



PORT OF HOOD RIVER COMMISSION
AGENDA
Tuesday, July 14, 2020
Via Remote Video Conference, Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment (*Genevieve Scholl – Page 3*)

 2. Consent Agenda
 - a. Approve Minutes of June 16 Regular Session (*Maria Diaz – Page 3*)
 - b. Approve Contract with Summit Strategies for Federal Lobbying Services (*Kevin Greenwood, Page 9*)
 - c. Approve Reappointment of Legal Counsel, Auditor, and Insurance Agent of Record for FY 2020-21 (*Fred Kowell – Page 17*)
 - d. Ratify Amendment No. 1 to Contract with Liz Olberding, Architect for Architectural Design Services in the Port Office Building (*Michael McElwee – Page 19*)
 - e. Approve Amendment No. 4 to Contract HRT Security Services at Waterfront Properties (*Michael McElwee – Page 25*)
 - f. Ratify Vehicle Purchase Contracts (*Fred Kowell – Page 29*)
 - g. Approve Rental Agreement with Rob Arnold in Jensen Building (*Anne Medenbach – Page 31*)
 - h. Approve Addendum No. 1 to Lease with Hood River Distillers in the Maritime Building (*Anne Medenbach, Page 35*)
 - i. Approve Utility Easement with City of Hood River at the Halyard Building (*Anne Medenbach, Page 39*)
 - j. Approve Intergovernmental Agreement with Hood River County for History Museum Irrigation System Repairs and Maintenance (*Michael McElwee – Page 51*)
 - k. Approve Task Order No. 10 with HDR Engineering for On-Call Engineering Services (*Michael McElwee – Page 57*)
 - l. Approve Accounts Payable to Jaques Sharp in the Amount of \$18,600 (*Fred Kowell – Page 63*)

 3. Presentations & Discussion Items
 - a. Preliminary Design Review of Commercial Airport Hangars (*Anne Medenbach, Page 67*)
 - b. Financial Report for the 11 Months Ending May 30, 2020 (*Fred Kowell, Page 77*)
 - c. Airport Advisory Committee Discussion (*Anne Medenbach, Page 87*)

 4. Report Items
 - a. Bridge Replacement Update (*Kevin Greenwood, Page 97*)

 5. Director's Report (*Michael McElwee – Page 107*)

 6. Commissioner, Committee Reports

 7. Action Items
 - a. Ratify Change Order No. 1 with Tapani, Inc. for the N. Apron Rehabilitation Project (*Anne Medenbach, Page 127*)
 - b. Approve Contract with Competitive Commercial Roofing for Big 7 Building ReRoof Project Not to Exceed \$211,497 and Authorize Total Spending Authority of \$253,000 (*Anne Medenbach, Page 145*)
 - c. Approve IGA with Hood River County for Hood River County Energy Plan (*Michael McElwee, Page 165*)

 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 and ORS 192.660(2)(i) to review and evaluated the employment-related performance of the chief executive officer.

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 June 19, 2020 Regular Session
 Via Remote Videoconference and 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, Hobby Streich, David Meriwether, Kristi Chapman and Ben Sheppard; Legal counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Daryl Stafford and Maria Diaz. Guests; Hal Hiemstra, Kate Schroeder, Amanda Deering, and Garth Appanaitis
Absent: None
Media: Emily Fitzgerald

1. **CALL TO ORDER:** President John Everitt called the regular session to order at 5:04 pm.
 - a. Modifications to agenda:
 1. Add action item to approve grant application with the State of Oregon for COVID-19 reimbursement for direct expenses.
 - b. Public Comment- Emails included in Commissioner’s Packet, no verbal public comment received.

2. **CONSENT AGENDA:**
 - a. Approve Minutes of May 19, 2020, and June 6 Regular Session and Budget Hearing
 - b. Approve Contract with Boswell Consulting for Washington Lobbying Services
 - c. Approve Contract with Thorn Run Partners for Oregon Lobbying Services
 - d. Approve Amendment No. 2 to Contract with Walker|Macy for Architectural Services Related to the Steve Gates Memorial Project
 - e. Approve Accounts Payable to Jaques Sharp in the Amount of \$19,765

Motion: Move to Approve Consent Agenda
Move: Streich
Second: Sheppard
Discussion: None
Vote: Unanimous

3. **PRESENTATION AND DISCUSSION ITEMS:**
 - a. **Federal Advocacy Report, Hal Hiemstra, Summit Strategies:** Kevin Greenwood briefly noted three government advocacy contracts and highlighted Brad Boswell, representing the Port in Olympia and Dan Bates, representing in Salem. Greenwood introduced Hal Hiemstra, principle partner of Summit Strategies, the Port’s representative in Washington D.C. First, Hiemstra reported on spending bills for COVID-19 offered or passed by Congress. He noted these updates would support Medenbach support of tenants and the business community. Hiemstra said, in last year, his focus has been on positioning the Bridge Replacement Project in the Transportation Bill and at the Federal Level for grant funding. Hiemstra noted two federal grants, the INFRA Grant and the BUILD Program, and reminded Commission had authorized staff to submit grant proposals for both programs. Hiemstra highlighted the INFRA grant would be a challenging grant

to receive. Hiemstra noted the great support within the Congressional delegation and said that they had been impressed with the project's advocacy by members. Hiemstra stated other efforts are directed at Senate and House level for the Water Resource Development Act, that addresses the Army Corps of Engineers projects. Hiemstra highlighted Peter Defazio's under 500 billion proposal for the Reauthorization Transportation Bill that is accepted for bridge funding and Projects of State and Regional Significance in which the Port is well-positioned for funding. Lastly, Hiemstra stated the potential impacts on the Reauthorization Transportation Bill because of the November elections and highlighted the benefits of outreach to future candidates.

- b. **Kate Schroeder, Executive Director of the Hood River Chamber of Commerce.** Ms. Schroeder briefly reported on Hood River County Chamber of Commerce services during COVID-19, focusing on being a resource to their members and the community providing information on available support programs such as the PPP. Genevieve Scholl commended the Chamber's staff for their work and support to the business. McElwee sought from Schroeder her thoughts in regards to business that might be in financial trouble, and Medenbach asked Schroeder for information on companies and their employees appearing to be coming back to work. Schroeder responded that she sensed that companies were bringing back employees and that companies were hopeful for a financial recovery during the summer months.
- c. **Waterfront Traffic Study Report – DKS Associates.** Garth Appanaitis noted the presentation would be focused on a brief recap of the April presentation, the development, testing and findings, and future steps to the scenarios identified. Appanaitis recapped that the work performed from 2007 and 2011 was the Transportation System Plan and the Interchange Area Management Plan (IAMP). He noted the current work has been to check the status of the triggers and developments identified in the past. Appanaitis said a key outcome of the IAMP was that it identified five locations within the transportation improvement plan, when they were likely to occur, and noted two sections directly related to the Waterfront development. He stated the current work included new traffic counts collected at the beginning of the year to update the models and get a preliminary analysis. Appanaitis highlighted a hotel on Barman property, Lot #1 development, and Maritime Building redevelopment as three scenarios to consider based on prior planning work. He noted total PM trips for each site and emphasized the trips-in would potentially impact 2nd/Riverside, and trips-out would potentially impact 2nd/Oak. Appanaitis reviewed that all the mentioned scenarios with current trip counts presented to be at or below the trigger threshold of 600 vph for the 2nd/Oak location. The additional trips for the 2nd St/Riverside location current status showed a minimal change for its capacity of the trigger threshold of 500 vph. Appanaitis recapped the two IAMP improvement intersections are the most directly tied to waterfront traffic and activity. 2nd/Oak right at the fringe of being trigger and 2nd St/Riverside improvements not likely to be immediately triggered with scenarios considered. Appanaitis noted future steps were to collect traffic counts with representative recreational activity, vital coordination with ODOT, and City TSP update and full model update.
- d. **Financial Report for 10 Months Ended April 30, 2020.** Fred Kowell reported with no surprise that traffic remained low and recapped the report in late March, estimated a loss of \$618k due to no tolls. Currently report is \$620k by the end of June. Kowell emphasized traffic continues at lower levels than anticipated. Kowell noted the Port was at 83% of the expenditure budget. Revenue at

67% instead of the 83% predicted. Kowell highlighted operating revenues against operating expenses tracking well and also noted coming future budget transfers.

e. Bridge Replacement Report: Report accepted.

- a. **Bi-State Working Group Progress.** Greenwood briefly highlighted the Bi-State Working Group meetings and the structure of their current meetings. Greenwood noted the group had met several times with Steve Siegel and has been working on developing a long-term strategy for regional management of the new bridge. Greenwood briefly reviewed the various governance types. He highlighted the bi-state compact as the most likely governance structure, developing an all-agency Memo of Understanding for the interim, and developing a work plan for moving the effort forward.

4. DIRECTOR’S REPORT- McElwee sought input for the July meeting schedule. He offered July 14, 2020, as the single Commissioner's meeting for the month. Commission consensus for single July 14, 2020, meeting. McElwee commended Marcela Diaz, Jana Scoggins, Esperanza Perez for the tremendous volume of work. He noted Patty Rosas as the new hire as well as two new toll collectors. McElwee highlighted the near completion of the audit and thanked Scoggins and Kowell for their work. McElwee informed the American Cruise Line interest to continue to operate. McElwee said the Nichols Basin new dock ramp install is near completion. Kowell highlighted current numbers and staff workload due to invoices for the AET implementations. Commissioner Sheppard thanked Port's staff for their work and sought information regarding a possible shortage of maintenance staff.

5. COMMISSIONER, COMMITTEE REPORT- None

6. ACTION ITEMS:

a. Approve Resolution No. 2019-20-9 Adopting the Fiscal Year 2019-2020 Budget Transfer

Motion: Approve Resolution No. 2019-20-9 Adopting the Fiscal Year 2019-2020 Budget Transfer

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

b. BE IT RESOLVED that the Board of Commissioners for the Port of Hood River hereby adopts the budget for fiscal year 2020-21 in the total of \$40,755,700 and hereby imposes the taxes provided for in the adopted budget at the rate of \$0.0332 per \$1,000 of assessed value of all taxable property within the district.

Motion: BE IT RESOLVED that the Board of Commissioners for the Port of Hood River hereby adopts the budget for fiscal year 2020-21 in the total of \$40,755,700 and hereby imposes the taxes provided for in the adopted budget at the rate of \$0.0332 per \$1,000 of assessed value of all taxable property within the district

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

7. COMMISSION CALL: None.

8. EXECUTIVE SESSION:

President John Everitt recessed Regular Session at 7:30 pm to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

9. REGULAR SESSION: President John Everitt closed Executive Session at 9:31 to call Commission back into Regular Session.

10. POSSIBLE ACTION:

a. Approve Lease with Columbia Gorge News, LLC for 809 Square Feet at 600 E. Port Marina Way.

b.

Motion: Approve Lease with Columbia Gorge News, LLC for 809 Square Feet at 600 E. Port Marina Way.

- Move: Streich
- Second: Chapman
- Discussion: None
- Vote: Unanimous

b. Approve Amendment No. 3 to Lease with Electronics Assemblers, Inc. which adds Suite 402 B to the existing Lease.

Motion: Approve Amendment No. 3 to Lease with Electronics Assemblers, Inc. which adds Suite 402 B to the existing Lease.

- Move: Streich
- Second: Sheppard
- Discussion: None
- Vote: Unanimous

12. ADJOURN 9:33 pm.

Motion:

Motion to adjourn the meeting

Vote: Unanimous

MOTION CARRIED

The meeting adjourned at 9:33 pm.

Respectfully submitted,

Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

This page intentionally left blank.

Commission Memo

Prepared by: Kevin Greenwood
Date: July 14, 2020
Re: Summit Strategies Consulting Personal Services Contract (PSC)



Summit Strategies has provided government affairs services in Washington, D.C. for the several years. The current personal services contract expired at the end of June 2020. The FY20-21 PSC is for \$85,000. Hal Hiemstra, Principal Partner, attended the June 16th meeting to discuss plans for the coming year. This amount is included in the Port's FY20-21 budget.

RECOMMENDATION: Approve the Personal Services Contract with Summit Strategies for government affairs services in an amount not to exceed \$85,000.

This page intentionally left blank.

**PORT OF HOOD RIVER
PERSONAL SERVICES CONTRACT**

This agreement is between the **Port of Hood River**, an Oregon Municipal Corporation ("Port") and, Summit Strategies Government Affairs LLC ("Contractor").

For mutual consideration, Port and Contractor AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** Contractor shall furnish at its own expense, all labor, services, material and work for the completion of the work described in this contract, and as set out in Exhibit A attached to this contract. Exhibit A reflects the Scope of Services for providing General Government Affairs Representation on behalf of the Port of Hood River.

2. **TIME OF PERFORMANCE.** Contractor shall commence performance of this contract upon execution of the contract by both parties and Contractor's compliance with the insurance requirements set forth in paragraph 4 below. This contract shall be for the period July 1, 2020 through June 30, 2021.

3. **PAYMENT.** Port agrees to pay Contractor a monthly retainer in the amount of \$7,083.33 for professional services and satisfactory completion of the work.

The Port will also reimburse Contractor for reasonable expenses for travel, lodging, meals, communication, postage, and printing associated with the contract.

4. **INSURANCE.** Contractor shall provide and maintain at its expense professional liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. Any deductible shall not exceed \$25,000 each claim, incident or occurrence.

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the Port.

5. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including those on Exhibit A that is attached hereto and by this reference made a part hereof.

6. **INDEMNITY.** Contractor shall defend, save and hold harmless the Port, their officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.

7. **OWNERSHIP OF WORK PRODUCT.** All work products of the Contractor that result from this contract are the exclusive property of the Port.

8. **NONDISCRIMINATION.** Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

9. **SUCCESSORS IN INTEREST.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

10. **FORCE MAJEURE.** Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

11. **SEVERABILITY.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

12. **ACCESS TO RECORDS.** The Port and its duly authorized representative shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcript.

13. **TERMINATION.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person. The Port may terminate this contract effective upon delivery of written notice to the Contractor or at such later date as may be established by the Port under any of the following conditions:

- (i) If the Port funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- (ii) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

14. **EXTRA WORK AND MATERIALS.** Contractor shall do any work and furnish any materials not specifically provided for and which may be found necessary or advisable for the proper completion of the work or the purposes thereof. In no case shall Port pay for any such work or materials in excess of the amount stated in this contract unless ordered by Port in writing as a change order. Then payment will only be made when an itemized claim therefore is presented to Port for allowance at the close of the phase of work in which the same has been done or furnished. Otherwise, all claims for such work or materials shall be absolutely waived by Contractor, and Port shall not be required to allow payment for the same or any part thereof.

15. **ACCEPTANCE OF WORK.** No act of Port or any representative of Port directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by a written acceptance there, issued by Port. Contractor's acceptance of any such payment shall be deemed full payment and settlement of all claims of account of work done for the work under this contract. Prior to final payment, Contractor agrees to certify that Contractor has

paid all claims for materials provided or labor performed in full. No waiver of any breach of this contract by Port or anyone acting on its behalf shall be held as a waiver of any other subsequent breach. Any remedy provided herein shall be taken as cumulative

16. **SUBCONTRACTORS.** Contractor shall not enter into any subcontracts for any of the work scheduled under this contract or assign or transfer any of its interest in this contract, without the prior written consent of the Port.

17. **WRITTEN PROVISIONS.** The written provisions of this contract shall supersede all prior verbal statements of any officer or other representative of Port, and such statements shall not be effective or by construed as entering into or forming a part of, or altering in any manner this contract or the contract documents. Contractor's oral explanations and representation to Port prior to entering into this contract have been a material inducement to Port to enter into this contract. Contractor shall be bound to perform the contract work in accordance with oral representations, to the extent not included in this written contract, in addition to all of the written provisions of this contract.

18. **NON-WAIVER.** Failure by Port at any time to require strict performance by Contractor of any provision of this contract shall in no way affect the Port's rights hereunder to enforce the provision, nor shall any waiver by Port of any breach of any provision hereof be held to be a waiver of any succeeding breach or as a waiver of the provision itself.

19. **LEGAL ACTION.** In the event of any suit, action or proceeding relating to any rights, duties or liabilities arising hereunder, the prevailing party shall be entitled to recover such sums as an arbitrator (if arbitration is agreed to by both parties), or a court, including any appellate court, may judge reasonable attorney fees in addition to any costs of arbitration, or costs and disbursements provided by statutes in any legal action.

This agreement is entered into between the parties, by a person who has been duly authorized to sign for each party, on this ____ day of _____, 2020.

PORT OF HOOD RIVER

SUMMIT STRATEGIES GOVERNMENT AFFAIRS, LLC

BY: _____
Michael McElwee

BY: Hal Hiemstra
Hal Hiemstra

Executive Director

Partner

**Exhibit A
GENERAL SCOPE OF WORK
Summit Strategies Federal Representation
For
Port of Hood River**

The following is a list of issues Summit Strategies Government Affairs LLC (Contractor) will pursue on behalf of the Port of Hood River. Port acknowledge that the priorities in this Exhibit will be determined collectively by the parties to this Agreement. Participants acknowledge that additions and/or deletions of priorities, either recommended by parties to this Agreement or dictated by pending legislation or federal funding opportunities, may be made from time-to-time.

Basic Services

Matter 1: General Representation Summit will regularly prepare Congressional updates on issues of importance to the Port and include within those updates, recommendations about ways the Commission or Commissioners can share their perspectives with Members of Congress (e.g. letters to Congress or personal visits with Members of Congress or their staff). Summit will also be available to periodically meet with Port Commissioners for in-person briefings and to answer questions about progress on advancing Port matters. Summit will schedule meetings and participate with Port in outreach efforts associated with annual PNWA's Mission to Washington (typically in March of each year), and coordinate any additional trips to DC or familiarization trips to Hood River by congressional members or agency representatives, and their staff. Summit will also represent the Port's interests during Congressional consideration of the reauthorization of WRDA, funding opportunities for light industrial development, and ongoing Congressional consideration of emergency funding bills associated with the federal response to the Coronavirus, including efforts to reimburse transportation providers like the Port for lost revenue resulting from stay at home orders now being carried out in the community. Summit will also be available to advise the Port on implementation issues associated with previously passed Coronavirus emergency spending bills, as well as issues that might arise concerning aviation issues at Ken Jernstedt Airfield.

Matter 2: Federal Appropriations and Discretionary Funding Monitoring – Summit will continue to regularly monitor the federal appropriations process and identify possible opportunities for earmarked funding should Congress consider specific project funding in federal appropriation funding cycles. Should such opportunities emerge, Contractor will advise the Port of this development. Contractor will also continue to monitor on a regular basis, federal Notices of Funds Availability (NOFA) announcements and bring discretionary grant funding opportunities to the attention of the Port when opportunities reflect Port priorities. Should the Port decide to apply for any discretionary funding, at the Port's request, Summit will be available to coordinate Congressional letters of support for those applications.

Basic Services Fee: \$42,000

Matter 3: Bridge Replacement Services

- A. Continue to meet with and update IPIC, USDOT Policy Development staff re EIS efforts associated with Hood River Bridge Replacement project. Maintain regular communication with Bridge Replacement project Director, review monthly updates and periodic from the Port and share relevant materials and updates with Congressional and Administration contracts. (\$6,000)
- B. Continue outreach to FHWA and Build America Bureau re TIFIA, P3, and other innovative financing (\$6,000)

- C. Continue outreach to FHWA and Build America Bureau staff re TIFIA, P3, and with USDA Rural Development staff to explore innovative funding options for the Hood River Bridge Replacement project. (\$6,000)
- D. Continue to arrange for and advise Port Officials on up to two lobby trips to Washington, D.C. (\$10,000)
- E. Monitor Administration and Congressional negotiations over Infrastructure and Coronavirus emergency funding and advise port officials about same. (\$6,000)
- F. Monitor Congressional consideration of the FAST Act Re-authorization and advise Committee staff and delegation staff about the Port's position, providing written recommendations about same when appropriate. (\$9,000)

Bridge Replacement Services Fee: \$43,000

Total Annual Contract and Retainer: \$85,000

Commission Memo



Prepared by: Fred Kowell
 Date: July 14, 2020
 Re: Annual Reappointments – Legal Counsel, Auditor, Insurance Agent of Record

Legal Counsel Reappointment -- Section 15 of the Port’s Governance Policy states an attorney shall be selected by the Commission and that the adequacy and cost/benefit of legal counsel shall be reviewed every five years (or fewer if circumstances so dictate). The Commission approved a Legal Services Agreement with Jaques Sharp Attorneys at Law (“Jaques”) at the January 6, 2015 meeting and this Agreement is valid until terminated by either party. No action is required at this time to reappoint Jaques.

Auditor Reappointment -- Section 16 of the Governance Policy states an auditor shall be selected and appointed by the Commission and retained on a yearly retainer fee; and that the adequacy and cost/benefit of the auditor shall be reviewed every five years or fewer if circumstances dictate. Pauly Rogers and Company, P.C. was retained in 2012 to audit the Port’s financial statements for the fiscal years ending June 30, 2012 through June 30, 2014, with options to audit financial statements for each of the three subsequent fiscal years. The reappointment provides an opportunity for the Commission to have a discussion with staff regarding audit services that are provided to the Port. Action to reappoint Pauly Rogers and Company, P.C. as the Port’s audit firm for FY 2020-21 is recommended.

Insurance Agent of Record Reappointment – Section 17 of the Governance Policy states an Insurance Agent(s) of Record shall be selected and appointed by the Commission. The section further states that Requests for Proposals (“RFP”) shall be solicited every five years. Columbia River Insurance (“CRI”) has served as the Port’s insurance agent for many years. During this fiscal year, the Commission will need to consider giving direction to the Executive Director and/or the President regarding a RFP solicitation. Until that direction is received, staff recommends reappointing CRI as the Port’s insurance agent for FY 2020-21.

RECOMMENDATIONS:

1. Approve reappointment of Columbia River Insurance as Insurance Agent-of-Record for FY 2020-21.
2. Approve reappointment of Pauly Rogers and Company, P.C. as Auditor for FY 2020-21.

This page intentionally left blank.

Commission Memo



Prepared by: Michael McElwee
Date: July 14, 2020
Re: Liz Olberding, Architect Contract Amendment

At the March 17th regular meeting the Commission approved a contract with architect Liz Olberding to prepare final plans and specifications for targeted interior improvements within the Port's offices. This work is underway and includes plans for expansion of the Server Room, relocation of the Counting Room and Storage Room, and relocation of the Lost & Found Room. These changes would increase back office support capacity for the Port of Cascade Locks Breeze-By system, increase usable space for front office operations and improve security for cash handling.

Due to the risks associated with COVID there is a need to consider greater separation of employees in the front office. And, looking ahead to when the office will again be open to the public, staff believes that additional changes may be appropriate to separate the front desk from the rest of the office work area. For these reasons, it is appropriate to add the front office area to the architect's scope.

The attached contract amendment would allow the architect to work with staff and consider layout changes to the front office. Because such changes could be added to the plans now being prepared I have signed the amendment.

Bidding and construction of the project could take place this winter, subject to budget availability and Commission approval.

RECOMMENDATION: Ratify Amendment No. 1 to personal services contract with Liz Olberding, Architect for architectural services associated with the Port Office Interior Improvement Project not to exceed \$2,720.

This page intentionally left blank.

**AMENDMENT NO. 1
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 1 to a Personal Services Contract (“Contract”) is entered into by and between Liz Olberding, AIA (“Contractor”) and the Port of Hood River (“Port”).

RECITALS:

WHEREAS, Contractor and Port entered into Contract dated March 27, 2020 for architectural services necessary to re-model certain interior spaces at the Port of Hood River Office Building (“Work Scope”) for an amount not to exceed \$22,000 (“Original Contract Price”); and

WHEREAS, Port has requested that Contractor’s Scope of Work increase to include additional architectural services to include re-configuration of the front office in response to social distancing associated with COVID-19 and noise issues resulting in an addition to the Original Contract Price; now, therefore

Port and Contractor agree that Contractor shall provide additional architectural services listed in Attachment ‘A’ for an amount not to exceed **\$2,720** resulting in a total Contract Price not to exceed **\$24,720**; and

Port and Contractor further agree that the term of the contract shall be extended through January 5, 2021.

Except as changed by this Amendment No. 1, all terms of the Contract remain unchanged and in effect.

Liz Olberding

PORT OF HOOD RIVER

Liz Olberding, AIA

Michael S. McElwee, Executive Director

Date: _____

Date: _____

101 State Street
Hood River, OR 97031
(907) 230-9817
liz@owarch.com
EIN: 81-200720

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

This page intentionally left blank.

LIZ OLBERDING ARCHITECT

DATE: June 21, 2020

TO: Michael McElwee, Executive Director
The Port of Hood River
1000 E. Port Marina Dr.
Hood River, Oregon 97031

RE: Port of Hood River – Office Tenant Improvement
Scope and Fee for Architecture & Engineering Services
Addition of Front Office Improvements

Michael,

I am writing to propose additional fees to incorporate the scope of the front office improvements in the scope of work for the shop, IT, and files storage. The additional scope includes architectural drawings for the new front desk, wall extension, and new door, as well as cost estimating for this work. We do not anticipate the need for additional engineering for this work. Drawings will be compiled in a single drawing set and will indicate phasing of the work to facilitate the necessary steps for moving the money room, file storage and work area.

Proposed fees to incorporate this scope are as follows:

Architectural Drawings	16 hrs x \$145 =	\$2,320
Cost Estimating		<u>\$300</u>
	Total	\$2,720

Please let me know if you have any questions.

Sincerely,

Liz Olberding AIA
ARCHITECT

This page intentionally left blank.

Commission Memo



Prepared by: Michael McElwee
Date: July 14, 2020
Re: HRT Security Contract Amendment No. 4

HRT Security Services (“HRT”) has provided surveillance, monitoring and enforcement services during overnight hours at various locations on the waterfront since 2018. On June 18, 2019 the Commission approved Amendment No. 3 extending the contract through June 30, 2020. HRT has provided excellent services over the past year and staff believes their presence on the waterfront has provided a safer environment, improved security, and reduced the risk of property damage.

RECOMMENDATION: Authorize Amendment No. 4 to Personal Services Contract with Kenton Chandler dba Hood River Security Patrol Services.

This page intentionally left blank.

**AMENDMENT NO. 4
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 4 to the Personal Services Contract ("Contract") is entered into this **day of July 2020** by and between HRT Security Patrol Services dba Hood River Security ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated October 16, 2018 for security patrol services on a portion of the Port's waterfront properties ("Project"); and

WHEREAS, Port and Contractor executed Amendment No. 1 on February 5, 2019 extending the contract period through May 30, 2019; and

WHEREAS, Port and Contractor executed Amendment No. 2 on May 15, 2019 extending the contract period through June 30, 2020; and

WHEREAS, Port and Contractor executed Amendment No. 3 on August 20, 2019 to clarify the description of Port waterfront property where HRT security patrols occur; and

WHEREAS, Port seeks to continue HRT's patrol services through **June 30, 2021**.

NOW THEREFORE, Port and Contractor agree to a contract amount of **\$27,300** and extend the timeframe for completion of work until **June 30, 2021**.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 4 to be duly executed the day and year first above written.

HRT Security Patrol Services
dba/ Hood River Security

Port of Hood River

Kenton Chandler
Owner

Michael S. McElwee
Executive Director

This page intentionally left blank.

Commission Memo



Prepared by: Fred Kowell
 Date: July 14, 2020
 Re: Vehicle Purchases

Due to Corvid-19, the vehicle manufacturing schedule was disrupted such that staff needed to get a Purchase Order processed before July 1st to get 2020 pricing and to receive a vehicle by September 2020 on the state price agreement. Otherwise, pricing would be higher and the receipt of “2021” vehicles would be December 2020.

Staff received approval from the Treasurer and President to move forward with a purchase order to get the 2020 pricing and to receive the vehicles by September of this year. Please find below the pricing of the replacement vehicles.

	Purchase			
	Budget	Price	MSRP	Replacing
2020 Chevy 2500 4x4 Silverado	\$ 30,000	\$ 27,106.77	\$ 36,373	Used 2500 Chevy flatbed
2020 Nissan Frontier SV 4x4	\$ 27,000	\$ 26,758.14	\$ 31,600	2012 Nissan Frontier SV 4x4
	<u>\$ 57,000.00</u>	<u>\$ 53,864.91</u>	<u>\$ 67,973.00</u>	

RECOMMENDATION: Ratify the purchase of two vehicles for a sum total of \$ 53,864.91.

This page intentionally left blank.

Commission Memo

Prepared by: Anne Medenbach
Date: July 14, 2020
Re: Rental Agreement with Rob Arnold



Rob Arnold has been an occupant of the Jensen building since 2012. This new lease extends that lease on a month-to-month basis with an annual CPI.

RECOMMENDATION: Approve residential rental agreement with Rob Arnold in the Jensen Building.

This page intentionally left blank.

