



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, December 17, 2019
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of December 3, 2019 Regular Session (*Maria Diaz – Page 3*)
 - b. Approve Contract with Tim Clackum for Marina Repairs Not to Exceed \$30,000 (*Daryl Stafford, Page 7*)
 - c. Approve Amendment No. 3 to Lease with HoodTech TacAero Inc. at the Airport (*Anne Medenbach, Page 21*)
 - d. Approve Accounts Payable with Jaques Sharp in the Amount of \$5,998 (*Fred Kowell, Page 25*)
 4. Reports, Presentations and Discussion Items
 - a. Bridge Underwater Inspection & Asphalt Condition Report – Mark Libby, HDR Engineering (*Michael McElwee – Page 29*)
 - b. Event Site Dock Structural Evaluation Report – Steven Hawk, Coffman Engineering (*Michael McElwee – Page 51*)
 - c. Strategic Business Plan Public Input Survey – Anne Pressentin, Envirolssues (*Genevieve Scholl – Page 77*)
 - d. 2019 Parking Summary Report (*Michael McElwee – Page 79*)
 - e. Lot 1 Phasing (*Michael McElwee – Page 87*)
 - f. Bridge Replacement Update (*Kevin Greenwood, Page 89*)
 5. Director’s Report (*Michael McElwee – Page 101*)
 6. Commissioner, Committee Reports
 - a. Urban Renewal Agency, December 9 (*Streich, Meriwether*)
 7. Action Items
 - a. Approve Contract with Coffman Engineers for Event Site Dock Structural Assessment (*Daryl Stafford, Page 121*)
 - b. Approve Amendment No. 1 to IGA with ODOT for Ethnographic Studies for the Yakama Nation and the Confederated Tribes of the Warm Springs Not to Exceed \$30,000 (*Kevin Greenwood, Page 123*)
 - c. Approve Intergovernmental Agreement (IGA) with the Nez Perce Tribe for Ethnographic Study Not to Exceed \$26,000 (*Kevin Greenwood, Page 129*)
 - d. Approve Amendment No. 3 to FBO Agreement with TacAero (*Anne Medenbach, Page 141*)
 - e. Approve Service Contract for HVAC Maintenance in Port Buildings (*Anne Medenbach, Page 145*)
 - f. Approve Resolution 2019-20-2 Adopting Updated BreezeBy Terms & Conditions (*Fred Kowell, Page 151*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) legal consultation on current litigation or litigation likely to be filed.
 10. Possible Action
 11. Adjourn

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

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

*Port of Hood River Commission
 Meeting Minutes of December 03, 2019, Regular Session
 Marina Center Boardroom
 5:00 p.m.*

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

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

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

Absent: None

Media: Emily Fitzgerald, Hood River News

1. **CALL TO ORDER:** President John Everitt called the regular session to order at 5:04 p.m.
 - a. Report Item (d) Steve Gates Memorial Concept move to Reports item (b).

2. PUBLIC COMMENT

- a. Hood River resident Chris Robuck discussed her perspective regarding Connect VI and FAA projects. Robuck stated airport noise has increased exponentially every year since 2016 and argued the Port Commission does indeed have the ability to take actions that would change the amount and impact of air traffic noise. Robuck believes the Port actions to increase use at the airport contradicts the mission statement to promote and maintain quality of life.

3. CONSENT AGENDA:

- a. Approve Minutes of November 19 Fall Planning Work Session and Regular Session

Motion: Move to Approve Consent Agenda

Move: Streich

Second: Meriwether

Discussion: None

Vote: Unanimous

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

- a. **2019 Audit Report** – Tara Kamp of Pauly Rogers conveyed the Communication to the Governing body and presented the 2019 Financial Audit Report. Kamp stated that both the Financial Statements and Compliance audit requirements of the State of Oregon for the Port overall exhibited excellent findings with no disparities.

- b. **Steve Gates Memorial Concept** – Hood River residents Jon Davies and Scott Reynier proposed creating a remembrance area at Nichols Basin in honor of Steve Gates to recognize his significant contribution to our community and the Hood River waterfront. Davies noted these were preliminary collaborative talks, begun by a Hood River local business lunch group of which Steve was a member until he became too ill to participate. Davies presented the various ideas and concept sketches including a seating area, sculptural benches, kinetic sculpture, and digital weather condition columns. Davies affirmed the group would help to provide financial support and energy for the project. Davies noted the seating area concept and the kinetic sculpture appeared at this time to be the most feasible options. Reynier asserted the group has committed to working through the permitting process if needed and obtaining the financial support required to complete the project. Davies and Reynier pledged to ensure designs would work within the Port's Master Plan. There was Commission consensus to support the project. McElwee

informed the Commission of the small contract for preliminary concept design work to assure alignment with current approved waterfront design plans and sought approval for a contract amendment to continue this work. Commissioner consensus was to authorize amendment to the Walker Macy contract within the Executive Director spending authority.

c. Live-streaming Options Report - Genevieve Scholl presented options for live-streaming Port Commission meetings and potentially other committee meetings held in the Port conference room. Scholl described the staff recommendation for the software, hardware, and service proposal provided by the Open Media Foundation; a system currently utilized by the City of The Dalles. Scholl noted that this was not an approved expense in the current fiscal year budget but recommended moving forward with an agreement with the Open Media Foundation at the start of the next fiscal year. Commission consensus to move forward with the proposal during Spring Planning.

d. License Plate Recognition & Billed Toll Fees - Fred Kowell presented the recommended policy regarding the new License Plate Recognition fees and billing procedure and schedule. Kowell suggested production of a billing letter every seven days that will depict the activity (lane number, time of day, toll amount, and ancillary fee) during the previous seven days. Kowell recommends the customer be allowed seven days after the date of that letter to make payment depicted in the letter before an additional late fee is charged to the customer. If no payment is received in that time, a second letter would be sent after seven (7) days have passed from the date the initial letter is sent, informing them of late charge and the total balance due as well as information about the account potentially being turned over to a collection agency if not paid within thirty (30) days. Discussion drives to a consensus to change the first period of seven (7) days to pay to ten (10) days, and \$20 fee. Kowell noted he would bring forward the Terms and Conditions for approval at the next Commission Meeting.

e. Bridge Replacement Project Update - Kevin Greenwood noted the contract with ODOT that covers the scope and budget for the Ethnographic Surveys with the Yakama Nation and the Confederated Tribes of the Warm Springs are being readied for approval. Greenwood explained in detail the complex inter-agency invoicing process for the project. Greenwood said comments from ODOT on the 2nd draft of the EIS Supplemental draft have been received. Greenwood noted a potential meeting with a couple of cities in Klickitat County to discuss the next steps as far as governance and post NEPA, noting that he expects the outcome of that meeting could result in modifications to the EIS working group charter. Greenwood pointed to the Bridge Replacement contingency amount and informed that, if it remains at the current level, it could be used to complete all the geotechnical borings.

5. Directors Report - Michael McElwee sought and received consensus approval for a single Commission meeting in January, to take place on the 14th. McElwee also noted the dates of the PNWA Mission to Washington DC had been changed to March 1-5, 2020. Commissioners would confirm availability to attend. McElwee reported that the core sample testing to determine the level of salt penetration at the bridge's north and south approaches are complete and a full report will be presented at the next meeting. He noted engineers would have specific assessments and recommendations for the ramps as well as the bridge's pier 8-10. McElwee highlighted the significant monetary impact of the three-year model to determine what will be for the next five years concerning the bridge. McElwee also noted the guard rail repairs are complete. McElwee described contracts with Mt. Hood Meadows for employee bus parking and shuttle parking at the Event Site have been executed. McElwee noted that legal review of the approved Public Records Policy has been completed and sought signatures on the resolution document.

6. COMMISSIONER, COMMITTEE REPORTS:

a. Anne Medenbach noted the Airport Advisory Committee meeting had high attendance and attendees provided useful input. Medenbach noted Ken Newman, the new chair of the committee will be working hard to make positive changes to help the committee to be more action-oriented on the issues and future decisions. Medenbach noted HoodTech TacAero had noted changes with their activity that will improve night-time operations and resulting noise impacts on the surrounding neighborhood. In addition, they are working on getting mufflers for their airplanes for the daytime as well as looking at a different location. Medenbach noted an idea that was discussed to create a STEM project with high school students to figure out a tracking system for take-offs and landings.

7. ACTION ITEMS:

a. Approve Contract with Allied Maintenance for Janitorial Services Not to Exceed \$57,080.50

Motion: Approve Contract with Allied Maintenance for Janitorial Services Not to Exceed \$57,080.50 subject to change the annual amount noted on the contract.

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

b. Approve T-Hanger Lease Document Template.

Motion: Approve T-Hanger Lease Document Template

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

8. COMMISSION CALL: None.

9. EXECUTIVE SESSION: President John Everitt recessed Regular Session at 6:45 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

10. POSSIBLE ACTION: None.

11. ADJOURN 7:08 p.m.

Motion: Motion to adjourn the meeting.

Move:
 Second:
 Discussion: None
 Vote: unanimous

MOTION CARRIED

The meeting adjourned at 7:08 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

Commission Memo



Prepared by: Daryl Stafford
Date: December 17, 2019
Re: Dock Maintenance Repairs – Tim Clackum

The FY 2020 budget allocated \$35,000 for various work in the Marina. Staff has identified critical sections of the Marina Dock that have heavy deterioration and are in need of immediate repair. Staff solicited quotes for the work on August 14, 2019. One contractor, Tim Clackum, responded.

Tim Clackum has performed dock repair, construction, and diving work for the Port over the past few years. His expertise and familiarity with the Marina have helped to provide staff with a better understanding of efficiencies in the repair and replacement of failing docks.

The attached contract with Tim Clackum defines the Scope of Work and estimate for the materials and repairs for sections the dock.

RECOMMENDATION: Approve contract with Tim Clackum for dock maintenance and repairs in the Marina not to exceed \$30,000.

This page intentionally left blank.

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT

between
PORT OF HOOD RIVER, OREGON
 and
 Tim Clackum, Professional Diver

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

This Small Construction Contract (“Contract”) is made by and between Port of Hood River, Oregon (“Port”) and Tim Clackum (“Contractor”). The parties agree as follows:

Project Title:
Marina Dock Repairs 2019.12.11

CONTRACTOR DATA

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

Full Business Name: Tim Clackum Diving
Contact Person:
Address: 50350 Cowens Rd. #46
City, State, ZIP: Scappoose, OR 97056
Business Telephone: (503) 890-9595
Fax:
Email: timclackum44@gmail.com
Oregon CCB License Number:

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

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: December 15, 2019
 - b. Anticipated Final Completion Date: June 15, 2020
 - c. “Work Time In Calendar Days”: 20 days
2. **Contractor’s Agreement to Provide Services.** Contractor agrees to provide the Port the materials and services described in Exhibit “A”.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit “A”.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit “A”. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers’ Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
 - Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only

- Exhibit F – Request for Quotation
- Exhibit G – Contractor’s Response to Quotation
- Exhibit H – W-9 Taxpayer Identification Number and Certification
- Exhibit I – ORS Chapter 279C Standard Terms for Public Works
- Exhibit J – ORS Chapter 279B Standard Terms
- Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts
- Exhibit L- Plans and Specifications

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

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

itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing t exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the C shall pay to the Port the amount of the reasonable excess.

- b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the Port breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
- 12. Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
- 13. Inspection and Acceptance of Work.** Port shall inspect Contractor’s work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port .
- 14. Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
- a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS200.055.
 - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor’s license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor’s license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- 15. Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
- 16. Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos- containing materials (“ACM”) are present in various locations throughout the building. It is the Port’s intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port’s contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
- 17. Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the “Work”) for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers’ warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port . Contractor shall provide Port with all manufacturer’s warranty documentation and operations and maintenance manuals. Contractor shall install all products per the manufacture’s specifications.
- 18. Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
- 19. Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 20. Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race;

national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy status; familial status; economic status or source of income; mental or physical disability or perceived disability; military service in programs, activities, services, benefits, or employment in connection with this contract. They further agree not to discriminate in their employment or personnel policies.

- 21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

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

CONTRACTOR:

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

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

PORT OF HOOD RIVER, OREGON SIGNATURE

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

Michael McElwee, Executive Director

Date

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

1. Perform repairs and maintenance to Marina dock floats including time and materials not to exceed \$30,000.
2. Provide all materials, supplies and equipment needed for this project at no additional cost to the Port of Hood River.
3. Priority of Repairs to be completed as budget allows:
 - a. South Basin Dock, West half only-replace rotted wood, level floats, repair attachments.
 - b. Marina B-Dock- Level broken float on Main walkway of B-Dock and replace rotted wood, fix attachments.
 - c. Marina C-Dock North- Level and replace rotted wood on North C-Dock fingers between 237/238 and 239/240.

CONTRACT WAGE RATES:

This project is not subject to prevailing wages

- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$30,000

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

Jana Scoggins
 Port of Hood River
 1000 E. Port Marina Drive
 Hood River, OR, 97031

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

Tim Clackum
 50350 Cowens Rd, #46
 Scappoose, OR 97056

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

INSURANCE REQUIREMENTS

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

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D). **THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.
 Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:
 \$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000,
 Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.
 Required by Port Not required by Port

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

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

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

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

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR APARTNERSHIP.

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

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

Signature

Title

Date

OR

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

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

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

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

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

Signature

Date

Not Applicable

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

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

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

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

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

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

Contractor Printed

Contractor

Contractor

Dat

Not Applicable

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

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

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,
OREGON

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

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

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

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

Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and

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

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

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

Commission Memo

Prepared by: Anne Medenbach
Date: December 17, 2019
Re: Yellow Hangar Lease - Hood Tech



Hood Technology Corporation (HTC) has been a tenant in the Yellow Hangar at the airport since 2014. HTC has worked with the Port regarding potential development on both sides of the airfield that were expected to enhance and coincide with the Connect VI project. However, due to project delays resulting from a lengthy NEPA process, the two development options are no longer feasible. HTC would like to be able to either expand the hangar they currently occupy or move into a new hangar on the north side, when such become available.

As it is not known when hangars would be available based on the Connect VI project status, staff recommends a 1-year lease extension. The attached amendment to the lease does not add the additional rent structure as per the new lease policy, as airport leases need different clauses than the standard lease template. Staff will be developing an Airport-specific lease template in 2020.

RECOMMENDATION: Approve Lease Amendment No. 3 with Hood Tech Corporation for the Yellow Hangar at the Airport.

This page intentionally left blank.

AMENDMENT No. 3 TO HANGAR LEASE

Whereas, the Port of Hood River, an Oregon municipal corporation, as Lessor, and Hood Technology Corporation, an Oregon corporation, as Lessee, entered a lease of premises known as Hangar #1 ("Yellow Hangar") at the Ken Jernstedt Airfield, located at 3650 Airport Drive, Hood River, Oregon ("lease") for a term commencing on October 1, 2014 and expiring on September 30, 2017; and

Whereas, on September 8, 2016, Amendment No.1 to Lease was executed, which assigned Lessee's lease interests to Hood Tech Corp., Aero Inc., as Lessee; and

Whereas, as of December 6, 2017, Amendment No. 2 to Lease was executed, which extended the Lease term through September 30, 2019 and revised the lease rate to \$0.57/sf + CPI; and

Whereas, Lessee has been in Holdover status since October 1, 2019 and both Lessee and Lessor wish to reinstate and extend the Lease term through December 31, 2020. This extension will allow the airport projects on the north side of the runway to be completed and for both parties to better understand when new hangars will be available for lease.

Whereas, Lessor implemented a new Lease structure which requires Lessee to pay all operating expenses, excluding capital expenditures, associated with the building.

Therefore, the parties agree:

1. The lease has remained in effect and is now in effect.
2. The lease term will end on December 31, 2020.

Date	Square Footage	Lease Rate	Monthly Total
December 1, 2019 through December 31, 2020	3,900	\$.0.62+CPI	\$2,418.00

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

Hood Tech Corp., Aero Inc.

Lessor, Port of Hood River

By: _____

By: _____

Jeremy Young
President

Michael S. McElwee
Executive Director

Date _____

Date _____

This page intentionally left blank.

Commission Memo



Prepared by: Fred Kowell
Date: December 17, 2019
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$5,998.00
---------------------	-------------------

Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$5,998.00
--	-------------------

This page intentionally left blank.

JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED



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

Page: 1
December 03, 2019
Account No: PORTOHaM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYMENT CONTRACT					
0.00	154.00	0.00	0.00	0.00	1-6520 \$154.00
TURTLE ISLAND INCORPORATED (Lease)					
836.00	88.00	0.00	0.00	-836.00	302-5520 \$88.00
Mt. Hood Railroad					
0.00	1,122.00	0.00	0.00	0.00	1-6520 \$1,122.00
CONTRACT (Marina Moorage Rules)					
418.00	0.00	0.00	0.00	-418.00	\$0.00
MISCELLANEOUS MATTERS					
JJ					
1,199.00	2,200.00	0.00	0.00	-1,199.00	1-6520 \$2,200.00
NORTHWAVE LEASE (Northwave, Inc/Blake Richards)					
22.00	0.00	0.00	0.00	-22.00	\$0.00
AUDIT LETTERS					
0.00	58.00	0.00	0.00	0.00	1-6520 \$58.00
AIRPORT T-HANGER LEASE FORMS (2012-2013)					
0.00	506.00	0.00	0.00	0.00	600-552 \$506.00
LEASE (Ken Peterson)					
22.00	0.00	0.00	0.00	-22.00	\$0.00
BRIDGE TOLL ENFORCEMENT					
0.00	462.00	0.00	0.00	0.00	100-5520 \$462.00

HOOD RIVER, PORT OF

Dece
Account No:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
STORM LINE SINK HOLE (Hood River Distillers area)					
242.00	0.00	0.00	0.00	-242.00	\$0.00
PROPERTY ISSUES :					
110.00	1,408.00	0.00	0.00	-110.00	300-55a0 \$1,408.00
PROPERTY SALE					
3,454.00	0.00	0.00	0.00	-3,454.00	\$0.00
PROPERTY PURCHASE					
44.00	0.00	0.00	0.00	-44.00	\$0.00
PROPERTY PURCHASE					
22.00	0.00	0.00	0.00	-22.00	\$0.00
<u>6,369.00</u>	<u>5,998.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-6,369.00</u>	<u>\$5,998.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 30th OF NOVEMBER UNLESS OTHERWISE STATED

Commission Memo

Prepared by: Michael McElwee
Date: December 17, 2019
Re: Bridge Inspection Briefing



Mark Libby, P.E. from HDR Engineering will attend the meeting to brief Commissioners on his evaluation of test results from core samples taken from the north and south bridge approach ramps and the underwater inspection of Piers 8 and 10. The memos Mr. Libby prepared on these two topics are attached.

RECOMMENDATION: Informational.

This page intentionally left blank.



Memo

Date: Friday, December 13, 2019

Project: Hood River – White Salmon Bridge

To: Michael McElwee, Executive Director
John Mann, Facilities Manager

From: Mark Libby, PE
Kurt Schweitzer, PE

Subject: **Updated WA and OR Approach Spans Bridge Deck Inspection**

Background

The 2018-19 Task Order 08 included a review of the condition of the concrete approach span decks and joints and the need for deck overlay and joint rehabilitation.

The 2018 Routine Bridge Inspection Report lists a bridge deck condition rating of 5 (fair). The report notes transverse cracks in Spans D and E of the Oregon approach and spans 20 through 27 of the Washington approach, diagonal hairline cracks in the ends of the deck near the abutment with minor leaching, and some rutting in the wearing surface of the Washington approach spans with polished aggregate.

Based on comments from the Port about the condition of the overlay on the Washington approach spans, a brief walk of the deck was performed during a site visit in January 2019. The existing polymer overlay is worn through in multiple locations, several small potholes with exposed rebar are present and other areas of cracking indicate more are forming. Sample photos of the Washington approach spans deck condition are provided in *Attachment C - Deck Walk Photos*.

Based on the findings of similar inspection and chloride testing of deck cores at Bridge of the Gods that HDR conducted, chloride testing of deck cores in the Washington approach spans was recommended. The Washington Department of Transportation (WSDOT) uses rock salt on SR-14 to aid with icy conditions in winter months, and salts are tracked on to the bridge approach spans.

With nighttime closures of the bridge for the 2019 Miscellaneous Truss and Steel Repairs project, the deck inspection work was targeted to occur during one of the nighttime closures.

We set our initial coring plan to collect four cores in the southbound (SB) lane (toward Oregon) and one core in the northbound (NB) lane (toward Washington).

Based on the results of the initial deck core testing, additional deck core testing was recommended to better evaluate the extent of chloride contamination.

Field Inspection

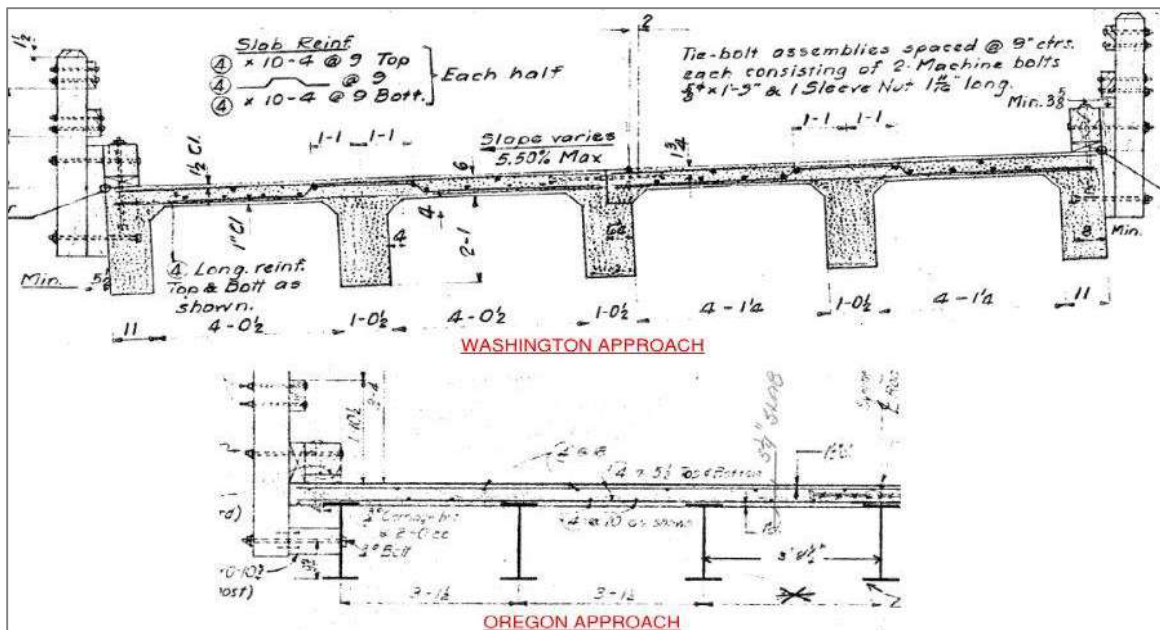
On May 15th, 2019 HDR staff performed the bridge deck inspection of the reinforced concrete deck on the Washington and Oregon approach spans of the Hood River - White Salmon Bridge. The inspection consisted of chain-dragging the deck to detect delaminations and collecting concrete core samples for chloride testing. American Concrete Company performed the core-drilling of the deck. The work was performed during a nighttime bridge closure for another project and Port staff patched the core holes along with several pot holes in the deck.

On October 14, 2019 an additional six cores were taken: three in the NB lane of Spans 23, 24, and 26; one in the SB lane of Span 22; and two in the NB lane of Spans SD and SE. Port staff provided traffic control and patching of the cored holes. American Concrete Company performed the core-drilling of the deck.

Deck Coring

According to the 1951 plans, the Washington approach deck is 6 inches thick with 1.5 inches of clear cover to the top transverse reinforcement, No. 4 bars at 9 inches, plus No. 4 “truss” bars at 9 inches (Figure 1). The top longitudinal reinforcement is No. 4 bars at about 2-foot centers. The Oregon approach deck is 5.25 inches thick with 1.5 inches of clear cover to the top transverse reinforcement, No. 4 bars at 5.5 inches. The top longitudinal reinforcement is No. 4 bars at 18 inches. The desired core size for chloride testing is 4 inches in diameter with a depth at least 2 inches below the range for testing; in this case, 4.5-inch deep cores. The original deck cores were only taken on the Washington approach; subsequent cores were taken from both Washington and Oregon approach spans. Locations were selected to test the boundaries of high chloride content in the Washington approach deck and to confirm high chloride presence in the Oregon approach deck.

Figure 1. Reinforced Deck Section



At each core hole ground penetrating radar scanning was used to locate the deck reinforcement. A vacuum was used to collect the water that keeps the coring bit cool then the core was broken free by tapping a screwdriver into the perimeter cut (Figure 2). The core was then photographed and placed into a sealed bag (Figure 3). Photographs were also taken of the hole (Figure 4) to evaluate concrete condition, and then the hole was patched. The core samples were delivered to the Oregon Department of Transportation (ODOT) laboratory facility in Salem, Oregon for testing. The core locations are shown on *Attachment A - Core and Delamination Location Plan*.

Figure 2. Core Drilling Apparatus



Figure 3. Core No. 4



Figure 4. Core No. 4 Hole



Deck Chain Drag

One of the best ways of detecting delaminated concrete on a flat surface is to drag a chain back and forth across the surface. The hollow-sounding ring of delaminated concrete is readily detectable. When delaminated areas were located the area was outlined with spray paint and the area and location were measured for mapping (Figure 5). The chain drag inspection covered the entire deck of the Washington and Oregon concrete approach spans. The areas of

delamination are shown on *Attachment A - Core and Delamination Location Plan*. Multiple locations of exposed deck rebar were observed during the deck inspection, with broken and corroded bars present.

