western Regional Toll Operators (WRTTO) group, which includes the Washington Department of Transportation (WSDOT) and numerous California toll operators. This group has been very active in promoting interoperability to allow transponders issued by any of the operators to work at other facilities. Debbie has been working on an agreement for interoperability with WSDOT, so it was helpful to meet face-to-face with the key stakeholders in this effort.*
- *Software: We have begun meeting every two weeks with the software implementation manager from Tyler Technologies. We have identified initial users; because the software is more user-friendly than the existing program, we will be giving more employees access to the core program to help spread out the workload for the office staff. We are moving forward with scheduling.*

- *Audit: The auditors had a few final questions that we are following up on. Once the questions are answered the financial statements will go to their quality assurance staff for final approval. It will likely take a few weeks for them to finalize their report that goes in the financial statements.*
- *Speeding on the Bridge: The company that seems to have the best system has been working with Ryan to determine the logistics of putting cameras on the bridge. One issue that has come up is the lack of internet access on the span. These cameras usually connect using a dedicated physical cable, which does not currently exist on the bridge. Ryan is waiting to hear back from them regarding options.*

#### **LAND DEVELOPMENT / PROPERTY MANAGEMENT – GREG HAGBERY**

- *Coordinated with tenant and Facilities team to install a new door to the lunchroom for Tofurky in the Jensen building. Tenant is paying for improvements.*
- *Prepared and provided updated Winter parking agreements to Mt Hood Meadows and CAT for waterfront bus operations.*
- *Tracking progress at Lower Mill. The contractor is proceeding very well. Two minor additional scope items were added to the job, to repair two areas where buried storm lines have surfaced due to groundwater. Staff continue to monitor HRK density and QC reports.*
- *Received notification of a roof leak at Timber Incubator. Informed Facilities team. The Facilities Manager informed Property Manager that the leak has been fixed.*



#### **AIRPORT MANAGEMENT – GREG HAGBERY**

- *The FBO submitted a proposal to perform landscape maintenance at the Airport. Airport Manager and Facilities Manager reviewed the proposal, made suggestions for revision and sent back to FBO. The goal is to try a temporary contract to assess if the FBO can provide landscaping for less overhead than the Port. Negotiations continue.*
- *Continued negotiations on the proper functional role for the Streich Hangar. Staff publicly advertised the hangar as available for a commercial lease. Only one interested party responded and declined to move forward. Staff then began negotiations with the FBO to provide additional community supporting functions such as transient hangar storage. Comments from other*

*aviators suggest that this function may not be as desirable at 4S2 as previously assumed. Staff will continue to seek ways that the hangar can provide more benefit to the airfield and the Port at large before considering leasing it for private hangar storage.*

- *The Fuel Tank fill, training, and system operational checks for the new Avgas system milestone were completed on 10/11.*
  - *To recap:*
    - *6,000 gallons of Avgas (100LL) was delivered to the tank utilizing the skid-mounted pump. The pump flow rate met the 200 Gallons Per Minute operational requirements for offloading. The transport arrived at the site at ~11:30 followed by offload.*



- *A 1-gallon fuel “control” sample consisting of fuel from all of the compartments in the transport was collected by Mascott.*
- *Mascott calibrated the dispenser/meter for aircraft retail sales.*
- *Mascott attempted to calibrate the mobile refueler dispenser/meter, but it was not functioning properly. Mascott attempted onsite repairs, but it was determined that the meter will need to be replaced. Based on my discussion with Mascott Staff, this cost will be covered by Mascott since this is a new unit.*
- *Mascott provided a system orientation/training to FBO and Port staff present at the site.*
- *Mascott provided a link to Port for the Operations & Maintenance manual for the fuel system.*
- *Mascott has delivered an additional tank stick to replace the original one that was damaged. Facilities is installing a PVC storage container for the stick.*
- *The 7-day fuel quality test (Soak test) was started.*



- *Next steps:*
- *Get the final Oregon State Fire Marshal signoff. Staff met with Fire Marshall on 10/12, at which time he indicated that he is willing to sign off.*
- *Port staff to confirm that no “punch list” items remain from local inspections.*
- *Mascott will be onsite Wednesday 11/18 or Thursday 11/19 of next week to replace the mobile refueler dispenser.*
- *Complete the fuel quality soak test as follows:*

- *Recirculate 1,000 gallons of fuel Thursday 10/12 – Tuesday 10/17 (Run pump for 5 minutes with the system set in recirculation mode).*



- *Mascott will fill two 1-gallon sample containers on Wednesday 10/18 or Thursday 10/19 next week. Mascott indicated they are willing to transport the sample to the testing laboratory (Vancouver, Wa).*

- *PAE to make final coordination with the laboratory for testing and provide Port contact information to the lab for billing.*

- *Perform laboratory test to confirm Avgas soak test sample meets certification standards. The testing will take approximately 1 week to perform. The estimated cost for the soak test is \$9,500.*

- *Fuel tested during this exercise, if deemed acceptable by the laboratory, will be sold to FBO for retail distribution.*

- *Fuel can be dispensed to the mobile refueler once the lab indicates the sample meets standards (Control sample can also be put into reclaim tank at this time).*
- *Prior to any retail sales, Mascott needs to submit Oregon Department of Agriculture (ODAg) Weights and Measures new liquid fuel meter initial registration application. This will allow retail sales from the system in advance of ODAg visit/sticker (This will also trigger a site visit from ODAg). PAE will coordinate with Mascott for this paperwork.*
- *Port/FBO/PAE to review the O&M manual provided by Mascott to determine if any revisions are needed.*

- *The capacity of this tank triggers an EPA Spill Prevention, Control, and Countermeasure plan. The complete SPCC plan is due by 4/10/2024.*
- *PAE's scope of work includes the development of the SPCC. In preparation for our work, please provide any current SPCC's or similar spill response plans for the airport.*
- *Reviewed the draft version of the MOU received from prospective developer and provided draft to outside legal counsel.*
- *Received acceptance of application for COAR Grant extension.*
- *1,800 individual plants were delivered to the Airport on 10/11 in support of the wetland mitigation project. All Facilities team members were on hand to offload the plants. Facilities staff began installing the new plants in the wetland per the planting plan displayed as part of the Mitigation Memo to DSL. Additional help was provided on Thursday 10/12 through the HR County Sheriff Work Force / Community Service program. The individual assigned to assist was a hard worker and staff will seek to utilize this program in the future when the opportunity arises.*



**FACILITIES – RYAN KLAPPRICH**

- *3 inch minus delivery to Hanel, contractor spreading over fabric and rolling in.*
- *Hamilton bridge lift for measurements on wire rope contract.*
- *New door entry installed at Tofurky for lunchroom access from hallway (Tofurky funded)*



