



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, March 5, 2019
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of February 19, 2019 Regular Session and the February 27, 2019 Strategic Planning Retreat (*Maria Diaz – Page 3*)
 - b. Approve Lease with Hood River Yacht Club at South Basin Dock (*Daryl Stafford – Page 9*)
 - c. Approve Extension of Lease Term with Oregon Brineworks in the Timber Incubator Building (*Anne Medenbach – Page 19*)
 - d. Approve Addendum No. 1 to Lease with Real Carbon in the Big 7 Building (*Anne Medenbach – Page 23*)
 - e. Approve Contract with PSquare for Installation of Lane System Accessory Component Upgrades (*Fred Kowell – Page 27*)
 4. Reports, Presentations and Discussion Items
 - a. Hood River Valley Multi-Jurisdictional Parks Open Space & Recreational Master Plan Update – Mark Hickock (*Michael McElwee – Page 37*)
 - b. Event Site/Marina Restroom Improvement Presentation – Liz Olberding (*Daryl Stafford – Page 39*)
 - c. Financial Report for the Six Months Ending December 31, 2018 (*Fred Kowell – Page 55*)
 - d. Bridge Replacement Project Update (*Kevin Greenwood – Page 65*)
 5. Director’s Report (*Michael McElwee – Page 93*)
 6. Commissioner, Committee Reports
 - a. AAC Meeting, Thursday, February 19, 2019 (*Everitt, Streich – Page 97*)
 7. Action Items
 - a. Approve Lease Addendum No. 3 with Pfriem Brewing Co. in the Halyard Building (*Anne Medenbach – Page 99*)
 - b. Approve Intergovernmental Agreement with ODOT for Bridge Access (*Michael McElwee – Page 111*)
 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.*

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*Port of Hood River Commission
Meeting Minutes of February 19, 2019 Work Session and Regular Session
Marina Center Boardroom
4:00 p.m.*

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

**4:00 P.M.
Work Session**

- Present:** Commissioners Hoby Streich, John Everitt, Ben Sheppard, Brian Shortt, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Daryl Stafford, Maria Diaz.
- Absent:** None
- Media:** Emily Fitzgerald, Hood River News

Rick Gobeille, Senior Principal with Stantec, presented the sketch-level Traffic and Revenue (T&R) Analysis for the Hood River-White Salmon Interstate Bridge replacement project. Mr. Gobeille informed the Commissioners of the four various levels of T&R studies and why they are needed. He also explained Bond Financing, and Parties involved in Bond Sale. Mr. Gobeille discussed low-level assumptions the T&R Analysis forecasts for five scenarios that have been developed. These forecast scenarios would become more transparent in the Bridge Replacement timeline. Mr. Gobeille fielded questions from the Commission and staff. President Streich adjourned the work session at 5:15 p.m.

**5:25 P.M.
Regular Session**

- Present:** Commissioners Hoby Streich, John Everitt, Ben Sheppard, Brian Shortt, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Daryl Stafford, Maria Diaz.
- Absent:** None
- Media:** Emily Fitzgerald, Hood River News

1. **CALL TO ORDER:** President Hoby Streich called the regular session to order at 5:25 p.m.
 - a. **Modification, Addition to Agenda:**
 1. Add discussion regarding SDAO Conference attendee’s participation.
2. **PUBLIC COMMENT:**
 - a. **E-Bikes** - Kristi Chapman offered comment regarding her concerns about the types of E-bike users that would be allowed on the bridge during and after the proposed test program.
3. **CONSENT AGENDA:**
 - a. Approve Minutes of February 19, 2019 Regular Session.
 - b. Approve Accounts Payable to Jaques Sharp in the Amount of \$11,484.

Motion: Move to approve Consent Agenda.

Move: Everitt

Second: Shortt

Discussion: None

Vote: Unanimous

4. **REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:**
 - a. **Bridge Replacement Project Update** – Kevin Greenwood, Bridge Replacement Project Director, reminded Commissioners of the Working Group Meeting scheduled on February 21, 2019 from 4-6 pm the Pioneer Center in White Salmon, WA. Greenwood briefed Commissioners on important milestones dates on the Bridge Replacement baseline schedule. An important milestone is the coordination with tribes and federal, state, and local agencies to

formalize their participation in the project’s NEPA process. A .pdf detailed baseline schedule will be sent to Commissioners monthly. Any critical adjustments will be highlighted to inform Commissioners of changes. Greenwood suggested a schedule to be posted in the Conference Room. A budget report will be included in the next Commission meeting.

5. Director’s Report: Michael McElwee reported that due to inclement weather the Strategic Planning meeting was rescheduled with a tentative date of February 27, 2019 at the Columbia Gorge Hotel. McElwee informed the Commissioners and staff that during the SDAO conference a Best Practice Program was available that would allow a 10% reduction on insurance premiums. McElwee contacted SDAO representative for a Board Practices assessment to be programed possibly during the spring or summer for an additional 4% reduction on insurance premium. McElwee commended the staff, facility staff, and toll staff for their work during the snow storm. The Parks Master Plan Meeting will be held on February 28, 2019 and Commissioners are invited to attend, if interested. McElwee briefed Commissioners on the Emergency Response Mitigation Plan meeting with Barbara Ayers. McElwee reported the Urban Renewal Board is planning for an April meeting and is in process to produce an agenda. The Transportation Coordination Meeting minutes was included in the packet. Deadline for Bridge Truss and Steel Repair bids is set for March 19, 2019.

6. COMMISSIONER, COMMITTEE REPORTS:

Commissioners and staff that attended SDAO Annual Conference in Sunriver, Or. Each gave a short informative account of the sessions that were available during the conference.

7. ACTION ITEMS:

a. Approve Lease Amendment with Real Carbon in the Big 7 building. In preparation for a lease structure change to a more NNN template, staff has drafted a maintenance clause that would allow such a change. As the specifics of the program are not yet known, this is general clause covers more potential specific lease clauses.

- Motion:** Approve Lease Amendment with Real Carbon in the Bib 7 building.
- Move:** N/A
- Second:** N/A
- Discussion:** There was consensus that more discussion was needed regarding the proposed CAM charges additional language. Approval of lease to be postponed. A more detailed accounting of costs for utilities and maintenance per unit will be brought back to Commission at the next meeting and lease approval will be reviewed.
- Vote:** Unanimous

8. COMMISSION CALL: Commissioner Sheppard commended Port Maintenance staff for the great efforts in the removal of snow during the storm. Commissioner Shortt recommended security cameras on Port’s Waterfront properties. He suggested to bring forth the discussion during next budget session. Commissioner Streich recommended to have a plan of action in the event Fred Kowell is unavailable for toll functions. Commissioner Streich’s second recommendation is to perform an operation audit to ensure efficiency.

9. EXECUTIVE SESSION: President Streich recessed Regular Session at 5:55 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

11. POSSIBLE ACTION: None.

12. ADJOURN:

- Motion:** Motion to adjourn the meeting.
 - Move:** Everitt
 - Second:** Shortt
 - Discussion:** None
 - Vote:** Unanimous
- MOTION CARRIED**

The meeting was adjourned at 8:00 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

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*Port of Hood River Commission
Meeting Minutes of February 27, 2019 Strategic Planning Retreat
Columbia Gorge Hotel, 4000 Westcliff Dr, Hood River, OR
9:00 a.m.*

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

9:00 a.m.

Strategic Planning Retreat Work Session

Present: Commissioners Hoby Streich, John Everitt, Ben Sheppard, Brian Shortt, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach, Daryl Stafford. Guest Dallas Fridley. Facilitator Heidi Venture.

Absent: None

Media: None

1. CALL TO ORDER: President Hoby Streich called the work session to order at 9:05 a.m. and made general comments about the purpose of the retreat and schedule for the day.

2. FACILITATOR HEIDI VENTURE OPENING REMARKS: Heidi Venture welcomed the group, described the objectives for the day, and provided some general rules of conduct and housekeeping announcements. She then led an exercise in which participants wrote a short paragraph describing their vision of the Port in the year 2040.

3. BACKGROUND WARM UP: Executive Director Michael McElwee provided a staff report for background information on the Port’s roles and responsibilities, providing a brief review of ORS 777 and its implications for Port governance and activities. He reviewed explicit and implied authorities granted to Ports via ORS 777 and discussed the practical application of the statute. McElwee then described the four fundamental asset categories of the Port of Hood River: Aviation, Transportation, Recreation, and Industrial Development. He provided a brief overview of the ways that the Recreation and Industrial Development components have interacted and affected development of the Hood River Waterfront. McElwee also provided a brief review of the 2014-2018 Port of Hood River Strategic Business Plan document, noting that this planning retreat represents the first step toward the development of a new plan covering 2019 – 2024 and beyond. McElwee provided some statistics from the EcoNorthwest study conducted in 2015 as part of the Strategic Plan development process, noting that in that year, the firm found that 16% of total non-farm revenue derived from the activities of the Port both directly and indirectly. 11% of aggregate non-farm income was also attributable to Port activities, and 6% of total non-farm jobs were related to Port activities. McElwee then led a review and discussion of the Port’s Mission Statement, “The Port of Hood River works to promote and maintain a healthy economy and strong quality of life in the Port District and throughout the Columbia River Gorge.” He also noted the Values highlighted in the plan and reflected on their meaning for Port decision-making, daily operations, and customer and tenant communications. The Values are Integrity, Responsiveness, Transparency, Collaboration, Stewardship, Innovation, and Quality. McElwee then reviewed the Key Projects List that called out major capital improvement projects for the 2014-2018 plan and reported on the overall progress made on the projects. Finally, he remarked on the 2017 Futurist planning retreat that was facilitated by Glenn Heimstra, noting that overall the retreat was fascinating, but difficult to derive practical application in the near term.

4. CURRENT ECONOMIC CONDITIONS – PRESENTATION BY DALLAS FRIDLEY, OREGON STATE ECONOMIST: Mr. Fridley provided a slide presentation with statistical economic and demographic data for Hood River and Klickitat Counties. Mr. Fridley reported that Hood River County had a 16 % growth in non-farm employment over the past three years, adding 930 jobs in 2016-2018. He reported that the average wage in the county in 2017 was \$38,000, ranking the County at 5th in the state for Personal Income. Mr. Fridley then described the data provided by the IRS and US Census that illustrates the worker inflow/outflow for the County, showing an approximate 60/40 split in both categories. Mr. Fridley fielded questions from the Commission and staff.

5. DOMAIN DISCUSSIONS/CONSIDERATIONS: Heidi Venture led a brainstorming exercise to gather input and thoughts on the following “domains” of consideration: Academic environment and workforce development, political climate, demographic influences and population changes, industrial/commercial sector conditions and trends, technology and innovation, and agriculture.

6. LUNCH: Commissioners and staff had a 30-minute lunch break beginning at 12:10 p.m.

7. ALTERNATIVE FUTURES DISCUSSION: McElwee and Venture led an afternoon discussion focused on strategies and potential needed policies to prepare the Port for a future with or without the bridge. There was general consensus that, regardless of the the future ownership and operational role the Port might play in a future bridge, each of the Port’s fundamental asset areas must be self-sustaining, and the Commission and staff should develop strategies and schedules for any needed user fee or lease rate increases that will be needed to achieve in-the-black operations for each area. The challenge of filling the revenue hole for parks and open spaces was widely discussed, with increased user fees, event fees, paid parking, and potential local levy referral were examined as options to consider. There was consensus that the Marina and the Airport can be self-sustaining with rate increases. There was consensus that land lease or creative partnerships were generally preferable to land sales. There was discussion whether the Port could develop residential properties to address the challenge of workforce housing and legal counsel advised that it could be allowed under ORS 777 as long as the Port were not the eventual landlord of resident units. Common Area Maintenance charges and fees were discussed as a way to address revenue shortfalls. McElwee noted that consultant Steve Siegel is working on financial modeling for the Port based on various possible future scenarios that will be ready for Commission review likely in March. There was further discussion about the Port’s industrial land holdings including discussion of potential development of the Barman property, focused on President Streich’s proposed concept of pre-selling condos to fund construction of facility to house commercial businesses, a parking garage, and a transit hub.

8. NEXT STEPS AND STAFF TASKS: Venture led the wrap up discussion asking for specific follow up tasks the Commission might request of staff. Suggestions included updating the Strategic Plan, development of a financial plan for each of the Port’s operating areas to achieve in-the-black operations as soon as reasonable, incorporating the development of a public relations/communications plan for each new strategy, assurance that policies and decisions made by this Commission will be transferrable to future Commissions, development of a plan to ensure Port participation in the tolling operation of the future bridge and expanded sales and licensing of BreezeBy system to other tolling entities for new revenue generation.

9. ADJOURN: President Streich adjourned the meeting at 3:32 p.m.

Respectfully submitted,

Genevieve Scholl

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

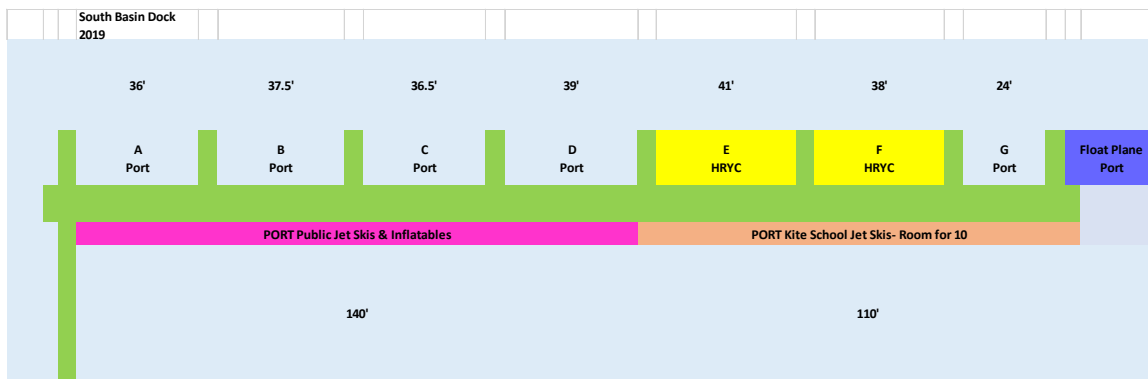
Commission Memo



Prepared by: Daryl Stafford
 Date: March 5, 2019
 Re: Hood River Yacht Club South Basin Dock Lease

The Hood River Yacht Club (“HRYC”) has been a tenant of the Port since 2012 and has rented space at the Hood River Marina South Basin Dock since 2016. The Commission approved a 2-year lease in May of 2019 that continues through April 30, 2019.

HRYC’s current lease is for two spaces at the South Basin Dock (E and F) that are used for non-motorized small sailboat storage by HRYC members. The dock space is made available to the High School Sailing Team from March 1 through June 1 at no charge.



The majority of use for this space takes place during the summer months, but a few boats are stored over the winter. HRYC has paid their accounts in full and are in good standing with the Port. The annual cost to rent the two spaces is \$3,000, (\$1500 for each space).

Upon mutual agreement and receipt of written notice from the HRYC, they would like to renew their lease for another two (2) years.

RECOMMENDATION. Approve Lease with Hood River Yacht Club for the South Basin Dock in the Hood River Marina.

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SOUTH BASIN DOCK LEASE

THIS SOUTH BASIN DOCK LEASE (“Lease”) is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor” or “Port”, and **HOOD RIVER YACHT CLUB, INC.**, an Oregon domestic nonprofit corporation, hereinafter referred to as “Lessee”.

The parties agree as follows:

1. Definitions.

- (a) **“South Basin Dock”** means the dock located on the south shore of the Hood River Marina in Hood River, Oregon, accessible from the south shore of the Hood River Marina and more fully described in Exhibit A, which is attached hereto and incorporated herein by reference.
- (b) **“Infrastructure and Common Areas”** mean portions of the South Basin Dock including ramp, main walkway, pilings and finger floats that are used by other South Basin Dock lessees and are maintained by the Port.
- (c) **“Leased Premises”** means the following spaces at the South Basin Dock, shown in Exhibit A: **Spaces E and F**.

2. Description. In consideration of the covenants of the parties herein contained, Lessor leases to Lessee the Leased Premises. Exhibit “A”.

3. Term. This lease shall be for the period commencing on May 1, 2019 and continuing through April 30, 2021 (“Lease Term”).

4. Renewal. Provided Lessee is not in default and upon mutual agreement of the parties, this South Basin Dock Lease may be renewed upon terms mutually agreed at the time of renewal (“Renewal Term”). Said renewal shall be in writing. Lessee must notify Lessor of its intent to renew this Lease by February 15, 2021.

5. Payment.

Lessee shall pay Lessor \$6,000 (\$3,000 per year for 2 spaces, \$1,500 per space) for use of the leased dock space during the lease term. The annual payment is due by September 15 each year of the Lease Term.

6. Keys/Fees. Lessor has sole responsibility for issuing keys to access the leased premises. To obtain a key to access the leased premises, Lessee must pay a \$50 deposit to Lessor. A total of 5 keys may be issued, each at the expense of the Lessee. Lessee agrees that duplicate copies of the key will not be made. This deposit is refundable upon return of the key to Lessor when the Lease Term ends or is terminated. Additional keys may be issued upon mutual agreement and payment of the \$50 deposit per key.

7. Use. Lessee shall use the Leased Premises for non-motorized vessel storage and launching in accordance with the terms of this lease. The leased premises shall not be used for any other purposes without the written consent of the Lessor. No racks or other storage devices

may be installed unless first approved by Lessor. Lessee may install movable floating docks in these spaces with Lessor's prior written permission.

8. Seasonal Tenants/Subleases. If Lessee subleases the slips in Spaces E & F for boat slips or dinghy storage as provided in this agreement to sub-lessees as Seasonal Tenants ("**Seasonal Tenants**"), sublease opportunities must be advertised and made available to the public. Lessee cannot discriminate against non-Lessee members in subleasing to Seasonal Tenants including rates being charged. Lessee is responsible for the administration and management of all subleases.

Lessee shall deliver copies of all leased premises subleases to Lessor prior to execution for Lessor's approval, and after approval by Lessor when executed. All subleases shall require the sub-lessee to comply with all terms and conditions of this lease and shall be subject to the terms of this lease.

