



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
October 17, 2017
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda

OPEN PUBLIC HEARING
2018 PROPOSED TOLL RATE INCREASE

2. Public Comment (5 minutes per person per subject; 30 minute limit)
3. Consent Agenda
 - a. Approve Minutes of October 3, 2017 Regular Session (*Jana Scoggins – Page 3*)
 - b. Approve Amendment No. 1 to Lease with Pfriem Brewing Company LLC in the Maritime Building (*Anne Medenbach – Page 7*)
 - c. Approve Amendment No. 4 to Lease with Big Winds LLC in the Jensen Building (*Anne Medenbach – Page 11*)
4. Reports, Presentations and Discussion Items
 - a. BreezeBy Customer Account Management Web Portal Demo and New Fulfillment Procedure (*Fred Kowell – Page 15*)
 - b. South Taxiway Project Update (*Anne Medenbach – Page 17*)
 - c. Non-Revenue Bridge Crossing Policy Update (*Michael McElwee – Page 19*)
5. Director's Report (*Michael McElwee – Page 23*)
6. Commissioner, Committee Reports
 - a. Airport Advisory Committee, September 28 (*Anne Medenbach – Page 43*)
7. Action Items
 - a. Approve Change Order #1 with Crestline Construction Not to Exceed \$18,886 for South Taxiway Project (*Anne Medenbach – Page 47*)
 - b. Approve Change Order #2 with Crestline Construction Not to Exceed \$21,925 for South Taxiway Project (*Anne Medenbach – Page 53*)
 - c. Approve Amendment #1 to MOU with Neal Creek Forest Products, LLC (*Anne Medenbach – Page 59*)
 - d. Approve Lease with Northwave, Inc. at the Jensen Building (*Anne Medenbach – Page 63*)
 - e. Approve Amendment #2 to Contract with Steve Siegel Consulting (*Michael McElwee – Page 73*)
8. Commission Call

CLOSE PUBLIC HEARING

9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation
10. Possible Action
11. Adjourn

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

The chair reserves the opportunity to change the order of the items if unforeseen circumstances arise. The Commission welcomes public comment on issues not on the agenda during the public comment period. With the exception of factual questions, the Commission does not immediately discuss issues raised during public comment. The Commission will either refer concerns raised during public comment to the Executive Director for a response or will request that the issue be placed on a future meeting

*agenda. People distributing copies of materials as part of their testimony should bring **10 copies**. Written comment on issues of concern may be submitted to the Port Office at any time.*

*Port of Hood River Commission
Meeting Minutes of October 3, 2017 Regular Session
Marina Center Boardroom
5:00 p.m.*

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

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

Present: Commissioners Hoby Streich, John Everitt, Brian Shortt, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Steve Carlson, Marcela Diaz, Jana Scoggins
Absent: Ben Sheppard
Media: None

1. CALL TO ORDER: President Streich called the meeting to order at 5:03 p.m.
a. Modifications, Additions to Agenda. Updated Hood River Interstate Bridge Toll Rates handout has been added to 4.e. Lease extension request for Gianino Marble and Granite Inc. has been added as an Action Item c. Michael McElwee, Executive Director, introduced Marcela Diaz as the new Office Specialist, who started on September 6 and provides customer service and administrative support in various Port operations.

2. PUBLIC COMMENT: None.

3. CONSENT AGENDA:
a. Approve Minutes of September 19, 2017 Regular Session.
b. Approve Lease Addendum No. 2 with Electronic Assemblers, Inc. for suite 402A in the Big 7 building.
Motion: Move to approve Consent Agenda.
Move: Shortt
Second: Everitt
Discussion: None
Vote: **Aye:** Streich, Everitt, Shortt, Meriwether **Absent:** Sheppard
MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:
a. MCEDD and Gorge Tech Alliance Update – Guests Jessica Metta and Amanda Hoey: Jessica Metta, Executive Director of the Gorge Technology Alliance (GTA), and Amanda Hoey, Executive Director of the Mid-Columbia Economic Development District (MCEDD) provided an update on the organizations’ activities and priorities for this year. The 2017 Comprehensive Economic Development Strategy (CEDS) prioritizes infrastructure, including the focus on the Hood River Interstate Bridge Replacement Project, as well as enhancing the retention and expansion of business in the region, strengthening the regional workforce and expanding innovation and supporting a thriving economy through diverse business opportunities.

b. IBTTA Conference Report: Fred Kowell, Chief Financial Officer, attended the International Bridge, Tunnel and Turnpike Association (IBTTA) annual meeting in Atlanta, GA on September 10-12. Kowell provided a brief report on the IBTTA worldwide activities related to tolling interoperability and global technology advancements that the IBTTA members are implementing to address the critical infrastructure and financing challenges of the 21st century.

c. Visitor Dock Upgrades Report: Steve Carlson, Waterfront Manager, provided a brief report on the upcoming two projects planned for the aging transient dock facilities and associated parking area. Carlson reported that staff seeks grant opportunities from the Oregon State Marine Board (OSMB) to provide partial funding for the improvements to the guest dock and ramp facilities. The first project falls under the OSMB’s Small Grant Program and involves reconfiguration of the island that directs incoming traffic into the boat launch parking area, and installation of an upgraded electrical system which currently does not have ground fault protection. The second project involves replacement and expansion of the transient docks which see heavy use and are

periodically at capacity. The docks were installed 45 years ago and representatives from the OSMB will be visiting the Port soon to advise staff and the Marina committee about the best course of action regarding the transient dock improvement.

d. Preliminary Financial Report for Fiscal Year 2016-2017: Fred Kowell, Chief Financial Officer, provided a preliminary financial report comparing the overall revenues vs. expenses for the Port, followed by the expenditures actuals vs. budget schedules. Kowell explained that with respect to the Revenue Fund, personnel services have favorable disparity due to recent staff turnover, and the capital outlay is below the budget in most areas due to seasonal nature of capital improvements. Bridge revenue is below budget for the first time in many years due to the past winter weather conditions and the recent Eagle Creek fire. Waterfront recreation had another outstanding year as revenues were above the budgeted amount. Overall, Kowell summarized that the preliminary financial review appears to reflect a slower year with regard to revenues than planned, but the unanticipated delays in our major capital improvement projects assisted in the cashflow for the Port.

e. Toll Increase Staff Recommendations: Genevieve Scholl, Communications & Special Project Manager, Michael McElwee and Fred Kowell presented public outreach tasks and a timeline for Commission consideration of a potential toll increase in 2018. Staff presented the recommended schedule of activities for public input, outreach and implementation, as well as a draft flyer that provides key information about the rationale for the increase and the dedication of derived revenue to the Bridge Repair & Replacement Fund. The Commission recommended implementing a third public meeting into the schedule to provide enough time for public input and to explain that tolls are the only source of the significant local match required for federal grant funding to ensure that the existing bridge is safe and operational while still focusing on the opportunity to replace the bridge.

5. EXECUTIVE DIRECTOR'S REPORT: Michael McElwee reported that the PNWA Annual Convention is happening on October 17 through 19, and Glen Hiemstra will join the Commissioners and staff during the fall future planning session on November 14 through November 15. McElwee attended the City Council meeting on September 25 to discuss the potential modifications to allowed commercial use thresholds on the waterfront. The Council decided to put this item on their upcoming planning retreat agenda. McElwee toured the new building under construction on the old Expo property and noted that their design and programming are very impressive. These buildings are nearly 100% pre-leased. Moreover, work on the South Taxiway project continues, generally on schedule. An underground storage tank containing crankcase oil was discovered in the work zone just south of the White Hangar and will be removed. Significant work on the auxiliary truss, lift control mechanism and strain gage testing will be occurring on the Bridge over the next several weeks likely resulting in some traffic impacts.

6. COMMISSIONER, COMMITTEE REPORT: None.

11. ADJOURN:

Motion: Motion to adjourn the meeting.
Move: Shortt
Second: Everitt
Discussion: None
Vote: **Aye:** Streich, Everitt, Shortt, Meriwether **Absent:** Sheppard
MOTION CARRIED

The meeting was adjourned at 8:27 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo



Prepared by: Anne Medenbach
Date: October 17, 2017
Re: Lease Amendment No. 1 - PFriem Brewing Company, LLC

pFriem Brewing Company, LLC currently leases 5,200 sf of warehouse space in the Maritime building. They share an entrance and space with CRG Freight. As part of their lease, pFriem was granted the ability to lease the CRG Freight space (1,000 sf) should CRG vacate before June 29, 2018, at the same term and rate as they would be then paying on their original square footage.

