



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, December 18, 2018
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Janet Lerner Retirement (*Fred Kowell – Page 3*)
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of November 20 Fall Planning Work Session and December 4, 2018 Regular Session (*Jana Scoggins – Page 3*)
 - b. Approve Amendment No. 1 to Contract with Steven M. Siegel for Financial Modeling Consulting Services Not to Exceed \$10,000 (*Michael McElwee – Page 11*)
 - c. Approve Amendment No. 1 to Lease with Walden for Congress in the Marina Park #2 Building (*Anne Medenbach – Page 15*)
 - d. Approve Amendment to Lease with Walden District Office in the Marina Park #2 Building (*Anne Medenbach – Page 19*)
 - e. Approve Lease Notification Extension with Cloud Cap Technology, Inc. in the Wasco Building (*Anne Medenbach – Page 23*)
 - f. Approve Amendment No. 1 to Contract with Stafford Bandlow Engineering (*Michael McElwee – Page 27*)
 - g. Approve Amendment No. 10 to Lease with DMV in Marina Park #2 Building (*Anne Medenbach – Page 31*)
 - h. Approve Accounts Payable to Jaques Sharp in the Amount of \$7,304.00 (*Fred Kowell – Page 35*)
 4. Reports, Presentations and Discussion Items
 - a. Bridge Replacement Project Update (*Kevin Greenwood – Page 39*)
 5. Director's Report (*Michael McElwee – Page 47*)
 6. Commissioner, Committee Reports
 - a. Airport Advisory Committee, December 6 (Everitt, Streich)
 - b. Urban Renewal Agency (Streich, Meriwether)
 7. Action Items
 - a. Approve Amendment No. 2 to Task Order No. 3 with Century West Engineering, Inc. for Engineering Services at the Ken Jernstedt Airfield Not to Exceed \$40,557 (*Anne Medenbach – Page 69*)
 - b. Approve Amendment No. 1 to Grant Contract with State of Oregon for ConnectOregon VI Project (*Anne Medenbach – Page 95*)
 - c. Approve Memorandum of Understanding with Pfriem Family Brewers, Inc. (*Anne Medenbach – Page 107*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real estate negotiations and ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.
 10. Possible Action
 11. Adjourn

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

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

Port of Hood River Commission
2018 Fall Planning Work Session; November 20, 2018
Marina Center Boardroom
12:00 p.m.

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

Fall Planning Work Session

- Present:** Commissioners Hoby Streich, Brian Shortt, Ben Sheppard, John Everitt and David Meriwether; Budget Committee members: Larry Brown, John Benton; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach, Kevin Greenwood, John Mann, Daryl Stafford and Jana Scoggins.
- Absent:** None
- Media:** Elizabeth Fitzgerald, Hood River News

President Streich called the Fall Planning Work Session to order at 12:15 p.m.

- I. **Overview:** President Streich thanked the Commissioners, Budget Committee members, and staff for their attendance and participation in this year’s fall planning work session. President Streich stated that the Port is at a crucial time, and therefore it is essential to have a clear precise vision how to implement directions going forward.
- II. **Financial Summary:** Fred Kowell, Chief Financial Officer, presented the 10-Year Financial Model noting the key summary sheets such Capital Improvements, Grants, Other Financing and Overall Summary that drive this model. Each summary sheet has been updated with June 30, 2018 actuals and discussed to better understand Port’s financial position. Mr. Kowell fielded questions from the Commission regarding future financing options for the replacement bridge, and how each option impacts the Port’s operations and what the Port’s business alternatives are if the bridge revenue will not be the main Cash Flow source.
- III. **Discussion Topics:**

A. Hood River Bridge

Bridge Capital Investment Plan: Michael McElwee, Executive Director, reported that a major component of the Port’s annual budget is devoted to capital spending on projects that support the safety and longevity of the bridge. Port bridge engineers and staff maintain a 15-year capital plan listing expected bridge capital projects, and a list of recommendations from recent bridge inspections and other observed conditions. The Commission discussed the needed repairs to the skew/span motor and a staff recommendation to initiate an approximately 2-year pause where capital spending is low. **There was Commission consensus to pursue this 2-Yr. pause.** It will determine whether sufficient progress can be made on bridge replacement efforts. If those efforts are not successful, a rapid increase in capital spending will be required to maintain the existing facility. From John Mann; My understanding is we continue down the dual path road. Making decisions as we move forward and make progress on the new bridge. This will determine what items we continue to move on for safety and what can be put on the back burner until we get closer to making a decision on the new bridge construction.

Bridge Replacement – Post-NEPA Conceptual Schedule: Kevin Greenwood, Bridge Replacement Project Director, reviewed the conceptual subsequent phases after NEPA (National Environmental Policy Act) is completed. The first phase called the Feasibility Analysis Phase includes a detailed traffic and revenue study, as well as evaluation of alternate financial plans, ownership, governance and procurement. The next Deal Structuring Phase involves utilizing governance structure, commissioning investment grade traffic and revenue study, seeking credit ratings, and submitting grant applications. The following phases are the Pre-Construction and Construction phase which focus on completing permits, finalizing engineering and procurement plans, as well as construction of the new bridge and removal of the

existing bridge. Mr. Greenwood noted that during the process, all assumptions will be reviewed and discussed to select the best possible option not only for the Port but most importantly for the region.

Tolling and the Future of BreezeBy: Fred Kowell reported that the Port has been using electronic tolling since 2007 and operates the only electronic tolling facility in Oregon. Additionally, the Port will soon be the first Oregon Customer Service Center for tolling. Mr. Kowell noted that the Port will start license plate recognition in 2019, which will allow for issuing fines to vehicles running through the toll facility. The Port of Hood River entered into an agreement with the Port of Cascade Locks to implement BreezeBy, the electronic tolling system, at the Bridge of the Gods. Mr. Kowell emphasized the unique opportunity the Port has which is to market itself to other entities in the state as an electronic tolling service provider. Most of these entities need to make capital improvements to their bridges or roads but do not have the funds to do so; therefore, tolling could be the solution to their funding deficit. **There was Commission consensus to pursue these opportunities.**

B. Real Estate

Future Development Alternatives: Anne Medenbach, Development and Property Manager, reported that there may be approximately \$9 million available for the Port to construct income producing buildings in the next fiscal year. Staff worked on developing a Real Estate Asset Strategy which analyzes all of the Port’s developable properties. From this analysis, near-term project options emerged: Maritime, S. Jensen, lot 1015 at the Lower Mill and the Barman property. Discussion occurred about the types of use allowed on each property, time-frame of revenue generation, and best return on investment. **There was Commission consensus that no development should be pursued at this time on properties north of Portway Ave. . There was Commission consensus that staff pursue a Port development on part of the Lower Mill property and to further research the Barman property.** Ms. Medenbach will contact local developers and consultants to do so. A report will be provided at a future date.

Lot #1 Infrastructure Framework Plan: Michael McElwee briefed the Commission on the current efforts to prepare an Infrastructure Framework Plan for Lot # 1. Mr. McElwee noted that the Port staff is pursuing a State of Oregon Port Planning and Marketing Fund grant to engage consultant Eco Northwest to prepare a market analysis for Lot #1. This would inform decisions about the marketability and potential tenant mix in future development. Funding the needed infrastructure for development of Lot #1 is a very significant challenge. Discussion occurred about the direction on preparation of the final Infrastructure Framework Plan. **There was Commission consensus to present the Urban Renewal Agency with a specific cost, market analysis, and the benefits this development has for the community.**

C. Waterfront

Waterfront Parking Plan: The Waterfront Parking Plan was implemented in late June 2018. Michael McElwee reported that after five months of operations, staff considers the plan a success. Public acceptance was mostly neutral or positive, and financial performance met expectations. McElwee noted that staff has assessed the plan’s performance after this first summer of operations and identified areas in need of change. The primary potential changes to the Plan include establishing uniform rates, adding additional signage, consolidating parking zones, clarifying definitions for dismissal of complaint, and other. These changes are expected to improve public understanding of the parking plan and improve financial and operating performance.

Waterfront Event Guidelines: Daryl Stafford, Marina and Waterfront Manager, reported that the Event Site and Jensen Beach Parking Lot have been utilized by several large events for exclusive parking and use during the busy summer months. Ms. Stafford noted that events are growing and expanding and thus are requesting longer time extensions and more space. Since these events coincide with high use times for Parking Pass Holders and other beach users, necessary steps must be taken to effectively manage these areas. Discussion occurred about overcrowding and availability for parking, beach access for the public, and potential parking revenue loss, etc. **There was Commission consensus to direct staff to develop an**

event application rating policy and identify certain amount of days in one season for these events to occur.

D. Airport

Airport Business Model: Anne Medenbach reviewed a 10-year business model for the airport based on established Port assumptions. This model breaks down operations and capital improvements/ grants. Currently, the airport operates at a deficit. Lease income is not keeping up with costs, and the increase in use results in increased utility and maintenance costs which are mostly funded by the Port. Additionally, the Port has committed to grant-funded infrastructure projects that require significant funding matches. Mrs. Medenbach stated that if the Port moves toward recouping certain operational costs, the operational budget would be significantly positive; however, it will receive a push-back from current tenants opposing the loss of the subsidy. **There was Commission consensus that the airport ought to strive to have a self-sustaining operation, and thus the Port should pursue the model of recouping operational costs and minimizing its subsidy.**

Airport Development: FAA and state-funded grants for infrastructure projects provide significant improvements to the airport. Anne Medenbach reported that the Port may need to construct income producing facilities or land lease the properties for construction to the private sector. Mrs. Medenbach noted that in the Future Development Options constructing commercial hangars on the north ramp could provide income to the Port with a good return and much needed inventory for local aviation-related operations. Additionally, leasing land to private developers for box hangars has market demand and could provide some additional income as well. **There was Commission consensus that the airport could compete with the other two development properties and thus should be further evaluated as a potential option.**

E. Special Projects

Legislative Advocacy: The Port had significant success with its government relations strategy in fiscal year 2017-2018 when the Oregon legislature awarded \$5-million to the Port to complete environmental studies and authorized consideration of Public Private Partnerships. Kevin Greenwood and Genevieve Scholl, reported that the Port should stay vigilant in looking for federal environmental clearances and permit streamlining, while focusing on financing opportunities and the accompanying governance requirements that may be worth pursuing in Olympia and Washington D.C. Additionally, the Port is focusing on developing relationships with Washington and other state agencies to support the bridge replacement strategy. **There was Commission consensus to reduce legislative advocacy in Oregon, maintain the presence at the federal level, and increase efforts in Washington State.**

Future Operations: The Port relies upon bridge toll revenues to support capital expenditures that keep the bridge safe and operational. Those same revenues are used to support debt obligations and other Port cost centers. As the possibility of bridge replacement increases within the next ten years, the Port must consider ways to carry out its public agency responsibilities with a fundamentally different business model in the future. Michael McElwee stated that engaging in a thorough assessment of the Port’s future revenue mix and cost structure that will affect the Port in the future, and by taking specific actions over the next several years, may lead to a reasonably strong future foundation.

President Streich adjourned the work session at 5:08 p.m. The Regular Meeting of the Port Commission immediately followed after a short recess.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

**Port of Hood River Commission
Meeting Minutes of December 4, 2018 Regular Session
Marina Center Boardroom
5:00 p.m.**

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

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

Present: Commissioners Hoby Streich, Brian Shortt, David Meriwether, John Everitt; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Kevin Greenwood, Anne Medenbach, Genevieve Scholl, Daryl Stafford, and Jana Scoggins.
Absent: Ben Sheppard
Media: Emily Fitzgerald, Hood River News

1. CALL TO ORDER: President Streich called the regular session to order at 5:02 p.m.
a. Modifications, Additions to Agenda: Airport Advisory Committee will meet on Thursday, December 6. Urban Renewal Agency report was provided at the previous meeting. The Fall Planning Session Meeting Minutes were pulled from the agenda for modification.

2. PUBLIC COMMENT: None.

3. NEW EMPLOYEE INTRODUCTION: Fred Kowell, Chief Financial Officer introduced Maria Diaz as the new Administrative Specialist who has extensive administrative background and will provide administrative support to department managers in various areas of Port operations as well as customer services related tasks.

4. CONSENT AGENDA:
a. Approve Regular Session Meeting Minutes of November 20, 2018 Regular Session
Motion: Move to approve Consent Agenda.
Move: Shortt
Second: Everitt
Discussion: None
Vote: Unanimous

5. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS

a. Lot #1 Draft Public Infrastructure Framework Plan: Michael McElwee, Executive Director, introduced Mike Zilis with Walker/Macy who presented the final draft of the Lot #1 "Public Infrastructure Framework Plan". Mr. Zilis walked through possible phasing options of the development plan focusing on a comprehensive look at the cost estimates of each phase. Currently, the site access is limited to a single point and at peak times, access to the waterfront is constricted and vehicle traffic becomes congested. During the presentation, the emphasis landed on minimizing financial risk, understanding long-term revenue and return on investment, managing utilities including stormwater treatment, establishing an adequate traffic circulation system, and reviewing the design that promotes accessible waterfront for recreational purposes. The proposed concept plan includes a pedestrian path ("swerve") which accentuates a view corridor and provides a location for needed stormwater swales along the pathway. The swerve was included in the enhancement cost estimate plan, but the Commission determined it needs to be moved to an infrastructure cost plan. For the City of Hood River Urban Renewal Agency ("URA") presentation planned for Dec. 10, the Commission concluded that it was necessary to provide total cost estimates for each scenario and historical revenues generated on the waterfront if possible. Mr. McElwee added that a draft illustrative plan will be provided during the presentation as well. After implementing feedback from the URA board, the final plan is expected to be completed in early January 2019.

b. Communication Plan Report: Genevieve Scholl, Special Projects and Communications Manager, provided a report on the Port Communication Plan tied to the goals and objectives of the 2014-2018 Strategic Business Plan. Ms. Scholl reviewed the improvements made to the external communications systems which enabled development of new programs and tools to support optimal communication with Port constituents, stakeholders, customers and partners. Ms. Scholl emphasized the need for more signage on the Waterfront and another

electronic display sign on the north side of the bridge. Commissioner Everitt commended the depth of the plan and that it is a living document. However, he asked if it could be condensed and primary tasks highlighted for more manageable review. The Commission agreed to move approval of the plan to action items.

c. 2019 Waterfront Events Rate Schedule: Daryl Stafford, Waterfront and Marina Manager, reported that during the Fall Planning Session, the impacts of large events on the Waterfront during the busy summer months were discussed. Ms. Stafford highlighted key points of parking availability and alternatives, waterfront beach access for the public, and potential loss of parking revenue. Ms. Stafford noted that staff has considered all user groups and would like to add the option for large events to rent the Event Site without exclusive use of the parking lot and to increase rates during July and August to encourage the use of the shoulder months of June and September. The Commission agreed to move approval of the Waterfront Events Rate Schedule to action items.

d. Bridge Replacement Project Update: Kevin Greenwood, Bridge Replacement Project Director, provided a brief report on the tasks accomplished in the past two weeks. Mr. Greenwood emphasized that the Open House – Community Meeting is scheduled for Monday, December 10 from 6-8 p.m. at Best Western Hood River Inn. The Commission requested that more meetings be scheduled on the Washington side. Mr. Greenwood continued that ODOT has developed an Intergovernmental Agreement draft that is currently being reviewed. There are different paths to re-evaluate the NEPA process; each path has different requirements. After FHWA makes their decision, ODOT will reassess their time commitments to be reimbursed. ODOT re-affirmed that their staff will continue work on the project during the IGA development and will reimburse the Port from the \$5-million grant proceeds. Mr. Greenwood reviewed the concept schedule, and Commissioner Shortt asked that unconventional alternatives to the bridge replacement project are studied and pursued as these are extraordinary circumstances. Mr. Greenwood noted that this is a pilot project and non-traditional approaches are emphasized including a permissible compression of the NEPA process.

6. Director's Report: Michael McElwee reported that the SDAO Annual Conference is planned for February 8-10 in Sunriver, Oregon, and the Commissioners are encouraged to attend. The Port's Financial Specialist, Janet Lerner, is retiring and a farewell potluck will be held on December 14. Mr. McElwee continued that the 15-year revenue bonds issued in 2003 for bridge improvements were paid off on December 1. The work has begun to move the stored soil/wood stockpile from the Lower Mill site to the Airport. The contractor is Groat Brothers. The contract with private security firm HRT Security Services, started in early November, has proven to be successful. 25% of the bridge welding work was completed on November 26; however, weather conditions prevented further work until Friday, November 30. Welding will continue to completion when weather windows allow. Staff has ordered new limit switches for all lift span warning and barrier gates. The lift span is again operational.

7. COMMISSIONER, COMMITTEE REPORTS:

a. OneGorge Advocacy Group: Commissioner Shortt reported that the advocacy group met on November 28, 2018 to discuss regional needs that are required to support a strong and sustainable Gorge economy. Commissioner Shortt highlighted areas discussed during the meeting. Including public safety and recreational immunity issues affecting public agencies and public transit system planning.

8. ACTION ITEMS:

a. Approve contract with EcoNorthwest for Industrial Demand Market Analysis Not to Exceed \$23,940, subject to Grant Approval. Along with current efforts to prepare a Public Infrastructure Framework Plan for Lot #1, the Port and URA Board seek to understand the property’s future development potential. This contract will analyze an industrial market demand and level of market interest in the property to identify business that would seek to locate there.

Motion: Approve contract with EcoNorthwest to conduct an industrial market demand analysis for Lot #1 not to exceed \$23,940 plus reasonable reimbursable expenses, subject to grant approval.

Move: Meriwether

Second: Everitt

Discussion: Discussion occurred about the benefits of this analysis extending beyond the Lot #1 to the Barman property.

Vote: Unanimous

MOTION CARRIED

b. Approve Port of Hood River 2018-19 Communications Plan: The purpose of this communications plan is to set in place the necessary policies and protocols, and enable the development of new programs and tools, to optimally communicate with Port constituents, stakeholders, customers and partners.

Motion: Approve 2018-2019 Communications Plan.

Move: Shortt

Second: Meriwether

Discussion: None

Vote: Unanimous

MOTION CARRIED

c. Approve 2019 Waterfront Events Rate Schedule: Staff has considered all user groups and the impacts of large events on the Waterfront, and therefore is proposing changes to the Event Rules and Regulations which include an increase in rates during July and August and providing an option to rent the Event Site without exclusive use of the parking lot.

Motion: Approve 2019 Rate Schedule for events on the waterfront.