RENTAL AGREEMENT

This agreement made this 1st day of July 2020, between Port of Hood River, hereinafter referred to as Lessor, and Robert T. Arnold, hereinafter referred to as Lessee.

Lessor agrees to rent to Lessee and Lessee agrees to rent from Lessor apartment #201 located at 400 Portway Avenue (Premises) as shown on attached Exhibit "A" on a month to month tenancy beginning on July 1, 2020 at a rental of \$425.00 per month. Monthly rent is payable monthly on the 1st day of each month hereafter beginning on August 1, 2020. A deposit of \$425.00 and the first months rent are due on July 1, 2020, prior to taking occupancy.

Starting on July 1, 2021, and occurring annually thereafter, including any extensions of this Lease, rent will be adjusted by adding a percentage increase equal to the previous twelve months rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (CPI) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than 1 percent or more than 5 percent.

Rent is payable at 1000 E. Port Marina Drive, Hood River, OR 97031. If rent is not received within five days after it is due, Lessor may impose a late fee of \$20.00 per day for that rental period in addition to the regular rent. In addition a fee of \$25.00 will be charged for any dishonored check plus any amount that Lessor is charged by Lessor's bank for processing the dishonored check.

The Premises shall be occupied only by the Lessee and by no other person other than casual guests. No pets shall be permitted. No personal property is included with the premises. Excessive noise that intrudes on the comfort of other building tenants is not allowed. Smoking is not allowed on the Premises. Lessee agrees to pay a penalty of \$500.00 for violation of this "no smoking" provision.

Lessee shall maintain the Premises in a clean and sanitary condition at all times and upon termination of the tenancy shall surrender the premises in as good condition as when received. A refundable security deposit in the amount of \$425.00 is required at the time of execution of this agreement.

Lessor shall pay all utilities, with the exception of television, internet and phone service which shall be paid by the Lessee, directly to the service provider.

Lessor at all times will provide adequate electric wiring, plumbing facilities capable of producing hot and cold running water and adequate heating facilities. Lessee shall notify Lessor immediately if any repairs to the premises are needed.

Lessee assumes all liability for and agrees to hold Lessor harmless from all damages and costs caused by the acts of Lessee or Lessee's guests in or around the premises.

Lessee shall be allowed to park no more than one vehicle in the employee parking lot on the West side of the 400 Portway Ave. Lessee shall not allow any un-driveable vehicle to remain on the premises for more than 24 hours. No car repairs are to be made including minor maintenance such as an oil change.

Lessee, in his role as Lessee, shall be entitled to use the West and East entries to the corridor serving the stairway to Unit 201 and shall be entitled to use such corridor and the stairway solely for access to Lessee's unit and for moving furniture and personal items to and from Lessee's unit. Lessee is not entitled to access or use of any other interior common areas. Lessee is entitled to recreational use of the lawn and gazebo areas at the Northwest corner of the Jensen building.

Lessee and Lessor are hereby required to provide a minimum of thirty (30) days written notice to the other party in order to terminate the agreement. Lessee shall give written notice to Lessor of any anticipated absence from the premises in excess of seven days no later than the first day of the extended absence.

To the extent applicable and unless modified in this agreement, the provisions of the Oregon Residential Landlord/Tenant Law apply to this tenancy. If Lessee fails to pay rent or to perform any other provision of this agreement the agreement may be terminated by Lessor as allowed by law.

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

Lessor: Port of Hood River

Lessee: Rob Arnold

By: Michael McElwee
 Its Executive Director
 1000 E. Port Marina Drive
 Hood River, OR 97031
 Tel: 541-386-1645
 POHR@portofhoodriver.com

Robert T. Arnold
 P.O. Box 1274
 Hood River, OR 97031
 Tel: 239-860-7355
 RobertT.Arnold@yahoo.com



Commission Memo

Prepared by: Anne Medenbach
 Date: July 14, 2020
 Re: Hood River Distillers Lease Addendum No. 1

Hood River Distillers (HRD) currently occupies the entire Maritime Building and uses it as storage. They have a lease through June 30, 2024 which includes three 1-year options. HRD would like an additional 5 years added to their lease through June 30, 2029 and to exercise the three (1) year options now.

Staff recommends exercising the existing options now and adding five 1-year extensions. The Port will have the ability to terminate the lease during any of the additional options with 6-month notice. This will allow the Port to support HRD but if redevelopment is pursued, future Commissions will have the flexibility to do that.

Regarding the Port responsibilities for building condition, staff discussed the lease insurance requirements with the Port’s insurance agent. The lease clearly states that HRD is responsible for maintenance of the building, including the roof (see Lease excerpt below).

Allowed Use; Building Condition. Lessee shall use the Leased Premises for warehousing and storage. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor’s discretion. The Leased Premises is leased to Lessee in “As Is” condition. Lessor will have no obligation to maintain or make any improvements or repairs to the Leased Premises or the Building, including but not limited to the ground or any surface or subsurface conditions, to any Building structural components, to the roof, to windows, to Building siding cladding, waterproofing or any Building system including the electrical system and heating and cooling system.

RECOMMENDATION: Approve Addendum No. 1 with Hood River Distillers, Inc. in the Maritime Building.

This page intentionally left blank.

ADDENDUM NO. 1 TO LEASE

Whereas, the Port of Hood River (“Lessor”) and Hood River Distillers, Inc. (“Lessee”) entered into a lease of 38,474 square feet in the Maritime Building located at 910 Portway Avenue, Hood River, Oregon (“Building”) under a lease dated July 1, 2019 (“Lease”); and

Whereas, Lessee has a contract to produce certain products with a certain company until February 1, 2033. Lessee would therefor like to execute all three extension options through June 30, 2024 to ensure their tenancy in the Building; and

Whereas, the lease extensions do not cover the entire time that Lessee has the contract with the company and therefor would like to extend the Lease an additional five years; and

Whereas, Lessor would like the right to terminate extension options with six months notice to Lessee;

Therefore, the parties agree as follows:

1. The three (1) year extension options are exercised through June 20, 2024.
2. Five additional (1) year terms are added to the Lease Term.
3. Lessor may terminate any extension option with prior six months notice.

Except as modified by this Addendum No. 1 To Lease, including the recitals above which are part of this Agreement, all terms and conditions of the Lease shall remain in full force and effect.

Signed this _____ day of July, 2020.

Hood River Distillers

Port of Hood River

Signed:

Signed:

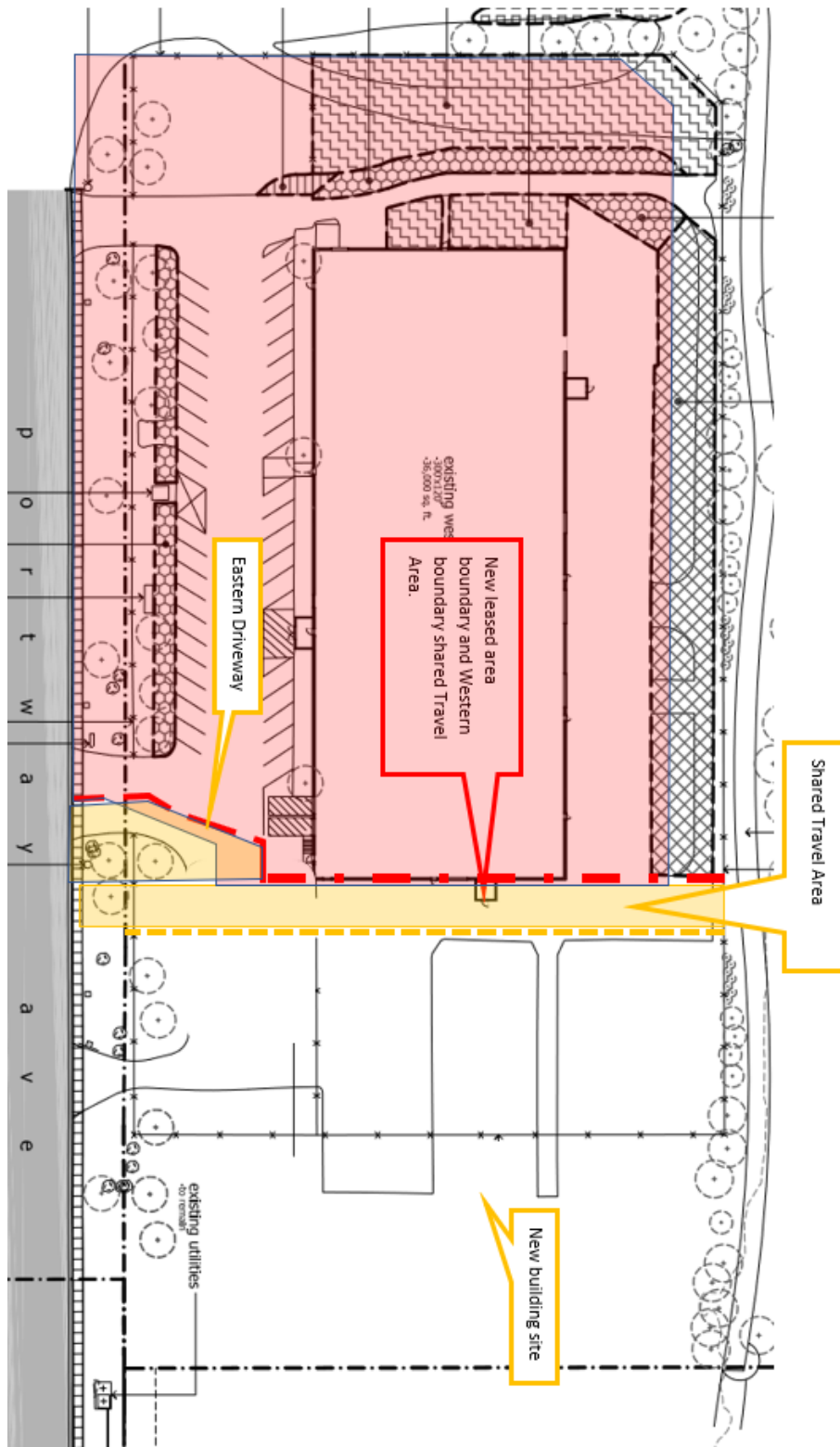
By: _____
Erica Mitchell

By: _____
Michael McElwee

It's: CFO

It's: Executive Director

Exhibit A



Commission Memo



Prepared by: Anne Medenbach
Date: July 14, 2020
Re: City of Hood River Easement at Halyard Building

PFreim Brewing is moving forward with construction for their expansion at the Halyard Building and finishing up their utility installations. The City is requiring that the Port grant an easement for the new water meter. The meter is sized to expand and therefore cannot fit in the existing 16' public utility easement located in the ROW on 8th street. A new easement is required that is 20' wide.

HRK Engineering provided the drawings and staff, KNCC, Pfriem and the City worked together to finalize the location. Staff is currently working with the City to finalize some of the language in the easement. Staff should have an updated document on Tuesday. The City is not allowing Pfriem to move forward with construction of this portion of the project until the easement is in place, as the next Commission meeting is not until mid-August, this should be approved now.

RECOMMENDATION: Approve utility easement with the City of Hood River at the Halyard Building.

This page intentionally left blank.

AFTER RECORDING, RETURN TO:

CITY OF HOOD RIVER
211 2nd STREET
HOOD RIVER, OR 97031

This Box For Hood River County Recording Use Only



PERPETUAL EASEMENT

Port of Hood River Oregon (GRANTOR), grants to the City of Hood River, a municipal corporation of the State of Oregon, a perpetual easement for public purposes on, over and under the following described real property situated in Hood River County, Oregon:

SEE EXHIBIT "A"
SEE EXHIBIT "B"

Map and Tax Lot: 3N10E25 Lot1 of Partition Plat No. 2009-4121

EASEMENT TERMS AND CONDITIONS

1. The purpose of the easement is for the City of Hood River to construct, operate, inspect, maintain, repair, and reconstruct facilities now and in the future related to the purposes stated above. This may include one or more underground pipelines as well as vaults, manholes, power lines, telemetry lines, poles and other appurtenances above and below the ground as necessary for the purposes stated above.
2. The City of Hood River, its employees, agents, contractors, and invitees shall have access to and the right to enter the easement property at any time for the purposes of the easement. If entry will disturb the surface of the easement property and excluding cases of emergency, the City of Hood River shall attempt to provide at least seventy-two (72) hours notice to the GRANTOR before entering the easement property.
3. The surface of the easement property shall be restored by the City of Hood River within a reasonable time after completion of construction, maintenance, repair or reconstruction to a condition equal to the condition of the easement property prior to the work. The City of Hood River shall not restore uses inconsistent with Paragraphs 4 or 5 of this easement. GRANTOR shall thereafter maintain the surface of the easement property.

4. GRANTOR shall not place or allow to remain on or in the easement property trees of any size, shrubs or bushes over four feet in height, permanent structures, decorative garden or yard structures or statues unless transportable by one person, walls, irrigations systems controls or piping, or stored piles of any materials. Property line or decorative fencing, subject to land use and building permit requirements, are permitted but shall be removed by the City of Hood River as necessary for the purposes of this easement with GRANTOR responsible for reinstallation. Grass, bark mulch, normal annual plantings and similar items are permitted and shall be restored by the City if disturbed in exercise of the easement privileges.
5. Unless having received the prior written consent of the City of Hood River, GRANTOR shall not use or allow the easement property to be used in any manner not permitted by paragraph 4, including but not limited to the obligation to keep the easement property open, accessible and passable at all times and making grade changes in excess of one (1) foot in elevation. GRANTOR shall protect the City of Hood River's facilities in such manner as reasonably specified in the written consent. GRANTOR shall notify the City of Hood River at least seventy-two (72) hours prior to the commencement of any construction work within the easement property specifying the details of the work.
6. Within the easement property, GRANTOR shall not store, use, manufacture, dispose of nor allow migration onto the easement property any materials that are hazardous or constitute a public health hazard as defined by law.
7. GRANTOR warrants that 1) GRANTOR has marketable title to the easement property, 2) the City of Hood River may peaceably enjoy the rights and benefits of this easement, 3) there are no other interests in the property which conflict with the City's intended use of this easement, 4) the easement property is free of encumbrances except those of which GRANTOR has notified the City of Hood River, and 5) GRANTOR has the unrestricted right to grant this easement without additional consent or permission.
8. This easement shall bind and inure to the benefit of the immediate parties and their respective heirs, executors, administrators, successors, and assigns.
9. To the extent allowed by law, the City of Hood River shall indemnify, hold harmless and defend GRANTOR from all claims arising out of the City of Hood River's use of the easement property. To the extent allowed by law, GRANTOR shall indemnify, hold harmless and defend the City of Hood River and its employees, agents, contractors and invitees from all claims not arising out of the City of Hood River's use of the easement property.

GRANTOR

Michael S. McElwee, Executive Director

State of Oregon
County of Hood River

This instrument was acknowledged before me on _____

by _____

as _____ of _____.

Notary Public – State of Oregon
My commission expires: _____

ACCEPTED BY THE CITY OF HOOD RIVER

City Manager

APPROVED AS TO FORM:

City Attorney

This page intentionally left blank.

TERRA SURVEYING
 "WATERFRONT BUSINESS PARK" SUBDIVISION PLAT
 THE PORT OF HOOD RIVER

REGISTERED PROFESSIONAL LAND SURVEYOR
 ERIK M. CARLSON
 Expires December, 2009

HOOD RIVER COUNTY SURVEYOR'S OFFICE
 CS# _____
 DATE FILED: _____
 BY: _____

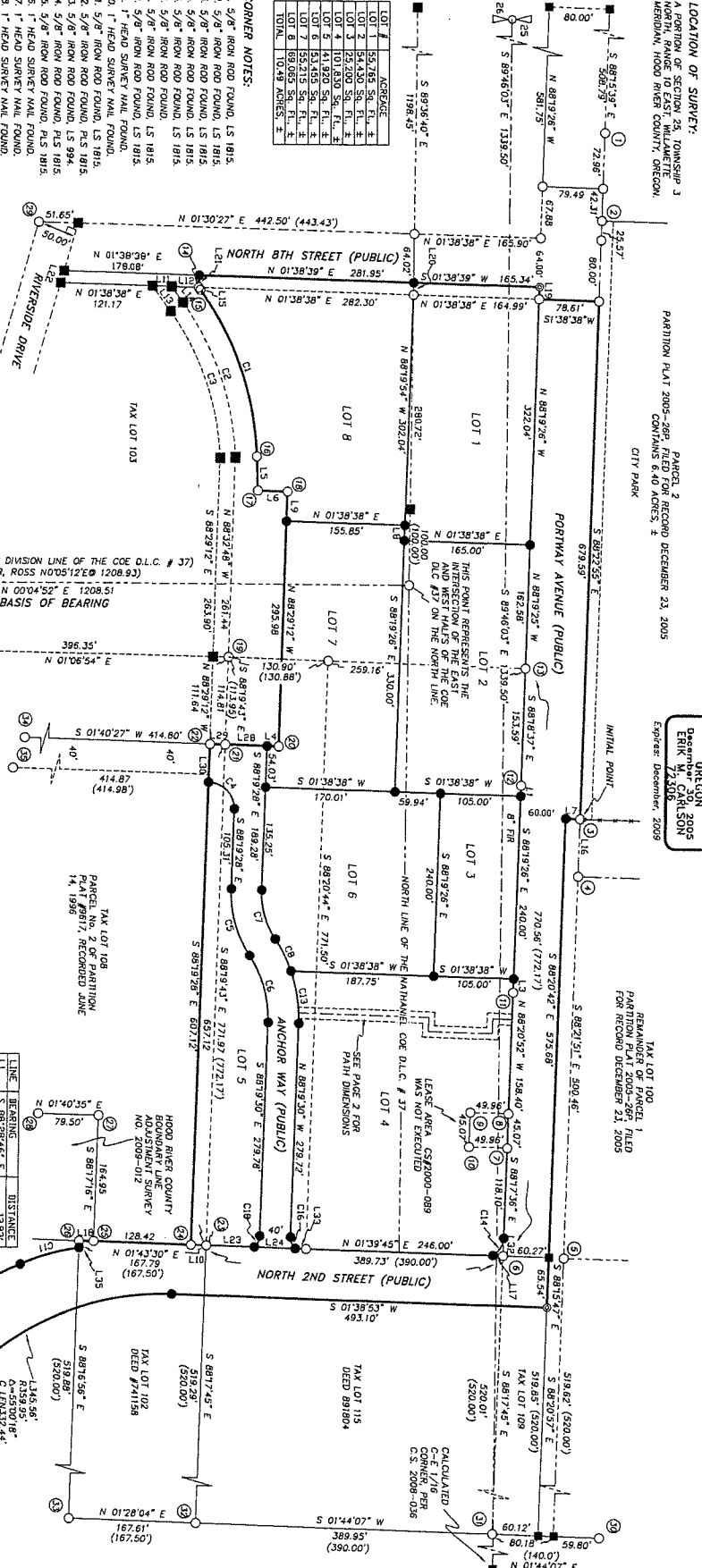
INDEX
 PAGE 1 PLAT BOUNDARIES
 PAGE 2 ASSESSMENTS AND DEDICATION
 PAGE 3 SURVEY POINTS
 PAGE 4 APPROVALS, TREE PROTECTION

LOCATION OF SURVEY:
 A PORTION OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, HOOD RIVER COUNTY, OREGON.

PARCEL 2 2005-2894 FILED FOR RECORD DECEMBER 23, 2005
 CONTAINS 6.40 ACRES. ±

PARCEL 1 REMAINDER OF PARCEL FILED FOR RECORD DECEMBER 21, 2005
 CONTAINS 1.16 ACRES. ±

TAX LOT 100 REMAINDER OF PARCEL FILED FOR RECORD DECEMBER 21, 2005
 CONTAINS 1.16 ACRES. ±



- CONCRETE NOTES:**
1. 5/8" IRON ROD FOUND, LS 1815.
 2. 5/8" IRON ROD FOUND, LS 1815.
 3. 5/8" IRON ROD FOUND, LS 1815.
 4. 5/8" IRON ROD FOUND, LS 1815.
 5. 5/8" IRON ROD FOUND, LS 1815.
 6. 5/8" IRON ROD FOUND, LS 1815.
 7. 5/8" IRON ROD FOUND, LS 1815.
 8. 5/8" IRON ROD FOUND, LS 1815.
 9. 1" HEAD SURVEY NAIL FOUND.
 10. 1" HEAD SURVEY NAIL FOUND.
 11. 5/8" IRON ROD FOUND, LS 1815.
 12. 5/8" IRON ROD FOUND, LS 1815.
 13. 5/8" IRON ROD FOUND, LS 1815.
 14. 5/8" IRON ROD FOUND, LS 1815.
 15. 5/8" IRON ROD FOUND, LS 1815.
 16. 1" HEAD SURVEY NAIL FOUND.
 17. 1" HEAD SURVEY NAIL FOUND.
 18. 1" HEAD SURVEY NAIL FOUND.
 19. 5/8" IRON ROD FOUND, LS 1815.
 20. 5/8" IRON ROD FOUND, LS 1815.
 21. 5/8" IRON ROD FOUND, LS 1815.
 22. 5/8" PARTITION PLAT ROD FOUND.
 23. FOUND ORIGINAL 3/4" IRON PIPE SET BY HANER-ROSS ON THEIR PRELIMINARY PLAT #891894.
 24. 5/8" IRON ROD FOUND.
 25. 5/8" IRON ROD FOUND.
 26. 5/8" IRON ROD FOUND.
 27. 5/8" IRON ROD FOUND.
 28. 5/8" IRON ROD FOUND.
 29. FOUND ORIGINAL 3/4" IRON PIPE SET BY HANER-ROSS ON THEIR PRELIMINARY PLAT #891894.
 30. FOUND ORIGINAL 3/4" IRON PIPE SET BY HANER-ROSS ON THEIR PRELIMINARY PLAT #891894.
 31. CORNER PAILS ON EACH POST CORNER.
 32. 5/8" IRON ROD FOUND.
 33. FOUND 1" BENT IRON PIPE.
 34. 5/8" IRON ROD FOUND, LS 994.
 35. 5/8" IRON ROD FOUND, LS 1815.

SCALE: 1" = 100'

BASIS OF BEARING:
 HOOD RIVER COUNTY SURVEY NO. 209893 (QUADRENTED D.L.C. NO. 37 DIVISION LINE)

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	BEARING ANGLE
C1	397.57'	234.44'	N 70°53'00" E	334.06'	33°47'11"
C2	392.27'	217.75'	N 70°53'00" E	314.61'	33°47'11"
C3	387.00'	201.06'	N 70°53'00" E	295.18'	33°47'11"
C4	381.75'	184.37'	N 70°53'00" E	275.75'	33°47'11"
C5	376.50'	167.68'	N 70°53'00" E	256.32'	33°47'11"
C6	371.25'	151.00'	N 70°53'00" E	236.90'	33°47'11"
C7	366.00'	134.31'	N 70°53'00" E	217.48'	33°47'11"
C8	360.75'	117.63'	N 70°53'00" E	198.06'	33°47'11"
C9	355.50'	100.94'	N 70°53'00" E	178.64'	33°47'11"
C10	350.25'	84.26'	N 70°53'00" E	159.22'	33°47'11"
C11	345.00'	67.58'	N 70°53'00" E	139.80'	33°47'11"
C12	339.75'	50.90'	N 70°53'00" E	120.38'	33°47'11"
C13	334.50'	34.22'	N 70°53'00" E	100.96'	33°47'11"
C14	329.25'	17.54'	N 70°53'00" E	81.54'	33°47'11"
C15	324.00'	0.86'	N 70°53'00" E	62.12'	33°47'11"

NOTE: TABLE LINES L2, L28 - L27 AND 31 ARE NOT USED ON THIS PLAT.

LINE	BEARING	DISTANCE
L1	S 89°26'40" E	118.43'
L2	S 89°26'40" E	118.43'
L3	S 89°26'40" E	118.43'
L4	S 89°26'40" E	118.43'
L5	S 89°26'40" E	118.43'
L6	S 89°26'40" E	118.43'
L7	S 89°26'40" E	118.43'
L8	S 89°26'40" E	118.43'
L9	S 89°26'40" E	118.43'
L10	S 89°26'40" E	118.43'
L11	S 89°26'40" E	118.43'
L12	S 89°26'40" E	118.43'
L13	S 89°26'40" E	118.43'
L14	S 89°26'40" E	118.43'
L15	S 89°26'40" E	118.43'
L16	S 89°26'40" E	118.43'
L17	S 89°26'40" E	118.43'
L18	S 89°26'40" E	118.43'
L19	S 89°26'40" E	118.43'
L20	S 89°26'40" E	118.43'
L21	S 89°26'40" E	118.43'
L22	S 89°26'40" E	118.43'
L23	S 89°26'40" E	118.43'
L24	S 89°26'40" E	118.43'
L25	S 89°26'40" E	118.43'
L26	S 89°26'40" E	118.43'
L27	S 89°26'40" E	118.43'
L28	S 89°26'40" E	118.43'
L29	S 89°26'40" E	118.43'
L30	S 89°26'40" E	118.43'
L31	S 89°26'40" E	118.43'
L32	S 89°26'40" E	118.43'
L33	S 89°26'40" E	118.43'
L34	S 89°26'40" E	118.43'
L35	S 89°26'40" E	118.43'

EXHIBIT A

- LEGEND:
- SET 5/8" X 30" IRON ROD WITH PLASTIC CAP
 - ⊙ SET CONCRETE SCREW WITH WASHER L.S. 72006
 - ⊛ SET 5/8" IRON ROD WITH ALUMINUM CAP
 - ROUND 5/8" IRON ROD L.S. 72006, EXCEPT WHERE NOTED
 - CALCULATED, NOT FOUND OR SET
 - () DEED OR PLAT CALL

IMPROVEMENTS FROM THE CITY TO UNITED PARCELS 2005-288, 289, 290, 291 AND 292. IMPROVEMENTS ON NORTH 8TH AND PORTWAY ARE RECORDED ON PLAT HOOD RIVER COUNTY INSTRUMENT #750615. WHERE RECORDED WITH HOOD RIVER COUNTY.

15' IN EACH WIDTH EASEMENT OVER AND ACROSS THE AREA INDICATED FOR THE PORT OF HOOD RIVER.

MINOR POINT WITH CAP L.S. 1815

APPROXIMATE LOCATION OF A 12" WATER MAIN AS VISIBLE WITH RIGHT OF WAY IS DEDICATED TO THE PUBLIC. THIS PLAT CONTAINS 88,200 SQ. FT. MORE OR LESS.

REMANUOR OF PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

LOCATION OF SURVEY: PARCELS 2005-288, 289, 290, 291 AND 292, TOWN OF HOOD RIVER, HOOD RIVER COUNTY, OREGON.