CRG will be vacating as of October 31' 2017 and pFriem would like to take that space. This amendment memorializes that move.

RECOMMENDATION: Approve Amendment No. 1 to Lease with pFriem Brewing Company, LLC for Suite 1 in the Maritime Building.

This page intentionally left blank.

FIRST AMENDMENT TO LEASE

Whereas: On May 25, 2016, 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 space in the Maritime building located 900 Portway Avenue, Hood River, Oregon ("Lease"); and,

Whereas, under Section 1 of the Lease Suite 1a is added to the Leased Premises if the Suite 1a tenant vacates that space before June 29, 2018 on the same Lease terms and for the same rental rate as the Lease, and the Suite 1a tenant has vacated Suite 1a, which will be available for Lessee to occupy on November 1, 2017;

Therefore, the parties agree that as of November 1, 2017, rent shall commence for and Lessee shall have the right to occupy Suite 1a consisting of 1,000 sf of warehouse space, and Suite 1a shall become part of the Leased Premises.

The table below shall be added to the paragraph 3 rental table in the Lease. The Suite 1a rental rate is the same as the current Lease rental rate, which has been increased by a CPI adjustment since Lease commencement.

<u>Rent commencement date(Suite 1a)</u>	<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rate</u>
11-1-2017	Warehouse	1,000	\$0.57	\$570.00
	Total	6,200	\$0.57	\$3,534.00

Except as modified by this First Amendment 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 _____

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: October 17, 2017
Re: Lease Amendment No. 4 - Big Winds, LLC

Big Winds, LLC has been a tenant in the Jensen Building Breezeway since 2015. This is a small storage building with no electricity. Big Winds has had a number of amendments to this lease as they continue to need increased storage space for their gear. In 2017, they added the last two available storage spaces in that building. There was an error in the total square footage calculation in that amendment. The actual total is 192 square feet more than what is noted in the lease Amendment No. 3.

Amendment No. 4 corrects this error and makes it retroactive to the beginning of the fiscal year, thereby reconciling the correct rent payment.

RECOMMENDATION: Approve Amendment No. 4 to Lease with Big Winds LLC for the Breezeway units in the Jensen Building.

This page intentionally left blank.

FOURTH AMENDMENT TO LEASE

Whereas: On March 13, 2015, Port of Hood River, an Oregon municipal corporation, as Lessor, and Big Winds, Hood River Inc., an Oregon corporation, as Lessee, entered a lease of premises known as the Breezeway Units 1 & 3 at the Jensen Building, located at 400 Portway Avenue, Hood River, Oregon ("Lease") on a month to month basis; and

Whereas, Amendment #1, effective September 8, 2015, Lessee added Unit 3 to the Lease consisting of 732 sf; and

Whereas, Amendment #2, effective February 23, 2017, Lessee added Unit 5 and 7 to the lease, consisting of 516 sf and 192 sf; and

Whereas, Amendment #3, effective March 20, 2017, Lessee added units 4 and 6 consisting of 324 and 192 sf for a total of 516 sf; and

Whereas, there was an error in the square footage total in Amendment #3 that created a discrepancy of 192sf and a rental payment discrepancy. This change will be retroactively effective to the Port's Fiscal Year 2017 beginning and will be reconciled in June of 2018 to reflect the actual square footage of 2,448; and

Therefore, the parties agree to amend the Lease effective July 1, 2017, as follows:

- 1. Section 3, Rental, shall be modified to read as follows:

<u>Building Unit</u>	<u>Square Footage</u>	<u>Monthly Base Rate</u>
1, 2, 3, 4, 5,6 & 7	2,448	\$451.20

Except as modified by Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4 all terms and conditions of the Lease shall remain in full force and effect.

Dated, this _____ day of _____, 2017.

Big Winds, Hood River, Inc.

Lessor, Port of Hood River

By: _____
Steve Gates
President

By: _____
Michael S. McElwee
Executive Director

Date _____

Date _____

“EXHIBIT A”

Unit 8 288 sf	Unit 7 192 sf BW	Unit 6 192 sf	Unit 5 516 sf BW	Unit 4 324 sf	Unit 3 732 sf Big Winds	Unit 2 144 sf BW	Unit 1 348 sf BW
-------------------------	--------------------------------------	-------------------------	--------------------------------------	-------------------------	---------------------------------------------	--------------------------------------	--------------------------------------

Commission Memo



Prepared by: Fred Kowell
Date: October 17, 2017
Re: New BreezeBy Customer Account Management Web Portal

Chief Financial Officer Fred Kowell will present a live demo of the new BreezeBy customer account management web portal and discuss new transponder order fulfillment procedures and materials.

RECOMMENDATION: Informational.

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: October 17, 2017
Re: South Taxiway Rehabilitation Project Update

The South Taxiway Rehabilitation project is a \$1.5 million, FAA funded paving project at the airport. The major tasks of the project are:

1. Fix non-standard safety conformance issues with the south taxiways and ramp.
2. Move the fuel tank.

The project was originally scheduled to begin in June. However, due to a federal funding lag, the project was not able to start until the first week of August. Crestline Construction LLC is the contractor and Century West Engineering is providing both the on-site inspection and engineering services during the work. There are weekly construction meetings at the airport to work through issues as they arise.

The major issues thus far have been subgrade stabilization, discovery of an unknown underground storage tank (UST), an additional fuel tank move, and an error in pipe quantities on the bid sheet. These issues are addressed with Change Orders to be approved at this board meeting. The UST work is a separate contract that was under \$10,000 and has been completed. Staff has been working closely with both contractor and engineering companies to keep the project on schedule. TacAero has made major concessions by allowing the project to go to a single phase which reduced the contract days as well as closed down all aircraft access to the south ramp to allow for more streamlined work. Staff is hopeful that these concessions are worthwhile and that the contractor is able to adhere to their contract days and complete the project on time.

Paving was off to a rocky start this week with faulty GPS and machines that were too large and impacting the base rock. Crestline has made adjustments to their method and were working better as of Wednesday. However, due to some Tuesday mishaps, a portion of the paved area had to be redone. That work was done on Thursday the 12th. Paving is expected to complete on Saturday the 14th if the weather forecast is correct.

Crestline has billed us for \$354,952.78 to date which is 24% completion. Once the paving is finished, they will be over 85% complete with the project work with only grading, edge work, painting and moving the fuel tank left to complete.

RECOMMENDATION: Informational.

This page intentionally left blank.

Commission Memo

Prepared by: Michael McElwee
Date: October 17, 2017
Re: Bridge Non-Revenue Policy



The recent Eagle Creek fire identified additional issues and concerns regarding bridge operations during emergencies when area freeways are closed. Staff recommends Port policy regarding non-revenue crossings be clarified and updated. The current policy was last modified in March 2016, due to the termination of the use of tickets. Prior to that, it was updated in 2008 to support law enforcement and emergency response agencies by providing non-revenue crossings.

Attached is the current policy with recommended changes intended for Commission review and discussion.

RECOMMENDATIONS: Discussion.

This page intentionally left blank.

**Port of Hood River
Hood River-White Salmon Interstate Bridge**

Statement of Policy Regarding Non-Revenue Passage

Adopted October __, 2017

Public Safety Agencies

It is the policy of the Port of Hood River ("Port") to allow employees of law enforcement and public safety agencies ("Agencyies") to cross the Hood River – White Salmon Interstate Bridge ("Bridge") when conducting official business without paying a toll.

Emergency responders will never be required to stop at the toll house when lights and/or sirens are activated during an emergency response.

The Port will provide transponders and credit that is commensurate with the reasonably anticipated annual use by recognized law enforcement agencies, local fire departments and ambulance companies only. Crossings that are compensated by insurance or other payment do not qualify for non-revenue credit.

To obtain non-revenue credit or transponder credit, public safety agencies must submit a letter on agency letterhead, signed by a senior official, that describes the type and number of vehicles anticipated to be used, general reason for crossing and expected number of annual trips. The agency must also complete and submit a BreezeBy application form. After review of the letter and application, the Executive Director may approve the request and a reasonable amount of transponder credit. Public Safety Agencies will ~~not be charged~~ ~~be provided a one-time credit of \$90.00 that may be used for to acquire~~ transponders when the initial BreezeBy account is opened.

If the initial transponder credit is used, ~~an the Public Safety Agency may submit a written shall inform the Port and request for that additional transponder credit. The Executive Director or Chief Financial Officer will consider the request and may approve or deny it. be issued to the Agency's BreezeBy account. Only official Port transponders may receive a credit.~~

The Port reserves the right to suspend or terminate the accounts of an Agency due to excess or un-warranted use in its sole discretion.