Move: Shortt

Second: Everitt

Discussion: None

Vote: Unanimous

MOTION CARRIED

9. COMMISSION CALL: None

10. EXECUTIVE SESSION: President Streich recessed Regular Session 7:32 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation.

11. POSSIBLE ACTION: None

12. ADJOURN:

Motion: Motion to adjourn the meeting.

Move: Shortt

Discussion: None

Vote: Unanimous

MOTION CARRIED

The meeting was adjourned at 9:25 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo

Prepared by: Michael McElwee
Date: December 18, 2018
Re: Future Financial Analysis



In October 2018, a personal services contract was executed with Steve Siegel to assist the Executive Director in initiating an assessment of the Port's future financial obligations and potential resources assuming significant bridge revenue was no longer available. That work resulted in a summary memorandum that was discussed during the 2018 Fall Planning work session. The next phase of this detailed effort is to prepare a working financial model to further describe one or more hypothetical scenarios for future Port operations.

In 2007, Steve Siegel prepared the 10-year Financial Model that is still used by the Port today and is well-suited for the future financial modeling contemplated. This is an action item on the Executive Director's FY 18/19 workplan.

STAFF RECOMMENDATION: Authorize Amendment No. 1 to contract with Steve Siegel for financial analysis not to exceed \$10,000.

This page intentionally left blank.

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

This is Amendment No. 1 to the Personal Services Contract ("Contract") entered into on October 22, 2018 by and between Steven M. Siegel ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a contract to begin a detailed assessment of future financial models for the Port that assume limited or negligible revenue from tolling operations, ("Project"); and

WHEREAS, the Port seeks more detailed financial analysis and alternatives modelling to better understand the possible future financial position of the Port and steps that could be taken in the years preceding; and

WHEREAS, all terms of the Contract will remain in effect, except as amended hereby;

Port and Contractor agree to increase the maximum consideration of the contact to \$15,000, an increase of \$10,000.

Port and Contractor agree to change the contract termination date to June 30, 2019.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed.

DATED: _____, 2018

Steven M. Siegel

Port of Hood River

3787 S.W Lyle Court
Portland, Oregon 97221
(503) 274-0013
siegelconsulting@aol.com

Michael S. McElwee
Executive Director
1000 E. Port Marina Drive
Hood River OR 97031

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: December 18, 2018
Re: Walden for Congress, Inc. - Lease Amendment

Walden for Congress has been a tenant in Suite B of the DMV building since 2014. Since that time, the lease comes up for renewal whenever Representative Walden is reelected. This year, they report that their office manager left, and they have not yet found a replacement. As this is a key staff member who would likely be staffing the Hood River office, they would like to renew on a month-to-month basis for six months or until such time as they find an office manager.

RECOMMENDATION. Approve Lease Amendment No. 1 with Walden for Congress, Inc. for Suite B in the DMV building.

This page intentionally left blank.

FIRST AMENDMENT TO LEASE

Whereas: On January 1, 2017, a Lease commenced between the Port of Hood River, an Oregon municipal corporation, as Lessor, and Walden for Congress, Inc. an Oregon corporation, as Lessee, for premises known as Suite B in the DMV Building located 600 E. Port Marina Way, Hood River, Oregon ("Lease"); and,

Whereas, The Lease expires on December 31, 2018 with one extension term of two years. Lessee would like to renew the lease on a month to month basis.

Therefore, the parties agree the Lease is amended effective January 1, 2019, as follows:

- 1. Section 2. "Term". This section shall be struck and replaced with the following: "The Lease Term shall be on a month-to-month basis for a period commencing on January 1, 2019 and ending June 30, 2019. Tenant may extend the Lease through December 31, 2021 if notice is given in writing to the Port on or before May 31, 2019."
- 2. Section 3. "Rental". The rental rate/amount box in Section 4. "Rental" is amended as follows based on the 3.94% CPI from August 2018:

<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rate</u>
January 1, 2017-December 31, 2018	523	\$1.82	\$951.86

Except as modified by this First Amendment to Lease, all terms and conditions of the Lease shall remain in full force and effect.

Lessee, Walden for Congress, Inc.

Lessor, Port of Hood River

By: _____
Marta Simons

By: _____
Michael S. McElwee

Executive Director

Date _____

Date _____

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: December 18, 2018
Re: Walden District Office. - Lease Amendment

Walden District Office has been a tenant in Suite C of the DMV building since 2013. The Lease comes up for renewal every time Representative Walden gets reelected. This year, the office manager left this year, and they have not yet found a replacement. As this is a key staff member who would be staffing the Hood River office, they would like to renew on a month to month basis for 6 months or until they find an office manager.

RECOMMENDATION. Approve Amendment to lease with Greg Walden District Office for Suite C in the DMV building.

This page intentionally left blank.

FIRST AMENDMENT TO LEASE

Whereas: On January 1, 2017, a Lease commenced between the Port of Hood River, an Oregon municipal corporation, as Lessor, and Walden for Congress, Inc. an Oregon corporation, as Lessee, for premises known as Suite C in the DMV Building located 600 E. Port Marina Way, Hood River, Oregon ("Lease"); and,

Whereas, The Lease expires on December 31, 2018 with one extension term of two years. Lessee would like to renew the lease on a month to month basis.

Therefore, the parties agree the Lease is amended effective January 1, 2019, as follows:

1. The Lease Term shall be amended to state: "The Lease Term shall be on a month-to-month basis for a period commencing on January 1, 2019 and ending June 30, 2019. Tenant may extend the Lease through December 31, 2021 if notice is given in writing to the Port on or before May 31, 2019."
2. Section 3. "Rental". The rental rate/amount box in Section 4. "Rental" is amended as follows based on the 3.94% CPI from August 2018:

<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rate</u>
Suite C	181	\$1.33	\$240.73

Except as modified by this First Amendment to Lease, all terms and conditions of the Lease shall remain in full force and effect.

Lessee, Greg Walden

Lessor, Port of Hood River

By: _____
Greg Walden

By: _____
Michael S. McElwee
Executive Director

Date _____

Date _____

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: December 18, 2018
Re: Cloud Cap Technologies, Inc. - Lease Renewal
Option Notification Extension

Cloud Cap Technologies Inc. ("Cloud Cap") would like to extend their lease renewal option notification. This notifies the Port that they would like to renew their lease at the Wasco building. Their current notification date is December 31, 2018. They would like to extend it to February 28, 2019.

Cloud Cap's current lease expiration date is June 30, 2019. The Port granted a similar extension of lease renewal notification in 2017. Cloud Cap's parent company's process takes time and this additional extension would allow them to get lease renewal approvals completed.

RECOMMENDATION. Approve lease amendment with Cloud Cap Technologies Inc. in the Wasco building.

This page intentionally left blank.

United Technologies Realty, Inc.
9 Farm Springs Road
Farmington, Connecticut 06032



November 30, 2018

Via e-mail to amedenbach.pohr@gmail.com

Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
Attn: Anne Medenbach

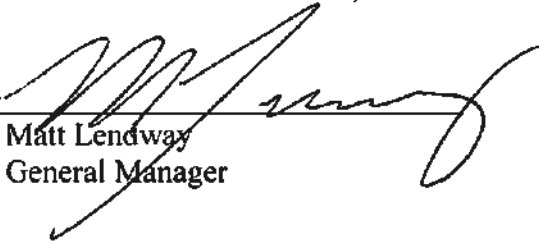
Re: Lease, as amended, between Port of Hood River (“Landlord”) and Cloud Cap Technology, Inc. effective June 20, 2011 regarding space at the 205 Wasco Loop, Hood River, Oregon (the “Premises”)

Dear Anne:

As you know, the existing deadline for Tenant to exercise its option to renew the above-referenced Lease is December 31, 2018. By execution of this letter where indicated below, Landlord and Tenant hereby agree to extend the deadline for exercise of such option to renew to February 28, 2019. Except as modified by the foregoing, all other terms and provisions of the Lease remain in full force and effect.

Please indicate your acceptance of the foregoing by executing this letter where indicated below and returning the same by e-mail. If you have any questions, please feel free to contact Randy Rome at (860) 284-3636.

Very truly yours,
CLOUD CAP TECHNOLOGY, INC.

By: 
Matt Lendway
General Manager

Acknowledged and agreed to:
PORT OF HOOD RIVER

By: _____
Michael S. McElwee
Executive Director

Date

cc: David Gorman/Randy Rome

This page intentionally left blank.

Commission Memo



Prepared by: Michael McElwee
Date: December 18, 2018
Re: Hood River Bridge Lift Span

On January 23, 2018 the Commission authorized a contract with Stafford Bandlow Engineering (“SBE”) for engineering services associated with an upgrade to the skew system and replacement of the span drive motors. Construction plans and specifications have been prepared, the project has been bid, and a contractor is now underway with assembly of the electrical and mechanical components that will be installed.

However, it is now clear that the process of completing assembly of the components, along with bench testing, shipping, installation and field testing will take longer than expected. Final installation will now be carried out in spring 2019.

SBE has been heavily involved in all phases of the project thus far. SBE now estimates that an additional \$35,000 will be required to carry their work through completion. The increase in cost is primarily due to additional shop drawing review, and more involved contract management assistance during the procurement process. In addition, the Port has relied heavily on SBE for troubleshooting and modifying the existing bridge skew electrical installation due to failures in the limit switches associated with the warning and barrier gates, and that work was carried out under this contract. These events resulted in closure of the lift span and SBE’s significant assistance was not contemplated in the original contract.

The attached contract amendment would add to the contract fee and extend the timeframe to contract completion to June 2019.

STAFF RECOMMENDATION: Authorize Amendment No. 1 to contract with Stafford Bandlow Engineering for bridge lift span engineering services not to exceed \$35,000.

This page intentionally left blank.

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

This is Amendment No. 1 to the Personal Services Contract ("Contract") entered into on January 29, 2018 by and between Stafford Bandlow Engineering ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a contract to design and engineer a new skew system and motors for the Hood River Interstate Bridge lift span, ("Project"); and

WHEREAS, the Project has required additional shop drawing review, contract management assistance during the procurement process, and troubleshooting the existing bridge electrical installation due to a failure of the limit switches associated with the safety and barrier gates; and

WHEREAS, the project completion is now expected to occur by late spring 2019 due to the unexpected time required for the project contractor to procure, assemble and bench test the new skew system and motors; and

WHEREAS, all terms of the Contract will remain in effect, except as amended hereby;

Port and Contractor agree to increase the maximum consideration of the contact to \$145,000, an increase of \$35,000.

Port and Contractor agree to extend the time period to termination of the contract to June 30, 2019.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed.

DATED: _____, 2018

Stafford Bandlow Engineering

Port of Hood River

Paul Bandlow, P.E., President

Michael S. McElwee, Executive Director

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: December 18, 2018
Re: Dept. of Motor Vehicles - Lease Amendment No. 10

The DMV has been a tenant in the Marina Park #2 building since the 1990's. The most recent lease was executed in 2002 with renewals occurring every two years. This latest amendment is the 10th for this Lease. The form is a State form and sets out a 5-year renewal with built in escalations. This is a full-service lease and the rate is set by the State, equating to a \$2.10/sf/mo rate.

RECOMMENDATION. Approve Amendment No. 10 to lease with the Oregon Department of Transportation and Motor Vehicle Services Division at the Marina Park #2 building.

This page intentionally left blank.

**STATE OF OREGON
LEASE AMENDMENT**

THIS LEASE AMENDMENT, dated December ____, 2018, is made by and between PORT OF HOOD RIVER (Lessor) and the STATE OF OREGON, acting by and through its Department of Transportation, Driver and Motor Vehicle Services Division (Lessee).

Lessor and Lessee are parties to a lease dated December 3, 2002, as amended by lease amendment dated November 23, 2004, extended on November 7, 2008, amended further on December 14, 2010, December 27, 2012, November 8, 2013, October 22, 2014, December 14, 2015 and December 29, 2016 (herein referred to as the Lease), covering Premises described as approximately 1,200 rentable square feet of office space at the Port of Hood River, Port Marina Park, Hood River, Oregon, more particularly described as a portion of a building located at T3N R11E of the W.M, Section 30, Parcel 10098, also known as 610 E Port Marina Drive, Hood River, Hood River County, Oregon 97031.

In consideration of the mutual agreements contained herein, Lessor and Lessee agree that the Lease shall be amended as follows, **effective as of January 1, 2019**, unless otherwise specified below:

1. **Term.** Section 1 of the Lease, as previously amended, is hereby amended as follows:

1. **Term.** Lessee has provided timely notice to Lessor of Lessee’s election to exercise both of its options to extend the Lease as provided in Section 3 – Option to Extend. Accordingly, the term of this Lease is hereby extended for a period of five (5) years, commencing **January 1, 2019** and continuing through **December 31, 2023**.

2. **Rent.** Section 2 of the Lease, as previously amended, is hereby amended as follows:

2. **Rent.** Lessee shall pay Base Rent in arrears by the 10th day of each month for the preceding month or partial month. The Base Rent for any partial month shall be prorated on a per diem basis. The monthly Base Rent for the extension shall be per the following Rent Schedule:

<u>LEASE PERIOD</u>	<u>BASE RENT</u>
01/01/2019 – 12/31/2019	\$2,525.00
01/01/2020 – 12/31/2020	\$2,556.56
01/01/2021 – 12/31/2021	\$2,588.52
01/01/2022 – 12/31/2022	\$2,620.88
01/01/2023 – 12/31/2023	\$2,653.64

3. **Option to Extend.** Section 3 of the Lease, as previously amended, is hereby amended as follows:

3. **Option to Extend.** If Lessee is not in default, Lessee shall have the option to extend this Lease for two (2) options to extend the lease for consecutive terms of two (2) years each. Each extension term shall commence on the day following the expiration of the immediately preceding term. Notice exercising the extension option shall be delivered to Lessor in writing not less than ninety (90) days prior to the expiration of the then current term. Unless otherwise agreed in writing, if such notice is given, all terms and conditions of this Lease, other than the rent, shall apply during the extension term. Rent for the extension terms shall be negotiated with the goal of establishing a mutually agreed fair market rate. In the event the parties are unable to agree on a fair market rental rate for the extension term this Lease may be cancelled with no further obligation to the other. In the event the Lease is cancelled pursuant to the provisions of the previous sentence, the termination date for the then current term shall be the later of i) the natural expiration of such term or ii) a date six (6) months after written notice is given by either party to the other that a fair market

rental rate for the option term cannot be agreed upon. If the natural expiration of the then current term is extended pursuant to sub clause (ii) of the previous sentence, the rental rate for the extended term period shall not be increased during such extended period.

Except as expressly amended hereby, all other terms and conditions of the Lease shall remain in full force and effect.

This Lease Amendment shall not become effective nor be binding on the State of Oregon or the Lessee agency until it has been executed, in the signature spaces provided below, by all parties to the Lease Amendment.

LESSOR: PORT OF HOOD RIVER

By _____

Date _____

LESSEE: STATE OF OREGON, acting by and through its
Department of Transportation, Driver and Motor Vehicles Services Division

By _____

Date _____

APPROVAL: STATE OF OREGON, acting by and through its
Department of Administrative Services

By _____
Real Estate Services

Date _____

Commission Memo



Prepared by: Fred Kowell
Date: December 18, 2018
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$7,304.00
---------------------	-------------------

Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$7,304.00
--	-------------------

This page intentionally left blank.

JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

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

Page: 1
 December 05, 2018
 Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
CONTRACT (Marina Moorage Rules)					
1,474.00	0.00	0.00	0.00	-1,474.00	\$0.00
MISCELLANEOUS MATTERS					
JJ					
286.00	1,276.00	0.00	0.00	-286.00	\$1,276.00
PROPERTY PURCHASE (
0.00	858.00	0.00	0.00	0.00	\$858.00
LEASE (DMV/ODOT/State of Oregon)					
0.00	66.00	0.00	0.00	0.00	\$66.00
LEASE (Hood River Distillers)					
1,034.00	0.00	0.00	0.00	-1,034.00	\$0.00
AUDIT LETTERS					
0.00	352.00	0.00	0.00	0.00	\$352.00
HANEL SITE FILL CONTRACT (JAL Construction, Inc.)					
0.00	110.00	0.00	0.00	0.00	\$110.00
BRANDT LAND TRADE AIRPORT AREA					
1,100.00	0.00	0.00	0.00	-1,100.00	\$0.00
LEASE (PFriem Brewing)					
2,838.00	22.00	0.00	0.00	-2,838.00	\$22.00
BRIDGE REPLACEMENT 2016 (ODOT/WDOT)					
88.00	0.00	0.00	0.00	-88.00	\$0.00

HOOD RIVER, PORT OF

Account No: Decemb P

Previous Balance	Fees	Expenses	Advances	Payments	Balance
PROPERTY SALE () 22.00	0.00	0.00	0.00	-22.00	\$0.00
MARINA MOORAGE AGREEMENT 506.00	0.00	0.00	0.00	-506.00	\$0.00
STORM LINE SINK HOLE 3,828.00	2,794.00	0.00	0.00	-3,828.00	\$2,794.00
TOLLS IGA (Port of Cascade Locks) 1,386.00	1,760.00	0.00	0.00	-1,386.00	\$1,760.00
BRIDGE SPAN DRIVE CONTRACT 154.00	0.00	0.00	0.00	-154.00	\$0.00
SECURITY SERVICES CONTRACT (HRT) 110.00	22.00	0.00	0.00	-110.00	\$22.00
BRIDGE TRAFFIC/ REVENUE CONTRACT (Stantec) 396.00	0.00	0.00	0.00	-396.00	\$0.00
RECREATIONAL IMMUNITY 110.00	0.00	0.00	0.00	-110.00	\$0.00
CA DMV APPLICATION 242.00	0.00	0.00	0.00	-242.00	\$0.00
OUTRIGGER LICENSE 132.00	0.00	0.00	0.00	-132.00	\$0.00
AIRPORT EAST END ROAD 506.00	0.00	0.00	0.00	-506.00	\$0.00
PROPERTY PURCHASE) 176.00	44.00	0.00	0.00	-176.00	\$44.00
<u>14,388.00</u>	<u>7,304.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-14,388.00</u>	<u>\$7,304.00</u>

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



BRIDGE REPLACEMENT PROJECT

Project Director Report
December 18, 2018

The following summarizes Bridge Replacement Project activities from Dec. 5 - 18, 2018.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

Held a community meeting on Monday, Dec. 10th at the Best Western. About 55 people attended to learn about the past and current efforts to complete NEPA. Included in the **packet** is a brief memo of the meeting from Anne Pressentin, copies of the display boards and a fact sheet. I'll also give a quick presentation that was given at the open house.