Figure 5. Chain Drag Equipment



Deck Joints

The bridge deck joints in the concrete approach spans were not inspected closely during the deck inspection due to the nighttime conditions. A cursory observation was made of the Washington approach spans during the deck walk in January as well as a review of the inspection reports. The joint at Bent 28, Washington abutment, is in poor condition due to cracked and spalling concrete on the bridge side of the joint. The intermediate bent joints are generally in satisfactory condition. These joints consist of 0.5-inch joint filler between concrete diaphragms with an asphaltic sealer filled at the deck surface. The steel angle header at Bent 20, interface with the metal grid deck, has a 7-inch long section that is broken out in the SB lane. The inspection notes also indicate a vertical misalignment of 1-1/2-inch between the grid deck and the steel header (*Attachment C - Deck Walk Photos*).

The ODOT inspection notes indicate that the strip seal at Oregon Abutment E has lost adhesion and is leaking.

Laboratory Results

Deck Core Samples

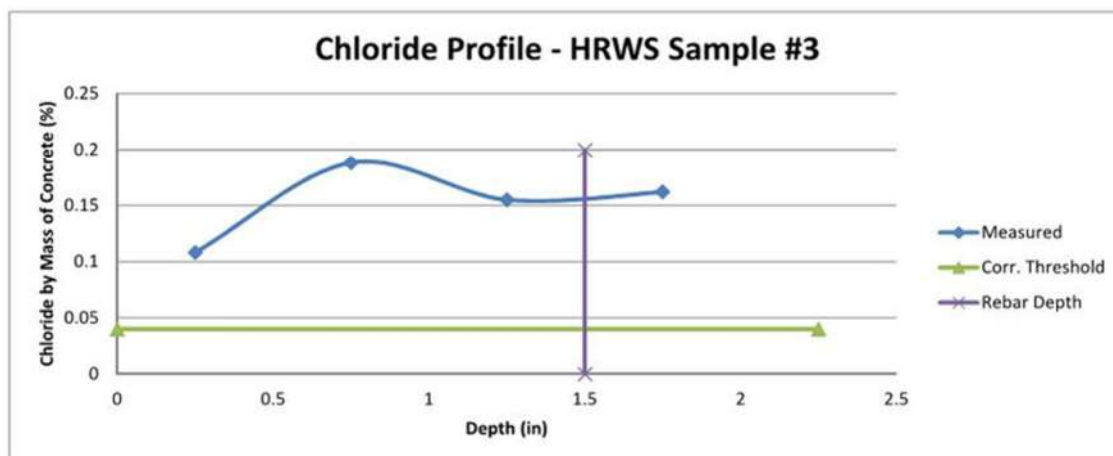
A total of eleven core samples were tested in accordance with AASHTO T-260 (Chloride Content) test criteria. Each core is sliced into 0.5-inch-thick sections from the surface down. Each 0.5-inch slice is tested and the chloride content is reported as a percentage of the sample. Ideally five test samples would be obtained from a 4-inch x 4.5-inch core, however due to the large aggregate encountered the cores broke in a fashion that did not allow the lab to get five samples. Five of the cores only allowed for three test samples, five cores allowed for four samples, and one core allowed for five samples. The laboratory test results are shown in



Attachment B - Chloride Testing Results, which includes the raw lab report and graphical plots of these results. The graphical plot shows the chloride content at the mid-depth of each 0.5-inch sample, the assumed depth to reinforcement, and the corrosion threshold (Figure 6). The corrosion threshold is based on an industry accepted value of 0.04 percent or approximately 1.5 pounds of chloride per cubic yard of concrete. When this concentration of chloride reaches the depth of reinforcement, a corrosive condition is considered to exist. When the plotted curve connecting the test points is above the corrosion threshold at the location of the reinforcement, then active corrosion is occurring.

Figure 6. Core No. 3 Profile

Hood River - White Salmon Bridge		Field Test Data			
Sample #: 3	Depth, in	0.25	0.75	1.25	1.75
Date: 5/15/2019	Chloride Concentration	0.108	0.188	0.155	0.162



Original Cores 1-5

Core No. 3 (Figure 6) is notably the worst of the original five samples with all four of the sections testing well above the corrosion threshold. Cores No. 2 and 4, are the next worst with all of the testable sections well above the corrosion threshold. While cores No. 2 and 4 did not have a test sample below the reinforcement depth, the chloride level would not be expected to suddenly drop below the corrosion threshold. All sections of core No. 5, which is the only core taken in the NB lane, are also above the corrosion threshold. All sections of core No. 1, which was taken the farthest away from the centerline in the SB lane and closest to the Washington abutment, are below the corrosion threshold.

Cores No. 1 and 3 are in the approximate wheel paths for the SB lane while cores Nos. 2 and 4 are in the middle of the SB lane. Core No. 5 is in the inside wheel path of the NB lane. See Attachment A for the core locations.

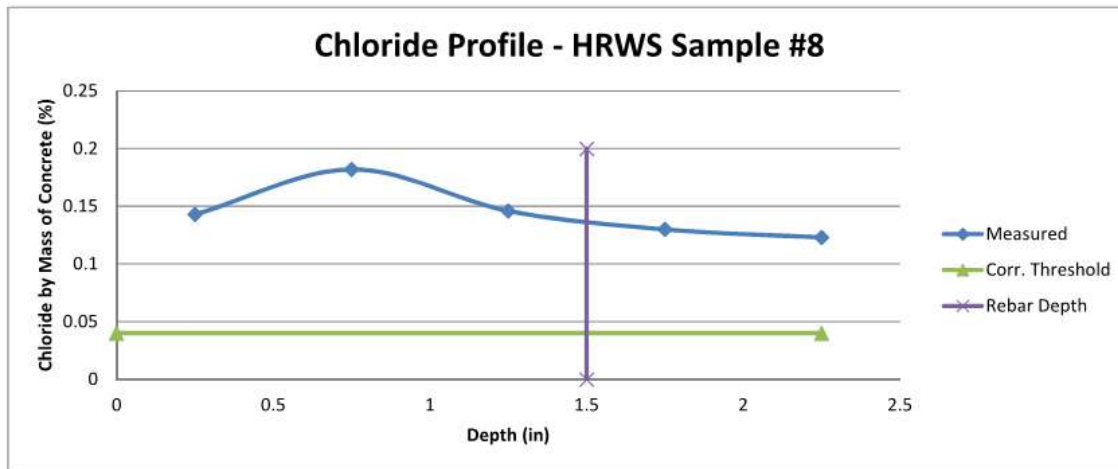
Subsequent Cores 6-11

Cores 6-8 were taken in the outside section of the NB lane in Spans 23, 24, and 26, respectively. Cores No. 7 and 8 have the highest chloride contents of the second batch of cores

tested, with Core No. 7 topping out at over five times the corrosion threshold. Core No. 8 was the only core taken that the lab was able to get a full five test samples from. The plot of Core No. 8, shown in Figure 7, shows that high chloride levels are present 2 ¼” below the surface.

Figure 7. Core No. 8 Profile

Hood River - White Salmon Bridge		Field Test Data				
Sample #: 8	Depth, in	0.25	0.75	1.25	1.75	2.25
Date: 10/14/2019	Chloride Concentration	0.143	0.182	0.146	0.130	0.123



Core No. 9 was taken from the inside of SB Lane in Span 22. While only three samples were available, they are all above three times the corrosion threshold.

Core No. 10 is mid-lane of the NB lane in Span SD; Core No. 11 is to outside of NB lane in Span SE. Both cores tested in ranges of two to four times the corrosion threshold.

Conclusions and Recommendations

The results of core No. 1 is unexpected as this location would presumably have the highest chloride concentrations, being closest to source of salt (SR-14). Core No. 5 results also indicate that the high chloride content is not restricted to the SB lane. However, these tests are individual spot locations, and if five more cores were tested, five different concentrations could result. What is more indicative of an active corrosion condition is the high level of chloride in cores No. 2 through 5 (2-to-4 times the corrosion threshold) and the high frequency of delaminations in the SB lane of the Washington approach. As corrosion occurs, the steel volume expands and eventually causes a crack in the concrete. The impact of traffic in these areas further separates the concrete, eventually leading to failure and potholes. These cracks near the surface of the reinforcement are what give the hollow-sounding ring from the chain drag.

The concentration of delaminations in the NB lane of Spans 23-24 was also unexpected as these spans are within a supposed superelevated section, such that stormwater run-off is draining toward the SB lane. In discussions with John Mann, Facilities Manager, this section of

the roadway routinely ponds water. This information helps explain the presence and concentration of delaminations in this area. It should be noted that while high chloride content is a leading cause of reinforcement corrosion, it is not the only cause of corrosion and deck delaminations.

The high chloride content in Core Nos. 2 through 5 and the high frequency of deck delaminations are good indications of an active corrosion condition in the deck reinforcement. This active condition will likely continue and result in additional deck delaminations and potholes in the future unless the condition is mitigated.

The additional core samples taken in the Washington approach spans show that there is a relatively consistent high chloride level in the concrete deck. Core No. 1 remains the outlier as the only core tested with chloride levels below the corrosion threshold while Core Nos. 2 through 9 have chloride levels of two to five times the corrosion threshold.

For the Oregon approach, Spans SD and SE have a high concentration of delaminations in the NB lane and only a few delaminations in the SB lane. The high level of delaminations in the NB lane may be indicative of vehicles tracking salts used around the toll booth onto the bridge.

Core Nos. 10 and 11 confirm the assumptions of high chloride presence in the NB lane of the Oregon approach spans. The lack of delaminations in the SB lane does not necessarily mean a lack of chloride presence as demonstrated by several cores in Washington approach show high chlorides yet low presence of delaminations.

The polymer overlay on both approach sections is worn through in much of the wheel paths and no longer providing much protection to the deck. Installing a new overlay on top of the deck in its current condition is not recommended due to the findings of high chloride content. The concern is that the level of chlorides trapped beneath the overlay will continue the corrosion of reinforcement, causing continued delamination and spalling of concrete and the overlay.

Washington approach Spans 20 to Span 22 are in more moderate condition with only a few delaminations, but no cores were tested in these spans. It is possible that the majority of salt brine being carried onto the bridge from SR-14 is deposited before getting to Span 22. Similarly the SB lane of Oregon approach Spans SD and SE are in more moderate condition than the NB lane.

For long term solutions, the chloride contaminated concrete needs to be removed. Short of a full deck replacement, this consists of removing the top 2.0 to 2.5 inches of concrete and replacing with a structural concrete overlay. The results of the combined sets of deck core testing reveals that there are high levels of chlorides present in both the NB and SB lanes of the majority of the Washington approach spans, and that the depth of the high chloride content may extend into the bottom half of the deck.

The results indicate that a partial deck replacement may not be an effective solution to this condition. The traffic impacts would be significant as one lane would be out of service for at least one month followed by the other lane being out of service for another month. The assumptions for this are that up to 3 inches of concrete is removed using hydrodemolition and replacement with a high performance concrete with a minimum 7-day wet cure. Due to the loss of structural section, the work would need to be done one lane at a time. Alternating one-way

traffic could be maintained during the daytime and the work done during nighttime bridge closures. Significant traffic delays are to be expected. Full closure of the bridge would allow work to progress faster but may not be an acceptable level of impact. The work would still need to be done in stages as some heavy equipment will still need a full-section lane for access during concrete placement and curing. A contractor would have to be adequately incentivized to consider using multiple shifts in order to expedite the work.

The Oregon approach would be yet another phase unless the full closure option was used. The traffic impacts of having alternating traffic zones at each end of the bridge would likely be too great.

Full deck replacement would likely have greater impacts to traffic and bridge closure times due to the need to install deck forms and reinforcement. It is feasible that an accelerated construction approach using precast deck panels could expedite the deck replacement under full closure conditions.

A rough order of magnitude estimate for these options are listed below.

Deck Rehabilitation – 3-inch hydro-demolition removal and replacement of WA approach, NB and SB lanes, and OR approach NB lane only, approximately **\$1.42M**

Bridge deck removal and replacement with precast deck panels, OR and WA approaches, approximately **\$3.00M**

Cost estimate summaries are provided in Attachment D.

Given the high cost of these rehabilitation alternatives, the traffic impacts, and current efforts to replace the bridge, it does not seem to be in the best interest of the Port of Hood River to engage in significant deck rehabilitation at this time. A diligent program of patching local spalls and pot holes as they occur is recommended for at least the next few years. We recommend documenting the locations and frequency of patches to help evaluate the progression of problems during this time. If the bridge replacement project does not progress adequately and the deck condition continues to worsen, then an aggressive deck rehabilitation project may be warranted.



Memo

Date: Friday, December 13, 2019

Project: Hood River – White Salmon Bridge

To: Michael McElwee, Executive Director
John Mann, Facilities Manager

From: Mark Libby, PE

Subject: **Dive Inspection of Piers 6 and 8.**

Background

As a follow up to the 2018 hydrographic survey of the Hood River Bridge river piers and channel bottom HDR contracted with Cascade Dive Company to perform an underwater inspection, with video recording, of Piers 6 and 8. These two piers have had Condition State 4 (poor) inspection comments in the ODOT Underwater Inspection reports since at least 2010 (earliest report we have) and have the most severe deficiencies. Since ODOT does not video record their inspections, we sought a dive contractor that could perform the inspection and provide valuable input on construction methods and considerations for effort and cost.

Refer to HDR's *Sonar Scan Data Review* memo, June 26, 2019 and Solmar Hydro's *2018 Hood River Bridge Condition Hydrographic Survey* report, January 2019, for additional background information.

Dive Inspection

On October 14, 2019 Cascade Dive Company performed an underwater video inspection of Piers 6 and 8. The team attempted to inspect the downstream column of Pier 7 before hitting their time limits, but the presence of several gill nets brought that to a quick end. Cascade Dive provided a flash drive with nine videos, five at Pier 6, three at Pier 8, and one of the brief attempt at Pier 7. Subsequent to providing the video files Cascade Dive provided a memo summarizing their notable findings along with sketch drawings of the pier faces. This memo is included as Attachment A along with a few comments from our review.

The underwater videos are fairly clear visually and along with the audio discussion between diver and surface support provide good documentation of the surface conditions of the web walls, columns, and ancillary features encountered.

Inspection Review Summary

HDR has reviewed the videos and the attached memo and added a couple of clarifying comments. While the visual quality is pretty good, it does take considerable time to track the findings to a documentable level. After a couple of viewings we have confirmed the attached memo reasonably captures the significant findings. While we have not yet correlated these findings item by item against the ODOT inspection notes, there is good correlation.

One of the challenges in reviewing the material is that some of the conditions appear to look worse than the written comments indicate. Some of this is due to the limited field of vision and camera movements as the diver positions himself. There are some very concerning sections, as the inspection reports have been documenting, and we are still evaluating these conditions.

Pier 8 has a section of steel casing around the upstream column that extends 10 feet to 12 feet above the mud line. The condition of the rest of the pier, north and south faces of web wall and downstream column, over this depth have significant sections of voids, referred to as rock pockets (see Figure 1). The initial assessment is to form and pump full of concrete the entire perimeter outside of the upstream column over a 10 foot to 14 foot height above existing ground.



Figure 1 Pier 8 south side web rock pockets

Pier 6, while not quite as severe, has some significant defects as well. The initial assessment is to address bullets number 6, 7, 8 and 10 (see Figure 2) on the south side and bullets 1, 8 and 9 on the north side. Refer to Attachment A for the bullet descriptions and locations.



Figure 2 Pier 6 upstream column

Some very preliminary conversations with Cascade Dive Company about potential costs for some of these repairs land in the \$0.5M to \$1.5M range.

One of the unknown conditions is how much these conditions extend below the mud line at time of inspection. Subsurface excavation and permitting conditions can have a big impact on the



cost so it is understandable why a contractor is reluctant to offer a cost opinion without more detailed information.

Based on the initial rough order of magnitude cost assessments, a more rigorous evaluation of these conditions is warranted. While some of the conditions in the web wall seem concerning, Figure 1 for example, whether they actually pose a serious structural concern warrant some additional review. The column conditions seem a more immediate concern, however these locations may still be 15 feet above the footings, making them slightly less concerning. We have not yet tied the inspection depths to elevations to further understand the locations of these defects.

Given these conditions and the upcoming timing for updating the Long Term Maintenance Plan, this memo serves to provide an interim update as to the findings of the dive inspection. We look forward to discussing strategies for addressing levels of effort to further the evaluation of these conditions and exploring cost effect measures to mitigate the worst conditions.



Attachment A – Cascade Dive Company Inspection Memo

Cascade Dive Co



Cascadediveco.com

HDR Inc.

Mr. Mark Libby,

November 11, 2019

On October 14, 2019 Cascade Dive Company provided an underwater video inspection of the Hood River Bridge piers 6 & 8, as per proposal dated October 3, 2019.

The inspection was conducted by a three-man surface supplied dive team:

Dive Crew:

Supervisor: Rollin Pick
 Diver / Tender: Drew Smith
 Dive / Tender: Dan Budzil

Weather: Fair

Dive platform: 22' dive boat

Sea state: calm

Water temp: 50 degrees

Current: 1-2 knots

Depth: 1' – 47'

Visibility: 2-5'

I have attached a sketch of piers 6 & 8 with corresponding descriptions below.

Pier 6

South Side:

- 1) Armor plate filled with concrete
- 2) 1" w x 5" tall x 2' deep void ← 2' depth is hole through web wall.
- 3) Approx. 4' wide band of Spalling rock 1" depth
- 4) Tapered Spalling area 10" – 0" approx. 3' long 1-4" deep
- 5) False work with steel round bar band imbedded into web
- 6) 7" x 10" x 8" void with timber imbed
- 7) 6' upstream of downstream pier Spalling 3'8" x 16" 3-7" depth
- 8) Large rock pocket approx. 6' tall 2-4" depth
- 9) False work
- 10) Severe erosion 10' lf average width 4' depth from 6"-13" deep
- 11) Large boulder approx. 5'x4'x3'
- 12) 4' mound of Rip Rap
- 13) False work metal restraint bands
- 14) Wooden false work

Pier 6**North Side:**

- 1) 2" deep spalling area ← 7" deep rock pocket
- 2) False work restraint bands
- 3) Spalling 2"-4" depth full width of web
- 4) Form restraint bands
- 5) 1-2" spalling full width of web
- 6) Wood false work
- 7) 4' mound of 6" Rip Rap
- 8) 7" h x 6" d x 3' long void
- 9) 2.5' x 2' x 5-7" deep void pocket

Pier 8**South side:**

- 1) Cable for support structure
- 2) Spalling rock 1"-1-1/2" depth
- 3) Steel form filled with concrete bolted to web
- 4) 13" x 8" x 25" hole thru web
- 5) Large void thru web
- 6) 6" wide x 4" deep rock pocket
- 7) Rip Rap
- 8) False work
- 9) Exposed rebar
- 10) Large rock pocket around base of column 2' tall 4"- 10" deep
- 11) Loose aggregate throughout full width of web
- 12) Various voids throughout web
- 13) False work restraint bands
- 14) Exposed rebar

Pier 8**North side:**

- 1) Large rock pocket band approximately 1'tall by 4-6" deep
- 2) Large rock pocket band 1-2" high 4-8" deep
- 3) Spalled area full width of web average 1-1/2" depth
- 4) False work
- 5) False work restraint bands
- 6) Various elongated voids throughout web

Pier 7

Due to limited bottom time and the presence of gill netting around the pier. No video or observations were made to pier 7.

Summary:

In general, both piers seem to have progressively deteriorated based on the previous Survey conducted on August 27,2019.

Please call with any questions or concern

Regards

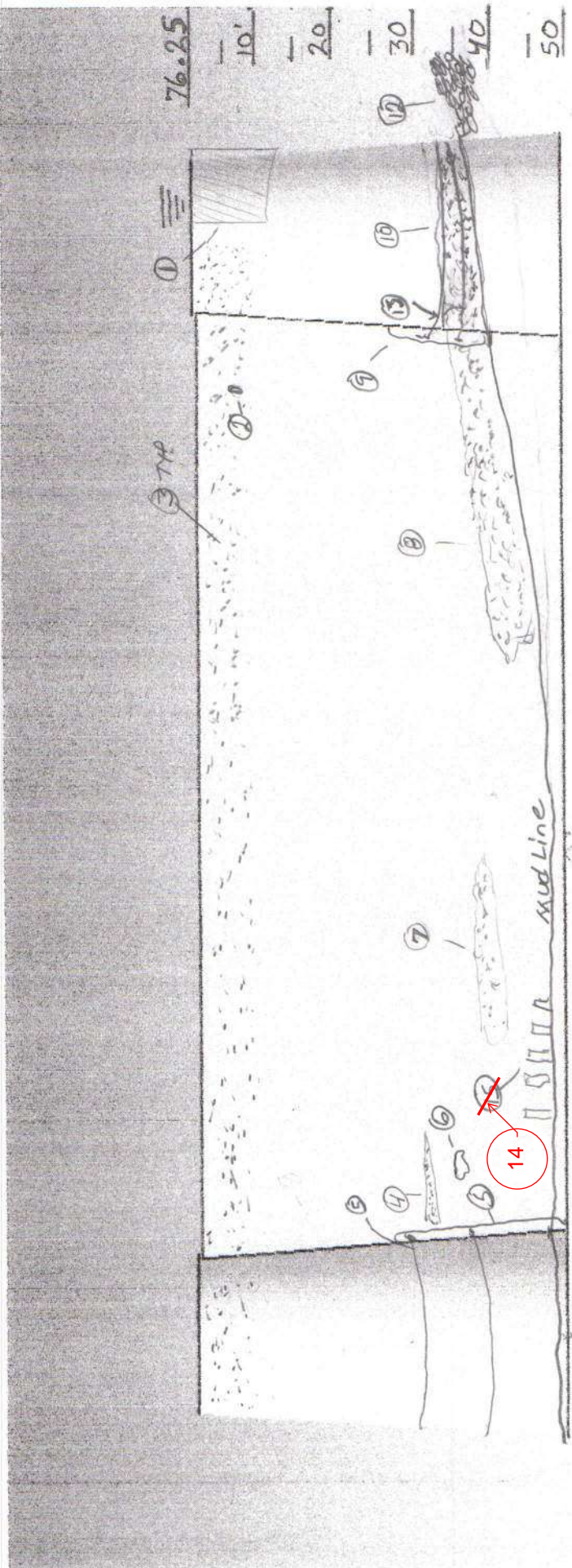
Jim Bay

Page 3 of 3

Cascade Diving Company

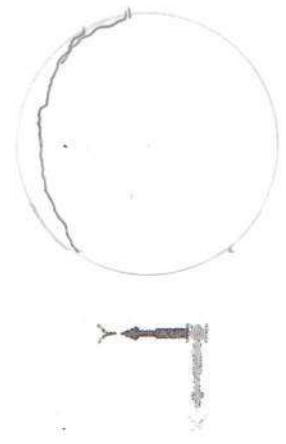
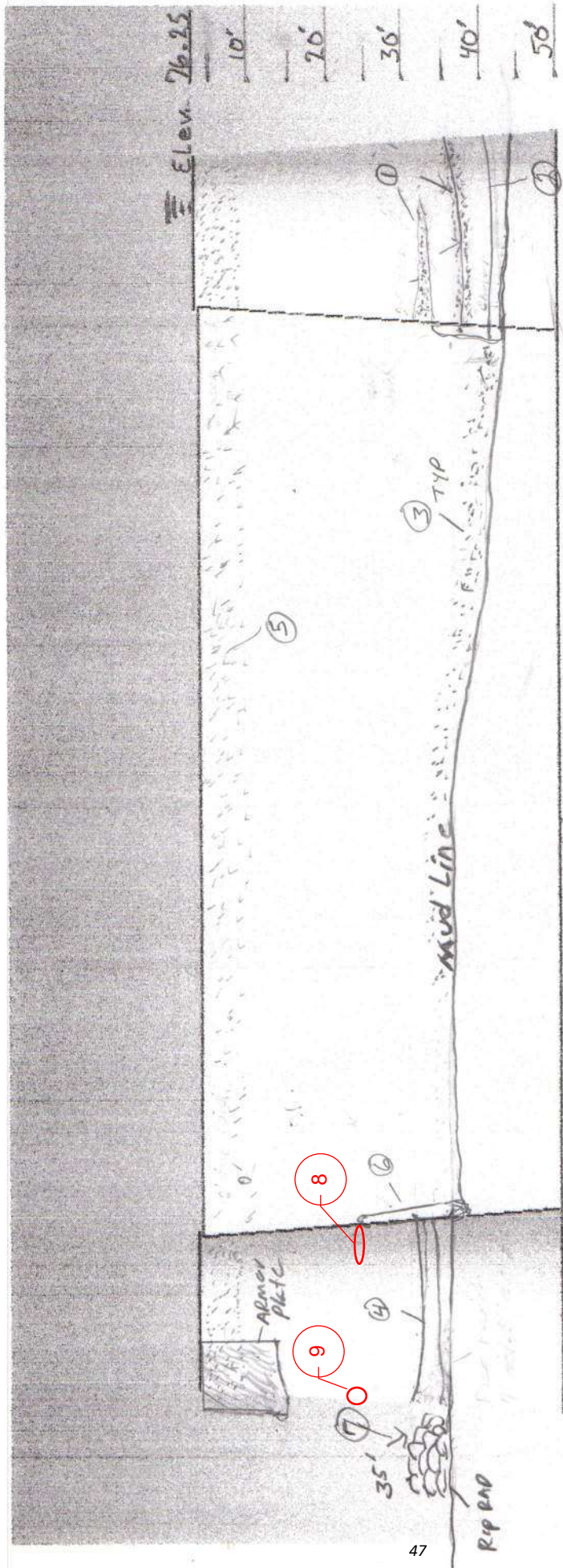
Heavy Civil Marine Commercial Diving