9. Taxes. Lessee shall pay all taxes on its personal property located on the leased premises. Lessee shall pay all real property taxes of governmental units assessed against the leased premises. Lessee shall pay all such real property taxes which have been assessed and are payable during Lessee's occupancy. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee's occupancy, even if the lease term has ended, or if Lessee has vacated the leased premises.

10. Utilities. Lessor shall not provide owner utilities for the leased premises. If Lessee requires utilities, Lessee must receive Lessor's written permission prior to installation and is responsible for all utility charges.

11. Maintenance. Lessor will maintain all South Basin Dock Infrastructure and Common Areas in a safe and operable condition consistent with typical public marina standards to allow the use of the Leased Dock Space by Lessee.

12. Parking. Lessee and its Seasonal Tenants may use designated parking areas on Lessor's property for the purpose of accessing the Leased Dock Space. Lessee and its Seasonal Tenants shall not park in a manner that conflicts with other tenant parking. Lessee shall not allow any parking in the spaces adjacent to the west face of DMV Building. Lessor reserves the right to restrict other parking spaces available for Lessee and its Seasonal Tenants.

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

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the leased premises with minimum coverage of one million dollars (\$1 million) combined single limits and agrees to require any Seasonal Tenants to carry insurance in a form and amount required by Lessor. Seasonal Tenant subleases for motorized vessels shall require those Seasonal Tenants to maintain watercraft liability insurance in the amount of \$500,000 and fuel spill liability in the amount of \$100,000 if the watercraft has more than 30 gallons fuel capacity. The Lessee and Seasonal Tenants policies shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, or agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen days prior written notice. The Lessee's insurance policy shall name all Seasonal Tenants as additional insured. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor, which approval shall not be unreasonably withheld. A copy of Lessee's policy or certificate of insurance shall be delivered to Lessor within seven days after the date of this lease. A copy of any sublessee's policy or certificate of insurance shall be delivered to Lessor within seven days after the date of the sublease.

14. Fire Insurance and Waiver of Subrogation. If the leased premises are partially or totally destroyed by fire or other casualty, Lessor may decide to repair the leased premises, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within 30 days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the lease for the portion of the Leased Dock Space that is destroyed shall terminate 30 days after the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the lease shall continue and Lessor shall return the leased premises to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the leased premises is disrupted during Lessor's repairs a reasonable portion of the rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's or any Seasonal Tenant's property, including their fixtures or equipment. In no event shall Lessee or any sub-lessee be entitled to recover damages from Lessor related to destruction of the leased premises or related to repairs undertaken by Lessor.

Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of property loss, which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

15. Lessee's/Lessor's Covenants. Lessee shall not do anything which may damage the leased premises, any systems serving the leased premises or areas owned by Lessor near the leased premises. Lessee shall not be a nuisance or a menace to others. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the leased premises and to Lessee's activities at the leased premises, and to comply with rules adopted by Lessor, and Lessee shall require all sub-lessees to likewise comply.

Lessee shall not moor any motorized vessels or attach any fixtures or make any improvements or alterations to the leased premises without describing them in writing and receiving Lessor's prior written consent.

Lessee shall not suffer or give cause for the filing of any lien against the leased premises.

16. Quiet Enjoyment. From the date the lease commences Lessee will have the right to use the Leased Dock Space consistent the terms and conditions of this lease. Lessee agrees that Lessor may make improvements to the leased premises and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the leased premises.

17. Care of Premises. Lessee shall at all times keep the leased premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements and shall surrender the leased premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted. At all times Lessee and all Sublessees shall conform with and enforce requirements in the current Marina Moorage Rules and Regulations that are posted on The Port of Hood River website:

<https://portofhoodriver.com/marina/moorage-info-wait-lists/>

18. Fixtures and Personal Property. Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the leased premises during the term of the lease shall be the property of Lessor, and shall remain on the leased premises at the expiration or termination of the lease, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee or a sub-lessee has placed on the leased premises at Lessee's expense, in a way which does not cause damage to the leased premises.

At the expiration or earlier termination of the lease term Lessee shall remove all marine vessels and any other personal property of any kind from the leased premises. If Lessee fails to do so this shall be an abandonment of such property, and Lessor may retain the abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may effect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

19. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the leased premises without the prior written consent of Lessor. Lessee agrees to maintain in good condition any signs or displays which are allowed.

20. Lessor's Access to Premises. Lessor shall have the right to enter upon the leased premises at all reasonable hours without notice for the purpose of inspecting it, or to make repairs, additions or alterations to the leased premises or any property owned or controlled by Lessor.

21. Waiver. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the

consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

22. Assignment. Lessee agrees not to assign or in any manner transfer this lease or any interest in this lease without the prior written consent of Lessor.

23. Default. Time is of the essence of performance of all the requirements of this lease. If any lease payment or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property, including any sub-lessee's, by legal action or by self help with the use of reasonable force and without liability for damages.

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

24. Notices. Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent or to the person signing the lease on behalf of Lessee, or if addressed to Lessee, sent by certified mail with postage prepaid to the address indicated on the signature page of this lease; and if such notice is to Lessor, delivered personally to the Executive Director of Lessor or addressed to Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031, sent by certified mail with postage prepaid. Notice shall be deemed given on the date of personal delivery or if mailed, one day after the date of mailing.

25. Amendments. This lease may be amended only by an instrument in writing executed by all the parties, which writing must refer to this lease.

26. Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this lease.

27. Governing Law. This lease will be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-laws principles.

28. Injunctive and Other Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the parties may be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

29. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this lease must be brought against any of the parties in the Circuit Court of Hood River County, Oregon, or, subject to applicable jurisdictional requirements, in the United

States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

30. Exhibits. The exhibits referenced in this lease are a part of this Lease as if fully set forth in this lease.

31. Severability. If any provision of this lease is invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this lease will not be in any way impaired.

32. Attorney Fees. In the event of litigation by either party to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees thereon and upon any appeal, in addition to its costs and disbursements.

33. Entire Agreement. This lease (including the documents and instruments referred to in this lease) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this lease and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

34. Authority to Execute. The person executing this Lease on behalf of Lessee warrants that they have the authority to do s

DATED this _____ day of _____, 2019.

Lessee:

HOOD RIVER YACHT CLUB, INC.
PMB No. 147
2149 Cascade Avenue Ste. 106A
Hood River, OR 97031

BY:

Tyler Bech
Commodore

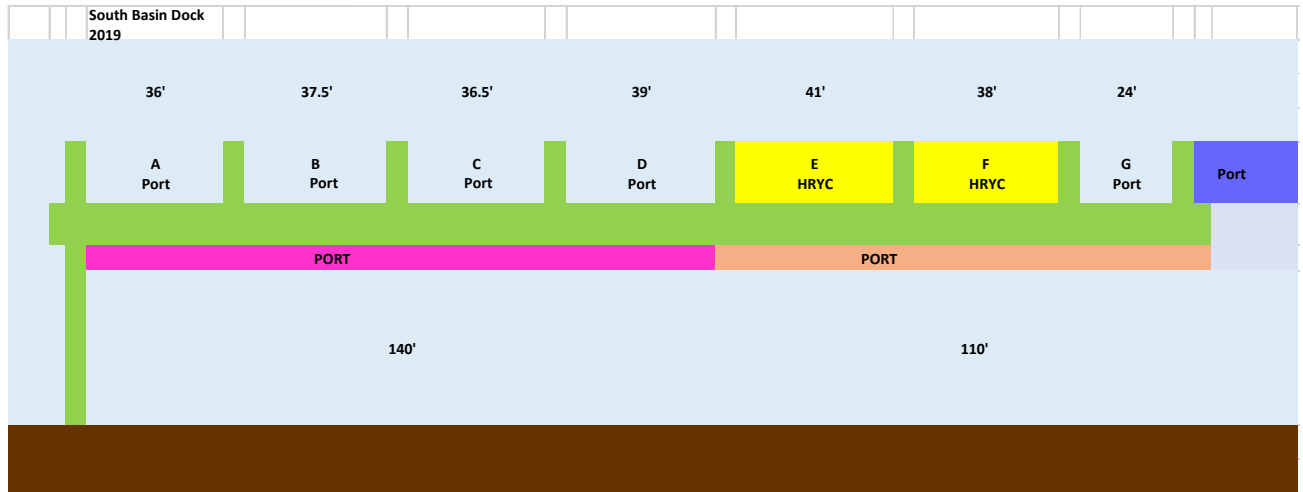
Lessor:

PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-1645

BY:

Michael S. McElwee
Executive Director

Exhibit "A"



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Commission Memo



Prepared by: Anne Medenbach
Date: March 5, 2019
Re: Oregon Brineworks, Lease Extension

Oregon Brineworks, LLC has been a tenant in the John Webber Business Park, Timber Incubator building since 2014. They would like to extend their lease for another year.

RECOMMENDATION: Approve Extension of Lease Term with Oregon Brineworks, LLC In the Timber Incubator Building.

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Commission Memo



Prepared by: Anne Medenbach
Date: March 5, 2019
Re: Real Carbon Lease Addendum 1

Real Carbon Inc. has been a tenant in the Big 7 building since 2016 and in other Port-owned buildings previously. They would like to renew their lease for another 3-year term. This Addendum 1 contemplates renewing their lease for one year now, and then for another 2-year term in January of 2020. As the Port works to revise the lease fee structure, and would like to be able to implement that sooner than the end of the term, this one-year extension provides that opportunity.

Additionally, Real Carbon is interested in moving to the airport should space become available. The Port is interested in developing at the airport should there be the demand. This Addendum acknowledges the interest of both parties to pursue that concept.

Port legal counsel may provide a revised copy of the Addendum at the meeting, as legal review is not complete at time of printing. Any new version distributed at the meeting will have changes highlighted.

RECOMMENDATION: Approve Lease Addendum 1 with Real Carbon, Inc. in the Big 7 building.

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FIRST ADDENDUM TO LEASE

Whereas: On February 8, 2016, a Lease commenced between the Port of Hood River, an Oregon municipal corporation, as Lessor, and Real Carbon, Inc. an Oregon Corporation, as Lessee, for premises known as Suite 101 in the Big 7 Building located 616 Industrial Street, Hood River, Oregon (“Lease”); and,

Whereas, The Lease expired on January 31, 2019, and Lessor and Lessee wish to reinstate the Lease, to remain effective as if the Lease term did not expire, and;

Whereas, Lessor will be instituting an common area maintenance fee in 2020. A one year renewal option is granted through January, 2020, at which time a two year renewal through January 31, 2022 may be granted if Lessee agrees to the new common area maintenance fee; and

Whereas, Lessee would like the option to terminate the Lease early if a suitable Port owned space becomes available at the Ken Jernstedt Airfield, and;

Therefore, the parties agree the Lease has remained in effect after January 31, 2019, is now in effect, and is amended as follows:

- 1. The Lease term continues through January 31, 2020.
- 2. One Lease renewal option of two years through January 31, 2022, is added to the Lease. Such renewal will be granted by Lessor, should Lessee agree to the common area maintenance fee to be defined in the 2020 Lease Addendum.
- 3. Should Lessor have suitable space at the Ken Jernstedt airfield that fits Lessee’s requirements and both parties agree on lease terms, Lessee and Lessor may terminate this Lease and enter into a new lease of space at the Ken Jernstedt Airfield.

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

Lessee, Real Carbon, Inc.

Lessor, Port of Hood River

By: _____
Michael Graham

By: _____
Michael S. McElwee

Executive Director

Date _____

Date _____

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Commission Memo



Prepared by: Fred Kowell
Date: March 5, 2019
Re: PSquare LLC, Hardware Upgrade

When the Port upgraded the lanes and back office systems for the BreezeBy electronic tolling system, there were three pieces of hardware that were kept in use but are now in need of replacement. Staff has been aware of this issue for several months and have continued to monitor the equipment closely to determine whether replacement was needed. Staff now recommends replacement of the following three components of the tolling system hardware: Receipt Printers, Digital IO Interface, and Display Processor.

Psquare will purchase and install the hardware as referenced in the Change Control Form.

RECOMMENDATION: Approve contract with PSquare for installation of the Lane System Accessory Component Upgrade, not to exceed \$9,446.10.

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POHR Breezeby Upgrade Project

CHANGE CONTROL FORM

POHR BREEZEBY UPGRADE PROJECT

This form identifies the recommended upgrades to Lane System that were not previously planned to be upgraded as part of the Lane Controller Software Upgrade Project. This document provides A Change Control Board number is assigned and reviewed for completeness. It is forwarded to POHR for approval. POHR may have to get approval from their Board before they approve the Change Order.

CHANGE CONTROL BOARD No.: CCB-01

1. TITLE: POHR Lane System Accessory Component Upgrades

2. DATE SUBMITTED: 1/29/2019

3. TYPE OF CHANGE

- Hardware
- Software
- Configuration

4. CHANGE CATEGORY

- Preserve or improve cost/revenue levels
- Prevent loss of productivity
- Implement a contractual requirement
- Enforce, implement or improve safety
- Third-party - COTS hardware/software change

5. SYSTEMS IMPACTED BY THE CHANGE (check all that apply)

- System Architecture
- Lane System
- ETBOS - ETH
- ETBOS - ECS

6. COMPLETE AND ATTACH CHANGE CONTROL IMPACT ASSESSMENT FORM

See attached addendum.

7. EXPLAIN IN DETAIL THE RECOMMENDED CHANGE AND/OR ADDITION.

(must be provided in full and complete detail and submitted in MS Word format as an attachment to this Change Control Form)

See the following Change Control Impact Assessment Form with the description of the changes and Price Proposal.

Change Control and Impact Assessment
Change Control Board No. CCB-01 – Lane System Accessory Upgrades
Jan 29, 2019

<u>Shane Savgur</u> Project Manager (Print Name)	<u>(Signature)</u>	<u>1/24/2019</u> Date
<u>Reddy Patlolla</u> CCB Project Principal (Print Name)	<u>(Signature)</u>	<u>1/24/2019</u> Date
<u> </u>	<u> </u>	<u> </u>

CHANGE CONTROL IMPACT ASSESSMENT

POHR BREEZEBY UPGRADE PROJECT

This form captures a complete description of the impact of the Change and the result of the recommended modifications. The form must be completed in full and submitted as an attachment to the Change Control Form.

CHANGE CONTROL BOARD No: CCB-01

TITLE: POHR Lane System Accessory Component Upgrades

ANALYST: Tom Hasselbring

SUBSYSTEM: Lane System

TECHNICAL ANALYSIS: The attached addendum has more information on these aspects.

1. Describe any change to functionality or performance

POHR CHANGE ORDER REQUEST TO REPLACE ADDITIONAL DEVICES IN SUPPORT OF LANE SOFTWARE UPGRADE

During the design and development of the lane controllers, we have identified additional lane devices that we would like to replace as part of the Lane Software Upgrade for Port of Hood River. The change consists of the 3 items which are described below.

- Receipt Printer
- Digital IO Interface (DIO)
- Display Processor

Receipt Printer

The existing receipt printers have a USB interface. We would like to replace these with a new model of the same version which has an Ethernet network interface. The benefits and reasons for replacing these are:

- The network interface will simplify the software required to communicate with the Lane Controller.
- The network interface eliminates the need to co-locate the printer with the Lane Controller
- The existing units look like they have been in service for quite a while and will have a limited service life. One of the buttons is cracked and the label is worn off.
- As part of the Lane Software Upgrade, TDS will require a printer at their facility in order to develop and test the new POHR receipt printer functionality. The replacement units can be shipped directly to TDS to fulfill this need.
- **ADDITIONAL ADVANTAGE** - Either toll collection terminal will be able to print to either printer via a printer selection option on the toll terminal. This will allow a collector to switch to the other printer if the printer for their lane fails.

The replacement printer is a Star TSP650II thermal printer, which is a newer version of the unit that is currently installed. The Star part number is 39449772. The model is TSP654IIE3-24 GRY US. For additional specifications see <https://www.starmicroelectronics.com/pages/TSP650II>.

Quantity Proposed: Three (3); One(1) for each manual lane, and one(1) spare.



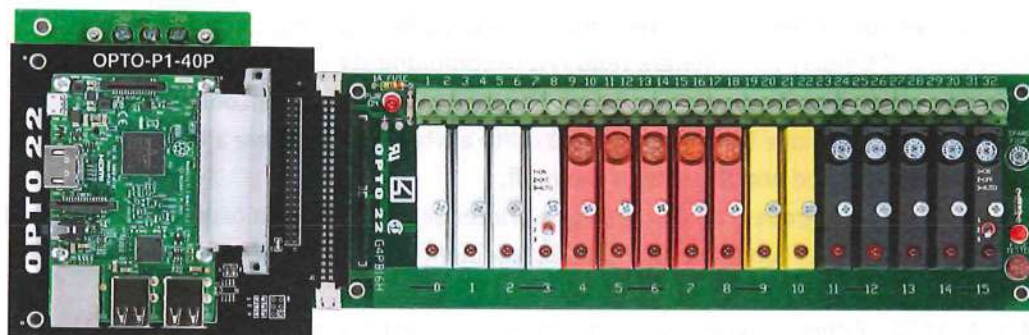
Digital IO Interface (DIO)

The existing Digital IO Interface that controls the discrete inputs and outputs in the lane appears to be original equipment which was installed when the system originally went into operation. We would like to replace these units with new units that have a network interface. The benefits and reasons replacing these units are:

- Will simplify the software interface to the Lane Controller. The existing unit requires a card that is located in the bus of the existing lane controller, and requires a driver specific to the model.
- The network interface on the new model eliminates the need to co-locate the DIO with the lane controller as was the case with the existing model.
- The new model does not require a ribbon cable between the interface modules and the Lane Controller.
- The new model does not require an interface card to be located in the PC. This means that the large form factor PC is no longer required under the counter, and can be replaced by a much smaller unit.
- The new model is very similar to the one used on the POCL product which will allow us to use common software between the two projects.
- The existing units have been in service over 10 years and are due to be replaced.

Quantity Proposed: Five (5) – one per lane – total of four (4) and one spare (1).