Project website has been updated to include all information from the community meeting including a survey (<http://bit.ly/Bridge-Survey>) that will be active for the next year. Encountering some user glitches with the online survey that have since been repaired (at least on most computers).

Received letter (included in **packet**) from the US Coast Guard (USCG) acknowledging that the permitting process is underway. A detailed survey is being prepared following USCG guidance that will be shared with river users and would be used in developing a Navigation Impact Report (NIR).

Began re-evaluation of prior technical work that will help determine the level of analysis that needs to be conducted. There are three options that can result from the re-evaluation: (1) Supplemental EIS plus Final EIS, (2) Final EIS, or (3) Environmental Assessment (EA). Federal Highway Administration is ultimately responsible for determining which track to take and that will happen in Q1 of 2019.

EIS Working Group (EISWG):

- At least two members of the EISWG attended the community meeting. Next meeting will be in Q1 2019.

Other Highlights:

- Project Update Poster will be displayed in Port's reception area and rotated monthly. December Update is included in **packet**.
- Thank you to Port staff, Marcela Diaz and Jana Scroggins, for providing support during Open House. Though we did not have any Spanish speakers in attendance, Marcela provided translation services in a number of the documents that were distributed.
- 30-month NEPA Schedule included in **packet**.

GOVERNMENTAL ADVOCACY

- Hal Heimstra has been asked to prepare two itineraries for Commission consideration. One will be in conjunction with the Pacific NW Waterways (PNWA) Mission to Washington in March 2019. The second would be a POHR-specific trip sometime in July.
- Will schedule joint government affairs conference call in new year with Port's lobbyists in Olympia (Brad Boswell), Salem (Dan Bates), and Washington DC (Hal Heimstra) to discuss strategy moving into 2019.

ODOT CONTRACT

Port legal counsel has submitted comments on the ODOT IGA. However, the IGA continues to wait for review in the AG's office. Item will be added to January agenda for consideration.

As noted last month, ODOT has included a "not to exceed" amount of \$24,000 for the work through the re-evaluation. This work is scheduled to be completed by March of 2019.

ODOT re-affirmed that their staff will continue work on the project during the IGA development and will reimburse the Port from the \$5-million grant proceeds.

COMMUNITY OUTREACH

- Newly elected state Rep. Anna Williams and ex-state Rep. Mark Johnson both attended the Community Meeting. Johnson was a key legislator for helping the Port obtain state funding for the NEPA process.
- Met with Mike Fox, retired Bechtel project manager, on Dec. 6 to review project. Mike has been a wonderful resource and is a proponent for the project.
- Attended Klickitat County Transportation Committee Meeting on Dec. 5.
- Attended Skamania County Transportation Committee Meeting on Dec. 5. I try to attend every other Skamania County meeting to provide an update. We had a few individuals from Skamania County attend the Community Meeting.
- Attended White Salmon City Council Meeting on Dec. 5 to provide update and pass invitations to Community Meeting.
- Staff met with David Hodges, SW Washington field rep for Sen. Patty Murray on Dec. 6. Provided update on NEPA process and coordination with Oregon officials.

POST-NEPA ACTIVITIES

- Rick Gobeille will present findings (Traffic & Revenue 101) at Commission Work Session on Tuesday, February 5.
- Will be working with Steve Siegel to develop a Scope of Work and planning level budget for Phase 2.



BRIDGE REPLACEMENT PROJECT

Community Meeting #1 Overview

Date: Monday, December 10, 2018
 Time: 6:00 – 8:00 pm
 Location: Best Western Plus Hood River Inn

A community meeting was held to publicly relaunch the bridge replacement project. The informal event was intended for all who were interested in the project or who may be affected by the project. Staff members used display boards, an aerial map, fact sheet (English and Spanish), flip charts and paper survey forms (English and Spanish) to engage in conversation and solicit input. A short presentation provided an overview of the project and was followed by a question and answer opportunity. A Spanish speaker attended to translate information as needed. Most participants expressed a need to move ahead with the project quickly. Many participants also expressed satisfaction verbally or in writing with the opportunity to provide input.



Meeting Purpose

The community meeting was designed to:

- Inform the mid-Columbia Gorge community about the purpose of the Hood River-White Salmon Bridge Replacement Project.
- Promote awareness among stakeholders and the public about the project process and schedule.
- Review and seek input to confirm past work contained in the Draft EIS (purpose and need statement, range of alternatives analyzed, and preliminary preferred alternative previously identified).
- Obtain new/missing information relevant to the technical analysis.

Notification

The meeting was advertised in advance through:

- Print and digital display advertisements in the White Salmon Enterprise and Hood River News
- Radio advertisement
- Facebook and Twitter posts by Port of Hood River
- Notice in Port printed newsletter
- E-news distributed to project email list
- News release
- Email to project stakeholders, including Working Group members and elected officials
- Website

Meeting Outcomes By the Numbers

Attendance	56
Survey forms completed*	13
Evaluation forms completed	4

*Comment period open through Jan. 31, 2018. Table to be updated.

Comments

Themes of comments recorded by staff at the community meeting included:

- Excitement and sense of urgency to move forward; just do it
- Good support for the corridor, alternatives and selection of preferred alternative identified in the DEIS (EC-2)
- Focus on funding a new bridge right now
- Think to the future: two vehicle lanes may not be enough; consider how often truck freight movers may use a new crossing and the need for emergency evacuation

Participants asked questions about:

- Bike/pedestrian connections on both sides of the bridge
- Vehicle connections to adjoining roadways in Oregon and Washington
- Public process to get to this point in the NEPA review
- Fixed span height needed to accommodate tall marine vessels

Participants expressed concerns with:

- Demolition of the existing bridge and loss of an historic resource
- Too much bridge lighting and loss of night sky
- Environmental impacts
- Size of structure
- Toll rates and previous uses of toll revenue

Meeting Evaluation

Participants were asked to evaluate the meeting and provide feedback for future community events. Four evaluation forms were completed and indicated satisfaction with the opportunity to speak directly with staff and provide input. Respondents also said they were seeking additional detail on the process that has led to this point.

Next Steps

The online version of the survey form will be available on the project webpage along with the meeting materials through January 31, 2019. A summary of all the public comments received by that time will be developed.

Additional events to obtain input specifically from Spanish speaking and low-income individuals are planned for winter 2019. Input received from these events also will be incorporated into the comment summary.



U.S. Department of
Homeland Security



United States
Coast Guard

Commander
United States Coast Guard
Thirteenth District

915 Second Avenue (RM 3510)
Seattle, WA 98174-1067
Staff Symbol: dpw
Phone: 206-220-7282
Email: steven.m.fischer3@uscg.mil

16591
December 03, 2018

Mr. Kevin Greenwood
Port of Hood River Bridge Replacement Director
1000 E. Port Marina Drive
Hood River, OR. 97031

Subj: Project Initiation Acknowledgement Letter for Hood River bridge replacement project

Dear Mr. Greenwood:

We have received your Project Initiation Letter for the Hood River bridge replacement project dated 14 November 2018. My office is standing by to assist with any questions you may have as you develop a Coast Guard Bridge permit application.

As we discussed on our phoncon first steps would be to develop a Navigation Impact Report (NIR) which will inform our (USCG) preliminary navigation clearance determination. Concurrently, as a Cooperating Agency for NEPA, we can participate in the NEPA process as required. My Coast Guard NEPA lead will be Mr. Carl Smith csmith@sawdeysolutionservices.com 206-220-7277 and I will be your contact for overall USCG Bridge Permitting.

Thank you and we look forward to working with you.

Sincerely,

STEVEN FISCHER
Bridge Administrator
U.S. Coast Guard

Copy: USCG, MSU Portland
USCG, Bridge Program (BRG-2)



EIS UPDATE

BRIDGE REPLACEMENT PROJECT

DECEMBER 2018

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?

- Held a community meeting on Monday evening, December 10, at the Best Western in Hood River. About 55 people attended to learn about the current work planned for the project, meet with the project team, confirm past decisions associated with the Draft EIS, and provide input to the Port.
- Updated the project website—please check out new information about the project at bit.ly/HoodRiverBridge
- Activated an online survey—provide your feedback by taking a quick survey that is available through January 31, 2019 at bit.ly/Bridge-Survey
- Received acknowledgement letters from the US Coast Guard and US Army Corps of Engineers that the permitting process with these agencies has begun.
- Began updating the traffic analysis for the existing 2017 conditions to support the environmental analysis.
- Began re-evaluating the technical work documented in the 2003 Draft EIS; this step will help determine the level of analysis that needs to be conducted.

What are the next steps?

- Prepare for conducting a survey with commercial, recreational, and government river users to understand the navigation height and width requirements that will be factored into the new bridge design.
- Complete the re-evaluation process and meet with the Federal Highway Administration to confirm the NEPA compliance strategy.
- Conduct traffic analysis on the future 2045 traffic conditions which will serve as a baseline to evaluate the benefits and impacts to traffic operations associated with the new bridge.

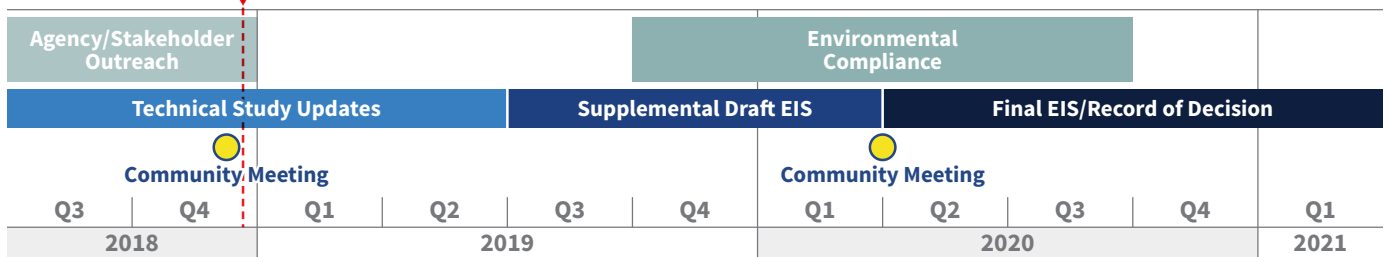


How would bridge replacement benefit the Columbia River Gorge communities?

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

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

WE ARE HERE



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

PROJECT CONTACT

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

Hood River Bridge Replacement Project - Conceptual EIS Schedule

ID	Task Name	Duration	Start	Finish	2019				2020				2021			
					Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
1	Early Action Items	72 days	Wed 8/1/18	Fri 11/9/18												
2	Notice to Proceed	0 days	Wed 8/1/18	Wed 8/1/18												
3	Project Kick-Off Meeting	0 days	Thu 8/9/18	Thu 8/9/18												
4	Determine NEPA Lead Federal Agency	33 days	Thu 8/9/18	Mon 9/24/18												
5	Stakeholder Interviews	37 days	Thu 8/9/18	Fri 9/28/18												
6	Kickoff SDEIS with FHWA/ODOT	0 days	Fri 11/9/18	Fri 11/9/18												
7	Public Involvement	519 days	Thu 11/8/18	Wed 11/4/20												
8	EIS Working Group Meetings	519 days	Thu 11/8/18	Wed 11/4/20												
18	Public Meeting #1	0 days	Mon 12/10/18	Mon 12/10/18												
19	Public Meeting #2/Public Hearing	0 days	Fri 2/14/20	Fri 2/14/20												
20	Environmental Studies	558 days	Tue 11/13/18	Thu 12/31/20												
21	Re-evaluation of the Draft EIS	60 days	Tue 11/13/18	Mon 2/4/19												
22	NEPA Strategy Meeting with FHWA/ODOT	0 days	Fri 1/18/19	Fri 1/18/19												
23	Environmental Study Plan	40 days	Fri 1/18/19	Thu 3/14/19												
24	Agency Coordination/Tribal Govt-to-Govt Consult Letters	40 days	Fri 1/18/19	Thu 3/14/19												
25	Update Technical Reports	65 days	Fri 2/15/19	Thu 5/16/19												
26	Supplemental Draft EIS	200 days	Fri 4/12/19	Thu 1/16/20												
27	Final EIS/ROD	200 days	Fri 3/27/20	Thu 12/31/20												
28	Engineering	453 days	Wed 1/30/19	Fri 10/23/20												
29	Set SDEIS Design Footprint	0 days	Wed 1/30/19	Wed 1/30/19												
30	Survey and Bathymetry	100 days	Fri 3/1/19	Thu 7/18/19												
31	Geotechnical Investigations	125 days	Mon 11/18/18	Fri 5/8/20												
32	Set FEIS Design Footprint	0 days	Mon 3/30/20	Mon 3/30/20												
33	Cost Estimate	40 days	Mon 8/31/20	Fri 10/23/20												
34	Transportation	265 days	Thu 8/9/18	Wed 8/14/19												
35	Update Traffic Analysis for SDEIS	215 days	Thu 8/9/18	Wed 6/5/19												
36	Longer-term Projections for Tolling/Revenue Study	50 days	Thu 6/6/19	Wed 8/14/19												
37	Permit Assistance	176 days	Tue 10/16/18	Tue 6/18/19												
38	US Coast Guard Project Initiation Request	36 days	Tue 10/16/18	Tue 12/4/18												
39	US Coast Guard Navigation Impact Report	80 days	Wed 12/5/18	Tue 3/26/19												
40	USCG Preliminary Determination on Navigation Clearance	0 days	Tue 4/23/19	Tue 4/23/19												
41	US Army Corps of Engineers Section 408 Coordination	120 days	Tue 10/16/18	Mon 4/1/19												
42	National Scenic Area Coordination	100 days	Wed 1/30/19	Tue 6/18/19												

Project: HRB_Schedule_Overview	Date: Thu 12/13/18	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
		Split	External Tasks	Inactive Summary	Manual Summary	Progress
		Milestone	External Milestone	Manual Task	Start-only	
		Summary	Inactive Task	Duration-only	Finish-only	

This schedule provides a conceptual sequencing of activities. Specific task and deliverable dates will be developed and updated throughout the project. Conceptual dates are not contract requirements for the Consultant.

· this page intentionally blank.

Executive Director's Report

December 18, 2018

Staff & Administrative

- We need to finalize the attendees at the SDAO annual conference in Sunriver February 7-10. Commissioner Meriwether is the only commissioner that can attend so far.
- Two Commission meetings are scheduled in January, the 8th and the 22nd. The delay is due to New Year's Day occurring on a Tuesday.
- County Records & Assessment Department has sent the Notice of Election for the May 2019 election. Terms for Commission Positions #4 (Commissioner Shortt) and #5 (Commissioner Streich) expire in 2019. Persons wanting to file for candidacy for board positions have from February 9 – March 21, 2019 to file. Please see the attached letter.
- C.F.O. Fred Kowell provide testimony at the Oregon Legislature's Joint Committee on Transportation hearing on December 13. Much of Fred's presentation focused on our current tolling operations, technological upgrades and regional coordination among tolling agencies. See attached agenda.
- Hood River County is in the process of setting up a Hood River County Energy Council. The Council would act as advisory body to the agencies that have approved by resolution the Hood River County Energy Plan early this year. Their primary role is to work with citizens and public and private partners to help Hood River County meet the goals of the Plan. See attached materials.
- Kevin is preparing a draft itinerary for travel to the PNWA Mission to Washington next spring and a possible trip later in the year to focus on Bridge replacement advocacy. This will be a topic for additional Commission discussion at a future meeting.
- Janet Lerner retired from the Port as of December 14, 2018. Staff held a gluten-free Mexican food pot luck in her honor on that day.
- HRVHS intern Jose Santillan continues to work on a feasibility analysis and concept plan for a solar array on the Port's Shop Building. He is currently working with Scott Sorenson, owner of Common Energy, a local contractor and solar installer. We look forward to a presentation by Jose at a January Commission meeting.

Recreation/Marina

- Skamania County carried out some sonar research in the marina in preparations for a training dive set for Sunday, March 24, 2019. In the process, they located a submerged trailer, which sits in approx. 12-13 ft of water on the north/west side of the launch ramp about 20 ft. out from the shore. During the training dive they will rig and remove the trailer. Once the trailer is removed, local police will need to check the registration

numbers to see if stolen or not, they will place in the parking lot for disposition. See photo to right.

- The City of Hood River has issued a Notice of Decision and Findings/Decision for Site Plan Review approval of the proposed boat storage building at the Nichols Basin. A summary of their decision is attached.



Development/Property

- Work continues regarding the existing storm line near the west end of Riverside Dr. Terra Surveying’s work to gather invert elevations, inlet locations and other information about the existing line is complete and being assessed by Brown & Caldwell.
- Work is well underway by Groat Brothers to move the stored soil/wood stockpile from the Lower Mill site to the Airport. Recent and future wet conditions have slowed and may postpone work over the winter months. See photo on page 3 of this report.
- The ADA upgrades to the entrance to the DMV Building are complete. See photo to right. The project cost about \$25,000. Port costs will be reimbursed by ODOT.
- An appeal to the Hood River Planning Commission of the decision to approve the request for Site Plan Amendment Approval of a Tenant Improvement for the Ferment Brewery, Tasting Room, and Commercial/Industrial Kitchen will occur on December 17 at 6:00 p.m.



Airport

- The Port’s main point of contact at the FAA has left their position and staff is currently updating the new staff member on all of the projects currently underway at the airport. As approval is needed from this person within the next month for a design project, staff and Century West have made this a priority.
- Staff and consultants have pitched a revised wetland scope to both USACE and DSL for the airport wetland permits. These permits are the final step to move forward with the COVI development in Spring of 2019. The response to the revised scope was positive. Staff is working to ensure that a third wetland permit application will be successful. The agencies are open to a continuing dialogue to assist with application preparation.
- Century West has completed a sewer report for capacity questions at the airport. The Windmaster Sewer District initial allowances were somewhat vague. This report clears up

those allowances and illustrates that full build out at the airport, even with more commercial uses, will be well under capacity for sewer. This report will be finalized and sent to the County and City and will be utilized for all building permit applications.

Bridge/Transportation

- Genevieve has sent emails to all Breeze-By customers promoting the Breeze-By mobile app for iOS and Android. All customers need to do is set up a username and password for convenient online access. Over time, this capability has the potential to reduce customer traffic in the front office.
- Welding of the bridge deck is about 80% complete. Work will continue as weather conditions allow.
- New limit switches for the lift span warning and barrier gates have been installed. A mid-height lift was carried out on December 7 at 4:00 a.m. and all systems operated successful. We have notified the Coast Guard that the lift span is fully operational with no limitations.