9305 Richardson Road, Pasco, Washington 99301
2500 NE 104th ST Vancouver, WA (360) 719-2173



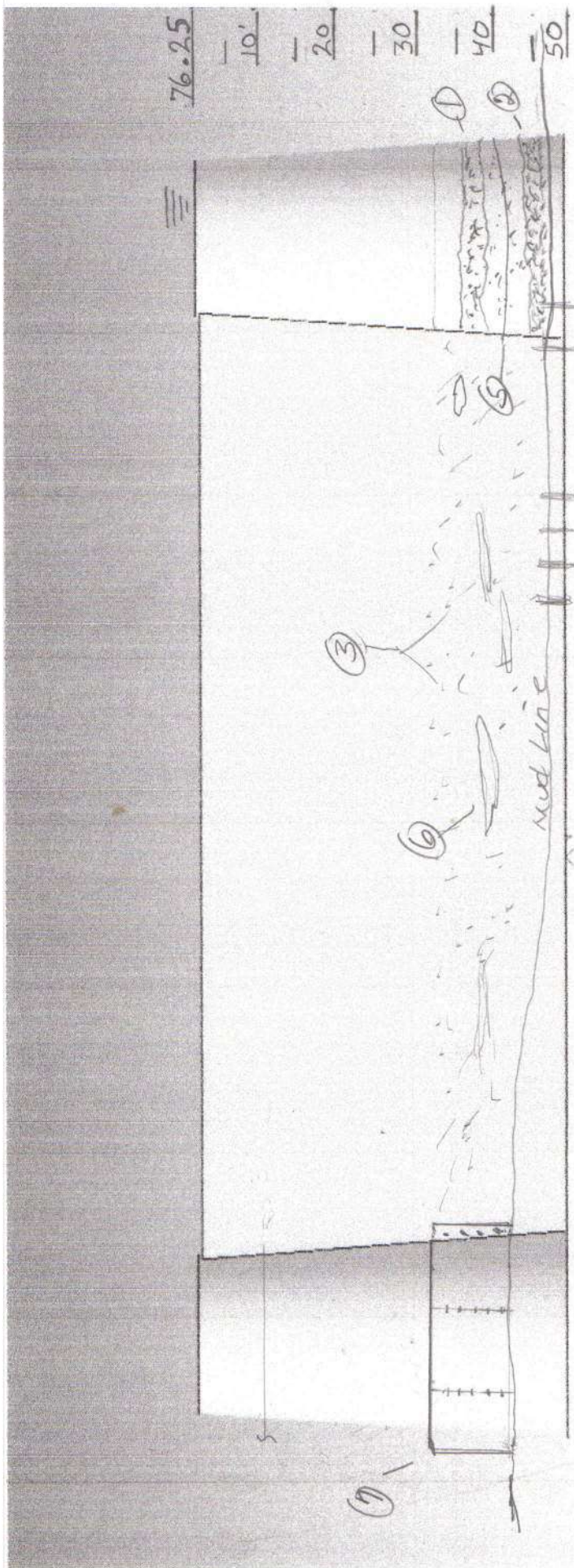
PLAN

Pier 6
 South Side
 ← Flow



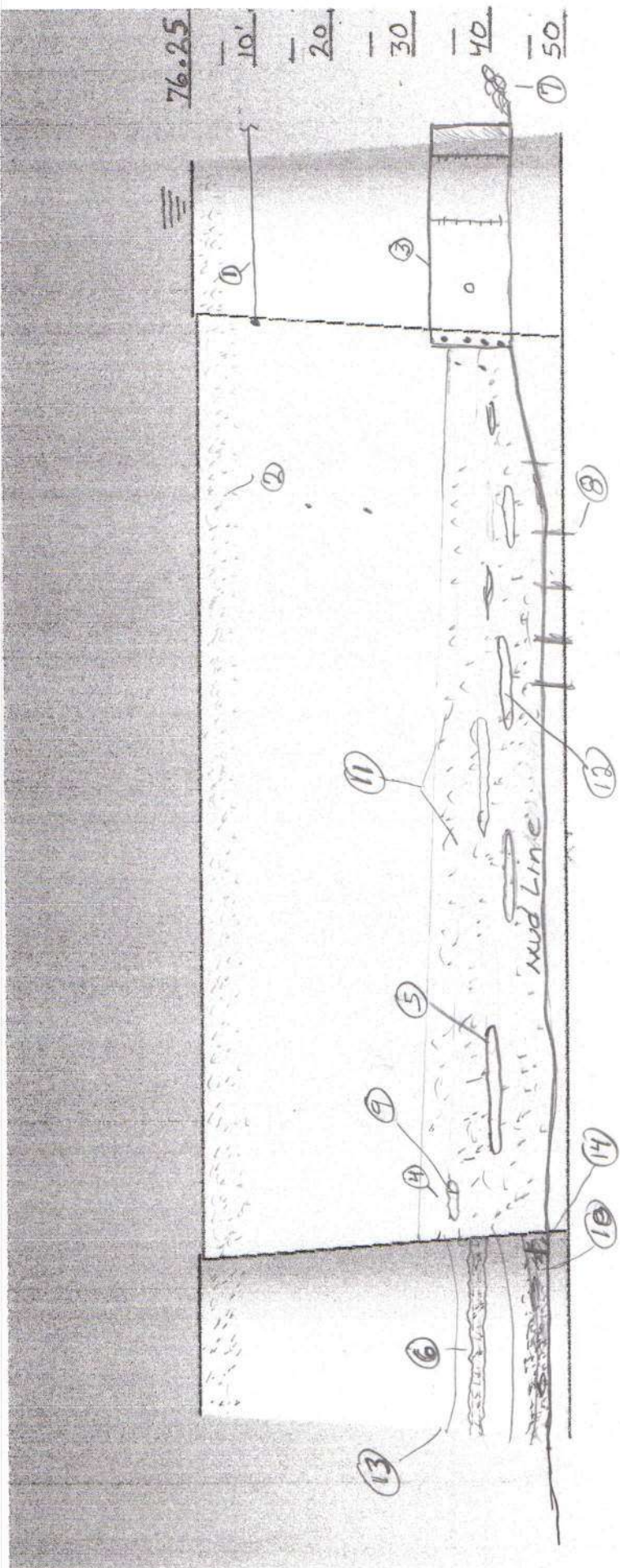
Pier 6
North Side
Flow →

PLAN



Pier 8 Flow →

North Side



Pier 8 ← Flow

South Side



PLAN



This page intentionally left blank.

Commission Memo



Prepared by: Daryl Stafford
Date: December 17, 2019
Re: Event Site Dock Structural Evaluation

Steven Hawk of Coffman Engineers was engaged to perform a general assessment of the structural condition of the Event Site Dock to evaluate the entire dock above the ground surface/ waterline for potential repairs. Mr. Hawk will attend the meeting to present his initial findings.

RECOMMENDATION: Informational.

This page intentionally left blank.



2019 EVENT SITE DOCK EVALUATION

RECENT EVALUATION & REPAIR HISTORY

- 2015 EVALUATION REPORT BY KPFF
- 2016 BEAM REPAIRS MADE AT UPPER DOCK
- 2019 CURRENT EVALUTION
- EARLY 2020: REPAIRS TO BE MADE BASED ON PRIORITY

SUMMARY RECOMMENDATIONS

UPPER DOCK:

1. HIGH PRIORITY: Replace rotted beam at north end and waterproof along north edge (Photos 1 & 2)
2. HIGH PRIORITY: Repair rotted ends of east-west beams (Photos 4 & 5)
3. Medium-high priority: Remove approximately 2'-0" of the east edge of the dock to eliminate the rotted joists and 2x decking all along the eastern edge (Photos 3A & 3B). This would mean losing about 2'-0" of real estate along the eastern edge of the dock.

SUMMARY RECOMMENDATIONS

LOWER DOCK:

1. HIGH PRIORITY: Repair broken fence post (Photo 9)
2. Medium-high priority: Recommended adding 4x10 pressure-treated blocking in between joists that are rolling, and replacing grating clip screws with stainless steel screws (Photos 7 & 8)
3. Medium-high priority: Repair split beam end at south edge using steel plates sandwiching the beam and thru-bolts (Photos 10)

SITE VISIT NOTES

SITE VISITS NOTES 11-16-19 BY COFFMAN ENGINEERS (HAWK)

SITE VISITS NOTES FROM 2015 KPPF REPORT

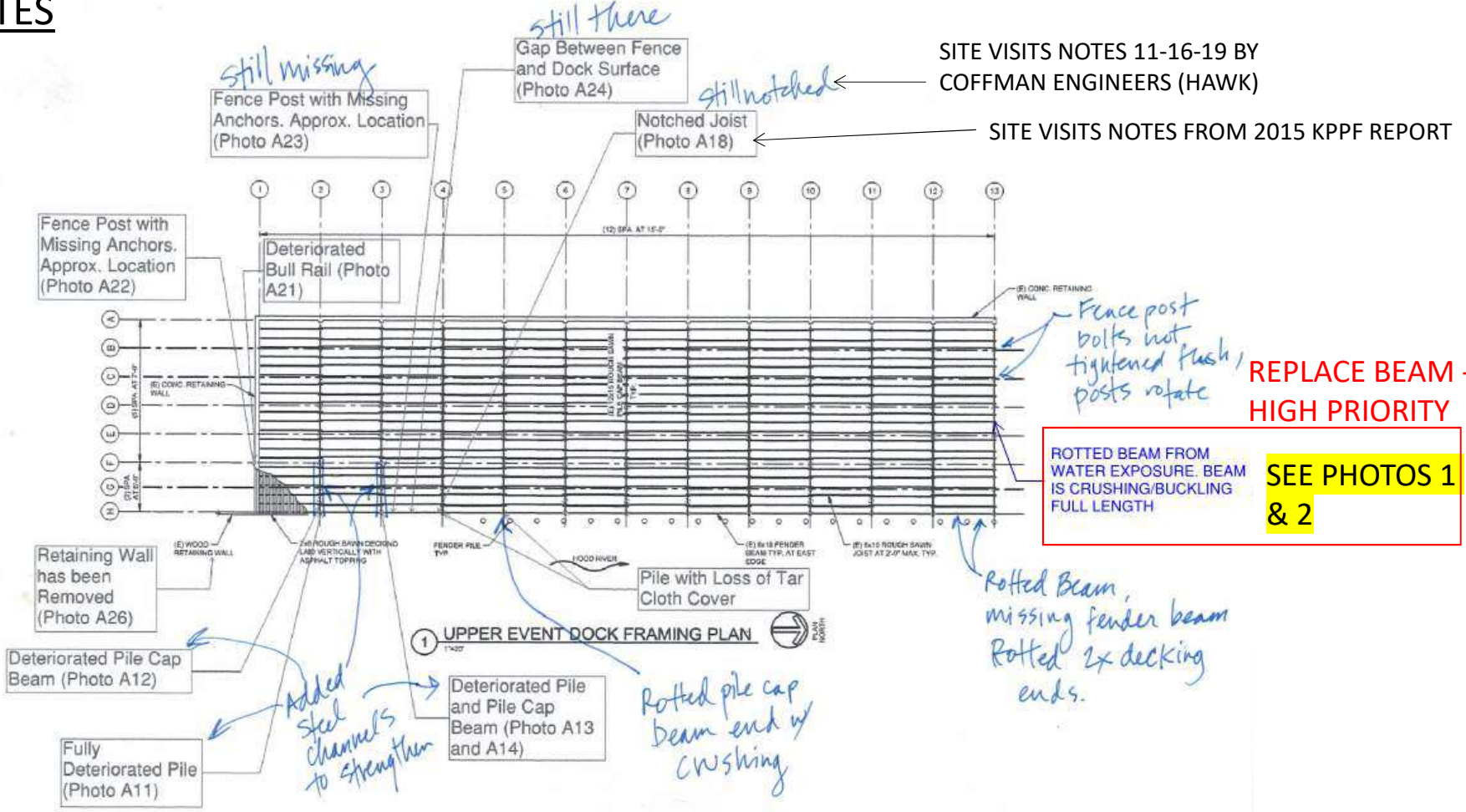


Figure 1: Upper Event Dock - Noted Condition Locations

PHOTO 1



BULGING ROTTED BEAM

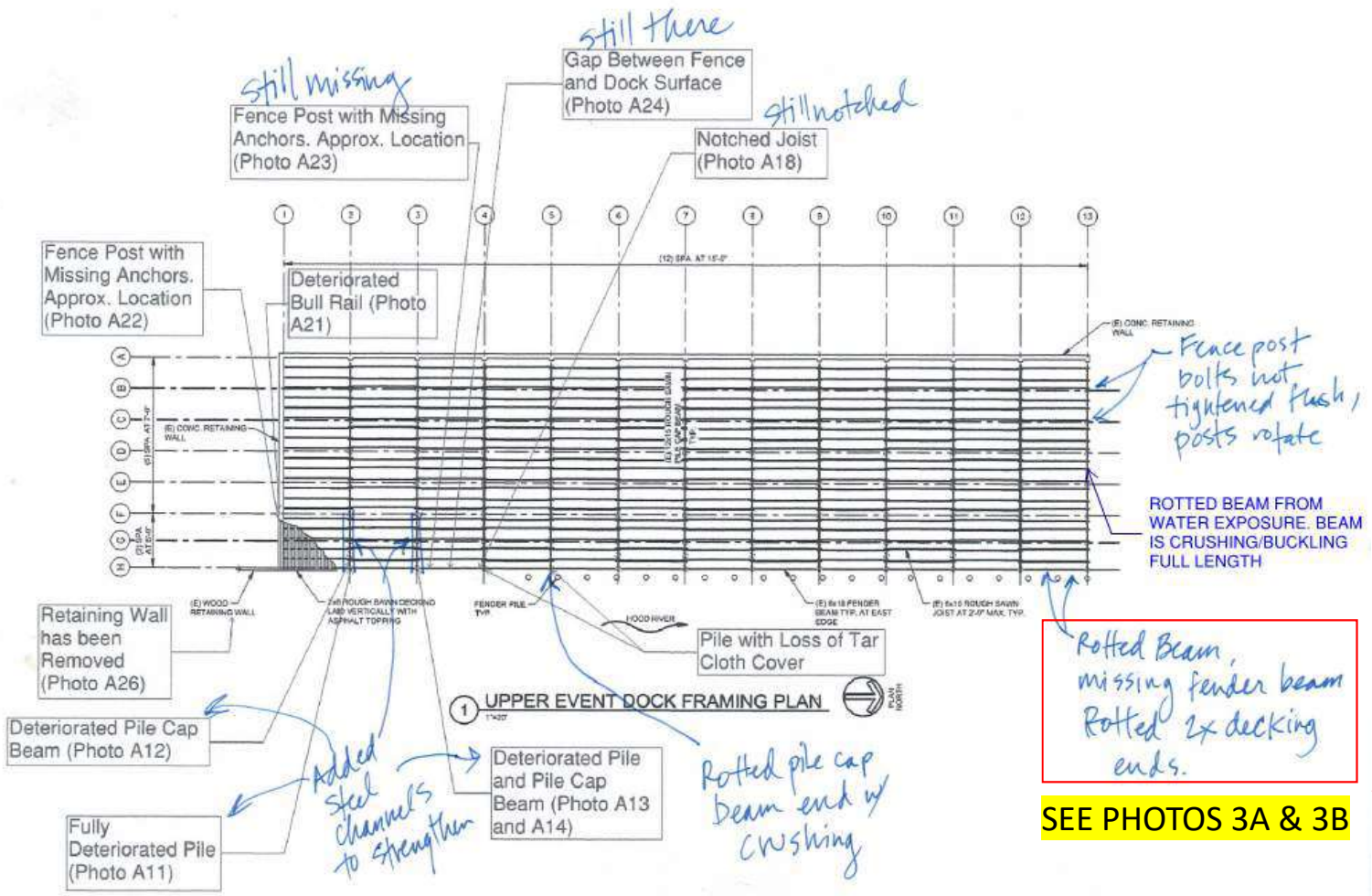
HIGH PRIORITY TO REPLACE BEAM

PHOTO 2



ROTTED BEAM BELOW—
EXPOSED TO WATER

WATERPROOF ALONG THIS EDGE



Rotated Beam, missing fender beam, Rotted 2x decking ends.

SEE PHOTOS 3A & 3B

MEDIUM-HIGH PRIORITY TO REMOVE BEAM AND ROTTED 2x DECKING

Figure 1: Upper Event Dock - Noted Condition Locations



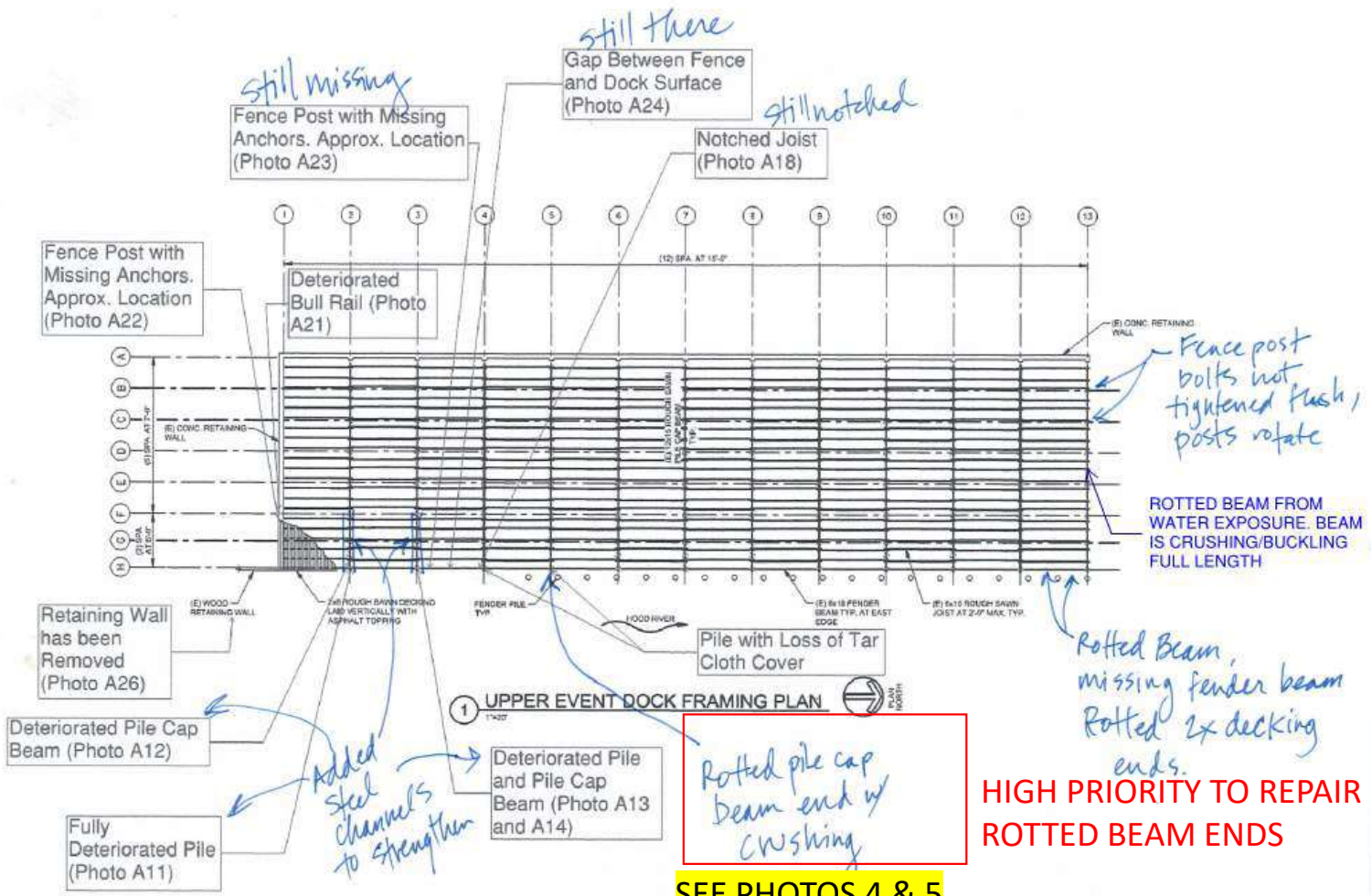
PHOTO 3A

ROTTED BEAM AND 2x
DECKING

MEDIUM-HIGH PRIORITY
TO REMOVE BEAM AND
ROTTED 2x DECKING



PHOTO 3B



HIGH PRIORITY TO REPAIR ROTTED BEAM ENDS

SEE PHOTOS 4 & 5

Figure 1: Upper Event Dock - Noted Condition Locations

PHOTO 4



ROTTED BEAM END
CRUSHING

HIGH PRIORITY TO REPAIR
ROTTED BEAM ENDS

PHOTO 5

ROTTED BEAM END
CRUSHING

HIGH PRIORITY TO REPAIR
ROTTED BEAM ENDS



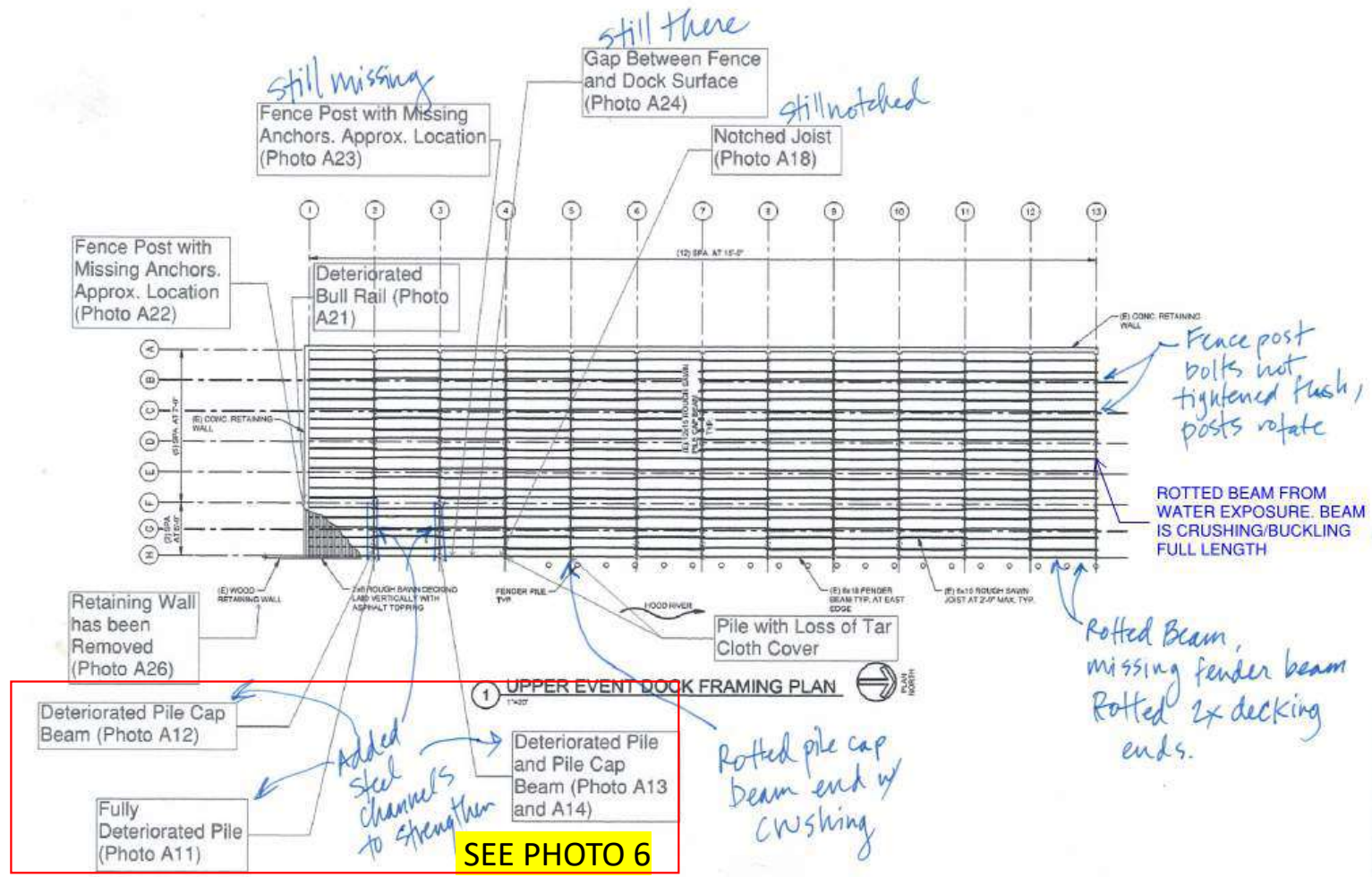


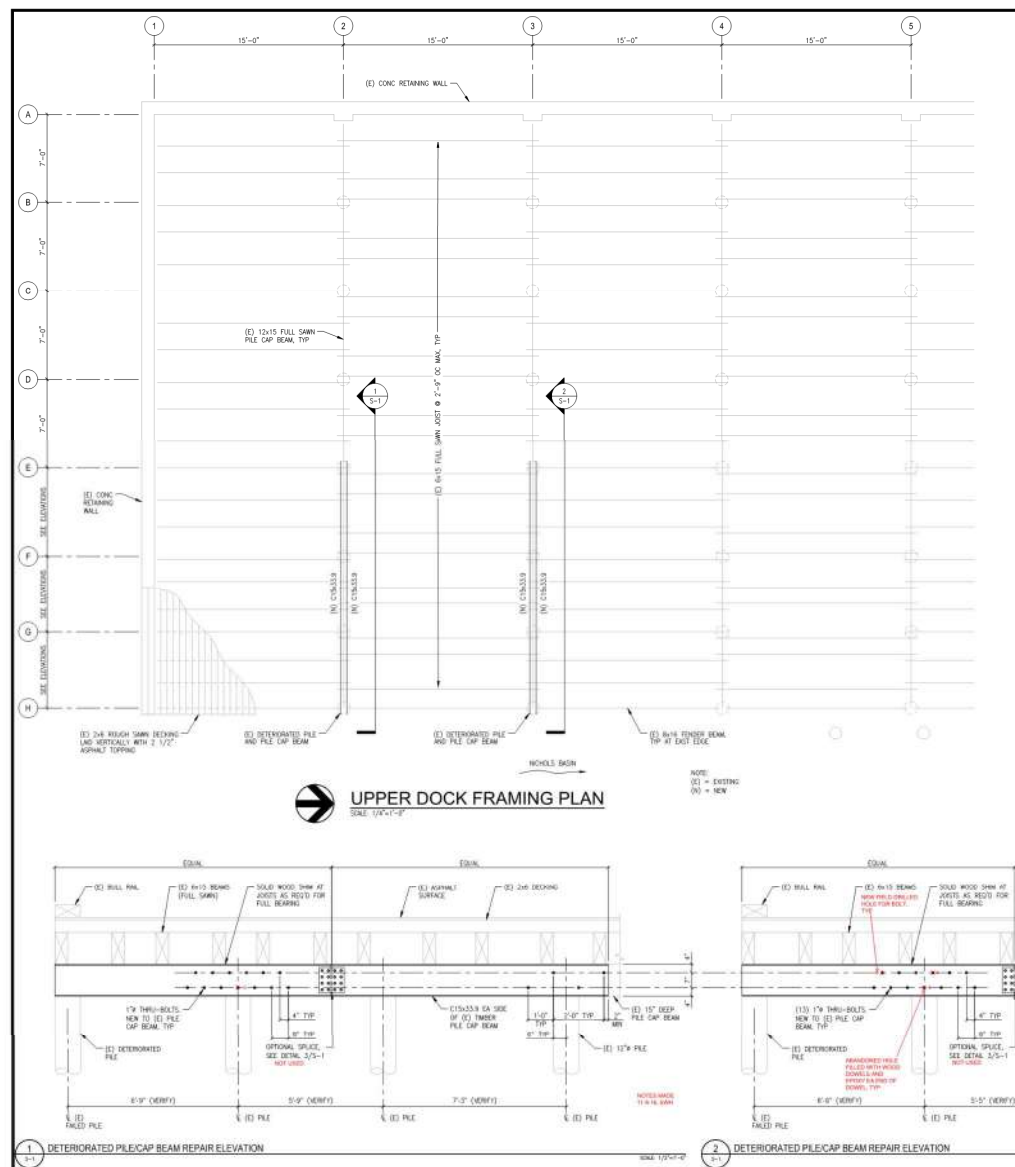
Figure 1: Upper Event Dock - Noted Condition Locations