Military Personnel

Active-duty military personnel are eligible for non-revenue crossings. If on temporary leave of seven days or less, active duty military personnel may show their military identification to toll staff upon each crossing. If leave is longer than seven days, order papers must be submitted at the Port office in advance to obtain transponder credit.

The Executive Director may authorize non-revenue crossings in advance for veterans organizations and support personnel when crossing the bridge in groups or as part of an organized event or activity.

Emergencies

The Port will allow non-revenue crossing of the Bridge during certain types of emergencies, typically when ~~all~~ or parts of Interstate I-84 or WA SR-14 are closed. The following are situations that will lead to closure of the toll booth for cash transactions:

- When environmental conditions exist that might jeopardize the health or welfare of toll booth staff.
- When high traffic volumes could result in backups onto the Exit #64 ramps of I-84 or the turn lanes on SR-14.
- When an evacuation order is made for any area within Hood River, Skamania or Klickitat County. Residents of a county affected by an evacuation order that area will be allowed non-revenue crossing of the Bridge until the evacuation order is rescinded. Proof of residency may be required at the toll booth.
- During forest or wildland fire emergencies, Fire-fighting crews and their support staff will be allowed non-revenue crossings when it is necessary to transit the Bridge in order to access or return from a fire scene.
- During prolonged emergencies or when traffic conditions require an alternate route, school busses will be allowed non-revenue crossing of the Bridge.

Breeze-By Credits

When the toll booth is fully closed to cash customers or in cases of emergencies listed above, credit may be granted to Breeze-By customers who cross the Bridge. The decision to grant such credit shall be made by the Executive Director.

Prior Policies Replaced

This policy replaces prior policies regarding non-revenue bridge passage.

Effective Date

The policy is adopted by Port of Hood River Board of Commissioners on October 2017.

Approved by the Board of Commissioners (April 7, 2009)

Executive Director's Report

October 17, 2017

Staff & Administrative

- Commissioner Everitt attended the Oregon Public Ports Association annual conference in Portland on October 5 & 6.
- Fred Kowell will attend four days UAV training in Pendleton October 23-26. Such training is necessary to qualify as a Chief Pilot for the Port and to be authorized to train other UAV operators. The cost is about \$1,000 for the training and UAV purchase. Bridge monitoring and inspection is the most likely application for UAV use at the Port.
- Anne will be attending the OAMA conference on October 23-24. This is an annual airport managers conference with ODA and FAA representatives.
- The next OneGorge meeting is scheduled for October 25, location TBD.
- Genevieve and I will attend portions of the PNWA annual conference in Portland October 17-19.
- Genevieve welcomed May Street Elementary School 3rd graders for a visit to the bridge and a talk about its history and future on October 19.
- A reminder that the planning retreat schedule with Glen Heimstra has been finalized. There will be an evening session beginning at 6:00PM on Tuesday, November 14 and then a full day session 9:00AM – 4:00PM the following morning, November 15. Meals will be provided during each session.

Recreation/Marina

- The seasonal shut down of the water system serving the docks and boathouses occurred on Monday, October 16. All irrigation systems in the park areas of the waterfront and Port leased properties will be winterized at that time.
- Harvest Fest was held on October 13, 14 & 15 at the Event Site. Staff will report on any issues at the Commission meeting.
- The City of White Salmon is seeking to construct a limited use, riverfront park on the north shore of the Columbia River on either side of the bridge approach. Access would be via footbridge from the White Salmon Chamber of Commerce parking lot. Information [is attached](#).
- As Steve Carlson reported during the last meeting, the Port has received a \$9,500 grant from Hood River Valley Parks & Recreation District to install a modular dock in the Nichols Basin to support light watercraft use. Steve has begun work on a COE/DSL application for these floats and the existing concrete docks.

- All required permits have been received for restoration of the beach area at the Event Site. Staff discussed the specific approach with engineer Andy Jansky and contacted the COE regarding a drawdown of the pool. Work is expected to occur in late October.

Development/Property

- A Planning Commission hearing regarding the Lot #1 Subdivision Plan is scheduled for November 6. Scott Keillor and I will make a presentation.
- Planning and financing of Lot #1 infrastructure will be on the Hood River Urban Renewal Agency agenda for November 13. I anticipate making a short presentation regarding the challenges associated with the implementation of needed public infrastructure on Lot #1 and identify other development issues. It is likely that this matter will be referred to the URA Advisory Committee.
- Staff has submitted an updated application for Site Plan Review approval of a new paved parking lot west of the Jensen Bldg. The lot has been challenging to design due to the ESEE setback and other code requirements and/or restrictions. [See attached plan.](#)
- Staff received site plan approval from Hood River County, with contingencies regarding fire flow, for all four lots at the Lower Mill.

Airport

- The FAA has responded regarding onsite wetland mitigation at the airport. They need to confer with Oregon USDA. Staff hopes to be able to provide more detail at the meeting.
- TacAero is renewing their lease of the Yellow Hangar. This does not require Commission action.
- The Airport Drive right-of-way vacation application is on the Hood River County Commission meeting agenda for November 20.

Bridge/Transportation

- There is no progress to report on the investigation into the vandalism that occurred during the week of September 18.
- Significant work occurred on the bridge the week of October 9 related to vandalism repairs, strain gauge testing and staging for the auxiliary truss project. The following is a summary:
 - 10/9- two lifts to test the electrical systems and calibrate the skew system took place resulting in 30 minute delays.
 - 10/10- multiple incremental lifts took place in the morning related to final re-commissioning of the lift span. The work was completed by noon.
 - 10/11- SBE completed inspection of the gearbox during the day. Overnight from 11:00 pm to 3:00 am the bridge was completely closed for auxiliary truss project staging, primarily installation of work platforms. Inspection of the gearbox and

strain gage testing was completed overnight, ahead of schedule, as well as final contractor staging. Passage of an SDS Barge that required a lift also occurred.

- 10/12- Planned overnight closure was cancelled because the work was completed ahead of schedule.
- Further contact from ODOT indicates that staff there is working on the IGA regarding the \$5 million for bridge pre-development efforts. The key issue is how much detail should be included regarding roles, responsibilities and oversight.
- Staff attended a work session on October 9 with Thorn Run Partners to discuss Oregon legislative matters going forward. TRP's work over the next several months will primarily focus on negotiations regarding the ODOT/Port IGA, outreach with ODOT Region 1 and other stakeholders regarding implementation of HB 2750 and monitoring of Port interests and matters in the 2018 legislative session.
- Note that the Commission meeting on October 17 will be the first of two public hearings on the potential toll increase. Staff has also initiated outreach efforts to other jurisdictions regarding both the bridge replacement efforts and a potential toll increase. I presented to the White Salmon City Council on October 4. I will provide the same report to the Hood River County Commission on October 16, to the Hood River City Council on November 13 and the White Salmon City Council November 21. Public information materials are [attached](#).
- I have been in discussion with Steve Siegel and will be meeting with him again regarding his upcoming retirement at the end of the year and the wind down of his work for the Port. His primary tasks will relate to P3 Administrative Rules, negotiations regarding the Port/ODOT IGA, Washington state legislative strategy, a P3 RFI, and a management structure for the bridge replacement effort going forward.
- Staff is awaiting a quote to install surveillance cameras on the bridge. This will require an upgraded server dedicated to cameras and a bridge-mounted transmitter. The expected cost is about \$12,000. We are hopeful that about half the cost can be reimbursed through an SDAO Safety/Security grant.

This page intentionally left blank.

WHITE SALMON RIVERFRONT PARK



This page intentionally left blank.

White Salmon's Riverfront Bridge Park

Conceptual Plan

About This Document

This document is intended to show a vision for the Columbia Riverfront park within White Salmon's city limits. This vision, or concept, was more specifically developed in a design workshop hosted by the City of White Salmon and National Park Service's Rivers, Trails and Conservation Assistance Program (RTCA) in the Spring of 2017. However, City staff have had the new park vision for at least seven years.

This document is not a master plan and does not contain engineering or design specifications. It is conceptual in nature and is meant to illustrate what the park could look like. Prior to construction of the park, further study will need to be done including engineering of a bridge over a railroad. In addition, the City will be required to complete necessary environmental/regulatory permitting (SEPA, etc).

Vision

The City of White Salmon's vision is to create and maintain a natural, "rustic" park that will act as a gateway to the region. It will provide safe and fun access to the Columbia River for locals and visitors to enjoy the natural riverfront.