- *Airport wetland mitigation plants delivered and started planting process (2000 plants)*
- *Odell Suite 100 roof leak diagnosis and repair.*
- *All irrigation off in all parks and buildings.*
- *Received back multiple quotes for new reader board, still waiting for call back on remote programming distance.*
- *Divco HVAC service (take to buildings)*
- *Fire dog fire extinguisher monthly service.*
- *Walk through parks and buildings with Crystal Greens landscaping for quotes for each area for a possible cost savings to the Port. Discussions with Hood Aero and Greg about them doing airport mowing and plowing as a possible cost savings to the Port.*
- *Spike strip removal at event site exit for the winter.*
- *Shower bathroom coin operation repairs multiple vandalisms with no loss.*
- *Event site sewer drain repair (major leak when flushed)*
- *Boat docks all areas, waler board repairs (broken or rotted)*
- *Street light fixture replacement quote. Ballast failing and going to LED upgrade for energy savings.*
- *Reduced porta potties service.*
- *Water off to bathrooms and boat moorage Monday/losing summer help as well.*

*-###-*

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Port of Hood River  
**2023 Fall Planning Work Session**  
November 14, 2023; 1:00PM – 5:00PM  
1000 E. Port Marina Drive

**AGENDA**

- I. **Welcome & Introduction** (*Kristi Chapman, President*) (5 min.)
- II. **Meeting Overview** (*Kevin Greenwood, Executive Director*) (5 min.)
- III. **Mission and Vision Statement** (*Greenwood/Commissioner Bieker*) (50 min.)
  - a. Review Mission and Vision statement from 2021 Strategic Business Plan
  - b. Review samples
  - c. Review “Themes/Objectives” from Spring Planning
  - d. Draft Mission and Vision statement option; updated themes
  - e. Discuss Public Relations/Communications to support new re-brand (*Gen’s memo*)
- IV. **Current Financial Overview** (*Debbie Smith-Wagar, Finance Director*) (30 min.)
  - a. Review Port financial policies and current/projected financial conditions. (10 min) (*Debbie*)
  - b. Effect of user/parking fees on operational net income (10 min). (*Genevieve*)
  - c. New fund structure for FY24-25 (5 min) (*Debbie*)
- V. **Waterfront Parks & Recreation Sustainability** (*Kevin Greenwood*) (30 min.)
- VI. **Key Issues for FY 2023-24** (240 min.)
  - a. Lower Mill Financing Options (*Debbie/Greg*) (10 min)
  - b. New Administration Location (*Kevin Greenwood*) (10 min)
  - c. Waterfront Recreation (*Daryl Stafford*) (5 min)
  - d. Lot 1 Improvements (*Kevin Greenwood*) (10 min.)
  - e. North Apron Development (*Greg Hagbery*)
  - f. Bridge Replacement (*Kevin Greenwood/Debbie Smith-Wagar*)
  - g. Bridge Repairs/Maintenance (*Kevin Greenwood/Fox*)
  - h. Employee Handbook Update (*Genevieve Scholl-Erdman*)
- VII. **Other**

Adjourn Work Session and Open Regular Session

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October 6, 2023

## Historic Columbia River Highway State Trail - Mitchell Point Crossing

**Project Scope:** tunneling, grading, masonry, asphalt paving, concrete paving, sign systems, striping, landscaping, structures, and rockfall protection. Current construction activities are highlighted below:

### **Project Number:**

OR DOT CRGNSA 100(4)

### **FHWA Contact:**

Austin Armstrong

Project Engineer

austin.armstrong@dot.gov

(360) 216-9631

Hood River Field Office

700 E. Port Marina Way

Suite 201

Hood River, OR 97031

### **Project Partners:**

Oregon DOT

Forest Service

Oregon Parks & Recreation Dept

### **Contractor:**

Crestline Construction Co. LLC

The Dalles, Oregon

Work Hours:

Mon-Fri: 7:00 am– 3:30 pm

### **Notice to Proceed:**

January 13, 2021

### **Approx. Completion:**

June 4, 2024



U.S. Department  
of Transportation

**Federal Highway  
Administration**



**Concrete Forming and Pouring at West Portal of Tunnel**



Source of Photos: FHWA

Project Website: <https://highways.dot.gov/federal-lands/projects/or/dot-crgnsa-100-4>

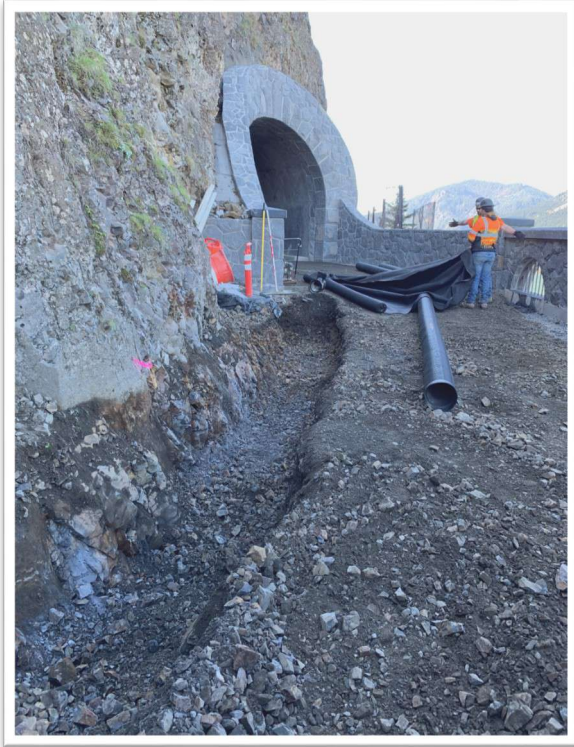
**Western Federal Lands Highway Division**

# Historic Columbia River Highway State Trail - Mitchell Point Crossing



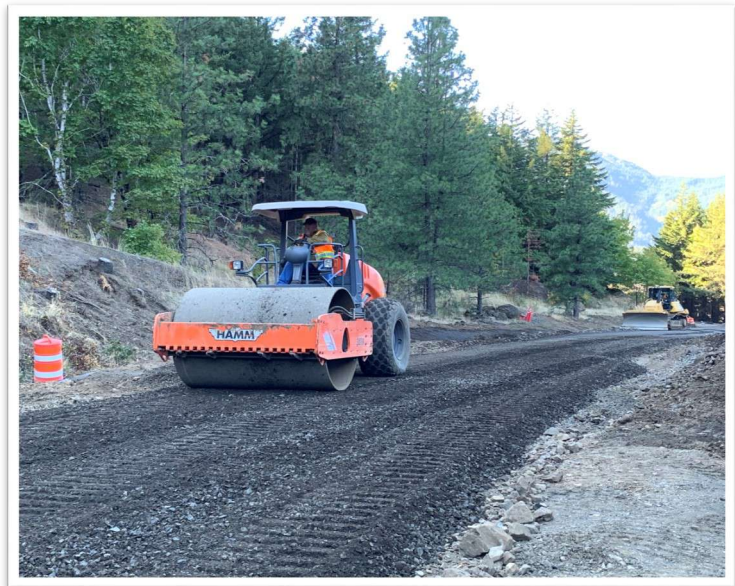
## Construction Highlights

October 6, 2023



**Trench Drain in East Bench**

**Roadway Aggregate at East Trail**



Source of Photos: FHWA



The lookout exit  
at Mitchell Point is closed  
until further notice.