HOOD RIVER COUNTY SURVEY NO. 2008008

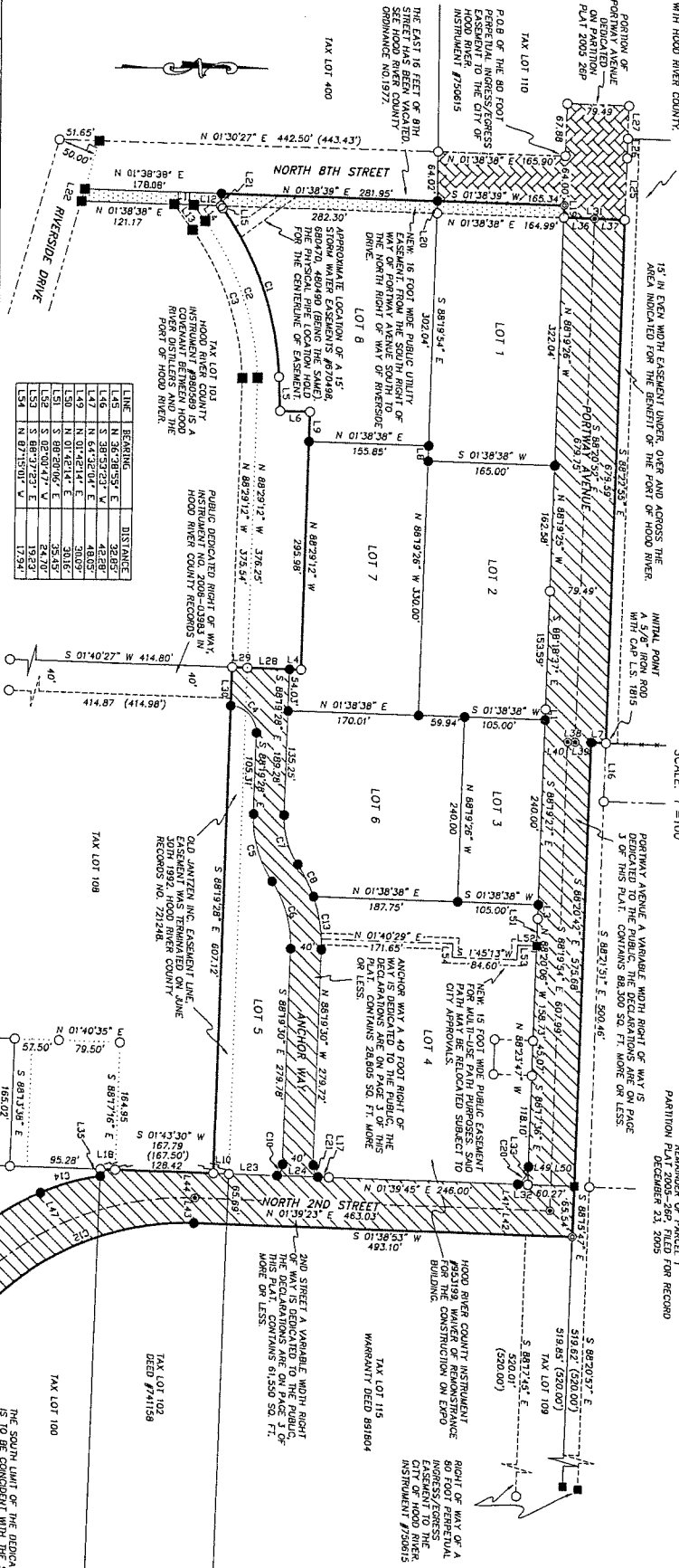
HOOD RIVER COUNTY SURVEYORS OFFICE

DATE FILED: _____

BY: _____

REGISTERED PROFESSIONAL LAND SURVEYOR
DEREON J. JOHNSON
ERR# W-72300
Expires December, 2009

SCALE: 1"=100'



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	BEARING	ANGLE
CI1	397.27	234.44	S 70°57'09" E	231.02	S 88°58'46" E	183.00
CI2	349.27	217.79	S 70°57'09" E	214.61	S 88°58'46" E	144.68
CI3	349.27	217.79	S 70°57'09" E	214.61	S 88°58'46" E	183.00
CI4	349.27	217.79	S 70°57'09" E	214.61	S 88°58'46" E	183.00
CI5	349.27	217.79	S 70°57'09" E	214.61	S 88°58'46" E	183.00
CI6	349.27	217.79	S 70°57'09" E	214.61	S 88°58'46" E	183.00
CI7	349.27	217.79	S 70°57'09" E	214.61	S 88°58'46" E	183.00
CI8	349.27	217.79	S 70°57'09" E	214.61	S 88°58'46" E	183.00
CI9	349.27	217.79	S 70°57'09" E	214.61	S 88°58'46" E	183.00
CI10	349.27	217.79	S 70°57'09" E	214.61	S 88°58'46" E	183.00

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 88°58'46" E	28.89	L11	S 88°58'46" E	28.89
L2	S 88°58'46" E	28.89	L12	S 88°58'46" E	28.89
L3	S 88°58'46" E	28.89	L13	S 88°58'46" E	28.89
L4	S 88°58'46" E	28.89	L14	S 88°58'46" E	28.89
L5	S 88°58'46" E	28.89	L15	S 88°58'46" E	28.89
L6	S 88°58'46" E	28.89	L16	S 88°58'46" E	28.89
L7	S 88°58'46" E	28.89	L17	S 88°58'46" E	28.89
L8	S 88°58'46" E	28.89	L18	S 88°58'46" E	28.89
L9	S 88°58'46" E	28.89	L19	S 88°58'46" E	28.89
L10	S 88°58'46" E	28.89	L20	S 88°58'46" E	28.89

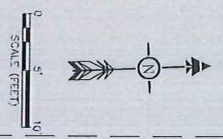
THE SOUTH LINE OF THE DEDICATION IS TO BE CONSIDERED WITH THE STATE OF OREGON. HOOD RIVER COUNTY SURVEY NO. 99035.

INDEX: PLAT BOUNDARIES, SURVEYORS CERTIFICATE, APPROVALS, TREE PROTECTION.

TERRA SURVEYING
DATE MONUMENTED: OCTOBER 1, 2009
SCALE: 1" = 100'
PROJECT: 2008064
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE & FAX: (541) 386-4531
E-Mail: terra@terra.net

PAGE 2 OF 4
NOTE: TABLE LINES CI1 AND CI9 ARE NOT USED ON THIS PLAT.

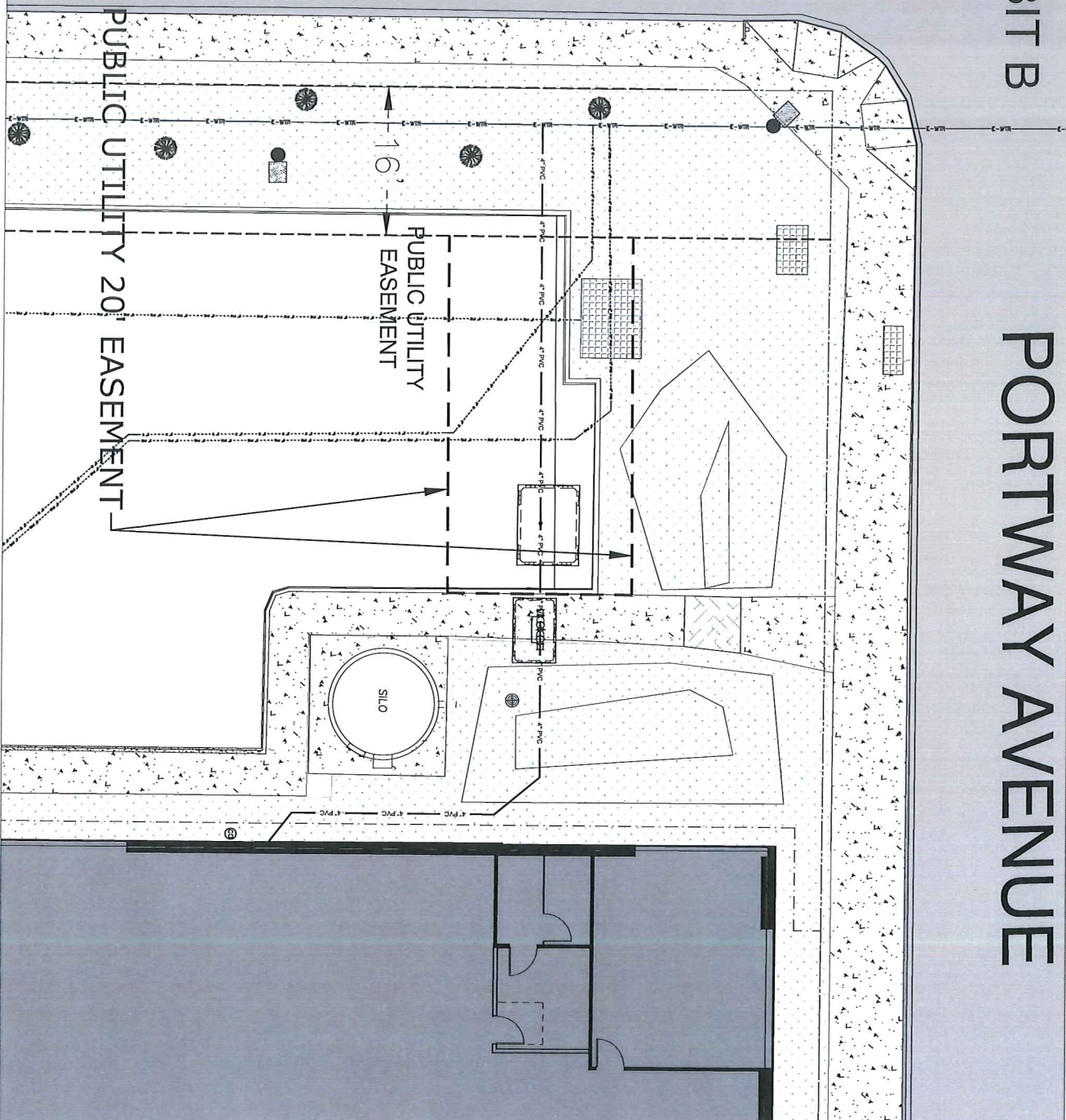
SHEET SIZE - ARCH FULL BLEED D (36.00 X 24.00 INCHES)



N. 8TH STREET

EXHIBIT B

PORTWAY AVENUE



SHEET TITLE
PROPOSED 20' EASEMENT

PROJECT #
TRACER

DATE
 DATE: JULY 7, 2023

DRAWN BY: CAMERON

DESIGNED BY: CAMERON

C-1.0

NO.	DATE	DESCRIPTION

pFRIEM FAMILY BREWING PHASE 2 EXPANSION

707 PORTWAY AVE. SUITE 101
 HOOD RIVER, OR 97331

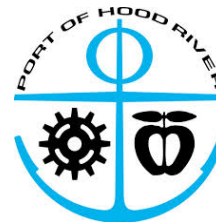


ENGINEER
TRINA ANDERSON
 488 N. 8TH STREET
 HOOD RIVER, OR 97331

ARCHITECT
OF ANGEWALL
 ARCHITECTS
 240 N Broadway Suite 202
 Portland, Oregon 97227
 p 503.227.8100
 f 503.227.5588

This page intentionally left blank.

Commission Memo



Prepared by: Michael McElwee
 Date: July 14, 2020
 Re: County Museum Irrigation Maintenance Agreement

Hood River County (“County”) has overall responsibility for the maintenance of the grounds surrounding the Hood River History Museum (“Museum”) by Marina Green. The irrigation system that serves the Museum lawn areas is connected to the Port’s irrigation system. Because irrigation systems often require frequent adjustment, repairs, and seasonal maintenance, and because the Museum property is remote from other County facilities, it is efficient for the Port to assume maintenance responsibility for the Museum irrigation system. Such responsibility can also help protect the Port’s connected system from damage.

Port and County staff have negotiated the attached agreement wherein Port staff would take on maintenance and repair responsibilities for the Museum irrigation system in return for an annual payment from the County. It has been reviewed by legal counsel from both agencies and will be considered by the County Board of Commissioners on July 20.

RECOMMENDATION: Approve Inter-Governmental Agreement with Hood River County for maintenance and repairs of the Hood River History Museum Irrigation System.

This page intentionally left blank.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
HOOD RIVER COUNTY AND THE PORT OF HOOD RIVER**

This Agreement is by and between HOOD RIVER COUNTY, a home rule county and political subdivision of the State of Oregon, hereinafter referred to as “County,” and THE PORT OF HOOD RIVER, hereinafter referred to as “Port”, both collectively referred to as the “Parties”.

RECITALS

WHEREAS, COUNTY and PORT entered into a Land Use Agreement (“Agreement”) on January 5, 2012 regarding real property PORT owns at 300 E. Port Marina Drive, Hood River, Oregon; and

WHEREAS, said Agreement describes the terms and conditions under which COUNTY may operate a County Museum (“museum”); and

WHEREAS, COUNTY currently operates a museum at said location and uses utility services, including irrigation water; and

WHEREAS, PORT provides museum access to irrigation water through improvements PORT owns at no cost to COUNTY; and

WHEREAS, at no cost to COUNTY, PORT has made significant repairs to the museum irrigation system, and

WHEREAS, routine maintenance and repair of the museum irrigation system on a regular basis is necessary to prevent damage to PORT facilities and equipment; and

WHEREAS, it is in the best interest of COUNTY and PORT that PORT facilitate any necessary repairs and provide for the routine maintenance of the museum irrigation system.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. PORT shall evaluate the museum’s irrigation system and make any **Minor Repairs** needed in order to meet the operating standards of PORT. Minor Repairs may include:
 - a. Locating and repairing underground leaks.
 - b. Repairing damaged underground lines.
 - c. Replacing failing electrical control valves.
 - d. Replacing damaged sprinkler heads.
 - e. Testing the system for operability.
2. Any repairs needed to meet PORT standards and under \$500 in total cost will be considered Minor Repairs and performed and reimbursed in accordance with Section 5.
3. PORT shall consult with COUNTY if the anticipated cost of any repair work is expected to exceed a total of \$500, based on the actual cost of materials and a labor rate of \$35.00 per hour, per person. Repair work in excess of \$500 shall be considered “**Major Repairs**” and may be carried out by PORT or a private contractor only after written approval by COUNTY.

4. PORT agrees to perform all necessary **Routine Maintenance** on the museum irrigation system to ensure it continues to operate properly. Routine Maintenance includes;
 - a. Regular visual inspections while the system is operating.
 - b. Adjustment of spray heads
 - c. Annual testing.
 - d. Seasonal cleaning of the system.

5. Subject to the availability of funds, COUNTY agrees to pay PORT a lump sum of **\$4,550.00** per year for minor repairs and routine maintenance, based on an anticipated labor time of five (5) hours per week at a labor rate of \$35.00 per hour. PORT shall invoice COUNTY for this amount during the month of July in 2020 and annually in April thereafter.

Port shall invoice COUNTY monthly for any parts and materials related to **Minor Repairs**. Payment shall be due and payable within thirty (30) days of receipt of invoice.

Port shall invoice COUNTY for labor, parts, materials and/or subcontractor costs for **Major Repairs** that have been approved by COUNTY. Payment shall be due and payable within thirty (30) days of receipt of invoice.

6. For the purpose of this Agreement, the parties are independent contractors. Nothing herein shall alter the employment status of any person providing services under this Agreement. Such persons shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. COUNTY and PORT shall not be responsible for the direct payment of any salaries, wages, compensation or benefits for employees of the other party.

7. This Agreement may be terminated by either party upon giving thirty (30) days written notice. Termination shall be without prejudice to any obligations or liabilities of either party accrued prior to termination.

8. COUNTY and PORT are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

9. This Agreement does not in any way constitute or nominate either of the parties as the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party to this Agreement.

10. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the performance of this Agreement to the extent the loss or claim is attributable to the negligent acts or omissions of that party. The parties mutually agree that nothing contained in this Agreement is intended to limit the remedy, if any, of either party against the other party, including claims under subrogation agreements with the party's insurance carrier, to recover damages to property or injury to persons caused by a party's negligence, other than limitations of liability for public bodies under the Oregon Tort Claims Act and the Oregon Constitution.

11. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body

This page intentionally left blank.

Commission Memo

Prepared by: Michael McElwee
Date: July 14, 2020
Re: HDR Bridge Contract- Task Order No. 10
For On-Call Services



On June 16, 2015, the Commission approved a master contract (“Contract”) with HDR Engineering (HDR) for a variety of bridge engineering tasks. On June 18, 2019 the Commission approved Amendment No. 1 to the Contract extending it through June 30, 2021.

Under the Contract, specific engineering projects are carried under a specific task order. However, every year a task order is designated for “On-call Services.” This makes HDR’s expertise available to assist staff with miscellaneous and sometimes un-foreseen bridge tasks. Over the past four years, efforts under this task order have included regular updates to the 30-year repair/maintenance model, preparation of the annual work plan and review of ODOT’s biennial bridge inspection reports.

The attached Task Order No. 10 would serve as the on-call contract for FY 20/21. Funding for this work is included in the FY 20/21 Adopted Budget.

RECOMMENDATION: Approve Task Order No. 10 to the Master Services Agreement with HDR Engineering, Inc. for on-call engineering services not to exceed \$25,000 plus reasonable reimbursable expenses.

This page intentionally left blank.

TASK ORDER 10

**SCOPE OF SERVICES
for
ON-CALL ENGINEERING**

July 14, 2020

This Task Order pertains to a **Personal Services Master Service Agreement**, (“**Agreement**”) by and between **Port of Hood River**, (“**Port**”), and **HDR Engineering, Inc.** (“**Consultant**”), dated June 17, 2015 (“the Agreement”), Amendment 1 dated July 21, 2017 and Amendment 2 dated June 25, 2019. Engineer shall perform Services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port of Hood River has prioritized immediate and long-term action plans for the goal of maintaining the safety and functionality of their various infrastructure assets, including the Hood River Bridge crossing the Columbia River. As part of this effort, the Port requires technical expertise to assist their staff in assessing, analyzing, and designing various repairs and projects. This on-call contract will allow the Consultant to provide these services throughout the course of the fiscal year, up to but not over the not-to-exceed amount listed herein. This amendment gives the Port continued access to specialized expertise.

PART 2.0 SCOPE OF SERVICES

Task 1: Technical Services & Professional Advice

The Consultant may perform aspects of the following tasks associated with the Port’s facilities as requested by Port staff:

- Update the short term work plan and long term preservation plan for the Hood River-White Salmon (Columbia River) Bridge.
- Review and comment on ODOT routine, fracture critical, fatigue prone, and underwater inspection reports. Address scoping of potential repair projects and changes to maintenance plan due to inspection report findings.
- Review and evaluate load rating analysis provided by ODOT. Address scoping of potential repair projects and changes to maintenance plan due to load rating results.
- Provide expert advice on specific issues associated with bridge inspection, maintenance, repair, rehabilitation, and retrofit.
- Provide minor technical engineering design services as it relates to the Port facilities.
- Serve as a Technical Advisor on applications and forms associated with Port project funding, such as STIP applications.
- Present to the Port Commission regarding any of the above mentioned items.
- Attend meetings, workshops, or other events as requested by the Port at the Port’s office in Hood River.
- Other Port requests specific to engineering as agreed to on a limited basis.

Assumptions

The following assumptions are made:

- All deliverables shall be electronic in MS Word, MS Excel, MS Project, and/or PDF format.
- Items listed above are specific to this on-call engineering task. Major professional service items may require a separate Task Order to execute.
- Port will provide existing documents such as plans, reports, and letters stating decisions impacting the task order to aid the Consultant’s efforts.
- Expenses for printing, shipping, and travel mileage for this Task Order are reimbursable at cost. Any specific expenses over \$100 require prior approval.
- This on-call Task Order is intended to cover fees and costs not explicitly covered by other Task Orders.

Deliverables

The following items will be delivered to the Port:

- The format of the deliverable will depend on the specific task but may include technical memoranda, correspondence logs, drawings, calculations, spreadsheets, template documents, or any combination of these.

Task 2: Project Management & Administration

The Consultant will provide project management and contract administration for the services provided by the Consultant including project setup, invoicing and progress reports, client coordination, and quality control reviews of deliverables. Consultant will:

- Provide monthly progress reports to the Port and identify budget status and tasks performed to date during the billing period;
- Correspond with Port regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port.

Deliverables:

The following items will be delivered to the Port:

- Invoices and progress reports

PART 3.0 PORT’S RESPONSIBILITIES:

Port shall provide the documents noted above, provide access to Port properties as needed, and be available for mutually agreed upon times for site visits.

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by June 30, 2021.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order shall be a not-to-exceed amount of \$25,000, billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.95. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

PART 6.0 OTHER:

None

This Task Order is executed this _____ day of _____, 2020.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: Michael S. McElwee

NAME: Tracy Ellwein

TITLE: Executive Director

TITLE: Vice President

ADDRESS: 1000 E. Port Marina Drive
Hood River, Oregon 97031

ADDRESS: 1050 SW 6th Ave
Suite 1800
Portland, OR 97204

PORT OF HOOD RIVER - TO10 On Call
HDR Engineering, Inc. - Fee Estimate (2020-21)

Tasks	Project Resource	Staff	Bill Rate	Project Resource								Labor Hours	Labor Dollars	Telephone/ Printing/ Shipping	Travel/ Mileage/ Equipment Rental	Total Labor & Expenses
				Principal-in-Charge	Project Manager	Bridge Engineer IV	Bridge Engineer II	Bridge EIT	Cad Technician	Project Admin. Asst	Project Accountant					
1.0 Technical Services & Professional Advice Bridge Work Plan Updates & Reporting Review ODOT inspection reports Review load rating updates Minor technical engineering design and support Meetings, workshops, or other Port requests		April Siebenaler	\$265.97													
		Mark Libby	\$242.93	8	8											
		Mikal Mitchell	\$191.46			8										
		Carly Clark	\$139.45				12	4								
		Santosh Timilsina	\$112.37					4	8							
		Heather Gonsior	\$127.26						8							
		Jacqueline Babb	\$81.18							2						
		Kristine Bakley	\$90.00								2					
	Subtotal			0	44	0	16	12	8	2	0	82	\$15,449	\$ 44	\$ 382	\$15,875
2.0 Project Management & Administration Project coordination Project invoicing and reporting Quality reviews and management					6					4	2	12	\$1,962	\$ 11	\$ -	\$1,962
					10					4	18	28	\$4,049	\$ 10	\$ -	\$4,059
					4	8				4	17	17	\$3,094	\$ 10	\$ -	\$3,104
	Subtotal			1	20	8	0	0	0	8	20	57	\$9,106	\$ 20	\$ -	\$9,126
	Total Hours			1	64	8	16	12	8	10	20	139	\$24,555	\$ 64	\$ 382	\$25,000
	Total Dollars		\$266	\$15,548	\$1,532	\$2,231	\$1,348	\$1,018	\$812	\$1,800						

Commission Memo



Prepared by: Fred Kowell
Date: July14, 2020
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$18,600.00
---------------------	--------------------

Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$18,600.00
--	--------------------

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
 July 03, 2020
 Account No: PORTOHAM

	Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS JJ	825.00	975.00	0.00	0.00	-825.00	\$975.00
LEASE (Columbia River Acupuncture)	200.00	0.00	0.00	0.00	-200.00	\$0.00
LEASE (Hood River Distillers)	0.00	300.00	0.00	0.00	0.00	\$300.00
AUDIT LETTERS	0.00	50.00	0.00	0.00	0.00	\$50.00
AIRPORT T-HANGER LEASE FORMS (2012-2013)	1,850.00	0.00	0.00	0.00	-1,850.00	\$0.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)	0.00	3,105.00	0.00	0.00	0.00	\$3,105.00
LEASE (PFriem Brewing)	825.00	700.00	0.00	0.00	-825.00	\$700.00
CRUISE SHIP DOCK AGREEMENT	0.00	50.00	0.00	0.00	0.00	\$50.00
TOLLING SYSTEM UPGRADE (Kapsch Traffic Com Corp)	2,100.00	0.00	0.00	0.00	-2,100.00	\$0.00
(Soniq Aerospace, LP) lease-Big 7 Suite 204	0.00	125.00	0.00	0.00	0.00	\$125.00

HOOD RIVER, PORT OF

Account No:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
BRIDGE TOLL ENFORCEMENT 1,475.00	175.00	0.00	0.00	-1,475.00	\$175.00
ODOT IGA - I-84 BRIDGE REPLACEMENT 25.00	0.00	0.00	0.00	-25.00	\$0.00
EXIT 62 PROPERTY ([REDACTED]) 2,425.00	5,965.00	0.00	0.00	-2,425.00	\$5,965.00
T-HANGAR LEASE DEFAULTS 525.00	225.00	0.00	0.00	-525.00	\$225.00
ELECTRIC CAR AGREEMENT (Forth Non-Profit) 0.00	350.00	0.00	0.00	0.00	\$350.00
AIRPORT/NORTH APRON REHABILITATION PROJECT 400.00	950.00	0.00	0.00	-400.00	\$950.00
ENGINEERS BRIDGE INSPECTION-(Coffman Engineers) 200.00	0.00	0.00	0.00	-200.00	\$0.00
EMPLOYEE MATTERS 7,965.00	4,255.00	0.00	0.00	-7,965.00	\$4,255.00
COLUMBIA GORGE NEWS LEASE 0.00	175.00	0.00	0.00	0.00	\$175.00
GATES MEMORIAL-Waterfront 0.00	475.00	0.00	0.00	0.00	\$475.00
LEASE AMENDMENT (Electronics Assemblers, Inc.) JJ 0.00	400.00	0.00	0.00	0.00	\$400.00
PROPERTY PURCHASE ([REDACTED]) 0.00	25.00	0.00	0.00	0.00	\$25.00
LEASE (HR Chamber of Commerce) 450.00	25.00	0.00	0.00	-450.00	\$25.00
PROPERTY PURCHASE ([REDACTED]) 500.00	275.00	0.00	0.00	-500.00	\$275.00
<u>19,765.00</u>	<u>18,600.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-19,765.00</u>	<u>\$18,600.00</u>

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

Commission Memo

Prepared by: Anne Medenbach
Date: July 14, 2020
Re: Preliminary Commercial Hangar Design



On April 14, the Commission approved a contract with Aron Faegre & Associates to develop preliminary designs for potential commercial hangars on the new North Ramp at the Airport. The hangars were to be designed to be flexible to fit either large or multiple aircraft, something not currently supported by existing T-hangars. The buildings were also to be designed to support the local aviation tech industry as flex space.

Mr. Faegre is an accomplished architect and engineer who works in aviation around the northwest and has current and recent projects that were similar. The finished product is a 10% of complete design drawing that if accepted by the Commission, can be marketed to gauge interest in leasing or construction of this product.

Part of Mr. Faegre's contract was to create a cost estimate. The estimate for a 29,558 sf building is \$3,527,464.00. This would equate to a lease rate of \$0.85/sf NNN.

Staff analyzed the potential return on investment and found that if the Port were to finance 80% of this project for 20 years, the Internal Rate of Return (IRR) would be 12% with an average Net Operating Income (NOI) of \$61,008 per year. A cash flow analysis with assumptions is attached.

Staff requests Commission direction on whether to move forward with development of marketing material and efforts to gauge market interest in these buildings as either leased or built to suit.

RECOMMENDATION: Discussion.

This page intentionally left blank.