This page intentionally left blank.

BRIAN D. BEEBE
DIRECTOR

KIMBERLY KEAN
CHIEF DEPUTY DIRECTOR ASSESSMENT
CHIEF DEPUTY DIRECTOR ELECTION

DUANE ELY
CHIEF APPRAISER



DEPARTMENT OF RECORDS & ASSESSMENT

HOOD RIVER COUNTY COURTHOUSE
601 STATE STREET
HOOD RIVER, OREGON 97031-1871

(541) 386-1442 - RECORDS & ELECTIONS
(541) 386-4522 - ASSESSMENTS
(541) 387-6864 - FAX NUMBER

December 3, 2018

Port of Hood River
Attn: Michael McElwee, Director
1000 E. Port Marina Dr.
Hood River, OR 97031



*cc: Genevieve,
Michael*

Re: District Updates for May 2019 Election

Dear Mr. McElwee:

Enclosed you will find the Notice of Election of District Board Members. Please sign the Notice of Election form and return to me no later than **January 26, 2019**. I will publish the Notice of Election (with any corrections from the Director Information Form) in the Hood River News. The last day allowed to publish the Notice of Election is February 9, 2019 so timely return of the forms would be appreciated.

Persons wanting to file for candidacy for board positions may begin filing February 9, 2019 and the last day to file for candidacy is March 21, 2019 5:00 p.m. Postmarks are not accepted for filing for candidacy. If possible, please notify your current board members and district electorate of these dates, as the newspaper publication with this information is not always read. Packets to file for candidacy are available in this office.

If you have any questions please call me at 541 387-6856.

Sincerely

Kimberly Kean
Chief Deputy Director
Records and Assessment

Enclosure

**NOTICE OF ELECTION OF DISTRICT BOARD MEMBERS FOR
Port of Hood River**

Notice is hereby given that on Tuesday, May 21, 2019 an election will be held for the purpose of electing two Port Commissioners to fill the following positions and terms, including any vacancy which may exist on the board of the Port of Hood River: two Port Commissioners, positions #4 and #5, each for a four year term.

The election will conducted by mail.

Each candidate for an office listed above must file a declaration of candidacy or petition for nomination with the elections department of Hood River County, Oregon not later than the 61st day before the date of the regular district election. If the district election is held on the same day as a primary or general election, each candidate must file a declaration of candidacy or petition for nomination not later than the 70th day before the date of the election. The filing deadline is 5:00 PM on Thursday, March 21, 2019. This legal notice is to be published in the Hood River News.

Senate Members:

Sen. Lee Beyer, Co-Chair
 Sen. Brian Boquist, Co-Vice Chair
 Sen. Fred Girod
 Sen. Betsy Johnson
 Sen. Rod Monroe

Staff:

Patrick Brennan, LPRO Analyst
 Matthew DeRosa, Committee Assistant



House Members:

Rep. Caddy McKeown, Co-Chair
 Rep. Andy Olson, Vice-Chair
 Rep. John Lively
 Rep. Susan McLain
 Rep. A. Richard Vial

JOINT COMMITTEE ON TRANSPORTATION

Oregon State Capitol
 900 Court Street NE, Room 453, Salem, Oregon 97301
 Phone: 503-986-1674
 Email: jct.exhibits@oregonlegislature.gov

AGENDA

Posted: DEC 05 04:01 PM

THURSDAY

Date: December 13, 2018
Time: 2:00 P.M.
Room: HR F

Work Session

Introduction of Committee Legislative Concepts

When available, LC drafts will be posted on the committee's OLIS page

Informational Meeting

Briefing from Regional Airports Regarding Commercial Air Service

Theresa Cook, Executive Director, Southwest Regional Airport
 John Barsalou, Airport Director, Crater Lake-Klamath Regional Airport
 Steve Chrisman, Airport Director, Eastern Oregon Regional Airport
 Matthew Maass, State Airports Manager, Oregon Department of Aviation

Report from Department of Environmental Quality on EV Rebate Implementation (House Bill 2017, section 151)

Leah Feldon, Deputy Director, Oregon Department of Environmental Quality
 Ali Mirzakhali, Air Quality Division Manager, Oregon Department of Environmental Quality

Update on Major Transportation Projects

Kris Strickler, Highway Division Administrator, Oregon Department of Transportation
 Paul Mather, Assistant Highway Division Administrator (retired), Oregon Department of Transportation

Presentation on Port of Hood River Toll Collection Process

Fred Kowell, Chief Financial Officer, Port of Hood River

Send materials or presentations to the email at the top of the agenda 24 hours in advance of the meeting date. All submissions will be posted and made public on the Oregon Legislative Information System (OLIS).

For ADA accommodation requests, please email employee.services@oregonlegislature.gov or call 1-800-332-2313.

This page intentionally left blank.

Hood River County Energy Council

Organizational Guidelines

I. Mission

The mission of the Hood River County Energy Council (HRCEC) is to facilitate the implementation of projects that responsibly increase energy independence and economic benefits related to energy use and resiliency, and reduce fossil fuel consumption.

II. Purpose

The purpose of the Hood River County Energy Council is to serve as an advisory body to the agencies that have approved by resolution, the Hood River County Energy Plan as well as to the citizens and public and private partners who are committed to helping Hood River County meet the goals of the plan.¹

The council seeks to:

- A. Build expertise in the community — in the form of social capital, financial capital and human capital — to support clean energy projects in Hood River County.
- B. Maintain and build key relationships with partners.
- C. Work with regional public and private entities to collectively increase investment in clean energy and energy conservation projects around the Columbia River Gorge.
- D. Track progress toward Energy Plan goals.

The council openly invites partners and stakeholders to collaborate on energy projects and related opportunities. The council aims to assist with introductions, connect and inform opportunities, help with coordination, fundraising and potentially apply resources.

¹ *Utility-scale wind and solar generation are being built in our region. Recent executive orders and regulations include those to reduce haze and emissions and transition to a lower carbon economy. We have seen announced retirements of coal-fired generating units, as well as removal of hydroelectric-producing dams. Changes to the generation resource mix will present new reliability challenges and many opportunities as more non-synchronous generation is added to the system.*

III. Goals

The Council is working to achieve the long-range goals of the Hood River County Energy Plan, which are as follows:

- A. **Reduce fossil fuel use.** Specifically, replace power generated from fossil fuels with clean, renewable energy in buildings, water systems, and transportation by 30% in 2030, 50% in 2040 and 80% in 2050, as compared with 2016 levels.
- B. **Improve resilience and energy independence.** Specifically, generate 50% of the county's energy needs from local diversified energy sources and storage capacity by 2050. Increase overall capacity, price security, energy generation control and stability, and provide key services in the event of an emergency.
- C. **Increase investment in local renewable energy resources.** Specifically, strategically utilize \$25 million in revolving funds by 2025 to enable local projects and create a business environment that supports our Energy Plan goals. Benefit the local economy by increasing investment in clean energy technologies and decreasing out-of-region and out-of-pocket expenditures. Keep dollars spent and dollars saved on energy in the community.

IV. Background

Between 2016-2018 The Hood River Energy Plan Steering Committee – with input from key partners – completed The Hood River County Energy Plan (download <http://hrccd.co.hood-river.or.us/> => Departments => Planning and Zoning), which provides a blueprint to help our community work toward the three goals listed above.

The Hood River County Energy Plan was adopted by four government agencies in 2018 (Hood River County, City of Hood River, Port of Hood River, Port of Cascade Locks). The energy plan was developed with the help of a group of stakeholders operating as the Hood River County Energy Plan Steering Committee. Funding came from the four agencies listed above, along with the City of Cascade Locks, the Energy Trust of Oregon and the Ford Family Foundation.

The Hood River County Energy Council (HRCEC) was formed in Fall 2018, replacing the Hood River County Energy Plan Steering Committee. HREC operates under the Mid-Columbia Economic Development District (MCEDD), which provides economic development, coordination, business assistance, and industry development within a five-county district. (Three counties in Oregon: Hood River, Wasco and Sherman, and two counties in Washington: Skamania and Klickitat, all bordering the Columbia River.)

V. Guiding Principles

HRCEC uses the following principles to guide their decision making and efforts.

- A. Equity: Focus on addressing the problems of and reducing disparities for underserved communities of color, people with disabilities and people experiencing energy burden. In practice this means:
 - 1. Committing to creating and using an Equity Lens in council operations and project selection.

- B. Impact: Advance strategic initiatives that have multiple benefits, achieve one or more Energy Plan Goals, and deliver metrics of success. In practice this means:
 - 1. Setting and maintaining near-term measurable targets for 1) fossil fuel reduction, 2) resilience and energy independence, 3) local investment in clean energy.
 - 2. Determining metrics of success by which progress will be measured.
 - 3. Evaluating (to the extent possible) how a strategic initiative affects progress toward Energy Plan goals, and prioritizing projects that address multiple goals.
 - 4. Assess and mitigate unintended consequences of strategic initiatives.
 - 5. Bring the greatest value (economic benefits, emergency preparedness, resilience) to the largest number and diversity of residents, businesses and public entities within Hood River County.

- C. Collaboration: Be effective partners with public and private organizations (local and regional), academia, non-profit organizations and other communities working toward similar goals. Seek to listen and build relationships. In practice this means
 - 1. Identifying shared visions, overlapping values, and areas of interest with partners.
 - 2. Maintaining regular communication with partners at agreed upon level.
 - 3. Frequently seek out areas of priority alignment with partners and identify shared opportunities.

- D. Continuous Evaluation: Acknowledge the goals of the Hood River County Energy Plan are long-term and meeting those goals will require ongoing evaluation, refinement and collaboration. In practice this means:
 - 1. Regularly evaluating progress towards goals and communicate progress.
 - 2. Understand the push and pull between achieving numeric targets and tangible community benefit, updating goals and targets where appropriate.

3. Regularly evaluate the impact of communication efforts and adjust accordingly.
- E. **Transparency:** Make meetings and data accessible to the public so that the Hood River County community can understand and evaluate the Energy Council’s decisions, and design innovative solutions of their own. In practice this means:
1. Making organizational documents, work plans, decision-making criteria, and strategic initiatives public and accessible.
- F. **Innovation:** Pursue innovative technology solutions, communication methods and partnerships where there is opportunity to add value. In practice this means:
1. Continually educating ourselves and our community about technological advancements, communication methods, and strategic relationships.
 2. Commitment to investigating and pursuing, when they add value, innovative solutions to problems.

VI. Council Member Roles & Responsibilities

Roles: The HRCEC will be comprised of no fewer than 7 people and no more than 11 people. The HRCEC will be comprised of at least one representative from all public entities that have adopted the Energy Plan, are actively involved, and are actively funding its efforts.

The HRCEC will strive to include council members representing all Hood River County residents, and the following industries: agriculture, manufacturing, buildings, transportation, energy, water and land use and seek to include diverse perspectives, including those of underserved communities.

The HRCEC will elect a chair, co-chair and secretary who will serve two-year terms.

- A. **Time Commitment:** All members of HRCEC are expected to serve a one or two-year term (in year 1, positions will be staggered). Meetings will be held at least once a month for an average of 1.5 hours and are open to the public. Council members may be expected to spend an average of 2-4 hours per month on Council activities (including but not limited to serving on action committees, providing support to projects, connecting efforts, etc).
- B. **Responsibilities:**
HRCEC members are expected to:

1. Operate under our Guiding Principles (listed in Section IV) and understand the status of the Energy Council Work Plan.
2. Appreciate the significance of projects for some or all major stakeholders and represent their interests;
3. Be an advocate for broad support for the benefits pursued by the Energy Council;
4. Provide support for strategic initiatives where appropriate based on Energy Council member expertise and availability.

In practice, this means they:

1. The Chairs will work with the Energy Coordinator to convene and facilitate Energy Council meetings, writing and distributing minutes, and holding people accountable;
2. Attend meetings and review prep materials;
3. Ensure the projects being pursued by the Energy Council provide benefits to public entities and taxpayers;
4. Help balance conflicting priorities and resources;
5. Provide guidance to the Energy Coordinator and partners;
6. Foster positive communication outside of the Energy Council regarding the group's progress and outcomes;
7. Report on project progress to those responsible funding and implementing projects, such as government bodies and funders.

VII. Focus Areas

Buildings: Pursue strategic initiatives that improve the energy efficiency of new and existing residential, commercial, and industrial buildings and result in buildings that support human health, provide economic gains, and reduce fossil fuel carbon use. Establish strategies that make the HRC built environment technologically advanced and natural disaster resilient through energy design and emerging technology adoption.

Transportation / Mobility / Land Use: Pursues strategic initiatives that shift behavior to low or net-zero modes of transportation and reduces fossil fuel impacts of travel, including smart planning techniques, infrastructure design, alternative fuels, and mobility share. Ensure residents who spend a disproportionate share of their income on transportation costs receive the most benefit.

Agriculture and Water: Pursue water system improvement initiatives that will increase the overall efficiency of water delivered to water users and farms (and ultimately the amount of energy used) while maximizing the potential of energy available within the pressurized water systems.

Community Scale: Pursue project initiatives that identify renewable energy generating resources and/or storage facilities in a way that prioritizes energy independence and resilience across the community.

VIII. Framework & Decision Making

The HRCEC will maintain a one and three-year Work Plan to help guide its efforts, and to serve as a blueprint for reaching the goals of the Energy Plan. The Energy Council will work together with volunteers and Focus Area experts to identify and prioritize initiatives for the Council to partner on. These initiatives will be public and will be informed by projects brought to the Council.

- A. **Review Criteria:** Recognizing that solving complex problems requires collaboration and communication, HRCEC invites partners and stakeholders to notify the council of potential energy projects and opportunities for collaboration. The Energy Council is committed to decision making transparency and will use the process outlined below to engage the public, vet projects, and select projects to support.
1. To receive HRCEC support (i.e. staff time, funds, assets), a project must be designed to meaningfully accomplish one or more of the following outcomes:
 - a) Significantly impact Energy Plan goals (metrics required).
 - b) Reduce an inequity/disparity (supported by data and/or information identified by, serving or approved by underserved communities).
 - c) Benefit Energy Plan adopting governing bodies (example reduce the energy costs of government buildings, transportation fleets and other publicly owned projects, or generate income for local public entities).
 - d) Support a current, strategic Energy Council initiative .
 2. In addition, the project proposal must identify the following:
 - a) The extent which benefits (economic, physical, etc) from the project are shared by a variety of diverse in-county stakeholders (public entities, private entities, residents, underserved communities.)
 - b) Which Hood River County Energy Plan Focus Area(s) and which Energy Plan Goal(s) the project addresses.
 - c) Define who may be burdened and who will benefit (e.g. understand what unintended consequences may occur) and explain mitigation strategies.

- d) Demonstrate that a majority of stakeholders have provided input on the project or supply a plan to contact stakeholders (and list who those are).
 - e) Prepare a logical, realistic plan for implementation and demonstrate awareness of potential factors and problem areas where assistance may be needed. Identify available expertise, funding needs, community buy-in, amount of staff or volunteer time needed, etc.
3. Based on the scope and number of proposals submitted, HRCEC will prioritize its available resources and ability to support projects based on each projects' comparative level of achieving desired outcomes, and the strength the proposals and written assessments. Per (B), below.

B. Review Process:

1. Using a transparent, open process, the Energy Council will set and review its Work Plan once a year. HRCEC invites the public to offer suggestions and feedback to the Council on what initiatives should be pursued as part of the Work Plan. Work Plans will be made public.
2. Projects seeking Energy Council support can be submitted on an ongoing basis by submitting a project proposal. The Energy Council will strive to assess and respond to submissions within 30 days, and determine how it can support the project based on the process outlined herein.
3. To gain formal HRCEC approval of the Work Plan, MOUs, partnerships, or annual budget, there must be a quorum present.
4. Members will recuse themselves from a vote if their financial interest presents a conflict of interest.
5. Individuals within the Council may choose to provide support for a project on an individual basis but will not seek staff support.

C. Ongoing Duties: The Energy Council works on a continual basis to:

1. Develop and analyze energy use, maps, baselines and inventories. Maintain records of plan metrics and track progress to goals.

2. Evaluate and recommend improvements to laws, regulations, policies, and programs to encourage clean energy, climate change mitigation and adaptation, smart growth, equity, and regional collaboration.
3. Expand local connections to Energy Trust of Oregon and utility services and incentives.
4. Assist with capacity building by involving and educating community members in a community energy planning process and metrics of success.
5. Evaluate success of strategic initiatives and overall progress towards Energy Plan Goals.

Contact Info

Energy Coordinator

Marla Harvey

marla@mcedd.org

805-245-5125

Mid-Columbia Economic Development District

Hood River County Energy Council

515 East 2nd Street

The Dalles, OR 97058

MCEDD

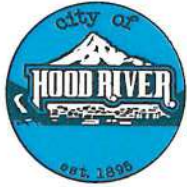
Mid-Columbia Economic Development District

515 East 2nd Street

The Dalles, OR 97058

541-296-2266

www.mcedd.org



CITY OF HOOD RIVER

PLANNING DEPARTMENT

211 2nd Street, Hood River, OR 97031 Phone: 541-387-5210

December 12, 2018

City of Hood River Planning Department Notice of Decision

Description of Proposal: Site Plan Review and Natural Resource Overlay review to construct a 500 square foot storage building for light watercraft (kayaks and SUPs) near the Nichols Boat Basin. No new paving is proposed. The site currently includes two small buildings for watercraft rentals. *(See attached site plan, Attachment "A.1" and building elevations, Attachment "A.3".)*

File No.: 2018-28

Applicant/Property Owner: Port of Hood River

Location: East side of N. 1st Street on the west side of Nichols Boat Basin. Legal description: portion of 3N10E25 Tax Lot 133. *(See attached location map, Attachment "B".)*

Zoning: Light Industrial (LI) with Waterfront Overlay Zone and Interchange Area Management Plan (IAMP) Overlay

Decision Summary: The application was reviewed as an Administrative Action pursuant to the following standards and criteria: Hood River Municipal Code (HRMC) Sections 17.03.060 Light Industrial (LI) Zone; 17.03.120 Interchange Area Management Plan (IAMP); 17.03.130 Waterfront Overlay Zone; 17.04 Supplementary Provisions; 17.09.030 Administrative Review Procedures; 17.16 Site Plan Review; 17.17 Landscaping and Development Standards; 17.20 Transportation Circulation and Access Management; and 17.22 Natural Resource Overlay.