Digital IO Interface



Display Processor

The existing design uses a PC running Windows 7. We would like to replace this with a much smaller Linux based processor that is located on directly on the back of the monitor. The reasons for replacing these are:

- The existing design requires that the PCs be located under counters and in the rear of the booth which requires extension cables running from the keypad, mouse, and monitor to the PC. The new unit mounts directly on the back of the existing toll collector monitor, which eliminates these long cables.
- The existing PCs use mechanical hard disks which are prone to failure. The new units will use a solid-state drive that has no moving parts.
- If the existing PCs are used, then the drives will need to be reformatted, which will mean that the units must be taken offline one at a time and sent to TDS to perform the conversion from Windows to Linux. By replacing the units, TDS will be able to configure the units and test them at the factory prior to shipping them to POHR. This will allow all of the units to be upgraded in a short period of time.

Number of Units Provided: Four (4) per lane.
 Spares: No spare is required as the display processor model is the same as is currently used for the AVC processor, so the same spare unit can be used which POHR has already purchased.

Display Processor Mounted on Toll Collector Monitor



Change Order Price Estimate

The estimate for the cost of this change will contain the following:

- Cost for the following equipment is included in this Price Estimate
 - o New Display Processor for each Lane (Quantity of 4)
 - o New DIO Card for each lane (Quantity of 5)
 - o Replacement Printer (Quantity of 3)
 - o Only Cost of equipment is included. There is zero labor cost included in this change since it will be absorbed by TDS.

IMPACT TO SYSTEM PERFORMANCE

The upgrades allow for a cleaner design using TCP/IP networked devices instead of legacy interfaces. Many of the peripherals proposed for replacement are old and possibly require an upgrade. This upgrade will extend the life of the lane accessories identified in this Change Order proposal.

Impact to Maintenance

Lower cost of maintenance since this change replaces older equipment.

Impact to Spare Quantities

Spares are proposed for the Receipt Printer and the DIO Cards. No spares are proposed for the Display processor since the processor used is same as the AVC Processor, a spare for which will be provided by the AVC Upgrade Project.

2. Describe any change to Final Design
Hardware:

See Above.

3. Describe any change to Test Plan:
None.

4. List all elements being changed:

SCHEDULE IMPACT: No Impact to the overall schedule since installation will be part of the TDS deployment procedure.

COST IMPACT: Price Increase (See attached)

LABOR IMPACT: No. Relatively higher level of effort for installing the new components. TDS will absorb these costs and hence no impact to POHR.

ALTERNATIVES: The old equipment can be used. Many of them are old, worn out and are due for replacement. Strongly recommend replacement.

Tom Hasselbring
Project Engineer
(Print Name)

(Signature)

1/24/2019
Date

Change Control and Impact Assessment
 Change Control Board No. CCB-01 – AVC – Axle Counter Lidar Replaced with Treadle Strips
 Jan 29, 2019

ATTACHMENT A – PRICE INFORMATION

QUOTATION FOR LANE HARDWARE REPLACEMENT CHANGE ORDER

Replacement Hardware Detail

Description	Part Number	Manufacturer	Qty	Total Cost
Receipt Printer Replacement (Total 3 including 1 spare)	TSP6541IE3-24 GRY US	Star Micronics	3	\$1,637.60
Display Processor (Total 4 – no spares)	BOXNUC7I5BNHX1 + SSD	Intel	4	\$4,186.00
DIO System (Total 5 – including 1 spare)	TDS A2015	TDS/Opto22	5	\$3,622.50
TOTAL				\$9,446.10

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Commission Memo



Prepared by: Michael McElwee
Date: March 5, 2019
Re: Parks Master Plan

The draft “Hood River Valley Multi-Jurisdictional Parks Open Space & Recreational Master Plan” was presented and discussed on February 28, 2019. Commissioner Everitt and Michael McElwee attended.

Mark Hickok, Executive Director of the Hood River Valley Parks & Recreation District will attend the meeting and provide an overview of the draft plan for Port Commission review and answer questions.

RECOMMENDATION: Information.

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Commission Memo



Prepared by: Daryl Stafford
Date: March 5, 2019
Re: Event Site/Marina Restroom
Improvements

In September 2019, the Port entered into a contract with Liz Olberding, Architect, to render designs for the Event Site and Marina restrooms upgrades. The Marina restroom has been identified as needing modifications for ADA compliance. The Event Site restrooms need to be expanded to accommodate significantly increased numbers of users.

The contract scope of work was to review existing building and utility plans, discuss issues and objectives with staff, then prepare alternative concept sketches and final concept plans to present to the Commission. Attached are the design drawings for both locations.

Ms. Oldberding will attend the March 5 meeting to present the results of her work and receive input from the Commission.

RECOMMENDATION: Discussion.

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1 MARINA RESTROOM - EXISTING SITE PLAN

SCALE: 1/32" = 1'-0"



WEST ENTRY



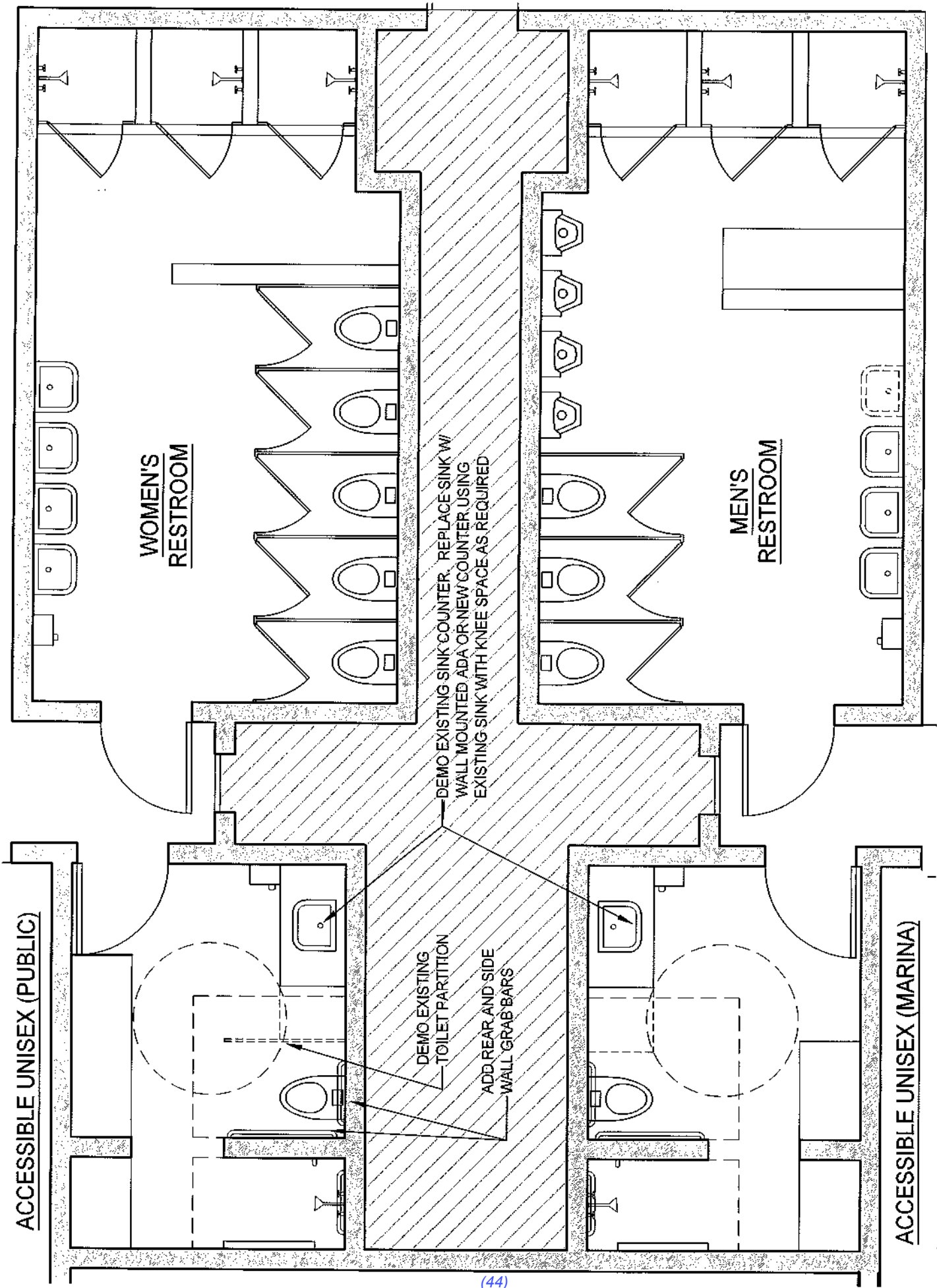
NORTH ACCESS PATH

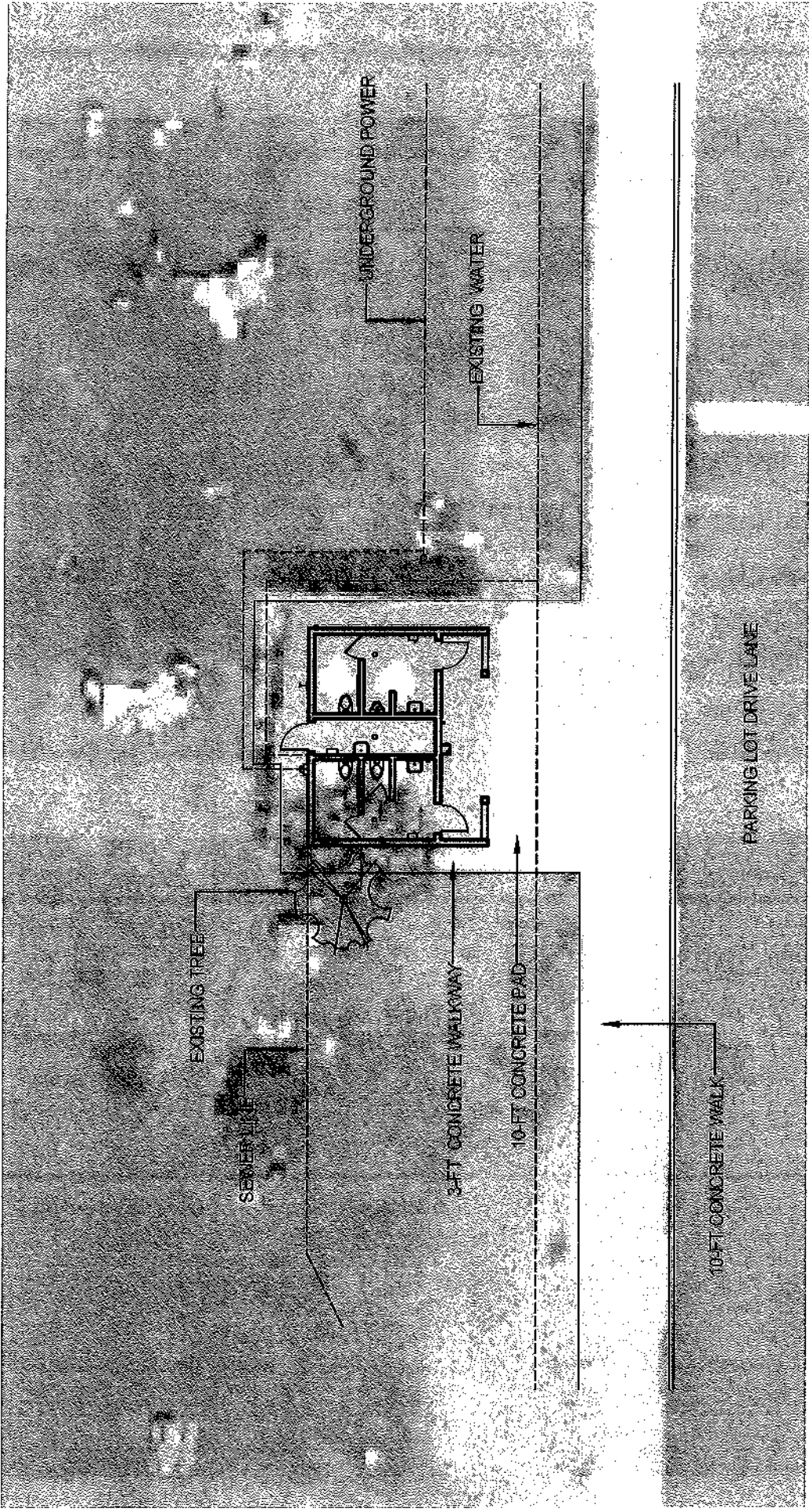


EAST ENTRY



NORTHEAST VIEW





1 EVENT SITE RESTROOM - EXISTING SITE PLAN

SCALE: 1/8" = 1'-0"



SOUTH



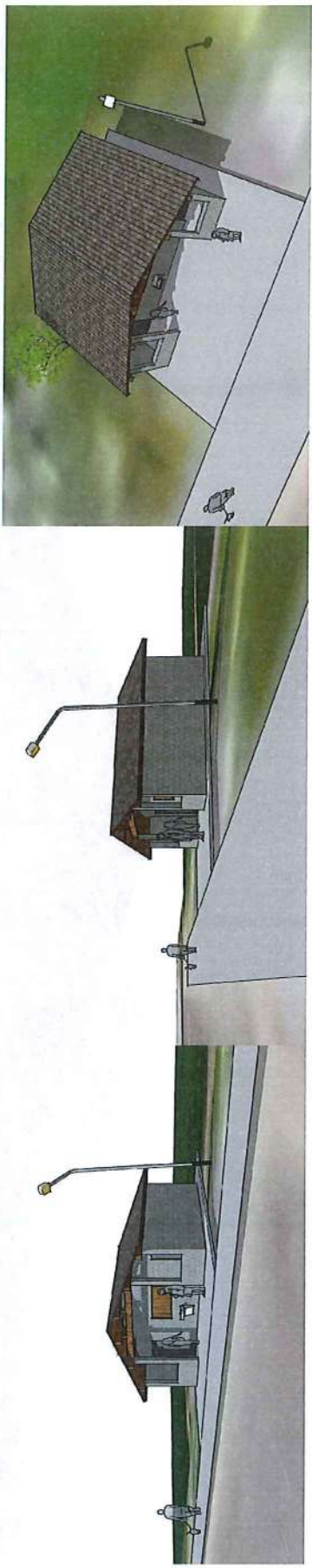
EAST



SOUTHWEST

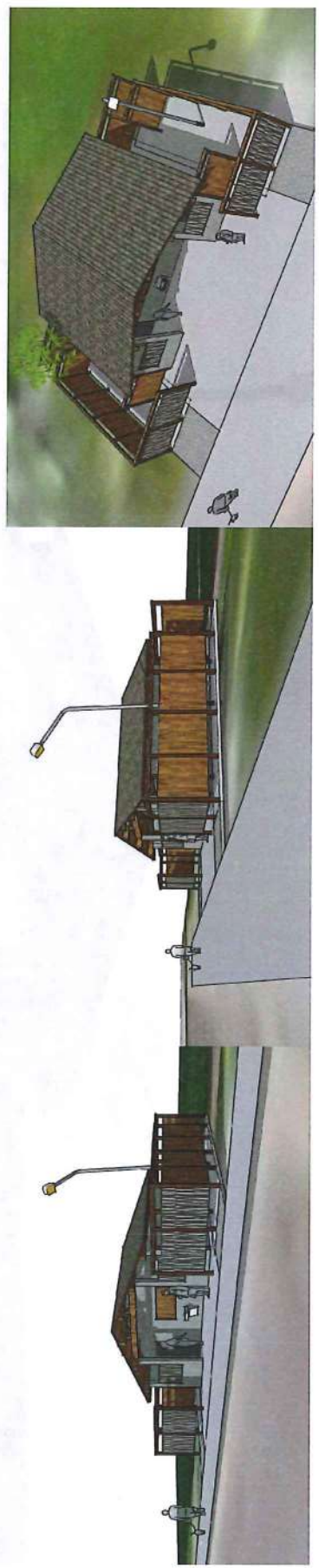


NORTH





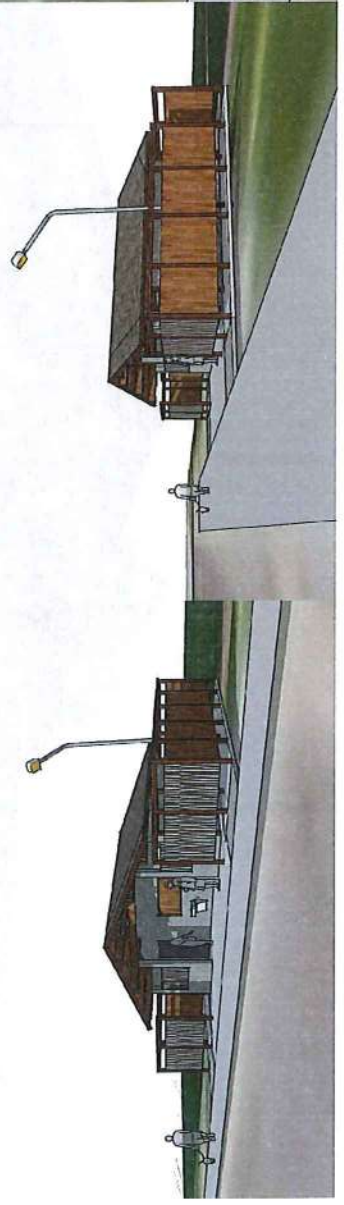
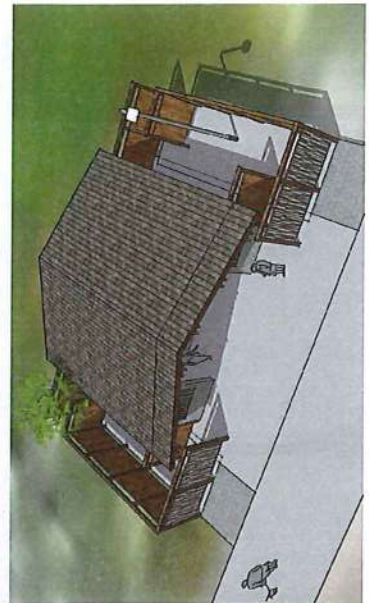
10-FT X 24-FT FENCED ENCLOSURE FOR CHANGING ROOMS, WITH SCREENING PANELS AT EXISTING MASONRY