PHOTO 6



STEEL CHANNEL ADDED IN 2016 TO MITIGATE ROTTED BEAM ENDS AND PILES THAT WEREN'T SUPPORTING THE BEAM

2016 DOCK REPAIR DRAWING



GENERAL STRUCTURAL NOTES

- GENERAL:** THE STRUCTURAL CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE STRUCTURE IS DESIGNED TO BE A SHAKE UNIT AS A COMPLETED WHOLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DESIGN, ERECT AND INSPECT TEMPORARY SHORES, BRACES, ETC. TO SUPPORT THE STRUCTURE AGAINST ALL ANTICIPATED LOADS INCLUDING GRAVITY, WIND AND LATERAL EARTH PRESSURE UNTIL ITS COMPLETION. OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THESE METHODS OF CONSTRUCTION. CONSTRUCTION MATERIAL SHALL BE PLACED ON FRAMED FLOORS AND ROOFS 1/2" THICK 2" X 10" JOIST (1/2" X 10" JOIST NOT FLOORING). THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION. RESOLVE ANY DISCREPANCY WITH THE ENGINEER. WORKMANSHIP AND MATERIALS SHALL COMPLY WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND TESTING STANDARDS. NOTES AND DETAILS ON THE DRAWINGS TAKE PRECEDENCE OVER THE GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS. WHERE NO SPECIFIC DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT. "TYPICAL" DETAILS ARE NOT FLAGGED ON THE DRAWINGS, BUT APPLY UNLESS NOTED OTHERWISE.
- COORDINATION:** ALL DRAWINGS ARE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE DRAWINGS AND SPECIFICATIONS AMONG THE SUBCONTRACTORS PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES THAT ARE FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO START OF CONSTRUCTION. ANY WORK PERFORMED IN CONFLICT WITH THE CONTRACT DOCUMENTS OR ANY CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE AND AT NO EXPENSE TO THE OWNER OR ENGINEER. COORDINATION SHALL INCLUDE, BUT NOT BE LIMITED TO, VERIFYING THE LOCATION AND HEIGHT OF ALL MECHANICAL AND ELECTRICAL EQUIPMENT AS WELL AS THE SIZE AND LOCATION OF ALL MECHANICAL OPENINGS IN ROOFS, FLOORS AND WALLS. UNLESS OTHERWISE NOTED ON THE DRAWINGS, DO NOT PENETRATE ANY STRUCTURAL ELEMENTS SUCH AS BEAMS, COLUMNS, WALLS, SLABS, ETC. WITHOUT PRIOR WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.
- SHOP DRAWINGS:** THE CONTRACTOR SHALL REVIEW AND APPROVE ALL SHOP DRAWINGS PRIOR TO ENGINEERING REVIEW. SUBMISSIONS FOR ENGINEERING REVIEW SHALL INCLUDE 4 REPRODUCTION AND ONE COPY. REPRODUCTION WILL BE MARKED AND RETURNED.
- SPECIAL INSTRUCTIONS:** THE OWNER WILL EMPLOY AN AISC-CERTIFIED SPECIAL INSPECTOR TO PROVIDE INSPECTION OF THE FOLLOWING (TRAP PER RC CHAPTER 17 AND THE REQUIREMENTS OF THE APPROPRIATE LOCAL JURISDICTION):
 STEEL: PER AISC TABLE 1703.2.2 AND AISC CHAPTER 9
 WELDING: PER AISC TABLE 10.4 AND IN COMPLIANCE WITH AWS D1.1
 HIGH STRENGTH BOLTING: PER AISC TABLE 10.5
 STEEL DETAILS: PER AISC CHAPTER 11
- CODE:** 2014 EDITION OF THE OREGON STRUCTURAL SPECIFICATIONS CODE.

- RESOLUTION:**
 - DOCK DEAD LOAD ----- 57 PSF
 - DOCK LIVE LOAD ----- 105 PSF
 - VEHICLE LIVE LOAD ----- A100 LIVE WEIGHT WITH AXLES AT 10'-0" (SEE KPRT REPORT DATED MARCH 3, 2015 FOR DOCK LOAD RATING EVALUATION)
- STRUCTURAL STEEL:**
 - ROLLED SHAPES OTHER THAN WIDE-FLANGE SHAPES, ALL SHAPES, BARS AND BOLTS ----- ASTM A58, Fy = 50 KSI
 - BOLTS ----- ASTM A307
 - WELDED THREADED STUDS ----- ASTM A108, Fy = 45 KSI
 FABRICATION AND ERECTION: LATEST AISC AND AWS CODES APPLY. FABRICATE AND ERECT IN ACCORDANCE WITH LATEST EDITION OF AISC "SPECIFICATION FOR DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS". SPACING OF STRUCTURAL MEMBERS IS NOT PERMITTED UNLESS NOTED ON THE DRAWINGS. ALL BEAMS SHALL BE ERECTED WITH THE NATURAL CORNER UPWARDS.
- WELDING:** ALL WELDING SHALL BE BY CERTIFIED WELDERS HAVING CURRENT EXPERIENCE IN TYPE OF WELD SHOWN ON DRAWINGS OR NOTES. CERTIFICATES SHALL BE THOSE ISSUED BY AN ACCEPTED TESTING AGENCY. ALL WELDING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS D1.1 "STRUCTURAL WELDING CODE - STEEL" OR ALTERNATE AWS CODES AS APPLICABLE. ALL STRUCTURAL WELDING PROCESSES SHALL MEET THE 40 LOW HYDROGEN CRITERIA OF AWS D1.1 UNLESS OTHERWISE NOTED. USE TIG WELDING FOR EQUIVALENT WIRE. SHOP WELDS AND FIELD WELDS SHALL BE SHOWN ON SHOP DRAWINGS. ALL COMPLETE PENETRATION WELDS SHALL BE TESTED AND CERTIFIED BY AN INDEPENDENT TESTING AGENCY. ALL DEFORMED BAR ANCHORS, HOOKED STUDS AND THREADED STUDS SHALL BE END WELDED PER MANUFACTURER'S RECOMMENDATIONS.
- BOLTS:** ALL BOLTS, ANCHOR BOLTS, EXPANSION BOLTS, ETC., SHALL BE INSTALLED WITH STEEL WASHERS. TYPE N BOLTS PER LATEST EDITION OF AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASME A193 OR A194 BOLTS" AND MAY BE TIGHTENED TO THE SNUG-TIGHT CONDITION AS DEFINED BY AISC UNLESS NOTED OTHERWISE.
- GALVANIZING:** ALL STEEL TO BE HOT-DIPPED GALVANIZED PER ASTM A153. TOUCH UP WELDS AND UNLOCATED STEEL WITH GALVANIZING REPAIR PAINT PER ASTM A250.

OPTIONAL BEAM SPURCE DETAIL
SCALE: 1/4"=1'-0"

SITE LOCATION PLAN

REVISIONS		
NO.	DATE	DESCRIPTION

18 N. First Street, Suite 300
Salem, Oregon 97301
Tel: 503.726.2999
Fax: 503.726.2999

EVENT SITE DOCK REPAIR
PORT OF HOOD RIVER, OR

GENERAL STRUCTURAL NOTES,
DOCK FRAMING PLAN, AND
REPAIR ELEVATIONS

PROJECT NO: 151271 DATE: 05/16/16 REVISION: 3
 DESIGNED BY: SWL CHECKED BY: SWL DRAWING NO: S-1
 DRAWN BY: JES REVISION BY: SWL

EDWARD DATE: 12/27/2016

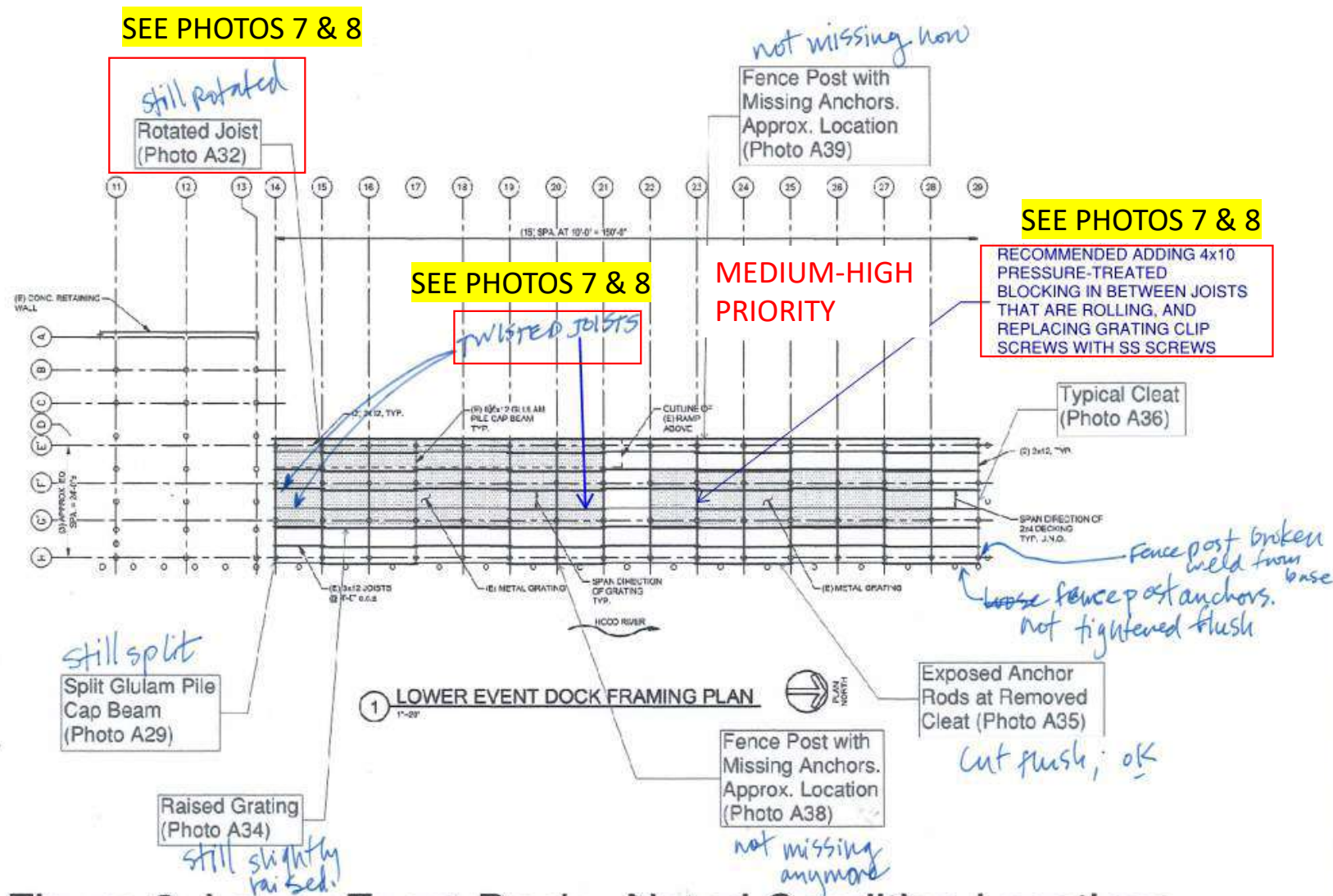


Figure 2: Lower Event Dock - Noted Condition Locations



PHOTO 7

TWISTED JOIST, NEED
BLOCKING BETWEEN THEM
TO PREVENT ROLLING

MEDIUM-HIGH PRIORITY



PHOTO 8

INSTALL STAINLESS STEEL SCREWS AT GRATING CLIPS

PRIORITY MEDIUM

TWISTED JOIST, NEED BLOCKING BETWEEN THEM TO PREVENT ROLLING

MEDIUM-HIGH PRIORITY

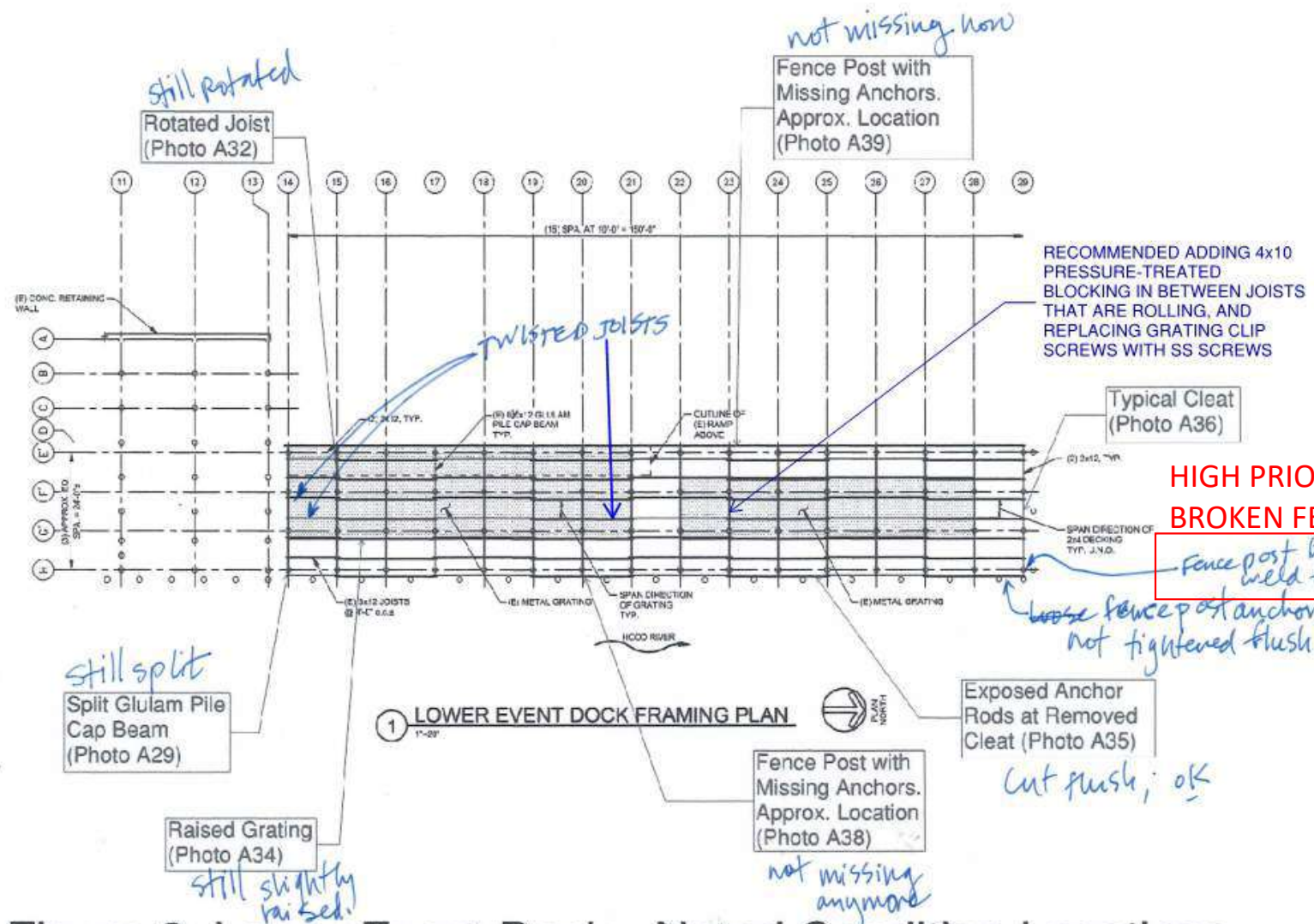


Figure 2: Lower Event Dock - Noted Condition Locations



HIGH PRIORITY

**BROKEN WELD AT BASE OF
FENCE POST**

PHOTO 9

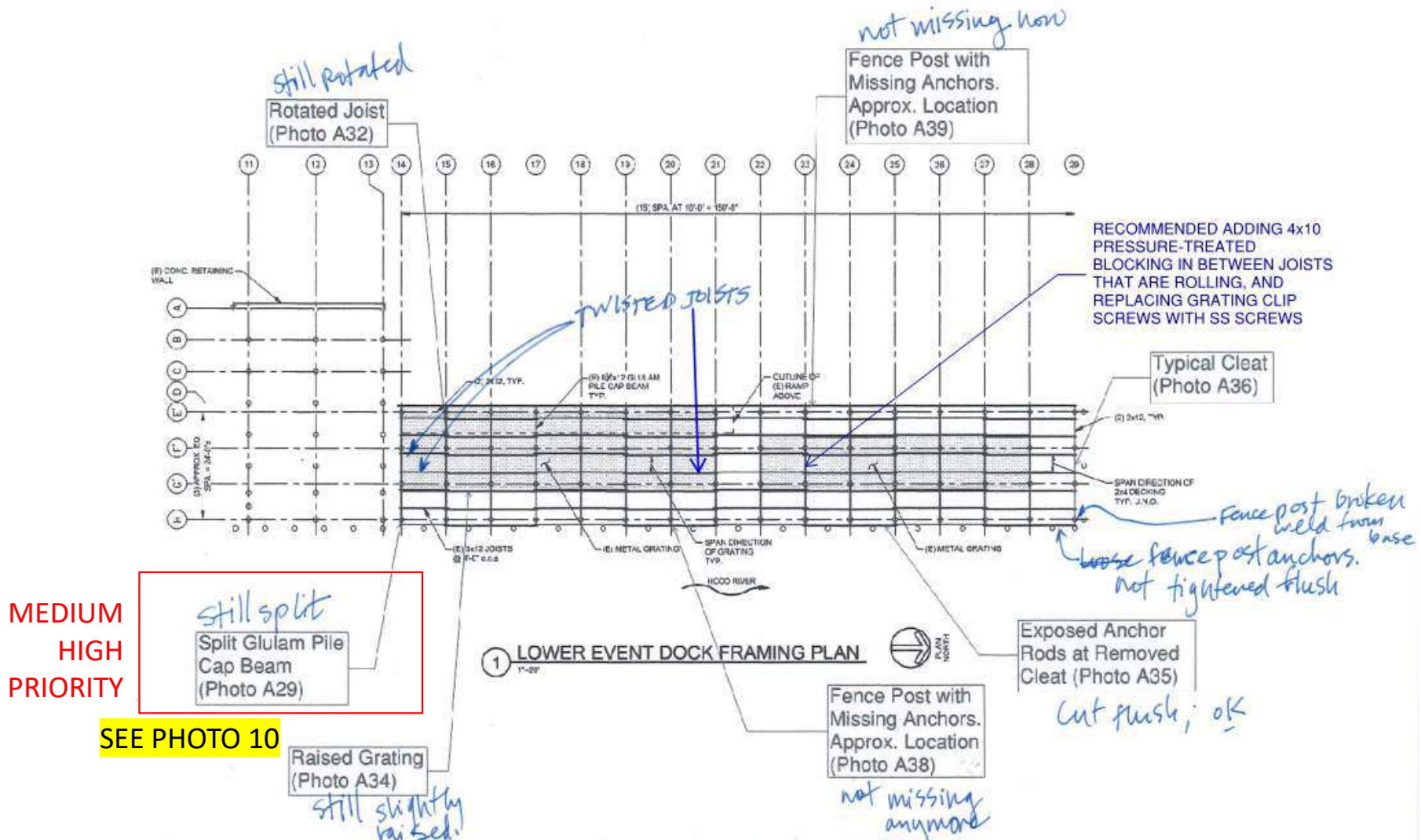


Figure 2: Lower Event Dock - Noted Condition Locations

PHOTO 10

SPLIT IN END OF BEAM

MEDIUM-HIGH PRIORITY
TO REPAIR SPLIT BEAM



This page intentionally left blank.

Commission Memo



Prepared by: Genevieve Scholl
Date: December 17, 2019
Re: Strategic Business Plan Public Input Survey

At the direction of the Commission, staff is working with Anne Pressentin and her colleagues at EnviroIssues to develop and deploy a survey designed to gather public input on various key topics for the 2010-2026 Strategic Business Plan (SBP) update. Ms. Pressentin will present a first draft of the proposed survey questions for Commission discussion.

Staff anticipates the survey to be deployed with the following timeline:

Dec. 17 –Commission review of survey draft and discussion of delivery methods.

January 14 – Final survey ready for Beta testing, Commission review for final approval.

January 21 – Online version of the survey deployed. News release and social media promotion launches.

January 25 – Paper version of the survey included in Port Annual Report/Newsletter, bulk mailed to every address in the district, inserted into the White Salmon Enterprise.

January 30 or February 6 – SBP Open House, facilitated by Anne Pressentin, paper surveys available and public comment sought/recorded.

February 18 – Survey Closes.

March 10 or 24 – Anne presents survey findings report to the Commission.

RECOMMENDATION: Discussion

This page intentionally left blank.

Commission Memo



Prepared by: Michael McElwee
 Date: December 17, 2019
 Re: 2019 Waterfront Parking Report

The Waterfront Parking Plan (“Plan”) was implemented starting in late June 2018 as part of a multi-pronged approach to reduce the annual operating deficit of the Port’s waterfront recreational properties. This was the first year that the parking plan was fully operational for an entire summer season, by far the heaviest period of waterfront use to date.

Staff has assessed the Plan’s performance after this first full year of operations and identified areas where changes can be made to improve effectiveness. This memorandum is intended to provide the Commission with a brief summary and key changes that staff recommends for 2020.

Financial Performance

A general summary of the Plan operations during calendar year 2020 is summarized in Attachment A. Attachment B provides details about violation types.

Highlights

Positive

- Public awareness and understanding of the Plan was significantly higher.
- Revenue generation was much improved, primarily due to through-year operations.
- Staff was much better at enforcement due to accumulated experience from Year 1.
- Overnight parking on Port streets were much reduced; primarily attributable to overnight enforcement. Overnight parking did increase significantly on City streets.
- The City’s ad hoc Waterfront Parking advisory group continues to be a forum to discuss parking issues among private, City, and Port stakeholders.

Challenges

- Complaints about inadequate signage were common.
- The most common request for complaint dismissal was when customers purchased a season pass but failed to display it. Such tickets were universally dismissed for this year.
- Customer confusion about the rules of use in Zone 6 (W. Portway) were common, largely the result of inadequate signage.
- Major waterfront events were generally accompanied by participant confusion regarding paid parking enforcement and the use of event passes and meant much greater use of private parking lots by event participants and spectators.
- The re-implementation of a free, winter shuttle system at the Event Site is not consistent with paid parking.

Changes Recommended for 2020

A wide number of Port employees have a role in various aspects of Plan implementation. Staff met several times this fall to review the performance of the Plan and identified the following key recommendations for continued improvement:

1. Improve visibility of signage in all zones.
2. Change “No Overnight Parking” signs to “No Parking 11PM–6AM”.
3. Inventory and send all needed programming changes.
4. No free parking for special events.
5. Event Site parking passes:
 - a. Recognize for the full calendar year.
 - b. Begin on-line sales with pre-season pass rates in December (now live).
 - c. Utilize a different type of pass that adheres to the inside windshield (static decal versus hang tag).
6. Keep Lot 1 open all week during the summer season.
7. Zone 6:
 - a. Install more “pay to park” and “No Passenger Vehicles on Weekdays, No Passenger Vehicles after 11PM”
 - b. Paint the curb green
 - c. Reprogram the kiosk to not accept passenger vehicle payment on weekdays, and to display “No Passenger Vehicles on weekdays” message.

The “Schedule of Rates & Charges” for 2020 is Attachment C. Staff does not recommend any substantial changes.

RECOMMENDATION: Discussion.