The proposal is APPROVED subject to conditions of approval as detailed on pages 28-29 of the decision dated December 12, 2018. The decision will not become final until the appeal period specified below has expired.

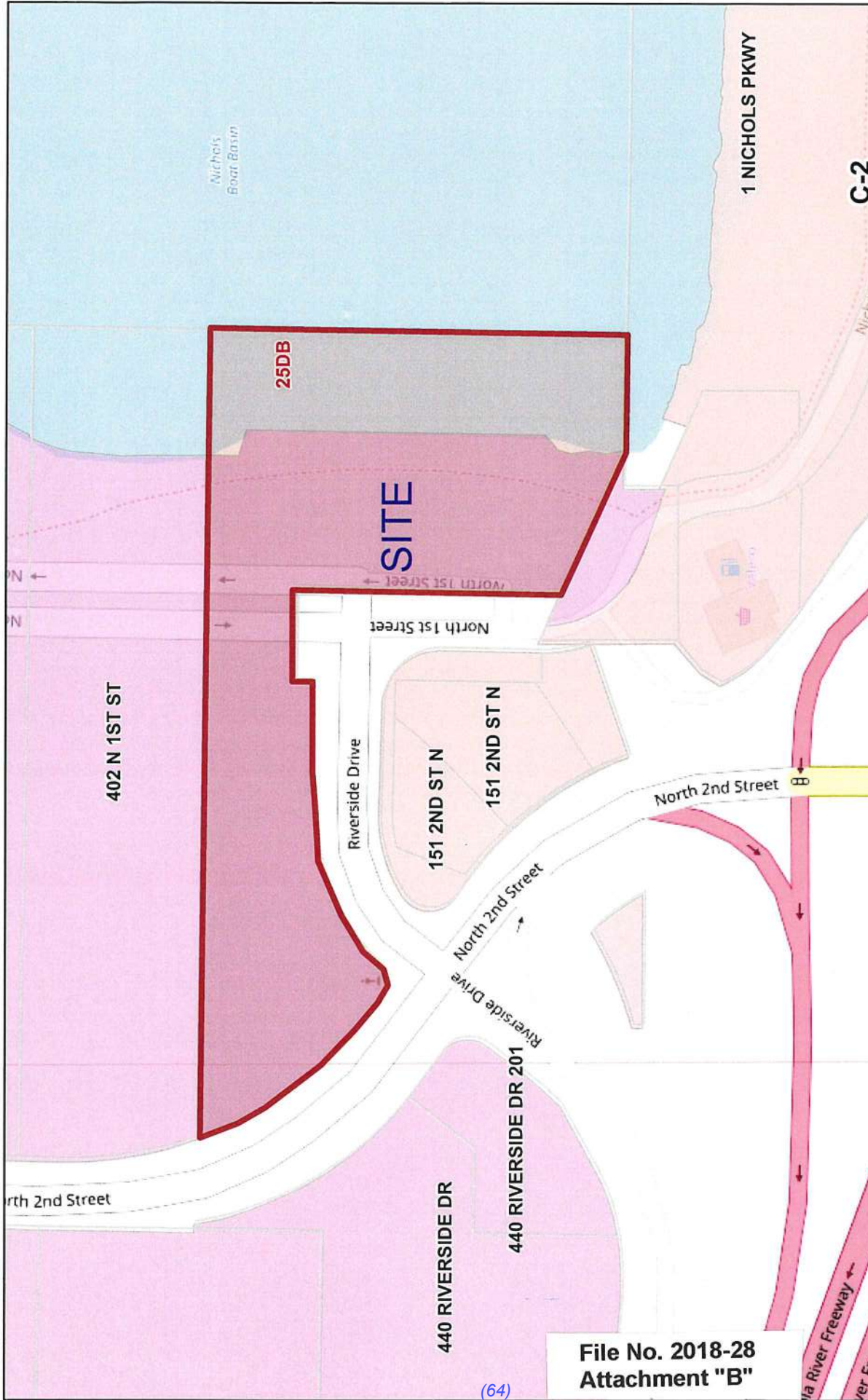
Appeal: Any party of record, person who is adversely affected or aggrieved, or a party who is entitled to written notice of this decision may appeal this decision by filing a Notice of Appeal application including the appeal fee with the City of Hood River, 211 2nd Street, Hood River, OR 97031, in accordance with the procedures set forth in HRMC 17.09.070. The appeal must be filed no later than 5 p.m. on Tuesday, December 24, 2018.

The application and all documents and evidence submitted by or on behalf of the applicant, the applicable criteria, and the decision which contains the findings of fact and the conclusions of law derived from those facts as well as any conditions upon which the decision is based, are available for inspection at no cost in the Planning Department. Copies of all materials are available at a cost of \$0.50 per page. City Hall hours are 8 a.m. to 5 p.m., Monday through Friday excluding holidays.

If you have any questions concerning this decision or the appeal procedures, please call me at (541) 387-5215.

Sincerely, Jennifer Kaden, Associate Planner

Location Map - File No. 2018-28



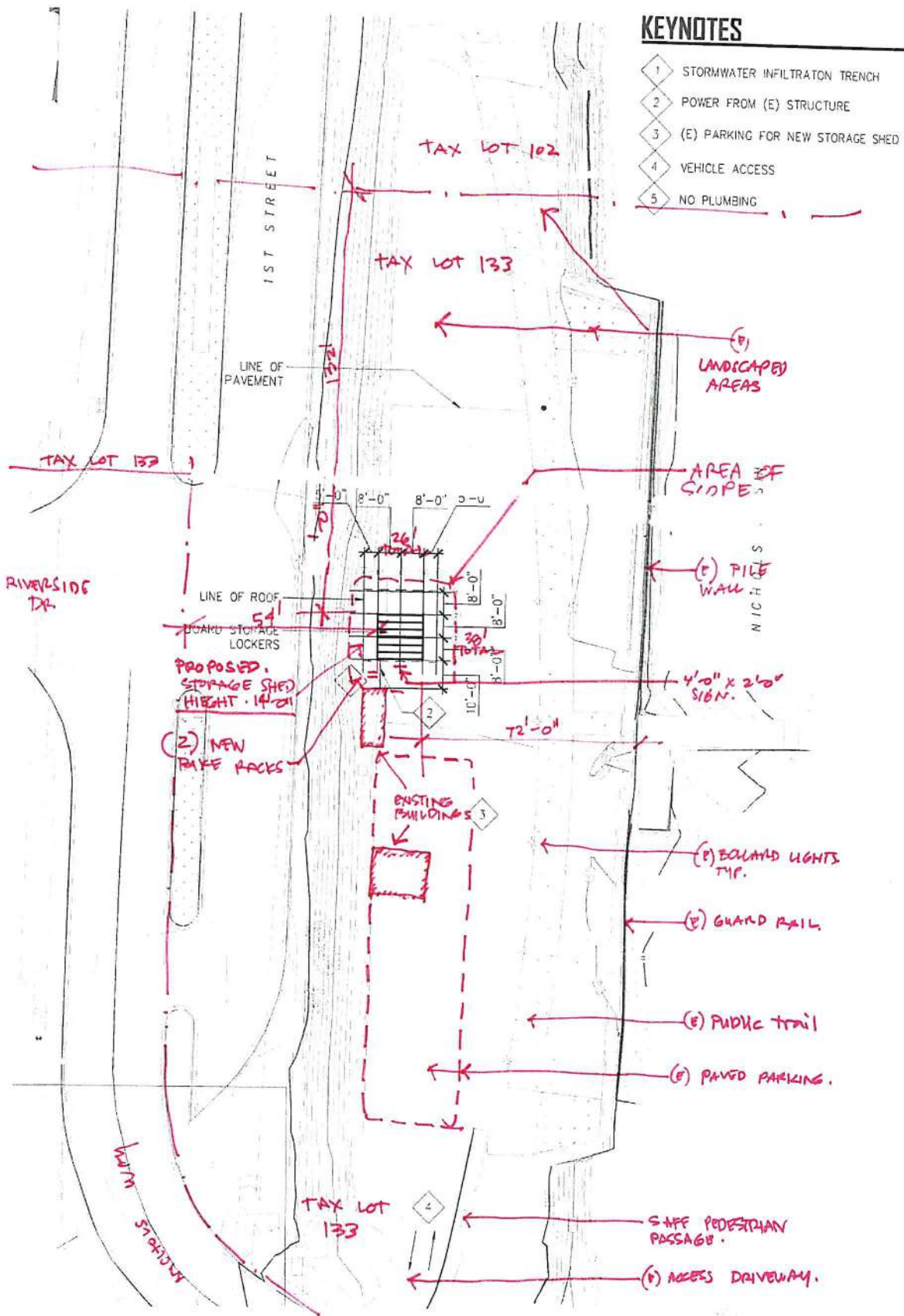
File No. 2018-28
Attachment "B"

10/9/2018, 3:24:46 PM

- City Limits (Hood River)
- Urban Growth Boundary
- Hood River SITAS Addresses
- City Zoning
- C-2
- LI
- Quarter/QuarterGRID
- Street Info

© OpenStreetMap (and) contributors, CC-BY-SA

Map data © OpenStreetMap contributors, CC-BY-



KEYNOTES

- 1 STORMWATER INFILTRATION TRENCH
- 2 POWER FROM (E) STRUCTURE
- 3 (E) PARKING FOR NEW STORAGE SHED
- 4 VEHICLE ACCESS
- 5 NO PLUMBING

SITE PLAN
1/32" = 1'-0"

PARTIAL LOT 133

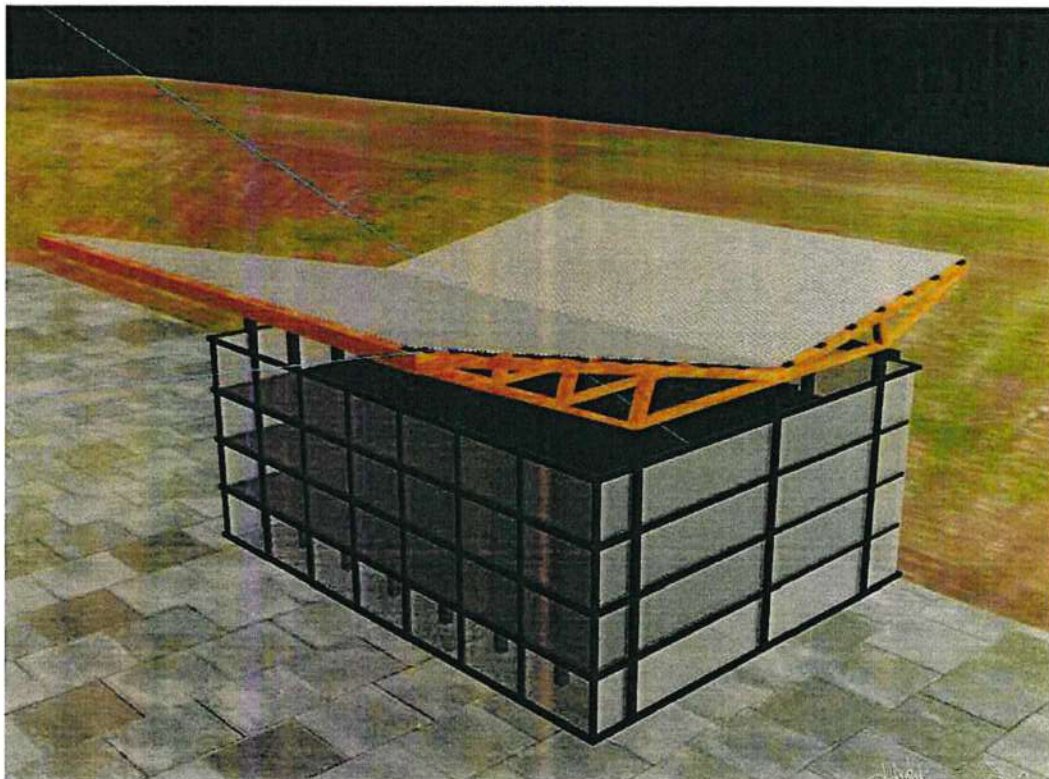


project	PADDLEBOARD SHED (LWSF)	SURROUND
issue date	06.25.2018	
ref. dwg.	SITE PLAN	A100
surround architecture, inc. - portland, or - 503.224.6484		

File No. 2018-28
Attachment "A.1"



1 NORTH ELEVATION



2 NORTH AND WEST ELEVATION

project	PADDLEBOARD SHED
issue date	06.25.2018
ref. dwg.	RENDERINGS
surround architecture, inc. - portland, or - 503.	

File No. 2018-28
Attachment "A.3"



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

Minutes

AIRPORT ADVISORY COMMITTEE

Thursday, December 6, 2018

At WAAAM – 4:00pm

1. Airport Project updates
 - a. Dirt move- The Port is moving about 20,000 CY of dirt to the airport at various locations. It's from the Lower mill and will potentially increase tie down area. Construction has started and is expected to continue through January. The AAC would like to keep the haul road after the construction is done if the Contractor can level it out a little.
 - b. Environmental Assessment- The EA is complete. Final approval is contingent on receiving wetland permits.
 - c. Wetland permitting- The port is submitting permits for the 3rd time in the first part of January. The scope has been reduced and a third-party review will be conducted before the final submission. Goal is to have permits in hand by March to keep the north side construction schedule on track.
 - d. Connect Oregon- The design of this project is 90% complete. It will bring infrastructure to the north end. The Port will be meeting with Jeanette Road neighbors to go over the plans.
 - e. South Development – is moving forward slowly. Tac Aero hopes to have building permits in Q3 of 2019.
2. FBO update
Slowing down due to winter. 1 new CFI was hired in HR. Winter hours are in effect. Hours are M-S 8-5 and self-serve on Sundays as FBO is closed.
3. WAAAM Update
WAAAM had a great year, very busy. They are moving forward on raising funds for an expansion which will include an event, meeting room with a 200-person capacity and a restaurant.
4. Glider Update- are put away for the year, Great year and lots of young people interested.
5. A. The Port a potty on the north side does not seem to be getting serviced. It also does not have a hand sanitizing station. People suggested either GPSI or Bishop instead of the current A-1. Staff will investigate it.

Port of Hood River

Providing for the region's economic future.

- B. The gate code needs to include UNICOM code not just 1911. If that is not possible it is the recommendation of the committee to get rid of 1911 and just use Unicom. Staff will relay this to the maintenance department.
- C. A light on the north side gate was going to be installed. When can that Happen? Staff will ask maintenance.
- D. The Port is working towards operational cost balance and trying to get to at least a neutral operating budget at the airport. The AAC doesn't feel that the 6% annual increase on T-Hangar rates is justifiable or sustainable and wants to relay to the board that if they were new hangars, increased rates may be reasonable, but due to the dilapidation of the existing hangars, they do not feel a price hike is fair.

The Port covers all maintenance and capital costs for the airport and is proposing to at least recoup maintenance and utility cost to the tune of about \$70,000 per year. An Airport District was discussed as a possible ownership option. The AAC understood that the Port can't continue to operate the airport at such a large annual loss when including capital budgets and grant matches.

Staff will relay this to the board.

Next meeting is Thursday February 21st at 4:00 at WAAAM.

Commission Memo



Prepared by: Anne Medenbach
Date: December 18, 2018
Re: Century West- Task Order 3, Amendment No. 2

Century West Engineering has been the Port's airport engineer for 5 years. The Port currently has six task orders with them under this master contract including:

1. Master plan
2. S. taxiway Rehab
3. Environmental Assessment
4. Open task
5. COVI Design
6. North Ramp Design (to be executed in January)

Task Order 3 is for the Environmental Assessment which initially included \$20,000 for scoping. Amendment No. 1 added the Environmental Assessment work and wetland permitting. Amendment No. 2 adds second and third permit application submissions which Amendment No. 2 did not anticipate.

This second amendment allows for consultants to do the work to submit the third application and memorializes the 2nd submission which was approved by the Board in August. It also provides for a third-party review and additional time and changes required by the agencies to get permits in hand.

These new expenses are FAA eligible for reimbursement. However, the initial approval we have from the FAA is for \$275,000. There is a chance that this additional \$40,557 application submission may not be approved by the FAA, but it is eligible for such reimbursement. This work brings the total contract amount to \$337,107.

The Port cannot move forward contracting with either the COVI project or the North Ramp design until we have permits in hand.

RECOMMENDATION. Approve Amendment No. 2 to Task Order 3 with Century West Engineering Corporation not to exceed \$40,557.

This page intentionally left blank.

TASK ORDER 3 AMENDMENT #2**SCOPE WORK
FOR
PORT OF HOOD RIVER - KEN JERNSTEDT AIRFIELD****NORTH LANDSIDE DEVELOPMENT - ENVIRONMENTAL ASSESSMENT**

Joint Permit Application and Compensatory Wetland Mitigation Plan Resubmittal

December 12, 2018

This amendment is intended to modify the scope and budget for Task Order #3 to include the additional work of resubmitting the Joint Permit Application (JPA) and the Compensatory Wetland Mitigation (CWM) plan associated with the North Apron Environmental Assessment (EA) project at Ken Jernstedt Airfield as Phase II, Task 2 of the task order.

PHASE I – PROJECT FORMULATION & SCOPE DEVELOPMENT**GENERAL**

The scope of this project is to perform project formulation tasks for the proposed North Apron Environmental Assessment (EA) at Ken Jernstedt Airfield. As part of this agreement, Century West Engineering is to provide a scope and fee for the EA which includes a project description and figure of work. Once the scope of work for the EA is approved, a separate agreement will be developed to provide a budget for the tasks in the accepted EA.

Task 1 Scope of Work

1. Develop a draft scope of work for FAA and Port review. It is assumed that up to (3) iterations of the scope will be performed.
2. Coordination with subconsultants to determine the resource categories to include in the EA document and identify previous work performed.
3. Attend conference calls and meetings as required by the Port and FAA.
4. It is assumed the Port will provide all relevant information obtained on previous work relating to the North Apron project.
5. It is assumed that any excess budget from the Project Formulation and Scope Development Phase will be applied to the EA scope of work.

Deliverables: FAA-Approved North Apron EA Scope of Work, Project Description, Figure(s) required to describe the scope for the EA and Project Description

Opinion of Probable Cost:

The total proposed not-to-exceed fee for this work is \$20,000.00. Fee will be on a time and materials basis for actual time spent and expenses incurred on the project. If additional funds are required to complete the services defined herein beyond this limit, Century West shall notify the Port of Hood River in writing prior to reaching the authorized limit and will not proceed with work in excess of the limit without the prior written approval.