Background

Klickitat County recently acquired the 12 acre riverfront property due to a private landowner defaulting on taxes. This parcel has difficulty being developed due to the lack of access. The Burlington Northern Santa Fe (BNSF) railroad is the parcel's northern boundary and prevents access from Highway 14. In addition, much of the parcel is within the floodplain and not able to be developed due to environmental constraints. This parcel is officially listed as 12.94 acres, however, approximately 3 acres are actually underwater. Klickitat County has agreed to allow the City of White Salmon and partners to develop a park on the property as long as legal access can be obtained.

The site has had seasonal transient use and there are two sites that receive the majority of the overnight camping. Evidence of these "homeless" camps can be seen by the garbage and debris left by the inhabitants. Other uses on the site include the occasional fisherman (though most people fish this side of the Columbia River from boat) and occasional picnic use by locals who utilize an unofficial trail that accesses the site near the Bridge Mart gas station and convenience store.

The site has many large Ponderosa Pine trees, many of which are dead or dying from the recent Pine Beetle infestation. Many of these dead pines have already fallen or are standing snag trees.

Planning Process

In March 2017, the City met with staff from the National Park Service's Rivers, Trails and Conservation Assistance to discuss the potential park. It was decided a design workshop would be conducted with approximately a dozen stakeholders participating in the collaborative design process. The workshop was held on April 20th, 2017. Attendees included representatives from the City, Klickitat County, Mount Adams Chamber of Commerce, North Shore Medical Group, Yakama Nation Fisheries, Underwood Conservation District, Washington Department of Fish and Wildlife, local business owners, the White Salmon-Bingen Community Partners and people representing non-motorized paddle sports. Preliminary designs were generated that were refined and can be seen later in this document.

Design Constraints

As discussed in the Background section, the park is defined, in part, by the environmental constraints of the site. For more information about restrictions on development, see the City of White Salmon's Shoreline Master Plan (SMP). It should be noted that this site is listed as a planned park in the SMP. Another design constraint is the Hood River-White Salmon Toll Bridge operated by the Port of Hood River which divides the site roughly in half. The bridge is elevated approximately 40 feet above the ground on concrete pilings. Perhaps the most important constraint is access to the site. Hwy 14, landownership, the Hood River Bridge and the Burlington Northern Santa Fe railroad provide challenges and restrictions for the development of the site.

Construction, Maintenance & Management

The City of White Salmon will be responsible for raising the funds needed to construct the park. This park will not use general funds but will rely upon grants and donations to develop it. Maintenance of the park will be done by the City in partnership with volunteers. The majority of upkeep will involve brushing the trails, emptying garbage cans, and keeping the site free of garbage and other refuse. The City anticipates working heavily with organizations and businesses to do most of this work. Restrooms will be maintained by ??????I think it is the City?

Recreation Opportunities

The site seems to hold good potential for paddle sports such as Stand Up Paddle boarding (SUP), kayaking and canoeing. Many stakeholders suggested that this park would be a good put-in/take-out for non-motorized paddlers due to the more protected nature of this area's riverfront. It has more protection from the wind than the other side of the river and so is likely not a good windsurfing or kite-boarding launch site. There is potential for downriver or downwind paddles from the Port of Klickitat's Bingen Point or the mouth of the White Salmon River.

As a riverfront park along the Columbia River, there are some opportunities for fishing from the bank or from boats here. There are several boulders and rocky areas off shore that fish utilize for protection and may hold good fishing for anglers. In addition, visitors are likely to wade and swim just off shore in the shallow, protected waters near the main beach. Birding and wildlife viewing as well as enjoying the scenic qualities of the site are likely to be other reasons for people to come here. There are numerous

flat spots that are well suited for picnics and enjoying the views of the Columbia River, town of Hood River and Mount Hood.

Phased Development of the Park

The workshop participants discussed the need for a phased plan for development of the riverfront park. The idea is to look at what could be developed initially with less money and effort. This is described as phase 1. Phase 2 builds on Phase 1 and will take more money and effort to develop. Phase 1 was created to stand alone and if the City decides not to develop the park further, the design allows for a self-sustaining park that will be enjoyable to most residents and visitors.

Phase 1

Phase 1 creates the riverfront park. The overwhelming expense will be the construction of the pedestrian bridge which accesses the site. Below are the elements of Phase 1 development for the park:

Park Hours

As with other parks within city limits, this park will be signed as open from dawn to dusk.

Parking

Parking will be located at the Mount Adams Chamber of Commerce and Park and Ride site, on the south side of Highway 14. This site is owned by the City of White Salmon which received the land from Washington Department of Transportation. There is approximately 42 parking spaces, 2 handicapped spots, as well as space for RVs. Access to this parking site has ample sight distance on Hwy 14.

Entrance

The entrance to the park will be in the southeast corner of the Park and Ride. The entrance should have a “gateway” sign(age) that should include logo with all entities who supported this project (County, BNSF, City, & other potential contributors?). Additional signage could include a map of the park, information on Pack it in – Pack it out, Tread Lightly, fishing regulations, and emergency contact info.

Pedestrian Bridge

A footbridge will need to be constructed over the BNSF railroad. In order to do this, an easement will need to be obtained from BNSF. The bridge could be pre-fabricated and dropped into place. The City will need to work with BNSF and nearby neighbors to determine the best course of action for the bridge installation. This bridge will facilitate safe movement from the parking area to the park. It will be the only legal means of entering and exiting the site. This bridge is likely to cost approximately \$500k or more.

ADA Trail

The trail leading from the park entrance, over the bridge to the western two picnic tables and benches will be designed to ADA standards. This will involve crushed rock compacted to make a smooth, hard surface that will accommodate those with limited mobility and wheelchairs.

Natural Surfaced Trails

All trails with the exception of the ADA trail will be natural surfaced. It should be noted that these trails are already in existence at the park site and just need to be “formalized” with minor enhancements. In addition, if needed (due to muddy conditions), trails could be surfaced with native material bark chips. Rock or log steps can be added where appropriate/needed. Trails should be brushed regularly to ensure the paths are free of vegetation including poison oak.

Enhanced Rock Staircase

Just east of the bench, there is a rocky slope that can be enhanced to make a stone staircase down to the main beach (west of Port of Hood River Bridge). These steps will serve as the most direct descent to the beach until the ramp is built.

Restrooms

The existing restrooms at Mount Adams Chamber of Commerce will be utilized for the bathrooms of the White Salmon Riverfront Bridge Park. The City should work with the Chamber to study if more restrooms are needed. (I heard from Community Partners that these toilets overflow very regularly) Temporary portables can be installed at the entrance to the park if there is a need.

Garbage Cans

Garbage cans should be placed just over the bridge in the park site. Placed at the south end of the footbridge, these cans will be close to the ADA picnic tables and provide for an easy, convenient way of park users to dispose of their trash as they exit the park. In addition, these cans will be relatively easy to empty while not getting garbage placed in it from random cars visiting the park and ride. Placing the garbage cans away from the picnic tables will also help with yellow jackets. All garbage cans on site should be covered to prevent wildlife from disturbing the garbage.

Picnic Tables

The western picnic tables should be designed to be ADA accessible accommodating wheelchairs. The area around the picnic tables (pad) should be delineated and surfaced with compacted crushed rock. As mentioned above, garbage cans should not be placed at individual tables but at the entrance/exit on the south side of the footbridge.

Benches

Two benches should be constructed and placed along the ADA trail just east of the ADA picnic tables. These benches should be set on the bluff above the western beach. This spot affords an iconic view of the Hood River Bridge, Columbia River, the town of Hood River and Mount Hood. These benches should have enough room to accommodate a wheelchair.

Nature Play Area

There will be a kids nature play area at the park located near the waterfront on the eastern portion of the park. This spot was selected because of the natural boulders that are present which would be fun for kids to climb and play on. In addition, hazard trees from the site (dead standing Ponderosa pines), could be felled and brought here to make additional opportunities for kids to play on.

Fencing

The City may need to fence -three sides of the property to ensure safety for all. If possible, this fencing should be designed to “blend” into the environment and be as wildlife-friendly as possible.

Wildlife Habitat & Restoratio

The riverfront here and to the east is relatively untouched. It provides habitat for birds and other wildlife. The introduction of more visitors to this area will likely push wildlife further east. To offset this, it is recommended that the eastern side of the site remain relatively “wild” so that there is a buffer between the park and the undeveloped riverfront to the east. The City and volunteers should also work with Washington Department of Fish & Wildlife (WADFW), Underwood Conservation District and local tribal agencies to explore the potential of enhancing the site’s habitat values for wildlife and botanical species. The removal of invasive species such as Himalayan Blackberry is recommended to help native species thrive.