Hood River Hangar					
Estimate of Costs					
Aron Faegre 6-30-2020					
Site	Item				Notes
1.0	Building Contractor Bid Price				
1.1	Hangar	22,230.00	sf	\$ 100.00	\$ 2,223,000.00
1.2	Mezzanine structure	3,920.00	sf	\$ 75.00	\$ 294,000.00
1.3	Office Finishes	2,896.00	sf	\$ 85.00	\$ 246,160.00
1.4	Restrooms	512.00	sf	\$ 350.00	\$ 179,200.00
2.0	Utilities	allowance			\$ 75,000.00
3.0	Parking (assume mostly existing)	allowance			\$ 25,000.00 Patching and fixing
4.0	Site grading at hangar door	allowance			\$ 25,000.00 Patching and fixing
	subtotal as contractor bid				\$ 3,067,360.00
5.0	Permits, testing	3%			\$ 92,020.80
6.0	Architect/engineering/survey	7%			\$ 214,715.20
7.0	Project contingency	5%			\$ 153,368.00
8.0	Total project				\$ 3,527,464.00

Commercial Hangars - Staff Analysis

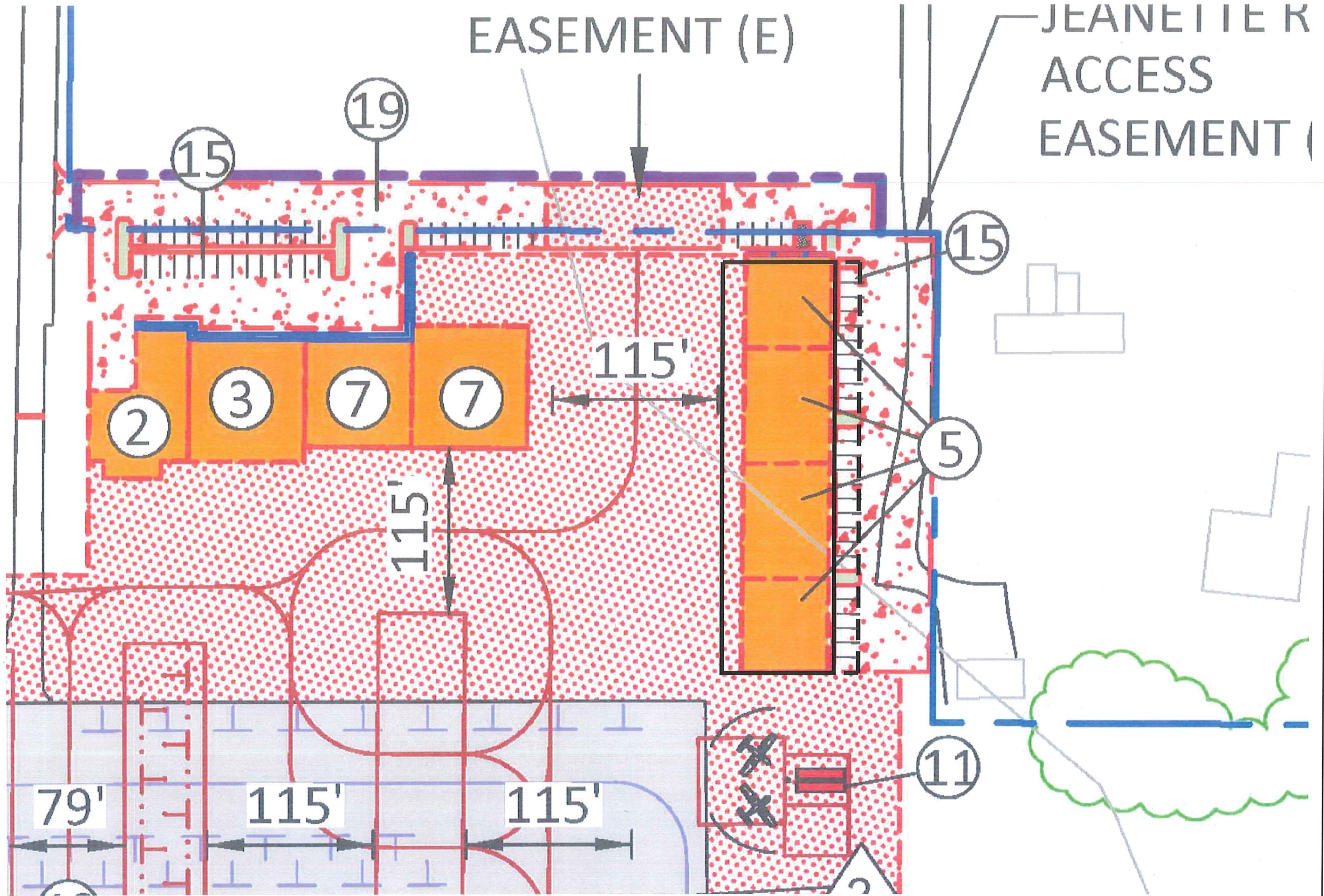
Assumptions	
Loan term	80/20 debt/equity 20 years
lease rate	\$0.85/NNN
TI allowance	Finished space/\$0
Salary expenses	Based on 2019
Cap rate	8%

Airport Commercial			
Income Analysis	sf	rate/sf	
	29,558	\$ 0.85	12 \$301,491.60
Vacancy/Credit loss			3% -\$9,044.75
Potential Gross income			\$292,446.85
<i>All reimbursibles passed through, assuming NNN lease</i>			
Non-reimbursible salary expense			18% -\$52,640.43
Reserves			2% -\$5,848.94
Operating expenses			-\$58,489.37
Net Operating Income			\$233,957.48

Cash Flow Model											
Operating Income	2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	
Potential Gross Rent	\$309,028.890	\$316,754.61	\$324,673.48	\$332,790.31	\$341,110.07	\$349,637.82	\$358,378.77	\$367,338.24	\$376,521.69	\$385,934.74	\$395,583.11
Vacancy/credit loss	-\$9,316.09	-\$9,595.57	-\$9,883.44	-\$10,179.94	-\$10,485.34	-\$10,799.90	-\$11,123.90	-\$11,457.62	-\$11,801.34	-\$12,155.38	-\$12,520.05
Operating Expenses	\$299,712.800	\$ 307,159.04	\$ 314,790.04	\$ 322,610.37	\$ 330,624.73	\$ 338,837.92	\$347,254.87	\$355,880.62	\$364,720.35	\$373,779.35	\$383,063.06
<i>assumes NNN lease</i>											
Salary expenses	-\$54,219.65	\$ (55,846.24)	\$ (57,521.62)	\$ (59,247.27)	\$ (61,024.69)	\$ (62,855.43)	\$ (64,741.09)	\$ (66,683.33)	\$ (68,683.83)	\$ (70,744.34)	\$ (72,866.67)
Reserves	-\$5,994.26	-\$6,143.18	-\$6,295.80	-\$6,452.21	-\$6,612.49	-\$6,776.76	-\$6,945.10	-\$7,117.61	-\$7,294.41	-\$7,475.59	-\$7,661.26
	-\$60,213.90	-\$62,020.32	-\$63,880.93	-\$65,797.36	-\$67,771.28	-\$69,804.42	\$ (71,686.19)	\$ (73,800.94)	\$ (75,978.23)	\$ (78,219.93)	\$ (80,527.93)
NOI	\$239,498.897	\$245,138.720	\$250,909.108	\$256,813.014	\$262,853.453	\$269,033.506	\$275,568.680	\$282,079.684	\$288,742.118	\$295,559.425	\$302,535.127
Less Debt Service	\$ (223,485.00)	\$ (223,485.00)	\$ (223,485.00)	\$ (223,485.00)	\$ (223,485.00)	\$ (223,485.00)	\$ (223,485.00)	\$ (223,485.00)	\$ (223,485.00)	\$ (223,485.00)	\$ (223,485.00)
CIP budget				\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (50,000.00)	\$ (10,000.00)	\$ (10,000.00)		\$ (10,000.00)
Cash Flow	\$16,013.897	\$16,013.897	\$21,653.720	\$27,424.108	\$23,328.014	\$29,368.453	\$35,548.506	\$2,083.680	\$48,594.684	\$55,257.118	\$72,074.425

EASEMENT (E)

JEANETTE R
ACCESS
EASEMENT



ARC
FAI
ARC
52C
POL
972
503

REGISTERED ARCHITECT
ARON FAEGRE
PORTLAND, OREGON
STATE OF OREGON



KEN JERNSTEDT AFFIELD
NORTH APRON
COMMERCIAL HANGARS
HOOD RIVER OREGON

SITE PLAN

DATE: 05/25/20
DRAWN BY: /AF
CHECKED BY: AF

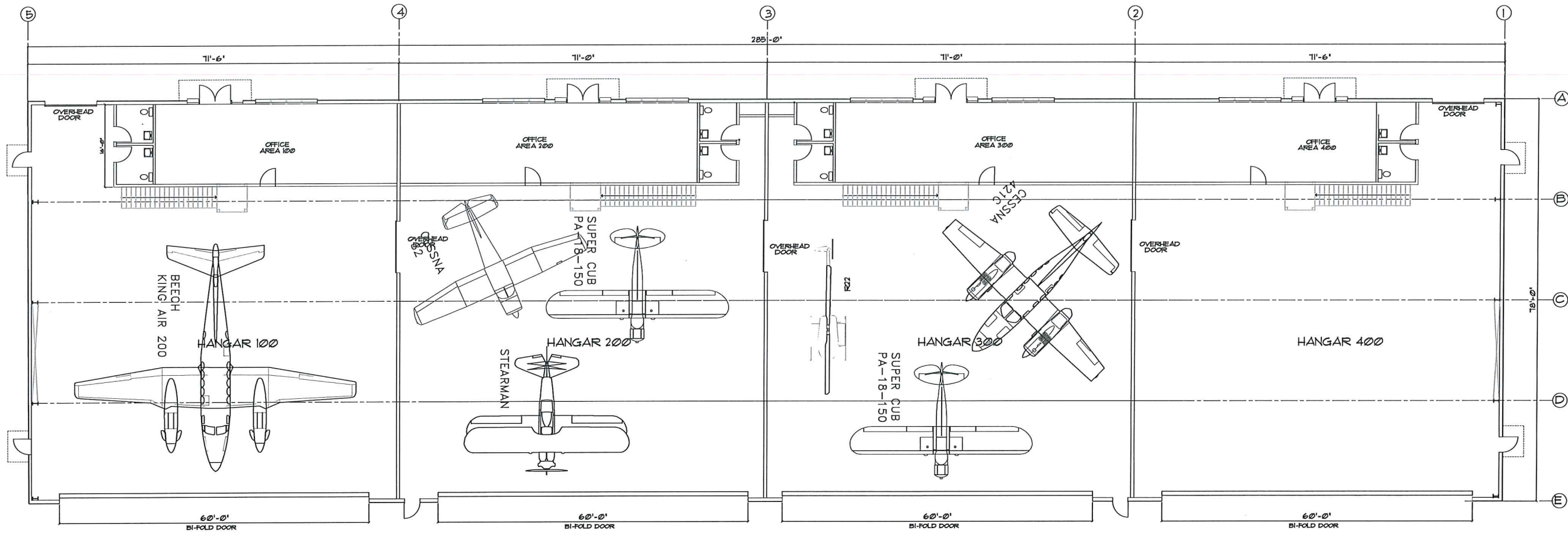
NO.	DATE	DESCRIPTION

SHEET
C1.0

ARON
FAEGE
ARCHITECT
520 S.W.
PORTLAND
OREGON
97204
503-221



KEN JENSTEDT AFFELD
NORTH APRON
COMMERCIAL HANGARS
HOOD RIVER OREGON



① FLOOR PLAN A

SCALE 3/32" = 1'-0"
0 4' 8"

FLOOR PLAN

DATE: 05/25/20

DRAWN BY:
/AF
CHECKED BY:
AF

NO.	DATE	DESCRIPTION

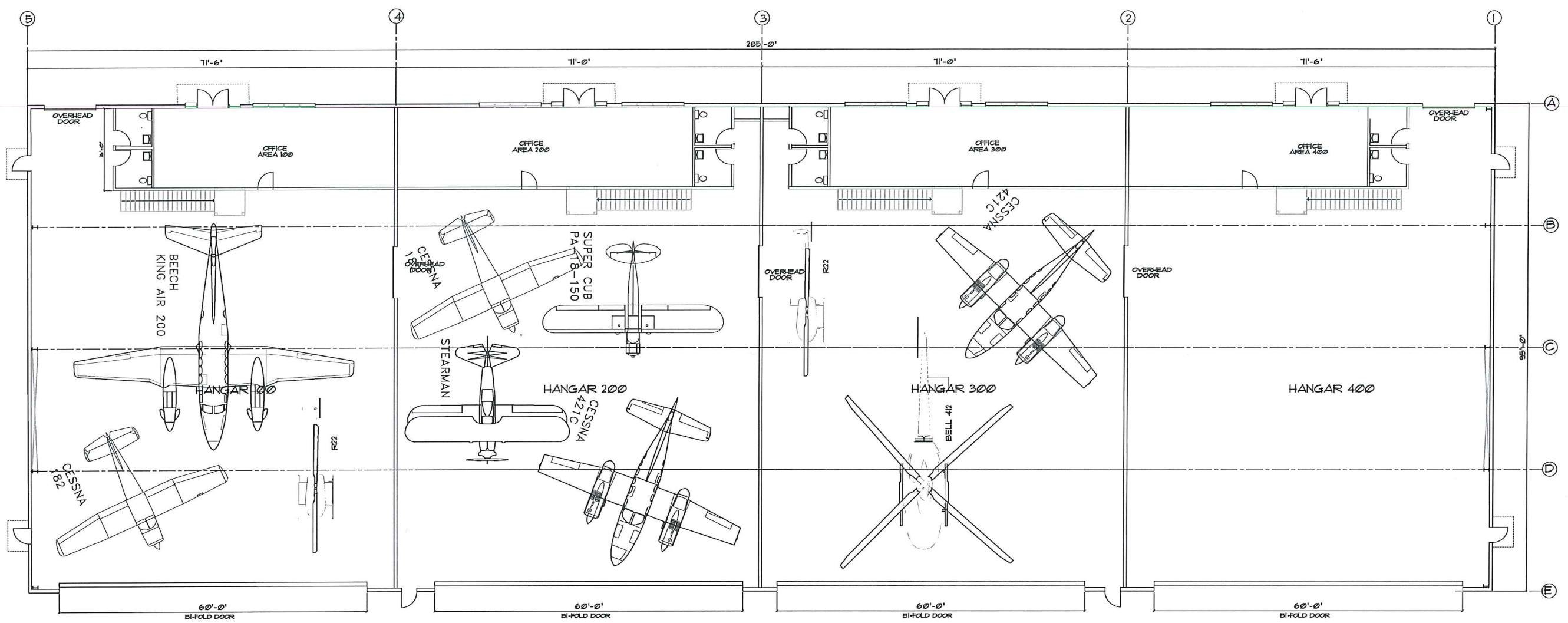
SHEET

A1.0a

ARON
FAEG
ARCHI
520 S.
PORTL
OREG
97204
503-2:



KEN JENSTEDT AFFELD
NORTH APRON
COMMERCIAL HANGARS
HOOD RIVER OREGON



FLOOR PLAN B

SCALE 3/32" = 1'-0"
0' 1' 2'

FLOOR PLAN

DATE 05/25/20

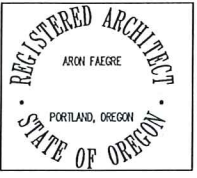
DRAWN BY:
/AF
CHECKED BY:
AF

NO.	REVISIONS	DATE	DESCRIPTION

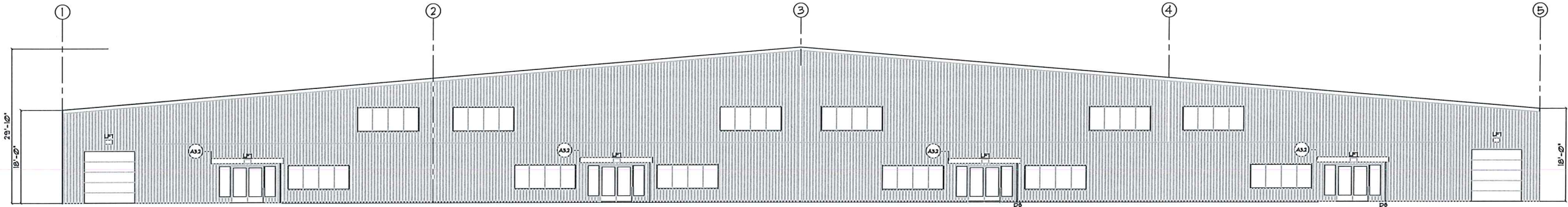
SHEET

A1.0b

ARON
FAEGF
ARCHIT
520 SW
PORTL
OREGON
97204
503-22

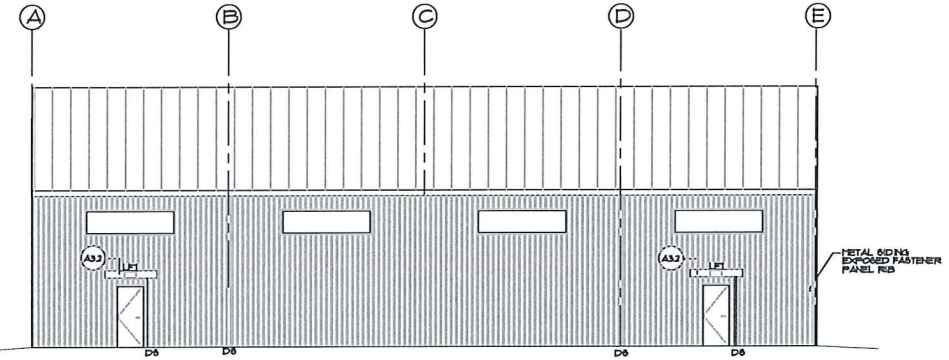


KEN JERNSTEDT AFFIELD
NORTH APRON
COMMERCIAL HANGARS
HOOD RIVER OREGON



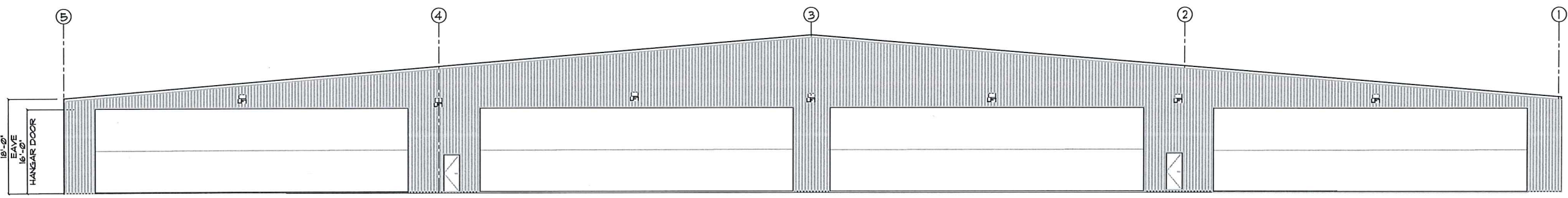
1 EAST ELEVATION

SCALE 3/32" = 1'-0"
P 1/8" 1/4" 1/2" 1"



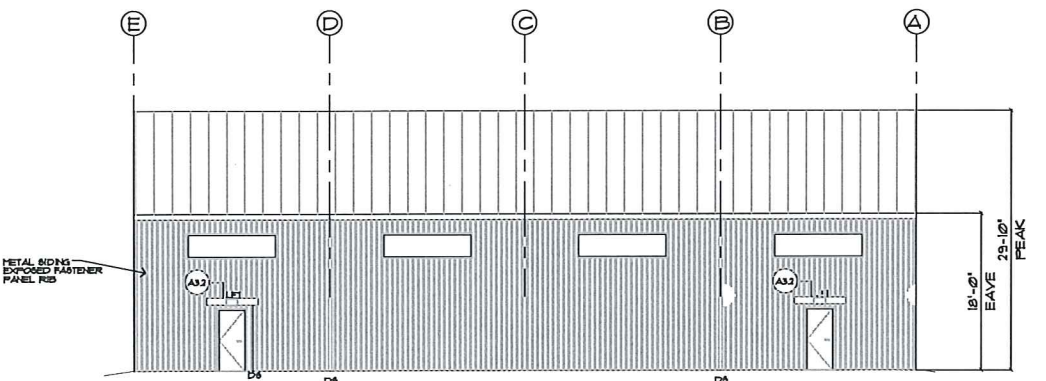
2 NORTH ELEVATION

SCALE 3/32" = 1'-0"
P 1/8" 1/4" 1/2" 1"



3 WEST ELEVATION

SCALE 3/32" = 1'-0"
P 1/8" 1/4" 1/2" 1"



4 SOUTH ELEVATION

SCALE 3/32" = 1'-0"
P 1/8" 1/4" 1/2" 1"

ELEVATION

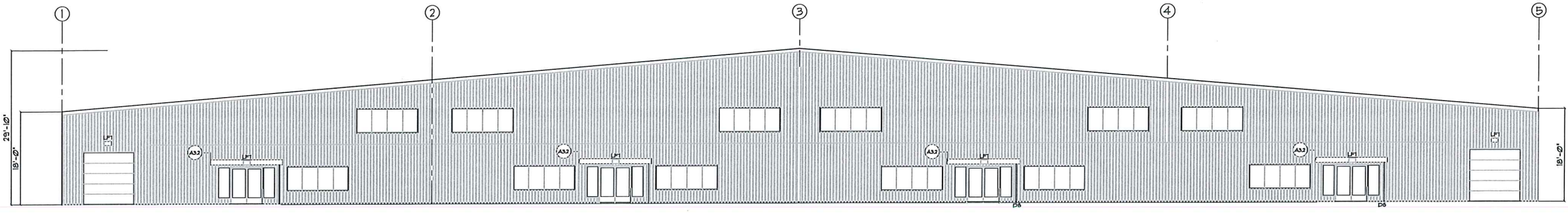
DATE: 05/25/20

DRAWN BY:
/AF
CHECKED BY:
AF

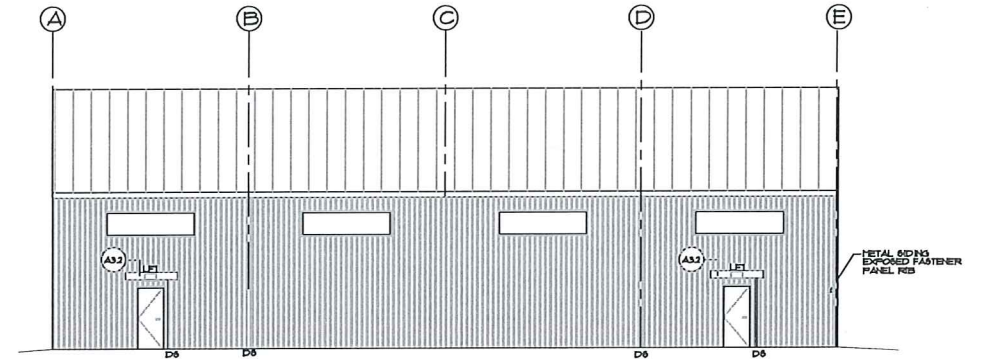
NO.	DATE	DESCRIPTION

SHEET

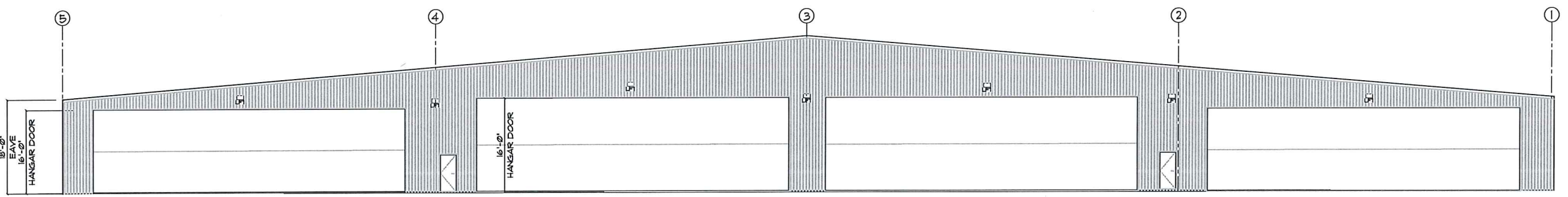
A2.0



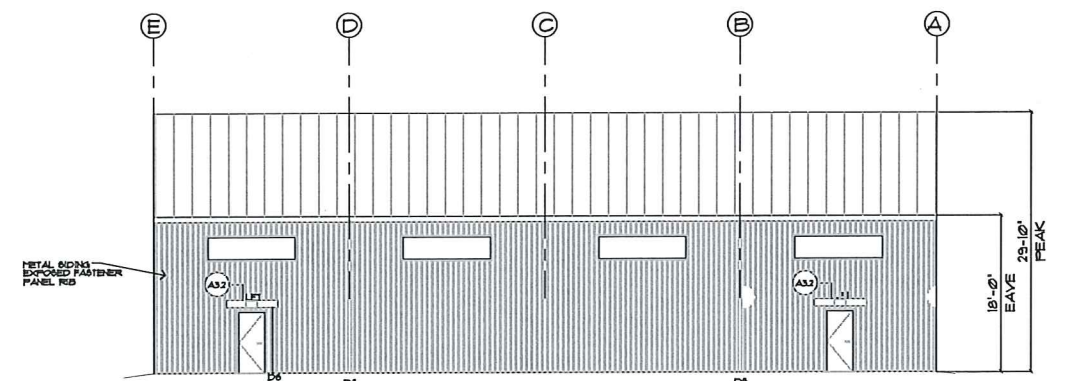
EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION W (2) 16 FT DOORS



SOUTH ELEVATION

ARON
FAEGE
ARCHIT
520 S.W
PORTLAND,
OREGON
97204
503-22



KEN JERNSTEDT AFFELD
NORTH APRON
COMMERCIAL HANGARS
HOOD RIVER OREGON

ELEVATION

DATE: 05/25/20

DRAWN BY:
/AF
CHECKED BY:
AF

NO.	DATE	DESCRIPTION

SHEET

A2.0a

page intentionally blank.

Commission Memo



Prepared by: Fred Kowell
 Date: June 14, 2020
 Re: Financial Review for the Eleven Months
 Ended May 31, 2020

The four attachments regarding this financial review are as follows:

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

Bridge Traffic and Revenue Report

With regard to the Bridge Traffic and Revenue report you can see our traffic is down year-to-date by only 6.8% as compared to FY 2018-19, due to the impact of the Coronavirus. Revenues are also down by \$272,333 year-to-date or 6.8% from last year, as well. Before the coronavirus hit, traffic and revenues were finally moving upward from the previous 12 months of flat activity. The good news is that traffic counts are starting to increase to levels close to prior years on certain days. Tolls have resumed and traffic continues to increase, albeit lower than 2019 levels but very close to 2018 levels.

Schedule of Expenditures by Cost Center by Fund

Personnel services is below budget for this time of year with no exceptions to note. Usually during May we start to bring on seasonal maintenance labor but that was deferred until July.

Materials & Services is tracking well below budget overall as well. The Budget Transfer is included in the budget numbers such that all asset centers will come in on budget. The two asset centers which needed a budget adjustment were the Halyard building and the Port building due to higher utility costs that was not planned in the budget. Maintenance needed a budget adjustment that was due to higher than usual supplies for the winter than anticipated.

Capital Outlay is tracking well below budget due mostly to how capital moves forward throughout the year but this year it's the Coronavirus. Usually in April until the end of the year, most capital projects have their permits in hand and construction moves forward, however the Port deferred some capital projects due to the uncertainty of whether bridge traffic would come back. As you can see in the earlier traffic schedule, bridge traffic is still down as compared to the prior year, but its slowly coming back.

Schedule of Revenues

Toll revenues are below budget by 14.9% year to date and will most likely be just under 10% by year end.

Our lease revenues for some buildings are below budget due to rent deferrals and waivers. However, due to the magnitude of this pandemic, the Port is showing resilience and should finish the year down but marginally. Our revenues are down but so are our expenses such that we will have a drop in our net position for the year but it will mostly be due to the bridge traffic which is directly tied to the pandemic.

Waterfront parking will underperform for this year due to the budget based upon a forecast instead of actual data. However, waterfront parking will start to see traction towards the end of June and beginning of July due to the tentative start of the Waterfront season.

Waterfront Recreation will be well under budget due to the cancelling of events related to the coronavirus and most likely the deferred opening of the waterfront. It's possible that Waterfront Recreation will be down by 30% for the year.

The Marina and Airport revenues are on target with respect to the budget. Airport grant billings will occur in late June which should bring the grant revenues closer to budget.

Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, the actual expenditures are tracking below budget across cost Categories (ie Personnel Services, Materials & Services and Capital Outlay). This is mostly due to the tightening of expenditures once the Coronavirus hit. Revenues although down, are not as significant as earlier forecasted and daily activity is starting to come back to 2019 levels.

Accounts Receivables Update – There are a few individuals that have slid into the 31-60 aging of our accounts receivable. We are in contact with them and they as follows:

Benton – Airport land lease \$9,218.75

Donald Stern – Airport Land Lease - \$425.72

Jeremy Young – Airport Land Lease - \$420.00

Electronic Assemblers – Behind May lease \$13,462.18

Port of Cascade Locks - \$7,982.47 late in getting billing to them.

Real Carbon – Dispute amount from 2019 \$2561.82, otherwise current.

Soniq Aerospace - \$15,993

Wyeast Labs - \$549.51 dispute of prior year amount that is still carried forward.

Staff feel confident of receiving payment for the land leases above at the airport. We feel confident about Electronic Assemblers which has a history of getting behind but does bring their account current. The disputed receivables will need to be researched due to the disagreement between the parties.

RECOMMENDATION: Discussion.

PORT OF HOOD RIVER
Bridge Traffic and Revenue Report
For the Ten Months Ended April 30, 2020 and Four Prior Years

	2015-16		2016-17		2017-18		2018-19		2019-20		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	399,634	\$ 382,921	423,744	\$ 402,074	442,251	\$ 399,618	437,364	\$ 608,941	433,624	\$ 606,062	0.99	1.00
AUG	391,499	\$ 376,690	425,567	\$ 407,839	435,364	\$ 401,815	428,907	\$ 608,085	432,968	\$ 616,279	1.01	1.01
SEPT	364,125	\$ 350,020	387,860	\$ 372,099	412,452	\$ 332,996	396,517	\$ 558,537	389,473	\$ 550,380	0.98	0.99
OCT	353,313	\$ 339,194	357,180	\$ 337,294	389,210	\$ 361,315	390,814	\$ 527,573	387,460	\$ 525,481	0.99	1.00
NOV	312,731	\$ 297,037	330,795	\$ 313,529	341,147	\$ 312,337	340,044	\$ 452,602	334,390	\$ 442,364	0.98	0.98
DEC	289,296	\$ 269,344	285,209	\$ 260,625	324,278	\$ 298,530	395,038	\$ 408,966	327,627	\$ 416,540	0.83	1.02
Calendar Year Total	4,063,317	\$3,814,690	4,280,160	\$4,028,417	4,377,500	\$4,038,137	4,546,163	\$5,969,681	4,328,694	\$5,896,268	0.95	0.99
JAN	291,674	\$ 272,828	245,670	\$ 238,709	327,522	\$ 293,677	323,461	\$ 428,669	313,603	\$ 360,066	0.97	0.84
FEB	305,800	\$ 286,071	266,202	\$ 244,472	296,977	\$ 387,737	241,313	\$ 302,296	325,895	\$ 395,221	1.35	1.31
MAR	342,162	\$ 317,959	350,470	\$ 324,146	357,160	\$ 501,543	345,915	\$ 437,390	274,160	\$ 255,792	0.79	0.58
APR	365,654	\$ 338,556	362,559	\$ 334,362	362,150	\$ 491,217	346,668	\$ 459,806	236,700	\$ 4,393	0.68	0.01
MAY	381,248	\$ 357,119	399,271	\$ 368,296	407,141	\$ 564,038	370,757	\$ 523,822	288,565	\$ 353,299	0.78	0.67
JUN	383,267	\$ 362,425	408,626	\$ 421,541	406,529	\$ 566,765	395,038	\$ 587,179	332,373		0.84	0.00
Fiscal Year Total	4,180,403	\$3,950,164	4,243,153	\$4,024,985	4,502,181	\$4,911,588	4,411,836	\$5,903,866	4,076,838	\$4,525,876	0.92	0.77

This page intentionally left blank.