4 EVENT SITE RESTROOMS - CHANGING ROOMS



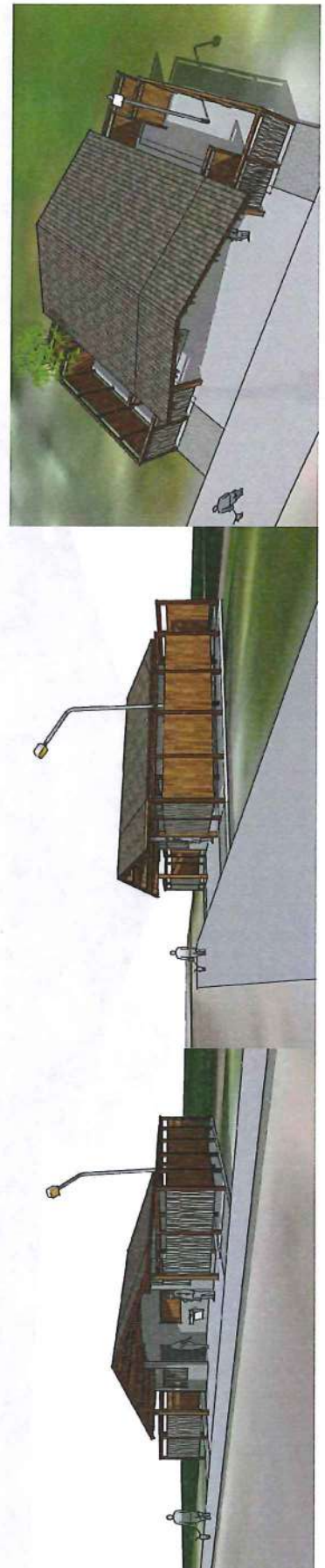
ROOF EXTENSION: SANDWICH EXISTING BEAMS WITH 2X, BACKSPAN 6-FT TO FACE OF CMU WALL ALLOWS 3-FT ROOF EXTENSION



5 EVENT SITE RESTROOMS - 3-FT CANTILEVERED ROOF

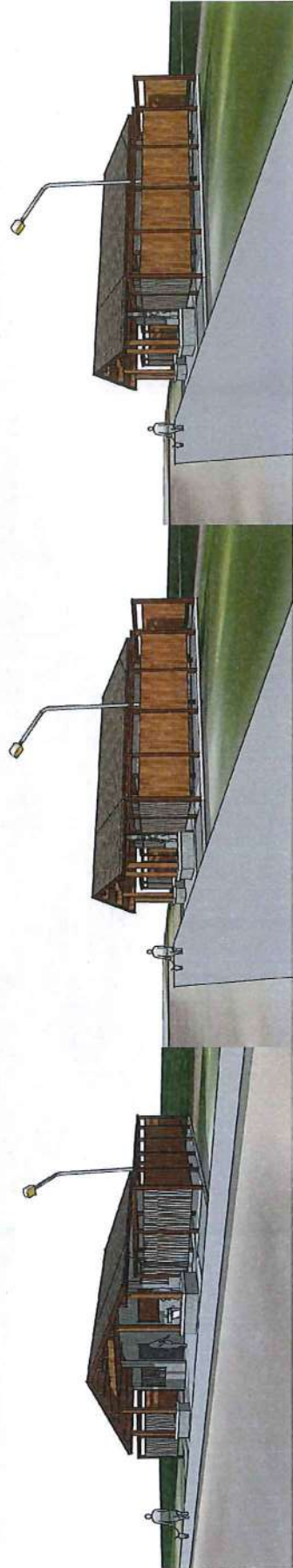


ROOF EXTENSION: SANDWICH EXISTING BEAMS WITH
2X, BACKSPAN 12-FT THROUGH CMU WALL ALLOWS
6-FT ROOF EXTENSION





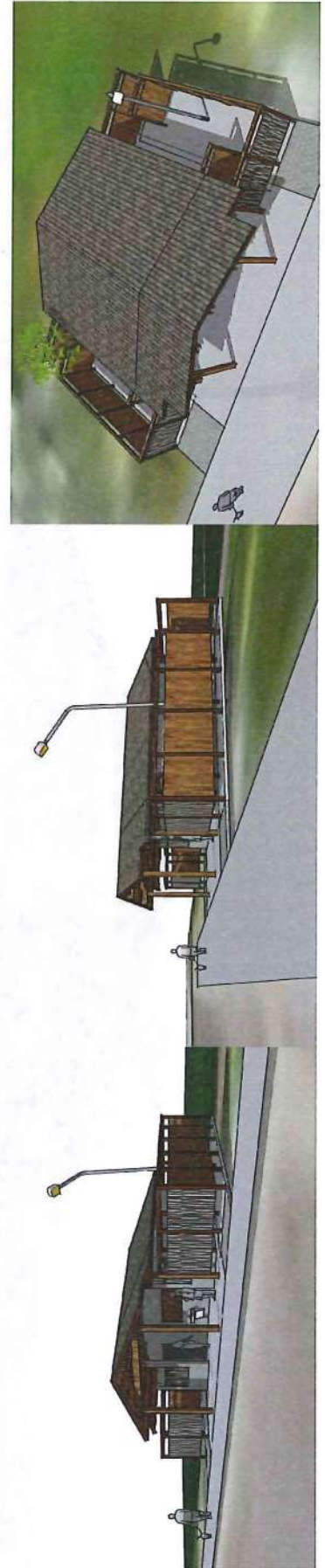
ROOF EXTENSION: SUPPORTED ON NEW DOUBLE POSTS AND BEAM PROVIDING 10-FT ADDITIONAL COVERED AREA. MASONRY BENCHES ARE OPTIONAL



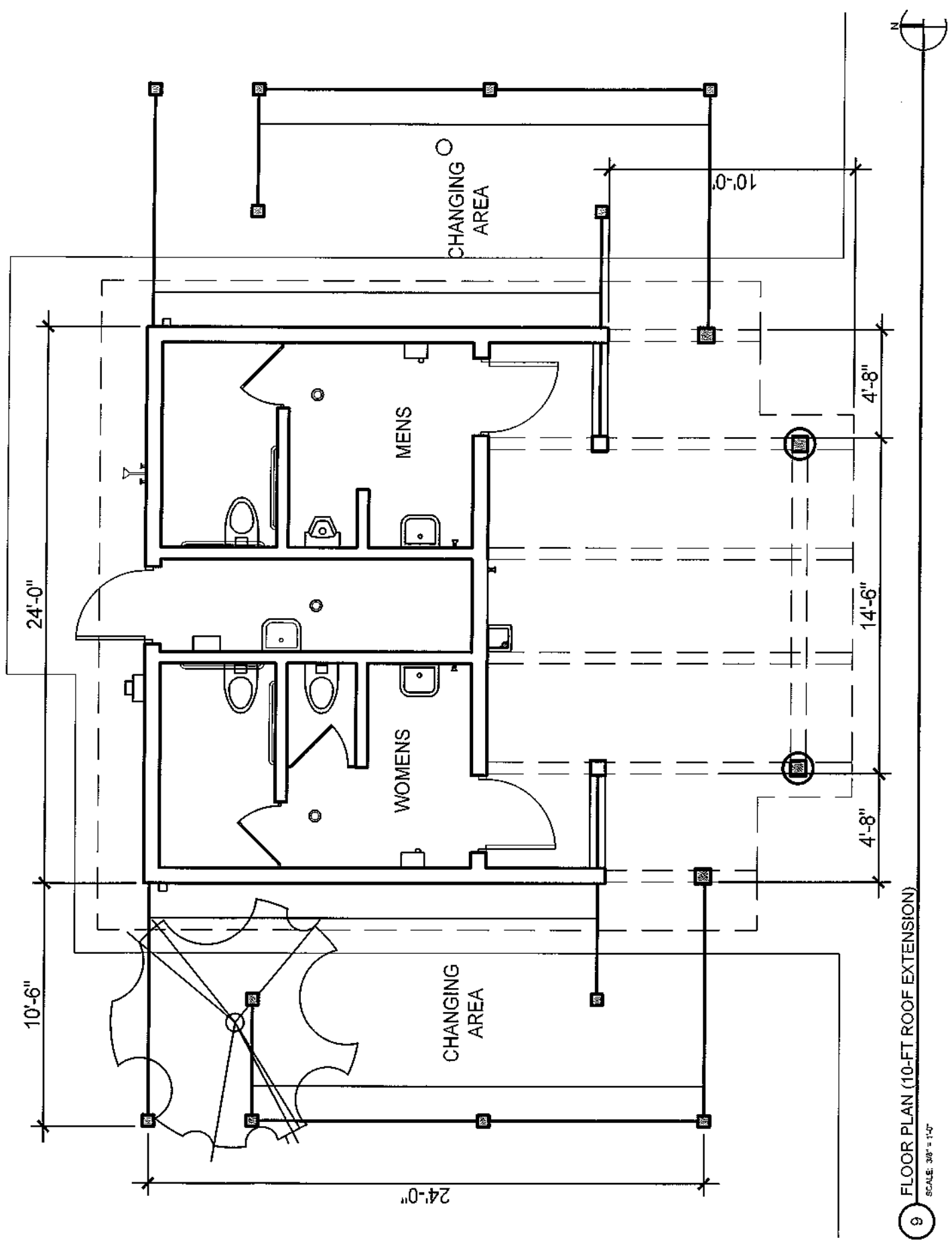
7 EVENT SITE RESTROOMS - 10-FT ROOF EXTENSION W/ DOUBLE POSTS



ROOF EXTENSION: SUPPORTED ON NEW POSTS AND BEAMS PROVIDING 10-FT ADDITIONAL COVERED AREA WITH ROOF STEP AT CORNERS



8 EVENT SITE RESTROOMS - 10-FT ROOF EXTENSION - SINGLE POSTS



9 FLOOR PLAN (10-FT ROOF EXTENSION)
SCALE: 3/8" = 1'-0"

Commission Memo



Prepared by: Fred Kowell
 Date: March 5, 2019
 Re: Financial Review for the Six Months
 Ended December 31, 2018

Attached are four reports for this financial review:

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

Bridge Traffic and Revenue Report

With regard to the Bridge Traffic and Revenue report, you can see our traffic is slightly below from last year for the 6 months ended December 31st, 2018, (2,344,712 versus 2,324,559) or a difference of 20,153. This trend is continuing with January and February is down in traffic counts due to the winter weather. This is an interesting development that will need to be watched over the remainder of the year which could impact our financial forecast growth model.

Schedule of Expenditures by Cost Center by Fund

Personnel services is slightly below budget and tracking accordingly for the first six months of our fiscal year.

Materials & Services is tracking below the budget in many areas. I have highlighted in an orange color those asset centers that are spending slightly ahead of their budget but in most cases, they represent the payment of property taxes which will smooth out by year end OR utilities are higher than anticipated but on the revenue side the reimbursement of those utilities is likewise higher than anticipated. Maintenance will be over budget for the year due to higher vehicle costs during the year. If the winter weather had NOT occurred Maintenance might have been able to catch up to their budget, but the additional expenses incurred during recent winter weather will have them overspending their budget by 5-10%.

Capital Outlay is tracking below budget as most of the capital projects are just starting to move forward. One noted exception will be the Waterfront Industrial Land where the parking enforcement handheld equipment was budgeted in FY 2017-18 but due to our late start this equipment came in July 2019, which makes up \$42k of this variance.

Schedule of Revenues

Toll revenues (dollars) are tracking to our budget even with the flattening of our traffic. In my model, I had hoped for a more drastic swing of cash paying customers moving to

Breezeby and making up 75% of our customers but we are still at 67%. The good news is that this helps our revenue, but the bad news is that we need more of our customers to move to Breezeby to move to All Electronic Tolling.

Lease revenues are right on target regarding base industrial/commercial leases, however, reimburseable costs such as utilities/taxes are ahead of budget due to usage. Leases are tracking according to their budget for this time of year. The Marina and Airport leases will catch up starting in January once the annual billings occur.

The Marina and Airport are billed every January such that the revenues don't reflect those billings as of December 31, 2018.

The Waterfront parking revenues are below our budget due to starting later in the year and installing additional parking kiosks later in the year.

Waterfront Recreation is in line with the budget for this time of year and will show a significant increase in May and June to bring their actual revenues to the budget or exceed the budget which is anticipated.

Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, the actuals are tracking according to the activities we have incurred during the first half of the year as outlined in the budget. We will need to pay particular attention to our bridge traffic over the coming months as this is a key indicator of how elastic our tolls can be.

Accounts Receivables Update – Big Fly was behind in their lease as staff has reached out to them and worked with them to bring their account closer to zero. They have done so through December 31st. However, they are behind in their January and February payments, but staff is working with them.

Electronic Assemblers is behind on their utility billings but have caught up in through December but are behind for January and February, but staff is in contact with them and are hopeful that they will bring this closer to 30 days instead of 60 days.

RECOMMENDATION: Discussion.

PORT OF HOOD RIVER
Bridge Traffic and Revenue Report
Exhibit B
Columbia State Bank Loan - Covenant - 3.9 (g)

	2014-15		2015-16		2016-17		2017-18		2018-19		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	379,536	\$ 341,480	399,634	\$ 382,921	423,744	\$ 402,074	442,251	\$ 399,618	437,364	\$ 608,941	0.99	1.52
AUG	380,914	\$ 348,030	391,499	\$ 376,690	425,567	\$ 407,839	435,364	\$ 401,815	428,907	\$ 608,085	0.99	1.51
SEPT	344,693	\$ 317,989	364,125	\$ 350,020	387,860	\$ 372,099	412,452	\$ 332,996	396,517	\$ 558,537	0.96	1.68
OCT	336,623	\$ 303,073	353,313	\$ 339,194	357,180	\$ 337,294	389,210	\$ 361,315	390,814	\$ 527,573	1.00	1.07
NOV	274,601	\$ 244,065	312,731	\$ 297,037	330,795	\$ 313,529	341,147	\$ 312,337	340,044	\$ 452,602	1.00	1.00
DEC	290,855	\$ 249,793	289,296	\$ 269,344	285,209	\$ 260,625	324,278	\$ 298,530	328,913	\$ 408,966	1.01	1.15
Calendar Year Total	3,829,791	\$3,424,449	4,063,317	\$3,814,690	4,280,160	\$4,028,417	4,377,500	4,038,137	4,480,038	5,969,681	1.02	1.00
JAN	286,390	\$ 259,626	291,674	\$ 272,828	245,670	\$ 238,709	327,522	\$ 293,677			0.00	1.23
FEB	281,351	\$ 259,207	305,800	\$ 286,071	266,202	\$ 244,472	296,977	\$ 387,737			0.00	1.59
MAR	324,912	\$ 299,162	342,162	\$ 317,959	350,470	\$ 324,146	357,160	\$ 501,543			1.02	1.55
APR	334,016	\$ 307,643	365,654	\$ 338,556	362,559	\$ 334,362	362,150	\$ 491,217			1.00	1.47
MAY	360,643	\$ 341,172	381,248	\$ 357,119	399,271	\$ 368,296	407,141	\$ 564,038			1.02	1.53
JUN	365,407	\$ 332,673	383,267	\$ 362,425	408,626	\$ 421,541	406,529	\$ 566,765			0.99	1.34
Fiscal Year Total	3,959,941	\$3,603,914	4,180,403	\$3,950,164	4,243,153	\$4,024,985	4,502,181	4,911,588	2,322,559	3,164,704	1.06	1.22

PORT OF HOOD RIVER
 SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND
 BUDGET AND ACTUAL - 50% THROUGH THE BUDGET
 FOR THE SIX MONTHS ENDED DECEMBER 31, 2018

EXPENDITURES	Personal Services				Materials & Services				Capital Outlay					Debt Service				Total Appropriation		
	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Total	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent
<i>Toll Bridge</i>	957,900	455,286	502,614	48%	1,780,100	386,915	1,393,185	22%	457,000	113,781	113,781	343,219	25%	-	-	-		3,195,000	955,982	2,239,018
<i>Industrial Facilities</i>																				
Big 7	53,300	26,611	26,689	50%	166,700	87,173	79,527	52%	280,000	-	-	280,000	0%	-	-	-		500,000	113,784	386,216
Jensen Property	64,000	31,937	32,063	50%	183,000	112,782	70,218	62%	54,000	9,396	9,396	44,604	17%	145,000	72,471	72,529	50%	446,000	226,586	219,414
Maritime Building	39,600	19,774	19,826	50%	92,600	39,972	52,628	43%	5,010,000	-	-	5,010,000	0%	-	-	-		5,142,200	59,746	5,082,454
Halyard Building	62,500	31,225	31,275	50%	259,600	149,117	110,483	57%	10,000	-	-	10,000	0%	-	-	-		332,100	180,342	151,758
Timber Incubator Building	28,200	14,192	14,008	50%	35,300	15,399	19,901	44%	12,000	-	-	12,000		-	-	-		75,500	29,591	45,909
Wasco Building	49,900	24,870	25,030	50%	110,000	60,972	49,028	55%	25,000	-	-	25,000		-	-	-		184,900	85,842	99,058
Hanel Site	34,800	17,186	17,614	49%	38,800	4,556	34,244	12%	430,000	155,039	155,039	274,961	36%	1,853,800	1,840,232	13,568	99%	2,357,400	2,017,013	340,387
	332,300	165,795	166,505	50%	886,000	469,971	416,029	53%	5,821,000	164,435	164,435	5,656,565	3%	1,998,800	1,912,703	86,097	96%	9,038,100	2,712,904	5,984,809
<i>Commercial Facilities</i>																				
State Office (DMV) Building	24,600	12,289	12,311	50%	43,500	16,712	26,788	38%	11,000	-	-	11,000		-	-	-		79,100	29,001	50,099
Marina Office Building	38,200	19,053	19,147	50%	46,400	25,338	21,062	55%	13,000	-	35,090	(22,090)	0%	-	-	-		97,600	44,391	53,209
Port Office Building	37,400	18,731	18,669	50%	25,600	9,866	15,734	39%	100,000	-	-	100,000	0%	-	-	-		163,000	28,597	134,403
	100,200	50,073	50,127	50%	115,500	51,916	63,584	45%	124,000	-	35,090	88,910	0%	-	-	-		339,700	101,989	237,711
<i>Waterfront Industrial Land</i>	70,900	26,937	32,936	38%	189,400	92,326	97,074	49%	45,000	82,446	82,446	(37,446)	183%	-	-	-		305,300	201,709	103,591
<i>Waterfront Recreation</i>																				
Eventsite	122,700	61,227	61,473	50%	62,800	22,064	40,736	35%	45,000	45,663	45,663	(663)	101%	-	-	-		230,500	128,954	101,546
Hook/Spit/Nichols	51,200	22,061	36,841	43%	35,000	12,027	22,973	34%	113,000	2,964	2,964	110,036	3%	-	-	-		199,200	37,052	162,148
Marina Park	175,300	78,191	119,039	45%	45,900	21,861	24,039	48%	65,000	-	-	65,000	0%	-	-	-		286,200	100,052	186,148
	349,200	161,479	217,353	46%	143,700	55,952	87,748	39%	223,000	48,627	48,627	174,373	22%	-	-	-		715,900	266,058	449,842
<i>Marina</i>	154,400	71,148	83,252	46%	109,000	54,782	54,218	50%	130,000	-	-	130,000	0%	94,500	79,560	14,940	84%	487,900	205,490	282,410
<i>Airport</i>	152,700	74,125	78,575	49%	131,000	62,710	104,680	48%	1,606,300	144,638	144,638	1,461,662	9%	-	-	-		1,890,000	281,473	1,608,527
Administration	27,200	-	27,200	0%	265,000	64,798	200,202	24%	20,000	-	-	20,000	0%	-	-	-		312,200	64,798	247,402
Maintenance	-	-	-		107,500	69,092	38,408	64%	64,000	48,374	48,374	15,626	76%	-	-	-		171,500	117,466	54,034
<i>Total Expenditures</i>	2,144,800	1,004,843	1,158,562	47%	3,727,200	1,308,462	2,455,128	35%	8,490,300	602,301	637,391	7,852,909	7%	2,093,300	1,992,263	101,037	95%	#####	4,907,869	#####
Bridge Repair & Replacement Fund	264,000	129,138	134,862	49%	2,631,700	354,432	2,277,268	13%	749,000	70,517	70,517	678,483	9%	486,000	485,775	225	100%	4,130,700	1,039,862	3,090,838
General Fund	175,400	65,275	110,125	37%	471,950	189,796	282,154	40%										647,350	255,071	392,279

Unfavorable Variance - Expenditures

Personnel Services is in line with the budget.