Source: Google Maps

Project Website: <https://highways.dot.gov/federal-lands/projects/or/dot-crnsa-100-4>

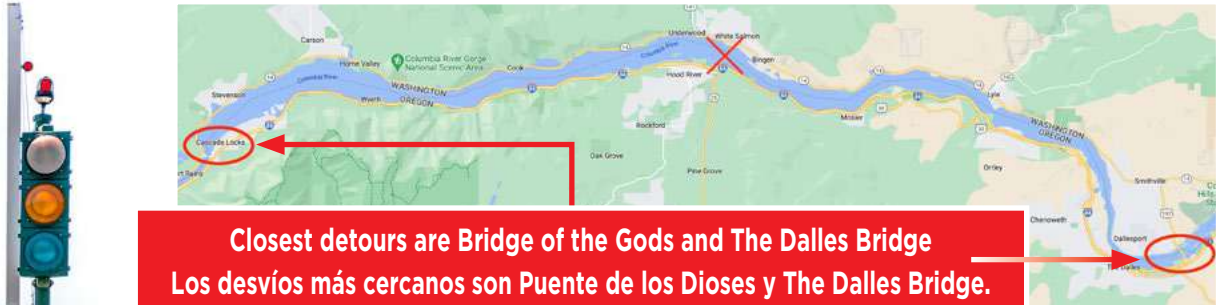
**Western Federal Lands Highway Division**



# 4 DAY BRIDGE CLOSURE

*The Hood River-White Salmon Interstate Bridge **Will Be Closed All Hours** November 3, 2023 Through November 6, 2023 For Wire Ropes Replacement Project*

*El puente interestatal de Hood River-White Salmon **estará cerrado a todas horas** del 3 de noviembre de 2023 al 6 de noviembre de 2023 para el proyecto de reemplazo de cables metálicos*



## PORT OF HOOD RIVER

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



The Hood River-White Salmon Interstate bridge will be closed to all traffic for four consecutive days, beginning at 12:01 a.m. the morning of Friday, November 3 through 11:59 p.m. the night of Monday, November 6. During this 96-hour period, crews from Hamilton Construction will remove, replace, and adjust the tension in the wire ropes that support the bridge lift counterweights. The work is not weather dependent and will be underway continuously during the closure. The Port will also conduct maintenance and repair welding to the bridge deck during the closure, along with inspections of the bridge stringers to avoid separate closures for those tasks.

**For more information please visit [portofhoodriver.com](http://portofhoodriver.com)**

El puente interestatal de Hood River-White Salmon estará cerrado al tráfico durante cuatro días consecutivos, comenzando a las 12:01 a.m. de la mañana del viernes 3 de noviembre hasta las 11:59 p.m. la noche del lunes 6 de noviembre. Durante este período de 96 horas, los equipos de Hamilton Construction quitarán, reemplazarán y ajustarán la tensión en los cables que sostienen los contrapesos del elevador del puente. El trabajo no depende del clima y estará en marcha continuamente durante el cierre. El Puerto también realizará mantenimiento y reparación de soldaduras en la plataforma del puente durante el cierre, junto con inspecciones de los largueros del puente para evitar cierres separados para esas tareas.

**Para obtener más información, visite [portofhoodriver.com](http://portofhoodriver.com)**

**4 DAY BRIDGE CLOSURE Nov. 3-Nov. 6**

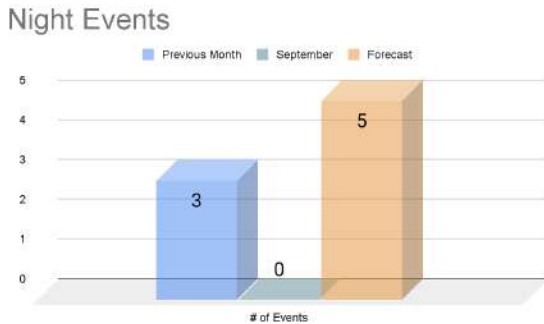
**Airport Activity:**

September proved to be the busiest month YTD in terms of flight operations. Weather and flying conditions for the WAAAM fly-in were extremely favorable. Anticipate good flying conditions in October.



**Night Flights:**

No night flights flown in September. No large events are scheduled for October. Anticipate a normal volume of night flights for October.



**Flight Training:** Hood Aero conducted 5 training events in August with an anticipated increase in September. Local CFI's, not affiliated with the FBO, flew 7 training events with an anticipated increase in September. All training events

were primary flight training.

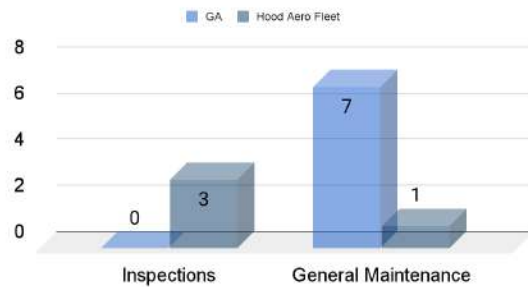
**Flight Training Events**



**Maintenance Activity:**

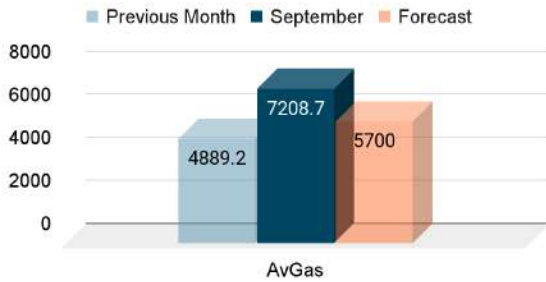
The maintenance team in Hood River remained busy during the month of September addressing the maintenance needs of our local pilots. As the winter months approach, we anticipate an increase in annual inspections due.

**Maintenance Events**



**Fuel Sales:** Fuel sales were high which matched the increase in flight events. 4S2 staff worked non stop during the fly-in to meet the customer fuel demands.