PORT OF HOOD RIVER
 SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND
 BUDGET AND ACTUAL - 92% THROUGH THE BUDGET
 FOR THE ELEVEN MONTHS ENDED MAY 31, 2020

EXPENDITURES	Personal Services				Materials & Services				Capital Outlay					Debt Service				Total Appropriation		
	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Total	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent
<i>Toll Bridge</i>	1,135,900	956,693	179,207	84%	972,100	698,832	273,268	72%	321,500	231,806	231,806	89,694	72%	-	-	-		2,429,500	1,887,330	542,170
<i>Industrial Facilities</i>																				
Big 7	56,200	48,263	7,937	86%	172,400	144,257	28,143	84%	303,000	26,176	26,176	276,824	9%	-	-	-		531,600	218,695	312,905
Jensen Property	64,300	56,487	7,814	88%	222,000	178,637	43,363	80%	262,000	100,971	100,971	161,029	39%	1,980,000	128,429	1,851,571	6%	2,528,300	464,525	2,063,775
Maritime Building	40,400	35,967	4,433	89%	88,500	49,477	39,023	56%	15,000	-	-	15,000	0%	-	-	-		143,900	85,443	58,457
Halyard Building	62,500	56,100	6,400	90%	312,300	272,598	39,702	87%	28,000	8,815	8,815	19,185	31%	-	-	-		402,800	337,513	65,287
Timber Incubator Building	29,000	25,485	3,515	88%	38,400	29,550	8,850	77%	12,000	-	-	12,000	-	-	-	-		79,400	55,035	24,365
Wasco Building	50,800	45,315	5,485	89%	98,800	80,676	18,124	82%	95,000	78,065	78,065	16,935	-	-	-	-		244,600	204,056	40,544
Hanel Site	36,500	32,238	4,262	88%	24,900	8,880	16,020	36%	290,000	120,972	120,972	169,028	42%	-	-	-	###	351,400	162,089	189,311
	339,700	299,853	39,847	88%	957,300	764,075	193,225	80%	1,005,000	334,999	334,999	670,001	33%	1,980,000	128,429	1,851,571	6%	4,282,000	1,527,356	2,565,333
<i>Commercial Facilities</i>																				
State Office (DMV) Building	24,600	21,543	3,058	88%	47,500	35,074	12,426	74%	10,000	3,866	3,866	6,134	39%	-	-	-		82,100	60,482	21,618
Marina Office Building	39,200	34,943	4,257	89%	55,700	44,761	10,939	80%	13,000	7,091	7,091	5,909	55%	-	-	-		107,900	86,795	21,105
Port Office Building	37,800	32,640	5,160	86%	41,400	33,171	8,229	80%	152,000	56,129	56,129	95,871	37%	-	-	-		231,200	121,940	109,260
	101,600	89,125	12,475	88%	144,600	113,007	31,593	78%	175,000	67,086	67,086	107,914	38%	-	-	-		421,200	269,218	151,982
<i>Waterfront Industrial Land</i>	81,500	62,982	32,936	77%	263,500	111,133	152,367	42%	12,000,000	62,668	62,668	11,937,332	1%	477,750	-	477,750	0%	12,822,750	236,784	12,585,966
<i>Waterfront Recreation</i>																				
Eventsite	122,700	90,125	32,575	73%	55,000	46,030	8,970	84%	90,000	14,409	14,409	75,591	16%	-	-	-		267,700	150,564	117,136
Hook/Spit/Nichols	52,200	42,491	36,841	81%	48,000	31,723	16,277	66%	113,000	27,886	27,886	85,114	25%	-	-	-		213,200	102,100	111,100
Marina Park	176,000	138,963	119,039	79%	71,500	35,517	35,983	50%	65,000	3,515	3,515	61,485	5%	-	-	-		312,500	177,995	134,505
	350,900	271,579	188,455	77%	174,500	113,270	61,230	65%	268,000	45,810	45,810	222,190	17%	-	-	-		793,400	430,659	362,741
<i>Marina</i>	154,900	132,902	21,998	86%	132,100	68,532	63,568	52%	50,000	7,768	7,768	42,232	16%	92,500	90,876	1,624	98%	429,500	300,079	129,421
<i>Airport</i>	153,100	133,628	19,472	87%	156,000	124,193	104,680	80%	3,599,900	625,241	625,241	2,974,659	17%	-	-	-		3,909,000	883,062	3,025,938
Administration	46,300	-	46,300	0%	272,000	170,137	101,863	63%	103,600	-	-	103,600	0%	-	-	-		421,900	170,137	251,763
Maintenance	30,000	-	30,000	-	146,200	121,046	25,154	83%	105,500	80,416	80,416	25,084	76%	-	-	-		281,700	201,463	80,237
<i>Total Expenditures</i>	2,393,900	1,946,763	570,690	81%	3,218,300	2,284,225	1,006,949	71%	17,628,500	1,455,794	1,455,794	16,172,706	8%	2,550,250	219,305	2,330,945	9%	25,790,950	5,906,087	19,695,552
Bridge Repair & Replacement Fund	276,400	243,507	32,893	88%	2,030,700	1,149,793	880,907	57%	488,000	219,841	219,841	268,159	45%	-	-	-	###	2,795,100	1,613,141	1,181,959
General Fund	185,200	140,871	44,329	76%	577,850	349,513	228,337	60%	-	-	-	-	-	-	-	-		763,050	490,384	272,666

Unfavorable Variance - Expenditures

Personnel Services is tracking below budget and should end the year as such.
 Materials & Services is tracking below budget and should end the year as such.
 Capital Outlay is well below budget as projects were preparing to move forward the Corvid-19 pandemic hit and deferred several projects.
 Shaded Green Budget numbers are part of the Budget Transfer that was approved in June 2020 for the FY 2019-20.

page intentionally blank.

PORT OF HOOD RIVER
Schedule of Revenues by Cost Center By Fund
Budget to Actuals - 92% Through Budget
For the Eleven Months Ended May 31, 2020

	REVENUES				
	Budget	Actual	Total	Variance	%
REVENUE FUND					
<i>Toll Bridge</i>					
Bridge Tolls	6,260,000	4,525,876	4,525,876	(1,734,124)	72%
Cable Crossing Leases	12,500	12,000	12,000	(500)	96%
Other	71,000	109,779	109,779	38,779	155%
6,343,500	4,647,655	4,647,655	(1,695,845)		73%
<i>Industrial Facilities</i>					
Big 7					
Lease Revenues	295,800	273,088	\$ 273,088	(22,712)	90%
Reimbursements/Other	100,000	83,148	\$ 83,148	(16,852)	
Jensen Property	362,900	374,351	374,351	11,451	91%
Lease Revenues	145,800	87,314	87,314	(58,486)	
Reimbursements/Other	1,835,000				
Maritime Building	152,400	345,110	345,110	192,710	173%
Lease Revenues	48,500	1,964	1,964	(46,536)	
Reimbursements/Other	242,100	201,235	201,235	(40,865)	85%
Halvard Building	237,800	204,746	204,746	(33,054)	
Lease Revenues	78,300	73,449	73,449	(4,851)	91%
Reimbursements/Other	17,300	13,143	13,143	(4,157)	
Timberline Incubator Building	168,700	219,003	219,003	50,303	100%
Lease Revenues	55,900	4,758	4,758	(51,142)	
Reimbursements	1,129,000	-	-		
Wasco Building	4,869,500	1,881,309	1,881,309	(1,153,192)	39%
Lease Revenues	46,100	37,216	37,216	(8,884)	83%
Reimbursements	-	926	926	926	
Marina Office Building	75,300	68,352	68,352	(6,948)	87%
Lease Revenues	24,100	18,552	18,552	(5,548)	
Reimbursements	48,550	44,504	44,504	(4,046)	90%
Port Office Building	1,000	-	-	(1,000)	
Lease Revenues	195,050	169,550	169,550	(25,500)	87%
Reimbursements	900	4,319	4,319	3,419	480%
Land Sale	180,000	91,297	91,297	(88,703)	51%
Parking	16,500	17,955	17,955	1,455	109%
Other Income	12,500,000	-	-	(12,500,000)	
Financing Source	12,697,400	113,571	113,571	(12,583,829)	1%
<i>Waterfront Recreation</i>					
<i>Eventsite, Hook and Spit</i>					
Eventsite - Passes/Permits and Concessions	182,200	128,848	128,848	(53,352)	71%
Hook/Spit/Nichols	12,800	4,839	4,839	(7,961)	38%
<i>Marina Park</i>					
Sailing Schools, Showers and Events	11,700	7,300	7,300	(4,400)	62%
Lease Revenues	6,800	6,687	6,687	(113)	98%
Reimbursements	2,100	2,486	2,486	386	118%
215,600	150,161	150,161	(65,439)	70%	
<i>Marina</i>					
Lease Revenues	214,900	228,752	228,752	13,852	106%
Moorage Assessment	84,900	84,671	84,671	(229)	100%
Reimbursements/Other	50,450	44,916	44,916	(5,534)	89%
Grant	7,050	7,000	7,000	(50)	99%
357,300	365,339	365,339	8,039	102%	
<i>Airport</i>					
Lease Revenues	195,900	195,297	195,297	(603)	100%
Reimbursements	34,700	16,170	16,170	(18,530)	47%
Grants	2,464,800	226,003	226,003	(2,238,797)	9%
Other Financing Sources	-				
2,695,400	437,470	437,470	(2,257,930)	16%	
<i>Budget to Actual Revenues</i>					
27,373,750	7,765,054	7,651,483	(5,189,867)	28%	
9,437,900	7,422,272	7,308,701	10,639,201	79%	
GENERAL FUND					
<i>Property taxes</i>					
Property taxes	71,800	74,885	74,885	3,085	104%
<i>Grants</i>					
Grants	687,750	416,132	416,132	(271,618)	61%
Transfers from other funds	\$ 763,050	\$ 491,017	\$ 491,017	\$ (268,533)	64%
BRIDGE REPAIR & REPLACEMENT FUND					
<i>Grants</i>					
Grants	2,060,800	848,915	848,915	(1,211,885)	41%
Transfers from other funds	\$ 2,715,300	\$ 2,613,568	2,613,568	(101,732)	96%

page intentionally blank.

PORT OF HOOD RIVER
STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS
AND BUDGET VS ACTUAL PERFORMANCE
FOR THE ELEVEN MONTHS ENDED MAY 31, 2020

	REVENUE FUND							GENERAL FUND	BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport		Administration Maintenance		
OPERATING REVENUES											
Tolls	\$ 4,647,655									\$ 4,647,655	
Leases		\$ 1,486,236	\$ 150,072	\$ 4,319	\$ 6,687	\$ 313,423	\$ 195,297			2,156,034	
Reimbursements		395,073	19,478	91,297	2,486	44,916	16,170			569,419	
Fees, Events, Passes and Concessions					140,988					140,988	
Property taxes								74,885		74,885	
Total Operating Revenues	4,647,655	1,881,309	169,550	95,616	150,161	358,339	211,467	-	74,885	7,588,981	
Operating Expenses											
Personnel Services	956,693	299,853	89,125	62,982	271,579	132,902	133,628	-	140,871	243,507	2,331,141
Materials & Services	698,832	764,075	113,007	111,133	113,270	68,532	124,193	291,184	349,513	1,149,793	3,783,531
Total Operating Expenses	1,655,524	1,063,928	202,132	174,115	384,849	201,434	257,821	291,184	490,384	1,393,301	6,114,672
Operating income/(Loss)	2,992,131	817,380	(32,582)	(78,500)	(234,688)	156,905	(46,354)	(291,184)	(415,499)	(1,393,301)	1,474,310
Other Resources											
Income from other sources	-	-	-	17,955	-	-	-	146,064	6,769	43,457	214,245
Grants	-	-	-	-	-	7,000	226,003	-	-	848,915	1,081,918
Sale of land	-	-	-	-	-	-	-	-	-	-	-
Note receivables	-	-	-	-	-	-	-	-	-	-	-
Total Other Resources	-	-	-	17,955	-	7,000	226,003	146,064	6,769	892,372	1,296,162
Other (Uses)											
Capital projects	(231,806)	(334,999)	(67,086)	(62,668)	(45,810)	(7,768)	(625,241)	(80,416)	-	(219,841)	(1,675,635)
Debt service	-	(128,429)	-	-	-	(90,876)	-	-	-	-	(219,305)
Total Other (Uses)	(231,806)	(463,428)	(67,086)	(62,668)	(45,810)	(98,645)	(625,241)	(80,416)	-	(219,841)	(1,894,941)
Transfers In/(Out)	(2,613,568)							(416,132)	416,132	2,613,568	-
Net Cashflow	\$ 146,757	\$ 353,952	\$ (99,667)	\$ (123,213)	\$ (280,498)	\$ 65,260	\$ (445,592)	\$ (641,668)	\$ 7,403	\$ 1,892,798	\$ 875,532
BUDGET VS ACTUAL PERFORMANCE											
FY 2019-20 Budget											
Operating revenues - Budget	\$ 6,272,500	\$ 1,905,500	\$ 195,050	\$ 197,400	\$ 215,600	\$ 350,250	\$ 230,600	\$ -	\$ 71,800	\$ -	\$ 9,438,700
Operating revenues - Actuals	4,537,876	1,881,309	169,550	95,616	150,161	358,339	211,467	-	74,885	-	7,479,202
Actuals greater/(Less) than budget	(1,734,624)	(24,192)	(25,500)	(101,784)	(65,439)	8,089	(19,133)	-	3,085	-	(1,959,498)
	72%	99%	87%	48%	70%	102%	92%		104%	#DIV/0!	79%
Operating expenses - Budget	2,108,000	1,297,000	246,200	345,000	525,400	287,000	309,100	494,500	763,050	2,307,100	8,682,350
Operating expenses - Actuals	1,655,524	1,063,928	202,132	174,115	384,849	201,434	257,821	291,184	490,384	1,393,301	6,114,672
Actuals (greater)/Less than budget	452,476	233,072	44,068	170,885	140,551	85,566	51,279	203,316	272,666	913,799	2,567,678
	79%	82%	82%	50%	73%	70%	83%		64%	60%	70%
Other Resources - Budget	71,000	\$ 2,964,000	-	12,500,000		7,050	2,464,800	156,000	6,300	2,078,800	20,247,950
Other Resources - Actuals	109,779	-	-	17,955	-	7,000	226,003	146,064	6,769	892,372	1,405,942
Actuals greater/(Less) than budget	38,779	(2,964,000)	-	(12,482,045)	-	(50)	(2,238,797)	(9,936)	469	(1,186,428)	(18,842,008)
Other (Uses) - Budget	321,500	2,985,000	175,000	12,477,750	268,000	142,500	3,599,900	209,100	-	488,000	\$ 20,666,750
Other (Uses) - Actuals	231,806	463,428	67,086	62,668	45,810	98,645	625,241	80,416	-	219,841	\$ 1,894,941
Actuals (greater)/Less than budget	89,694	2,521,572	107,914	12,415,082	222,190	43,855	2,974,659	128,684	-	268,159	18,771,810
	72%	16%	38%	1%	17%	69%	17%	38%	#DIV/0!	45%	9%
Net Position - Budget vs Actuals	\$ (1,153,675)	\$ (233,548)	\$ 126,483	\$ 2,137	\$ 297,302	\$ 137,460	\$ 768,008	\$ 322,064	\$ 276,220	\$ (4,470)	\$ 537,982

page intentionally blank.

Commission Memo



Prepared by: Anne Medenbach
 Date: July 14, 2020
 Re: Airport Advisory Committee

The Airport Advisory Committee (AAC) is a committee that provides input to the Commission on various airport related matters. There are currently 10 members:

Commissioners: Streich and Everett

Public Members: Ken Newman, Dave Koebel, John Benton, Tor Bieker, Brook Bielen, Bud Musser, James Stuart

Ex Officio: Tac Aero

Staff requests Commission direction on the following issues that have recently arisen:

1. **Member requirements.** The current AAC has provided recommendations for new membership. The public notice issued by the Port soliciting applicants for the three vacant seats specified “aviation experience” as a preference. Additionally, residence within Hood River County is a requirement. John Benton, Mark Stanfield, Tyler Sibley and Margot Daimier all submitted applications, and Ms. Daimier is the only non-pilot. Mr. Sibley lives in Washington and therefore does not meet the requirements for the Committee.
 - a. Question: Does the Commission feel that aviation experience should be preferential for Committee membership? If not, is there a number of seats that should be designated specifically for non-aviation experienced people?
 - b. Question: Would the Commission like to move forward with the existing applicant pool, or re-advertise the vacancies, omitting the aviation experience preference?
 - c. Question: The AAC would also like to designate WAAAM as an Ex Officio Member.
2. **Committee purpose.** General committee guidance in the Port’s Governance Policy states that Committees are responsible “to investigate, discuss and collect information on behalf of the Commission.” No specific function beyond that has been designated to the AAC.
 - a. Question: Does the Commission want to designate specific functions to the AAC?
Examples:
 - i. Interface with the non-flying public to find solutions to airport related community impacts.

- ii. Identify opportunities to involve the non-flying public in the airport and aviation.
 - iii. Identify opportunities for the Port to synergize with the pilot/aviation community.
- 3. **Commission Involvement.** Currently there are two Commissioners who sit on the Committee.
 - a. Does the Commission feel that two Commissioners are needed for this Committee?
 - b. Are there specific Commissioners that have an interest in the Airport who would like to sit on the Committee?

RECOMMENDATION: Discussion. Possible action for Member appointments.

**PORT OF HOOD RIVER
COMMITTEE APPLICATION**

Please print - use back if needed

Application Date: 5-29-20 **Date Appointed:** _____

COMMITTEE

- (Please check one)
- Community Relations
 - Waterfront Recreation
 - Airport Advisory

Name: JOHN M. BENTON

Address: 1450 NUNAMAKER RD. Hood River

Email: jimb@gorge.net

Home Phone: 541 4907480 **Work Phone:** - **Fax:** -

Employer: Self **Occupation:** Orchardist

Government committees/commissions/boards on which you have served: _____

SEE NOTE A.

Civic/service organizations in which you have participated: _____

SEE NOTE B.

Special interests: SEE NOTE C.

Briefly describe why you are interested in this appointment: _____

SEE NOTE D.

Special skills/experience you would bring to this committee: _____

SEE NOTE E.

Explain any special scheduling needs: NONE

RETURN APPLICATION TO: Port of Hood River, 1000 E. Port Marina Drive
Hood River, Oregon 97031
Tel: (541) 386-1645 Fax: (541) 386-1395

NOTE: Members must be residents of the Port District at all times during their service on a committee.

Notes to Airport Advisory Committee Application

Note A: Hood River Co. Budget Comm. six years, Port of Hood River Budget Comm. nine years, Farmers Irrigation District Board of Directors twenty years, Ore Fish Screening Task Force six years.

Note B: I have been a member for forty plus years and past president of the Hood River Rotary Club. I have served on the Hood River Rotary Foundation for twenty years. I have been a member for thirty years and a past Big Squeek of the Crag Rats Mountain Rescue organization.

Note C: Museum operations and management, Flying, Hunting, Fishing, Boating, Mountain Rescue.

Note D: As an adjacent farming neighbor, Western Antique Aeroplane and Automobile Museum Board member, long time airport hanger lessee, airplane owner and flier, I am very interested in a healthy and vibrant Hood River Airport and would like to help keep it that way.

Note E: I have a good understanding of airport economics, operations and management practices. I also have a background in accounting, finance, and business management.

**PORT OF HOOD RIVER
AAC BUDGET COMMITTEE APPLICATION**

Please print – use back if needed

NAME: Margo Dameier
ADDRESS: 1650 Jeanette Rd, Hood River
Email margo@gorge.net
PHONE: 541-386-4970 **FAX:** _____

(You must be a registered voter residing in the Port District.)

Government committees/commissions/boards/civic/service organizations on which you have served: Chairperson - Windmaster Sewer Advisory Committee, Hood River

Valley Adult Center Capital Funds Campaign Committee, OSU Master Gardener volunteer

Please state in concise terms any relevant experience you may have and explain why you would like to serve on the Port of Hood River Budget AAC Committee:

The airport has been my neighbor for 28 years. I'm interested in airport activities and have been attending AAC meetings for 3 years. I feel that it's important to have non-pilot community members on the AAC committee to help guide a balance between airport and residents.

Margo Dameier 2/3/20
Signature Date

since 2005. Served as President in 2009 and Publicist for many years. Received the 2019 'Behind the Scenes' award. Continue to be an active member of the Central Gorge Master Gardener Association. The CGMA provides community service and education programs on garden related topics.

TO: ANNE MEGEN BACH

**PORT OF HOOD RIVER
BUDGET COMMITTEE APPLICATION**

AIRPORT

Please print - use back if needed

NAME: MARK A. STANFELD

ADDRESS: 1640 4TH STREET

Email MARK STANFELD 74@GMAIL.COM

PHONE: 541-645-0447 FAX: _____

(You must be a registered voter residing in the Port District.)

Government committees/commissions/boards/civic/service organizations on which you have served: _____

BOARD OF HOOD RIVER SOARING

Please state in concise terms any relevant experience you may have and explain why you would like to serve on the Port of Hood River Budget Committee:

I AM THE CHIEF (C.F.I.G (FLIGHT INSTRUCTOR)
FOR HOOD RIVER SOARING AND IN THE
FIELD OR ON THE AIRFIELD I HELP MANAGE
YOUTH AND ADULT PILOTS, TOW PILOTS,
SOARING PILOTS, AND OTHER TRAFFIC.
I HAVE A UNIQUE VIEW OF SAFETY
REQUIREMENTS AND NEEDS AND WANTS
OF ALL PILOTS AND THE LOCAL COMMUNITY
OF HOOD RIVER. THANK YOU FOR YOUR CONSIDERATION.

Mark Stanfeld

2/3/2020

Signature

Date

This page intentionally left blank.

PORT OF HOOD RIVER COMMITTEE APPLICATION

Please print – use back if needed

Application Date: February 11th, 2020

Date Appointed: _____

COMMITTEE

(Please check one)

- Community Relations
- Waterfront Recreation
- Airport Advisory

Name: Tyler A. Sibley

Address: 890 NW Loop Rd White Salmon, WA 98672

Email: Tyler.A.Sibley@gmail.com

Home Phone: 224-578-3392 Work Phone: 224-578-3392 Fax: _____

Employer: Insitu Occupation: Flight Operations

Government committees/commissions/boards on which you have served: N/A

Civic/service organizations in which you have participated: President of the Columbia River Gorge Chapter of the Experimental Aircraft Association (EAA Chapter 1567).

Special interests: Youth Aviation Education, Hood River Soaring Club, EAA

Briefly describe why you are interested in this appointment: I want to help improve the airport's public image, address noise concerns and advocate for airport improvements.

Special skills/experience you would bring to this committee: 20+ years of general aviation experience including a Commercial Pilot Certificate. I also have a B.S. in Aeronautics which included extensive study in airport operations.

Explain any special scheduling needs: Preferably after working hours.

RETURN APPLICATION TO: Port of Hood River, 1000 E. Port Marina Drive
Hood River, Oregon 97031
Tel: (541) 386-1645 Fax: (541) 386-1395

NOTE: Members must be residents of the Port District at all times during their service on a committee.

This page intentionally left blank.



Hood River - White Salmon BRIDGE REPLACEMENT PROJECT

Project Director Report
July 14, 2020

The following summarizes Bridge Replacement Project activities from June 16-July 9, 2020:

CRITICAL PATH UPDATE

The Biological Assessment (BA) appears to be on track with the natural resource agencies agreeing to a three-year construction window and a three-year demolition window. Several comments were received from agencies after the second review and no red flags were raised. A meeting is being scheduled with reviewers to discuss path forward, but Dan Gunderson, the WSP biologist, has done a good job of getting agreement.

Section 106 efforts are split primarily into Historic Structures and Archaeological disciplines. The historic structure work is progressing with the main discussion centered around mitigation for the removal of the existing bridge. As noted in the submitted memo, the level 2 field archaeological work plan was sent to state historic preservation offices and tribes last month and comments have been coming in. There is concern about the testing plan in a specific area and potentially disturbing resources. It is likely that these comments will require additional discussion and a modification to survey plan. The site in question would be the landing area for one of the non-preferred alternatives, but an evaluation must be made to make the case that the preferred alternative is the best option for bridge replacement.

Project team visited the Treaty Fishing Access Site (TFAS) to take pictures last Friday. The pictures will be used to develop a visual representation of the new bridge in relation to the TFAS. This was a recommendation from CRITFC operational staff as a way to encourage feedback from tribal fishers. There is still hesitancy, due to COVID, by tribal fishers to meet with the project team. Once images are complete, the team is hoping to meet with fishers either in person, via video or through questionnaires to generate feedback.

The 100+ page Supplemental Draft EIS Draft #2 has been distributed and comments are due at the end of the month.

In spite of COVID and agency delays, the FEIS/ROD is still scheduled for completion during Summer 2021.

COST TO COMPLETE. As noted last month, the Port is entering the second - and last - Cost to Complete (C2C) analysis. This analysis will review cost savings since the last C2C (completed in Summer 2019), cost over-runs, potential use of contingency and prioritizations of remaining critical tasks. WSP submitted an updated scope and budget last Friday and the Port and Otak will be reviewing materials on July 16. The parties will hold a half-day meeting to jointly discuss the best approach moving forward with the remaining budget on July 17. WSP will finalize the documents and submit to the Port on July 24 with a presentation to the Port Commission at

their August meeting. The C2C analysis will also evaluate the pros and cons of adding toll revenue to complete geotechnical borings that at this point are out of scope.

OTHER ITEMS

The Bi-State Working Group has not met since early June due to Mr. Siegel's unavailability. The BSWG is scheduled to meet July 16 to discuss the goals of the Bi-State Compact, specifically the development of a Memo of Understanding among the members to agree on a work plan moving forward.

Attended a video session sponsored by Pacific NW Waterways on Understanding the Rights of Tribes. The presentation described the role and influence of Indian tribes on permits and uses of northwest waterways. Attorneys from Schwabe, Williamson & Wyatt presented.

Continuing to work on the geotech permits with the USACE regulatory and real estate departments.

Beginning the 2Q 2020 ODOT reimbursement request.

A 5-year budget update for the \$5-million ODOT grant is included in the packet. This includes final anticipated expenses for the 2019-20 fiscal year. As of June 30, there is a WSP contingency of \$209k and a ODOT contingency of \$387k. Based upon prior discussions with WSP, it is likely that most of the WSP contingency will be used to complete NEPA. There is approximately \$190k budgeted for non-NEPA related activities: \$12k engineering RFP, \$110k governance evaluation, \$50k toll study, and \$20k project delivery analysis.

MEETING SCHEDULE

- WSP Submits C2C Proposal, July 10
- Treaty Fishing Access Site Visit, July 10
- WSP Weekly Check In, July 13
- Thorn Run Partners, July 14
- USDA-RD NEPA review, July 15
- Cost To Complete (C2C) Strategy w/ Otak, July 16
- Bi State Working Group Meeting, July 16
- Sen. Merkley Virtual Town Hall, July 16
- C2C Negotiations, July 17
- WSP Weekly Check In, July 22
- NEPA Coordination Meeting, July 23
- Cultural Resource Meeting, July 24
- WSP Weekly Check In, July 27
- Thorn Run Partners, July 28



MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Angela Findley, WSP
SUBJECT: Status of Critical Path Activities and Projected Work through Aug 15
DATE: July 8, 2020

CRITICAL PATH ACTIVITIES

Progress and challenges to completing critical path activities are described below.

1. AGENCY/TRIBE INVITATION LETTERS – COMPLETE

2. AGENCY/TRIBE REVIEW OF METHODOLOGY MEMORANDA – COMPLETE

3. ENDANGERED SPECIES ACT (ESA) COMPLIANCE

PROGRESS:

- Draft 2 of the Biological Assessment will be submitted for FHWA, ODOT and NMFS liaison review on June 19.
- Comments received during week of July 6-10
- Draft 3 of the Biological Assessment to be submitted Aug 10 for final reviews by FHWA, ODOT, Port, and NMFS liaison

CHALLENGES:

- Prior challenges resolved.

SCHEDULE RISKS:

- **Moderate risk** associated with meeting expectations of multiple agencies within the overall EIS schedule.

SCHEDULED COMPLETION DATE: ~~1/5/2021 (APRIL 2020 MEMO)~~; 1/12/2021 (MAY 2020 MEMO)

- No change to completion date from May 2020 memo.
- Successor task: Final EIS (final review draft)



4. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

PROGRESS:

- FOE for the “Hood River Loops” segment of the Historic Columbia River Highway was finalized.
- Eligibility forms were finalized for the residential properties.
- Findings of effect are being developed for six residential properties and expected to be finalized by July 31.
- Historic Resources Technical Report is underway; draft report to be sent to Port and ODOT on August 7.
- A fieldwork plan (research design and testing plan) was sent to SHPOs and tribes on June 11; comments are being received beginning July 6. Resolution of comments to occur by July 14.
- Archaeological testing fieldwork to be conducted in mid-July.
- Being preparing the Memorandum of Agreement (MOA) and mitigation plan for the adverse effects to the bridge – this is advanced from prior schedules approximately 2 months.