Port of Hood River

Waterfront Parking Plan Operations Summary
 January 1, 2019 - September 30, 2019

		Parking Revenue		
REVENUE	QTY	Street Parking	Event Site Parking	Total
Miscellaneous Street Parking		\$ 3,800.00		\$ 3,800.00
Parking Fees	782	\$ 85,912.28		\$ 85,912.28
Parking Fines	198	\$ 7,914.05		\$ 7,914.05
Miscellaneous Event Site			\$ 396.25	\$ 396.25
Events			\$ 1,500.00	\$ 1,500.00
Season Passes	961		\$ 105,237.00	\$ 105,237.00
Daily Passes	6312		\$ 56,355.00	\$ 56,355.00
Concessions			\$ 27,786.05	\$ 27,786.05
Total Waterfront Parking Revenue		\$ 97,626.33	\$ 191,274.30	\$ 288,900.63

		Parking Expenses		
EXPENSES		Street Parking	Event Site Parking	Total
Labor + Benefits		\$ 21,882.42	\$ 79,330.56	\$ 101,212.98
Utilities		\$ -	\$ 13,361.78	\$ 13,361.78
IT/Security		\$ 1,750.00	\$ 2,469.10	\$ 4,219.10
Insurance		\$ 640.44	\$ 2,242.53	\$ 2,882.97
Materials & Supplies		\$ 1,499.84	\$ 9,613.93	\$ 11,113.77
Maintenance		\$ -	\$ 22,180.13	\$ 22,180.13
Professional Services		\$ -	\$ 5,359.00	\$ 5,359.00
	<i>Cale America Inc.</i>	\$ 8,363.53	\$ -	\$ 8,363.53
	<i>Duncan Solutions</i>	\$ 24,354.17	\$ -	\$ 24,354.17
				\$ -
Total Waterfront Parking Expenses		\$ 58,490.40	\$ 134,557.03	\$ 193,047.43

Net Revenue		\$ 39,135.93	\$ 56,717.27	\$ 95,853.20
--------------------	--	---------------------	---------------------	---------------------

This page intentionally left blank.

Violation Summary by Area Report

Data Type: Parking
 Issue dates of 01/01/2019 through 12/12/2019
 Creation Date/Time: 12/12/2019 11:17:26 AM

Port of Hood River

Agency: All

Agency: PARKING ENFORCEMENT
 Beat:
 District:

% of All Valid: 100.00%
 % of All Voids: 100.00%
 % of All Fines: 100.00%

Violation:	Vio Description:	Fine Amount:	Late Fee Amount:	Valid Count:	% of Area Valid:	Area Fines:	% of Area Fines:	Void Count:	% of Area Voids:
PORT ORD 24-	007 CAR/VAN OVERNIGHT	\$40.00	\$40.00	49	4.40%	\$1,960.00	8.82%	0	0.00%
PORT ORD 24-	CAR/VAN OVERNIGHT PARKING	\$0.00	\$0.00	1	0.09%	\$0.00	0.00%	0	0.00%
PORT ORD 24-	CAR/VAN OVERNIGHT PARKING	\$40.00	\$40.00	54	4.85%	\$2,160.00	9.72%	0	0.00%
PORT ORD 24-	NON-PAYMENT (EACH OCCUPIED)	\$18.00	\$18.00	818	73.43%	\$14,742.00	66.34%	1	100.00%
PORT ORD 24-	OVERTIME PARKING	\$10.00	\$10.00	72	6.46%	\$720.00	3.24%	0	0.00%
PORT ORD 24-	PARKING IN UNAUTHORIZED	\$20.00	\$20.00	102	9.16%	\$2,040.00	9.18%	0	0.00%
PORT ORD 24-	TRUCK OVERNIGHT NO-PAY	\$40.00	\$40.00	15	1.35%	\$600.00	2.70%	0	0.00%
		\$0.00	\$0.00	3	0.27%	\$0.00	0.00%	0	0.00%
Area Totals:						\$22,222.00		1114	1

B

Grand Total for PARKING ENFORCEMENT						\$22,222.00		1114	1
Report Totals:						\$22,222.00		1114	1

This page intentionally left blank.

Port of Hood River Waterfront Parking Plan YEAR 3 - 2020 Schedule of Rates Charges

December 17, 2019

EVENT SITE PASSES

- Daily	\$	8
- Daily Oversize	\$	15
- Annual Pre-Season	\$	100
- Annual Regular Pass	\$	125
- Annual Preseason Oversize	\$	140
- Annual Oversize Pass	\$	200

Notes: Passes valid in the Event Site, West Jensen Lot and Lot One
 Passes must be displayed in the front window at all times when parked in designated lots
 Pre-season passes may be purchased online only **December 15, 2019 - May 22, 2020**
 Lost passes will NOT be replaced or refunded (unless customer signs an affidavit)

RATES

	Passenger Cars		Commercial Trucks	
	April 1 - Sept. 30	Oct. 1 - March 31	April 1 - Sept. 30	Oct. 1 - March 31
Zone 0001: Nichols Basin	\$1.75/hr.	\$1.00/hr.	Prohibited	Prohibited
<small>Meter ID: 1.1 (not yet installed)</small>	<small>Max. 3 Hr. Stay</small>	<small>No Max. Stay</small>		
Zone 0002: N. 1st St./E. Portway Ave.	\$1.75/hr.	\$1.00/hr.	Prohibited	Prohibited
<small>Meter ID: SE=2.1, E=2.2, NE=2.3, NW=2.4, SW=2.5, Portway E=3.1, W=3.2</small>	<small>Max. 4 Hr. Stay</small>	<small>No Max. Stay</small>		
Zone 0004: Event Site	\$1.75/hr.	\$1.00/hr.	Prohibited	Prohibited
<small>Meter ID: E=4.1, W=4.2</small>	<small>When Booth Closed</small>	<small>5-Hr. Max. Charge</small>		
Zone 0005: West Jensen	\$1.75/hr.	\$1.00/hr.	Prohibited	Prohibited
<small>Meter ID: 5.2</small>	<small>Max. 8 Hr. Charge</small>	<small>Max. 8 Hr. Charge</small>		
Zone 0006: West Portway Ave.	\$1.75/Hr.	\$1.00/hr.	\$20/Stop	\$20/Stop
<small>Meter ID: 6.1</small>	<small>Weekends Only</small>	<small>Weekends Only</small>	<small>24-hr. Period</small>	<small>24-hr. Period</small>

Notes: Payment for parking required **9:00 a.m. to 8:00 p.m.**
 Overnight Parking for Trucks is allowed in Zone 6 only.
 Overnight is vehicle parked between 11:00 p.m. and 6:00 a.m.
 On July 4th street parking will be free with no max. hours.

Parking Complaint & Late Payment Charges

	Charge	Additional Charge (added each stated period)			
		30+ Days	60+ Days	90+ Days	Collections
Overtime Parking	\$10	\$10	\$10	\$20	
Non-Payment (Each Occupied Space)	\$18	\$18	\$18	\$20	"
Parking in Unauthorized Space	\$20	\$20	\$20	\$30	"
Car/Van Overnight Parking	\$40	\$40	\$40	\$40	"
Truck Overtime Parking (Zone 6)	\$20	\$20	\$20	\$40	"
Truck No-Pay (Zone 6)	\$40	\$40	\$40	\$80	"

H/C Ramp, Fire Lane, etc. *Contact City Police*

Notes: Overnight Parking for passenger vehicles not allowed in any zone
 Trucks are defined as commercial tractor and/or trailer
 Unauthorized parking is: Zone 5 tenant spaces, passenger cars/trucks in Zone 6 weekdays,
 & commercial truck parking all other zones

This page intentionally left blank.

Commission Memo

Prepared by: Michael McElwee
Date: December 17, 2019
Re: Lot 1 Phasing



Staff has worked with Lot 1 planning consultant Walker|Macy to evaluate alternative approaches for phased implementation of road and utility infrastructure to prepare Lot 1 for development. At the meeting, staff will describe two primary concepts along with associated cost estimates.

RECOMMENDATION: Discussion.

This page intentionally left blank.



Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report
December 17, 2019

The following summarizes Bridge Replacement Project activities from Nov. 15-Dec. 12, 2019.

FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS) PROGRESS

CULTURAL RESOURCES / SECTION 106 UPDATE

The Cultural Resources effort has been delayed over the course of the last month, for a number of reasons. WSP has summarized the reasons for the delay and the measures for recovery in a memo and change log.

Most are related to delays in ODOT staff reviewing documents and providing comment, a sub-consultant not able to provide materials in a timely fashion or be available for team meetings, extended reviews in contract negotiations with the tribal agencies, and slow response from tribal entities. In addition, the proposed pathway of the EC-2 alternative over the Bureau of Indian Affairs (BIA) parcel has required legal consultation with both the Columbia River Intertribal Fish Commission (CRITFC) and Federal Hwy. Administration (FHWA) legal counsel to assess the impacts of fishing rights on the BIA property. Before approaching the tribes for cooperation on the BIA application, there is consensus by ODOT, FHWA and WSP that the Project Team have a full understanding of the legal limitations/rights of the underwater portion of the property. This was an unforeseen complication that will add time to the schedule. At this point, the scheduled receipt of the FEIS/ROD has been pushed back to May 2021.

The following is a summary of the tribal-related activities:

Archaeological Survey – Awaiting ODOT comments to determine if more detailed work is required on identified resources. Upon completion of additional fieldwork, a mitigation plan will be drafted and shared with tribal entities for feedback.

Ethnographic Survey – Upon execution of service contracts, tribes will have until April to produce the survey work. Preliminary findings of the survey will be included in the Cultural Resources (Sec. 106) Report.

BIA Easement – CRITFC and FHWA legal review of fishing rights related to the preferred alternative (EC-2) crossing the corner of the BIA parcel. ODOT would like to have a good understanding of the law on this matter before meeting with the tribal entities to review all three of these activities.

BIOLOGICAL ASSESSMENT (BA) UPDATE

After a brief delay in getting the right people to the table, the key decision makers will be working through “in-water work” periods, storm water treatment, and protecting the environment from construction activities. Three pre-scheduled meetings over the next two months will get those details finalized. This refined approach will add meetings to ensure that face-to-face discussions can cover emerging issues as WSP produces the second Draft BA. The goal is to have a reduced review period of the documents with fewer edits after having more robust work sessions to prepare the draft.

BUDGET IMPLICATION OF SCHEDULE DELAYS

The Port’s contract with WSP extends through the end of January 2021. If delays push the project past that date, the Commission should be prepared for additional costs. Though some of the tasks may not change, there is an assumption that the project management costs would continue. The monthly project management costs of the Port and WSP average about \$35,000 a month. The \$3.1-million contract with WSP is for 30 months of work ending January 2021. The next Cost to Complete analysis is not anticipated until mid-2020, but due to the delays in the Cultural Resources Report, the Port should be aware of these impacts.

OTHER ITEMS

- Introductory meeting of local governments to discuss Post-NEPA activity convened Wed., Dec. 11th and went well; the group would like to meet again in January.
- Commissioner Chapman and Project Director will attend the Pacific NW Waterways Association Mission to DC March 1-5. Meetings will be coordinated with Port lobbyist Hal Heimstra and his team at Summit Strategies.
- Project Team is planning the next EIS Working Group Meeting for February. White Salmon Mayor-elect Marla Keethler will replace long-time serving Mayor David Poucher on the EISWG.
- Project contact at USACE will be leaving at end of January. Project team will be presenting to a number of Army Corps representatives to provide some continuity during transition.
- Brad Boswell will be reaching out to Washington legislative and WSDOT staff to find out level of detail required for a 2021 legislative ask. It is likely for any legislative ask in the next long session, NEPA will need to be near-complete and 15% engineering should be underway. Mott McDonald and WSP have indicated that to complete 15% engineering would take at least 12 months of work and cost \$5M.
- January 2020 Update is attached.
- Transportation Task in Complete.
- Mrs. Doring’s sixth grade leadership class chose to use the bike/ped path on the new bridge as their community development project. Competition is underway and I look forward to cheering them on!

MEETING/OUTREACH SCHEDULE

- Biological Assessment (BA) Technical Work Session #1, Dec. 17
- Cultural Resources Monthly Meeting, Dec. 20
- Joint State Legislative I-5 Replacement Committee, Dec. 20
- NEPA Coordination Meeting, Dec. 26
- BA Technical Work Session #2, Jan. 7
- NEPA Coordination Meeting, Jan. 9
- BA Technical Work Session #3, Jan. 21
- NEPA Coordination Meeting, Jan. 23
- NEPA Cultural Resources Meeting, Jan. 24
- Project Status Meeting, Jan. 24

This page intentionally left blank.



MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Angela Findley, WSP
SUBJECT: Projected Work through January 15, 2020
DATE: December 10, 2019

The following work is projected to occur from December 15, 2019, to January 15, 2020:

TASK 1. PROJECT MANAGEMENT

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

TASK 2. PUBLIC INVOLVEMENT

- Provide support to the Port, as needed

TASK 5. ENVIRONMENTAL

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, cultural resources, tribal coordination and all other facets of NEPA compliance
- Begin preparing draft biological assessment (BA) to incorporate FHWA and ODOT comments and guidance; participate in multi-agency work sessions to determine the Project's in-water work window(s), conservation measures to apply to construction activities, and stormwater treatment assumptions
- Complete the analysis of the archaeological fieldwork and coordinate with ODOT on any follow up fieldwork requested; revise and submit a revised draft historic properties inventory summary to ODOT and the Port; finalize the Determination of Eligibility (DOE) for the bridge to address ODOT review comments; and prepare the draft cultural resources report
- Put a hold on advancing the Administrative Draft #2 Supplemental Draft EIS until the cultural resources, biological assessment and tribal coordination efforts are further advanced.



TASK 6. ENGINEERING

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

TASK 7. TRANSPORTATION (TASK COMPLETE)

TASK 8. PERMIT ASSISTANCE

- Confirm with USCG that the preliminary navigation determination is received
- Coordinate with the US Army Corps of Engineers (only remaining agency) that is still reviewing permit application for the in-water work associated with geotechnical exploration; address requests for information as needed.



MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River

FROM: Angela Findley, WSP

SUBJECT: Explanation for Substantial Changes to the Project Schedule

DATE: December 10, 2019

Substantial changes were incorporated into the schedule this month. The production of the environmental and transportation technical reports has been completed and overlapped with preparing the first and second administrative drafts of the Supplemental Draft EIS (SDEIS) to expedite the schedule. However, several compliance documents have not progressed as quickly as anticipated.

The overall impact currently forecasted is a 2.5-month delay in publishing the SDEIS (August 2020 compared to June 2020 in last month's schedule). There are four compliance and consultation processes that have led to this delay:

- **Section 106 of the National Historic Preservation Act**, which regulates how historic properties, archaeological resources, and traditional cultural properties are evaluated and impacts are addressed. The schedule for several subtasks under Section 106 have been re-sequenced to support the stepwise approach that ODOT prefers. Although there is an overall 2-week delay in completing all the Section 106 activities, more activities need to be completed prior to the SDEIS #2 draft is prepared. This “front-loading” contributes to the SDEIS delay.
- **Section 4(f) of the US Department of Transportation Act**, which regulates how the impacts to historic properties, parks and outdoor recreation areas, and national wildlife/waterfowl refuges are affected by transportation projects. The Section 4(f) Evaluation for the project was also re-sequenced to coincide with the historic properties analysis, particularly the formal documents that are prepared (Determinations of Eligibility [DOEs] and Findings of Effect [FOEs]). The Section 4(f) Evaluation must be advanced to a complete draft and submitted concurrently with SDEIS draft #2, thereby delaying the SDEIS production.
- **Section 7 of the Endangered Species Act**, which regulates project impacts to threatened and endangered species. In November 2019, we were finally able to bring the FHWA biologist, ODOT biologist, and ODOT-liaisons to the National Marine Fisheries Service together (we have been requesting this for the past 6 months). Four work sessions are now scheduled over December 2019 and January 2020 with this group to reach agreement on the assumptions that guide the impact analysis in the biological assessment. FHWA and ODOT would like this information also carried into the SDEIS draft #2, which in turn also contributes to delaying the SDEIS production.



- **Tribal Consultation** – A productive meeting with the US Bureau of Indian Affairs was held in late November 2019, which resulted in additional guidance for consulting with the Native American tribes, particularly for the four tribes with treaty fishing rights on this stretch of the Columbia River. This meeting led the project team to realize additional meetings with the tribes were needed to thoroughly address potential impacts to the White Salmon Treaty Fishing Access Site and its users. Again, FHWA and ODOT requested that this information be obtained and added to the SDEIS draft #2 before its submitted for FHWA review.

The SDEIS production will be paused (Line 328 in the 12/10/2019 schedule) while the project team focuses on advancing each of the activities noted above. We will run as many subtasks in parallel and be as proactive as possible to advance the project.

Due to an expected 2.5-month delay to the SDEIS publication, there is a cascading effect to the FEIS/ROD deliverable as well. We remain optimistic that opportunity still exists to compress the FEIS/ROD schedule if the SDEIS is robust and satisfactorily addresses other federal, state and local agencies' and tribes' issues.

Line-by-line schedule impacts are provided in the attached Schedule Change Log.

Hood River Bridge Replacement Project - Schedule Change Log

Updated 12/10/2019

Prior Schedule		Current Schedule			Explanation of Change	Impact to Schedule	Recovery Action	Delay to Any Critical Path Activities?					
Date	Line No.	Date	Line No.	Activity Name				3. ESA Consultation	4. Section 106 Coordination	5. SDEIS Publication Date	6. Confirm Navigation Clearance	7. FEIS Footprint Set Date	8. FEIS Publication Date
11/12/2019	187	12/10/2019	187	Group 3A Final Technical Report (Noise)	Extended time to coordinate changes to the noise model with ODOT	Added 4 weeks; no further delay expected as final ODOT approval was received 12/6/2019. Report to be finalized by 12/13/2019.	None. This task can be done in parallel with SDEIS administrative drafts.	No	No	No	No	No	No
	193		193	Group 3B (Social/EJ/Econ)	Extended time to correlate to the ODOT technical review of SDEIS Admin Draft #1B	Added 4 weeks; no further delays expected as ODOT technical review of the SDEIS was received 12/6/2019. Report to be finalized by 12/13/2019.	None. This task can be done in parallel with SDEIS administrative drafts.	No	No	No	No	No	No
	206-211		206-212	Section 4(f) Evaluation	Part of the larger schedule adjustment to resequence work flow of SDEIS, Section 106 and Section 4(f). Section 4(f) must follow completion of the Section 106 DOEs and FOEs (Lines 277-282).	Final Section 4(f) Evaluation is delayed nearly 3 months.	Partially recoverable due to resequencing; however, the SDEIS draft #2 will be delayed approximately 2.5 months in combination with other activities (i.e., tribal coordination, Section 106, biological assessment).	No	No	Yes (SDEIS publish date delayed 2.5 mos)	No	Yes (2.5 mos delay cascaded from SDEIS)	Yes (2.5 mos delay cascaded from SDEIS)
	212-224		213-227	ESA Section 7: Biological Assessment	Added 2 meetings for interagency coordination on specific technical assumptions. Next draft of BA will be submitted after all meetings have been completed and assumptions are agreed upon. NOAA/USFWS	No change in end date for completing ESA consultation. However, information from these meetings in Dec/Jan will contribute to delaying the SDEIS as FHWA and ODOT want more informaton added to the SDEIS draft #2.	The SDEIS draft #2 and subsequent drafts will be delayed approximately 2.5 months in combination with other activities (i.e., tribal coordination, Section 106, Section 4(f)).	No	No	Yes (SDEIS publish date delayed 2.5 mos)	No	Yes (2.5 mos delay cascaded from SDEIS)	Yes (2.5 mos delay cascaded from SDEIS)
	n/a		248-249	Meetings with Tribes	Part of the larger schedule adjustment to perform additional tribal coordination, particularly on the White Salmon Treaty Fishing Access Side. Added 2 new activities: 1) meeting with BIA; and 2) additional focused outreach with tribes requested by BIA.	Adds 2 months.	Consultation with the tribes will continue throughout the duration of the NEPA process. However, consulting with tribes in early 2020 to better understand potential impacts to the treaty fishing access site and its users is important information that ODOT and FHWA want included in the SDEIS #2. The SDEIS draft #2 and subsequent drafts will be delayed at least 2 months in combination with other activities (i.e., biological assessment, Section 106, Section 4(f)).	No	No	Yes (SDEIS publish date delayed 2.5 mos)	No	Yes (2.5 mos delay cascaded from SDEIS)	Yes (2.5 mos delay cascaded from SDEIS)
	246-250		251-257	Historic Properties	Added an ODOT review activity and final table deliverable.	Adds 4 weeks to complete this activity	This activity in combination with other Section 106 activities will contribute to a 2.5 mos delay of the SDEIS.	No	Yes (Sec 106 delayed 2 weeks)	Yes (SDEIS publish date delayed 2.5 mos)	No	Yes (2.5 mos delay cascaded from SDEIS)	Yes (2.5 mos delay cascaded from SDEIS)
	255		258-262	Archaeological Resources	Follow up field work (if needed) was rescheduled for January to provide ODOT time to review both WSP team's survey results and a third-party's separate survey results.	Delays the extra fieldwork 2 months, if needed.	No decision has been made to conduct additional work. This will be a topic on the Dec 20 subteam meeting. If no further work is needed, no recovery effort is applicable. If additional fieldwork is needed, further delays to the Section 106 process may occur.	No	No	No	No	No	No
	256-261		263-268	Cultural Resources Report	Part of the larger schedule adjustment to resequence work flow of SDEIS, Section 106 and Section 4(f). Cultural Resources Technical Report will follow	Delays completion of this report 1.5 months.	This schedule change does not affect the SDEIS or FEIS. However, this activity in combination with changes to other Section 106 tasks delays the Section 106 completion by 2 weeks.	No	Yes (Sec 106 delayed 2 weeks)	No	No	No	No
	266		273	Revised Draft Bridge DOE	Extra time needed to address ODOT review comments.	Adds 1 week	No recovery needed as this activity is completed ahead of the other resource DOEs, which are the activities that contribute to the SDEIS draft #2 delay.	No	No	No	No	No	No
	270-275		277-282	Other Resource DOEs & FOEs	Part of the larger schedule adjustment to resequence work flow of SDEIS, Section 106 and Section 4(f). Work on other resource DOEs and FOEs is advanced to precede completion of	Advances this activity 2 months earlier.	This activity contributes to the SDEIS draft #2 delay, which is why it was advanced 2 months to reduce the overall SDEIS delay.	No	Yes (Sec 106 delayed 2 weeks)	Yes (SDEIS publish date delayed 2.5 mos)	No	Yes (2.5 mos delay cascaded from SDEIS)	Yes (2.5 mos delay cascaded from SDEIS)
	319		326	SDEIS #1B	ODOT needed 4 extra days to complete its technical review	Adds 1 week	No recovery needed as the SDEIS #2 production is paused.	No	No	No	No	No	No
	321		328-329	SDEIS #2	Part of the larger schedule adjustment to resequence work flow of SDEIS, Section 106 and Section 4(f). Preparation of SDEIS #2 is being put on hold while team focuses on advancing the biological assessment	Delays this draft and all subsequent drafts by 2.5 months.	No likely recovery for the SDEIS completion.	No	No	Yes (SDEIS publish date delayed 2.5 mos)	No	Yes (2.5 mos delay cascaded from SDEIS)	Yes (2.5 mos delay cascaded from SDEIS)
	411		419	Architectural Concepts	FHWA had no additional comments, thus, revised draft serves as the final deliverable.	Completes this activity 2 weeks early.	N/A	No	No	No	No	No	No

Note: The following critical path items have been completed and removed from the log.
 Critical Path #1. Invitation Letters
 Critical Path #2. Agency/Tribe Review Method Memo

page intentionally blank.



EIS UPDATE

BRIDGE REPLACEMENT PROJECT

JANUARY 2020

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

What's new on the project?

- Expecting the Preliminary Navigation Determination to be issued by the US Coast Guard. This preliminary determination confirms the horizontal and vertical clearances for navigation under the replacement bridge.
- Identifying significant cultural resources that may be affected by the Project.
- Continuing coordination with the US Bureau of Indian Affairs to address Project impacts to lands administered by this agency.
- Continuing consultation with Native American tribes on cultural resources, fishing activities, treaty rights, and any other interests identified by the tribes that relate to the Project.
- Engaging the National Marine Fisheries Service, FHWA, Oregon and Washington Departments of Fish and Wildlife, and ODOT to discuss Project impacts to threatened and endangered species and habitat as well as potential conservation measures. These discussions provide fundamental assumptions that will be included in the biological assessment.
- Preparing the Supplemental Draft EIS for policy compliance review by FHWA.

What are the next steps?

- Make determinations of effect on significant cultural resources by the Project.
- Continue to consult with Native American tribes and other federal agencies, as needed.
- Prepare the draft cultural resources report.
- Submit the draft biological assessment for technical review by FHWA, ODOT and liaisons to the National Marine Fisheries Service.
- Integrate cultural and biological baseline conditions, impacts and mitigation into the Supplemental Draft EIS.

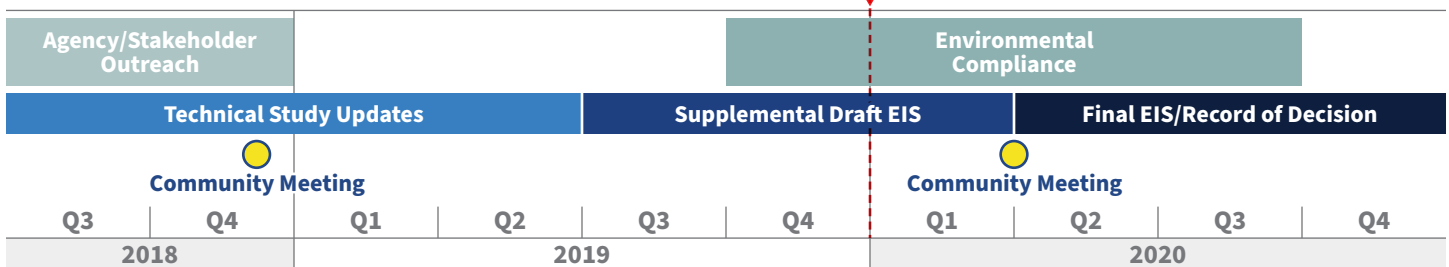


How would bridge replacement benefit the Columbia River Gorge communities?