**Fuel Sales (Gallons)**



**Fuel Flowage Fees:**

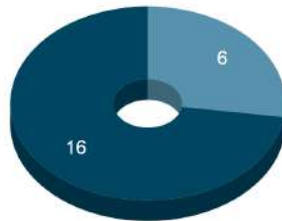
Soak test and calibration is scheduled for 11 October. Staff training on the new fuel island will occur on that day as well.

**Tie Down Activity:**

- 23 total spots.
- 70% utilization for September averaged.
- \$10.00 collected in September.

**Tie Down Utilization**

- Available Tie Downs
- Rented Tie Downs Long Term



**Noise Feedback:**

No noise complaints taken by the FBO in September. Two complaints logged on the Port website. The Airport Manager and FBO are investigating. Complaints were against planes flying too early in the morning and too low for an extended period of time.

**Pilot Feedback:**

Many pilots raised concern over the jersey barriers placed outside of the new fuel island. The concern was that there was no space between the barriers so the fuel hose would have to be draped over the top which could damage it. Barriers have since been separated and PVC runners placed on the tops. Pilots are also asking for the windsock to be re-mounted on the maintenance shop. Windsock had been removed.

**Airport Surfaces:**

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

**Facilities:**

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

Collins Hangar		
Blue Hangar		

**Lighting:**

- No issues noted with airport

**Other:**

- No other issues noted.

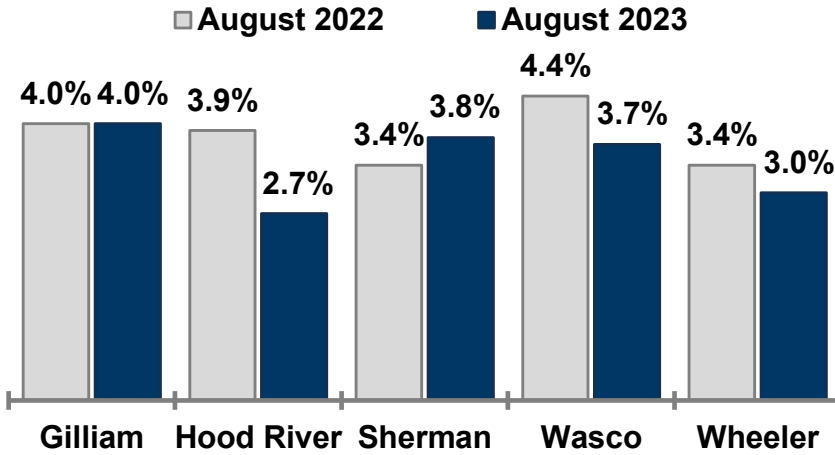
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# Columbia Gorge Economic Indicators

## August 2023 Data

### Local Area Unemployment Rates (Seasonally adjusted)



### Graph of the Month (Columbia Gorge)

#### The 5 Highest & Lowest Paid Occupation Groups

Source: Oregon Employment Department, 2023 Oregon Wage Information

#### The 5 Highest Paid Occupation Groups in the Columbia Gorge by Median Wage (2023)

Occupation Title	Median Hourly Wage
Healthcare Practitioners & Technical Occupations	\$50.19
Architecture & Engineering Occupations	\$41.30
Management Occupations	\$39.26
Legal Occupations	\$32.14
Business & Financial Operations Occupations	\$31.30

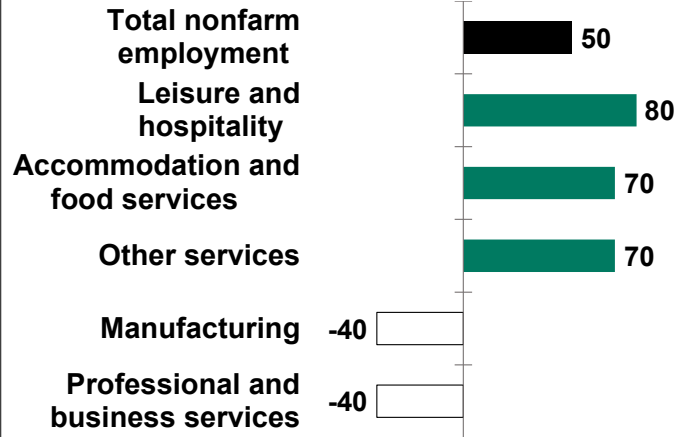
#### The 5 Lowest Paid Occupation Groups in the Columbia Gorge by Median Wage (2023)

Occupation Title	Median Hourly Wage
Food Preparation & Serving Related Occupations	\$14.90
Farming, Fishing, & Forestry Occupations	\$16.52
Building & Grounds Cleaning & Maint. Occupations	\$16.59
Personal Care & Service Occupations	\$17.42
Transportation & Material Moving Occupations	\$18.05

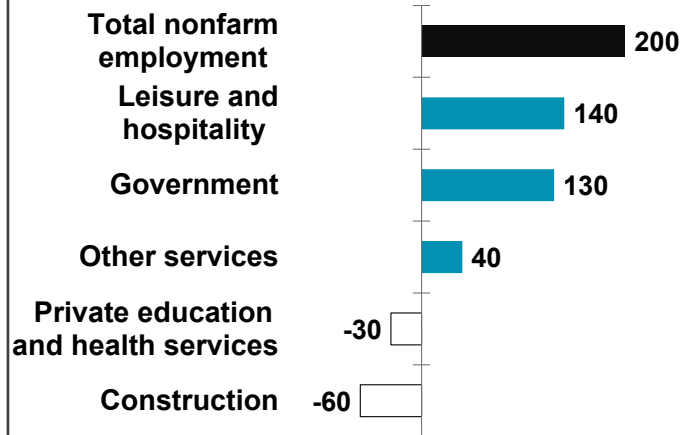
As of this year, the median wage for all jobs in the Columbia Gorge is \$20.52 an hour. This means half of all jobs pay more than this, while the other half pays less. Healthcare practitioners and technical occupations pay the highest median hourly wage (\$50.19), followed by architecture and engineering occupations (\$41.30), and management occupations (\$39.26). Food preparation and serving related occupations, on the other hand, pay the lowest median hourly wage (\$14.90) of any occupation group. This is followed by farming, fishing, and forestry occupations (\$16.52), and building and grounds cleaning and maintenance occupations (\$16.59).