CHALLENGES:

- Consulting individually and collectively with four Tribes with treaty fishing rights on the Columbia River to discuss potential impacts to the White Salmon Treaty Access Fishing Site and treaty fishing rights is requiring more time than anticipated. ODOT has contacted all four treaty tribes and has met with (Umatilla) or will schedule (Yakama, Warm Springs and Nez Perce) individual meetings. This effort has slowed down as a result of COVID-19; ODOT is reaching out to tribes to determine if tribes will hold meetings via video-conference (e.g., Zoom). The Port is identifying opportunities to engage tribal fishers via web-meeting.

SCHEDULE RISKS:

- **High risk:** Obtaining responses from the tribes and scheduling meetings has also delayed the schedule. Past delay and any continued delay have a high risk of further delaying the SDEIS production schedule.

SCHEDULED COMPLETION DATE: ~~4/16/2021 (APRIL 2020 MEMO); 5/17/2021 (MAY 2020 MEMO); 5/4/2021 (JUNE 2020 MEMO); 3/3/2021 (JULY 2020 MEMO)~~

- Adjustment made to schedule to advance the MOA and Mitigation Plan for the bridge. This adjustment accelerated completion of Section 106 by approximately 2 months.
- Successor task: Final EIS (final review draft)

5. SUPPLEMENTAL DRAFT EIS PUBLICATION DATE

PROGRESS:

- Administrative draft #2 SDEIS was completed and submitted for FHWA and Oregon Department of Justice review on July 2.
- Section 4(f) Technical Report is underway with expected submittal to ODOT and the Port on July 31 and FHWA on August 14.
- Tribal consultation anticipated restart in late July or August.
- Three tribes are conducting ethnographic studies that will inform the cultural resources analysis and will be incorporated into the SDEIS. Draft results received from all tribes. Expect final results in July, although dependent on tribes’ resumption of activities after COVID risks are lowered.



CHALLENGES:

See challenges identified in Milestones 3 and 4.

SCHEDULE RISKS:

- **Moderate risk:** SDEIS restart was successful and draft #2 met delivery date. Schedule is still aggressive to preserve the target completion date.

SCHEDULED COMPLETION DATE: **11/13/2020**

- No change to completion date from April 2020 memo.
- Successor tasks: Public Review Period, Final EIS Footprint Set, and Final EIS/Record of Decision

6. CONFIRM NAVIGATION CLEARANCE – COMPLETE

7. FINAL EIS FOOTPRINT SET

Not started, successor task to the SDEIS publication.

SCHEDULED COMPLETION DATE: **1/28/2021**

- No change to completion date from April 2020 memo.
- Successor tasks: Final EIS/Record of Decision

8. PUBLISH FINAL EIS/RECORD OF DECISION

Not started, successor to SDEIS publication and FEIS footprint set.

SCHEDULED COMPLETION DATE: **7/22/2021**

- No change to completion date from April 2020 memo.
- Successor tasks: Close out EIS project



PROJECTED WORK FOR NEXT 30 DAYS

The following work is projected to occur from July 15 through August 15.

TASK 1. PROJECT MANAGEMENT

- Coordination with Port, Consultant Team and other agencies
- Invoice for June activities
- Update schedule and critical path status
- Prepare and submit draft 2020 cost-to-complete budget on July 10 for Port review; hold review meeting with Port on July 17; finalize by July 24.

TASK 2. PUBLIC INVOLVEMENT

- Schedule and begin preparations for September meeting with the EIS Working Group.
- Prepare monthly update for September issue.

TASK 5. ENVIRONMENTAL

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, cultural resources, tribal coordination and all other facets of NEPA compliance
- Incorporate review comments on the Biological Assessment from FHWA, NMFS, ODOT and Port review; submit revised draft BA on August 10.
- Finalize plan for additional archaeological fieldwork based on SHPOs/tribes' review.
- Prepare draft/final Findings of Effect for the residential properties with views of the bridge.
- Prepare and submit draft Historic Resources Technical Report.
- Conduct archaeological testing fieldwork.
- Begin revising the archaeological survey report and preparing the draft testing report.
- Address FHWA and Oregon DOJ review of Administrative Draft #2 Supplemental Draft EIS; begin preparing Administrative Draft #3 Supplemental Draft EIS for FHWA legal sufficiency review.

TASK 6. ENGINEERING

- Support the Supplemental Draft EIS production by addressing Requests for Information regarding design.
- Shoot baseline photos and begin a new photo-simulation from the Treaty Fishing Access Site on July 10; prepare draft simulation by July 17; finalize upon receipt of Port and ODOT review comments.

TASK 7. TRANSPORTATION (TASK COMPLETE)

TASK 8. PERMIT ASSISTANCE

- Continued monitoring with US Army Corps of Engineers on issuance of permit for in-water work associated with geotechnical exploration on up to 12 borings.

A	L	S	AG	AH	AV	BK	BO	BP
1	DRAFT							
2	BRIDGE REPLACEMENT PROJECT							
3	within the BRIDGE R&R FUND							
4	7/9/2020 16:16							
5								L+S+AH+BK+BO
6	Completed	Completed	Adopted	Projection for	RESOURCES & REQUIREMENTS DESCRIPTION	FY 20-21 Adopted by Commission	FY 21-22 Proposed By Project Director	PROJECT TOTAL (6/30/22)
7	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year				
8	2017-18	2018-19	2019-20	2019-20				
34	REQUIREMENTS							
35								
36								
37	49,654	162,425	205,100	183,000	PERSONAL SERVICES	210,602	60,000	665,681
42								
43	198,940	1,298,483	1,895,000	1,136,331	MATERIALS & SERVICE	1,326,559	25,220	3,985,533
44	0	1,186,441	1,481,000	946,000	Professional Services - NEPA (WSP USA Inc.)	943,559	0	3,076,000
45	0	164,537	151,000	165,000	.....Task 1. Project Mgt.	152,476	0	482,013
46		113,932	114,000	33,000	.....Task 2. Public Involvement	100,371		247,303
47		0	0	0	.....Task 3. Project Delivery Coordination*	0		0
48		0	0	0	.....Task 4. Tolling/Revenue Coordination	0		0
49		427,582	438,000	543,000	.....Task 5. Environmental	341,046		1,311,628
50		216,133	459,000	161,000	.....Task 6. Engineering	131,269		508,402
51		117,114	25,000	12,000	.....Task 7. Transportation	0		129,114
52		127,076	55,000	21,000	.....Task 8. Permit Assistance*	3,315		151,391
53		0	0	0	.....Task 9. Contract Contingency	208,629	0	208,629
54	0	20,068	239,000	11,000	.....Task 0. Other (Direct Expenses)	6,453		37,521
55	144,555	52,354	70,000	45,550	Contracted Project Advisors	164,000	20,000	426,458
56	49,127	38,305	45,000	28,500	.....Procurement/Financial (Siegel)	15,000	0	130,932
57					.....Governance Evaluation (Siegel)	110,000		110,000
58	20,280	8,104	15,000	10,500	.....NEPA Advising (Otak)	27,000	0	65,884
59	37,740	2,040	5,000	0	.....Procurement/Delivery Advising (Clary)*	0	0	39,780
60	11,500	0	0	0	.....EIS RFP Services (SWRTC)	0	0	11,500
61	5,157	0	0	0	.....Pre-FEIS (WSP)	0	0	5,157
62	0	3,625	5,000	550	.....Cultural Resources Advising (Akana)	0	0	4,175
63	20,751	0	0	0	.....Preliminary Cost Estimate (Mott)	10,000		30,751
64	0	280	0	6,000	.....Other	2,000	20,000	28,280
65	0	22,500	280,000	120,000	Professional Services - Other Studies/Agency Review	175,000	0	317,500
66	0	20,000	135,000	0	.....Traffic/Tolling/Funding Study (Stantec)*	50,000	0	70,000
67	0	0	20,000	0	.....Project Delivery Analysis*	20,000	0	20,000
68	0	2,500	125,000	120,000	.....Government Agency Review	80,000		202,500
69	0	0	0	0	.....Miscellaneous Studies (Ethnographic)	25,000	0	25,000
70	0	0	0	0	.....Post-NEPA Activities			0
71	34,215	5,548	14,000	2,490	Legal	7,000	0	49,253
72	22,450	5,170	6,000	1,130	.....Local Counsel (Jaques Sharp)	1,500	0	30,250
73	11,765	378	8,000	1,360	.....Specialty Counsel (Schwabe)	5,500	0	19,003
74	812	3,093	20,000	2,921	Other Project Items	5,000	1,000	12,826
75	0	0	0	0	.....Initial Right-of-Way*	0	0	0
76	0	0	19,000	0	.....Project Delivery RFI/Support*	0	0	0
77	812	3,093	1,000	921	.....Advertising/Newspaper Notices	5,000	1,000	10,826
78	0	0	0	2,000	.....Other/Meeting Expenses			2,000
79	19,358	28,547	30,000	19,370	Administrative - Reimbursements, Office, Services, Supplk	32,000	4,220	103,495
80	1,680	0	2,600	800	.....IT Service	2,000	0	4,480
81	451	1,825	900	70	.....Phone/Internet Service	800	120	3,266
82	13,528	26,277	26,000	18,500	.....Reimbursements (lodging, travel, etc.)	28,800	4,000	91,105
83	3,069	445	500	0	.....Office Equip & Supplies	400	100	4,014
84	630	0	0	0	.....Other	0	0	630
85								
95	248,594	1,460,908	2,100,100	1,319,331	TOTAL EXPENSES	1,537,161	85,220	4,651,214
96								
99	0	0	225,000	0	CONTINGENCY	348,786	0	348,786
100								
101	0	0	0	0	UNAPPROPRIATED ENDING FUND BALANCE	0	0	0
102					* non-NEPA/ODOT-eligible item			
103	248,594	1,460,908	2,325,100	1,319,331	TOTAL REQUIREMENTS	1,885,947	85,220	5,000,000

This page intentionally left blank.



EIS UPDATE

BRIDGE REPLACEMENT PROJECT

AUGUST 2020

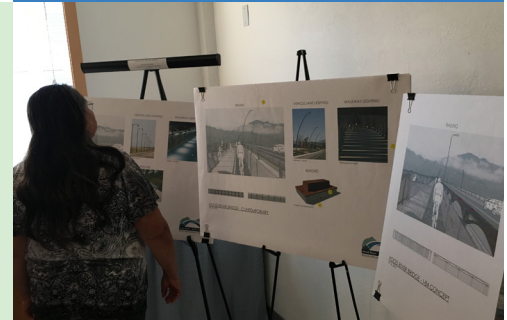
In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the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

What's new on the project?

- An administrative draft of the Supplemental Draft EIS is under review by the Federal Highway Administration (FHWA) and the Oregon Department of Justice.
- Revising the archaeological fieldwork plan to address agency and tribal review comments; expecting to conduct the archaeological testing in late July.
- Completing the analysis of the historic properties within the project area and preparing the Historic Resources Technical Report.
- Preparing a final biological assessment to address comment received from the FHWA, Oregon Department of Transportation (ODOT), and liaisons to the National Marine Fisheries Service. The biological assessment documents Project impacts to threatened and endangered species and habitat and associated proposed conservation measures.
- Preparing a photo simulation of a view from the Washington shoreline toward the Hood River Bridge.

What are the next steps?

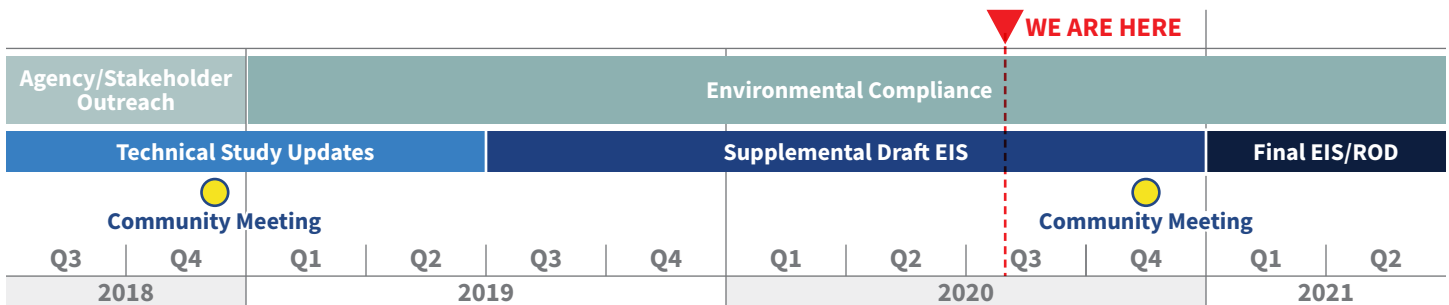
- Revise the administrative draft of the Supplemental Draft EIS to address comments and prepare an updated version for FHWA legal sufficiency review.
- Consult with Native American tribes on cultural resources, access to the Columbia River, fishing activities, treaty rights, and any other interests identified by the tribes that relate to the Project.
- Complete any needed lab analysis from the archaeological fieldwork and begin preparing an Archaeological Technical Report.
- Begin preparing for an EIS Working Group meeting to brief the members on the status of the Supplemental Draft EIS and public involvement outreach proposed in Fall 2020.



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.



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

July 14, 2020

Administrative

- Staff recommends the Commission again schedule just one meeting next month, on August 11. There are limited action items that require additional meetings. If we stay with our regular schedule, meetings would occur on August 4th and 18th. Commission direction is sought to confirm the schedule.
- A steep drop in lottery funds due to the COVID-19 crisis has halted the sale of \$273 million in state lottery bonds to pay for various projects around the State. The waterfront storm line was one of the projects de-funded. Thorn Run's report on the first Special Session of the Oregon legislature is attached.
- Several facilities staff members have, or will be, undergoing medical procedures in the next few weeks. The staffing deficiency has been partially filled with the addition of three summer seasonal workers.
- Esperanza Perez has left the Port and is moving to California. Esperanza was one of the primary contacts for callers inquiring about the invoicing when all-electronic tolling was in place. She worked long hours and was extremely proficient. She will be missed.
- Current issues relevant to the COVID-19 pandemic:
 - On June 30, Governor Kate Brown extended the Emergency Order for the State of Oregon for 60 days. A subsequent order required face coverings in all interior public places.
 - Several COVID-positive cases occurred within the workforce of a business in the Big 7 Building. Three Port staff who had been working in the building were tested but the results were negative.
 - One Event Site seasonal employee displayed symptoms after returning from out of state travel, but also tested negative.
 - Staffing levels in the toll both are back to normal levels with two per shift.
 - The City has opened Waterfront Park except for the playground area.
 - Staff continues to participate on the bi-weekly EOC and JIC calls.
 - With additional staff in the office regularly, stricter protocols have been implemented in the office. Primarily this means wearing of face coverings when not at one's personal workstation and daily cleaning of surfaces.
 - Genevieve participated in a coordinated JIC effort headed by the Visit Hood River committee of the Chamber ahead of the 4th of July weekend that informed visitors of parade/fireworks cancellations, mask and other COVID safety requirements and

expectations, and limited garbage and bathroom services. Ashley Huckaby-May was interviewed as well as Mayor Kate McBride for several Portland-based evening news stations.

- Of note for the 4th of July weekend:
 - Crowds were significantly smaller.
 - Additional dumpsters and port-a-potties were installed and heavily used.
 - Generally, most vehicles left Port property by 11:00 p.m.
 - One port-a-potty was blown up. This happened last year as well.
 - The Event Site was open for annual passholders only. This was much appreciated by locals.
 - Lot #1 was closed throughout the holiday weekend.
 - Interestingly, several Facilities staff have not taken the 4th of July off for ten years or more due to the intense activity that occurs on the Waterfront. With the absence of the fireworks they were able to do so this year. Daryl Stafford, John Mann, and Jonathan Jones deserve great thanks for working most of the day to organize and direct operations and customer interface, particularly at the Event Site.
- The Commission has discussed the potential negative financial impacts of COVID on Port operations. CFO Fred Kowell and I will be monitoring revenues and expenditures closely throughout this new fiscal year. For example, by September, there will a clearer picture of Q1 bridge traffic which will indicate the degree to which volumes and revenue have rebounded since tolling operations were fully restored on June 1. This, of course, is the Port's largest revenue source. However, even at the early stage of FY 20/21, I believe it is appropriate to provide for the usual step increases and CPI adjustments for staff and to make reasonable capital expenditures for crucial projects such as the Big 7 roof. If the revenue picture worsens as we approach the end of the calendar year, it may be necessary to restrict capital expenditures or consider staff furloughs with enough time left in the fiscal year to address any fiscal year deficit.

Recreation/Marina

- American Cruise Lines continues to work with the State of Oregon to determine when cruise operations can begin again. On July 8 the office of Oregon Governor Kate Brown issued a letter (attached) stating that cruise lines would not be allowed to operate in Oregon for an indefinite period. It is likely that no landings will occur in Hood River this year.
- The Hood River County Parks & Recreation Master Plan Subcommittee held a meeting on July 9 to discuss final changes to the draft Master Plan. This step has been long-delayed due to COVID.

- Facilities crews removed a significant amount of brush and opened up a much wider opening from the east end of the Event Site to the Sandbar. See photo to right. This will help alleviate crowding conditions for kilters.
- Facilities staff installed chain link fabric on the outside of the Event Site Dock fence line to deter jumpers. This has been a constant problem for many years. Thus far the approach seems to have worked.
- The new access ramp and re-configuration of the Nichols Basin Dock is complete. This added significantly more usable area and has been well received by Gorge Kayak and users. The dock remains particularly popular with teenagers. See photo to right.



- A small grass fire occurred on the bank adjacent to the Nichols Basin seawall on July 5. Quick response by Todd Anderson and his employees, Commissioner Chapman’s family (who just happened to be there and witnessed the fire starting), Hood River Police and Port crews put the fire out quickly. See photo below.



Development/Property

- Coles + Betts has completed their investigation for the environmental work at the Jensen Building and their report has been submitted to the Oregon Department of Environmental Quality (DEQ). The work is now paused as we await response. The objective is a No Further Action Letter (NFA). Total costs to date are approximately \$50,000. No insurance payments have been received but are expected.
- The bid opening for the re-roof of the Big 7 Building occurred on July 8 and one responsive bid was received. This is an important project to complete and an action item on the agenda.
- Re-painting of all curbs around Lot #1 and the Event Site took place June 29-31. See photo to right.
- Hood River Painting completed the interior painting of the new offices for Columbia Gorge News at 600 E. Port Marina Way. The tenant will move in August 1.
- Facilities staff carried out a major repair of the riprap next to the Jensen Building where a wash out had occurred along the riverbank. About 28 Cubic yards was placed. See photos below.



- Work will begin on a new garbage enclosure for the Big 7 Building in August. A contract is likely to be brought before the Commission at that time.
- Pfriem has installed a small outdoor dining area in the parking spaces to the east of the Halyard Building, as has been common for local restaurants to implement COVID social distancing for dining. See photo to right. Pfriem has also re-started their expansion project with re-mobilization occurring on July 6.



Airport

- Minutes from the June 16 AAC meeting are attached.
- The Connect 6 project is going well and over 40% complete. The wetlands have been filled and the compensatory wetland area excavated. Utilities are nearly complete. Paving will likely begin in the first or second week of August.
- The North Apron project will likely start back up again July 13, after the Change Order is executed. At that time, the North Ramp will be inaccessible to aircraft for three weeks as will the runway for aircraft parked in the T-Hangars and at WAAAM. Work has been paused after a shut down that lasted a little over a week due to subgrade issues.
- The monthly FBO report is attached.
- The initial meeting of the working group convened to discuss noise conditions occurred on July 9. Anne Medenbach will give the Commission an update at the meeting.

Bridge/Transportation

- The biennial Fracture Critical Inspection was conducted the week of July 6th. This requires up close inspection and photography of every structural member of the bridge by a climbing crew from David Evans & Associates. The deck inspection took place on July 9th and required single lane closures.
- Fred Kowell will provide an update on All Electronic Tolling (AET) and traffic volumes. AET implementation continues to be a very significant burden on office staff. Call volumes are coming down but remain high. There are now over 22,000 Breeze-By accounts and over 90,000 vehicles with Breeze-By transponders.
- Several traffic accidents occurred on the bridge in the last few weeks. The most significant was a large commercial truck that impacted the northwest corner of the toll booth. The column must be replaced with an estimated total cost of \$30,000. In a second incident, a

truck impacted the guardrail end piece south of the lift span. Repair cost estimate is \$1,500. The third accident involved a commercial truck impacting the east guard rail. One section needs to be replaced. In each of these incidents the vehicles were towed, and insurance claims are in process. See photos to right and below.



THORN RUN PARTNERS

GOVERNMENT RELATIONS

Oregon First Special Session Report

June 29, 2020

The First Special Session of 2020, lasting three days, concluded on the Friday evening Friday, June 26th. This special session has been anticipated since the devastating impacts of COVID-19 tremored through Oregon in March. It follows the creation of a Joint Coronavirus Response Committee this spring, which deliberated for hours in March to create recommendations for what was expected to be swift legislative action in response to the pandemic. As Governor Brown responded to COVID-19 through a series of executive actions and federal relief funding was distributed via the Joint Emergency Board, the timing for a special session slipped from spring to summer. It was not until protests in response to the killing of George Floyd in Minneapolis rocked the nation and Oregon that the continued delay of a special session become untenable.

All Special Session legislation had to pass through the Joint Committee for the First Special Session of 2020—the only committee that was convened during the session. The Committee met twice prior to the start of session to consider legislative concepts, then again during the session to take additional public testimony, consider amendments and vote on legislation. The demand for public safety policy responses to systemic racism became the galvanizing force behind the special session and led to the passage of six police accountability measures. Numerous COVID-19 response measures were debated over the course of the three days, ranging from commercial and residential eviction moratoriums and foreclosure protections to super-siting of shelter facilities and rule changes facilitating local government and court proceedings in a virtual environment. Several bills unrelated to either police accountability or COVID-19 response also passed, including a cell phone tax to fund broadband deployment, legislation enabling a historic agreement between conservation and forest industry organizations, and changes to the Corporate Activities Tax (CAT) that passed in 2019.

The session was unique in its format. Rules were adopted to allow members of the Legislature to participate in the process from their offices and in the Chamber galleries. The public was not allowed in the State Capitol, and public testimony for Committee hearings was given via telephone. While there were expected partisan skirmishes over the course of the week, from our observation, the gravity of the moment prevailed as legislators maintained social distance, wore masks, struggled through significant technological hurdles and found consensus on a number of potentially contentious issues. The session lacked the deliberation typical of the regular legislative process. While this is typical of special sessions, this trial run at a COVID-19-impacted session likely telegraphed the procedural building blocks for the expected second special session of 2020 and a unique 2021 long session.



THORN RUN PARTNERS

GOVERNMENT RELATIONS

Below you will find a summary of relevant legislation considered by Legislature in the First 2020 Special Session:

COVID-19 RESPONSE

HB 4212-A - COVID-19 Omnibus Bill

House Bill 4212 served as the session's omnibus bill, and it included a medley of COVID-19 emergency policies to support public health, individuals, local governments, courts and business during the pandemic:

- **Emergency shelter siting** (from the 2020 session) – Waives all local siting and zoning regulations and the land use appeals process for approving the siting of emergency shelters for a 90-day period.
- **Remote notary provisions** – Authorizes a pilot program to allow notaries to perform work using electronic technology to prevent the spread of COVID-19 and protect public health.
- **Enterprise zone deadline extension** – Delays the expiration date of enterprise zones in the state by six months, extending all June 30th expirations.
- **Individual development account funds for pandemic relief** – Provides flexibility for individual development accounts to be used for emergency expenses.
- **CARES Act rebate garnishment protection** – Protects CARES Act recovery rebate payments from garnishment actions initiated before September 30, 2020.
- **COVID-19 race and ethnicity data** – Requires health care providers to collect data on race, ethnicity, preferred spoken and written languages, English proficiency, interpreter needs and disability status (REALD) during the provision of health services related to COVID-19. Directs OHA to adopt rules requiring providers to collect and report data, specifies timelines for data collection, and allows OHA to provide incentives to health care providers to comply with requirements. Data is confidential and used for public health purposes.
- **Safe public meetings** – Allows local governments and other public bodies to hold virtual meetings so they can continue to provide essential services and make decisions in a public and transparent manner while preventing the spread of COVID-19 and protecting public health. The language specifies notice, quorum, social distancing, and recording requirements.
- **Safe court proceedings** – Gives the Chief Justice the authority in certain circumstances to extend statutory deadlines for court appearances if the COVID-19 pandemic results in delay of court processes. Allows for up to a 60-day extension of the time to conduct a trial of a defendant accused of a person crime, beyond the current 180-day limit, only if the court finds 1) circumstances caused by the pandemic establish a good-cause delay of the trial; 2) clear and convincing evidence of the substantial and specific danger of physical injury or sexual victimization to the victim or members of the public should release occur; and 3) no release conditions could sufficiently mitigate that danger.

THORN RUN PARTNERS



- **Temporary Physician Assistant Authorization** – Authorizes physician assistants (PAs) to provide patient care services within their scope of practice without entering into a practice agreement and with specified supervision requirements. Authorizes PAs to provide patient services to individuals located outside of Oregon if services are within the PA's scope of practice. Authorizations expire with the Governor's emergency order.

HB 4204 A – Foreclosure Moratorium

Establishes temporary limitations on lenders being able to enforce default remedies on obligations secured by mortgages, trust deeds, land sale contracts or other instruments.

HB 4204 A directs lenders to defer both residential and commercial mortgage payments during the pandemic emergency period until September 30, 2020 if a borrower is unable to pay due to the COVID-19 pandemic. It was amended to provide clarity in dates and extend the time lenders are required to provide written notice to borrowers to 60 days. There was concern expressed by Republicans about the deferred payments due at the end of the loan, only exacerbating the problem. It ultimately passed out of the Joint Committee and on the House Floor on party-line votes. In the Senate, Sen. Johnson (D-Scappoose) joined Republicans in voting no.

HB 4213 A – Commercial and Residential Eviction Moratorium

Prohibits during emergency period and grace period residential and commercial evictions for nonpayment during emergency period.

HB 4213 A extends the moratorium on both commercial and residential no-cause evictions through September 30, 2020 and creates a six-month repayment grace period after the moratorium ends for tenants to repay their back rent accrued during the moratorium. There were concerns from realtors and Republicans that the bill provided a safety net only to tenants and not to middle-income landlords. HB 4213 was amended to deliver greater consensus among stakeholders and ultimately passed with bipartisan support.

SB 1601 A – Transportation

Upon passage, allows Statewide Transportation Improvement Fund moneys to be used to maintain existing public transportation services.

In order to address the significant decline in revenues experienced by most transit agencies during the pandemic, SB 1601 was introduced to allow transit agencies to use current Statewide Transportation Improvement Fund (STIF) funds (funded by a payroll tax) to maintain existing services. Transit agencies must still prioritize expanding, enhancing, and connecting service after the current pandemic subsidies and operations return to normal. The bill also merges the STIF with the Elderly and Disabled Special Transportation Fund (STF)—this merger was attempted via legislation in the 2020 regular session but failed due to the Republican walkout.



THORN RUN PARTNERS

GOVERNMENT RELATIONS

Since DMV field offices were unable to process non-commercial transactions for months due to the pandemic, many Oregonians have expired driver licenses, permits, and vehicle registrations. The -2 amendment to SB 1601 was proposed and adopted to provide immunity from citations related to expired licenses, permits and registrations to ensure that Oregonians aren't penalized as a result of DMV office closures. In its amended form, SB 1601 A passed unanimously out of committee and through the Senate and received strong bipartisan support in the House.

WORK GROUPS: LIABILITY PROTECTIONS AND INFECTIOUS DISEASE STANDARD

The legislature chose to send two controversial issues to workgroups with the goal of considering consensus legislation in the next special session. Unions and the Oregon Trial Lawyers Association (OTLA) sought to give the Oregon Occupational Safety and Health Agency (OSHA) broad authority to develop an Infectious Disease Standard, which the employer community opposed. A coalition of businesses, local governments and school districts sought to establish liability protections related to COVID-10 for organizations who follow local and federal guidelines.

OSHA Infectious Disease Standard (-26 amendment)

HB 4212 originally included a directive to OR-OSHA to develop an infectious disease standard that would provide a comprehensive obligation to employers protect workers against airborne pathogens, and it also called for an emergency temporary standard to be enacted by August 1 to respond to the current pandemic. The -26 amendments were adopted to remove the provision from the bill.

AFL-CIO has been seeking an infectious disease standard at the federal level for the better part of 15 years, and the federal OSHA and Dept. of Labor have repeatedly declined to take it up, citing the need instead for guidance that is disease-specific and industry-specific to provide maximum protections to workers.

COVID-19 liability protections (-38 amendment)

A variety of organizations from business to school boards and local governments advocated for the inclusion of some COVID-19 liability protections, but the legislature ultimately pushed the issue to a workgroup. Liability protections would apply to organizations that show a good-faith effort to comply with federal and state guidance for COVID-19, but would not protect against gross negligence. Proponents pointed to a number of emerging campaigns to recruit plaintiffs for COVID-related lawsuits. Labor unions and OTLA opposed the amendment on the grounds that it provided immunity to employers at the expense of appropriate employee and customer remedies. Republicans and ten House Democrats supported the amendment, which would have provided organizations with protection for following state and federal guidance, recognized the COVID-19 situation as unique and beyond their control, and limited the scope and duration of the protection to the emergency declaration time period.