Materials & Services is in line with the budget with just a couple of exceptions. Property taxes were paid in the second quarter and the negative variance depicts this. As the rest of the year plays out the M&S actuals should track to budget.

The Jensen building is incurring higher costs related to utilities but that is offset by the revenues being billed to tenants. See Revenues for favorable variance.

Maintenance is incurring higher than expected maintenance on equipment and vehicles and also gasoline.

The parking enforcement tools were budgeted in FY 2017-18 yet was invoiced in FY 2018-19. \$42k of the variance is attributable is related to this timing difference.

PORT OF HOOD RIVER
 Schedule of Revenues by Cost Center By Fund
 Budget to Actuals - 50% Through Budget
 For the Six Months Ended December 31, 2018

REVENUE FUND	REVENUES				
	Budget	Actual	Total	Variance	%
<u>Toll Bridge</u>					
Bridge Tolls	6,260,000	3,164,675	3,164,675	(3,095,325)	51%
Cable Crossing Leases	10,000	500	500	(9,500)	5%
Other	71,000	-	-	(71,000)	0%
	<u>6,341,000</u>	<u>3,165,175</u>	<u>3,165,175</u>	<u>(3,175,825)</u>	<u>50%</u>
<u>Industrial Facilities</u>					
Big 7					
Lease Revenues	284,500	140,601	\$ 140,601	(143,899)	49%
Reimbursements/Other	86,200	57,629	\$ 57,629	(28,571)	67%
Jensen Property					
Lease Revenues	357,100	177,719	177,719	(179,381)	50%
Reimbursements/Other	130,300	85,049	85,049	(45,251)	65%
Maritime Building					
Lease Revenues	149,000	72,817	72,817	(76,183)	49%
Reimbursements/Other	52,000	27,846	27,846	(24,154)	54%
Financing	5,050,000				
Halyard Building					
Lease Revenues	228,100	112,864	112,864	(115,236)	49%
Reimbursements/Other	213,000	140,783	140,783	(72,217)	66%
Note Receivable	19,550	89,854	89,854	70,304	460%
Timberline Incubator Building					
Lease Revenues	75,300	37,799	37,799	(37,501)	50%
Reimbursements	15,800	11,128	11,128	(4,672)	70%
Wasco Building					
Lease Revenues	167,400	81,580	81,580	(85,820)	49%
Reimbursements	50,600	40,100	40,100	(10,500)	79%
Hanel					
Reimbursements	-	-	-	-	-
Sale of Property	1,424,400	-	-	(1,424,400)	0%
	<u>8,303,250</u>	<u>1,075,769</u>	<u>1,075,769</u>	<u>(2,177,481)</u>	<u>13%</u>
<u>Commercial Facilities</u>					
State Office (DMV) Building					
Lease Revenues	45,200	22,520	22,520	(22,680)	50%
Reimbursements	-	-	-	-	#DIV/0!
Marina Office Building					
Lease Revenues	73,100	36,366	36,366	(36,734)	50%
Reimbursements	22,300	14,377	14,377	(7,923)	64%
Port Office Building					
Lease Revenues	48,550	24,274	24,274	(24,276)	50%
Reimbursements	1,000	-	-	(1,000)	0%
	<u>190,150</u>	<u>97,537</u>	<u>97,537</u>	<u>(92,613)</u>	<u>51%</u>
<u>Waterfront Industrial Land</u>					
Lease Revenues	600	900	900	300	150%
Land Sale	-	-	-	-	-
Parking	207,500	66,821	66,821	(140,679)	32%
Other Income	1,500	850	850	(650)	57%
URA Payments	-	-	-	-	-
	<u>209,600</u>	<u>68,571</u>	<u>68,571</u>	<u>(141,029)</u>	<u>33%</u>
<u>Waterfront Recreation</u>					
Eventsite, Hook and Spit					
Eventsite - Passes/Permits and Concessions	142,300	65,587	65,587	(76,713)	46%
Hook/Spit/Nichols	21,700	6,061	6,061	(15,639)	28%
Marina Park					
Sailing Schools, Showers and Events	9,100	8,424	8,424	(676)	93%
Lease Revenues	6,600	3,467	3,467	(3,133)	53%
Reimbursements	2,100	1,725	1,725	(375)	82%
Grant	-	-	-	-	-
	<u>181,800</u>	<u>85,264</u>	<u>85,264</u>	<u>(96,536)</u>	<u>47%</u>
<u>Marina</u>					
Lease Revenues	202,800	9,798	9,798	(193,002)	5%
Moorage Assessment	84,900	1,614	1,614	(83,286)	2%
Reimbursements/Other	65,350	15,811	15,811	(49,539)	24%
Grant	16,050	7,050	7,050	(9,000)	44%
Other Financing Sources	-	-	-	-	-
	<u>369,100</u>	<u>34,273</u>	<u>34,273</u>	<u>(334,827)</u>	<u>9%</u>
<u>Airport</u>					
Lease Revenues	186,500	37,399	37,399	(149,101)	20%
Reimbursements	20,700	12,738	12,738	(7,962)	62%
Grants	1,057,300	-	-	(1,057,300)	0%
Other Financing Sources	-	-	-	-	-
	<u>1,264,500</u>	<u>50,137</u>	<u>50,137</u>	<u>(1,214,363)</u>	<u>4%</u>
<u>Budget to Actual Revenues</u>	<u>16,859,400</u>	<u>4,576,726</u>	<u>4,508,155</u>	<u>(7,091,645)</u>	<u>27%</u>
<u>Revenues less Other financing sources</u>	<u>14,271,100</u>	<u>4,479,822</u>	<u>4,411,251</u>	<u>(4,600,249)</u>	<u>31%</u>
<u>GENERAL FUND</u>					
Property taxes	68,000	66,522	66,522	(1,478)	98%
Transfers from other funds	579,350	254,871	254,871	(324,479)	44%
	<u>\$ 647,350</u>	<u>\$ 321,393</u>	<u>\$ 321,393</u>	<u>\$ (325,957)</u>	<u>50%</u>
<u>BRIDGE REPAIR & REPLACEMENT FUND</u>					
Transfers from other funds	\$ 2,191,000	\$ 268,568	268,568	(1,922,432)	12%

PORT OF HOOD RIVER
STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS
AND BUDGET VS ACTUAL PERFORMANCE
FOR THE SIX MONTHS ENDED DECEMBER 31, 2018

	REVENUE FUND								BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport	Administration Maintenance	GENERAL FUND		
OPERATING REVENUES											
Tolls	\$ 3,165,175									\$	3,165,175
Leases		\$ 623,380	\$ 83,160	\$ 900	\$ 3,467	\$ 11,412	\$ 37,399				759,718
Reimbursements		362,535	14,377	66,821	1,725	15,811	12,738				474,007
Fees, Events, Passes and Concessions					80,072						80,072
Property taxes								66,522			66,522
Total Operating Revenues	3,165,175	985,915	97,537	67,721	85,264	27,223	50,137	-	66,522	-	4,545,494
Operating Expenses											
Personnel Services	455,286	165,795	50,073	26,937	161,479	71,148	74,125	-	65,275	129,138	1,199,256
Materials & Services	386,915	469,971	51,916	92,326	55,952	54,782	62,710	133,890	189,796	354,432	1,852,690
Total Operating Expenses	842,201	635,766	101,989	119,263	217,431	125,930	136,835	133,890	255,071	483,570	3,051,946
Operating income/(Loss)	2,322,974	350,149	(4,452)	(51,542)	(132,167)	(98,707)	(86,698)	(133,890)	(188,549)	(483,570)	1,493,548
Other Resources											
Income from other sources	-	-	-	850	-	-	-	83,219	1,204	10,685	95,958
Grants	-	-	-	-	-	7,050	-	-	-	330,872	337,922
Sale of land	-	-	-	-	-	-	-	-	-	-	-
Note receivables	-	89,854	-	-	-	-	-	-	-	-	89,854
Total Other Resources	-	89,854	-	850	-	7,050	-	83,219	1,204	341,557	523,734
Other (Uses)											
Capital projects	(113,781)	(164,435)	(35,090)	(82,446)	(48,627)	-	(144,638)	(48,374)	-	(70,517)	(707,908)
Debt service	-	(1,912,703)	-	-	-	(79,560)	-	-	-	(485,775)	(2,478,038)
Total Other (Uses)	(113,781)	(2,077,138)	(35,090)	(82,446)	(48,627)	(79,560)	(144,638)	(48,374)	-	(556,292)	(3,185,947)
Transfers In/(Out)	(268,568)							(254,871)	254,871	268,568	-
Net Cashflow	\$ 1,940,625	\$ (1,637,135)	\$ (39,542)	\$ (133,138)	\$ (180,794)	\$ (171,217)	\$ (231,336)	\$ (353,916)	\$ 67,526	\$ (429,737)	\$ (1,168,665)
BUDGET VS ACTUAL PERFORMANCE											
FY 2016-17 Budget											
Operating revenues - Budget	\$ 6,270,000	\$ 6,859,300	\$ 190,150	\$ 209,600	\$ 160,100	\$ 353,050	\$ 207,200	\$ -	\$ 68,000	\$ -	\$ 14,317,400
Operating revenues - Actuals	3,165,175	985,915	97,537	67,721	83,814	27,223	50,137	-	66,522	-	4,544,044
Actuals greater/(Less) than budget	(3,104,825)	(5,873,385)	(92,613)	(141,879)	(76,286)	(325,827)	(157,063)	-	(1,478)	-	(9,773,356)
	50%	14%	51%	32%	52%	8%	24%		98%	#DIV/0!	32%
Operating expenses - Budget	2,738,000	1,218,300	215,700	260,300	492,900	263,400	283,700	399,700	647,350	2,895,700	9,415,050
Operating expenses - Actuals	842,201	635,766	101,989	119,263	217,431	125,930	136,835	133,890	255,071	483,570	3,051,946
Actuals (greater)/Less than budget	1,895,799	582,534	113,711	141,037	275,469	137,470	146,865	265,810	392,279	2,412,130	6,363,104
	31%	52%	47%	46%	44%	48%	48%		39%	17%	32%
Other Resources - Budget	71,000	1,443,950	-	-	21,700	16,050	1,057,300	66,000	500	8,500	2,685,000
Other Resources - Actuals	-	89,854	-	850	-	7,050	-	83,219	1,204	10,685	192,862
Actuals greater/(Less) than budget	(71,000)	(1,354,096)	-	850	(21,700)	(9,000)	(1,057,300)	17,219	704	2,185	(2,492,138)
Other (Uses) - Budget	457,000	7,819,800	124,000	45,000	223,000	224,500	1,606,300	84,000	-	1,235,000	\$ 11,818,600
Other (Uses) - Actuals	113,781	2,077,138	35,090	82,446	48,627	79,560	144,638	48,374	-	556,292	\$ 3,185,947
Actuals (greater)/Less than budget	343,219	5,742,662	88,910	(37,446)	174,373	144,940	1,461,662	35,626	-	678,708	8,632,653
	25%	27%	28%	183%	22%	35%	9%	58%	#DIV/0!	45%	27%
Net Position - Budget vs Actuals	\$ (936,807)	\$ (902,285)	\$ 110,008	\$ (37,438)	\$ 351,856	\$ (52,417)	\$ 394,164	\$ 318,655	\$ 391,505	\$ 3,093,023	\$ 2,730,263



Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report

March 5, 2019

The following summarizes Bridge Replacement Project activities from Feb. 19-Mar. 4, 2019.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

Key Milestones to follow:

L138 - Agency Coordination Plan (3/26/19)

L145 - Invitation Letters to Agencies & Tribes (4/18/19)

L165 - Agency/Tribe Review of Environmental Methodologies (5/16/19)

L176 - Endangered Species Act (ESA) Coordination (11/20/20)

L183 - Sec. 106 National Historic Preservation Act (NHPA) Coordination (8/16/19)

L236 – Supplemental Draft EIS Publication Date (3/27/20)

L265 – FEIS/ROD Publication Date (12/9/20)

L299 – Footprint set for FEIS (6/10/20)

L351 – Confirm navigation clearance with USCG (7/19/19)

Navigation Impact Report

Included in your packet is a memo from WSP summarizing changes to the project scope, the biggest being an adjustment to the Navigation Impact Report. The USCG has been vigilant since the I-5 bridge process requiring a greater amount of user survey work. To accommodate the increase, engineering scope would be reduced. There were two smaller additional adjustments including the addition of WSP attending a Washington entities meeting and an extra Commission meeting. Since the EIS Working Group meetings are up and running and a total of two public open houses are scheduled and the public response to the survey has been positive, WSP does not see a need for convening additional stakeholder working groups. The Executive Director can approve interfund adjustments to the scope.

Other items

- WSP will be meeting with WSDOT to determine the level of involvement that the agency requires. Washington State Environmental Protection Act (SEPA) closely mirrors NEPA so there will not be an additional document.
- Meeting with Coast Guard and Army Corps on March 14th to discuss navigation issues.
- WSP attended PNWA's Regional Meeting on Feb. 26th to
- Made edits/comments on Draft Environmental Study Plan on Feb. 25.

- Made edits/comments on Draft APE Historic/Cultural Methodology Memo on Feb. 25.
- Monthly Project Team meeting on Feb. 20. Commissioner Everitt participated in the meeting.
- USCG Harbor Safety Meeting on March 13.

GOVERNMENT AFFAIRS UPDATE

The legislative transportation concept in Olympia that included references to the HRB replacement has been dropped into two bills: a revenue bill (SB 5971) and a spending bill (SB 5972). The HRB is referenced in Sec. 502 of SB 5972. Sen. King is a co-sponsor of the spending bill, but not of the revenue bill. What's important is that the HRB is listed as "significant".

Will attend and bring project boards to *Gorge-ous Night* events in Salem (March 6th) and Olympia (March 19th).

Staff is producing a one-page summary of the project to distribute during the PNWA Mission to Washington, March 16-21, 2019.

A \$10M federal appropriation request was submitted to congress by Hal Hiemstra for Post-NEPA Phase 2 work.

PUBLIC INFORMATION UPDATE

- EIS Working Group met on Feb. 21st. Tim Counihan attended representing the City of Hood River.
- March poster boards are up in White Salmon library
- Presenting to Hood River Rotary on April 18th.

BUDGET UPDATE

- January Invoice from WSP included in **packet**.
- The budget shared last month included \$252,000 for Government Agency Review, a sub-item of Professional Services-Other Studies. The line item is made up of the following anticipated expenditures:
 - ODOT..... \$160,000
 - WSDOT \$50,000
 - USACE..... \$7,000
 - Other \$35,000

The overall project contingency still stands at \$315,000.



MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Angela Findley, WSP
SUBJECT: Budget Reallocation for Additional Work – US Coast Guard Permit Coordination
DATE: February 27, 2019

A change in scope and budget for Task 8.3 US Coast Guard Permit Coordination is requested to address additional effort to obtain a preliminary determination on the navigation clearance for the replacement bridge.

Original Contracted Scope/Budget Assumptions for Task 8.3.1:

- An update to the 2011 River User Survey would be sufficient to confirm the navigation clearance identified in the Bridge Type, Size and Location Report.
- No more than 12 telephone surveys would be conducted.
- A summary memo would be prepared to report findings of the telephone interviews
- Budget: 58 hours, \$8,595

Need for the Change: Conversations were held with the USCG in October-December 2018 to clarify information that the USCG would need to make a preliminary determination on the navigation clearance for the replacement bridge. The USCG referenced the Bridge Permit Application Guidelines (BPAG), which includes a comprehensive Navigation Impact Report to document vessel specifics from commercial, recreational and governmental river users; navigation trip data; marine facility and development information; and waterway/hydraulics data. Much of the vessel and navigation trip data is obtained through broad surveys sent to all potential river users and marine facility owners upstream and downstream of the project. Data is requested for current river use as well as anticipated future use. The data is reported out in the Navigation Impact Report. This report is a substantially greater effort than the telephone survey update to the 2011 River User Survey that WSP had original scoped.