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

#### Hood River County



#### Wasco County



### Notable Over-the-Year Changes

#### Gilliam

**Total nonfarm employment (-35)**  
Government (+30)  
Professional and business services (-10)

#### Sherman

**Total nonfarm employment (-20)**  
Trade, transportation and utilities (+10)  
Leisure and hospitality (-10)

#### Wheeler

**Total nonfarm employment (+20)**  
Government (+35)  
Leisure and hospitality (+5)

Want to join the distribution list? Contact:  
Nicole Ramos at [Nicole.S.Ramos@employ.oregon.gov](mailto:Nicole.S.Ramos@employ.oregon.gov)

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# Commission Memo

Prepared by: Greg Hagbery  
Date: October 17, 2023  
Re: AAC Recommendation for New Members



---

At a specially convened Airport Advisory Committee (AAC) meeting held on October 5, 2023, the AAC held a public vote and established a consensus to make a formal recommendation to the Port Commission that Tad McGeer and Doug Knight be approved as new members to serve three (3) year terms on the committee.

For reference, all four applicants' resumes are attached.

**RECOMMENDATION:** Appoint Tad McGeer and Doug Knight to the Airport Advisory Committee for a three (3) year term ending June 30, 2026.

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## Tad McGeer

Founder and Chief Technology Officer



Dr. Tad McGeer trained as an aeronautical engineer in 1978 at Princeton and Stanford, and then joined the new Engineering Science faculty at Simon Fraser University in his native British Columbia. There he developed the concept of passive dynamic walking, which went on to be adopted as a paradigm for study of human locomotion and design of legged robots. In 1990 he returned to aeronautics, joining a Virginia start up, Aurora Flight Science, as a chief scientist. He headed early design studies on the Perseus and Theseus unmanned research aircraft, and then

partnered with Arinc Concepts in 1992, working with the company and his former university to form The Insitu Group, beginning in a Silicon Valley garage in 1992, and moving to the Columbia River Gorge in 1994. Insitu pioneered development of miniature robotic aircraft in worldwide trials, with Aerosondes making the first unmanned Atlantic crossing (1998), first unmanned tropical cyclone reconnaissance (2001), and first tropical cyclone reconnaissance (2005)

In 2000, Dr. McGeer began design of the SeaScan/ScanEagle miniature aircraft for long endurance imaging reconnaissance. SeaScan made the longest ever flight for a ship based aircraft in 2004, while the GeoRanger variant made the first unmanned geomagnetic surveys, and the ScanEagle military variant was adopted by the US Marine and Navy. Dr. McGeer directed all of Insitu's engineering throughout this period, with particular responsibility for conceptual and configuration design, performance, dynamics and control, avionics, algorithms, simulation, and onboard and ground software. By the time that Dr. McGeer left Insitu in 2005, the company had more than 100 employees and more than 20M/year in revenue, with recognition as the fastest growing technology firms in Washington state. The company went on to be bought by Boeing in 2008 for a reported \$400M. Dr. McGeer joined with his Stanford classmate and Insitu co-founder Andy von Flotow to start AeroVel in 2006, in which he is president and chief engineer.

and founder and committee chair for the [W Prize](#).

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[Next ▶](#)

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June 5 2023

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De embe 9 2022

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### [Flexrotor Demonstrates Persistent Airborne Communications Relay at BOLD QUEST 21.2 Demonstration](#)

## Greg Hagbery

---

**From:** Doug Knight <[REDACTED]>  
**Sent:** Wednesday, June 21, 2023 12:00 PM  
**To:** Greg Hagbery  
**Cc:** Daryl Stafford  
**Subject:** Re: Two AAC Seats are available - Application instructions attached

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Greetings Greg,  
Thank you for soliciting new members to join the Airport Advisory Committee. I am interested in being considered. Having spent nearly 29 years in the Bend area, I am now reside in Hood River County.

Officially, I am Douglas Knight at 1357 Hdden Oaks Drive, Hood River,  
OR 97301 [REDACTED] I am a licensed civil engineer (27  
years) in ID, OR , CA, as well as NY

While in the Bend, I was active civically and served on a myriad of local boards, committees, and councils:

Bend Development Board 2001-2002  
Deschutes County Historic Landmarks Commission 2002-2008  
Bend City Planning Commission (2008-2012), Chair 2012  
Bend City Councilor 2012-2016  
Bend Metropolitan Planning Organization 2014-2016 (City Councilor Committee Assignment)  
Redmond Airport Commission 2014 -2016 (City Councilor Committee Assignment)

The years listed above are approximate, and there were a host of ancillary duties I performed while serving on other committees from the Downtown Parking Committee to the Bend Community Accessibility Committee (and many others), but these are perfunctory compared to those listed above as it relates to what I believe & understand the work of the Port's AAC to be.

I would like to serve on the Hood River Port's Airport Advisory Committee to deepen my knowledge of the airport's activities, as well as to share my wealth of civic and professional expertise. I would also like to help make the Port's management of the airport as efficient as possible, while -through sound policy decisions, making it one of our great State's finest!

I appreciate your consideration of my candidacy for the AAC.  
Cheers,  
-Doug Knight, PE

---

**From:** "Greg Hagbery" <ghagbery@portofhoodriver.com>  
**To:** "T-Hangar Tenants 2022-2023" <T-HangarTenants2022-2023@portofhoodriver.com>

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## Greg Hagbery

---

**From:** Tina McNerthney <[REDACTED]>  
**Sent:** Sunday, June 25, 2023 5:15 PM  
**To:** Greg Hagbery  
**Subject:** Airport Advisory Committee application

Hi Greg,

I am writing to express my interest in joining the Airport Advisory Committee.

I am a resident on the edge of the West Side of Hood River interested in ensuring that area residents are well informed about decisions being made regarding airport operations and any potential development activity related to the airport. That is, I'm an advocate for ensuring that community concerns are taken into consideration when decisions that impact livability are at stake, including noise nuisances. I am also generally interested in transportation and ensuring communities offer multimodal transportation access.

I work for a commercial developer based in Portland - Urban Development + Partners. Our specialities are urban mixed-use residential development and cohousing. In fact, we're the developer for Adams Creek Cohousing in Hood River. My expertise is in investor relations and I have a graduate degree in Urban and Regional Planning from Portland State University and an undergraduate degree from University of Michigan.

I have a lot of experience serving on committees, including nonprofit and quasi-governmental committees. I am currently CoChair of Urban Land Institute Northwest's Portland Programs Committee. I have served on the Central Eastside Industrial Council Transportation and Parking Committee in Portland. I've served on a food pantry board and a civic engagement committee for City Club of Portland.

Here's the requested contact information.

Name: Tina McNerthney  
Address: 811 Henderson Road, Hood River, OR 97031  
Phone: [REDACTED]

Please let me know if you have any questions.

Thanks!