KATE BROWN
GOVERNOR



July 7, 2020

Charles B. Robertson
President and CEO
American Cruise Lines, Inc.
741 Boston Post Road, Suite 200
Guilford, CT 06437

Dear Mr. Robertson:

As follow up to our correspondence on June 19th, the Oregon Health Authority has continued to monitor cruise reopenings. Given the increase in cases that Oregon is experiencing, we are reassessing activities with extreme caution. Our state public health experts have issued the following statement:

Going on a cruise ship is a relatively high risk activity in the spread of Covid-19 due to the large number of people in semi closed settings. As is the case in other close-contact environments, cruise ships facilitate the transmission of Covid-19. The dynamics of passengers and crew intermingling in a semi-close setting are particularly conducive to high coronavirus transmission rates often witnessed on cruise ships. The difficulty of decontaminating numerous high-touch surfaces contribute to the high transmission rate.

The very nature of cruises present additional opportunities for spreading the coronavirus as passengers and crew embark and disembark on ports in multiple counties typically in uncontrolled fashion. This presents an opportune moment for intercommunity/intercounty transmission of the disease.

Cruise ships living quarters tend to be very compact and small leading to yet another opportunity for rapid spread among cabinmates. This in turn presents the ideal situation for crew to passenger transmission.

Given all these considerations it is, therefore, imperative that the cruise ship ban be maintained for the foreseeable future.

Should we reevaluate this in the future, we will keep you posted.

Thank you,

Leah Horner
Regional Solutions Director
Jobs & Economy Policy Advisory
Interim Transportation Policy Advisor

This page intentionally left blank.



JUNE 2020 - TacAero 4S2

Where Necessary Highlight Priority Assignments: **Low** - **Med** - **High**

Fuel Sales

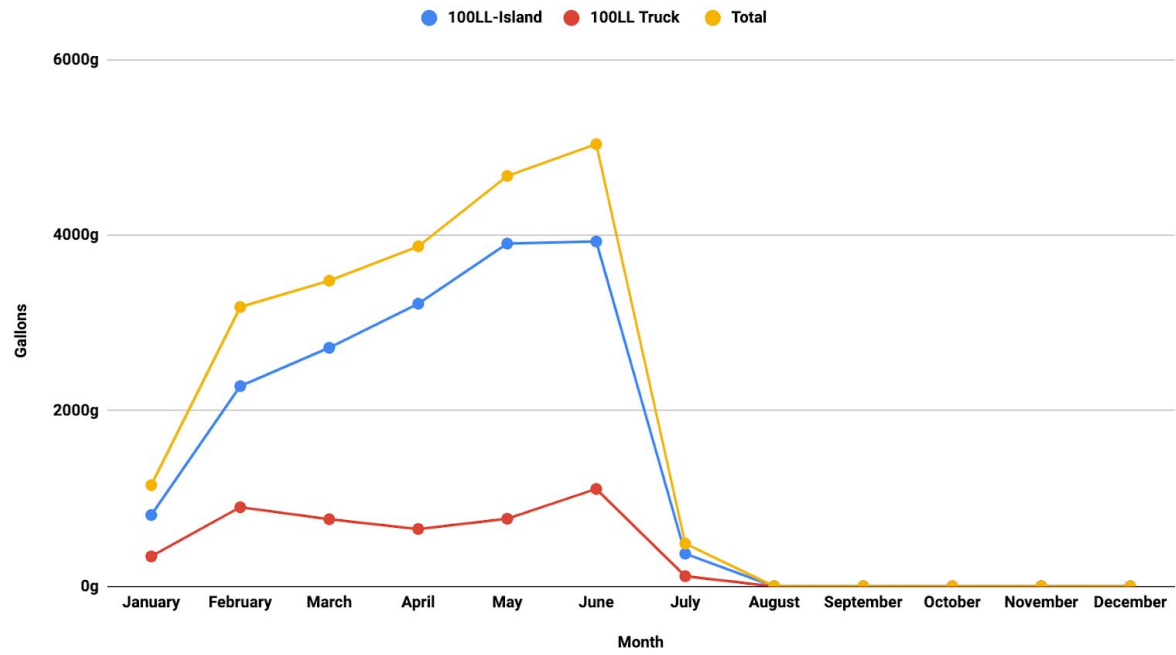
2020			
Month	100LL-Island	100LL Truck	Total
January	812.00	341.00	1,153.00
February	2,281.00	901.00	3,182.00
March	2,718.00	764.00	3,482.00
April	3,219.50	653.00	3,872.50
May	3,904.80	770.00	4,674.80
June	3,927.70	1,109.20	5,036.90
July	372.00	115.00	487.00
August	0.00	0.00	0.00
September	0.00	0.00	0.00
October	0.00	0.00	0.00
November	0.00	0.00	0.00
December	0.00	0.00	0.00
100LL Total	17,235.00	4,653.20	21,888.20

The price of fuel has been slowly creeping up and we are currently at \$4.05 for our self serve pump price.

The volume has been pretty close to years past. We were 1000 gallons less that last June.



2020 Monthly Fuel Totals



Needs & Challenges

- The most dire need at 4S2 at this point is the need for additional tie down spaces. We have made use of the grass in various locations as well as using the space along the north edge of the gravel tie down area for the short term daily traffic and the small jets.
- The frustration level of some of the people have made for some lively discussions.

Projects & Priorities

- General clean up of the facility.
- Daily inspection of the temporary tie downs provided in the grass.(to ensure their integrity.)
- Grass and weed control around aircraft as well as buildings
- Daily FOD inspection on taxiways and Runway

Upcoming "Due Dates"

None at this time



Goals & Forecasts

- **Tie down Plan**

To create a tie down plan for the completion of the north ramp project. We will need to figure out where to put the displaced aircraft from the reduction in spaces. Presently I do not have a diagram for the airplane tie down locations. As the need arises we create new and additional.

Personnel & Scheduling

- Projected full staffing for July. 3 FBO Staff
- We have 2 new hires who's time is shared between FBO and MX
- Crew cars are ready and available.
- The golf cart is getting a bit worn with the additional work of tugging planes from the non paved surfaces.

Events & "Cool Stuff"

-

This page intentionally left blank.



Port of
Hood River

Providing for the region's economic future

INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • www.portofhoodriver.com •
Email: porthr@gorge.net

Port of Hood River, Airport Advisory Committee Monthly Meeting
18 June 2020
4:00 PM- 5:30 PM
Virtual Meeting
MINUTES

PRESENT: See Zoom meeting roster for full list of attendees.

REGRETS: James Stuart was unable to attend.

ABSENT: None

CALL TO ORDER/OPENING REMARKS

- The meeting was called to order at 4:03 PM. This meeting was recorded.

APPROVAL OF THE MINUTES FROM LAST MONTH

- Last month's meeting minutes were approved with no edits or additions.

ADDITIONS TO THE AGENDA

- No additional items were added to the agenda.

APPROVAL OF THE AGENDA

- Agenda was approved with no additions.

ITEMS DISCUSSED

Construction Report (Anne)

- Construction schedule has been fluid the past month due to weather. North apron was able to be closed on 17 June 2020 (2-day delay from original) thus closing access to the South A hangars. The area is scheduled to be paved on 29 June 2020.
- South A hangar is expected to open 02 July 2020.
- Contractor will be working on Saturday, 20 June 2020, to maintain schedule. No large noise impacts anticipated.
- T hangar, WAAAM, and North box hangars will have access closed 03 July 2020 – 15 July 2020.
- Correspondence regarding construction has been improving. Anne sends communications to AAC members while Daryl sends communications to hangar tenants.

Port of Hood River

Providing for the region's economic future

- Crack sealing on Air Museum Drive will begin in July. This can be completed in conjunction with current airport construction.

TacAero (Jeff)

- Parking aircraft that are displaced due to airport construction has become a concern due to available spots. Overflow parking at TacAero is at capacity. Discussion was given to come up with alternatives.
 - The area where Rotak is operating out of is not suitable for aircraft parking due to surface conditions and obstructions.
 - Potential parking at KDLS and KTTD was discussed. KDLS will be starting construction on 05 July 2020 which will displace many of their aircraft. No AAC members know the status of available spots at KTTD.
 - Grass locations are available throughout 4S2 that could be used to park aircraft. Concern was brought up regrinding liability to the FBO for parking aircraft on these spots as the surface condition is not known and the spots are far away from other airport buildings. (Fewer eyes on aircraft)
 - Agreement was made that the FBO could inform aircraft owners where they are allowed to park their aircraft but would not actually tie the aircraft down. FBO will be able to provide transportation to and from the aircraft via golf cart.
 - Jeff and Anne tasked with creating a Google map overlay showing proposed parking areas.
- Flight instruction operations have decreased during COVID restrictions.
- Request was made to put fly-friendly information back on to AWOS.
- New windsock should be installed by this weekend (20 June 2020). Old windsock condition was unusable due to recent wind.

Fly Friendly

- AAC wants to move forward with having the noise subcommittee meet in July. The importance of having these discussions take place in person and not in an online format was discussed. The decision was made to send out invitations to all subcommittee members to attend an in-person discussion at an outside venue. This invitation will be specific in stating that if any subcommittee member is not comfortable meeting in person, that the discussion will not take place. We want to make sure that everyone is OK to meet in person.
- Brief discussion was given regarding the purpose of subcommittees and how they fit within the Port structure.
 - Subcommittees will gather information and present to the AAC. The AAC will use this information to come up with formal recommendations to be presented to the Port Board.

WAAAM (Judy)

- Visitors have been coming to WAAAM but at a reduced rate. Most traffic has been locals. The approval to move into Phase II reopening means that out of town visitors are welcome.
- All WAAAM events (Traffic Jam, Second Saturdays) have been cancelled with the exception of the HR Fly-in which is on hold.

Glider Club

- Tow plane is not out of maintenance yet which is preventing local soaring operations.

Port of Hood River

Providing for the region's economic future

Hangar Lease Discussion

- The AAC has begun reviewing the current hangar lease agreement with the hope of providing change recommendations to the Port Board. The following lease sections were discussed:
 - Paragraph 1- "Primary Pilot". Ken brought up the concern that if a partnership exists on an aircraft with only one member of the partnership listed as the primary pilot and that member leaves the partnership, the lease will be dissolved which leaves the remaining partnership member without a hangar. Ken would like to see each partnership member listed as primary pilot, or the named primary pilot be transferred to the existing partner. John brought up that this paragraph is written the way it is to prevent a hangar being leased in perpetuity by a partnership that keeps changing members. Anne brought up concern that this would not be fair for people currently on the waiting list for a hangar.
 - Maintenance- Current lease is restrictive in ability to perform pilot maintenance on aircraft in a leased hangar. The intent of this is to keep tenants from having project aircraft in their hangars for prolonged periods of time. FAA has a list of aircraft work that pilots are allowed to perform on their aircraft, mostly preventative maintenance. This could be included in the lease as allowable. Brief discussion was given to the possibility of the lease setting specific timelines for allowing non-flyable aircraft to reside in a leased hangar. The idea of creating a project specific hangar was brought up.
 - Charges- There is a large discrepancy of the fees between different hangars. This was due to the fact that some of the hangars are newer than others. This section should perhaps be reviewed as hangars are now all older and in similar states of disrepair.
 - Parking of vehicles within a hangar- Discussion was given to revise this paragraph in the lease. The intent was to not allow tenants to store non-primary vehicles for prolonged periods of time in their hangar. The AAC would like to recommend this section allow for the parking of the tenant's vehicle in the hangar while the aircraft is out of the hangar and being used. If the aircraft is out, the car is in, if the car is out, the aircraft is in.
 - Bird Control- Small birds have been a problem in and around the hangars. The Port can help with mitigation exterior to the hangar. Tenants can help with mitigation internal to the hangar by installing auditory devices intended to displace birds. AAC has requested that the Port install stationary Owls on the exterior.
 - Storing of Recreational Equipment- AAC thinks that this section should be reworded and allow the storage of certain recreational equipment.

ACTION ITEMS

- Hangar lease review needs to continue. There was good discussion today on various sections of the lease but this type of document review is very difficult to complete in an online meeting format. Brook recommends one of two options for conducting the review. An in-person review is the most desirable but also the most time consuming. This would consist of AAC members meeting in a conference room and going through the lease line by line while one member takes notes on all comments and recommendations. The other option is to make the Lease into a Google Document where AAC members can go through on their own and make comments. Then have one AAC member compile all the comments and discuss online. Either way, this discussion should continue and formal revisions should be presented to the Port Board.
- Continue to brainstorm hangar tenant survey questions and send to Ken.

Port of Hood River

Providing for the region's economic future

ADJOURNMENT

- Meeting was adjourned at 5:21

NEXT MEETING DATE

- The next meeting is scheduled for 16 July 2020 at 4:00 PM. Location will be virtual via Zoom. The agenda and meeting link will be provided one week prior to the meeting.

Business Plan

- a. Context
 - i. Purpose
 - ii. Community
 - iii. History
 - iv. Facilities
 - v. Airport Layout Plan
 - vi. Usage
 - vii. Tenants
 - viii. Vendors
 - ix. Customers
 - x. Growth expectations,
- b. Operation Maintenance Standards
 - i. Irrigated Grass
 - ii. Non-Irrigated Grass
 - iii. Asphalt
 1. Crack Seal / Slurry Seal
 2. Overlay
 - iv. Lights
 - v. AWOS
 - vi. FBO Building
 - vii. Maintenance Hangar
 - viii. T- Hangars
- c. Operation Maintenance Costs
- d. Jet Fuel Cost / Benefit
- e. Capital Improvement Funds
 - i. Replacement (Depreciation)
 - ii. Future – (FAA Matching Percent Questionable)
 1. Extend Taxiway B
 2. Apron Expansion
 3. Construct / Rehab / Relocate FBO & Maintenance Hangar
 4. Airport Perimeter Fence
 5. Additional Hangar Development – South Side
 6. Additional Hangar Development – North Side
- f. Rental / vendor rates to cover operation, maintenance and capital costs.
- g. Rental / vendor rate comparison to regional supply & demand
- h. Marketing needs and strategies

Commission Memo



Prepared by: Anne Medenbach
Date: July 14, 2020
Re: North Apron Project Change Order No. 1

The North Apron Rehabilitation Project at the Airport is going well and is nearly 15% complete. Tapani, Inc. is the contractor with a contract amount of \$2,197,808.00, executed on June 3, 2020.

The attached Change Order No. 1 is needed because the subgrade for work area 3 (WA3) was unsuitable for paving. When the Port completed the South Apron rehabilitation, a large amount of unsuitable subgrade was encountered. For that reason, additional dollars were put in the North Apron contract to accommodate this likely eventuality.

The Contractor treated the subgrade as they should have, multiple tests were run, and it was still not acceptable. Port staff requested a 3rd party geotechnical engineer to evaluate the condition and assist with identifying options to move forward. That was done and the Port, the contractor, and project engineers (Team) worked together to find four different options. It is likely that whatever option works here will also work on other portions of the project that could present similar challenges.

Tapani presented cost estimates for each of the four options. The Team reviewed these as did the FAA, who verbally agreed on Option 1. That option that has been selected and has been applied to the remainder of the project, avoiding the need for more change orders for subgrade. Existing bid items were used and the resulting budget overrun was small - \$37,598.19.

RECOMMENDATION: Ratify Change Order No. 1 with Tapani, Inc. in the amount of \$37,598.19 for a total project amount of \$2,235,406.19.

This page intentionally left blank.

Assumes the Approximate Area of TWA3 at 45,376 SF measured by our GPS equipment of the prepared subgrade in TWA3
 Assumes the total area of the project at 223,000 SF based on our in house take off of the plan-set

Option 1	Cement Treated Soil per FAA Spec P-220	
Unit Cost	\$	0.90 SF
Estimated TWA3 Cost	\$	40,838.40
Unit Cost TWA4, TWA5 with credit for subgrade preparations not necessary	\$	0.80 SF
TWA4-5	\$	142,099.20
Estimated Project Cost	\$	182,937.60
Pro	Less Risky, Cost effective, Impact to schedule minimal	
Con	Subcontractor is good with the apparent schedule, but might have conflicts if our schedule moves later in the season.	
Schedule Impacts	15 working days	

Option 2	Over-Excavate 18" deep and replace with aggregate	
	Imported P-154 Angular	Imported P-209
Unit Cost	\$ 37.00 CY	\$ 45.00 CY
Estimated TWA3 Cost	\$ 93,272.89	\$ 113,440.00
Total Project Cost	\$ 458,388.89	\$ 557,500.00
Pro	Least risky	
Con	Very Expensive	
Schedule Impacts	Impact to schedule estimated at 15 working days	

Option 3	Moisture condition top 24" of subgrade	
Unit Cost	\$	13.00 CY
Estimated TWA3 Cost	\$	43,693.00
Total Project Cost	\$	214,747.00
Pro	No subcontractors involved	
Con	Most amount of risk of ending in a similar result as we are currently experiencing, heavily influenced by weather	
Schedule Impacts	30 Working Days	

Option 4	Over-run existing bid-item 16	
Unit Cost	\$	32.00 CY
Estimated TWA3 Cost	\$	80,668.44
Total Project Cost	\$	264,296.30
Pro	Parameters within work is to be completed already defined within the contract documents	
Con	Expensive, depth is dependent on native materials in the area and may fluctuate, materials defined in Bid Item 16 may not be suitable to compensate for the issue in thin sections adding depth and additional cost.	
Schedule Impacts	Schedule is only impacted negatively if the subgrade preparations and testing needs to be followed per the spec prior to utilizing this item.	

This page intentionally left blank.

AIP PROJECT NO. 3-41-0026-013-2020CHANGE ORDER NO. 1

(Supplemental Agreement)

AIRPORT Ken Jernstedt AirfieldLOCATION Hood River, OR**JUSTIFICATION FOR CHANGE**

1. Brief description of the proposed contract change(s) and location(s).

The scope of this change order incorporates the following:

- Delete mechanical subgrade stabilization items included in base bid to address isolated soft and yielding subgrade areas.
- Add subgrade amendment with cement following FAA Specification P-220 for Cement Treated Soil (CTS) subgrade to address soft and yielding subgrade under all proposed pavement areas.
- Additional contract time for delays resulting from addressing unexpected subgrade deficiencies.

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

The project as bid included 2000 CY for unsuitable excavation and 2000 CY for subgrade stabilization. This was based on the findings of the initial geotechnical exploration and previous project experience on the South Apron Rehabilitation project in 2017 and the Runway Shift project. During those projects, isolated soft and yielding subgrade areas were discovered during excavation and construction of embankments that required stabilization measures. Soils in the vicinity of all three projects are similar and similar subgrade conditions were anticipated on the current project.

During excavation to subgrade on the North Apron Rehabilitation project, poor soil conditions were encountered as expected. Subgrade areas were moisture conditioned and compacted to the requirements of P-152 then proof rolled to identify areas that would require further stabilization. During the proof roll testing, the entire subgrade failed the proof roll test on the first or second pass leading to the conclusion that all areas will require corrective action prior to placement of P-154 subbase material. Test pits were also dug in the yielding areas tested to look for the presence of shallow, oversaturated soils that might have contributed the instability. The proof roll and test pits were observed by the geotechnical engineer who had performed the original exploration and are included as an attachment.

After discussing the proof-roll results, test pit conditions and overall project conditions, a list of options to address the failed subgrade were assembled by the engineer, contractor, owner and geotechnical engineer. The contractor submitted RFI 7 to ask for direction on how to proceed with subgrade stabilization to which the engineer responded with a request for cost for the options considered. Once these costs were reviewed, the CTS option was found to be the most cost effective, give the least schedule impacts, and presented lower risk of having future rework of yielding subgrade areas.

3. Justifications for unit prices or total cost.

BI #14 and BI #16 are the unit prices provided by the contractor at the time of bidding.

BI #CO1-1 and BI #CO1-2 unit prices are provided by the specialty subcontractor who will perform the CTS amendment. The prices have been compared to industry averages and accounting for project scale, the unit prices for this work have been found to be reasonable.

4. The sponsor's share of this cost is available from: Owner funds allocated for the purpose of this AIP project.
5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .
6. Has consent of surety been obtained? Yes Not Necessary .
7. Will this change affect the insurance coverage? Yes No .
8. If yes, will the policies be extended? Yes No .
9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?
Yes No When June 30, 2020 With whom? Ian Bradshaw

Comment _____

Submit 4 copies to the FAA

Item P-220 Cement Treated Soil Base Course

DESCRIPTION

220-1.1 This item shall consist of constructing a base course by uniformly mixing soil, cement, and water. The mixed material shall be spread, shaped, and compacted in accordance with these specifications and in conformity to the dimensions and typical cross-section shown on the plans. Tests shall be required for each approved soil included within the treated layer.

Runway, taxiway, or apron pavements shall be built in a series of parallel lanes using a plan that reduces the number of longitudinal and transverse joints to a minimum.

MATERIALS

220-2.1 Cement. Cement shall conform to the requirements of ASTM C150, Type I, IA, II, or IIA or ASTM C595, Type IS, IS(A), IP or IL.

220-2.2 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

220-2.3 Soil. The soil for this work shall consist of on-site materials and shall be free of roots, sod, weeds, and stones larger than 2-1/2 inches (60 mm) with a sulfate content of less than 0.3%.

220-2.4 Asphalt material. Not Used

MIX DESIGN

220-3.1 Proportions. Before the start of base course construction, tests shall be made on the soil or soil-aggregate material to be stabilized to determine the quantity of cement required for the mix design.

Test specimens containing various amounts of cement shall be compacted per ASTM D558, and the optimum moisture determined for each test specimen. Samples at the optimum moisture shall be subjected to the wet-dry and the freeze-thaw test in accordance with ASTM D559 and ASTM D560, respectively.

Cement shall be added at an application rate of 5 percent of dry unit weight of soil.

CONSTRUCTION METHODS

220-4.1 Control Strip. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the Resident Project Representative (RPR), that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

220-4.2 Weather limitations. The material shall not be mixed or placed while the atmospheric temperature is below 40°F (4°C) or when conditions indicate that the temperature may fall below 40°F (4°C) within 24 hours, or when the weather is foggy or rainy, or to soils that are frozen or contain frost, or when the underlying material is frozen.

220-4.3 Maintenance. The material shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at their expense.

220-4.4 Equipment. The course may be constructed with any equipment that will meet the requirements for soil pulverization, cement application, mixing, water application, incorporation of materials, compaction, finishing, and curing specified here.

220-4.5 Preparation. The area to be stabilized shall be graded and shaped to conform to the lines, grades and cross-section shown on the plans. Any soft or yielding areas in the subgrade shall be removed and replaced with acceptable soil and compacted to the specified density.

220-4.6 Pulverization. After completion of moist-mixing, the soil for the base course shall be pulverized so that 100% by dry weight passes a 1-inch (25.0 mm) sieve and a minimum of 80% passes a No. 4 (4.75 mm) sieve.

220-4.7 Cement application, mixing, and finishing. Mixing of the soil, cement, and water shall be accomplished by the mixed-in-place method. Shape pulverized material to the cross-section indicated. Cement shall be applied so that when uniformly mixed with the soil, the specified cement content is obtained, and a sufficient quantity of cement-treated soil is produced to construct a compacted cement-treated course conforming to the lines, grades, and cross-section indicated. Immediately after the cement has been distributed, it shall be mixed with the soil. The cement shall not be mixed below the required depth. Continue mixing until the cement has been sufficiently blended with the soil to prevent the formation of cement balls when water is applied. Determine moisture content of the mixture immediately after completion of mixing of the soil and cement. Provide water supply and pressure distributing equipment that will permit the application within three (3) hours of all mixing water on the section being processed. Incorporate water in the mix so that concentration of water near the surface does not occur. After all mixing water has been applied, continue mixing until the water is uniformly distributed throughout the full depth of the mixture. Do not apply cement if the soil moisture content exceeds the optimum moisture content specified for the cement-treated mixture. After mixing is complete, the proportions of the mixture shall be in accordance with the approved mix design.

220-4.8 Compaction. Compaction of the course shall begin within 30 minutes after mixing the cement into the subgrade. All compaction operations shall be completed within 2 hours from the start of mixing.

The field density of the compacted mixture shall be at least 98% of the maximum density as determined by ASTM D558. The in-place moisture content shall be determined in accordance with ASTM D2216. The moisture content of the mixture at the start of compaction shall be within

± 2 percentage points of the optimum moisture content. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

Density and moisture contents shall be tested at a minimum of one test for per 1,000 square yards (840 m²) or a minimum of 4 tests per day.

220-4.9 Finishing and curing. After the final lift or course of treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections.

Finished portions of treated subgrade shall be protected to prevent equipment from marring, permanently deforming, or damaging completed work.

Not later than 24 hours after completion of final finishing, the surface shall be cured by being kept continuously moist for a period of 7 days with a fog-type water spray or by application of a curing compound or other moisture retention methods as approved by the RPR. The curing material shall be maintained and applied as needed by the Contractor during the 7-day protection period.

Sufficient protection from freezing shall be provided for at least 7 days after its construction or as approved by the RPR.

220-4.10 Construction limitations. At the end of each day's construction and/or when operations after application of the cement are interrupted for more than 30 minutes, a straight transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face.

Completed portions may be opened to light traffic, if approved by the RPR, and provided the curing is not impaired.

220-4.11 Surface tolerance. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. Smoothness. The finished surface shall not vary more than $\pm 3/8$ inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within ± 0.05 feet (15 mm) of the specified grade.

220-4.12 Acceptance sampling and testing. Cement Treated Solid Base course shall be accepted for density and thickness on an area basis. Two test will be made for density and thickness for each 1200 square yards (1000 square meters), but not less than four (4) tests per day of production. Sampling locations will be determined on a random basis per ASTM D3665.

a. Density. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 98% of the maximum density of laboratory specimens compacted and tested per ASTM D558. The in-place field density shall be determined per ASTM D1556 or ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the

material. The machine shall be calibrated in accordance with ASTM D6938. The in-place moisture content shall be determined in accordance with ASTM D2216. Perform in-place density test immediately after completion of compaction to determine degree of compaction. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted at the Contractor's expense and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. Depth tests shall be made by test holes or cores at least 3 inches (75 mm) in diameter that extend through the base or by survey before and after placement of the base on a 50' grid. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each subplot. Where the thickness is deficient by more than 1/2-inch (12 mm), the material shall be removed to full depth and replaced, at Contractor's expense.

METHOD OF MEASUREMENT

220-5.1 The quantity of cement treated soil base course shall be the number of square yards (square meter) of completed and accepted base course.

220-5.2 Cement shall be measured by the ton (kg).

BASIS OF PAYMENT

220-6.1 Payment shall be made at the contract unit price per square yard (m²) for cement treated soil base course. This price shall be full compensation for furnishing all materials, except cement, and for all preparation, delivering, placing, and mixing of these materials; and for all labor, equipment, tools and incidentals necessary to complete the item.

220-6.2 Payment shall be made at the contract unit price per ton (kg) for cement. This price shall be full compensation for furnishing this material and for all delivery, placing, and incorporation of this material, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-220-6.1 Cement treated soil Base Course - per square yard (square meter)

Item P-220-6.2 Cement - per ton (kg)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C136 Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates

ASTM C150 Standard Specification for Portland Cement

ASTM C1602 Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete

ASTM C1632	Standard Practice for Making and Curing Soil-Cement Compression and Flexure Test Specimens in the Laboratory1
ASTM C1633	Standard Test Methods for Compressive Strength of Molded Soil-Cement Cylinders
ASTM D558	Standard Test Methods for Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures
ASTM D559	Standard Test Methods for Wetting and Drying Compacted Soil-Cement Mixtures
ASTM D560	Standard Test Methods for Freezing and Thawing Compacted Soil-Cement Mixtures
ASTM D977	Standard Specification for Emulsified Asphalt
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil In-Place by the Sand Cone Method
ASTM D2027	Standard Specification for Cutback Asphalt (Medium-Curing Type)
ASTM D2028	Standard Specification for Cutback Asphalt (Rapid-Curing Type)
ASTM D2397	Standard Specification for Cationic Emulsified Asphalt
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

END OF ITEM P-220



Date:	June 26, 2020	Time:	11:00 a.m.
Project:	Port of Hood River – North Apron and ATERC	Project No.:	2191084-101
Weather:	Mostly sunny	Temp.:	± 80°F

Foundation Engineering, Inc. is providing construction-phase observation services for the North Apron Reconstruction and the Aviation Technology & Emergency Response Center (ATERC) at the Ken Jernstedt Airfield. The Port of Hood River is the project owner. Century West Engineering Corporation (Century West) is the prime designer and construction manager. Tapani, Inc. (Tapani) is the earthwork contractor. Materials testing services are being provided by Diamond E Testing as subcontractor to Tapani.