Revised Scope/Budget Assumptions for Task 8.3.1:

- See following pages for the replacement task scope
- Budget: 680 hours, \$95,813

Other Tasks with Additional Work:

- Task 2.1 – Public Involvement presentation to Port Commission on October 16, 2018
- Task 2.6 – Participation/attendance at Port/Washington entities meeting on August 16, 2018



REQUEST: Reallocate budget across tasks to have no change in total contract value:

Task	Action	Amount
Task 2.1 Public Involvement Plan and Task Coordination	Add scope and budget	\$1,000
Task 2.6 Bridge Replacement Advisory Committee	Add scope and budget	\$1,208
Task 2.7 Stakeholder Working Groups	Delete scope and budget	(\$7,826)
Task 6.5 Civil Engineering	Reduce effort and budget	(\$6,382)
Task 6.6 Bridge Engineering	Reduce effort and budget	(\$40,000)
Task 8.3.1 Navigation Survey	Add scope and budget	\$87,218
Task 8.3.2 Bridge Permit Pre-Application Coordination	Reduce budget	(\$35,218)
Total Budget Change		\$0

Approved by Port of Hood River:

Michael McElwee, Executive Director

Date



Task 8.3 US Coast Guard Permit

Consultant will prepare a Navigation Impact Report pursuant to Appendix A of the USCG Bridge Permit Application Guide (COMMANDANT PUBLICATION P16591.3D). The Navigation Impact Report is necessary to obtain a Preliminary Navigational Clearance Determination from the USCG which will provide a level of certainty to the navigational clearance for the project. The Navigation Impact Report will be prepared in coordination with the USCG and USACE.

Task 8.3.1 Navigation Impact Report - \$95,813

Task 8.3.1.1 Agency Coordination - \$3,378

The USCG guidance specifies that prior to preparing a Navigation Impact Report that the USCG should be contacted to confirm the data required. In this task the Consultant will prepare an outline of the Navigation Impact Report including details on what data will be acquired and/or used for each specific element of the report consistent with the assumed level of effort identified in this overall task. The Consultant will provide the outline for review and approval to the Port and then to the USCG for review. The Consultant will attend an up to 2-hour teleconference with the USCG to review the outline and gain feedback on any changes that should be made.

In addition, to gain guidance and input on navigation issues that should be addressed in the Navigation Impact Report, the Consultant will conduct teleconferences with the Sector Columbia River USCG Columbia River Captain of the Port and Marine Safety Unit to explain the project and receive initial feedback on contents.

Assumptions

- The Port will provide one set of comments on the outline.
- The USCG will not have significant changes to the outline.
- The USCG will work with the Consultant and the Port to publish appropriate notices to alert the navigation community and gain initial feedback on items that need to be addressed.

Deliverables

- Draft and Final Navigation Impact Report Outline and Methodology
- Summary meeting notes

8.3.1.2 Governing bridges, aerial structure data collection and reporting - \$6,883

The Consultant will review published data on the Columbia River system to identify and present the governing bridge(s) and aerial structure(s) on the waterway and document findings for the Navigation Impact Report. A table will be developed that includes all bridges and other limitations on clearance (i.e. overhead powers lines, lock structures) both upstream (assumed to be the railroad bridge at Celilo and downstream of the proposed bridge site (assumed to be the Bridge of the Gods at Cascade Locks) and the existing horizontal and vertical clearances to determine the existing minimum horizontal and vertical clearances (including overhead transmission line clearances) of the waterway. The proposed bridge will be evaluated in this context to determine whether the proposed bridge opening will be a controlling factor on horizontal or vertical clearance in the waterway.



Assumptions

- Information will be obtained by published sources. No surveys will be conducted to confirm clearances.

Section 8.3.1.3 Waterway Characteristics - \$6,868

This section of the Navigation Impact Report will address the waterway characteristics including currents, waterway velocity, water direction, and velocity fluctuations (seasonal, daily, hourly, etc.), that might affect navigation. This will include the following river characteristics; layout and geometry, width, depth, fluctuations in flows and water depth, channel and river alignment and other limiting factors within approximately ½ mile of the proposed bridge location. The Consultant will review available public information and information prepared for the project under other tasks (i.e. surveys) to complete this section of the Navigation Impact Report.

Assumptions

- Information will be obtained by published sources. No surveys will be conducted to confirm clearances.

Section 8.3.1.4 Federal Navigation Project - \$6,811

The USACE maintains and operates the federally authorized Columbia River – Vancouver to The Dalles navigation project which includes the section of the river that is the location of the proposed bridge. This section of the Navigation Impact Report will describe the Columbia River – Vancouver to The Dalles navigation project including downstream/upstream milepoints, depth, type of project, scope, status of project and other limiting factors. It will include whether a “design vessel” was used in planning the channel and if so details including whether the design vessel reviewed by the Coast Guard and the design vessel length, beam, draft and height of highest fixed point above the waterline.

Assumptions:

- The USACE and legislative authorization will be the primary source of data for this section

Section 8.3.1.5 Vessel Use - \$20,488

This section of the Navigation Impact Report will identify and characterize the current use of the waterway at the bridge location for vessels. Vessel use for each of the following categories will be addressed:

- Emergency, National Defense and Maintenance Activities – This includes vessels engaged in emergency activities (law enforcement, fire, rescue and other emergency response activities), national defense activities (USCG operations, U.S. Navy Puget Sound Naval Shipyard nuclear reactor transports to Hanford) and channel maintenance activities (USCG buoy tenders, USACE channel survey and dredging vessels).
- Recreation – This includes motor and sail vessels that transit the area for recreation purposes
- Commercial navigation and cargo vessels – This includes, tugs, barges, ships, cruise vessels, and marine contractor vessels

Bridge logs from the past 25 years will be reviewed and tabulated to identify and describe all vessels in the above categories that transited the bridge and required a bridge lift. For each vessel that required a lift the following information will be obtained:



- a. Name, registration/documentation numbers, owner contact information and primary mooring location;
- b. Vessel type, overall length, beam, draft and maximum air draft;
- c. Safety margin required when navigating the bridge opening including desired air gap;
- d. Transit frequencies, speeds and load configurations;
- e. Any specialized needs such as limited maneuverability or need for tug assist; and
- f. Plans for future operations;

This data will be obtained from available sources (if data is verifiable) and confirmed through contact with the vessel owner/operator to determine if the information remains accurate or has changed. If no data is available a River User Data Sheet will be provided to the vessel owner/operator to obtain the necessary information. Recreational vessels will be determined through bridge lifts and by contacting the marinas in Cascade Locks, Hood River and The Dalles to identify current vessels and vessel characteristics that could be impacted by the new bridge.

In addition, the Consultant will identify and contact the USCG, USACE, US Navy, marine contractors, tug services, cruise operators and other users of the waterway that could transit the proposed bridge location to identify whether additional or different vessels will need to transit the new bridge location for anticipated activities (i.e. major maintenance activities). It is not anticipated that formal survey of vessels will be needed to confirm vessel information.

Assumptions

- The Consultant will work with the USCG to publish notice in USCG and commercial publication to seek input on vessel use and future plans.
- Recreational marinas contacted will include Hood River, The Dalles and Cascade Locks.
- Activities above the railroad bridge at Celilo and below Bonneville Dam/Cascade Locks will not generally be considered.
- Not more than 50 vessels will require review and documentation.

Section 8.3.1.6 Commercial Cargo Movement - \$13,382

This section will document annual cargo movements (cargo types and quantities) that transit the river at the proposed bridge. Publicly available data will be used to identify and quantify the type and volume of cargo shipped on the river. This section will also address existing, proposed and planned activity up and downriver of the bridge site that could affect the type and volume of cargo utilizing the river and whether the proposed bridge opening would restrict future movements.

This section will document the foreseeable needs to future navigation, including input from waterway dependent facilities concerning future use, land use and zoning and other state, local or regional planning efforts, future vessel size and traffic trends, facilities and port based business plans. Marine facilities located within a 3-mile radius of the proposed project (public boat ramps, marinas or major docking facilities, boat repair facilities, etc) will be identified and evaluated to determine if the proposed bridge will block access of any vessel presently using local service facilities (i.e., repair shops, parts distributors, fuel stations).

Assumptions



- The Consultant will work with the USCG to publish notice in USCG and commercial publication to seek input on vessel use and future plans.
- Activities above the railroad bridge at Celilo and below Cascade Locks/Bonneville Dam will not generally be considered.
- Public Ports with access to the Columbia River with existing and potential navigation use in this section of the river will be contacted by phone and/or email/mail.
- Owners of industrial and/or port properties with access to the Columbia River will be contacted by phone and or email/mail.
- The locks at existing Columbia River dams present a significant controlling factor on vessel characteristics and will be a primary limiting factor discussed in this section.

Section 8.3.1.7 Impact Assessment - \$19,693

Based upon the information collected regarding waterway usage, bridge openings and the proposed bridge clearances an assessment of the impacts of the proposed bridge on the existing and future waterway usage will be completed. Impacts will consider the ability of vessels to transit the proposed bridge opening without modification to the vessels, if vessel height can be modified temporarily to make the transit (i.e. lowering antennas), if vessels can be modified permanently and who will make and pay for the modification, the percentage and type of transits that would be restricted and whether the bridge will affect the ability to conduct mission essential functions (for national defense and emergency operations).

For recreational vessels, impacts will consider the estimated percentage of the recreational fleet that may be affected by the proposed bridge through the inability to transit the opening or modify vessel height and whether the bridge will eliminate the access of these vessels to existing or planned commercial, water-oriented facilities (i.e., restaurants, shops, recreational areas, marinas, etc.) in the vicinity of the proposed bridge(s).

If a vessel will be impacted details of the vessel will be described consistent with the information collected in Task 8.3.1.5 above.

If the proposed bridge will impact vessel access to any facilities, the impact assessment will consider whether any of these facilities are considered critical infrastructure, key resources, or important/unique U.S. industrial capability (i.e., are these facilities unique or one of only a few of the type in the area) and whether the proposed clearances negatively affect those facilities and their customers. If access is limited and impacts occur the economic impact of loss of access will be considered along with whether an alternative is available (including details).

The bridge will be located within one-half mile of a bend in the waterway. The bend will be described and an assessment made to determine if there is sufficient distance between the bridge(s) and the bend to allow proper vessel alignment for the safe, efficient passage of vessels through the proposed bridge. In addition, the presence of docks, anchorage areas, and other similar facilities located within one-half mile of the proposed bridge will be evaluated to determine if the bridge would create hazardous passage through the proposed structure or use of these areas.

Local hydraulic conditions (i.e., wave chop, cross currents, shoals, etc.), atmospheric conditions (i.e., strong, prevailing winds, etc.) and manmade conditions will be evaluated to determine if they will increase the hazard of passage through the proposed bridge. Conditions will be described as well as any needed



mitigation measures that are necessary and why. The primary source of information will be vessel operators and the USCG including incident reports on the existing bridge.

Guidance clearances published by the USCG will be evaluated. The proposed bridge opening is less than the published guide clearances. The specific guide clearances will be discussed and the factors justifying deviation from these guide clearances. Impacts on the Columbia River – Vancouver to the Dalles federal navigation project will be evaluated. Factors will include whether the bridge provide the horizontal and vertical clearances necessary for the safe, efficient passage of the vessel for which the navigation project was designed. If the bridge would restrict passage, consideration will be given to whether there are feasible modifications to the vessel that can be completed in considering of costs of constructing and operation. Consideration will also be given to projected changes in waterway usage based upon anticipated waterway improvement projects and whether the USACE can continue to transit the bridge in the Federal project channel.

Impacts to navigation during construction will also be assessed. This will include the period when two structures are in place, construction techniques, the presence of construction craft, and the necessary formwork or other construction features that may result in reduced clearances during construction.

The Hood River Marina is considered a harbor of refuge for small craft. The effects of the bridge on access to the marina will be considered. If impacts are anticipated they will be described and mitigation identified if appropriate.

Assumptions

- There are no alternate routes available and none will not be considered in the impact assessment.
- It is not anticipated that significant numbers of vessels will be impacted by the proposed bridge such that economic effects would result and an analysis of economic impacts, which is not included.

Task 8.3.1.8 Draft and Final Navigation Impact Report - \$18,310

The technical efforts identified in Tasks 8.3.1.1 through 8.3.1.7 will be compiled into a single Navigation Impact Report including appropriate graphics. A draft version will be completed for review by the Port. A second draft will be prepared based on Port comments for submittal and review by the USACE and USCG. A final version will be prepared based on USACE and USCG input for final submittal.

Assumptions

- The Navigation Impact Report will be provided electronically for all drafts.
- Comments from the Port, USCG and USACE will be predominately editorial in nature or related to the impact assessment and will not result in the need for additional data collection to address.

Deliverables.

- Port Draft, Agency Draft and Final Navigation Impact Report

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Hood River Bridge Replacement Project

Task 8.3 US Coast Guard Permit Coordination

		WSP			BergerABAM			Total		
		Hours	Budget	Expenses	Hours	Budget	Expenses	Hours	Budget	Expenses
Original Budget	8.3.1 Navigation Survey	6	\$ 1,046	\$ -	52	\$ 7,549	\$ -	58	\$ 8,595	\$ -
	8.3.2 Bridge Permit Pre-App Coordination	228	\$ 53,609	\$ 5,841	8	\$ 1,727	\$ 185	236	\$ 55,336	\$ 6,026
	Subtotal	234	\$ 54,655	\$ 5,841	60	\$ 9,276	\$ 185	294	\$ 63,931	\$ 6,026
				\$ 60,496			\$ 9,461			\$ 69,957
New Budget	8.3.1 Navigation Survey	60	\$ 11,232	\$ 55	620	\$ 84,151	\$ 375	680	\$ 95,383	\$ 430
	8.3.2 Bridge Permit Pre-App Coordination	128	\$ 24,032	\$ 200	8	\$ 1,727	\$ 185	136	\$ 25,759	\$ 385
	Subtotal	188	\$ 35,264	\$ 255	628	\$ 85,878	\$ 560	816	\$ 121,142	\$ 815
				\$ 35,519			\$ 86,438			\$ 121,957
Change		(46)		\$ (24,977)	568		\$ 76,977	522		\$ 52,000

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Scope and Budget Change Log

Hood River Bridge Replacement

		Contract Budget	Change in Budget	Amended Budget	Change in Scope
0	Direct Expenses	\$277,125.00	\$0.00	\$277,125.00	
DE	Direct Expenses	\$277,125.00		\$277,125.00	
1	PROJECT MANAGEMENT	\$382,625.00	\$0.00	\$382,625.00	
1.1	Project Management and Coordination	\$277,955.00		\$277,955.00	
1.2	Client Progress Meetings	\$68,105.00		\$68,105.00	
1.3	Consultant Team Coordination Meetings	\$26,773.00		\$26,773.00	
1.4	Change Control	\$8,074.00		\$8,074.00	
1.5	Risk Management	\$1,718.00		\$1,718.00	
2	Public Involvement	\$283,620.00	(\$5,618.14)	\$278,001.86	
2.1	Public Involvement Plan and Task Coordination	\$40,553.00	\$1,000.00	\$41,553.00	10/16/2018: Anne presented at Commission meeting
2.2	Stakeholder Interviews	\$20,615.00		\$20,615.00	
2.3	Media Releases, Fact Sheets, and eNewsletters	\$16,257.00		\$16,257.00	
2.4	Social Media, Digital Ads and Videos	\$8,265.00		\$8,265.00	
2.5	Project Website Support	\$24,770.00		\$24,770.00	
2.6	Bridge Replacement Advisory Committee	\$57,360.00	\$1,207.86	\$58,567.86	8/16/2018: Angela attended WA entities meeting
2.7	Stakeholder Working Groups	\$7,826.00	(\$7,826.00)	\$0.00	2/27/2019: propose to delete this task.
2.8	Public Open Houses	\$52,321.00		\$52,321.00	
2.9	Public Comments	\$10,776.00		\$10,776.00	
2.10	Community Outreach Events	\$19,482.00		\$19,482.00	
2.11	Environmental Justice	\$16,961.00		\$16,961.00	
2.12	Status Reports	\$8,434.00		\$8,434.00	
3	Project Delivery Coordination	\$19,440.00	\$0.00	\$19,440.00	
3.1	Project Delivery Coordination	\$19,440.00		\$19,440.00	
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	
4.1	Tolling/Revenue Coordination	\$0.00		\$0.00	
5	Environmental	\$1,046,102.00	\$0.00	\$1,046,102.00	
5.1	Environmental Study Plan and Coordination	\$38,626.00		\$38,626.00	
5.2	Agency Coordination	\$115,512.00		\$115,512.00	
5.3	Methodology Memoranda	\$28,246.00		\$28,246.00	
5.4	Technical Report, Technical Memorandum, and Study Updates	\$266,994.00		\$266,994.00	
5.5	ESA Section 7 Compliance	\$33,681.00		\$33,681.00	
5.6	Cultural / NHPA Section 106 Compliance	\$94,111.00		\$94,111.00	
5.7	Section 4(f)/Section 6(f)	\$21,595.00		\$21,595.00	
5.8	Draft EIS Re-Evaluation	\$48,384.00		\$48,384.00	
5.9	Supplemental Draft EIS	\$165,337.00		\$165,337.00	
5.10	Responses to Comments on the 2003 Draft EIS and Supplemental DEIS	\$76,199.00		\$76,199.00	
5.11	Mitigation Plan	\$25,668.00		\$25,668.00	
5.12	Final EIS	\$95,877.00		\$95,877.00	
5.13	Record of Decision, Notice of Availability, and Statute of Limitations	\$29,562.00		\$29,562.00	
5.14	Administrative Record	\$6,310.00		\$6,310.00	
6	Engineering	\$836,578.00	(\$46,381.86)	\$790,196.14	
6.1	Engineering Coordination	\$147,696.00		\$147,696.00	
6.2	Land Survey	\$14,740.00		\$14,740.00	
6.3	Geotechnical	\$174,924.00		\$174,924.00	
6.4	Hydraulics	\$30,851.00		\$30,851.00	
6.5	Civil	\$163,881.00	(\$6,381.86)	\$157,499.14	2/27/2019: propose to reduce scope in this task.
6.6	Bridge	\$190,796.00	(\$40,000.00)	\$150,796.00	2/27/2019: propose to reduce scope in this task.
6.7	Wind Analysis	\$0.00		\$0.00	
6.8	Architecture and Simulations	\$73,695.00		\$73,695.00	
6.9	Cost Estimating	\$39,995.00		\$39,995.00	
7	Transportation	\$153,962.00	\$0.00	\$153,962.00	
7.1	Methodology Memorandum	\$12,930.00		\$12,930.00	
7.2	Data Review and Collection	\$15,760.00		\$15,760.00	
7.3	Existing and Future No Build Conditions Update	\$42,275.00		\$42,275.00	
7.4	Build Alternatives Analysis Update	\$29,116.00		\$29,116.00	
7.5	Transportation Technical Report	\$28,629.00		\$28,629.00	
7.6	Tolling/Revenue Coordination	\$25,252.00		\$25,252.00	
8	Permit Assistance	\$148,548.00	\$52,000.00	\$200,548.00	
8.1	Permit Plan and Coordination	\$27,552.00		\$27,552.00	
8.2	In-water Permits for Geotechnical Investigations	\$17,201.00		\$17,201.00	
8.3	US Coast Guard Permit	\$63,931.00	\$52,000.00	\$115,931.00	12/1/2018: Increased effort for Navigation Impact Report
8.4	Columbia River Gorge National Scenic Area (NSA) Permit	\$16,700.00		\$16,700.00	
8.5	U.S. Army Corp of Engineers Permits	\$23,164.00		\$23,164.00	
8.6	Washington State Permits – Reserved	\$0.00		\$0.00	
8.7	Oregon State Permits – Reserved	\$0.00		\$0.00	
8.8	Washington Local Agency Permits (City of White Salmon)	\$0.00		\$0.00	
8.9	Oregon Local Agency Permits	\$0.00		\$0.00	
Totals		\$3,148,000.00	\$0.00	\$3,148,000.00	