The park site has many dead Ponderosa Pines due to beetle infestations. It is recommended that the City and volunteers work with WADFW and other organizations to create snags rather than dropping the entire tree. These snags will enhance wildlife habitat while reducing the potential for tall dead hazard trees. All of the trees will need to be assessed to determine if they can be topped and left standing without being hazards to the safety of visitors. It should be noted that there may be money available for this type of wildlife habitat enhancement.

Phase 2

Phase 2 for the riverfront bridge park builds on Phase 1 by adding in an ADA accessible ramp down to the main beach, increasing the number of picnic tables and adding another kids nature play area. Below are the additions that will be made to Phase 1 when this next phase is developed:

Parking

The parking for the site can remain the same as Phase 1. However, if there is a need for increased parking, the City of White Salmon should work with Klickitat County and WADOT to determine which adjacent publicly owned lands would be suitable for developing more parking spaces. There was some potential discussed at the workshop to purchase the private land owned immediately to the east of the Park and Ride/Chamber of Commerce. If this were to be purchased, this area could easily accommodate more parking.

Restrooms

If the park usage necessitates developing another restroom, the City should partner with the Chamber of Commerce on the best location for this facility. It is recommended not to place a restroom facility on the south side of the bridge because pumping and/or maintenance of the toilet(s) would be much more difficult. The likely spot would be at the park entrance or at the Chamber.

Picnic Tables

Additional picnic tables can be added to the east side of the site as is needed. These tables should be made to look similar to the other picnic tables in this area.

Addition of an ADA Ramp to Main Beach

The most expensive addition in phase 2 is the construction of an ADA accessible ramp which takes people to the main beach (west side). This ramp will allow wheelchairs and those of limited mobility to make it down to the beach. In addition, this ramp will assist people in carrying kayaks and stand up paddle boards down to the beach.

Optional Boat Shed

In the design workshop, several paddlers and business owners believed that it would be advantageous to have a locking boat shed on the site to reduce the need to carry boats back and forth over the footbridge. The likely spot for this would be located under the existing Hood River Bridge.

Next Steps

Bridge Easement

The City will need to secure an easement for the bridge working with the Burlington Northern Santa Fe Railroad. As mentioned before, this easement is critical to providing access to the park and without it, there is not a legal means for the public to enter the park.

Outreach to Other Key Stakeholders

The City is contacting other stakeholders to ensure the park is being developed properly and the planning effort did not miss any crucial piece of information or opportunity. The following organizations should be considered for outreach (in no particular order):

- Port of Hood River
- Gorge Scenic Commission
- Friends of the Columbia Gorge
- City of Bingen
- Gorge Windsurf Association
- Columbia Gorge SUPer Club
- Lower Columbia Water Trail (Lower Columbia Estuary Partnership)
- Washington Department of Transportation
- US Forest Service-Columbia Gorge National Scenic Area (USFS)
- Columbia River Inter-Tribal Fish Commission (CRITFC)
- Army Corps of Engineers (ACOE)
- Bridge Mart
- Yakama Nations Cultural Resources
- Washington Department of Natural Resources (DNR)
- Bridge RV Park & Campground
- City of White Salmon Police Department

Grant Funding

Once an easement has been secured and diligent outreach has taken place, the City should actively seek funding for the development of the park. The pedestrian bridge is likely to cost over \$500k and will be the critical element to make this park a success. The most likely funding sources will be through Washington's Recreation and Conservation Office (RCO). The individual funding grant sources can be found by going to <http://www.rco.wa.gov/grants/index.shtml>

The Land and Water Conservation Fund (LWCF) is one likely source. Project partners can help identify additional public and private funding sources. Also, it will be important for the City (probably through a non-profit partner like Community Partners) to fund raise locally. There are numerous companies and individuals who may be able to assist this effort.

Non-Profit Support

It may be advantageous for the City to work with partners to set up a Friends of the Park organization or to see if an existing one, such as Community Partners, would act as a friends group to support the park. A non-profit will be able to fund-raise, organize volunteers for the park and reduce the cost/ workload to the City.

This page intentionally left blank.

This page intentionally left blank.



HOOD RIVER INTERSTATE BRIDGE

Replacement Efforts Update

October 2017

The Port of Hood River, a public agency, has owned and operated the Hood River/White Salmon Interstate Bridge since 1950. The 4,418' steel truss bridge was originally constructed in 1924. It provides a critical, bi-state transportation link in the heart of the Columbia River Gorge National Scenic Area. The Bridge is over 30 years past its design life. Its sufficiency rating, a numeric representation of reliability and functionality, is 48.8, a strong indicator of functional obsolescence. It creates a hazardous traffic bottleneck during closures of I-84 in Oregon or SR-14 Washington, a frequent occurrence. It has 9'4" travel lanes, vastly undersized for today's vehicles, and no pedestrian or bicycle facilities. The 80,000 lbs. weight limit restricts vehicle freight movement; and the narrow, poorly aligned navigation channel presents the greatest navigational hazard on the entire Columbia/Snake River federal inland waterway system. For these reasons, and more, the Port of Hood River Commission set course in 2015 to pursue bridge replacement.

Significant efforts to replace the bridge have been underway since the 1990's. The Port is leading the effort to complete the next steps: a Final Environmental Impact Statement, financial analysis, and preliminary engineering and has secured state of Oregon financial support for this work. Building a large piece of bridge infrastructure in a small market with decreasing levels of federal funding is a significant challenge. And, under any likely scenario, the bridge will need to be a toll facility. Tolls are the only possible source of the significant local match required for federal grant funding, and a public/private partnership ("P3") would rely almost entirely upon tolls to repay borrowed capital. The Port utilizes toll revenue to finance ongoing repairs that keep the current bridge safe and operational, and tolls will continue to play a critical role in financing the ultimate replacement bridge.

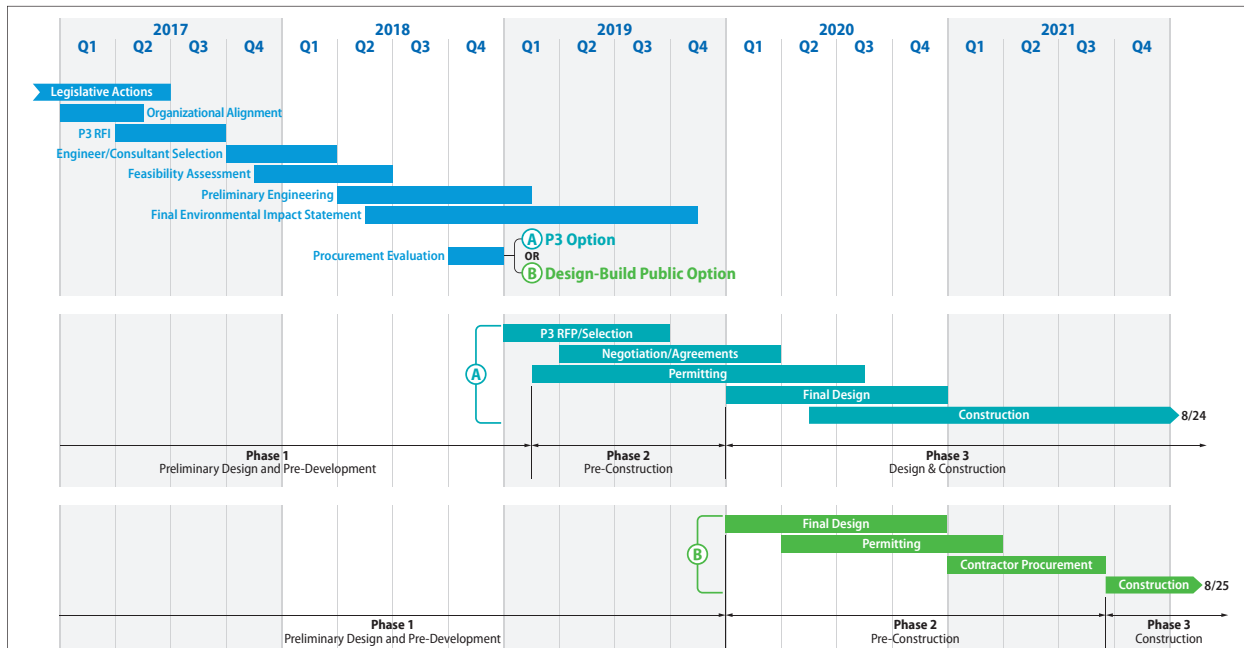
CRITICAL LINK IN REGIONAL TRANSPORTATION SYSTEM AT RISK

- *The bridge is significantly undersized for modern freight, recreational, and emergency response vehicles.*
- *Expenses associated with keeping the bridge safe and operational are increasing, and cost of anticipated repairs and capital improvement exceed toll revenue projections.*
- *The bridge creates an unsafe choke point for large volumes of detoured traffic during emergencies and freeway closures, occurring on average 3-5 times each year.*
- *The bridge cannot accommodate growing traffic volumes (increasing 3.5% each year), and deterioration exacerbated by heavy trucks is accelerating.*
- *The bridge has no bicycle or pedestrian crossing lanes and cannot support the addition of such facilities.*
- *The bridge is seismically deficient and vulnerable to catastrophic failure in an earthquake.*
- *The bridge is the most hazardous navigational obstacle on the Columbia/Snake federal inland waterway with a poorly aligned navigation channel that is less than half the recommended width.*