-Tina

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## Greg Hagbery

---

**From:** George Edmundson <[REDACTED]>  
**Sent:** Friday, June 30, 2023 12:31 PM  
**To:** Greg Hagbery  
**Subject:** Application for membership on the Airport advisory committee

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

George Edmundson  
4519 Phelps Creek Drive  
Hood River OR 97031  
[REDACTED]

I have been a construction electrician for 40 plus working doing work from residential commercial, industrial as well as utility. One project was the relighting of runway 28R at PDX. For the last 13 years I have been a contract safety watch on Bonneville Power Administration properties watching over construction and maintenance projects of all sorts.

I am a long time resident of Hood River, who has been a pilot, aircraft owner and hangar tenant for 40 plus years. My aviation experience goes from student pilot, private pilot, commercial pilot and airline transport pilot. I hold ratings as well as instructor certificates in airplane single land and sea, airplane multiengine land and sea, helicopter, gyroplane and glider. I am a long time member of AOPA, American Bonanza Society, and recently EAA.

My experience in the construction industry and varied flying experiences would be a great asset to the airport advisory committee.

I would like to help the airport thrive and expand as a great resource for the Mid Columbia area.

George Edmundson

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# Commission Memo



Prepared by: Genevieve Scholl  
Date: October 17, 2023  
Re: EDA Grant Agreement Approval

---

At the March 7, 2023 meeting, the Commission directed staff to move forward with an a grant application to EDA's FY 2020 Public Works and Economic Adjustment Assistance grant program to fund a portion of the anticipated construction costs for the E. Anchor Way/N. 1<sup>st</sup> Street project, in the amount of \$981,419 or 23% of the total construction project cost of \$4,267,040. Staff formally submitted the application in April and has been working with EDA regional representatives since that time to secure approval.

In the proposed funding scenario, the Port had planned to dedicate the \$500,000 awarded by the ODOT Immediate Opportunity Fund and the \$500,000 awarded from the State Fiscal Recovery Fund via Senator Thomsen to the project and would pledge full funding of the remaining \$2,285,621 either from the Port's real estate reserve fund, other grants, or a combination of both. During the approval process, EDA determined that these two grants were ineligible for use as match, since the original source of the funds were federally funded programs, as state pass-throughs. In response, we altered the final request to be \$1,981,419 (53.7% of construction costs), with the Port, either through cash reserves or other eligible state or local grant funding providing the remaining \$1,708,127. All non-construction cost line items were removed, to be funded separately through the state agreements, for a new total project cost (construction only) of \$3,689,546. This request was formally approved on September 26.

1. The Port has until October 25 to accept the grant.
2. The grant award is on a reimbursement basis.
3. Changes can be made to the approved budget only with EDA Grant Officer approval.
4. Any additional funding sources must be non-federal. Port staff has identified Connect Oregon and Business Oregon programs as potential targets.
5. Time extensions are possible but only with EDA Grant Officer approval.
6. Significant construction must be underway within 2 years of award date.
7. Full or partial termination is possible with EDA Grant Officer approval. Partial termination must pass project deliverables minimum tolerance test.
8. Modifications to Scope of Work are possible with EDA Grant Officer approval.

**RECOMMENDATION:** Approve EDA Grant Agreement Investment No. 07 79 07955 in the amount of \$1,981,419 for the Hood River Waterfront Roads and Utilities Infrastructure Project.

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U. S. DEPARTMENT OF COMMERCE  
Economic Development Administration  
915 Second Avenue, Room 1890  
Seattle, WA 98174  
Fax: 206.220.7669  
Voice: 206.220.7660

September 26, 2023

In reply refer to:  
Investment No.: 07 79 07955

Mr. Kevin Greenwood  
Executive Director  
Port of Hood River  
1000 East Port Marina Drive  
Hood River, Oregon 97031

Dear Mr. Greenwood:

I am pleased to inform you that the Department of Commerce's Economic Development Administration (EDA) has approved the application requesting EDA investment assistance to the Port of Hood River.

Enclosed is a digitally signed copy of the Financial Assistance Award. Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on the signed copy of the Financial Assistance Award, via one of the following methods:

1. Using a certified signature through Adobe or some other software.
2. Printing the document, signing in ink, and returning a scanned copy by e-mail.

The fully executed document should be returned electronically to your assigned Project Officer, Brian Parker at [BParker3@eda.gov](mailto:BParker3@eda.gov), with a copy to the Grants Officer, Sheba Person-Whitley at [SPerson@eda.gov](mailto:SPerson@eda.gov). If not signed and returned within 30 days of receipt, EDA may declare the Award null and void. Please retain a copy of the executed award for your records.

Please, do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed regions that encourage private sector collaboration and the creation of jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship, and regional development.

I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,

Sheba Person-Whitley  
Regional Director

Enclosures

c: J. Wesley Cochran, Economic Development Administration

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SPECIFIC AWARD CONDITIONS  
U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

---

**CONSTRUCTION PROJECT**

Economic Adjustment Assistance Program  
under 42 U.S.C. § 3149, Section 209 of the Public Works and Economic Development Act of 1965  
(Public Law 89-136), as amended by the Economic Development Reauthorization Act of 2004  
(Public Law 108-373)

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Public Works and Economic Adjustment Assistance Programs

<b>Project Title: Hood River Waterfront Transportation and Utilities Infrastructure Improvement Project</b>	
<b>Recipient Name: Port of Hood River</b>	<b>Project Number: 07 79 07955</b>

1. **AUTHORIZED SCOPE OF WORK:** This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project includes:

The Recipient will implement the construction of a roadway.

Finishes

Construction of an approximately 550 linear feet and approximately 64 feet wide road

Relocation and reconfiguration of an approximately 750 linear feet and approximately 60 feet wide road

Installation of water, sewer, storm water, electrical, gas, and communications utilities infrastructure

Construction of a public transit hub central transfer facility.

2. The Recipient Contact's name, title, address, and telephone number are:

Genevieve Scholl Deputy Executive Director Phone: (541) 386-6651 Email: gscholl@portofhoodriver.com	Port of Hood River 1000 East Port Marina Drive Hood River, Oregon 97031
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3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Sheba Person-Whitley Phone: (206) 220-7660 FAX: (206) 220-7657 Email: SPerson@eda.gov	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
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4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Kerstin Millius Area Director Phone: (206) 220-7700 FAX: (206) 220-7669 Email: KMillius@eda.gov	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
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5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Richard Moore Civil Engineer Phone: (206) 507-4839 FAX: (206) 220-7669 Email: RMoore4@eda.gov	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
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6. **CONTACT CHANGES:** Changes to the contact information above may be made in writing by the EDA Project Officer without submitting a Form CD-451, *Amendment of Financial Assistance Award*.

7. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the *Financial Assistance Award* (Form CD-450), the following additional documents are hereby incorporated by reference into this Award:

- The Recipient’s application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation.