Pending reallocation

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**INVOICE**

WSP USA
851 SW 6TH AVE
SUITE 1600
PORTLAND, OR 97204
503-478-2800
503-274-1412

KEVIN GREENWOOD
PORT OF HOOD RIVER
1000 EAST PORT MARINA DRIVE
HOOD RIVER, OR 97031

Invoice Date: February 26, 2019
Invoice No: 848117
Project No: 80550A

Company Legal Name: WSP USA Inc.
Company Tax ID: 11-1531569

Project Manager: Angela Findley
Project: 80550A Hood River Bridge Replacement
Customer Order No: 2018-01
Invoice Description: Invoice 06 PE 31Jan19

Services provided from January 01, 2019 to January 31, 2019**Summary of Costs
by Top Task**

Task Number	Task Name	Contract Value	Current Invoice	Previously Billed	Total Billed To Date	Contract Balance	Percent Invoiced	Physical % Complete
0	Direct Expenses	\$277,125.00	\$194.18	\$4,220.75	\$4,414.93	\$272,710.07	1.59%	3.00%
1	Project Management	\$382,625.00	\$12,882.96	\$76,238.36	\$89,121.32	\$293,503.68	23.29%	21.05%
2	Public Involvement	\$283,620.00	\$11,042.43	\$81,624.54	\$92,666.97	\$190,953.03	32.67%	36.95%
3	Project Delivery Coordination	\$19,440.00	\$0.00	\$0.00	\$0.00	\$19,440.00	0.00%	0.00%
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
5	Environmental	\$1,046,102.00	\$18,490.91	\$71,510.30	\$90,001.21	\$956,100.79	8.60%	9.47%
6	Engineering	\$836,578.00	\$18,666.51	\$9,339.34	\$28,005.85	\$808,572.15	3.35%	3.54%
7	Transportation	\$153,962.00	\$21,580.13	\$27,433.18	\$49,013.31	\$104,948.69	31.83%	37.81%
8	Permit Assistance	\$148,548.00	\$9,281.73	\$23,259.15	\$32,540.88	\$116,007.12	21.91%	21.12%
Totals		\$3,148,000.00	\$92,138.85	\$293,625.62	\$385,764.47	\$2,762,235.53	12.25%	13.08%

I hereby certify that the charges invoiced are true and correct and include only such charges as were directly incurred in the performance of the work on the project, have not been previously submitted, and are in accordance with the terms and conditions of the Agreement.

Angela Findley
Project Manager

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February 26, 2019

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

Subject: Hood River Bridge Replacement Project – Environmental Studies, Design and Permitting
Contract No. 2018-01
Progress Report #6: January 1, 2019-January 31, 2019

Dear Mr. Greenwood:

This progress report summarizes the services performed during this reporting period, issues encountered, and decisions or actions pending for all active tasks. The enclosed invoice includes details on all labor and expense billings. A set of charts are also provided to compare project budget to actual costs by major tasks.

I. Major services performed during this period:

- Conducted targeted outreach in the local communities
- Reached agreement with FHWA and ODOT on the level of NEPA documentation
- Completed the preliminary design footprint to support the environmental analysis
- Please see following table for detailed progress summary by task

II. Issues encountered:

- None.

III. Decisions or actions pending:

- Preparing for the navigation impact survey to confirm the navigation clearance for the new bridge; expect a preliminary determination from the USCG by July.

Sincerely,

WSP USA, Inc.

A handwritten signature in blue ink that reads "Angela J. Findley". The signature is written in a cursive style.

Angela J. Findley, PMP
Project Manager

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Detailed Progress Summary by Task
Work Performed: January 1-31, 2019

TASK 1. PROJECT MANAGEMENT

1.1 Project Management and Coordination

Work Performed this Month:

- Coordinated with Port and project team.
- Updated the detailed and overview project schedule.

Work Scheduled for Next Month:

- Continue coordination with Port and project team.
- Develop a project change log to capture scope and budget changes.
- Re-baseline the schedule and projected monthly costs.

1.2 Client Progress Meetings

Work Performed this Month:

- Prepared for and facilitated a client progress meeting on January 18.
- Prepared and distributed the action items log.

Work Scheduled for Next Month:

- Prepare for and facilitate client progress meeting on February 21.

1.3 Consultant Team Meetings

Work Performed this Month:

- Prepared for and facilitated a consultant team meeting with project task leads on January 10 and January 24.

Work Scheduled for Next Month:

- Prepare for and facilitate Consultant team meeting on February 14 and February 28.

1.4 Change Control (Task has not started)

1.5 Risk Management

Work Performed this Month:

- No activity this period.

Work Scheduled for Next Month:

- Update Risk Management Plan as needed.

TASK 2. PUBLIC INVOLVEMENT

2.1 Public Involvement Plan and Task Coordination

- *Work Performed this Month:*

- Coordinated with Port and Consultant team to implement the Public Involvement Plan.

Work Scheduled for Next Month:

- Continue coordinating with Port and Consultant team to implement the Public Involvement Plan.

Detailed Progress Summary by Task
Work Performed: January 1-31, 2019

2.2 Stakeholder Interviews – Task Complete

2.3 Media Releases, Fact Sheets and eNewsletters

Work Performed this Month:

- No activity.

Work Scheduled for Next Month:

- No activity planned.

2.4 Social Media, Digital Ads and Videos

Work Performed this Month:

- Prepared social media content to announce closing of the on-line survey.

Work Scheduled for Next Month:

- Coordinate with Port on social media content as needed.

2.5 Project Website Support

Work Performed this Month:

- Prepared and submitted website content to support closing the online survey.

Work Scheduled for Next Month:

- Coordinate with Port on website updates and troubleshooting.

2.6 Bridge Replacement Advisory Committee (now called the EIS Working Group)

Work Performed this Month:

- Began preparing for Working Group #2; coordinated with Port on date, initial outreach to members, and meeting content.

Work Scheduled for Next Month:

- Complete preparations, attend, and facilitate Working Group Meeting #2 on February 21.

2.7 Stakeholder Working Group

Work Performed this Month:

- No activity.

Work Scheduled for Next Month:

- No activity planned.

2.8 Public Open Houses

Work Performed this Month:

- Began summarizing comments; developed an outline for comment report, entered data from paper surveys, and exported/reviewed survey data to provide an interim report to the Port Director.

Work Scheduled for Next Month:

- Finalize the community meeting summary.

Detailed Progress Summary by Task
Work Performed: January 1-31, 2019

2.9 Public Comments

Work Performed this Month:

- No activity.

Work Scheduled for Next Month:

- Update the mailing list to include community meeting attendees.

2.10 Community Outreach Events

Work Performed this Month:

- Completed preparation of materials and hosted two community outreach events (tabling at Hood River Wal-Mart and White Salmon Harvest Market).
- Prepared draft summary of event.

Work Scheduled for Next Month:

- Prepare final summary of event.

2.11 Environmental Justice

Work Performed this Month:

- Completed preparation of materials and attended first EJ event (Latinos en Accion leadership meeting).

Work Scheduled for Next Month:

- Prepare final summary of event.

2.12 Status Reports

Work Performed this Month:

- Prepared and submitted a final January/February status report on January 14.

Work Scheduled for Next Month:

- Prepare the March status report.

TASK 5. ENVIRONMENTAL

5.1 Environmental Study Plan and Coordination

Work Performed this Month:

- Coordinated with environmental team and other leads to progress environmental tasks

Work Scheduled for Next Month:

- Continue coordination with environmental team and other disciplines

5.2 Agency Coordination

Work Performed this Month:

- Attended and facilitated a kick-off meeting with WSDOT on January 3
- Attended and facilitated a tribal coordination meeting with ODOT, Port and Akana on January 10
- Attended and facilitated a follow-up meeting with FHWA, ODOT and the Port on January 18

Detailed Progress Summary by Task
Work Performed: January 1-31, 2019

- Prepared draft meeting notes for the WSDOT, tribal coordination, and FHWA/ODOT meetings

Work Scheduled for Next Month:

- Revise the charter for FHWA, ODOT, Port and WSP roles/responsibilities in delivering NEPA per comments received.
- Finalize the meeting notes for the WSDOT, tribal coordination, and FHWA/ODOT meetings
- Complete the draft Environmental Study Plan; submit for Port and ODOT review
- Complete the draft Agency Coordination Plan; submit for Port and ODOT review
- Hold a follow-up meeting with WSDOT Environmental on February 27

5.3 Methodology Memoranda

Work Performed this Month:

- Completed preparations for the methodology memoranda effort; created document template; began graphics

Work Scheduled for Next Month:

- Begin preparing methodology memoranda

5.4 Technical Reports, Memoranda and Study Updates

Work Performed this Month:

- Continued to prepare existing conditions for the social/economics and visual technical reports.

Work Scheduled for Next Month:

- Hold a kick-off meeting for environmental technical specialists on February 8
- Begin preparing for technical work, developing data collection plans, conducting literature review.

5.5 ESA Section 7 Compliance (Task has not started)

5.6 Cultural/NHPA Section 106 Compliance

Work Performed this Month:

- No activity.

Work Scheduled for Next Month:

- Develop the Draft Area of Potential Effects (APE)/Methodology Memo for historic/cultural resources for Port and ODOT review.
- Begin developing State of Oregon Archaeological Permit Application.

5.7 Section 4(f)/Section 6(f) (Task has not started)

Detailed Progress Summary by Task
Work Performed: January 1-31, 2019

5.8 Draft EIS Re-Evaluation

Work Performed this Month:

- Began revisions to address FHWA, ODOT and Port comments.

Work Scheduled for Next Month:

- Finalize the Draft EIS Re-evaluation and submit to FHWA, ODOT and Port.

5.9 Supplemental Draft EIS (Task has not started)

5.10 Responses to Comments (Task has not started)

5.11 Mitigation Plan (Task has not started)

5.12 Final EIS (Task has not started)

5.13 Record of Decision (Task has not started)

5.14 Administrative Record (Task has not started)

TASK 6. ENGINEERING

6.1 Engineering Coordination

Work Performed this Month:

- Coordinated with Consultant team to support environmental, agency coordination and permitting tasks with design-related information.

Work Scheduled for Next Month:

- Continue providing design support to establish a design footprint for the environmental technical analysis

6.2 Land Survey

Work Performed this Month:

- Aerial targets were set on land for the flight for photogrammetry.

Work Scheduled for Next Month:

- Flight for photogrammetry (weather dependent), post processing of data for base map.

6.3 Geotechnical (Task has not started)

6.4 Hydraulics (Task has not started)

6.5 Civil

Work Performed this Month:

- Refined roadway temporary and permanent impact footprint.
- Refined stormwater temporary and permanent impact footprint.

Work Scheduled for Next Month:

- Update design standards, continue refinement as determined by Task 5

Detailed Progress Summary by Task
Work Performed: January 1-31, 2019

6.6 Bridge

Work Performed this Month:

- Refined Bridge temporary and permanent impact footprint.

Work Scheduled for Next Month:

- Update design standards, continue refinement as determined by Task 5

6.7 Reserved

6.8 Architecture and Simulations (Task has not started)

6.9 Cost Estimating (Task has not started)

TASK 7. TRANSPORTATION

7.1 Methodology Memorandum

Work Performed this Month:

- No activity.

Work Scheduled for Next Month:

- Finalize memo as part of the Transportation Report.

7.2 Data Review and Collection

Work Performed this Month:

- No activity.

Work Scheduled for Next Month:

- No activity planned.

7.3 Existing and Future No Build Conditions

Work Performed this Month:

- Completed developing the existing conditions.
- Continued developing future no build conditions.

Work Scheduled for Next Month:

- Complete analysis of future no build conditions.

7.4 Build Alternatives Analysis

Work Performed this Month:

- No activity.

Work Scheduled for Next Month:

- Begin developing the future build conditions.

7.5 Transportation Technical Report (Task has not started)

Detailed Progress Summary by Task
Work Performed: January 1-31, 2019

7.6 Tolling/Revenue Coordination

Work Performed this Month:

- No activity.

Work Scheduled for Next Month:

- Review and comment on Stantec report.

TASK 8. PERMIT ASSISTANCE

8.1 Permit Plan and Coordination

Work Performed this Month:

- Coordinated and attended meetings with the City of White Salmon, City of Hood River, and Hood River County to discuss applicable permits; updated permit plan.

Work Scheduled for Next Month:

- Continue meeting with state and local agencies.

8.2 In-water Permits for Geotechnical Investigations (Task has not started)

8.3 US Coast Guard Permit

Work Performed this Month:

- Prepared draft navigation survey materials and developed database for survey responses.
- Coordinated with Port to obtain additional bridge lift tickets and marine tenant information
- Began developing background information for the Navigation Impact Report

Work Scheduled for Next Month:

- Continue developing background information for the Navigation Impact Report.
- Initiate navigation survey.
- Coordinate with USCG to publish a survey notice in the Notice to Mariners.
- Schedule a joint meeting with USACE and USCG.

8.4 Columbia River Gorge NSA Permit

Work Performed this Month:

- Met with Columbia River Gorge staff on January 7 to discuss future permitting process; prepared summary of meeting.

Work Scheduled for Next Month:

- Schedule a follow-up meeting with Columbia River Gorge staff

8.5 US Army Corps of Engineers Permits

Work Performed this Month:

- No activity.

Work Scheduled for Next Month:

- Schedule a joint meeting with USACE and USCG.

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	A	L	S	T	AH	AV	BA	BB	BC
1	DRAFT								
2	BRIDGE REPLACEMENT PROJECT								
3	within the BRIDGE R&R FUND								
4	2/27/19 13:18								
5									
6	Completed	Adopted	Projection for		RESOURCES & REQUIREMENTS DESCRIPTION	FY 19-20	FY 20-21	FY 21-22	PROJECT TOTAL
7	Fiscal Year	Budget Fiscal	Fiscal Year			Proposed By	Proposed By	Proposed By	
8	2017-18	Year 2018-19	2018-19		Project Director	Project Director	Project Director		
9					RESOURCES				
10									
12	262,739	2,379,900	1,470,100		GRANT INCOME	2,300,000	966,161	1,000	5,000,000
21									
22	262,739	2,379,900	1,470,100		TOTAL RESOURCES	2,300,000	966,161	1,000	5,000,000
23									
24					REQUIREMENTS				
25									
26	66,170	203,900	160,100		PERSONAL SERVICES	180,000	134,830	0	541,100
31									
32	196,569	2,176,000	1,310,000		MATERIALS & SERVICE	1,895,000	741,300	1,000	4,143,869
33	0	1,651,000	1,082,700		Professional Services - NEPA (WSP USA Inc.)	1,481,000	584,300	0	3,148,000
43	142,017	80,000	51,500		Contracted Project Advisors	70,000	10,000	0	273,517
52	0	385,000	133,000		Professional Services - Other Studies	280,000	90,000	0	503,000
57	34,215	20,000	10,500		Legal	14,000	6,000	0	64,715
61	818	0	4,000		Other Project Items	20,000	26,000	1,000	51,818
66	19,519	40,000	28,300		Administrative - Reimbursements, Office Equipment, Services, S	30,000	25,000	0	102,819
72									
82	262,739	2,379,900	1,470,100		TOTAL EXPENSES	2,075,000	876,130	1,000	4,684,969
83									0
86	0	0	0		CONTINGENCY	225,000	90,031	0	315,031
87									0
90	262,739	2,379,900	1,470,100		TOTAL REQUIREMENTS	2,300,000	966,161	1,000	5,000,000

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Commission Memo



Prepared by: Michael McElwee
Date: March 5, 2019
Re: Executive Director Report

I will present my report verbally at the meeting.

RECOMMENDATION: Information.

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Mark's Marine is using the Cruise Ship Dock on their way up the river to perform repairs for another customer. They will be repairing our pilings that were damaged by the Queen of the West this past summer.