PROGRESS MADE ON THE LONG PATH TO A NEW BRIDGE

The passage of Oregon HB 2750 and HB 2017 during the 2017 Oregon legislative session represent the most significant steps forward for bridge replacement in over a decade. Significant challenges remain, as public infrastructure funding at the local, state, and federal levels are very limited and project is located in a bi-state, rural area with a small population. Whether for repairs to the existing bridge or planning and construction of a new one, tolls will continue to be the primary funding source for the bridge. The chart below illustrates one of the many potential pathways to a new bridge, including scenarios for a Design-Build, publicly-funded option or a public-private partnership, often referred to as a “P3” option (*to view or download the chart, go to portofhoodriver.com/workplan*).



BRIDGE REPAIR AND REPLACEMENT FUND

On June 15, 1995, the Port established a Bridge Repair and Replacement Fund. All revenue from toll increases implemented in 1994, 2011, and a proposed increase in 2018, are dedicated to bridge repair or replacement. Since the fund was first established, revenues derived from the toll increases have been limited to (a) payment of Bridge expenditures, including capital projects, maintenance, operations (including direct and overhead expenses), equipment, reserves, financing costs (including debt service), and expenses to promote mass transit use of the Bridge, and (b) expenses associated with borrowings and any bond covenants. All revenue raised from this increase will have the same restrictions. As the Port considers the complex path toward replacement while also ensuring the existing bridge remains safe and operational, toll revenue will continue to be the sole source of funding.

TO LEARN MORE, PLEASE CONTACT:

Port of Hood River: Email: porthr@gorge.net, Phone: (541) 386-1645

Web: portofhoodriver.com | Twitter: [@PortofHoodRiver](https://twitter.com/PortofHoodRiver) | Facebook: [Facebook.com/PortofHoodRiver](https://www.facebook.com/PortofHoodRiver)

PROPOSED 2018 TOLL RATES

The following proposed toll rates, if approved, would take effect on February 1, 2018:

NEW CASH TOLL RATES
 Class 0 Vehicles (Motorcycles) - **\$1.00**
 Class 1 Vehicles (Passenger Vehicles & Pickup Trucks)- **\$2.00**
 Class 2 & Above (Large Trucks, RVs, Trailers, Duallies, Busses, per axle) - **\$3.00**

NEW BREEZEBY ELECTRONIC TOLL RATES
 Class 0 Vehicles (Motorcycles) - **\$0.75**
 Class 1 Vehicles (Passenger Vehicles & Pickup Trucks)- **\$1.00**
 Class 2 & Above (Large Trucks, RVs, Trailers, Duallies, Busses, per axle) - **\$2.00**

NEW BREEZEBY CUSTOMER ACCOUNT TOOLS, TRANSPONDERS, AND DISCOUNT

The proposed rate structure would provide BreezeBy customers with a 50% discount to cash paying customers. This provides frequent, local bridge users a strong financial incentive to set up a BreezeBy account, and the BreezeBy lanes provide the quickest, easiest trip through the toll plaza.



Beginning in October 2017, existing BreezeBy account holders will be able to fully manage their BreezeBy accounts online, via a new web portal at portofhoodriver.com. Each household opening a new account will receive one free transponder, and the cost for additional transponders is as little as \$5 each. Beginning November 2017, bridge users will be able to set up new accounts online, eliminating the need to make a special trip to the Port offices. The Port now uses the latest transponder technology that utilize the 6C transponder protocols, providing interoperability with other tolling agencies throughout the western U.S.

BRIDGE REPAIR AND REPLACEMENT FUND

The new toll revenue is expected to provide between \$1.8 and \$2.2 million in additional annual revenue. All net revenue from a toll increase would be dedicated solely to bridge repair or replacement. On June 15, 1993 the Port established a Bridge Repair and Replacement Fund (“Bridge Fund”) to finance studies, engineering, repair projects, and replacement efforts. Then on October 18, 2011 the Port again increased cash tolls to \$1 and increased the electronic toll to \$.80, with those funds also dedicated to the Bridge Fund. Since the fund was first established, revenues derived from the toll increases have been limited to (a) payment of Bridge expenditures, including capital projects, maintenance, operations (including direct and overhead expenses), equipment, reserves, financing costs (including debt service), and expenses to promote mass transit use of the Bridge, and (b) expenses associated with borrowings and any bond covenants. All revenue raised from this increase will have the same restrictions.

TO LEARN MORE, PLEASE CONTACT:

Port of Hood River: Email: porthr@gorge.net, Phone: (541) 386-1645

Web: portofhoodriver.com | Twitter: [@PortofHoodRiver](https://twitter.com/PortofHoodRiver) | Facebook: [Facebook.com/PortofHoodRiver](https://www.facebook.com/PortofHoodRiver)

Commission Memo



Prepared by: Anne Medenbach
Date: October 17, 2017
Re: AAC meeting

The Airport Advisory Committee now meets on the last Thursday of every month at 3:00 PM at WAAAM. Attached are the minutes from the meeting held on September 27.

RECOMMENDATION: Informational.

This page intentionally left blank.



Port of
Hood River

Providing for the region's economic future.

INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

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

AGENDA

AIRPORT ADVISORY COMMITTEE

Thursday, September 28, 2017

At WAAAM – 3:00pm

1. Approval of Minutes for July 20, 2017. Approved. No Changes.
2. Introduction of new attendees.
 - a. Members of the public introduced themselves
3. Public meeting update and Fly Friendly discussion
 - a. Look at other airport examples
 - i. Dayle went over the Friday Harbor Fly Friendly Program
 - b. What did we hear from the public meeting (Dayle)
 - i. Overviewed the meeting and clarified next steps
 - c. Actions to try first
 - i. It was decided that the AAC will act as the working group to come up with a plan to present to the public in March.
4. Status update South Taxiway Construction
 - a. Construction is well underway, with paving scheduled to start on the 9th. The hopes it gets finalize paving by the 13th and finish up shoulder grading and seeding once the paving is complete.
5. WAAAM Update
 - a. The Fly in occurred and WAAAM was able to break even on the event. The Smoke did prevent most flying but many people drove in and some minor flying occurred. This is typically a fund raiser for WAAAM, but they were still able to celebrate their 10 year anniversary and limit losses.
6. Glider operations discussion – trailer decision

Port of Hood River

Providing for the region's economic future.

- a. A discussion occurred about the trailer in the glider area. A permanent type structure, such as a pre-built shed, is preferable. But the Port is allowing the current trailer until spring when a new agreement will be up for discussion. The Port and the Glider club will work through what type of structure they can have there and how irrigation may be brought to keep it grassy instead of dusty. This discussion will be held offline with a solution brought back to the committee.
7. Other business.
 8. Adjourn.

Commission Memo



Prepared by: Anne Medenbach
Date: October 17, 2017
Re: South Taxiway Project - Change Order No. 1

The South Taxiway Project is moving forward. Crestline Construction, Port staff, and Century West continue to work together to get through construction issues that relate to design errors, field misinterpretations, and changing field conditions. The paving should be mostly complete or complete by the 17th and Staff will have an update on the status.

Change order No. 1 addresses the following:

1. An error on the bid sheet regarding pipe quantities. The pipe was noted in the plans correctly with correct location, dimensions and quantities, however, the bid sheet had a discrepancy of 435 LF, or about 40% more than what was bid. This was an engineering error by Century West.
2. The project was originally two phases and 78 calendar days. Due to weather concerns, Port staff, the FBO, and Century West were able to reduce it to one phase and 68 calendar days.
3. The condition of the drainage system was different in the field than what was known during design. A pipe that was in the design as being in use was abandoned and not useable. Due to this, one man hole was able to be deleted as well as some labor and trenching.