Should there be a discrepancy among these documents, the Specific Award Conditions (this document), including any attachments, shall control.



**8. PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

<u>Item</u>	<u>Submission Deadline</u>
Return of Executed Financial Assistance Award	30 calendar days after receipt of Form CD-450
Start of Construction	18 Months from Date of Award
Completion of Construction	28 Months from Date of Award
Authorized Award End Date	60 Months from Date of Award
Submission of Final Financial Report on Standard Form 425	No later than 120 calendar days after Award End Date

Project Closeout - All project closeout documents, including the Final Financial Report (Standard Form 425 (SF-425) or any successor form) and any required program reports, shall be submitted to EDA not more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the project so as to ensure completion within this time schedule and shall promptly notify EDA in writing of any event that could substantially delay meeting any of the prescribed time limits for the project as set forth above.

The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338 - 200.342, as applicable.

**9. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:**

**A. AWARD DISBURSEMENTS:** EDA will make disbursements under this Award on a **reimbursement basis only**, based on actual costs incurred, after all preconditions set forth in these Specific Award Conditions have been met.

The *Outlay Report and Request for Reimbursement for Construction Programs* (Standard Form 271 (SF-271) or any successor form) is used to request a disbursement, which shall be approved in writing by the Project Officer.

*Please note that prior to the initial disbursement, Recipients must complete the attached Form SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" and submit it to either: (1) the EDA Project Officer through a secured/encrypted email or, if coordinated with the EDA Project Officer, mail; or (2) Email to NOAA's Accounting Office at edagrants@noaa.gov through a secure file transfer system with a CC to the EDA Project Officer. The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.*

## B. REPORTS:

- i. Project Progress Reports: The Recipient shall submit project progress reports to the Project Officer on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof, until the final disbursement is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than the 15<sup>th</sup> day of the month following the end of the quarterly period.
- ii. Financial Reports: The Recipient shall submit a *Federal Financial Report* (Standard Form 425 (SF-425)) or any successor form) on a semi-annual basis for the periods ending **March 31 and September 30**, or any portion thereof, for the entire project period. SF-425 and instructions for completing this form are available at:  
<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

Reports are due no later than 30 days following the end of the semi-annual period.

A Final Financial Report on Standard Form 425 must be submitted no more than 120 calendar days after the expiration date of the Award (*i.e.*, the Award End Date specified on the Form CD-450 or a subsequently executed Form CD-451). Final Financial Reports should follow the guidance outlined in the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final SF-425, so it is imperative that it be submitted in a timely and accurate manner.

10. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the *Financial Assistance Award* (Form CD-450), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200.

Except as otherwise expressly provided for within these Specific Award Conditions, the Federal share of the allowable costs shall be based on the Investment Rate for the Award, as established on the Form CD-450 or any subsequent amendment (Form CD-451). In the event of an underrun in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate. The Federal share of total allowable costs shall not exceed the dollar amount specified on the original Award or any subsequent amendments.

Line Item Budget:

A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Funds)	\$1,981,419
Non-Federal Matching Share	<u>\$1,708,127</u>
Total Project Cost	\$3,689,546

B. Under the terms of this Award, the total approved line item budget is:

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	\$0	\$0
Land, structures, rights-of-way, etc.	\$0	\$0
Relocation expenses and payments	\$0	\$0
Architectural and engineering fees	\$0	\$0
Other architectural and engineering fees	\$0	\$0
Project inspection fees	\$0	\$0
Site work	\$0	\$0
Demolition and removal	\$0	\$0
Construction	\$3,208,301	\$3,208,301
Equipment	\$0	\$0
Contingencies	<u>\$481,285</u>	<u>\$481,285</u>
Total Project Cost	\$3,689,546	\$3,689,546

**11. MATCHING SHARE:** The Recipient agrees to provide the Recipient’s Non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses (see 13 C.F.R. § 300.3). By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project and will be available as needed for the project.

**12. REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA’s account:

A. Use the pay.gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments.

B. Contact the EDA project officer to see if alternative instructions for wire or paper checks are available from EDA. At this time, paper checks are not being accepted.

- 13. CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years of the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by that date and the Grants Officer determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to be completed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set out above.
- 14. USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from the date a covenant satisfactory to EDA is recorded.
- 15. GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth at 41 C.F.R. part 60-4 establish goals and timetables for the participation of minorities and women in the construction industry. Those regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with those regulations and shall obtain compliance with 41 C.F.R. part 60-4 from contractors and subcontractors employed on the project by including such notices, clauses, and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. part 60-4. The goal for the participation of women in each trade area shall be as follows: from April 1, 1981 until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80 of the *Federal Register* notice published October 3, 1980 at 45 FR 65984-65991, or any subsequently published amendments. The Recipient shall include the *Standard Federal Equal Employment Opportunity Construction Contract Specifications* (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

- 16. PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. §§ 200.317 - 200.326 and the EDA regulations contained in 13 C.F.R. Chapter III, especially 13 C.F.R. Part 305 and 13 C.F.R. section 302.17 (“Conflicts of Interest”).
- 17. EVIDENCE OF GOOD TITLE:** Prior to solicitation for construction bids, the Recipient shall provide an opinion of counsel, satisfactory to EDA, that the Recipient has acquired good and marketable title to land, free of all encumbrances, to all real property necessary for completion of the project, as well as any necessary rights-of-way, easements, State or local government permits, or long-term lease interests necessary for the completion of the project, in accordance with 13 C.F.R. part 314.

**18. NON-RELOCATION:** By accepting this Award of financial assistance, the Recipient attests that EDA funding is not intended by the Recipient to assist efforts to induce the relocation or movement of existing jobs from one region to another region in competition for those jobs. In the event EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue appropriate enforcement actions, including suspension of disbursements, termination of the Award (which may include the establishment of a debt requiring the Recipient to reimburse EDA), and disallowance of any costs attributable, directly or indirectly, to the relocation.

**19. PROPERTY MANAGEMENT STANDARDS FOR RECIPIENT OWNED PROPERTY:** As the purpose of the project is to construct Recipient owned facilities to serve Recipient owned real property for the development of Lot 1, which consists of approximately 13 acres to be developed for commercial and industrial purposes with sites for sale or lease. Prior to initial disbursement of funds by EDA, the Recipient must:

- A. Provide EDA adequate evidence that the Recipient has good marketable title to the area to be developed as industrial and commercial parcels and
- B. Provide a Covenant of Purpose and Use acceptable to EDA and recorded in the appropriate public records. The purpose of the covenant is to ensure the real property will be used for the purposes of the Award and in compliance with the Award terms and conditions. This covenant is subject to EDA review and approval and shall at a minimum provide that the current owner and future owners or lessees at all times comply with the project purposes, award terms and conditions, Federal nondiscrimination and environmental requirements, and the requirement that any sale or lease is for adequate consideration as defined in 13 C.F.R. § 314.1. The covenant shall run for the useful life of the project, which is 20 years.