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

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

WE ARE HERE



To learn more about the project, please visit us at:
www.portofhoodriver.com/bridge

PROJECT CONTACT

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

This page intentionally left blank.

Executive Director's Report

December 17, 2019

Staff & Administrative

- Attached is the summary of the recent Board Practices Assessment prepared by SDAO consultant Rob Mills. This report should be a topic for further discussion by the Commission and staff.
- The Port of Cascade Locks wishes to have a joint Commission meeting. They have suggested January 30, 2020. Staff needs confirmation of Commissioner availability for that date or other dates that we might suggest. The agenda would likely consist of staff presenting both Port's current efforts, followed by a more detailed discussion about the Breeze-By electronic tolling system.
- Amanda Hoey will be leaving her position as Executive Director at MCEDD for a position at Oregon Wheat. MCEDD will begin the recruitment process for a new ED in December.
- Commissioner Chapman is able to represent the Port at the 2020 PNWA Mission to Washington DC March 1-5 next year along with Kevin Greenwood.
- A reminder that the SDAO annual conference will be held in Seaside next year, February 6-9. Any Commissioners interested in attending should contact Genevieve.
- Commissioner Streich was re-appointed to the Hood River Urban Renewal Agency Board at their regular meeting on December 9.
- We have switched our website host to a new dedicated server on Amazon Lightsail. This has resulted in much faster upload and download speeds for customers and staff.
- The staff holiday party is scheduled for 1:00-3:00 p.m. on December 20. All Commissioners are invited and encouraged to attend.
- The Columbia Gorge Commission has been working for the past year to update Chapter 2 of the Columbia Gorge National Scenic Area Plan which addresses economic development. The draft proposed changes (attached) are now out for public review.

Recreation/Marina

- Staff is continuing to collaborate with American Cruise Lines to identify potential improvements to the landing area outside the breakwater to improve convenience and functionality.
- Steve Hawk from Coffman Engineering has performed a field inspection of the Event Site Dock. He will present his report at the meeting, and a contract amendment is a Consent item.

- Port Staff met with Tim Clackum to inspect all Marina docks and evaluate the conditions. A contract with Mr. Clackum to perform the repairs is a consent item.
- Michael Zilis from Walker Macy Architects will be meeting next week with the group that is spearheading the Steve Gates Remembrance project. They are still in the planning stages.

Development/Property

- Kelly Yearick, Forth program manager, hosted a meeting in Hood River on December 5, to discuss the e-car sharing project and related charging stations. Commissioner Chapman attended along with staff lead Genevieve Scholl. On Dec. 13, staff received copies of the Forth agreements that have been approved by City legal counsel from City Finance



Director and Assistant City Manager Will Norris. The agreements will be presented to Council for approval during their January 13 meeting.

- Roof repairs on the Jensen Building are now complete. The attached photo below shows the finished work. Interior repairs to ceiling insulation containment were carried out by Facilities staff.

- Staff is working on a third agreement with Mt. Hood Meadows for use of the Event Site for express buses during off-peak days. This is to support a pilot project to determine the demand for all-week travel to and from Mt. Hood throughout the year.
- Pfriem anticipates receiving building permits for their project next week with construction starting in January. Staff will be attending weekly construction meetings with Kirby Nagelhout Construction and Pfriem. The west lot of the Halyard building will be closed off during construction and employees will be taking the remainder of the leased spaces in the Jensen lot and up to 10 additional spaces on the far west end of that lot.

Airport

- We have executed a contract with Zeller Excavating to repair and re-grade the Airport Farm Access Road. The cost is \$2,000.
- Attached is an email from Hood River resident Mark Stanfield, submitted as public comment to express support for the Airport and various operational areas.
- The Connect VI project will go out for bids in January. Coffman Engineering will be conducting an engineering review of the project, that cost is under \$3,000. In conjunction with Thorn Run Partners, staff is making efforts to secure additional funding or obtain approval for phased implementation of the fuel tanks.

Bridge/Transportation


- The Port of Cascade Locks will implement electronic tolling on the Bridge of the Gods starting January 6, 2020. Port staff is helping train POCL staff and is ready to implement our support obligations as per the pending agreement. Attached is the press release that Genevieve has issued to the Skamania County Pioneer, the White Salmon Enterprise, and the Hood River News along with KHR and KODL radio stations. A half-page ad (pictured to right) will run in all three papers once a week for four weeks beginning the week of December 23. Detailed information and a link to the web portal is also on both Ports’ websites, and beginning

DISCOUNTED BRIDGE TOLLS

What is BreezeBy?
BreezeBy is an electronic system for paying tolls on the **Bridge of the Gods** and the **Hood River-White Salmon Interstate Bridge**. Each time you cross the bridge your toll is automatically deducted from the prepaid balance on your account.

What does it cost?
There are no fees to open a BreezeBy account, and your first transponder is free.*

with




How do I sign up?
Create a new account online today at portofcascadelocks.org. We will mail your transponder to you. No need to come to the Port office.


What are the benefits?
When the Bridge of the Gods BreezeBy system goes live on January 6, 2020, BreezeBy customers will be able to use their transponders to pay their tolls on both bridges with one account. BreezeBy customers will pay only \$1.25 at the Bridge of the Gods,* instead of \$2 for cash toll payments.*

Beginning January 6, 2020, BreezeBy works for the Bridge of the Gods in Cascade Locks

What happens to my Local Sticker?
Local Stickers will not be accepted after February 3, 2020. Having an active BreezeBy account will be the way to get discounts on tolls going forward. BreezeBy account holders will pay \$1.25 per crossing at the Bridge of the Gods.* The cash toll will be \$2.00.
*BreezeBy toll at the Hood River bridge is \$1.



What happens to my Coupons?
Coupons will no longer be sold after December 20, 2019. Coupons will no longer be accepted for toll payment after February 3, 2020, but can be redeemed at either Port office for credit to a BreezeBy account. Cash refunds will also be available at the Port of Cascade Locks office.



Questions?
More information online at portofcascadelocks.org
Call (541) 386-1645 or email porthr@gorge.net.

next week, posters will be up around Cascade Locks and Stevenson, and POCL toll takers will be handing out info cards.

- Kevin will provide an update on the December 11 meeting with local Washington public agencies regarding next-phase bridge replacement efforts.
- The Facilities staff has completed, or is carrying out, a number of projects this week and next:
 - A section of heavily-damaged guard rail was replaced.
 - Functionality of the warming elements in the toll plaza concrete has been restored. This should improve safety and reduce plowing at the plaza.
 - The second backup generator for the Port offices has been ordered. Delivery is expected in January.
 - New siding for the Toll Booth has been ordered and is expected to be installed by Brown Roofing by February.
- Mark Libby of HDR Engineering will attend the meeting to discuss test results and his recommendations regarding underwater pier inspections and bridge ramp sodium chloride testing.
- A bridge lift to lubricate the lift cables is scheduled for December 24 in the early morning.

DATE: December 08, 2019

TO: Michael McElwee, Executive Director
Port of Hood River

SUBJECT: **Consultant's Impressions and Recommendations**
Port of Hood River Board Practices Assessment
Conducted December 03, 2019

FROM: Rob Mills
SDAO Consulting Services

It was a pleasure meeting with your board members and conducting the Board Practices Assessment for your district. Accompanying this memo is your board's **Assessment Summary**. I trust they will find that it accurately reflects what was discussed and that it paves the way for continued discussion and follow-up actions as appropriate.

Your **Consultant's Impressions and Recommendations** are outlined below. We discussed in our meeting the importance of reviewing these documents at your next board meeting and taking action on "flags". SDAO will do a 60-day follow-up to check progress and offer additional consulting support if desired. Again, please extend to your board members my sincere thanks for participating in the Board Practices Assessment.

Impressions

With the recent addition of several new members, the Port of Hood River board is comprised of commissioners with a wide range of business experience and years of service with the district. The resulting "cultural upheaval", as one member put it, has caused the board to re-examine some of its "foundation blocks" of long-held beliefs about the Port's priorities and future direction. While the board is justifiably proud of its success in developing the local economy, there is some concern among its members about the future impact of the bridge replacement project on the Port's future financial condition. Still, board members express confidence that the proper technical and financial resources are being enlisted to ensure the success of this major undertaking.

Recommendations

These recommendations are intended to address a need described by board members during the Board Practices Assessment discussion of governance practices:

Board members report they are "still learning as a fivesome" about challenging "foundation blocks" of common understanding and feel they need a "platform" (process/guidelines) for discussing issues, articulating and acting on them in unity.

Port of Hood River
Page 2

Three factors are in play in the board's description of confusion and lack of agreement on priorities and actions. First, the board must clearly distinguish between *discussion* of an issue or proposed course of action and a *decision* made about the issue or action. A discussion is simply an airing of views or exchange of information that can conclude with no decision. A decision about an issue or action is a structured, documented step that board members agree to on the basis of consensus or majority vote. Proposed actions should be presented as a *motion* by a board member so that they are clearly defined and stated and so their pros and cons can be discussed. After a motion is seconded by a member it is open for a discussion of its merits – a required step leading to a final vote.

Second, the board chair is responsible for ensuring that board members know whether they're having a discussion or making a decision, that they're following the process for presenting and discussing a motion, and that they're clear about the decision that has been made. Once a decision has been made, it should be considered a *board decision* and supported "in word and deed" by all members.

Third, board members are required to act collectively. Individual board members are not empowered to act on their own or in concert with another member unless that power has been officially delegated to the member(s) by the entire board. Without the consent and authorization of the full board, individual members are not empowered to act on behalf of the board in representing, negotiating, contracting, directing staff, establishing policies or in any other capacity that is a fundamental responsibility of the full board.



SPECIAL DISTRICT BOARD PRACTICES ASSESSMENT

**PORT OF HOOD RIVER
December 03, 2019**

Board: John Everitt; Ben Sheppard; David Meriwether; Kristi Chapman; Hoby Streich; Exec. Dir: Michael McElwee

KEY PERFORMANCE AREAS	RATING			ASSESSMENT
	Good	Caution	Danger	
Board Duties and Responsibilities				
Adherence to standards of good stewardship				Board members feel they are doing “a good job” as stewards of the district, conscientiously serving the public, always asking “Is this the right thing to do?” The Board cites area economic development and donations of property for public use as examples of the district’s value to the community. Still, Board members acknowledge they “struggle with bridge revenue uses” and public perception of the district’s management of funds.
Demonstration of good governance practices				The Board is functioning “reasonably well” according to members. Communication is “respectful” in a time of “cultural upheaval” with four new members. Board members report they are “still learning as a fivesome” about challenging “foundation blocks” of common understanding and feel they need a “platform” for discussing issues, articulating and acting on them in unity.

Operational Compliance				
Overall regulatory compliance				The Board credits the “competent staff” for keeping the district on track and free of issues involving compliance. Board members are “proud we stay on top” of regulatory matters by staying current on SDAO alerts and Best Practices recommendations.
Timeliness of compliance reporting				
Potential compliance challenges				The Board cites no specific compliance challenges that have not already been taken into account.
Budget and Finance				
Consistency in budgeting to meet needs				The Board’s process follows standard budgeting protocols recommended for special districts with drafts, reviews, public hearings and approvals. Budget monitoring involves “constant discussion” through the year and detailed quarterly updates from the CFO.
Soundness of financial practices				The district’s financial practices are conservative with an emphasis on long-range planning to balance revenues in anticipation of a time when there will be “no cash cow”.
Customer Relations				
Management of service problems				Board members feel “proud of what we do” in maintaining good customer relations. The district is responsive to community needs for service, such as the “fly friendly program”, and strives for “transparency and engagement” with the public to produce outcomes that are beneficial to all

Improvements to customer service				Service improvements cited by the Board include automatic toll payments, improved website, easy access to office personnel, staff responsiveness to phone calls, communication of local weather events and safety alerts and selective hiring of bi-lingual staff and personnel with customer service skills.
Personnel Administration				
Staff morale and work climate				“The best it’s ever been” is how Board members describe morale, citing the friendly, collegial demeanor of employees who seem to enjoy working for the district. The Board attributes the positive work environment to “hiring good people with good attitudes” and supporting them with appropriate training.
Management of employee performance				Employee reviews “are taken seriously” at all levels in the organization, according to the Board. A formal, documented format is followed that includes employee input, supervisor input, one-on-one meetings during the year that results in “employees feeling supported by the board”. The format will be expanded to include 360-degree feedback.
Alignment of positions with work assignments				While position descriptions are often reviewed and updated, generally on a five-year cycle, “we could do a better job at aligning them”, according to management.
Policies and Procedures				
Soundness of administrative policies				The Board takes a decidedly “hands-on” approach to maintaining relevant and comprehensive policies and procedures and is regularly engaged in the review, update, and approval process.
Consistency between work practices and policies				
Efficiency of staff and work systems				

This page intentionally left blank.

Economic Development

The Columbia River Gorge National Scenic Area spans 85 miles of the Columbia River and includes 292,500 acres of diverse landscapes and 13 urban communities. Congress intended the National Scenic Area Act to support the economy of their communities in the National Scenic Area. One of the Act's two stated purposes is "to protect and support the economy of the Gorge by encouraging growth to occur in existing urban areas and by allowing future economic development in a manner that is consistent with protection of scenic, cultural, recreation, and natural resources [Section 3(2)]."

The term "economic vitality", as used in this chapter, refers to a strong and diverse economy that contributes to an enhanced quality of life. As stated in the National Scenic Area Oregon and Washington Economic Vitality Plan: "The purpose of the National Scenic Area Oregon and Washington Economic Vitality Plan is to set forth a vision and strategies for enhancing the economy and quality of life of Oregon and Washington communities located within the National Scenic Area". The economic vitality of the National Scenic Area and the health of the scenic, natural, recreational, and cultural resources of the Columbia River Gorge are interdependent. The goals and policies in this chapter support the Gorge's economic sectors, such as agriculture, forestry, and tourism, while allowing new commercial uses on lands designated Rural Center, Commercial, and Commercial Recreation.

This chapter focuses on the General Management Area as the primary location for commercial development. The Special Management Area includes the region's most sensitive lands and resources. In the Act, Congress explicitly limited new development in the SMA, and directed that commercial development take place outside of SMA.

GMA PROVISIONS

GMA Goals

1. Protect and support the economy of the Columbia River Gorge area by encouraging growth to occur in existing Urban Areas.
2. Protect and support the economy of the Columbia River Gorge area by allowing future economic development in a manner that is consistent with the protection and enhancement of the scenic, cultural, recreation, and natural resources of the Columbia River Gorge.

GMA Policies

1. The Gorge Commission shall consult with the States of Washington and Oregon in the States' updates to their coordinated Economic Vitality Plan developed pursuant to Section 11 of the National Scenic Area Act.

DRAFT Economic Development Chapter Edits – Clean
As of 11/26/19

2. The Gorge Commission recognizes the importance of their participation in updates to the regional Comprehensive Economic Development Strategy (CEDS) as may be requested by Mid-Columbia Economic Development District, the bi-state economic development entity that coordinates the CEDS planning process.
3. The Gorge Commission shall support the economic development efforts of the States of Oregon and Washington pursuant to their economic development plans established under the National Scenic Area Act. The Gorge Commission will support and recognize the importance of the economic vitality efforts of regional and community organizations and the four treaty tribes, pursuant to their economic development strategic plans (Economic Vitality Plan) and subject to consistency with the purposes and standards of the Act and the Management Plan.
4. The Gorge Commission shall encourage the States of Washington and Oregon to coordinate their economic development efforts in order to maximize the benefits of federal dollars to all Gorge communities.
5. Agriculture and forest industries in the Columbia River Gorge shall be protected and supported by:
 - preventing fragmentation of the agricultural and forest land base,
 - minimizing interference with agriculture and forest practices from conflicting uses
 - enhancing agricultural lands for agricultural uses, forest lands for forest uses and forest lands for agricultural uses
 - being consistent with the strategies listed in the Economic Vitality Plan to provide ongoing support for these industries.
 - encouraging conservation efforts such as energy and water efficiency.
6. The economic vitality of the Gorge economy shall be enhanced by encouraging growth to occur in Urban Areas.
7. The Commission shall provide a clear process for urban area boundary revisions and shall coordinate with land use management agencies in the General Management Area (*cite reference in new 2020 Management Plan after Urban Area Boundary Policy adopted*).
8. The Gorge Commission shall allow commercial uses that are consistent with land use designations contained within this document and consistent with the resource protections policies and guidelines.
9. The Gorge Commission shall support the economy of Gorge communities by integrating recreation development at appropriate rural locations with adequate infrastructure and coordinating with appropriate organizations.
10. The Gorge Commission shall acknowledge the importance of adequate infrastructure (such as water, sewer, roads, telecommunications, and broadband) to protect the health

and safety and to support the economic vitality of Gorge communities.

11. The Gorge Commission shall recognize the unique role of the ports in the National Scenic Area as providers of river transportation, recreation facilities, and as developers of infrastructure to support economic vitality. The Gorge Commission shall support their efforts to stimulate economic development by:
 - Assigning priority for revisions to Urban Area boundaries to those requests involving port properties or projects.
 - Relying upon existing state and federal wetlands regulations on the Columbia River and exempting urban waterfronts from wetland and riparian area guidelines in the Management Plan.
12. Prior to the approval of any grant under the states' plans for economic development projects pursuant to Section 11 of the National Scenic Area Act, the Gorge Commission shall certify that all activities undertaken under the grant are consistent with the purposes of the National Scenic Area Act, the Management Plan, and land use ordinances adopted pursuant to the National Scenic Area Act.

If such activities would take place wholly within an Urban Area, the Gorge Commission shall, after consultation with the appropriate city or county, certify that the activities are consistent with the National Scenic Area Act, the Management Plan, and land use ordinances. The Gorge Commission shall maintain this certification process so that it is simple, efficient, and speedy to not delay consistent activities. The details of economic development projects shall be confidential consistent with Gorge Commission rules on disclosure of public records.

This page intentionally left blank.

Genevieve Scholl

From: Anne Medenbach
Sent: Thursday, December 5, 2019 8:48 AM
To: Michael McElwee
Cc: Genevieve Scholl
Subject: Fw: The Silence is Deafening!

FYI.

Anne Medenbach

Development & Property Manager
 Port of Hood River
 (541) 386-5116

From: Mark Stanfield <markstanfield74@gmail.com>
Sent: Wednesday, December 4, 2019 8:18 AM
To: John Everitt <jeveritt@portofhoodriver.com>; Ben Sheppard <bsheppard@portofhoodriver.com>; David Meriwether <dmeriwether@portofhoodriver.com>; Kristi Chapman <kchapman@portofhoodriver.com>; Hoby Streich <hstreich@portofhoodriver.com>; Anne Medenbach <amedenbach@portofhoodriver.com>
Cc: Stan Voynick <president@hoodriversoaring.org>; Judy Newman <judy@waaamuseum.org>
Subject: The Silence is Deafening!

Several years before Neil Armstrong walked on the moon, July 21, 1969, part of his flight training included flying a Schweizer 1-26A Glider. Late in life he was asked what do you get out of flying a glider? "Oh, it is self-satisfaction. A sense of accomplishment at trying to do a little better than you think you possibly can." For a while now there has been discussion about increased activity at the Hood River Airport, 4S2, Ken Jernstedt Airfield. I find this activity a sign of Hope.

The local aviation community, FBO, museum and soaring club are attracting tourists, organizations, and companies to the Columbia Gorge Area, creating jobs and helping solve the pilot shortage.

The local aviation museum, after 12 years of growing success, has hosted thousands of visitors from around the globe! Visitors come to see one of the largest collections of still-flying antique aeroplanes and still-driving antique automobiles in the country. The museum's economic impact brings money that supports jobs in the community - your local wineries, breweries, churches, schools, farms, and more. *Good Job WAAAM!*

The local soaring club recently celebrated its third birthday! The main mission is a youth program, ages 13-25, with a youth work-study program that pays its youth members \$20 an hour towards their training to fly gliders just like Neil Armstrong. These kids come from a range of social-economic backgrounds giving them equal opportunity to learn to fly. To be a glider pilot, you must learn to be a weatherman, a mathematician, a scientist (aerodynamics etc), a team player, safety conscious, even

artist of the air once they learn to soar the ridge. They are learning skills that will aid them in the quest to be engineers, astronauts, schoolteachers, or invent the next cancer cure. To support this program, the club sells glider rides to customers from Portland, Seattle, and beyond. These customers spend money in your town, at your hotels, at your wineries. Go take a glider ride, go see their youth members in action. *Good Job Hood River Soaring!*

On July 12, 2019 the HRS youth program broke the gender barrier and celebrated its first female youth member becoming a licensed Private Pilot Glider by passing her FAA Checkride and earning her "G Wings." The "G" stands for "Guts." *Good Job HRS: A new generation takes flight!*

In July someone in our community made an aggressive move towards these youth members by placing sticky notes on their cars stating, "Tow Plane Noise Sucks." If someone in the community has an issue with their tow plane, buy that poor club a quieter one, don't make threats against them. The one they have is all they can afford to pull these youth members to their dreams of becoming your life flight pilots, your angel flight pilots, your fire-fighting pilots, your military pilots that protect our boarders, your Alaska Airline Pilots that take you to your dream vacations or to see your family several states away, or to your business meeting. Go offer to buy them a 180 hp Super Cub that will be a little quieter, it'll only cost you \$100K. Now that would be in Neil Armstrong's words doing "a little better than you think you possibly can."

Many pilots in the Hood River Aviation Community do great community acts from the Ken Jernstedt Airfield like volunteering for Angel Flight West. (Ken Jernstedt, another American Aviation Hero.) Angel Flight West is a nonprofit, volunteer-driven organization that arranges free, non-emergency air travel for children and adults with serious medical conditions and other compelling needs. Sounds like a worthy cause to have propellers training overhead. *Good Job Aviation Community whoever you are!*

The local FBO has always been great at training pilots but most recently exploded as a successful training center for the back country. Pilots trained here protect wildlife for the department of interior, protect state parks, and perform important search and rescue missions. Our FBO has done a great job working with the Port of Hood River to grow and improve the airport facilities and bring the airport up-to-date with well needed safety improvements from FAA Grants. *Good Job Tac Aero!*

If you hear silence at the Hood River Airport, *you should be worried!* Who is being trained to protect our boarders, who is going to be there to life flight your family member in their time of need, find you on Mt. Hood when you get lost during your family hike or vacation, fly you for your dream vacation, angel flight in your time of need, or put out that large fire near Hood River that is causing your child's asthma to flare up? Training or flying from Hood River, 4S2, Ken Jernstedt Airfield, (Que the National Anthem) with the local amazing FBO, glider club, aviation community and museum as well as other small airports around this great country are imperative to our local community's success as well as the world's. After all, what is the backbone to Amazon Prime?

Back to these Angel Flight West Pilots who spend tons of money on people they've never met...besides complaining about noise from a prospering airport that is ultimately serving the of your local community and our great country, what are you doing to help the people in your community? Are you sitting back in your privileged lives complaining about noise because you did not think things through when you bought a house near an airport? I disliked logic in college but *come on!*

I love the art of listening to a finely tuned aircraft engine taking off knowing that every person that touched that airplane was paid for quality work that helped them reach their American Dreams, buy their home, put their kids into schools and colleges, get them their vacations, provide life flight support, provide search and rescue missions, protect our endangered wildlife, protect our boarders deliver my binkies for my baby via Amazon Prime. I ask again, what are you doing to support this community and this country and give back to it? Or are you just taking and complaining? If you want to be upset with someone, *be upset at the Real-estate Agent that didn't give you the truth* about living near a prosperous airport.

Noise complainers (*Youth Program Haters*), I am compassionate for your situation (*Not Really*), but I think there are two main solutions for you (*Actually there are infinite*).

#1 Go learn about aviation from one of these amazing organizations and learn to love the sound of airplanes.

#2 Move. Move away from the airport.

Since all these organizations are compliant with the FAA, OR, and Local Laws this airport is going to continue to train pilots that are needed for critical services and pilots that just want to learn to fly for the fun of it, because that embodies the freedoms set forth in your and my Constitution of the United States of America.

Sincerely,

Mark A. Stanfield, Hood River, OR; Angel Flight West Pilot, Youth Member Soaring Instructor, WAAAM Pilot, Tac Aero Supporter

--

Mark A. Stanfield, BFA, Pharm.D., CFI, CFGI, AGI, GHB
541-645-0447

This page intentionally left blank.

For Immediate Release

Date: December 6, 2019

Media Contacts:



Genevieve Scholl, Special Projects Manager
Port of Hood River
gscholl@portofhoodriver.com
(541) 386-1645



Ryan Vollans, Manager of Bridge Operations
Port of Cascade Locks
rvollans@portofcascadelocks.org
541-374-2418

**PORT OF CASCADE LOCKS TO IMPLEMENT “BREEZEBY” ELECTRONIC TOLLING
BEGINNING JANUARY 6, 2020**
System transponders enable discounted tolls for both tolled bridges in the Gorge

CASCADE LOCKS, OR – The Port of Cascade Locks Board of Commissioners has approved an inter-governmental agreement with the Port of Hood River to incorporate that Port’s electronic tolling system for the Bridge of the Gods, making one electronic tolling system functional for both tolled bridges in the Gorge. The “BreezeBy” system was first implemented for the Hood River-White Salmon Interstate Bridge in 2006, establishing the first electronic tolling system in Oregon. The system utilizes prepaid funds and transponders to facilitate faster commutes through the toll plaza and provide user discounts.