Total change order cost is \$18,886.00. The FAA has been notified of this change and has indicated that these additional costs will be added as eligible expenditures.

RECOMMENDATION: Approve Change Order No. 1 with Crestline Construction LLC for the South Taxiway Project in the amount of \$18,886, increasing the total project amount to \$1,476,665.75.

This page intentionally left blank.

AIP PROJECT NO. 3-41-0026-010-011CHANGE ORDER NO. 1

(Supplemental Agreement)

AIRPORT Ken Jernstedt AirfieldLOCATION Hood River, OR

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

JUSTIFICATION FOR CHANGE

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

The scope of this change order incorporates the following changes:

- Change in storm pipe routing from MH A-1 and MH A-3 due to conditions found in the field for the existing storm drainage system, see attached revised plan sheet C-3.
- Adjustment to storm pipe quantities to match pipes shown on the plans. The location of these adjustments are as follows: 12" pipe from MH A-5 to existing structure #4000 (shown on sheets C-3 & C-5), 12" pipe from CB B-1 to MH B-1 (shown on sheet C-4), 12" pipe from MH B-1 to MH B-2 (shown on sheet C-4).
- Change from two phases to one phase.

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

The original scope of the storm drainage work for this project included connecting to an existing storm line running parallel to the proposed taxiway centerline. During the removal of an existing structure on this line, it was discovered that the line had been previously abandoned and therefore could not be connected to with proposed piping. This required additional piping to connect to another parallel line further to the north.

There was a discrepancy between the quantities shown on the plans and the quantity use on the bid schedule during bidding. This was discovered during construction and a Field Order Directive was issued for the additional quantity.

The change from two phases to one phase was discussed at the beginning of the project to improve work efficiencies during the project. This efficiency resulted in a paving date earlier in the construction schedule which reduced the risk of poor weather conditions at the time of paving.

3. Justifications for unit prices or total cost.

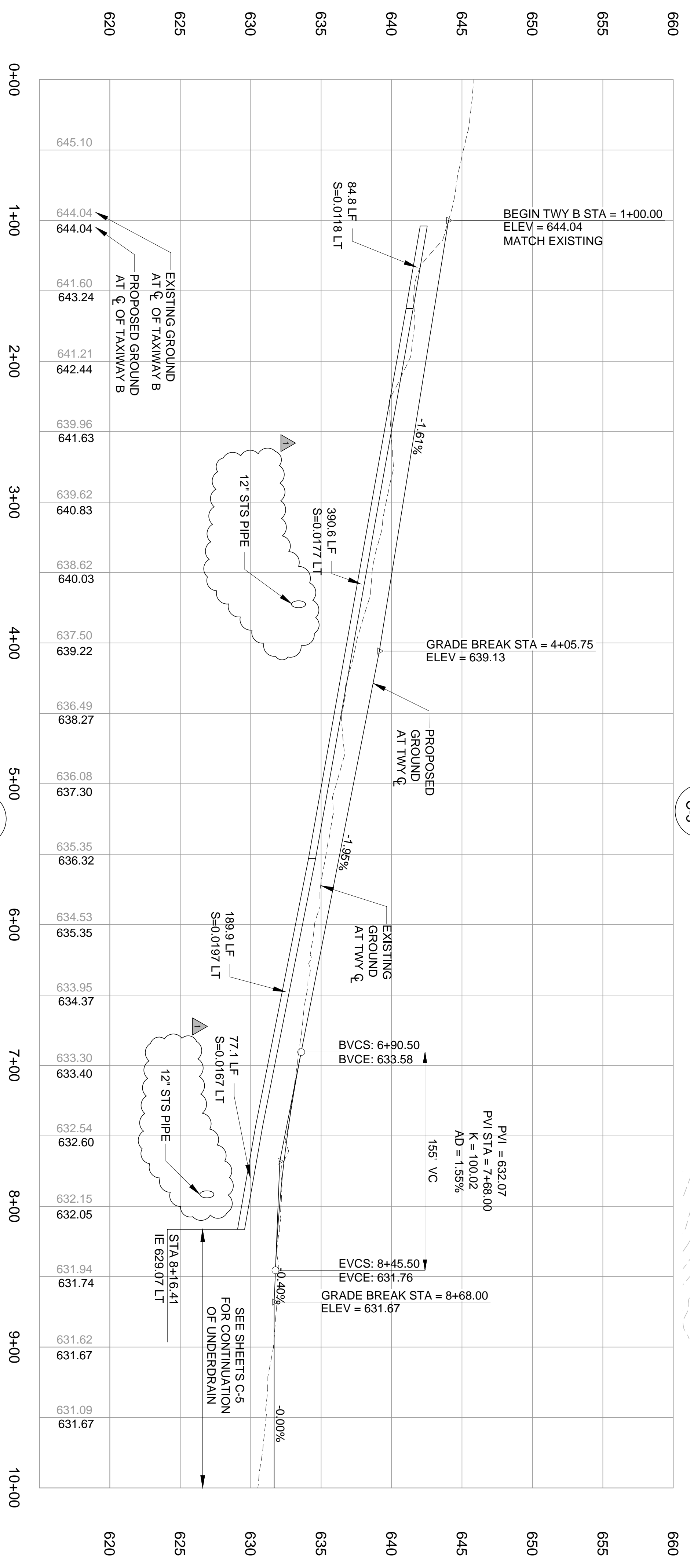
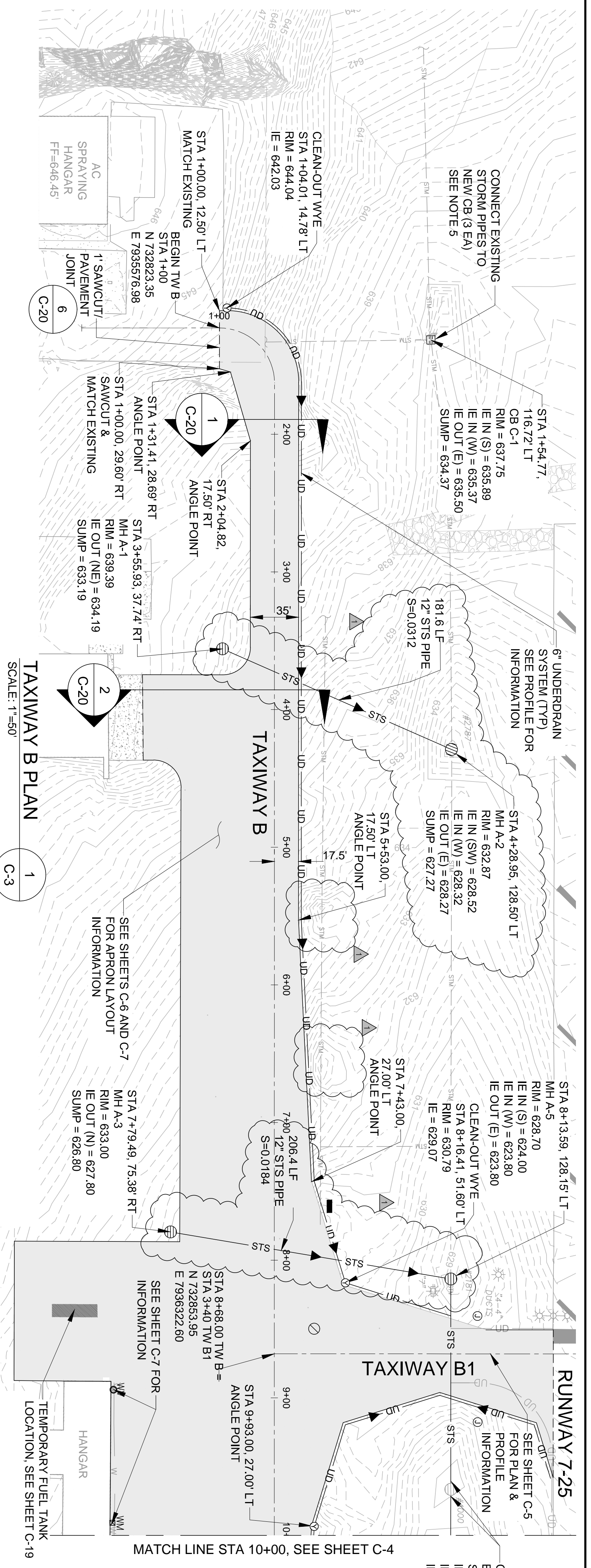
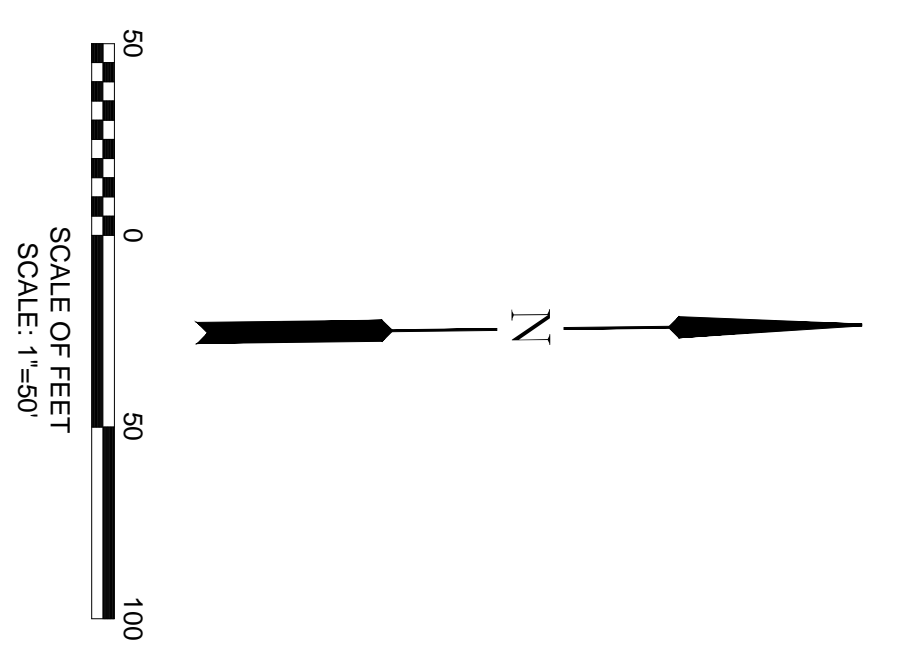
All items listed above, except items # 5, had unit prices provided at the time of bidding. These same unit prices were used to develop the costs associated with the proposed change, as the unit prices have been found to be reasonable.