Total Phase I: \$20,000.00

PHASE II – ENVIRONMENTAL ASSESSMENT

GENERAL

The scope of Phase II is to complete the North Landside Development Environmental Assessment per the FAA approved scope of work provided as an attachment to Task Order 3. Century West Engineering and Port staff have coordinated with the FAA to develop the scope to meet FAA and NEPA requirements for the study.

Task 1 Environmental Assessment

The scope of services and deliverables for the Environmental Assessment are detailed in the attached scope titled, "PORT OF HOOD RIVER, KEN JERNSTEDT AIRFIELD, North Landside Development Environmental Assessment, SCOPE OF WORK, May 1, 2017.

Deliverables: FAA-Approved North Landside Development EA as defined in the referenced scope of work.

Opinion of Probable Cost:

The total proposed not-to-exceed fee for this work is \$276,550 per the attached Fee Estimate spreadsheet. Fee will be on a time and materials basis for actual time spent and expenses incurred on the project. If additional funds are required to complete the services defined herein beyond this limit, Century West shall notify the Port of Hood River in writing prior to reaching the authorized limit and will not proceed with work in excess of the limit without the prior written approval.

Total Task 1: \$276,550

Task 2 Joint Permit Application and Conceptual Wetland Mitigation Plan Resubmittal

The scope of services and deliverables for Amendment #2 are detailed in the attached scope titled, "PORT OF HOOD RIVER, KEN JERNSTEDT AIRFIELD, North Landside Development Environmental Assessment, Task Order #3, Amendment #2, SCOPE OF WORK, December 12, 2018.

Deliverables: JPA and CWM plan which will satisfy the requirements for a 404 permit.

Opinion of Probable Cost:

The total proposed not-to-exceed fee for this work is \$ 40,557 per the attached Fee Estimate

spreadsheet. Fee will be on a time and materials basis for actual time spent and expenses incurred on the project. If additional funds are required to complete the services defined herein beyond this limit, Century West shall notify the Port of Hood River in writing prior to reaching the authorized limit and will not proceed with work in excess of the limit without the prior written approval.

Total Task 2: \$ 40,557

Total Phase II: \$317,107

Task Order 3 Total: \$337,107.

Schedule

CWEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Updated schedule is found in Amendment #2.

Compensation

The original Task Order #3 was approved for \$20,000. Approval of Amendment # 1 increased the Task Order #3 by \$276,550 for a Task Order #3 total of \$ 296,550. With the approval of this Amendment # 2, Task Order #3 will be increased by the amount \$40,557 and in return for the performance of the foregoing obligations, Owner shall pay to CWEC the not to exceed amount total of \$337,107.00 for Task Order #3.

IN WITNESS WHEREOF, Owner and CWEC have executed this Task Order.

PORT OF HOOD RIVER
(Owner)

Century West Engineering Corporation
(CWEC)

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____



Exhibit A
PORT OF HOOD RIVER
KEN JERNSTEDT AIRFIELD
North Landside Development Environmental Assessment
Task Order #3, Amendment #2

SCOPE OF WORK

December 12, 2018

This amendment is intended to modify the scope and budget for Phase II of Task Order #3. The original scope of the project was to provide preliminary engineering and environmental services to acquire an Environmental Assessment (EA) for the proposed North Landside Development for the Port of Hood River at the Ken Jernstedt Airfield. The EA included projects that were to be developed on the north side of the airport over the next 15-20 years.

During the development of the North Landside area, waters and wetlands would be impacted by the development. Included in the original Phase II of Task Order #3, was the development of a Compensatory Wetland Mitigation plan (CWM) and a Joint Permit Application (JPA) that were submitted to the Oregon Department of State Lands (DSL) and the US Army Corps of Engineers (USACE) to obtain a 404 permit which would allow the impacts to the waters and wetlands proposed in the EA.

After two submittals of the JPA and the CWM plan, DSL and USACE expressed to the Port that the applications were too broad and overreaching and that the JPA should be submitted for the most immediate projects, which is Phase 1 and 2 of the North Apron. This scope of work is necessary to modify the previous submissions of the CWM plan and the JPA to reflect Phase 1 and 2 of the North Apron Project.

TASK 1 – PROJECT MANAGEMENT & ADMINISTRATION

Task 1.1 – Scope and Schedule

Refine amendment scope of work, budget, and schedule.

Task 1.2 – Project Administration

Carry out project administration including, but not limited to, monitoring design and project schedules, coordination of project with the Port of Hood River and FAA, preparation of monthly consultant invoices for submittal to the Port.



Task 1.3 – Meetings

Attend meetings with the Port, subconsultants and agencies via telephone conference. These meetings will be to coordinate the internal progress of the JPA permit and the CWM plan among the project team. Additionally, these meetings will be used to verify that agency issue and clarifications requested are being addressed.

- BergerABAM revision No. 2. See Task 3.0 from Exhibit C from BergerABAM dated December 10, 2018.

Task 2 – PROPOSED ACTION, PURPOSE AND NEED, AND ALTERNATIVES

No additional services will be required.

Task 2.1 Purpose and Need

No additional services will be required.

Task 2.2 Survey

No additional services will be required.

Task 2.3 Conceptual Design (20-25%)

The updated preliminary design will include updated identification of cut/fill grading limits, impact on delineated wetlands, stormwater analysis, material quantities, and a detailed construction cost estimate. The task will also include the following:

- Update the drainage features and report to reflect the proposed phasing of the construction. Update the inlets, outlets, pond design, hydrology, cross sections, and drainage routing. Drainage features may include inlets, pipes, underdrains, ditches, swales, manholes, and other appurtenances to provide site drainage. Provide the design information to BergerABAM to facilitate the CWM plan.
- Update preliminary apron grading plan for the reconfigured apron based upon the new project phasing.

Products: Updated storm water management memo, updated preliminary apron grading plan.

Task 2.4 Proposed Action Summary

No additional services will be required.



Task 2.5 - Alternatives

Alternatives will need to be examined to ensure that they satisfy the alternatives criteria that will meet the guidance parameters of DSL and USACE. Previously, the submitted alternative analysis satisfied the FAA for the Environmental Assessment, but the USACE and the DSL have different criteria when evaluating the validity of the presented alternatives and the choosing of a preferred alternative.

The Consultant will use the guidelines set forth by the DSL and the USACE and update Section 7; Project Specific Criteria and Alternatives Analysis, of the JPA and provide any necessary exhibits.

The draft Alternatives summary will be submitted to the agencies for review and comment.

Products: Updated Alternatives summary with narrative description and supporting figures with in the JPA.

TASK 3 – ENVIRONMENTAL PERMITTING AND COORDINATION

Task 3.1 – Cultural Resources Survey

No additional services will be required.

Task 3.2 - Wetland Delineation

No additional services will be required.

Task 3.2.1 – Onsite Wetland Impact Determination

- BergerABAM revision No. 1. See Task 2.0 from Exhibit B from BergerABAM, dated July, 27, 2018. To prepare a waterway assessment in accordance with the DSL.

Task 3.2.2 - Off-site Wetland Mitigation Assessment

No additional services will be required.

Task 3.2.3 - Review of Potential Mitigation Sites

No additional services will be required.



Task 3.2.4 - Off-Site Wetland Delineation

No additional services will be required.

Task 3.2.5 - Compensatory Wetland Mitigation Plan

- BergerABAM revision No. 1. See Task 1.0 from Exhibit B from BergerABAM dated July 27, 2018.
- BergerABAM revision No. 2. See Task 1.0 from Exhibit C from BergerABAM dated December 10, 2018.

Products

Draft and Final revised CWMP, with graphics in PDF format, from BergerABAM

Task 3.3 - Environmental Inventory

No additional services will be required.

Task 3.4 – Preparation & Submittal of Required Permit/Consultation Submittals

- Update the JPA application to eliminate all portions of the future development that will not occur within the next 3-5 years.
 - Update the Project Description, which includes the overall project summary, description of work within waters and wetlands, the construction timeline and the phasing of the projects within the next 1 to 3 years, and fill and removal volumes and dimensions in waters and wetlands.
 - Update the Purpose and Need to reflect the new project area.
 - Update the Description of Resources to include only the waters and wetlands impacted with the new project area.
 - Update Alternative Analysis.
 - Update the Impacts, Restoration/Rehabilitation, and Compensatory Mitigation with assistance from BergerABAM.
 - Update adjacent property owners and provide mailing labels.
- Provide a draft JPA, including graphics, for Port of Hood River and BergerABAM review.
 - BergerABAM revision No. 1. See Task 3.0 from Exhibit B from BergerABAM dated July 27, 2018.
 - BergerABAM revision No. 2. See Task 2.0 from Exhibit C from BergerABAM dated December 10, 2018.
- Prepare final JPA which addresses Port of Hood River and BergerABAM internal comments for submittal to DSL and USACE.
- Coordinate agency coordination during review.
 - Answer questions that may arise during the review process.
 - Inquire about progress during the review process.



- BergerABAM revision No. 2. See Task 3.0 from Exhibit C from BergerABAM dated December 10, 2018.

Products

Draft and Final revised JPA, with graphics in PDF format.

Task 3.5 - Biological Assessment

No additional services will be required.

TASK 4 - ENVIRONMENTAL ASSESSMENT

No additional services will be required.

Schedule

- Draft CWM plan, internal submittal – December 18, 2018
- Draft JPA, internal submittal – December 19, 2018
- Internal comments on CWM plan and JPA - December 27, 2018
- Finalize CWM plan and JPA, submittal to DSL and USACE – January 2, 2019
 - USACE public notice issued within 15 days after complete application – Ends January 18, 2019
 - DSL completeness review – 30 days – ends February 4, 2019
 - USACE public comment period – 30 days – Ends February 18, 2019
 - DSL Public Review – 30 days – ends March 8, 2019
 - DSL Final Review - 60 days - ends May 10, 2019
 - USACE permit review – no specified time period.



EXHIBIT B

27 July 2018

Mr. Pete Murphy, Project Manager
Century West Engineering
5331 SW Macadam Avenue, Suite 287
Portland, OR 97239

Subject: Proposal to Provide Additional Professional Environmental Services

Dear Pete:

Thank you for the opportunity to submit the following proposal to provide additional professional environmental services relating to the North Landside Development project located at Ken Jernstedt Airfield in Hood River, Oregon. Services to be performed include revisions to the compensatory wetland mitigation (CWM) plan, preparation of a non-wetland waterway assessment, and assistance with revisions to the Joint Permit Application (JPA) in accordance with the Oregon Department of State Lands (DSL) review checklist associated with Application Number 61304-RF.

PROJECT UNDERSTANDING

BergerABAM understands that the CWM plan, prepared by BergerABAM, dated May 2018 was reviewed by DSL for completeness as part of the JPA prepared and submitted by Century West. On 16 July 2018, DSL provided comments on the JPA and CWM plan requiring resubmittal of an updated application. BergerABAM will assist Century West with revising the application materials in accordance with the DSL checklists.

SCOPE OF WORK

This scope of work is for BergerABAM to revise the CWM plan in accordance with the DSL checklist, prepare a non-wetland waterway assessment for inclusion with Century West's updated JPA, and provide assistance with updating other sections of the JPA as requested by Century West.

Task 1.0: CWM Plan Revisions

To complete the updated CWM plan, BergerABAM will conduct the following tasks.

- Review the comments provided by DSL.
- Update the CWM plan in accordance with the comments, including addressing non-wetland water mitigation, summary of net gains and losses of functions and values, etc.
- Revise the graphics associated with the CWM plan in accordance with DSL comments.
- Provide Century West a draft revised CWM plan including graphics and for Port of Hood River and Century West review.
- Prepare a final CWM plan addressing Port and Century West comments and provide a compiled PDF file to Century West for inclusion in the revised JPA.

Mr. Pete Murphy
27 July 2018
Page 2

Assumptions

- One joint review cycle of the updated CWM plan with Century West and the Port of Hood River is included.
- Comments on revised documents will be editorial in nature and minor in content.
- Construction-related grading plans for the wetland creation area are excluded.

Deliverables

- Draft and final revised CWM plan including graphics, in PDF format

Task 2.0: Non-wetland Waterway Assessment

BergerABAM will prepare a non-wetland waterway assessment in accordance with the DSL published document titled *Guidance for Assessing Stream Functions and Values under the Oregon Removal-Fill Program* dated 26 November 2012. For this effort, BergerABAM will conduct the following tasks.

- Assess the functions of the four non-wetland waterways located within the project site, document the functions provided, and determine if the value of the provided function is high, moderate, or low.
- Prepare a technical memorandum with a summary table of the assessment.

Assumptions

- DSL will not require use of the Draft Functions-Based Stream Assessment Method as this methodology has not been adopted through DSL rulemaking.
- A site visit is not required to complete the assessment.
- Determination of anticipated future conditions is not included in the assessment.
- One joint review cycle of the technical memorandum with Century West and the Port of Hood River is included.

Deliverable

- Draft and final non-wetland waterway assessment technical memorandum, submitted in PDF format

Task 3.0: Review and Assistance with JPA Update

BergerABAM will review the draft JPA and assist Century West in updating the JPA in accordance with the DSL JPA Completeness Checklist as requested.

Assumptions

- Century West will identify areas of the JPA where assistance is needed.
- One review cycle of the updated JPA is included.

Deliverables

- Not Applicable

Mr. Pete Murphy
27 July 2018
Page 3

FEE

The following professional fees will be billed as incurred and will not exceed **\$9,953.00** without written authorization:

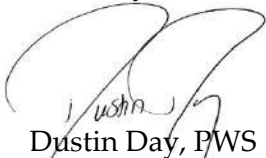
Task 1.0:	\$5,833.00
Task 2.0:	2,864.00
Task 3.0:	<u>1,256.00</u>
Total:	<u>\$9,953.00</u>

CLOSING

If you wish to accept this proposal, please show your acceptance by signing in the space provided below. Please return a fully executed copy of the entire proposal to me by fax (360/823-6101) or PDF and retain the original for your files. We will consider the signed date as our notice to proceed. This proposal is valid for 30 days.

We thank you for the opportunity to provide this proposal and we look forward to working with you. If you have questions, please call me at 360/823-6109.

Sincerely,



Dustin Day, PWS
Senior Project Manager

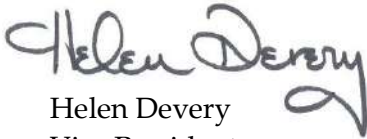
**ACCEPTED BY
CENTURY WEST**

Signature

Name (Printed)

Title

Date



Helen Devery
Vice President

DDD:llt
Attachments

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS

BILLINGS

Lump-sum jobs are billed according to agreed-upon milestones, on a percent-of-completion basis. Time and expense jobs are invoiced in accordance with the labor and other costs incurred in performing the work. Personnel are billed at a rate that includes labor overhead and an allowance for profit. Project-related expenses are billed at cost or use rate plus 10 percent (10%).

PAYMENT SCHEDULE

Invoices are submitted monthly for services performed during the prior month and are due upon receipt. If Client fails to make any payment due BergerABAM for services and expenses within thirty (30) days after receipt of BergerABAM's statement therefore, the amounts due shall bear interest, at the prevailing legal rate from said thirtieth day. In addition, BergerABAM may, after giving seven (7) days written notice to Client, suspend services under this Agreement until BergerABAM has been paid in full all amounts due for services, expenses, and charges. Attorneys' fees and other costs incurred in collecting a delinquent amount will also be charged. Late or nonpayment of fees is cause for immediate termination by BergerABAM.

CHANGED CONDITIONS

Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule shall be made. BergerABAM will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by BergerABAM.

In the event that government jurisdictions, at any level, legislate new taxes or administratively interpret existing regulations such that additional taxes apply to this work, this shall be cause for an equitable adjustment of the contract fee in recognition of the increased taxation.

TERMINATION

Either Client or BergerABAM may terminate this contract at any time, upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event of termination of this Agreement, BergerABAM shall be paid for all services rendered up to the date of termination, and shall be paid for all unpaid Additional Services and unpaid Reimbursable Expenses incurred up to the date of termination, and shall be paid for all termination expenses. Upon termination, BergerABAM will close the job in an orderly fashion and Client shall pay BergerABAM for its reasonable closing costs.

PROJECT RELATIONS

BergerABAM shall not direct or supervise Contractor or other third parties and will not act as Client's agent. Contractor and/or Client is solely responsible for the means and methods of

construction, including job-site safety. BergerABAM is responsible solely for the negligent acts and omissions of its own employees, agents, and subconsultants. BergerABAM is not responsible for the negligent acts or omissions of others, against which Client will defend and indemnify BergerABAM.

BERGERABAM PERSONNEL AT CONSTRUCTION SITE

The presence of BergerABAM personnel at a construction site, whether as on-site representatives or otherwise, shall not make BergerABAM in any way responsible for those duties that belong to the Client and/or the Construction Contractors or other entities, and does not relieve the Construction Contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents, and any health or safety precautions required by the work.

BergerABAM's site responsibilities are limited solely to the activities of BergerABAM and BergerABAM employees on site. These responsibilities shall not be inferred by any party to mean that BergerABAM has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, techniques, superintendence of the contractor's employees, sequencing of construction, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents are also the sole and exclusive responsibilities of the contractor alone.

Client warrants that: (1) the Construction Contractor's responsibilities will be made clear in Client's agreement with the Contractor; (2) Client's agreement with the Contractor shall require the Contractor to indemnify, defend, and hold Client and BergerABAM harmless from any claim or liability for injury or loss arising from Client's or BergerABAM's alleged failure to exercise site safety responsibility; and (3) Client's agreement with the Contractor shall require the Contractor to make Client and BergerABAM additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and BergerABAM.

Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against BergerABAM and indemnify, defend, and hold BergerABAM harmless from any claim or liability for injury or loss arising from BergerABAM's alleged failure to exercise site safety responsibility. Client also shall compensate BergerABAM for any time spent or expenses incurred by BergerABAM in defense of any such claim. Such compensation shall be based upon BergerABAM's prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

SUPPORTING SUBCONSULTANTS

BergerABAM works on a continuing basis with a group of selected specialized subconsultants as required to balance peak staffing requirements and provide specialized expertise for scheduled workload. BergerABAM reserves the right to make assignments to these firms, including, but not limited to, routine word processing, drafting, civil and structural engineering, and environmental work. Work by these firms is performed under the oversight of the BergerABAM project manager and is subject to BergerABAM quality review. Services performed by subconsultants will be billed to client by BergerABAM at actual costs plus 10 percent (10%). If requested, BergerABAM will make information on collaborating subconsultants available for client review.