In Cascade Locks, BreezeBy transponders will replace the Port of Cascade Locks “Local Stickers” and coupon books that have traditionally provided local commuters with discounted tolls. Bridge users that have signed up for BreezeBy will pay only \$1.25 per crossing of the Bridge of the Gods, and \$1.00 at the Hood River-White Salmon Interstate Bridge, versus a \$2.00 cash toll at both bridges. Toll rates depend on vehicle class, with larger class vehicle tolls determined by the number of axles.

The Port of Cascade Locks will discontinue sales of coupon books on December 20, 2019 and will no longer accept them for toll payment on February 3, 2020. Also on February 3, local stickers can no longer be used for discounted tolls for cash paying customers.

Current Port of Hood River BreezeBy customers don’t need to do anything to be able to use their transponders on the Bridge of the Gods when the Cascade Locks system goes live January 6. BreezeBy customer account statements will depict which bridge was crossed for each charge to the account balance.

New BreezeBy customers can open an account online and receive their transponders in the mail. Port of Cascade Locks customers can redeem any unused bridge coupons for credit of their value into a BreezeBy account at either Port office during regular business hours. There are no fees to open an account, and each account receives one transponder for free; each additional transponder costs \$5.00.

New BreezeBy customers that primarily use the Bridge of the Gods do not need to wait until the system is live on January 6 to open a new account, and the Port encourages customers to beat the rush by opening their account now. New accounts can be created online at portofcascadelocks.org (click BREEZEBY, then click the BreezeBy logo, then click “New Account”). There is no required personal identification to open an account, but each transponder is linked to a specific vehicle, so the make, model, color, year, and license plate number is required. New customers should expect to receive their new transponders in the mail within 3-4 business days, depending on the volume of orders. New customers can open an account at either Port office during regular business hours. New accounts cannot be created at the toll booths, however, due to traffic flow and safety concerns.

For more information, contact the Port of Cascade Locks via email to rvollans@portofcascadelocks.org or stop by the Port office at office at 427 Portage Road in Cascade Locks. Questions can also be directed to the Port of Hood River via email to porthr@gorge.net, or visit the Port office at 1000 E. Port Marina Drive in Hood River.

Commission Memo



Prepared by: Daryl Stafford
Date: December 17, 2019
Re: Event Site Dock Repair
Structural Engineering Services

In 2015, Coffman Engineers was hired to perform a structural analysis of the Event Site Dock in which the timber pile and pile cap beam in two locations at the southeast corner of the upper dock were identified as an area in need of repair. The project was completed in spring 2016.

Staff recently identified additional areas that are starting to show signs of fatigue with similar deterioration. Steven Hawk of Coffman Engineers was engaged to perform a general assessment of the structural condition of the Event Site Dock to evaluate the entire dock above the ground surface/ waterline for potential repairs. That was a small contract of \$3,000. Mr. Hawk will attend the meeting to present his initial findings.

Staff anticipates the need for a contract amendment to provide for structural drawings necessary for the initial needed repairs. Staff will provide a scope of work and project estimate at the meeting for approval.

RECOMMENDATION: Information.

This page intentionally left blank.

Commission Memo



Prepared by: Kevin Greenwood
Date: December 17, 2019
Re: ODOT IGA Amendment No. 1

The Port entered into an Intergovernmental Agreement (IGA) with the Oregon Dept. of Transportation (ODOT) on April 25, 2019 that would require the Port to reimburse ODOT for its staff time related to the Hood River Bridge Replacement Environmental Impact Statement (EIS) process. The IGA had a budget cap of \$160,000, with costs eligible for reimbursement through the \$5-million HB 2017 appropriation.

As the summer progressed, the Port learned that the Yakama, Warm Springs and Nez Perce agencies were interested in conducting ethnographic surveys, an option afforded to them in the NEPA process. These surveys were outside the scope of the Port’s contract with both WSP Inc. and ODOT yet there was agreement that the surveys could provide agency insight into the cultural resources in the Hood River-White Salmon area. Additionally, ODOT has existing IGAs with the Yakama and Warm Springs that would allow this work to be contracted between those agencies. ODOT does not have a similar agreement with the Nez Perce, hence the Port will be contracting directly with them for their Survey work.

This Amendment No. 1 to the IGA will allow for ODOT to pay for the Yakama and Warm Springs Surveys and pass those costs along to the Port. In addition, correction of prior math errors and a better assessment of ODOT’s actual hours working on the EIS have been included. A new cap of \$200,000 will allow for an additional \$30,000 in survey work to be conducted and \$10,000 to more accurately reflect ODOT’s staff time on the project. These news costs will continue to be eligible for HB 2017 reimbursement.

The work from the surveys will be incorporated into the Supplemental Draft EIS by the end of March 2020.

RECOMMENDATION: Approve Amendment No. 1 to the Consultation Services IGA with ODOT not to exceed \$40,000, subject to legal review and Executive Director approval.

This page intentionally left blank.

**AMENDMENT NUMBER 01
INTERGOVERNMENTAL AGREEMENT
Hood River Bridge Replacement
Reimbursement for Consultation Services**

This is Amendment Number 1 (“Amendment”) to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and the **Port of Hood River**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on April 25, 2019.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase the not to exceed payment amount and breakdown of services provided.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

A. Exhibit A is deleted in its entirety and replaced with the attached Revised Exhibit A. All references to “Exhibit A” are hereafter references to “Revised Exhibit A.”

B. TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. Agency shall pay State for State’s performance of the Services an amount not to exceed \$160,000. Agency may make such payments from the funds Agency receives under the terms of Intergovernmental Agreement 32334.

Is deleted in its entirety and replaced with the following:

2. Agency shall pay State for State’s performance of the Services an amount not to exceed \$200,000. Agency may make such payments from the funds Agency receives under the terms of Intergovernmental Agreement 32334.

C. Insert new AGENCY OBLIGATIONS Paragraph 5, to read as follows:

5. Upon receipt of written request from State, Agency shall forward to State an additional advance deposit or irrevocable letter of credit in the amount of \$40,000, such amount equaling the difference between the not to exceed amount of \$200,000 and Agency’s advance deposit of \$160,000 under Agency Obligations paragraph 1.

D. STATE OBLIGATIONS, Paragraphs 3 and 4, which read:

3. If State completes the Services and State’s total costs are less than \$160,000, State shall refund to Agency the portion of Agency’s advance deposit that exceeds State’s actual total costs for the Services.

Agency/State
Agreement No. 33078-01

4. State's obligation to perform the Services is limited to a maximum of \$160,000, as calculated by State.

Are deleted in their entirety and replaced with the following:

3. If State completes the Services and State's total costs are less than \$200,000, State shall refund to Agency the portion of Agency's advance deposit that exceeds State's actual total costs for the Services.
4. State's obligation to perform the Services is limited to a maximum of \$200,000, as calculated by State.

E. GENERAL PROVISIONS, Paragraph 8, Page 3, which reads:

5. Neither Party will subcontract or assign any part of this Agreement without the written consent of the other Party.

Is hereby deleted in its entirety and replaced with the following:

5. Neither Party will subcontract or assign any part of this Agreement without the written consent of the other Party, except that State expressly may subcontract the ethnographic studies work under the Services to Native American tribes with which State has current working agreements. The ethnographic studies work is further set forth in Exhibit A.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Signature Page to Follow

Agency/State
Agreement No. 33078-01

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

PORT OF HOOD RIVER, by and through its elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS FORM

By _____

Date _____

Agency Contact:

Michael McElwee, Executive Director
1000 E. Port Marina Drive
Hood River, OR 97031
541.386.1138
mmcelwee@portofhoodriver.com

STATE OF OREGON, by and through its Department of Transportation

By _____

Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____

Region 1 Policy and Development Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

State Contact:

Kristen Stallman, Major Projects Manager
123 NW Flanders Street
Portland, OR 97209
503.731.4957
kristen.stallman@odot.state.or.us

Agency/State
Agreement No. 33078

**Revised Exhibit A
Description of Services Provided by State**

Agency authorizes State to perform the following activities and to draw from Agency's advance deposit to pay for such activities:

<i>Tasks</i>	<i>Estimated Traffic team Hours</i>	<i>Estimated Total Hours</i>	<i>Hourly Rate \$69</i>
<i>Phase 1</i>			
Agency Coordination Plan		16	\$ 1,104
DEIS Reevaluation		12	\$ 828
Technical Reports (includes methods)	40	782	\$ 53,958
Cumulative Impacts	40	112	\$ 7,728
Phase 1 Subtotal	80	922	\$ 63,618
<i>Phase 2</i>			
Supplemental EIS	20	736	\$ 50,784
Biological Assessment/ ESA Section 7	120	228	\$ 15,732
Final EIS (including response to SEIS comments and mitigation plan)	30	456	\$ 31,464
Decision Document/Admin Record		116	\$ 8,004
Ethnographic Studies			\$ 30,000
Phase 2 Subtotal	170	1536	\$ 135,984
TOTAL	250	2308	\$ 199,602

Commission Memo



Prepared by: Kevin Greenwood
Date: December 17, 2019
Re: Nez Perce IGA for Ethnographic Survey

As noted in the prior memo regarding the ODOT IGA Amendment, the Port will be utilizing ethnographic surveys from the Yakama, Warm Springs and Nez Perce Tribes to aid in the development of the Environmental Impact Statement (EIS). Since ODOT does not have an umbrella agreement with the Nez Perce, the Port will need to contract directly with the tribal agency to obtain those services.

The cost of the survey is \$26,000 and would be used to develop the cultural resources section of the EIS. The cost would be reimbursable through the HB 2017 appropriation.

The work from the survey will be incorporated into the Supplemental Draft EIS by the end of March 2020.

RECOMMENDATION: Approve a Consultation Services IGA with the Nez Perce Tribal Agency for an Ethnographic Survey not to exceed \$26,000, subject to legal review and Executive Director approval.

This page intentionally left blank.

**INTERGOVERNMENTAL AGREEMENT
Hood River Bridge Replacement
Reimbursement for Consultation Services**

THIS AGREEMENT is made and entered into by and between the PORT OF HOOD RIVER, acting by and through its Department of Transportation, hereinafter referred to as "Port," and the Nez Perce Tribe, acting by and through its Executive Committee, hereinafter referred to as "Tribe," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

By the authority granted in Oregon Revised Statute (ORS) 190.110, local governments may enter into agreements with an American Indian Tribe for the performance of any and all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

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

TERMS OF AGREEMENT

1. Port wishes to retain the services of Tribe to conduct an Ethnographic Study ("Study") as part of NEPA work related to the Environmental Impact Statement (EIS) and Record of Decision (ROD). Specific tasks and deliverables are further described in the Statement of Work ("Work"), marked Exhibit A, attached hereto and by this reference made a part hereof.
2. Payment for Work, marked Exhibit B, performed under this Agreement shall not exceed the maximum amount of \$25,931.42 in state and federal funds for the entire term of the Agreement.
3. This Agreement becomes effective on the last date all required signatures are obtained (the "Execution Date") and terminates upon completion of the Services and final payment or by June 30, 2020, whichever is sooner.
4. This Agreement may be modified by mutual consent of both parties and upon execution of a written amendment signed by the parties with all required approvals obtained.

TRIBE OBLIGATIONS

1. Tribe shall perform the Work described in Exhibit A.
2. Tribe shall present monthly invoices for 100 percent of actual costs incurred by Tribe, on behalf of the Project directly to the Port's Bridge Replacement Project Director, 1000 E. Port Marina Dr., Hood River, OR 97031, (541) 436-0797, for review and approval. Such invoices shall be in a form identifying the Project,

describe all Work performed; and itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one more duration, based on actual expenses incurred.

3. The following costs are reimbursable under the Agreement: wages and salaries, office supplies, travel costs as described below, and cost of copies of records. Travel expenses shall be reimbursed to Tribe following federal Internal Revenue Service per diem standards.
4. Tribe asserts that it is generally exempt from the application of state laws by virtue of the Tribe's sovereignty. Port, in accepting state funds to be paid to Tribe under this Agreement, must comply with and require contractors to comply with applicable federal statutes and applicable regulations as well as requirements and assurances applicable to the delivery of Work.
5. Tribe agrees, solely for the purpose of implementing this Agreement, that it will comply with and exercise best efforts to cause all subcontractor to comply with the following requirements, to the extent that they are applicable, except when Tribe is exempt from the requirements under federal law exempting Indian Tribes.
6. Tribe shall perform the Work under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the Work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
7. Tribe's project manager is Nakia Williamson, Director, Cultural Resource Program, Nez Perce Tribe P.O. Box 365, Lapwai, ID 83540, (208) 621-3850, nakiaw@nezperce.org.

PORT OBLIGATIONS

1. In consideration for the Work performed, PORT agrees to pay Tribe for all Work performed under this Agreement in accordance with the terms of this Agreement.
2. Port certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Port's current appropriation or limitation of current annual budget.
3. Port's Project Manager for this Project is Kevin Greenwood, Bridge Replacement Project Director, Port of Hood River, 1000 E Marina Drive, Hood River OR, 97032, 541.386.1645, kgreenwood@portofhoodriver.com or assigned designee upon individual's absence. Port shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.

2. Either Party may terminate this Agreement effective upon delivery of written notice to other party, or at such later date as may be established by that party, under any of the following conditions:
 - a. If the other Party fails to provide services called for this Agreement with the time specified herein or any extension thereof.
 - b. If the other Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other party fails to correct such failures within 10 days or such longer period as other party may authorize.
 - c. If the other Party fails to provide payment of its share of the costs of the Project.
 - d. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such as way that either the Work under this Agreement is prohibited or either party is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. Tribe acknowledges and agrees that Port and its representatives shall have access to the books, documents, papers, and records of Tribe which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Tribe shall make copies of applicable records available upon requires.
5. Each Party is responsible for providing workers' compensation insurance as required by law. Neither Party shall be required to provide or show proof of any other insurance coverage.
6. Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. Each Party shall have access to the books, documents, and other records which are directly related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law. Access to books, documents, papers, and records does not include access to Oral History information.

8. Neither Party will subcontract or assign any part of this Agreement without the written consent of the other Party.
9. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against Port or Tribe with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
10. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
11. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
12. This Agreement and attached exhibit constitute the entire agreement between the Parties on the subject matter herein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Port to enforce any provision of this Agreement shall not constitute a waiver by Port of that or any other provision.

Signature Page to Follow

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

TRIBE, by and through its elected officials

By _____
Shannon Wheeler, Chairman

Date _____

By _____
Chantel Greene, Secretary

Date _____

APPROVED AS TO FORM

By _____
Counsel

Date _____

Tribe Contact:

Nakia Williamson, Director
Cultural Resource Program
Nez Perce Tribe
P.O. Box 365
Lapwai, ID 83540
(208) 621-3850
nakiaw@nezperce.org

PORT OF HOOD RIVER, by and through its Board of Commissioners

By _____
Michael McElwee, Executive Director

Date _____

APPROVED AS TO FORM

By _____
Counsel

Date _____

Port Contact:

Kevin Greenwood, Director
Bridge Replacement Project
1000 E. Port Marina Dr.
Hood River, OR 97031
(541) 386-1645: office
(541) 436-0797: direct
(541) 961-9517: cell
kgreenwood@portofhoodriver.com

Exhibit A

S T A T E M E N T O F W O R K

- Date:** November 22, 2019
- Tribe:** Nakia Williamson and Jonathan Moon (Nez Perce Tribe Cultural Resource Program)
- Project:** Hood River-White Salmon Bridge Replacement Project
ODOT Key No. 21280
- Location:** T3N, R11E, Secs 19, 30 & 31; T3N, R10E, Secs 24, 25 & 36
Hood River & White Salmon Quadrangles
Hood River County, Oregon and Klickitat County, Washington
- Task:** Ethnographic Study
- Key Dates:** Preliminary Results (including any Sec. 106-eligible site documents) – due March 30, 2020
Draft Report and Draft Executive Summary – due May 1, 2020
Final Report and Executive Summary – due June 1, 2020

The Federal Highway Administration (FHWA), with the Port of Hood River (Port) and the Oregon Department of Transportation (ODOT) as joint lead agencies, is conducting a Supplemental Environmental Impact Statement (EIS) for a project to replace the existing Hood River-White Salmon Bridge between Hood River, Oregon, and White Salmon, Washington. The primary purpose of this project is to improve multi-modal transportation of people and goods across the Columbia River between the Hood River and White Salmon/Bingen communities. The need for the project is to rectify current and future transportation and structural inadequacies and deficiencies of the bridge. The project is an undertaking that is subject to the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended.

The project's Area of Potential Effect (APE) is located in portions of both the states of Washington and Oregon (Figure 1). The APE encompasses the range of potential impacts of the Built Alternatives, both direct and temporary, including those associated with stormwater conveyance (Figure 2). The APE also encompasses all potential direct and horizontal/vertical ground disturbance associated with the project. The APE extends to include areas of land facing the Columbia River bounded by ridgelines in immediate proximity to the bridge. These comprise the ridgeline above SR-14 to the north and the ridgeline above the Hood River Loops segment of the Historic Columbia River Highway (Historic US30) to the south.

The purpose of this Task is to gather and document ethnographic information related to traditional uses, traditional places, and the cultural significance of the APE and general project area. Oral histories may be collected from recognized traditional knowledge holders with pertinent information of the project area. A maximum of 4 oral histories will be recorded and transcribed as part of this Task.

The Cultural Resource Program (CRP) will conduct research about past and present traditional uses by Nez Perce people within the Study area. The traditional land use research will include a review of published and unpublished ethnographies, oral histories, archaeological reports, and related records housed within the CRP, Oregon SHPO, Washington DAHP, the National Archives in Seattle, and university archives. This Report will compile and present content and Nez Perce perspectives specific to the Project area and be directly applicable to the proposed bridge project.

This research will help identify Traditional Cultural Properties (TCPs) and tangible sites that are: (a) rooted in Nez Perce Tribal history and (b) are important in maintaining the continuing cultural identity of the Tribe. Those archaeological sites, traditional places, and Tribal use areas will serve to inform the overall Study. Any TCPs and cultural sites identified from the ethnographic research will be described and mapped in the Report.

The identification of historic properties of religious and cultural significance to Indian tribes, traditional cultural properties, or other potentially-eligible historic properties subject to Section 106 of the National Historic Preservation Act (NHPA), must be sufficiently described and documented for any project effects to be evaluated by FHWA/ODOT and the Oregon SHPO and/or Washington DAHP. The results of the report are intended to assist FHWA/ODOT to comply with their responsibilities under Section 106 of the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA).

The Tribe shall provide all deliverables in both Microsoft Word and Adobe pdf formats. A brief Letter Report shall be submitted by the Tribe, including any Section 106-eligible site documents, by March 30th to facilitate FHWA/ODOT evaluating any potential effects on identified resources within the Supplemental EIS timeframe. At the request of the Tribe, ODOT will maintain the Ethnographic Study Report (Report) as a confidential document. The Executive Summary will be a public document and findings may be generalized to protect sensitive sites.

Deliverables: (Electronic):

CRP shall provide (Word and Adobe pdf formats):

- Preliminary Results Letter Report, including any Section 106-eligible site documents (Deliver to ODOT Archaeologist) – due March 30th, 2020
- Draft Report (Deliver to ODOT Archaeologist) – due May 1, 2020
- Draft Executive Summary (Deliver to ODOT Archaeologist and Port Project Director) – due May 1, 2020
- Final Report (Deliver to ODOT Archaeologist) – due June 1, 2020
- Final Executive Summary (Deliver to ODOT Archaeologist and Port Project Director) – due June 1, 2020

Other Materials Attached:

- GIS APE Layer and Cultural Resources Baseline Report.

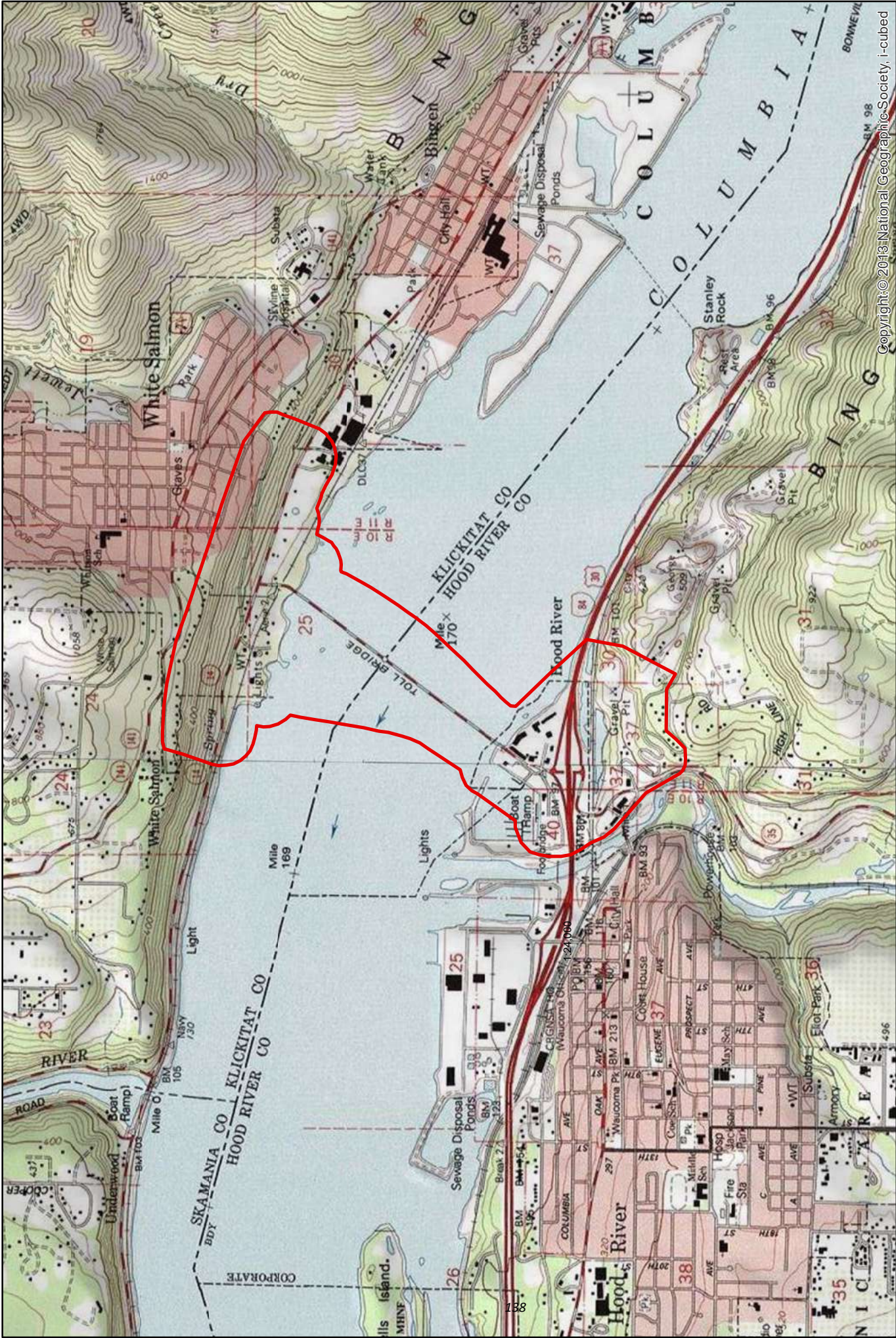
Communication:

- If you have any questions or require additional project information, please contact the Port Project Director or ODOT Archaeologist.

Contacts:

Name	Title	Organization	Phone	Email
Kevin Greenwood	Port Project Director	Port of Hood River	541-436-0797	kgreenwood@portofhoodriver.com
Roy Watters	Archaeologist and Tribal Liaison	ODOT	(503) 986-3375	Roy.Watters@odot.state.or.us
Nakia Williamson	Program Director	Nez Perce Tribe	208-621-3850	nakiaw@nezperce.org
Jonathan Moon	Ethnographer	Nez Perce Tribe	208-621-3847	jmoon@nezperce.org

-###-



Copyright © 2013 National Geographic Society, i-cubed

DISCLAIMER:
 This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering or surveying purposes. Use of this information should review or verify the primary data and information sources to ascertain the usability of the information.

OREGON DEPARTMENT OF TRANSPORTATION
Interstate Bridge: Hood River - White Salmon (Port of Hood River) Key #21280
 T3N, R11E, Sec 30; T3N, R10E, Sec 25; Hood River & Baker Quad, Hood River & Klickitat Co



1:24,000
 ESRI Topo Maps Service (2015)

V

2

1

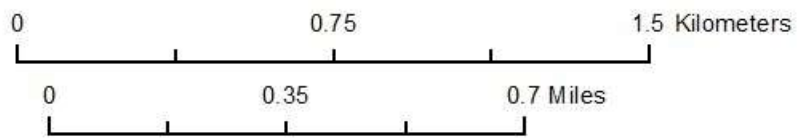
0

Miles

Figure 1



Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong



Hood River-White Salmon Bridge Replacement Project



-  APE
-  Alt EC-1
-  Preferred Alt EC-2
-  Alt EC-3



Figure 2

Exhibit B - Payment for Work

	Rate (w/ fringe)	Units	Totals
Personnel			
Ethnographer	\$41.93	200	\$8,386.00
Assistant Ethnographer	\$41.77	120	\$5,012.04
Cultural Resource Specialist	\$29.98	16	\$479.75
Cultural Resource Technician 1	\$38.06	80	\$3,045.12
Project Manager	\$38.80	20	\$775.97
	Subtotal	436	\$17,698.87
Supplies			
General			\$500.00
	Subtotal		\$500.00
Travel			
Mileage (site visits and local archives) 1500 @ \$0.535/mile	\$0.540	800	\$432.00
Lodging: \$96/night for 4 people for 1 night	\$96.00	4	\$384.00
Per Diem: \$55/day for 4 people for 2 days	\$55.00	8	\$440.00
	Subtotal		\$1,256.00
Honorariums to Consultants for Site Visits (no indirect)	\$250.00	4	\$1,000.00
Indirect	28.15%	\$19,454.87	\$5,476.55
Grand Total			\$25,931.42

Commission Memo



Prepared by: Anne Medenbach
Date: December 17, 2019
Re: FBO Amendment #3

In 2015, the Port entered into a Fixed Based Operator (FBO) Agreement with Hood Tech Corp., Aero Inc. This agreement was to expire in 2018, which was the deadline for the completion of the ConnectOregon VI (COVI) project at the time, and the time when the planned relocation of the FBO to the north side of the airport was anticipated. Due to the lengthy NEPA process which forced the extension of the COVI/FAA projects, that relocation and development has not occurred.