Jon Huffman (Foundation Engineering) visited the site at the request of Century West to observe subgrade preparation for a portion of the North Apron. The following summarizes the day's activities, observations, and recommendations.

North Apron

1. I met on site with James Kirby and Bianca Villanueva (Century West); Anne Medenbach (Port); and representatives from Tapani and Diamond E Testing. Current work for the North Apron included excavating most of the southern half of the old apron. The North Apron is being reconstructed in stages to accommodate airplane traffic and hangar access.
2. The southwest section of the apron area was excavated to the proposed subgrade elevation and the subgrade was prepared per the contract requirements (i.e., Item P-152). Tapani indicated this included tilling to aerate and/or moisture condition the soil, then recompacting the upper 12 inches. They indicated a combination of sheepsfoot and vibrating roller compactors were used to compact the subgrade. Tapani and Diamond E confirmed that in-situ density tests were completed, and the subgrade met compaction requirements for density and moisture. The in-situ testing results were based on a series of moisture-density tests to cover the range of materials encountered.
3. The subgrade consists of predominantly silty sand to sandy silt, with fine to medium sand and low plasticity silt. This is consistent with the expected conditions based on the geotechnical investigation (documented in the Foundation Engineering report dated August 9, 2019). The finished subgrade surface was relatively dry after sitting for a few days. Photos 1 and 2 (attached) show the finished subgrade.
4. We observed a proof-roll of the completed subgrade using a loaded water truck. During the proof-roll, a significant portion of the subgrade exhibited rolling and pumping-type behavior under the weight of the loaded water truck. Some areas where a second pass of the water truck was completed also experienced moderate to deep rutting. Therefore, the subgrade was not approved based on the requirements of Item P-152-2.9.

5. I discussed my observations with Century West and Tapani. Based on the pumping action of the subgrade during the proof-roll, it appeared the soil below the subgrade surface was wet of optimum and became disturbed as proof-rolling proceeded. However, it was discussed again that the soil previously met compaction and moisture requirements per the in-situ testing.
6. At my request, the contractor excavated test pits at two locations to observe soil below the subgrade surface. Photo 3 (attached) shows the first, easternmost test pit location after excavating a few inches below the surface. The soil exposed in the test pits consisted of silty sand to sandy silt. I noted some variation in color and plasticity of the siltier soil. The soil moisture typically increased with depth. The westernmost test pit extended to a maximum depth of 5 feet. No ground water was encountered in either test pit. However, moist to wet conditions were noted below approximately 4 feet.
7. We discussed potential ways to mitigate the pumping subgrade, as detailed below:
 - a. Tapani could place subbase (P-154) over the subgrade as-is and attempt to compact the subbase per contract requirements. The team discussed the possibility of constructing a test section, possibly incorporating a geogrid and separation geotextile to help stabilize the subgrade. This option is considered very risky because of the poor performance of the subgrade during the proof-roll and cost of needing to excavate the subbase if it could not be compacted to the required specifications.
 - b. The subgrade could be allowed to sit longer to allow additional drying. If this were completed, I recommended the contractor rip the soil again to promote drying and mixing of the subgrade materials. Tapani could also excavate and stockpile the upper 12 inches of the subgrade to allow for deeper aeration, then replace the soils. This option also carries moderate risk because of the time required and potential for further subgrade pumping without additional mitigation.
 - c. Tapani could overexcavate the shallow soils and replace with higher quality material, such as P-154 or P-209. An overexcavation depth on the order of 18 inches below finished subgrade elevation should be assumed to allow for placing a thickened lift of fill over a separation geotextile and undisturbed (i.e., uncompacted) subgrade. This option carries less risk compared to the options identified above, but has higher upfront costs because of the additional materials required for import.
 - d. The subgrade could be cement-treated to provide a hardened working surface. A treatment depth of 12 inches is typical for most applications. The cement content (as a percent of dry soil weight) would have to be determined, but is expected to be on the order of 5 percent based on the on-site soils. Like Option C (overexcavation), this option also has less risk compared to the first two options discussed above but higher upfront costs.

Tapani indicated they will provide cost estimates to accompany the overexcavation and cement-treatment options for consideration.

ATERC Site

8. Tapani is continuing to fill the old wetland area immediately east of the North Apron where the Fuel Island is planned. The drainage in this area has now been filled using soil excavated from the future wetland mitigation area.
9. Prior to leaving the site, I observed the area with Bianca (Century West). At that time, a sheepsfoot roller was being used to compact the surface of the fill. Photo 4 (attached) shows a portion of the observed area. The fill appears to be going in well. A small portion of the fill area had limited standing water, but mostly the soil appeared to be placed near optimum moisture with on-going compaction effort.

Prepared By: Jon Huffman, P.E., G.E.

cc: File
James Kirby, PE (Century West)
Rawley Voorhies, PE (Century West)
Bianca Villanueva, EIT (Century West)



Photo 1. North Apron subgrade at time of proof-roll. Photo taken facing east. Water truck shown on right side of photo.



Photo 2. North Apron subgrade at time of proof-roll. Photo taken facing north. Existing, north section of apron can be seen in the background.



Photo 3. Test pit excavation to observe soils below subgrade surface in North Apron.



Photo 4. Fill placed in old wetland area within ATERC site. Silt fence in the photo background delineates the limits of the fill and edge of existing wetlands. The sheepsfoot roller (with flag) can be seen behind the fill stockpile.

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: July 14, 2020
Re: Big 7 Re-roof

The roof of the Big 7 Building needs to be replaced. The Big 7 is an old building and this project has taken two years to bid due to its condition and the various inputs on how to mitigate unforeseen issues while re-roofing. Staff worked with Steve Hawk of Coffman Engineering to put parameters on these issues. It was determined that seismic upgrading would be needed on the north parapet wall and that rot were to be found in various locations of the roof decking, a unit cost would be needed for the various materials needing to be replaced.

One bid was received from Competitive Commercial Roofing, Inc. in the amount of \$211,497.00. Four contractors attended the walk-through, however, the seismic upgrade was added in an addendum that may have made the project unfeasible for some firms.

The attached contract includes the bid sheet. As you will see, there are items that we will not have a known quantity for until the roof is off. Staff is estimating these items to increase the project by 20% taking the total project cost to approximately \$253,000. The total budgeted amount for the roof is \$300,000, which provides a sizeable additional contingency.

Staff is requesting that the Commission approve the contract amount of \$211,497.00 with spending authority up to \$253,000.

RECOMMENDATION:

1. Approve contract with Competitive Commercial Roofing, Inc. in the amount of \$211,497.00 for re-roofing the Big 7 Building, barring no protests.
2. Authorize Executive Director to approve contingency spending up to a total project cost of \$253,000.

This page intentionally left blank.

**PORT OF HOOD RIVER
PUBLIC IMPROVEMENT CONTRACT**

This Contract entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, ("PORT") and Competitive Commercial Roofing ("CONTRACTOR"), shall become effective when this Contract has been signed by both parties and the Port has issued to CONTRACTOR a Notice to Proceed with the Work.

WITNESSETH:

WHEREAS, CONTRACTOR, having examined the Work site and become familiar and satisfied with conditions, has submitted an acceptable bid to conduct the roof removal and replacement project on the Roof at 616 Industrial Street, located in Hood River, Oregon 97031 ("Work"); and,

WHEREAS, the parties hereto desire that this Contract be undertaken and completed on the terms and conditions as hereafter set forth;

THEREFORE, IT IS AGREED AS FOLLOWS:

Terms of Performance

CONTRACTOR agrees to perform the described Work and provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to complete the Work at the designated location in accordance with all terms specified in the Contract Documents, - which by this reference are incorporated herein, including the following:

- A) Invitation to Bid
- B) Bidding Instructions
- C) First-Tier Subcontractor Disclosure Form
- D) Bid Form/Bid Schedule
- E) Bid Bond
- F) Performance Bond
- G) Payment Bond
- H) Certificate of Insurance
- I) General Conditions of Public Works Contracts
- J) Special Provisions
- K) Notice of Intent to Award
- L) Notice to Proceed
- M) Payment of Prevailing Wages Rates
- N) Drawings prepared for/or issued by PORT
- O) Specifications prepared for/or issued by PORT
- P) All affidavits and certifications submitted by CONTRACTOR as part of CONTRACTOR's Bid Documents, which affidavits and certifications CONTRACTOR agrees will remain effective throughout the term of this Contract.

Contract Price:

Subject to the provisions of all Contract Documents and in consideration of the faithful performance of the terms and conditions thereof by the CONTRACTOR, PORT agrees to pay CONTRACTOR \$211,497.00, in the manner and at the times provided in the Contract Documents. The Contract price is for completing the Work. No alternates are included.

Contract Dates:

Project Start Date: Immediately upon award of contract.
Substantial Completion: September 15, 2020
Final Completion: September 25, 2020

Liquidated damages

If the CONTRACTOR fails to complete the Work within the time specified or within any extension of time agreed to by both parties in writing, CONTRACTOR shall pay liquidated damages of \$250.00, for each day of delay beyond the completion day identified above. (If no dollar amount is specified this paragraph shall not apply to this Contract.)

Representatives

Unless otherwise specified in the Contract Documents, the Port designates Michael McElwee, as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters relating to performance, payment, authorization, and to carry out the responsibilities of the Port. Contractor has named Steve Scelie its Authorized Representative to act on its behalf.

Integration

The Contract Documents and this Contract constitute the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Contract on _____, 20__.

CONTRACTOR

By _____

Its Manager

PORT OF HOOD RIVER

By Michael S. McElwee

Its Executive Director

PART 4

**BID PROPOSAL, CONTRACTOR REGISTRATION FORM, AND FIRST
TIER SUBCONTRACTOR DISCLOSURE FORM**

BID SHEET
Revised June 30, 2020

#	Base Bid	Unit	Qty.	Unit Cost	Total	
1	Roof B- Tear off and replace	LS	All			
		Total Base Bid				\$65,889
	Bid Alternates					
Alt-1	Roof A- Tear off and replace	LS	All		\$118,829	
	North parapet seismic upgrade	LS	All		<i>A 26,172.⁰⁰</i>	
Alt-2	Roof C- Tear off and replace	LS	All		\$5,607	
		Total Alternates				
	Repair Alternates					
RP-1	Repair superficial rot of sheathing	Sq. Ft.	1	\$3		
RP-2	Replace rotted sheathing	Sq. Ft.	1	\$4		
RP-3	Replace rotted decking with rot less than 1" deep	Sq. Ft.	1	\$65		
RP-4	Replace rotted decking with rot more than 1" deep	Sq. Ft.	1	\$65		
RP-5	Repair rotted beam	LF	1	67.50	0	
		Total Repair Alternates				
				Total All	<i>\$211,497.⁰⁰</i>	

BID PROPOSAL

DATE: 7/7/20

**PORT OF HOOD RIVER
1000 E. PORT MARINA DRIVE
HOOD RIVER, OREGON 97031**

PRICE SUBMITTAL:

The Undersigned proposes and agrees, if this Bid is accepted, to enter into an agreement with the Port of Hood River to furnish all Work as specified or indicated herein for the ITB indicated and within the schedule indicated in the Invitation to Bid. Bidder has familiarized itself with the Work and has visited and inspected the site and is familiar with all the field conditions, legal requirements (federal, state, and local laws, ordinances, rules and regulations), and conditions affecting cost, progress and performance of work, and has made such independent investigations as Bidder deems necessary. Bidder has given the Port written notice of all conflicts, errors, and/or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Port is acceptable to Bidder.

BASE BID: The following bid/costs are for the roof removal and replacement project identified as:
**"Port of Hood River - Big 7 Building - 2020 SBS Modified - Cold Process -
Removal & Replacement - Project #-19019"**

PART I - ROOF SYSTEM INFORMATION:

MEMBRANE MANUFACTURER: Duro-Last SPECIFICATION REFERENCE: 07 54 19
(This refers to main scope of the project as the roof project is specified)

Alternate MEMBRANE MFG: _____ SPECIFICATION REFERENCE: _____
(This refers to main scope of the project as the roof project is specified)

PART II - BID INFORMATION:

QUOTE #-1: Base BID - As specified (can refer to bid sheet for repair costs) REQUIRED QUOTE
\$ Roof A: \$121,630 Roof B: \$67,654 Roof C: \$5,607
(Quote 1 shall include all P/P Bonds, permits, fees, taxes, etc.)

QUOTE #-2: Alternate #-1 - As may be instructed during BID process. 2-piece compression instead of coping cap
\$ Roof A: \$118,829 Roof B: \$ 65,889 Roof C: \$5,607
(Quote 2 shall include all P/P Bonds, permits, fees, taxes, etc.)

PART III - APPROVED MANUFACTURERS:

Provide the list of manufacturers where that your firm is certified by to install their NDL warranted roof system(s). In addition, list the approval date if less than two years.

MODIFIED ROOFING *(Please indicate type SBS, APP, or both)*

<i>(Manufacturer)</i>	<i>(Type)</i>	<i>(Date)</i>
<u>Duro-Last</u>	<u>PVC</u>	<u>2007</u>
_____	_____	_____
_____	_____	_____

The Undersigned agrees, if awarded the Contract, to complete this work not later than:

October 15th, 2020.

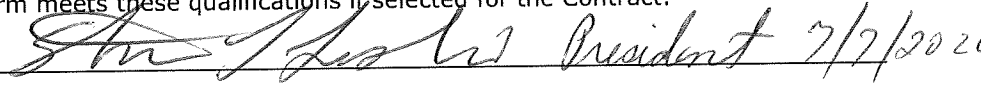
Company: Competitive Commercial Roofing Telephone: 541-400-0972

Company Address: 1465 OR-35, Hood River, OR 97031

Email: steve@bestroofusa.com Fax: _____

Construction Contractors Board Number 174631 Expiration Date 2/28/2021

I attest that I have the authority to commit the firm named above to this Bid amount and acknowledge that the firm meets the qualifications necessary to perform this work as outlined in the Invitation to Bid. I understand that I will be required to provide necessary information to verify that the firm meets these qualifications if selected for the Contract.

By:  President 7/7/2020
Steve Leslie

Signature / Name & Title / Date

CONTRACTOR REGISTRATION FORM

This Bid must be signed in ink by an authorized representative of the Bidder; any alterations or erasures to the Bid must be initialed in ink by the undersigned authorized representative.

1. CCB Requirements

All Bidders shall be licensed with the State of Oregon Contractors Board (CCB) prior to bidding on Public Improvement Contracts. Failure to comply with this requirement shall result in Bid Rejection.

All subcontractors participating in the project shall be similarly registered with the State of Oregon Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Construction Contractors Board Number: 174631
Expiration Date: 2/28/2021

2. Asbestos Abatement Licensing Requirements

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

3. Joint Venture/Partnership Disclosure

The Undersigned has authority on behalf of the following entity and is (check one of the following and insert information requested):

- SA a. A corporation organized and existing under the laws of the State of _____; or
 b. A partnership/joint venture registered under the laws of the State of _____;
 If yes, name of the contact person for the partnership/joint venture _____; or
 c. A limited liability corporation (LLC) or limited liability partnership (LLP) under the laws of the State of Oregon; or
 d. An individual doing business under an assumed name registered under the laws of the State of _____.

4. Addendum or Addenda Acknowledgement

ADDENDA: The Undersigned hereby acknowledges receipt of the following Addenda:

ADDENDUM NO.	DATED	ADDENDUM NO.	DATED
Addendum #1	6-30-2020	_____	_____
Clarification #1	6-30-2020	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Responsibility Inquiry/ Contractor References

Provide name, address and telephone number of references for completed built-up roofing work, similar to the work specified for this project.

Project Name	Date	Owner/Reference	Telephone
Diamond Fruit	8-2018	Nick Erickson	(541) 380-1699
Reed College- Trillium Hall	8-2019	Jacob McKay	(503) 969-5319
Cayuse Shared Services	5-2020	Bob Fowler	(541) 310-0263

6. Recycled Products

Bidder will comply with the recycled products provision in the Invitation to Bid in accordance with ORS 279A.125. Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work as set forth in this document.

7. Residency Information

Bidder is a () Resident Bidder () Non-resident Bidder

If a Resident Bidder, enter your Oregon business address:

1465 OR-35, Hood River, OR 97031

If a Non-resident Bidder, enter State of residency: _____

8. Compliance with Tax Laws

By my signature, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

9. Certification of Drug-Testing Law Requirements

By my signature, I certify that Contractor shall demonstrate that an employee drug testing program is in place.

10. Certification of Compliance with Non-Discrimination Laws

By my signature, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge, the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

11. Signature of Bidder's Duly Authorized Representative

The Bid must be signed in ink by an authorized Representative of the Bidder. Any alterations or erasures to the bid must be initialed in ink by the undersigned authorized representative.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

1. He/She is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addendum or Addenda, if any, issued.
2. Bidder, acting through its authorized representatives, has read and understands all Bid instructions, specifications, plans, terms and conditions contained in this Bid document, including all attachments, exhibits, and Addenda, if any, issued.
3. The Bid submitted is in response to the specific language contained in the Invitation to Bid, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the Invitation to Bid, or (b) any previously issued Invitation to Bid, if any.
4. The Owner shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all the requirements of the Invitation to Bid.
5. The Owner shall not be liable for any expenses incurred by Bidder in preparing and submitting its Bid or in participating in the Bid evaluation/selection process.
6. The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of

Labor and Industries (BOLI) regarding prevailing wage rates and payment of a fee to BOLI.

7. The Bid was (1) prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid designed to limit independent bidding or competition; and (2) the contents of this Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bids.
8. Bidder is bound by and will comply with all requirements, specifications, plans, terms and conditions contained this Bid, including all attachments, exhibits and Addendum or Addenda, if any, issued.
9. Bidder will furnish the designated items and/or services in accordance with the Bid specifications, plans, and requirements, and will comply in all respects with the terms of the resulting Contract upon award.
Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
10. All affirmations and certifications contained in sections 6,7,8,9 and 10 are true and correct.

Authorized Signature  Title President

FEIN ID # or SSN # 41-2228583

Contact Person: Steve Leslie

Telephone Number (541) 400-0972 Fax ()

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Port of Hood River- Big 7

Bid Opening Date 7-8-2020

Name of Bidding Contractor Competitive Commercial Roofing

Email Address steve@bestroofusa.com

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OF IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

FIRST-TIER SUBCONTRACTORS

Firm Name <i>Schueback's Custom Builders Inc</i>	Dollar Amount <i>\$21,172.50</i>
Category of Work <i>North CMU Wall seismic Retrofit</i>	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Commission Memo



Prepared by: Michael McElwee
Date: July 14, 2020
Re: Hood River Energy Plan

The Hood River Energy Plan (“Plan”) was prepared in 2018 as a blueprint to help reduce emissions from the burning of fossil fuels and increase economic benefits related to energy use in Hood River County. The Plan was adopted by the Port of Hood River on February 20, 2018. The Port contributed approximately \$7,500 toward its preparation.

Plan implementation is being guided by the Hood River Energy Council (“Council”), a formal advisory group. Commissioner Meriwether is the Port representative. It is staffed by a coordinator position housed at the Mid-Columbia Economic Development District (MCEDD). See attached memoranda from Energy Plan Coordinator Marla Harvey describing the work that the HREC accomplished in 2019/20.

The Council is requesting \$10,000 from the Port as a contribution for Plan implementation activities in FY 2019/20. Other local contributors are the City of Hood River (\$10,000), Port of Cascade Locks (\$1,000) and Hood River County (\$10,000). The attached memo describes the funding sources for the Council.

The attached IGA is virtually identical to the one approved one year ago.

RECOMMENDATION: Approve Inter-Governmental Agreement with the Mid-Columbia Economic Development District for Hood River County Energy Plan implementation services not to exceed \$10,000.

This page intentionally left blank.

Memorandum

To: Michael McElwee, Executive Director, Port of Hood River Commission
From: Marla Harvey, Program Manager / Energy Coordinator, MCEDD
Date: June, 24 2020
Re: Contributions Supporting Energy Plan Implementation

Overview:

Hood River County, the City of Hood River, and the Port of Cascade Locks are all supporting collaborative Hood River County Energy Plan Implementation through MCEDD staffing of the Hood River Energy Council at the following levels:

- City of Hood River: \$10,000
- Hood River County: \$10,000
- The Port of Cascade Locks: \$1,000 (contributing at a lower level due to a number of factors, including that their power source puts them outside of Pacific Power territory, thus reducing access to some available resources).

These local contributions are critical to showing community buy in and leveraging outside funding sources. The Energy Council and staff are also working to access those outside sources. For the upcoming fiscal year, these include:

- Submission of a \$120,000 grant request for two years of funding to Meyer Memorial Trust. Staff anticipates hearing back on this grant in the next several months.
- Coordinating with Hood River County and the Energy Trust of Oregon to execute a \$75,000 contract to support Energy Plan Implementation. A portion of this contract will go to local staffing.
- Sustainable Northwest will also support Energy Plan implementation through a \$5,000 grant.

In addition to these funding resources, the Energy Council leverages significant in-kind support in Energy Council member and partner involvement and expertise. These resources have supported deliverables including but not limited to feasibility assessments, such as microgrid feasibility studies for critical facilities, valued at \$7,500, and decision support tools, like hazard and energy opportunity mapping tools, that could provide a foundation for significant additional investment in the local community moving forward.

For more information on project implementation to date and future plans, please see the April 3, 2020 Hood River County Energy Plan Implementation Update and Request.

This page intentionally left blank.

Memorandum

To: Michael McElwee, Executive Director, Port of Hood River Commission
From: Marla Harvey, Energy Coordinator [MCEDD Program Manager]
Date: April 3, 2020
Re: Hood River County Energy Plan Implementation Update and Request

The Hood River County Energy Council formed in 2019 to collaboratively develop and execute an implementation strategy for the ambitious Hood River County Energy Plan. Supported by staff at Mid-Columbia Economic Development District, this 11 member council is working with local and regional stakeholders to advance the Energy Plan through strategic planning, project recommendations and development, relationship building, and fundraising. As the Council moves into its second year, we want to thank the Port of Hood River for your financial support and Council participation and share some highlights from our first year.

2019 Accomplishments

In 2019, the Energy Council focused its efforts on creating a strong organizational foundation, assessing opportunities for community solar investment, increasing local resiliency and sharing resources with public jurisdictions with the following efforts:

Formalized the Energy Council and increased expert in-kind support. Current Energy Council members add expertise in climate policy, energy project finance and development, electric vehicles, community engagement, and low-income energy assistance. In addition, community members, non-profits, public bodies, and technical assistance providers are coordinating with the Energy Council to pursue or provide resources to support Energy Plan implementation.

Secured resources to increase community resilience. Specifically, resources that:

- Funded the design of solar and storage microgrids at ten critical facilities throughout the County. These systems would reduce disruptions by providing continuous power for critical services in extended outages without the refueling or health costs of traditional backup power systems. They would also reduce energy costs in normal conditions.
- Will help the community understand and prioritize resilient energy projects through the creation of maps and prioritization tools that overlay needs with energy opportunities.
- Will increase ability to fund energy resilience systems by supporting data collection and research that builds the community and business case for resilient energy systems.
- Supported development of a power-outage preparedness resource list detailing weatherization, backup power options, and funding sources that could help residents prepare for outage situations.

Worked with the Port of Hood River to assess solar development opportunities at the Jensen building and the Airport and shared resources on alternative fuel vehicle options.

While analysis indicates that community solar would be cost prohibitive for these properties at this time, the Port could use these preliminary feasibility studies to consider direct metered solar or community solar in the future, should cost saving opportunities arise.

Increased Investment. In the last year, volunteers and staff helped **leverage close to a million dollars to support Energy Plan implementation** in the form of feasibility studies, project grants, and grants to increase local capacity. In addition to those already listed, Council members and staff fundraised for or connected the community to opportunities that supported innovative projects such as: Adams Creek Co-housing’s work towards a net zero energy, fossil free 25 unit new development; a pilot for the first rural electric car share in the nation, feasibility for hydro generation projects in irrigation systems, and a potential electric school bus and micro grid pilot.

Looking Ahead

While a lot was accomplished in 2019 through dedicated staff, volunteer, and partner efforts, we know it is just the beginning. In 2020, the Energy Council looks forward to expanding on the work started in 2019 by:

- Supporting funding efforts for solar and battery microgrid systems at critical facilities.
- Continuing to plan, prioritize, and implement energy projects that increase community resilience in the long term. Specifically, using mapping tools to prioritize projects that meet community needs, analyzing the business impacts of power outages, identifying and securing funding streams that can support energy resilient systems, and more.
- Supporting public partners in completing assessments, identifying opportunities, and securing technologies that increase resilience and efficiency of publicly owned facilities and fleets, such as school buses and City and County buildings.
- Increasing access to weatherization and renewable energy funding through local campaigns that strategically promote opportunities in communities where access to these resources is low but its impact would be significant.
- Explore opportunities to increase publically available charging stations.

As we move forward with supporting Energy Plan implementation, we hope we can continue to count on Port support. Stable local match is critical to showing community buy in and leveraging outside resources. We also look forward to continuing to work with the Port of Hood River on project development and execution.

Request: To support this important work and ensure Energy Plan implementation continues to be a collaborative, multi-jurisdictional, and effective effort, please continue to support this important work with a contribution of \$10,000.

INTERGOVERNMENTAL AGREEMENT

Between the **Mid-Columbia Economic Development District** and the **Port of Hood River**
For the provision of Project Management Services to the Hood River County Energy Council

This agreement is made and entered into under the authority of ORS 190.010 between the Mid-Columbia Economic Development District (MCEDD) and Port of Hood River (Port) as a member of the Hood River County Energy Plan. The term of this agreement shall be from July 1, 2020 to June 30, 2021.

1. Services to be Provided by the Parties

- A. The MCEDD will provide the services and personnel to complete the work activities described in the Scope of Work (Section 2) below.
- B. The Port will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Scope of Work

Under the terms of an Intergovernmental Agreement between MCEDD and the Port, MCEDD will provide the following services:

- Administration: MCEDD will provide administrative support for the Hood River County Energy Council. Duties include preparation of agendas and meeting materials, public outreach, and other basic duties.
- Implementation: MCEDD will support implementation actions identified in the Hood River County Energy Council Work Plan.

3. Consideration:

The Port of Hood River will provide ten thousand (\$10,000) dollars in matching funding to compensate MCEDD for services rendered. MCEDD will submit an invoice to the Port of ten thousand (\$10,000) dollars for services performed under this agreement. Payment should be made by the Port to MCEDD within 60 days of the invoice.

4. Term

Subject to other contract provisions, the period of performance under this Contract will be from July 1, 2020 to June 30, 2021, unless sooner terminated as provided herein.

5. Notices

All notices, requests, demands and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mails, addressed to the party to which such notice, request, demand or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto. Those notices, requests, demands or other communications relating to termination or amendment shall be in writing and mailed certified and postage prepaid.

If to Port: Michael McElwee, Executive Director
Port of Hood River
1000 E Port Marina Drive
Hood River, OR 97031

If to MCEDD: Executive Director
Mid-Columbia Economic Development District
802 Chenoweth Loop Rd
The Dalles, OR 97058

If any such provision of this Agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereto.

6. Amendment

The MCEDD and the Port may, from time to time, request changes to this Agreement or its provisions. Any such changes that are mutually agreed to by the MCEDD and the Port shall be incorporated herein by written amendment to this Agreement. It is agreed and understood that no material or substantive alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties to this agreement. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this agreement.

7. Termination:

- Mutual Termination: This IGA may be terminated by mutual consent of both parties.
- Termination by Port: The Port may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to MCEDD, or at such later date as may be established by the Port and submitted in writing to MCEDD.
- Termination by MCEDD: MCEDD may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to the Port.

8. No Implied Waiver

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Agreement or to exercise any right called for in this Contract shall constitute a waiver of the provision of this Agreement or the rights of the parties hereto.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Oregon.

10. Attorney's Fees:

The prevailing party in any dispute arising from this Agreement shall be entitled to recover from the other its reasonable attorney's fees at trial or an appeal.

11. Indemnity

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to defend, hold harmless and indemnify each other, their respective officers, agents, employees and assigns against any and all damage or claims from damages resulting or allegedly resulting from the respective parties performance or activities hereunder. Each party shall give the other immediate written notice of any action filed or any claim made against that party that may result in litigation in any way related to this Agreement.

12. Office Space

MCEDD will provide office space and use of office equipment as needed for the activities of this work. MCEDD will also provide travel to and around the County as needed to complete the scope of work as listed above.

13. Acts and Omissions

Each party shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this Agreement.

14. Severability

If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

15. Entire Agreement

This Agreement constitutes the entire agreement between parties. There are no understandings, agreements or representations, oral or written not specified herein regarding this Agreement. Any waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

Port of Hood River

**Mid-Columbia Economic Development
District**

By: _____
Michael McElwee, Executive Director

By: _____
Jessica Metta, Executive Director

Date: _____

Date: _____

This page intentionally left blank.