LOANED EMPLOYEES FROM AFFILIATE COMPANIES

BergerABAM is a member of The Louis Berger Group, Inc., one of the largest consulting engineering organizations in the world. BergerABAM reserves the right to supplement in-house project staff with loaned employees from The Louis Berger Group, Inc. Unless otherwise specifically defined, any added costs associated with the use of these employees will be handled internal to BergerABAM and clients will be charged at BergerABAM standard rates for the grade and/or skill level of employees involved.

USE OF OWNER-SPECIFIED CONSULTANTS OR CONTRACTORS

BergerABAM will comply with Client's directives in utilizing services of owner-specified consultants on the project. The liability of BergerABAM arising from the work of such subconsultants will be limited to proceeds available from the subconsultants' insurance(s) to the extent permitted by law.

HAZARDOUS WASTE

Client warrants that, to their knowledge and belief, there are no hazardous materials or substances (as defined by applicable law and regulation) associated with the work. Discovery of such will constitute, at BergerABAM's option, either a changed condition or cause for termination by BergerABAM. Following discovery, Client shall take all measures needed to protect health and safety. Client shall comply with all applicable laws and regulations and will make all required notifications.

DATA DOCUMENTS AND RECORDS

BergerABAM shall be entitled to rely upon the accuracy and completeness of all data furnished by Client to BergerABAM that is used by BergerABAM in providing services under this Agreement.

REUSE OF DOCUMENTS

All documents prepared by or furnished by BergerABAM pursuant to this Agreement are instruments of service in respect of the Project. They are BergerABAM's property. Client may make and retain copies of information for reference in connection with the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by

Client or others upon modifications of the Project or on any other project. Any reuse without written verification or adaptation by BergerABAM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BergerABAM, and Client shall indemnify and hold harmless BergerABAM, its officers, directors, agents, and employees from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from. Any such verification or adaptation of drawings will entitle BergerABAM to further compensation at rates to be agreed upon by Client and BergerABAM.

USE OF ELECTRONIC DATA

The use of any electronic data associated with this project is restricted to the original site and project for which it was prepared. Unless otherwise specifically agreed, information contained in transmitted electronic files is proprietary and is to be used only as an aid toward the successful completion of this project.

Electronic copies of drawings shall not be interpreted to be true-scale documents of the proposed work. If these drawing files are being altered by another party as part of an effort to generate as-built drawings or for any other purpose, BergerABAM accepts no liability and/or responsibility for the accuracy of these as-built or other documents. In addition, all drawing information contained in transferred electronic files, including, but not limited to, symbol libraries, blocks, details, etc. may not be reproduced, sold, distributed, or utilized in any form on any other project or by anyone else.

BergerABAM has provided the data contained in any electronic files solely for the Client's convenience and/or benefit. Reuse or reproduction of transmitted electronic data for any other purpose or party for which the material was not strictly intended, is prohibited, as BergerABAM retains all copyright and other legal interest in the material. The recipient of transferred electronic data recognizes and acknowledges that the use of such data will be at their sole risk and without any liability or legal exposure to BergerABAM.

No warranties of any nature, whether express or implied, shall attach to the electronic media or information contained thereon. Furthermore, recipient of transferred electronic data hereby releases and shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless BergerABAM from any and all claims, damages, losses, and expenses (Claims), including attorney's fees arising out, or resulting from the use of such transferred electronic data, including, but not limited to, Claims involving the completeness or accuracy of any data or information contained on the transferred electronic files.

INSURANCE

BergerABAM shall procure and maintain the following insurance: worker's compensation and employer's liability insurance, comprehensive general liability insurance, and professional liability insurance.

Within the limits and coverage of this insurance, BergerABAM will indemnify Client against loss or liability arising solely from the negligent acts or omissions of BergerABAM's employees, agents, and subconsultants.

Client agrees to require BergerABAM to be named as an additional insured for all insurance policies carried by Contractors, Subcontractors, Client, and Suppliers on which Client has been or will be named as an insured or additional insured.

Notwithstanding any other provisions in this Agreement, nothing shall be construed or enforced so as to void, negate, or adversely affect any otherwise applicable insurance held by any party to this Agreement.

OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

In providing financial analyses or opinions of cost, economic feasibility, and scheduling for the Project, BergerABAM has no control over costs or prices of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures; market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; or other economic and operational factors that may materially affect the ultimate Project cost or schedule.

Therefore, BergerABAM makes no warranty that the Client's actual Project costs, financial conditions, economic feasibility, or schedules will not vary from BergerABAM's opinions, analyses, projections, or estimates.

PROFESSIONAL PRACTICES

BergerABAM intends to perform the work it has agreed to do with the thoroughness and competence usual to the engineering profession at the time and place of performance. No other representation, either expressed or implied, will be construed from BergerABAM's proposal, contract, or work. Should BergerABAM certify anything with respect to the work, the certification will be considered a professional opinion and not a warranty.

LIABILITY

Regardless of the presence or absence of insurance coverage, BergerABAM shall not be liable for loss or damage associated with delays beyond BergerABAM's control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused. BergerABAM's liability hereunder, whether in tort or in contract, for any cause of action shall be limited as follows: (1) for insured liabilities arising out of BergerABAM's negligence, to the amount of insurance then available to fund any settlement, award, or verdict; and (2) for uninsured liabilities, to 50 percent (50%) of the fee earned (not to exceed \$1 million) by BergerABAM under this Agreement. Client further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal, or employee of BergerABAM shall have personal liability under any provision of this Agreement, or for any matter in connection with the services provided. Client expressly agrees to this limitation of liability.

Client shall, at BergerABAM's option, defend BergerABAM against third-party claims arising from the work. Regardless of whether BergerABAM exercises this option, Client shall pay BergerABAM for damages, cost of defense, and expenses arising out of such claims (including reasonable charges at standard billing rates for time spent by BergerABAM personnel in connection with the claims) at the time they are incurred. At the conclusion of litigation, BergerABAM will reimburse Client for those payments, in proportion to BergerABAM's relative negligence as determined by law.

DISPUTES

Should a dispute arise, Client will continue to pay BergerABAM's regular invoices. No offset or deduction will be made. Every effort will be made to resolve the dispute as expeditiously as possible. First, the parties will attempt to resolve the matter directly. Failing this, the matter will be submitted for mediation, which will be conducted in a manner mutually acceptable. The cost of mediation will be borne equally by the parties. If mediation is not successful, the dispute will be resolved in a court of competent jurisdiction. The venue will be federal or state court, located in King County, Washington.

In the event a claim by Client is not proved (the judgment is less than BergerABAM's prior settlement offer), Client shall pay BergerABAM for legal fees and other costs of defense. Costs include reasonable charges at standard billing rates for time spent by BergerABAM personnel in connection with the dispute. In the event of a dispute between third parties or between Client and third parties, where BergerABAM is required to assist (as in giving depositions), Client will pay BergerABAM at standard billing rates for time and expenses.

FORCE MAJURE

Neither party shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

CONTROLLING LAW

Law for this Agreement will be the internal law for the State of Washington, USA.



116 Third Street, Suite 305, Hood River, Oregon 97031-2193
541/386-1047 • 541/386-1047 Fax • www.abam.com

EXHIBIT C

10 December 2018

Mr. Pete Murphy, Project Manager
Century West Engineering
5331 SW Macadam Avenue, Suite 287
Portland, OR 97239

Subject: Proposal to Provide Additional Professional Environmental Services

Dear Pete:

Thank you for the opportunity to submit the following proposal to provide additional professional environmental services relating to the North Landside Development project located at Ken Jernstedt Airfield in Hood River, Oregon. Services to be performed include revisions to the compensatory wetland mitigation (CWM) plan, assistance with revisions to the Joint Permit Application (JPA) in accordance with the Oregon Department of State Lands (DSL) and U.S. Army Corps of Engineers (USACE) review comments associated with application no. 61304-RF, and coordination time during agency permit review.

PROJECT UNDERSTANDING

BergerABAM understands that the CWM plan, prepared by BergerABAM and revised September 2018, was reviewed by the DSL and USACE for completeness as part of the application prepared and submitted by Century West. On 2 November 2018, representatives from the Port of Hood River, Century West, and BergerABAM met with the DSL and USACE to review comments on the CWM plan requiring resubmittal of an updated report. BergerABAM will revise the CWM plan in accordance with the comments received during the 2 November 2018 meeting and subsequent email comments.

SCOPE OF WORK

This scope of work is for BergerABAM to revise the CWM plan in accordance with the DSL and USACE comments, provide assistance with updating other sections of the JPA as requested by Century West, and agency coordination time.

Task 1.0: CWM Plan Revisions

To complete the updated CWM plan, BergerABAM will conduct the following tasks.

- Update the CWM plan to eliminate impacts to Wetland A, Wetland 1, Wetland 2, Drainage 2, and reduce impacts to Drainage 1.
- Address indirect effects to Wetland 4, including edge effects from the project.

Mr. Pete Murphy
10 December 2018
Page 2

- Revised the location of the CWM to be located directly adjacent to Wetland 4 and design the CWM to be naturally sustainable (i.e., long-term active maintenance not needed).
- Update the CWM plan in accordance with additional comments, including addressing non-wetland water mitigation, summary of net gains and losses of functions and values, stormwater pollutant pathway, and hydrologic inputs.
- Revise the CWM plan graphics to show the change in CWM location and address DSL/USACE comments.
- Provide a draft revised CWM plan, including graphics, for Port of Hood River and Century West review.
- Prepare a final CWM plan addressing Port of Hood River and Century West comments, and provide a compiled PDF file to Century West for inclusion in the revised JPA.
- Prepare a comment spreadsheet that documents how comments were addressed.

Assumptions

- One joint review cycle of the updated CWM plan with Century West and the Port of Hood River is included.
- Comments on revised documents will be editorial in nature and minor in extent.

Deliverables

- Draft and final revised CWM plan, including graphics, in PDF format
- Comment spreadsheet addressing comments, in Microsoft Excel format

Task 2.0: Third Party Review of Joint Permit Application Resubmittal

BergerABAM will provide third-party review of the Joint Permit Application (JPA) submittal package that is being revised by Century West, in accordance with the DSL JPA Completeness Checklist, DSL Removal/Fill Guide, and DSL/USACE meeting and email comments.

Assumptions

- Up to 22 hours of BergerABAM staff review time of the updated JPA resubmittal is included.
- One review cycle of the updated JPA submittal packet is included.
- Century West will provide the JPA in Microsoft Word format and the complete packet in PDF format for review.

Deliverables

- JPA in track changes and comments in sidebar in Microsoft Word document
- JPA packet comments in PDF using Adobe Acrobat comments tool

Mr. Pete Murphy
10 December 2018
Page 3

Task 3.0: Agency Coordination

This task includes coordination time with DSL and USACE during the permit review process to address questions that arise. This scope of work includes up to 24 hours for BergerABAM to coordinate with the regulatory agencies, to answer questions, determine the progress of the agency's reviews, and encourage completion of the agency review. As approvals are received, BergerABAM will evaluate the approvals for any environmental conditions that may affect completion of the project. We will notify the project team of conditions of approval that may be contrary to current project expectations.

Assumptions

- Up to 24 hours permit coordination time are included.
- All correspondence and coordination will be through telecommunications and no face-to-face meetings with the client, project team, or agencies are included.
- BergerABAM is not responsible for agency review timeline or conditions of approval.

Deliverables

- Not applicable

SCHEDULE

BergerABAM will strive to complete tasks 1 and 2 for resubmittal to the agencies on 2 January 2019. The proposed submittal date is based on the following.

- Notice to proceed on 10 December 2018
- Draft CWM Plan to Century West and Port of Hood River by 18 December 2018
- Draft JPA application received from Century West by 19 December 2018
- Comments from Century West and Port of Hood River received by 27 December 2018
- Comments provided to Century West on JPA application by 27 December 2018
- Finalize CWM Plan and JPA application 27 December 2018 to 2 January 2019
- JPA application packet submitted to agencies by close of business on 2 January 2019

FEE

The following professional fees will be billed as incurred and will not exceed **\$16,379.00** without written authorization:

Task 1.0:	\$9,464.00
Task 2.0:	3,061.00
Task 3.0:	<u>3,854.00</u>
Total:	<u>\$16,379.00</u>

Mr. Pete Murphy
10 December 2018
Page 4

CLOSING

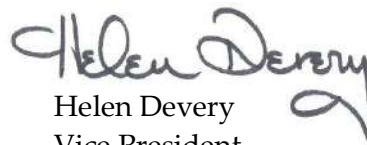
If you wish to accept this proposal, please show your acceptance by providing a contract for signature. This proposal is valid for 30 days.

We thank you for the opportunity to provide this proposal and we look forward to working with you. If you have questions, please call me at 360/823-6109.

Sincerely,



Dustin Day, PWS
Senior Project Manager



Helen Devery
Vice President

DDD:llt

This page intentionally left blank.

**EXHIBIT D - FEE ESTIMATE
PORT OF HOOD RIVER - KEN JERNSTEDT AIRFIELD
NORTH LANDSIDE DEVELOPMENT - ENVIRONMENTAL ASSESSMENT Amendment #2
December 12, 2018**

North Landside Development EA		Century West Engineering Corp.										Subconsultants																																																																									
		Principal In Charge	Sr. Proj. Manager	Senior Airport Planner	Sr. Airport Engineer	Airport Engineer	CADD Technician	Admin. Support	Hours	Total Labor	Expenses																																																																										
Charge Rates		\$220.00	\$205.00	\$165.00	\$160.00	\$120.00	\$95.00	\$65.00																																																																													
Task	Task Description																																																																																				
Task 1	PROJECT MANAGEMENT & ADMINISTRATION																																																																																				
1.1	Refine Scope of Work, Budget and Schedule	1	2	0	0	0	0	0	3	\$630.00																																																																											
1.2	Project Administration	0	8	0	0	0	0	2	10	\$1,770.00																																																																											
1.3	Project Meetings	0	12	0	0	0	0	0	12	\$2,460.00			\$3,854.00																																																																								
	Task Budget:	1	22	0	0	0	0	2	25	\$4,860.00	\$0.00		\$3,854.00																																																																								
Task 2	PROPOSED ACTION, PURPOSE, AND NEED																																																																																				
2.3	Conceptual Design (20-25%)	1	12	0	0	0	12	0	25	\$3,820.00																																																																											
2.5	Alternatives	1	8	0	0	0	8	0	17	\$2,620.00																																																																											
	Task Budget:	2	20	0	0	0	20	0	42	\$6,440.00	\$0.00		\$0.00																																																																								
Task 3	ENVIRONMENTAL PERMITTING AND COORDINATION																																																																																				
3.2.1	Onsite Wetland Impact Determination	0	0	0	0	0	0	0	0	\$0.00			\$2,864.00																																																																								
3.2.5	Compensatory Wetland Mitigation Plan	0	0	0	0	0	0	0	0	\$0.00			\$15,297.00																																																																								
3.4	Preparation & Submittal of Required Permit/Consultation Submittals	0	12	0	0	0	0	1	13	\$2,525.00			\$4,317.00																																																																								
	Task Budget:	0	12	0	0	0	0	1	13	\$2,525.00	\$0.00		\$22,478.00																																																																								
Task 4	ENVIRONMENTAL ASSESSMENT																																																																																				
4.1	Prepare Preliminary Draft EA	0	0	0	0	0	0	0	0																																																																												
	Task Budget:	0	0	0	0	0	0	0	0	\$0.00	\$0.00		\$0.00																																																																								
	Totals	3	54	0	0	0	20	3	80	\$ 13,825.00	\$ -		\$ 26,332.00																																																																								
<table border="1"> <tr> <td colspan="13">Century West - Additional Expenses (travel, communication, postage, etc.)</td> </tr> <tr> <td colspan="10">In-House Plots & Report Printing - Draft & Final Plan Sets & Reports</td> <td>\$</td> <td>300.00</td> </tr> <tr> <td colspan="10">Travel - 0 Trips (@ 132 RT Miles ea @ \$0.535)</td> <td>\$</td> <td>-</td> </tr> <tr> <td colspan="10">Per Diem - 0 Person Days @ \$175 per Day</td> <td>\$</td> <td>-</td> </tr> <tr> <td colspan="10">Other expenses (communication, postage, etc.)</td> <td>\$</td> <td>100.00</td> </tr> <tr> <td colspan="10">Total CWEC Reimbursable Expenses</td> <td>\$</td> <td>400.00</td> </tr> </table>													Century West - Additional Expenses (travel, communication, postage, etc.)													In-House Plots & Report Printing - Draft & Final Plan Sets & Reports										\$	300.00	Travel - 0 Trips (@ 132 RT Miles ea @ \$0.535)										\$	-	Per Diem - 0 Person Days @ \$175 per Day										\$	-	Other expenses (communication, postage, etc.)										\$	100.00	Total CWEC Reimbursable Expenses										\$	400.00
Century West - Additional Expenses (travel, communication, postage, etc.)																																																																																					
In-House Plots & Report Printing - Draft & Final Plan Sets & Reports										\$	300.00																																																																										
Travel - 0 Trips (@ 132 RT Miles ea @ \$0.535)										\$	-																																																																										
Per Diem - 0 Person Days @ \$175 per Day										\$	-																																																																										
Other expenses (communication, postage, etc.)										\$	100.00																																																																										
Total CWEC Reimbursable Expenses										\$	400.00																																																																										
Total Project Estimate \$ 40,557																																																																																					

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: December 18, 2018
Re: ConnectOregon VI Grant Contract - Amendment No. 1

The Port and ODOT executed a grant contract on January 30, 2017 for the completion of the infrastructure for an Aviation Technology and Emergency Response Center at the Ken Jernstedt Airfield. Since that time, key schedule milestones have changed, and the grant contract needs to be amended.

The initial completion date of the project was August 30, 2018. That was before the Port was required to complete an Environmental Assessment and apply for wetland permits. Those two tasks have pushed the estimated completion date to September 30, 2019. This adjustment is within the five-year requirement to complete the construction under the grant contract.

RECOMMENDATION. Approve Amendment No. 1 to grant contract with the State of Oregon, acting through its Oregon Department of Transportation, for construction of infrastructure for an Aviation Technology & Emergency Response Center.

This page intentionally left blank.

AMENDMENT NUMBER 01
CONNECTOREGON VI
OREGON DEPARTMENT OF TRANSPORTATION
CONNECTOREGON FUND PROGRAM 2016
Project Name: Aviation Technology & Emergency Response Center

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **Port of Hood River**, acting by and through its Board of Commissioners, hereinafter referred to as "Recipient," entered into on January 30, 2017.