Now that the COVI and FAA projects will likely move forward in 2020, staff recommends extending the FBO contract one more year. Both projects will inform how the FBO operates and a new 5-year agreement will need to align with those operations. Jet fuel may or may not be available and the FBO may or may not need to operate on both sides of the field. These items will impact the agreement.

Additionally, the Port implemented Minimum Standards which outline how commercial operations including FBOs will operate at the Airport. Ordinance 23 was also updated to align with the new Minimum Standards. These two new policies need to be included in the new FBO agreement.

Tac Aero has been an excellent partner in the evolving airport and through years of development projects. Staff recommends moving forward with the extension and working through a new agreement in 2020.

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

This page intentionally left blank.

**AMENDMENT 3 TO FIXED BASED OPERATOR AGREEMENT AND LAND LEASE
TENANT RIGHTS**

Whereas, the Port of Hood River ("Lessor") and Hood Tech Corp., Aero Inc. ("Lessee") entered into a Fixed Based Operator agreement and a land lease of 3,000sf, effective May 31, 2015 ("Agreement"); and,

Whereas, the Agreement was extended to expire on March 1, 2018 with Amendment # 1 on December 6, 2017, and;

Whereas, the Agreement was extended to expire on December 31, 2020 with Amendment #2 on February 23, 2018.

Whereas, per the Agreement, Section 4. A, an extension is allowed with written agreement, and;

Therefore, all parties agree to the following changes to the Agreement:

- 1. The term shall be extended to a new termination date of December 31, 2020

Except as modified by Amendment No. 1, Amendment No. 2, and this Amendment No. 3 the Agreement shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2019

By: _____
Michael S. McElwee, Port of Hood River, Executive Director

By: _____
Jeremy Young, President, Hood Tech Corp., Aero Inc.

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: December 17, 2019
Re: HVAC Maintenance Contract

In 2015, staff implemented an annual HVAC maintenance program for Port buildings. This program included hiring a third-party, certified HVAC contractor to perform annual and semi-annual maintenance. Before that time, preventative maintenance was not conducted.

DIVCO Mechanical has been the contractor since 2015. Staff issued a quote solicitation for the maintenance contract on November 25th. Quotes are due on December 17th. During the mandatory walk through, facilities staff found changes that needed to be made to the HVAC list and decided that unit filter changes should be added to the contract. The solicitation was reissued with these changes on December 12th.

Staff will provide the low bidder contract for approval at the meeting. Attached, for reference, is the quote solicitation.

RECOMMENDATION: Informational.

This page intentionally left blank.



Port of Hood River

Request for Proposals- HVAC Maintenance

Issued: **December 12, 2019**
Closing Date: **December 17, 2019**

DUE TO A MISIDENTIFICATION OF HVAC UNITS AND A CHANGE OF SCOPE, THIS RFP IS BEING CANCELLED AND REISSUED. PLEASE SEE RED HIGHLIGHTS FOR ADDITIONS AND THE NEW UNIT LIST ATTACHED.

Project Summary:

The Port of Hood River is requesting quotes for periodic preventative HVAC system maintenance on Port properties, located in and around the City of Hood River, OR. The maintenance will be based on the manufacturer's recommendations for the unit and will be completed on a quarterly and annual basis. The Maintenance Contractor will be expected to provide an annual evaluation of each unit to assist with Capital budgeting for replacement of units. The Port is requesting separate bids for annual and quarterly maintenance. Bids should be per unit.

The Port facilities currently house **67** HVAC units. They are a combination of rooftop and in building units. Manufactures are: Trane, Mitsubishi, Carrier, Amanda, Rheem, Morine, Mitsubishi, Comfort Maker, Armstrong, Hastings, Renzor, Vantage, Sharp and Lennox. A full list of the HVAC units and how they are accessed is attached to this solicitation. There will be a mandatory, pre-bid walk through.

The work contemplated under this Contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the work described in the Contract, the General Conditions, all applicable special conditions, plans, specifications, or any supplementals. Project scope of work, plans and specifications are included in this Contract Solicitation document.

The contact point for questions regarding the Solicitation, Forms, Specifications, change, clarification, the award process, and/or any other issues that may arise, is Anne Medenbach at (541) 386-5116 and email amedenbach@portofhoodriver.com.

Submittal Process

This is a quote for maintenance, therefore it does not fall under the ORS 279C (Public Works Contracts). Quotes must be received by **2:00 PM on Tuesday, December 17, 2019**. Any of the following 3 submission methods are appropriate for delivery of the quote:

1. Hard copy delivered to the Port office
2. Email to porthr@gorge.net
3. Mail to 1000 E. Port Marina Drive, Hood River, OR 97031.

All quotes must include the completed Quote Form, Quote Sheet and Proof of Competency. Quotes will not be received after 2:00 PM on Tuesday, December 17, 2019. Quotes will be reviewed by Port staff.

The Port of Hood River reserves the right to 1) reject any or all proposals not in compliance with procedures and written instructions if it is in the best interest of the public to do so, 2) seek clarifications of each response, 3) waive informalities in the proposals, 4) choose different proposers for each task, 5) modify the project to fit within budgeted amounts, and 6) negotiate a final contract that is in the best interest of the Port.

Solicitation Laws and Rules

This solicitation and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The solicitation and resulting Contract may be subject to other laws and rules. This is not a Prevailing Wage Project subject to ORS 279C.800 to 279C.870. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules.

Site Examination

The contractor shall visit the sites and fully acquaint themselves with the existing conditions there relating to labor and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. Contractors will not be given extra payments for conditions, which can be determined by examining the site and documents.

The contractor acknowledges that he/she is satisfied as to the nature and location of the work, the various conditions to be encountered and the general and local conditions including, but not limited to, type and condition of units, Scope of Work, access to the buildings and coordination with the Port.

Award

The contract will be awarded by competitive Quotes to the contractor whose Quote will best serve the interests of the Port of Hood River. Price, experience, availability, project understanding and contractor capacity will be taken into account in the evaluation process. Specific criteria to be used for the evaluation will include:

1. Capability and experience of the firm to perform the project work. Recent or current experience in HVAC maintenance comparable to the proposed project(s).
2. Professional qualifications of key personnel including; special training or licenses.
3. Availability of the firm and key personnel for the proposed project.
4. Evaluation of comments received from referenced previous clients.

Please see the attached Selection Committee matrix for points associated with each of the above criteria.

Information to be submitted with Quote:

- a. **Quote Form**
- b. **Quote Sheet**
- c. **Proof of Competency:**
 1. Please include any large, multi-building or agency contract names, sizes of buildings, length of contract, number of staff and dedicated days to project
 2. Include background and training of key staff and maintenance leads
 3. CCB licence number

Exhibits

- A. Scope of Work
- B. Sample Contract
- C. Quote Form
- D. Quote Sheet
- E. Selection Committee Matrix
- F. **List of units**

This page intentionally left blank.

Commission Memo



Prepared by: Fred Kowell
Date: December 17, 2019
Re: Updated Terms and Conditions

At the December 3 Commission meeting, we discussed the update to the BreezeBy Terms and Conditions to reflect needed changes related to “run-throughs” or, non-payment of tolls.

The additions to the Terms and Conditions that relate to those users who do not pay a toll either by running through the toll facility or they allow their BreezeBy account to go negative are included in the attached update.

Under either of these instances, the BreezeBy system will denote the user as a violator and the new License Plate Recognition system will identify the vehicle and the registered vehicle owner and transfer such data to the Breezeby System. A letter will be sent seven (7) days from the initial violation. The letter will state the date, time, lane, direction of such infraction(s) through to the date of the letter and allow the violator ten (10) days to make payment. Included in the letter will be an ancillary charge of \$3 to cover pass-through costs to the Port. The letter will state where the customer may make payment to the Port (via mail, or online portal).

If after ten (10) days payment does not occur, a second letter will be produced that will depict the charges from the first letter and a late fee charge of \$20. Included in the second letter will be notice that payment must be received within thirty (30) days from the date of the second letter or the account will be sent to Collections and that additional related charges may be applied.

If after thirty (30) days payment is not received, a letter will be sent to the registered owner informing them that their past due balance has been transferred to Collections with directions as to where payment may be made. Included in this letter, if the registered owner has an Oregon registered vehicle, Oregon DMV will be notified and a Hold will be placed on their registration. For all other state registered vehicles, Collections will seek payment through their methods of research and trace analysis. Once payment occurs, Collections will inform the Port and the Hold will be released from Oregon DMV.

If approved, the updated Terms and Conditions would take effect January 1, 2020.

RECOMMENDATION: Approve Resolution 2019-20-2, adopting updated BreezeBy Terms and Conditions.

This page intentionally left blank.

**PORT OF HOOD RIVER
Resolution No. 2019-20-2**

WHEREAS, the Hood River-White Salmon Interstate Bridge ("Bridge") is a critical transportation facility in the Mid-Columbia Region, and the Port of Hood River ("Port") must manage, maintain, inspect and operate the Bridge in a safe manner for the long-term use of residents, visitors, and businesses; and

WHEREAS, the Bridge uses an electronic tolling system called Breezeby in which it provides an efficient method of collecting tolls, assists in moving traffic, counting traffic and determining the types of vehicles crossing the bridge, and provide and accounting to such user; and

WHEREAS, the Breezeby system provides the Terms and Conditions as an agreement between the Port and the user of the Breezeby system in crossing the bridge, and the responsibilities of the customer; and

WHEREAS, the benefits to the Breezeby customer in having a discounted toll rate(s), efficient method of crossing the bridge and an accounting of such crossings money spent; and

NOW, THEREFORE, BE IT

RESOLVED, the Port Board of Commissioners hereby adopts the Breezeby Terms and Conditions as an agreement with the user of the Breezeby system in crossing the bridge which provides a toll benefit as well as an ease of crossing the bridge to such user, which shall be effective beginning January 6, 2020;

ADOPTED BY THE PORT BOARD OF COMMISSIONERS on this 17th day of December, 2019.

X _____
John Everitt

X _____
David Meriwether

X _____
Ben Sheppard

X _____
Kristi Chapman

X _____
Hoby Streich

This page intentionally left blank.

Port of Hood River *BreezeBy*
Personal/Business Account Terms and Conditions
Updated December 17, 2019

These Terms and Conditions, together with your Application, constitute the Port of Hood River (“Port”) *BreezeBy* Customer Agreement (“Agreement”) made and entered into by and between you (“Customer”) and the Port under the laws of the State of Oregon. Nothing in this Agreement releases you, the Customer, from civil liability or criminal penalties resulting from failure to abide by applicable Oregon State laws and regulations.

Agreement

Subject to the terms of this Agreement, the Customer will incur a *BreezeBy* toll charge for each use of the *BreezeBy* facility and the Port agrees to provide the Customer with one transponder per household, business and/or address at no charge; cost for additional transponders depends on the type of transponder selected (see 8.0 d. for clarification); to be used at those locations accepting *BreezeBy* electronic toll payment. Failure to pay tolls may result in additional penalties provided by law. Further, by completing the Application, making a payment into your *BreezeBy* account, and using the transponder, you agree to the following terms and conditions:

1.0 Account Information

Good Standing. To keep your account open and in good standing you must:

- a. Keep current your vehicle information, make, model, license plate number and axle counts.
- b. Keep current all personal, demographic, and payment information.
- c. Maintain a positive balance for prepaid accounts.
- d. You may set up a user name and password to review your account online at portofhoodriver.com on the *BreezeBy* Electronic Tolling page.
- e. Statements: You have the option of receiving monthly or quarterly statements. There will be a fee of **\$1.00 per hard copy paper statement** mailed. Email statements are delivered at no charge.

Closure. Your account may be closed when:

- a. Your request to close the account has been received in writing:
Any remaining balance in a registered account will be refunded, without interest, less any outstanding administrative fees owed. Refund will be by the original method of payment, when possible, and will occur within fifteen (15) days of your account closure request.
- b. The account shows a negative or zero balance:
 1. Any negative balance for outstanding tolls and fees must be paid in full immediately or may be subject to collection procedures and legal action by the Port.
 2. There has been no activity for twenty-four (24) consecutive months:

- a. A “Notice of Inactivity” will be sent after eighteen (18) months of inactivity. After twenty-four (24) months of inactivity, the account will be closed. Any remaining balance in a registered account will be refunded via the registered method of payment, without interest and less any outstanding administrative fees. (See section 8.0)
3. Refund: If your address or payment information filed with the Port is incorrect or has changed and the Port owes you a refund, the Port may hold your refund to pay you in person at the Port office, or upon your request the Port may agree to pay your refund in another manner.

2.0 Automatic Account Replenishment

If you arrange for Automatic Account Replenishment, you agree to the following:

- a. You acknowledge that your signature is required to enroll or terminate your participation in the Automatic Account Replenishment.
- b. You agree to maintain a valid payment method on file with the Port.
- c. Account replenishment can be established by debit or credit card. When your account balance falls below the minimum balance, the account will automatically be replenished for a minimum of \$20, or as otherwise identified on your account application.
- d. If your automatic payment method is declined or otherwise unable to process, you will see a yellow light as you pass through the toll plaza. This is your notification of failure to replenish. A response to avoid charges to the account. If your automatic payment method is declined for more than ten (10) days, your account will be changed to manual replenishment, and your account may be inactivated and you will receive a red light at the toll facility. You must contact the Port to re-establish automatic replenishment.
- e. The Port may adjust replenishment amounts based on a Customer’s usage patterns over the prior three (3) months. Prior to such adjustment, customers will be notified by the Port and may contact the Port to decline this replenishment option.
- f. Interest will not be paid on prepaid account balances or deposits.
- g. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance.

3.0 Manual Account Replenishment

Payments may be made via phone when using a debit or credit card. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance. If you do not choose the Automatic Account Replenishment option, you must maintain and replenish your account and agree to the following:

- a. Payment for replenishment may be by credit or debit card, check, money order, or cash payment made in person at the Port office. **Do not send cash in the mail.** The Port reserves the right to refuse counter or temporary checks. If check payments are returned for insufficient funds, the account holder will be charged a fee of \$25.00 and may be required to replenish their account with certified funds or cash for future transactions, and may be liable for statutory damages and Port attorney fees.
- b. If your account falls below \$10.00 you will see a yellow light. If your account balance falls below zero dollars your account will be inactivated and you will see a red light.
- c. Manual payments may require 5-7 business days from receipt to process.
- d. Interest will not be paid on prepaid account balances or deposits.

4.0 Transponder Usage

- a. Installation. You agree to install, display, and use the transponder in accordance with the instructions provided to you by the Port.
- b. Delivery. *BreezeBy* Account transponders may be picked up at the Port Office at 1000 E. Port Marina Drive, Hood River, Oregon or for those living near Cascade Locks at 427 SW Portage Rd., Cascade Locks, Oregon. *BreezeBy* transponders will **not** be available for pick up at the tollbooth. *BreezeBy* transponders will become active for use the within one hour from the time of issuance.
- c. Speed and Tailgate. *BreezeBy* lanes have gates which optimally work at a pass-through speed between 5-10 miles per hour. **Do not exceed this speed or tailgate.** This interferes with the *BreezeBy* scan and gate control.
- d. Lights. The light should turn green as soon as the transponder signal has been read. A yellow light indicates your balance is below \$10.00; you need to add funds to your account as soon as possible, either by cash, check or credit/debit card or online using the *BreezeBy* app. While yellow there is still a balance on your account; no payment is required to pass. A red light indicates that your account balance is now negative and your account has been suspended. You must pay cash to cross at this time. **DO NOT** back out of a *BreezeBy* lane.
- e. Receipts. You understand and agree that you will not receive a receipt for individual transponder transactions.
- f. Charges. You understand and agree that electronic payment via *BreezeBy* will be calculated based on the number of vehicle axles detected by the system in the lanes. **All lanes are available for use by *BreezeBy* customers.**
- g. Replacement. If your transponder malfunctions the Port will replace it without charge within three years of issue date unless the transponder is defaced, altered, damaged, or shows other

signs of misuse, as determined by the Port. Otherwise, a fee to cover the transponder replacement cost will be assessed.

- h. Lost or Stolen. If your transponder is lost or stolen you must notify the Port immediately, either in person at the Port office, mail, fax or email to Porthr@gorge.net. You are responsible for all charges on your account until notification is received by the Port. All transponders will be replaced at cost.

5.0 Disputes

You may contest fees and tolls applied to your account by submitting your dispute to the Port in writing within ninety (90) days of the transaction in question. Disputes will be accepted either in person at the Port office, by mail, fax, and email to porthr@gorge.net. If the fee or toll is rescinded or adjusted, your account will be credited. Refunds will be issued to the credit card on file. Refunds will be issued within 30 days of approved request. The Port may deny reimbursement for a credit card charge if the credit card holder has not followed disputed charge procedures required by the cardholder's credit card use agreement.

6.0 Video Tolls (Vtoll)

A Vtoll is a bill for the use of a BreezeBy toll lane when the person fails to pay the required toll either via electronic toll collection or manual payment at the toll facility. It may also occur when a BreezeBy customer's account has a negative balance or has insufficient funds.

- A. If an vehicle license plate passes through the toll facility without payment being made either via manual toll collection or electronic tolling or a negative balance in a BreezeBy account, the VToll system will transmit a letter/invoice to the registered owner of the vehicle passing through the toll facility, seven (7) days from the initial occurrence. The customer will have ten (10) days from the date of the letter/invoice to make payment based upon the methods (ie check by mail, phone in payment, online BreezeBy app payment) outlined in the letter. The invoice will have an ancillary fee of \$3 per invoice. The ancillary fee is charged to recover pass-through costs to the Port for the ability to issue an invoice to a customer.
- B. If payment is not received after the ten (10) day payment period, a second letter/invoice will be issued to the customer charging a late fee of \$20 in addition to the tolls, and ancillary fee outlined in the first letter/invoice. The second invoice will instruct the customer where and how payment can be made. The second invoice will allow for 30 days for payment to occur before the account is sent to Collections.
- C. A third letter/invoice is sent to the customer if payment has not been made 30 days from the date second letter/invoice. This letter will instruct the customer that their account is now being transferred to Collections and a list of Collection fees that will be added to this account.

- D. When a Oregon registered vehicle is sent to Collections, to the extent possible under applicable law, a Hold will be placed on the registration with Oregon DMV. This hold will be removed once payment is made.

6.0 Termination

The Port reserves the right to deactivate any *BreezeBy* account at any time with regard to violations to the Terms & Conditions of this agreement. This will include but not limited to misuse of a transponder, excessive speed, tailgating, and continued use of the bridge without payment. The Port may agree or refuse to reactivate a suspended account at the Port's discretion. Use of a *BreezeBy* transponder on a suspended or terminated account may result in the Account Holder being subject to civil penalties and/or criminal prosecution for toll evasion.

You may suspend your account by notifying the Port by email or in writing. You must also notify the Port by email or in writing when you wish to reactivate the account.

Either the Port, or you the Customer, may terminate this Agreement at any time and for any reason by written notice to the other party, hand delivered, mailed or emailed. If your account is terminated, the Port will refund any amount in your account remaining after tolls, costs, and fees have been paid within fifteen (15) days of notification. No refunds may be provided for unregistered accounts.

7.0 Administrative and Ancillary Fees

An administrative fee may be applied under the following circumstances:

- a. After twenty-four (24) consecutive months of no toll activity, your account may be terminated by the Port and assessed a \$10.00 administrative fee. Any remaining funds after the account has been closed will be refunded without interest.
- b. Returned check fee of \$25.00.
- c. Statement Fees – There will be a statement fee of \$1.00 per Hard Copy paper statements mailed. There will be no charge for Email statements.
- d. Port administrative fees and charges are subject to change. Current and future administrative fees and charges will be posted at the Port office, online at portofhoodriver.com, and included with your account statement.
- e. Ancillary fees include fees charged by outside agencies to assist the Port in identifying the registered owners from the license plates crossing the Hood River bridge without payment. The ancillary fee are subject to change but as of this date they are \$3 per invoice.

8.0 Amendments

The Port may periodically make changes to the Terms & Conditions of this Agreement. You will receive notice of any such changes via email, on your account statement, and/or at the Port Office upon request. Notices will also be posted on the Port website. Use of your transponder beginning ten (10) days after such Port notice is provided shall constitute your agreement to the amended Terms and Conditions of the Agreement.

9.0 Liability

The Port and any other agency using BreezeBy shall have no obligation or liability to the Customer with respect to use or performance of the transponder. The Customer agrees to indemnify and hold the Port, its commissioners, employees and agents, and all other affected agencies, their agents, representatives, and respective employees harmless from and against any damage, loss, cost, expense, injury, or liability relating to, arising from, or as the result of use or the performance of the transponder or as the result of inaccurate customer account information.

10.0 Oregon Law

Oregon law shall govern this agreement and all customer activities related to this agreement. Any legal action filed to interpret or enforce this agreement shall be filed in Hood River County, Oregon Circuit Court.

11.0 Port Notice

Notice will not be considered received by the Port during non-business hours. Notice may be handdelivered to a Port employee at the Port Office or mailed to the Port Office located at 1000 E. PortMarina Drive, Hood River, Oregon; may be emailed to the Port at porthr@gorge.net; or may be faxed to the Port at 541-386-1395 and will be considered received when entered into Port records.

Privacy of Information

The BreezeBy Privacy Policy is subject to the requirements of State and Federal law and may be amended at any time in accordance with applicable statutory requirements. Notice of any changes to this Privacy Policy will be available via email, on your account statement, and/or at the Port Office. Notices will also be posted on the web site. Enactment or changes of laws which affect the Port's Privacy Policy will not be considered an amendment which requires customer notice. The Port of Hood River will not sell or share the *BreezeBy* customer list with outside marketers.

The Port will only collect and retain customer information which the Port deems necessary and essential to properly conduct and record transactions, deposits, and fees and to inform Customers of their account status and/or changes to this Agreement.

In addition, the Port may periodically send via email bridge traffic alerts including delays due to bridge lifts or maintenance projects and other information relevant to your BreezeBy account.

Information collected by the Port relative to an individual customer's usage will not be released except under the following circumstances:

- a. In response to a court order for specific information.
- b. At the request of authorized law enforcement officials/agencies in the conduct of criminal investigations.
- c. At the request of the individual account holder with proper identification.
- d. As reasonably necessary to collect unpaid tolls.
- e. Or as otherwise required by law.

PORT OF HOOD RIVER PRIVACY POLICY

This Privacy Policy describes the collection, use and security of the information obtained by the Port of Hood River ("Port") and other Agencies using BreezeBy from users of the *BreezeBy* system for efficient and effective operations of the Electronic Toll Collection System. This policy is consistent with Federal and State laws governing an individual's rights to privacy.

Personal Information Collected

Port collects personal information to facilitate enrollment processing, account maintenance and to better serve *BreezeBy* accounts. Examples of personal information include a user's name, address, telephone number, email address, credit card number and expiration date, license plate number or other information that personally identifies a *BreezeBy* user. Port obtains this personal information from applications or other forms submitted to Port. Port may also obtain information about a *BreezeBy* user from other sources, such as the Department of Motor Vehicles ("DMV") to ensure that records are correct and complete.

How Personal Information is Used

Personal information will only be used by the Port for the purpose of administering a *BreezeBy* user's account and managing the *BreezeBy* operations. In the course of administering *BreezeBy* accounts, the Port may disclose personal information to third party service providers for the purpose of operating the *BreezeBy* program (e.g. DMV, courts, credit card account processors or collection agencies); otherwise, personal information will not be disclosed to third parties, except as required by law or

ordered by a court of competent jurisdiction. Information about a *BreezeBy* user's use of the Electronic Toll Collection System, but which does not personally identify a user, may be disclosed to others to generate statistical reports for the purpose of managing the *BreezeBy* operation.

Security

Port will take commercially reasonable precautions to safeguard personal information through physical, electronic and procedural means. The Port will treat *BreezeBy* user information confidentially and request third party service providers who receive information from the Port to in the same manner or to be in compliance with the PCI industry regulations pertaining to payment card information.

BreezeBy users retain the right to review and edit all of their personal information pertaining to their accounts, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the Port of Hood River office, 1000 E. Port Marina Drive, Hood River OR 97031 by person, by mail, by fax, or by email. Port may adopt procedures for review of such information, including but not limited to charging a fee for processing requests for access to personal information.

Policy Amendments

Port reserves the right to amend this Privacy Policy at any time. If the Privacy Policy is amended the revised policy will be posted on the Port website portofhoodriver.com.

Effective Date

The effective date of this updated Privacy Policy is May 30, 2017.

Attachment 'A'
2018 Toll Rates
Approved: December __, 2017
Effective February 1, 2018

Cash Tolls

Class 0 Vehicles (Motorcycles)	\$ 1.00
Class 1 Vehicles	\$ 2.00
Class 2 & above Vehicles (per axle)	\$ 3.00

Electronic Tolls

Class 0 Vehicles (Motorcycles)	\$ 0.75
Class 1 Vehicles	\$1.00
Class 2 Vehicles (per axle)	\$ 2.00