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Port of
Hood River

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Minutes

AIRPORT ADVISORY COMMITTEE

Thursday, February 21, 2019

At WAAAM – 4:00pm

Minutes approved from last meeting: 1st Doug Roby, 2nd Judy Newman

1. Airport Project updates- Anne Medenbach
 - a. Dirt move- nearly complete, contractor back in the Spring to finalize grading and fix road issues on Orchard.
 - Port held a meeting with Jeanette Road residents to go over COVI project on February 8. About 15 people attended and there were lots of good questions. They are mostly concerned about noise, vapors and construction impacts.
 - b. Environmental Assessment- Done
 - c. Wetland permitting- on submission 3 to DSL and USACE
 - d. Connect Oregon- plans to all agencies hoping for approval in March, bid at the end of March.
 - e. South Development – on hold indefinitely.
2. FBO update- Jaden
 - Fuel sales were up in January, down in February
 - Plow plan needs to be revised, Anne will send it to everyone for comment
 - 2 CFI in the Dalles and 4 in Hood River for Tailwheel
 - Booked courses through June
 - Tricycle gear in the Dalles only
 - Dallesport working on grass strip
 - Still on winter hours
3. WAAAM Update
 - Started fundraising for new expansion
4. Glider Update
 - Setting up mid-March, weather depending
 - Have 13 people signed up for ground school, 50% are kids
 - 50 members

Port of Hood River

Providing for the region's economic future.

5 tow pilots

5. Other items to discuss- CGCC is interested in starting an aviation mechanics program as well as pilot training. Wants to talk with WAAAM, port and glider club. Anne will follow up.

Commission Memo



Prepared by: Anne Medenbach
Date: March 5, 2019
Re: Pfriem Brewing Co., LLC, Lease
Addendum No. 3

Pfriem Brewing Co., LLC (“Pfriem”) has been a tenant in the Halyard building since 2012. Pfriem is in the midst of a business expansion plan wherein significant tenant-funded improvements are needed to accommodate their business.

Some of these improvements require additional power. Pacific Power, (“PP&L”) needs to install an additional transformer to meet those power needs and Pfriem has designed the connections to that transformer to bring it to the building. They will pay for those connections and all development costs associated with the project. As the owner of the building, the Port is the customer of PP&L, even though Pfriem uses the power and is the tenant. Therefore, the Port needs to sign the agreement with PP&L that a minimum amount of power will be used on the new service to pay back PP&L’s investment. That amount is approximately \$350 per month for five years. If \$350 worth of power is not used on the new transformer, then the Port is responsible to pay that difference.

In our current lease structure, the Tenant is responsible for all power usage costs. Therefore, this power usage will be passed through to Pfriem, just like their other power bills. This addendum memorializes that structure and refers to the PP&L/Port agreement for the transformer installation and minimum power usage. The PP&L agreement will become Exhibit B to the Lease Addendum, once executed.

Additionally, this Addendum memorializes the MOU that the Port and Pfriem executed in 2018 regarding off-site, but near parking for pFriem. The building improvements require additional exterior building space be converted from parking to other uses. To meet City requirements for parking, Pfriem must rent up to 26 parking spaces on Port-owned property to compensate for the loss at the Halyard building and additional parking needs for new employees. Additionally, this parking is flexible and can be transferred to a waterfront Port-owned parking structure or other location from what is shown as 2019 parking on the Exhibit A.

Port legal counsel may provide a revised copy of the Addendum, as legal review is not complete at time of printing. Any new version distributed at the meeting will have changes highlighted.

RECOMMENDATION: Approve Lease Addendum No. 3 with Pfriem Brewing Co., LLC. in the Halyard Building.

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THIRD AMENDMENT TO LEASE

Whereas: On February 2, 2015, Port of Hood River, an Oregon municipal corporation, as Lessor, and Pfriem Brewing Company, LLC, an Oregon limited liability company, as Lessee, entered a Lease of premises known as Tenant Space 101, 102 and 103 in the Halyard Building and an adjacent patio located 707 Portway Avenue, Hood River, Oregon (“Lease”); and,

Whereas, on June 30, 2015, Lessor and Lessee signed a First Amendment to Lease, which added an updated rent schedule for Suite 103, whereby Lessee agreed to pay a lease rate of \$0.95 per square foot to compensate for a 6-month rent delay; and

Whereas, on February 2, 2016, Lessor and Lessee signed a Second Amendment to Lease, which added Suite 104, totaling 4,774 square feet, to the Premises at a rental rate of \$0.94 per square foot, and;

Whereas, Lessee is completing significant tenant improvements to the leased premises to accommodate business and production expansion which will be entirely paid for by Lessee and be subject to the provisions of Section 7 of the Lease. Included in these improvements is installation of a Pacific Power transformer. Lessor has signed a contract with Pacific Corp, a copy of which is attached hereto, to allow the installation and operation of the transformer to supply additional electricity to the leased premises. Lessee will pay all costs associated with the transformer installation, pay all costs for additional power used, and pay any other charges Lessor has agreed to pay to Pacific Power under the Lessor/Pacific Power contract. Electric utility bills will be paid by Lessor and provided to Lessee who will promptly reimburse Lessor for the entire amount Lessor has paid. The various Lessee improvements which will be done over a 3-year term will reduce available parking on the leased premises by 11 spaces. In addition, Lessee will be adding up to 15 employees that require parking, and;

Whereas, on December 21, 2018, Lessor and Lessee signed a Memorandum of Understanding which describes responsibilities of both parties to facilitate the afore mentioned expansion and the provision of additional paid parking spaces on Lessor owned property, and;

Whereas, Lessee has paid in full the existing personal debts described in Section 2 of the Lease; and,

Therefore, the parties agree as follows:

1. Lessor will immediately provide 11 paved parking spaces for use by Lessee nearby, offsite to the leased premises shown on attached Exhibit A, titled “2019 parking” (“2019 Parking”).
2. Lessor will provide up to 15 additional paved parking spaces as needed by Lessee after receiving a written request from Lessee to provide additional parking spaces nearby, offsite of the leased premises shown on attached Exhibit A, titled “Additional Parking” (“Additional Parking”).

3. All parking spaces provided to Lessee by Lessor may be withdrawn by Lessor and relocated to other Lessor owned properties located at the Hood River Waterfront, in Lessor’s discretion. The Hood River Waterfront is defined as the area located north of I-84, south of the Columbia river, west of the Hood River and east of the termination of the Portway Avenue pavement. No Lessor parking space relocation will occur unless Lessor has given Lessee at least 30 days prior written-notice, describing parking space locations withdrawn and new, substituted parking space locations.
4. Parking spaces provided to Lessee in accordance with this Third Amendment to Lease may be moved to a Port owned or leased parking structure on the Hood River Waterfront, as well as to surface parking areas.
5. All parking spaces provided by Lessor to Lessee will be charged to Lessee at \$35.00 per month per space. All parking space charges are subject to review by Lessor. Lessor may in Lessor’s discretion impose parking space rate increases payable by Lessee based on Lessor’s review of parking space market conditions in the vicinity and Lessor’s determination of a reasonable market rate.
6. The parking space charges payable by Lessee shall be considered as additional rent under the Lease.
7. Lessee’s payment for the 2019 Parking will begin on the first day of the month following the month this Amendment is signed. Lessee’s payment for Additional Parking shall commence on the first day of the month after Lessee requests Additional Parking spaces. After a parking space charge is imposed by Lessor the parking space charge, whether at the original parking location or at a new parking location, shall continue during the remainder of the Lease term and all subsequent Lease renewals.
8. The Recitals above are incorporated as part of this agreement.

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

Lessee, Pfriem Brewing Company, LLC

Lessor, Port of Hood River

By: _____
 Kenneth Stephen Whiteman
 General Manager
 Date _____

By: _____
 Michael S. McElwee
 Executive Director
 Date _____

Exhibit A



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(OR Apr2018- NoRfnd)
Account #:25980851
Service ID #:387661009
Monthly

Kymer Wofford
C/C: 11211
Request #: 6612955
Contract #:

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
PACIFIC POWER
and
PORT OF HOOD RIVER**

This General Service Contract ("Contract"), dated January 28, 2019, is between PacifiCorp, doing business as Pacific Power ("Company"), and **Port of Hood River** ("Customer"), for electric service for Customer's brewery (chiller) operation at or near 707 Portway, Hood River, Oregon.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Oregon Public Utility Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 163 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$23,279.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance") in the amount of \$0.00, of which the Customer has paid \$0.00 for engineering, design, or other advance payment for Company's facilities. **The balance due is \$0.00.**
4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the

greater of: (1) the **Customer's monthly bill**; or, (2) \$325.91 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 28 and superseding schedules.

5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;
 - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
 - d) Comply with all of Company's tariffs, procedures, specifications and requirements.
8. **Special Provisions:** None
9. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric

Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

- 10. Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the

event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information.** Upon the Company's request, Customer shall submit its year-end financial statements to the Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as the Company may reasonably request from time to time in furtherance of the purposes of this Contract. Such information shall be deemed confidential. The Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.
13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts executed in and to be wholly performed in Oregon by persons domiciled in the State of Oregon. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Oregon, or state courts of the State of Oregon, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.
15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the

collection or enforcement of any judgment or award entered or made in such suit or action.

17. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

PORT OF HOOD RIVER

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

ATTENTION OF

1000 E Port Marina Dr.
ADDRESS

Hood River, OR 97031
CITY, STATE, ZIP

PACIFIC POWER

By _____
signature

Milt Buker Manager
NAME (type or print legibly) TITLE

DATE

Pacific Power's Mailing Address for Executed Contract

1290 Tucker Rd.
ADDRESS

Hood River, OR 97031
CITY, STATE, ZIP



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Commission Memo



Prepared by: Michael McElwee
Date: March 5, 2019
Re: ODOT IGA – I-84 Bridge Replacement

The Oregon Department of Transportation (“ODOT”) is planning a multi-year construction project to replace the I-84 bridge over the Hood River. The work is expected to start in late 2019 and be completed by 2022. ODOT staff and construction contractors will need to cross Port property for construction access. Such access will occur primarily off Port Marina Way on the east and the Spit Road on the west side of the Hood River. The same access routes will also serve as a temporary ped/bike route during construction.

This is a significant project and will replace an aging and seismically deficient portion of I-84. The primary issue for the Port is the possibility of damage to access routes on Port property and that they are restored to their existing condition when construction is complete. Language is included in the attached Inter-Governmental Agreement to address this possibility.

RECOMMENDATION: Authorize Inter-Governmental Agreement with the Oregon Department of Transportation providing access for the I-84 Bridge Replacement Project.

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INTERGOVERNMENTAL AGREEMENT
I-84: Hood River eastbound and westbound bridges
Port of Hood River

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the PORT OF HOOD RIVER, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The Interstate 84, The Columbia River Highway, State Highway No. 2 is a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. The Interstate 84 (I-84) Hood River Bridge is located at MP 64.15 and crosses over the Hood River. The Waterfront Trail connects to pedestrian and bicycle facilities under the Hood River Bridge located on Interstate 84, State Right-of-Way. The Waterfront Trail is designated 4F by Federal Highways and is under the jurisdiction and control of the Agency.
4. Parties have agreed that State will utilize Port of Hood River property for access to construct the bridge deck replacement, resurfacing, storm water drainage facilities installation, and to provide bicycle and pedestrian access off I-84 to the existing Waterfront Trail during construction.

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

TERMS OF AGREEMENT

1. Under such authority, Agency agrees to allow the State to access Port of Hood River properties at specific locations, Tax Lots 03N10E250000100, 03N10E25DC07700, and 03N10E250000200, for the purpose of completing bridge deck replacement, resurfacing, and installation of storm water drainage facilities on the Interstate 84 (I-84) bridges over Hood River at MP 64.15, hereinafter referred to as the "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. Parties agree that in conjunction with the Project, State shall utilize Agency's property to construct a Temporary Pedestrian Access Route (TPAR) to detour bicycle and pedestrian traffic during construction.
3. The Parties agree to perform a joint inspection of Agency's property at specific locations Tax Lots 03N10E250000100, 03N10E25DC07700, and 03N10E250000200 prior to the commencement of

Port of Hood River/State
Agreement No. 33084

Project construction. Parties may use photographs and or written documentation of the general overall condition and any pre-existing damage to property; and to perform a subsequent joint inspection upon completion of the project to ensure property has been restored to its original condition.

4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project or three (3) calendar years following the date all required signatures are obtained, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency agrees to allow State entry on property Agency owns and controls within the Project location shown in attached Exhibit A for performance of State's duties and obligations as set forth in this agreement.
2. Agency acknowledges and agrees that all acts necessary to complete construction of the Project is being accomplished by State with concurrence and agreement of the Agency.
3. Agency is voluntarily allowing State use of their property for the Project.
4. Agency agrees to provide Keys to State's Project Manager for Bollards located at the connection of Nichols Road and the pedestrian path on Tax Lots 100 and 7700 prior to the start date of the construction.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
6. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
7. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
8. Agency's Project Manager for this Project is Michael McElwee, 1000 E. Port Marina Drive, Hood River, Oregon 97031, (541) 386-1138 mmcelwee@portofhoodriver.com, or assigned designee

Port of Hood River/State
Agreement No. 33084

upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall access Agency's Right of Way and jurisdiction for the purpose of completing the work as identified in TERMS OF AGREEMENT, Paragraph 1 above.
2. Upon completion of the Project, State agrees to repair any damage to Agency property identified in Exhibit A its pre-project condition, as describes in TERMS AND CONDITIONS, paragraph 3.
3. State will return Keys to Agency's Project Manager for Bollards located at the connection of Nichols Road and the pedestrian path on Tax Lot 100 & 7700, upon completion of this "Project"
4. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
5. State's Project Manager for this Project is Cari Charlton – ODOT Consultant Project Manager, 63055 N. Highway 97, Bldg. M, Bend, OR 97701-5765; Phone: (541) 388-6047; Email: Cari.charlton@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

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4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #19653) that was adopted by the Oregon Transportation Commission on July 21, 2017 (or subsequently by amendment to the STIP).

PORT OF HOOD RIVER, by and through
its appointed officials,

By _____
Executive Director

Date _____

APPROVED AS TO FORM

By _____
Counsel

Date _____

Agency Contact:

Michael McElwee
1000 E. Port Marina Drive,
Hood River, Oregon 97031
541-386-1138
mmcelwee@portofhoodriver.com

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 4 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 4 Right of Way Manager

Date _____

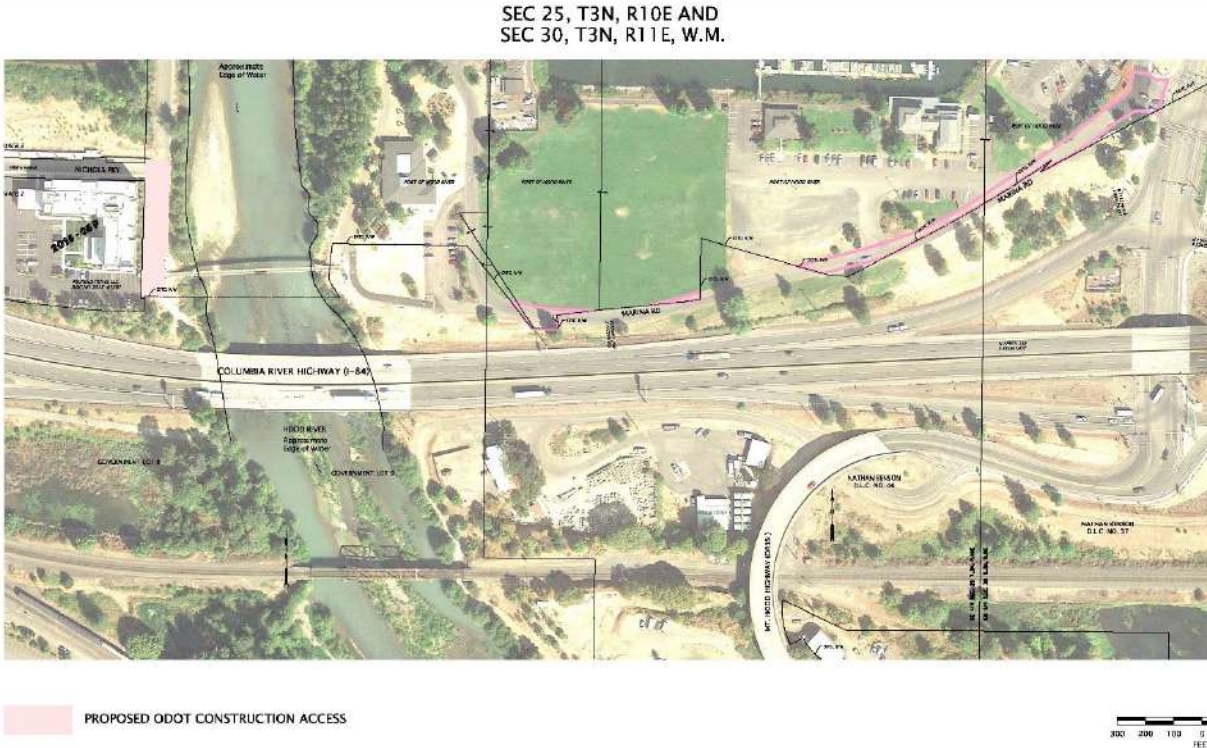
By _____
District 2C Manager


Date _____

State Contact:

Cari Charlton
ODOT Consultant Project Manager
63055 N. Highway 97, Bldg M
Bend OR, 97701-5765
(541) 388-6047
Cari.charlton@odot.state.or.us

EXHIBIT A



 <p>EXHIBIT "A" SKETCH MAP</p>	SECTION	<i>I-84: HOOD RIVER BRIDGE DECK REPLACEMENT</i>	SCALE	<i>1" = 300'</i>
	HIGHWAY	<i>COLUMBIA RIVER</i>	DATE	<i>JANUARY, 2019</i>
	COUNTY	<i>HOOD RIVER</i>		
	PURPOSE	<i>I.G.A. ODOT / PORT OF HOOD RIVER</i>		<i>I.G.A. # 33084, PORT OF HOOD RIVER</i>

1/24/2019