It has now been determined by ODOT and Recipient that the Agreement referenced above shall be amended to extend Table 1 milestones, update ODOT contact, and update ADA requirements.

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

EXHIBIT A, Section B, PROJECT KEY MILESTONES AND SCHEDULE, Page 13, which reads:

B. PROJECT KEY MILESTONES AND SCHEDULE

Project has four (4) Key Milestone(s). Key Milestones are used for evaluating performance on Project as described in the Agreement. Key Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates Project Key Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to the ODOT Project Liaison as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Key Milestone completion date shown in this Exhibit.

The anticipated start date of Project is: 1/5/2017

The estimated completion date of Project is: 8/30/2018

Table 1: Key Milestones

Key Milestones	Description	Estimated Due Date
1	Scoping and planning	NA
2	Right of way and land acquisition	NA
3	Permits	3/31/2018
4	Final plans/bidding engineering documents	9/30/2017
5	Construction contract award	4/30/2018

ODOT/Port of Hood River
 Agreement No. 31641-01

6	Project completion	8/30/18
---	--------------------	---------

Shall be deleted in its entirety and replaced with the following:

B. PROJECT KEY MILESTONES AND SCHEDULE

Project has four (4) Key Milestone(s). Key Milestones are used for evaluating performance on Project as described in the Agreement. Key Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates Project Key Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to the ODOT Project Liaison as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Key Milestone completion date shown in this Exhibit.

The anticipated start date of Project is: 1/5/2017

The estimated completion date of Project is: 9/30/19

Table 1: Key Milestones

Key Milestones	Description	Estimated Due Date
1	Scoping and planning	NA
2	Right of way and land acquisition	NA
3	Permits	10/31/18
4	Final plans/bidding engineering documents	11/30/18
5	Construction contract award	3/31/19
6	Project completion	9/30/19

Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to “Exhibit A” shall hereinafter be referred to as “Revised Exhibit B.”

- 3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- 4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

ODOT/Port of Hood River
Agreement No. 31641-01

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

The Oregon Transportation Commission at its August 2016 meeting approved the *ConnectOregon* VI project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

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

By _____

Date _____

LEGAL REVIEW APPROVAL
(If required in Agency's process)

By _____
Agency Counsel

Date _____

Agency Contact:
Michael McElwee, Executive Director
1000 E Port Marina Drive
Hood River, OR 97301
(541)386-1645
mmcelwee@portofhoodriver.com

STATE OF OREGON, by and through its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Freight Planning Program Manager

Date _____

By _____
Active Transportation Section Manager
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General
Date: _____

State Contact:
Katie Thiel, Connect Oregon Program Manager
555 13th St NE, Suite 2
Salem, Oregon 97301-4178
503-986-3327
Katie.THIEL@odot.state.or.us

**Revised EXHIBIT B
Recipient Requirements**

- I. Recipient shall comply with all applicable requirements of ORS 367.080 to 367.086, OAR chapter 731, Division 35. Failure by Recipient to comply with these requirements will subject Recipient to the sanctions as described in OAR 731-035-0080.
- II. Recipient shall comply with ORS 280.518, which requires any economic development program financed with proceeds from the state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. ODOT will provide standard signage as appropriate. If Recipient chooses to make a custom sign, Recipient must obtain written approval from ODOT's ConnectOregon Program Manager to use its custom sign and Recipient shall be responsible for the cost of such custom signage. If Project site is remote and a sign would not be visible to the public, Recipient shall provide proof to ODOT's ConnectOregon Program Manager that Recipient has specified in its program information that Project is financed with proceeds from the state lottery.
- III. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
- IV. Recipient acknowledges and agrees that, whenever OAR 839-025-0230(4) requires ODOT as the public agency providing public funds for a project that is a public work under ORS 279C.800(6)(a)(B) to pay the fee required under ORS 279C.825, ODOT will calculate and pay the fee and deduct the amount of the fee from Recipient's Grant Funds under this Agreement.
- V. Recipient shall notify ODOT's Project Liaison and ODOT's ConnectOregon Program Manager in writing when any contact information changes during the term of this Agreement.
- VI. Recipient must provide matching funds in an amount equal to thirty (30) percent of the eligible Project Costs. Matching funds must be used for elements necessary for implementation of Project, including land, excavation, permits, engineering, payroll, special equipment purchase, rental or lease. Recipient is responsible for all costs in excess of the Grant Funds.
- VII. Recipient shall pay back all of the Grant Funds to ODOT if Project is not completed in accordance with, or consistent with Exhibit A and Exhibit E, as each may be amended. Recipient obligations for Recovery of Grant Funds are provided in Section 6.d of this Agreement.
- VIII. Recipient and ODOT's Project Liaison shall, upon completion of all on-site work for the Project, perform an on-site review. Once review is completed, the ODOT Project

ODOT/ Port of Hood River
Agreement No. 31641-01

Liaison may recommend acceptance of Project by signing the ConnectOregon "Recommendation of ODOT/ Port of Hood River Agreement No. 31641 Acceptance" (Form 734-2649), which also must be signed by Recipient. The form is available at: http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

- IX.** Recipient shall, at its own expense, maintain and operate Project upon completion and throughout the useful life of Project at a minimum level that is consistent with normal depreciation or service demand or both. ODOT and Recipient agree that the useful life of Project is defined as twenty (20) years. Recipient has, by submitting its application for this *ConnectOregon* VI grant, represented and certified to sufficient funds and to its ability to operate and maintain Project. Recipient may not transfer, convey, sell or lease the property and assets of the Project during the useful life of the Project without the prior written approval of ODOT. Such approval shall not be unreasonably withheld. Recipient agrees to require any successor owner of the Project property to comply with this requirement. Failure to comply with this requirement may be remedied by Recipient or its successor in interest by (a) restoring the property to the uses(s) required by this Agreement or (b) repayment of expended funds. In the event repayment of expended funds is required, the amount determined using the Straight Line Depreciation (SLD) method must be repaid to ODOT. The SLD is calculated by taking the grant amount divided by twenty years. ODOT may conduct site reviews of the Project as provided in Section 8.a of this Agreement throughout the useful life of the Project. This paragraph shall survive any expiration or termination of this Agreement.
- X.** Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed. These photographs must be provided to the ODOT Project Liaison and ODOT's *ConnectOregon* Program Manager.
- XI.** If sidewalk, curb ramp and traffic signal improvements are on or along a state highway, Recipient shall:
- a.** Work with the ODOT contact to obtain a miscellaneous permit to occupy state right of way through the ODOT District Office prior to the commencement of construction.
 - b.** Ensure Project meets current *ODOT Highway Design Manual* design standards for the work that is on or along the state highway.
 - c.** Work with ODOT's contact when on any traffic signal timing signal improvements are involved. ODOT maintains responsibility, unless an agreement exists with Recipient that specifically allows Recipient to perform that function. As part of those traffic signal responsibilities ODOT shall:
 - i.** Ensure its Region Electrical Crew, at Project expense, perform the signal equipment environmental testing and perform the signal field testing and turn on.

ODOT/ Port of Hood River
Agreement No. 31641-01

- ii. Retain the right of review of the traffic signal timing for signals on state highways, or those which State maintains, and shall reserve the right to request adjustments when needed.
- iii. Notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current *Manual on Uniform Traffic Control Devices*, and the current ODOT's *Traffic Signal Policy and Guidelines*.
- iv. Maintain the pavement surrounding the vehicle detector loops installed in the state highway in such a manner as to provide adequate protection for said detector loops at its own expense upon completion of the project.
- v. Maintain the pavement markings and signing installed on the state highway in accordance with current ODOT standards.

XII. Americans with Disabilities Act Compliance:

- a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Agency shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Agency shall follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, Agency shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/CONSTRUCTION/Pages/Forms.aspx>
 - iv. Agency shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

ODOT/ Port of Hood River
Agreement No. 31641-01

- v. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction, to the greatest extent possible.
- b. Local Roads:** For portions of the Project located on Agency roads or facilities that are not on or along a state highway:
- i. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at: <http://www.oregon.gov/ODOT/CONSTRUCTION/Pages/Forms.aspx>;
- Additional ODOT resources are available at:
<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
- ODOT has made its forms, processes, and resources available for Agency's use and convenience.
- iii. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction, to the greatest extent possible.
- c.** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

ODOT/ Port of Hood River
Agreement No. 31641-01

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this section shall survive termination of this Agreement.

XIII. Additional requirements

a. Prerequisites for Reimbursement of Costs – General

- i. **Prior approvals.** Recipient shall provide documentation of having met all preconstruction requirements, including, but not limited to, meeting all public agency conditions of Project approval and obtaining all Project-specific land entitlements and permits, including Environmental Impact Statement, prior to any construction costs (labor and material) being considered eligible for reimbursement or reimbursed. Project Costs will be reimbursed from Grant Funds only through the design phase of Project until all applicable documentation is received by ODOT. Recipient shall provide this documentation to ODOT's ConnectOregon Program Manager.
- ii. **Matching Funds.** Recipient shall provide documentation of having secured the matching funds prior to any construction costs (labor and material) being considered eligible for reimbursement or reimbursed from Grant Funds. The matching funds must be available and ODOT/ Port of Hood River Agreement No. 31641 committed for the duration of Project. Recipient shall provide this documentation to ODOT's ConnectOregon Program Manager. Required proof of match would be met with the following a) a bank statement or proof of a bank loan for the Project, b) an approved operational budget for the Project, c) minutes of a board meeting authorizing funding for the Project, d) or a resolution authorizing Project funds and the match funds.

ODOT/ Port of Hood River
Agreement No. 31641-01

- iii. Pre-construction estimate.** Recipient shall provide a pre-construction estimate based on the final design prior to any construction (labor and material) costs being considered eligible for reimbursement or reimbursed from Grant Funds. Project Costs will only be reimbursed through the design phase of Project until all applicable documentation is received. Recipient shall provide this documentation to ODOT's ConnectOregon Program Manager.
- iv. General Standards.** The Project shall be completed within industry standards and best practices to ensure the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: December 18, 2018
Re: Pfriem Family Brewers - MOU

Pfriem Family Brewing, LLC (“Pfriem”) is the sole tenant in the Halyard building and is beginning a series of improvement projects. These projects will allow increased brewing capacity.

These improvements include:

- A three phased, multi-year construction schedule including internal improvements, additional utilities and more external and internal equipment
- Transition of parking spaces into equipment area
- Hiring additional staff

These improvements trigger a need for 26 additional parking spaces on the waterfront, as required by the City. For Pfriem to move forward with this large investment and for the City of Hood River to approve the construction, an MOU has been drafted to express that the Port supports these improvements and will commit to providing parking.

This is a non-binding agreement that outlines a future lease for parking spaces and a general agreement to allow the improvements to move forward after all reviews and approvals have been received.

RECOMMENDATION. Approve MOU with Pfriem Family Brewing, LLC regarding improvements to the Halyard building.

This page intentionally left blank.

MEMORANDUM OF UNDERSTANDING PORT OF HOOD RIVER AND PFRIEM FAMILY BREWING

This **MEMORANDUM OF UNDERSTANDING**, dated the 18th day of December, 2018 is by and between the **PORT OF HOOD RIVER**, a municipal corporation, (hereinafter the “Port”) and **PFRIEM FAMILY BREWING, LLC**, an Oregon domestic corporation (hereinafter “Pfriem”).

1. Background

- 1.1. Purpose. This Memorandum of Understanding (“MOU”) confirms the mutual intent of the parties to engage in cooperative efforts to expand operations of Pfriem within the Halyard Building (“Project”). The parties wish to identify mutual commitments needed for Pfriem to make decisions related to Project design, permitting, financing and construction. Port and Pfriem seek to clarify and describe their respective intentions and expected actions to facilitate this expansion.
- 1.2. Background. Pfriem has been a tenant in the Halyard Building since 2012 and currently occupies the entire building under a lease executed February 2, 2015. Pfriem’s business is growing and additional brewing capacity, support facilities and staffing are needed to facilitate this desired growth.
- 1.3. Project Description. Developer proposes to carry out improvements to the Halyard Building and site in three phases spanning from 2019 through 2022. See attached Exhibit A.

2. Responsibilities of Pfriem

- 2.1. Pfriem will provide regular progress reports to Port during all phases of design, permitting, and construction of the Project.
- 2.2. Pfriem will provide plans and specifications describing the proposed tenant improvements within the Halyard Building and site and obtain written approval before submitting to the City for building permits per the process outlined in Section 7 of the Lease.

3. Responsibilities of Port

- 3.1. Port will negotiate a lease agreement that will allow Pfriem to utilize 26 parking spaces on Port property that meet the City of Hood River’s permit requirements. The agreement will include the following key terms:

- a. Duration to coincide with Pfriem's Halyard Bldg. lease term.
 - b. Payment for each space commensurate with a reasonable market rate.
 - c. Port may relocate parking spaces to equivalent location with three-month notice, including a Port owned parking structure.
- 3.2. Port will approve Pfriem's application for building permits needed for the Project subject to its review and approval of plans and specifications with sufficient detail to adequately describe the work to be carried out.
- 3.3. The Port will attempt to identify additional space for future Pfriem expansion within the next 5 years.

4. Responsibilities of Pfriem and Port

- 4.1. Pfriem and Port will, in good faith, negotiate an amendment to the existing Halyard Building lease necessary to reasonably accommodate Pfriem's Project.

5. Non-Binding Agreement

This Memorandum of Understanding is only a statement of the current intent of the parties and does not create a binding agreement between the parties.

6. Notices

- 6.1 Correspondence concerning the Project shall be addressed to:

6.1.1 For Port:

Port of Hood River
1000 E. Port Marina Drive
Hood River, Oregon 97031
Attn: Michael McElwee
email: mmcelwee@portofhoodriver.com

6.1.2 For Developer:

Pfriem Brewing Company LLC
707 Portway Ave Suite 101
Hood River, OR 97031
Attn: Ken Whiteman
Email: ken@pfriembeer.com

7. Authorization and Confidentiality

- 7.1.1 Except for published information or information ascertainable from public records, any confidential information furnished or disclosed by Port or Pfriem in connection with the Project, will be held in confidence by each party and will not be divulged to any third party, except as may be necessary to further the development of the Project.

7.1.2 Developer acknowledges that information provided to the Port is subject to the Oregon Public Records Law (ORS 192.410 to 192.505).

AGREED:

PORT OF HOOD RIVER

By: _____
Michael S. McElwee, Executive Director

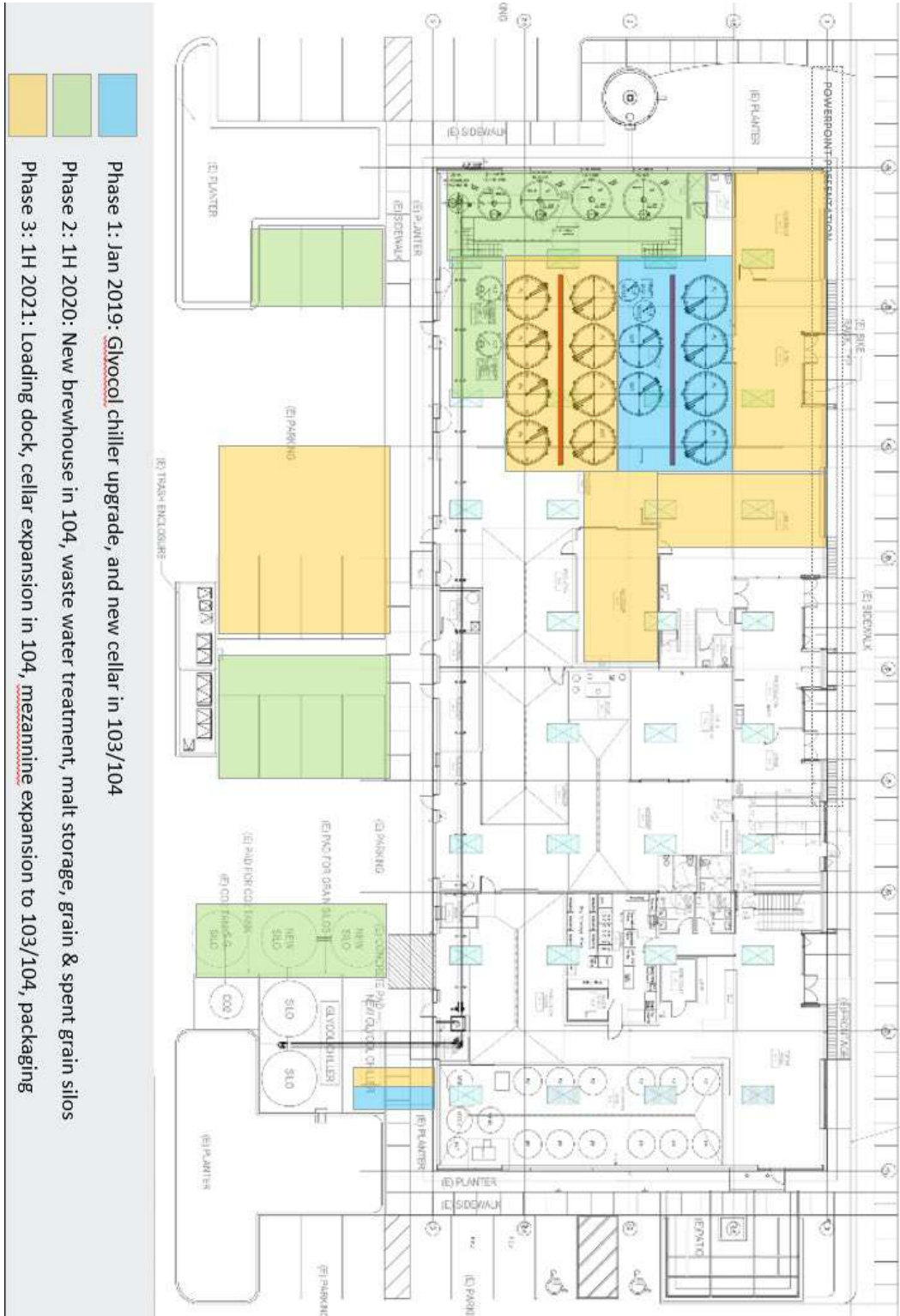
Date: _____

Pfriem Brewing Company, LLC

By: _____
Ken Whiteman, Manager

Date: _____

EXHIBIT A TO THE MEMORANDUM OF UNDERSTANDING BETWEEN PORT OF HOOD RIVER AND PFRIEM BREWING COMPANY LLC



SCHEMATIC OF PROJECT