**20. REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS FOR INFRASTRUCTURE PROJECTS**

The Build America, Buy America (BABA) provisions of the Infrastructure and Investment Jobs Act, Pub. L. 117-58, require Recipients of an award of Federal financial assistance for infrastructure to utilize American iron, steel, manufactured products, and construction materials for the Project. The Buy American preference of BABA requires that:

- (1) all iron and steel used in the Project be produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the Project be produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- (3) all construction materials be manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

This preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to the Project. It does not apply to tools, equipment, supplies, or furnishings that are not an integral part of the structure or permanently affixed to the Project.

When necessary, Recipients may apply in writing for a waiver from these requirements. EDA may, in its discretion, waive the application of the domestic content procurement preference in any case in which:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall Project by more than 25 percent.

Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [www.whitehouse.gov/omb/management/made-in-america](http://www.whitehouse.gov/omb/management/made-in-america).

For the purposes of this Specific Award Condition only:

- “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.
- “Domestic content procurement preference” means all iron and steel used in the Project are produced in the United States; the manufactured products used in the Project are produced in the United States; or the construction materials used in the Project are produced in the United States.
- “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

- “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- 21. ARCHEOLOGICAL AND HISTORICAL RESOURCES:** If during construction of the project, historical and archeological resources, including burial grounds and artifacts are discovered, the Recipient shall immediately stop construction in the area, contact the applicable State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO), interested Tribes, and EDA, and follow the SHPO or THPO instructions for the preservation of resources.
- 22. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT:** Prior to solicitation of construction bids, the Recipient shall provide documentation satisfactory to EDA that the National Pollutant Discharge Elimination System permit is not required or has been obtained or that the bid documents include language requiring the contractor to obtain the permit prior to the start of construction. If the contractor obtains the permit, then prior to initial disbursement of funds by EDA for construction activities, the Recipient shall provide documentation satisfactory to EDA that the permit has been obtained.
- 23. POSSIBLE CONTAMINATION:** If contaminated soil and/or contaminated groundwater is encountered during construction, then prior to any further ground disturbing activities associated with the EDA-funded project, the Recipient shall provide evidence satisfactory to the EDA that the contamination has been remediated to applicable standards. All expenses related to site assessment and remediation work shall be the responsibility of the Recipient and EDA funds shall not be expended for assessment and remediation work.
- 24. HISTORIC PRESERVATION AND TRIBAL CONSULTATIONS:** Prior to solicitation of construction bids, EDA concurrence with the Recipient's final plans and specifications, and any construction and/or earth-disturbing activities, the Recipient shall complete to the satisfaction of EDA all activities necessary for complying with the National Historic Preservation Act (NHPA) and completing Tribal consultations. This may include, but is not limited to cultural resources surveys, reports, tribal consultations, SHPO/THPO consultations, etc. EDA will notify Recipient when these activities are considered complete. Recipient agrees to implement any changes to the project that EDA may require in response to complying with the NHPA or completing Tribal consultations and Recipient is solely responsible for covering any resulting cost increase.

- 25. PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage three (3), six (6), and nine (9) years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. Recipients should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA in the event of an audits or performance site visits.

- 26. REAL PROPERTY REPORTING:** Consistent with 2 C.F.R. § 200.329 (“Reporting on real property”), the Recipient must submit reports (using Form SF-429 “Real Property Status Report” or any successor form). The initial SF-429 form must be returned to the EDA Project Officer no later than December 31 of the year of the initial disbursement of Federal funds. Because EDA’s interest in this real property extends at least 15 years, successive reports will be required by December 31 every **two** years thereafter during the established useful life of the property, rather than on an annual basis. At its sole discretion, EDA reserves the right to require more or less frequent real property reporting for the duration of the useful life of real property in which it retains an interest under this project.
- 27. FREEDOM OF INFORMATION ACT COMPLIANCE:** EDA is responsible for meeting Freedom of Information Act (FOIA), Title 5 of the United States Code, Section 522 (5 U.S.C. §522) (Public Law 89-554), requirements regarding its records. The regulations governing the U.S. Department of Commerce under 15 C.F.R. part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants may be released in response to a written request for federal records that cites FOIA. Applicants should be aware that EDA may make certain application information publicly available. Accordingly, the applicant should notify EDA if it believes any application information to be confidential.



**28. WASTE, FRAUD AND ABUSE:** Consistent with 2 C.F.R. part 200, at EDA’s direction, at any time(s) during the estimated useful life of the Project, Recipient’s key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient’s finances and overseeing any contractors, sub-contractors, or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within 60 days of the date of Award, the Recipient shall provide to the Project Officer all signed and dated Certificates of Completion (Slides 32 through 34) for the U.S. Department of Commerce Office of Inspector General Fraud Awareness Training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter “Fraud Schemes”), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at [www.oig.doc.gov/Pages/Contact-Us.aspx](http://www.oig.doc.gov/Pages/Contact-Us.aspx), as soon as possible.

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GRANT     COOPERATIVE AGREEMENT

**FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER  
07 79 07955; URI: 124267

RECIPIENT NAME  
**Port of Hood River**

PERIOD OF PERFORMANCE  
Date of Grants Officer's Signature through 60 Months

STREET ADDRESS  
**1000 East Port Marina Drive**

FEDERAL SHARE OF COST  
\$ **1,981,419.00**

CITY, STATE, ZIP CODE  
**Hood River, Oregon 97031**

RECIPIENT SHARE OF COST  
\$ **1,708,127.00**

AUTHORITY  
42 U.S.C. 3149, Section 209 of the Public Works and Economic Development Act of 1965 (Public Law 89-136), as amended by the Economic Development Administration Reauthorization Act of 2004 (Public Law 108-373)

TOTAL ESTIMATED COST  
\$ **3,689,546.00**

CFDA NO. AND NAME  
**11.307 / Economic Adjustment Assistance Program**

PROJECT TITLE  
**Hood River Waterfront Transportation and Utilities Infrastructure Improvement Project**

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (12 NOVEMBER 2020)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIFIC AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.
- OTHER(S): U.S. Department of Commerce Economic Development Administration Standard Terms and Conditions for Construction Projects (March 22, 2021)

**13 C.F.R. Chapter III, Economic Development Administration, Department of Commerce**

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

**Sheba Person-Whitley, Regional Director**

DATE

**09/13/23**

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

**Kevin Greenwood, Executive Director**

DATE