Item #5 covers the contractor's expenses associated with pre-cast concrete material that had been purchased and hauled to the Airport prior to the determination that the manhole installation would be omitted from the project. The Engineer has reviewed the proposed costs for this work and has determined that the costs are reasonable.

4. The sponsor's share of this cost is available from: Owner funds allocated for the purpose of this AIP project.
5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .
6. Has consent of surety been obtained? Yes Not Necessary .
7. Will this change affect the insurance coverage? Yes No .
8. If yes, will the policies be extended? Yes No .
9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?
Yes No When September, 2017 With Whom Dan Stewart

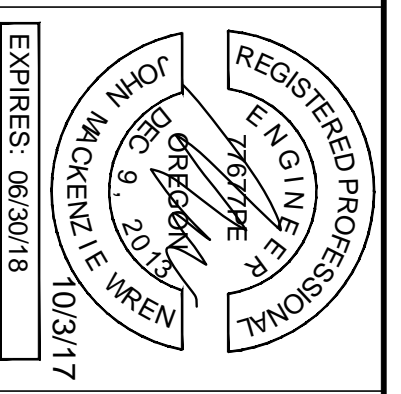
Comment _____

Submit 4 copies to the FAA



NOTES:

1. ALL GEOMETRY BASED ON TAXIWAY B CENTERLINE ALIGNMENT UNLESS OTHERWISE NOTED.
2. FOR UNDERDRAIN AND TRENCH DETAILS SEE SHEET C-21.
3. ALL STORM MANHOLES SHALL BE OPEN GRATE UNLESS OTHERWISE SPECIFIED.
4. ALL UNDERDRAINS SHALL BE 6" CORRUGATED PERFORATED POLYETHYLENE DRAINAGE TUBING, UNLESS OTHERWISE NOTED. SEE DETAIL 4 ON SHEET C-21.
5. INSTALLATION OF CATCH BASIN REQUIRES BACKFILLING AND GRADING THE SURROUNDING AREA TO MATCH RIM ELEVATION. MATERIAL USED SHALL MEET REQUIREMENTS OF P-152 AND BE CONSIDERED INCIDENTAL TO THE CATCH BASIN ITEM.
6. ALL CATCH BASINS SHALL BE TYPE II PER DETAIL 3 ON SHEET C-21.



VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS
1	10/31/17	JMW		CONTRACT CHANGE ORDER #1

CENTURY WEST ENGINEERING
 PORTLAND OFFICE: 5331 SW MACADAM AVE., #207 PORTLAND, OR 97239
 503.492.2130 OFFICE 503.639.2710 FAX

DESIGNED BY: JMW
 DRAWN BY: SLK
 CHECKED BY: JAK
 SCALE: AS NOTED

PORT OF HOOD RIVER
 KEN JERNSTEDT AIRFIELD
 SOUTH PARALLEL TAXIWAY AND APRON REHAB PROJECT

TAXIWAY B PLAN AND PROFILE
 STA 1+00 TO STA 10+00

Commission Memo



Prepared by: Anne Medenbach
Date: October 17, 2017
Re: South Taxiway Project Change Order No. 2

Change Order No. 2 addresses unsuitable subgrade. The soils in Hood River Valley tend to be mostly clay. This type of soil causes, in certain circumstances, below grade conditions that do not hold up well to paving. The remedy for this is to excavate a certain amount of the clay and fill it in with a more suitable material that can be compacted and paved over.

In this case, the allowance for unsuitable subgrade was insufficient to cover the amount found in the field. The estimate was for 500 CY of unsuitable material and the actual amount was 1,575 CY total. The field inspector and engineers were able to reduce the original request for unsuitable material from Crestline by about 50%. Standard geotechnical tests of the area were performed, none of which indicated this much potential for issue. Port staff will inform the engineers to increase their contingency for this bid item significantly on future projects as it is local knowledge that can prevent this type of issue in the future.

RECOMMENDATION: Approve Change Order No. 2 with Crestline Construction LLC for the South Taxiway Project in the amount of \$21,925, increasing the total project amount to \$1,498,590.75.

This page intentionally left blank.

CONTRACT CHANGE ORDER NO. 2
or
SUPPLEMENTAL AGREEMENT NO. _____

AIRPORT Ken Jernstedt Airfield DATE 10/10/2017


LOCATION Hood River, OR AIP PROJECT NO. 3-41-0026-010/011

CONTRACTOR Crestline Construction

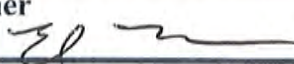
You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
1	Unsuitable Excavation (P-152)	CY	\$14.00	1,075	\$15,050.00
2	Subgrade Stabilization (P-152)	CY	\$11.00	625	\$6,875.00
This Change Order Total			\$21,925.00		
Previous Change Order(s) Total			\$18,886.00		
Revised Contract Total			\$1,498,590.75		

The time provided for substantial completion in the contract is increased by Seven (7) calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply.

Recommended by:  10/10/17
Engineer **Date**

Approved by: _____
Owner **Date**

Accepted by:  10/10/17
Contractor **Date**

Concurred by: _____
State Aeronautics (if applicable) **Date**

Approved by: _____
Federal Aviation Administration **Date**

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO. 3-41-0026-010-011 CHANGE ORDER NO. 2
(Supplemental Agreement)

AIRPORT Ken Jernstedt Airfield LOCATION Hood River, OR

JUSTIFICATION FOR CHANGE

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

The scope of this change order incorporates the following changes:

- Additional areas of unsuitable soils measured in the field requiring overexcavation below subgrade elevation of 1'-1.5' and replacement with suitable material. These areas were compacted with requirements in P-152 but failed a proof roll. See attached exhibit for map of locations.

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

The original scope of the project included 500 CY for unsuitable excavation and subgrade stabilization. During exaction to subgrade elevation, poor soil conditions were found. These areas were moisture conditioned and compacted to the requirements of P-152 then proof rolled. These areas failed the proof roll test and required corrective action. As a result, the quantities for BI#10 – Unsuitable Excavation and BI#11 – Subgrade Stabilization needed to be extended. A Field Order Directive was issued to the Contractor for the additional quantities.

3. Justifications for unit prices or total cost.

All items listed above had unit prices provided at the time of bidding. These same unit prices were used to develop the costs associated with the proposed change, as the unit prices have been found to be reasonable.

4. The sponsor's share of this cost is available from: Owner funds allocated for the purpose of this AIP project.

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .

6. Has consent of surety been obtained? Yes Not Necessary .

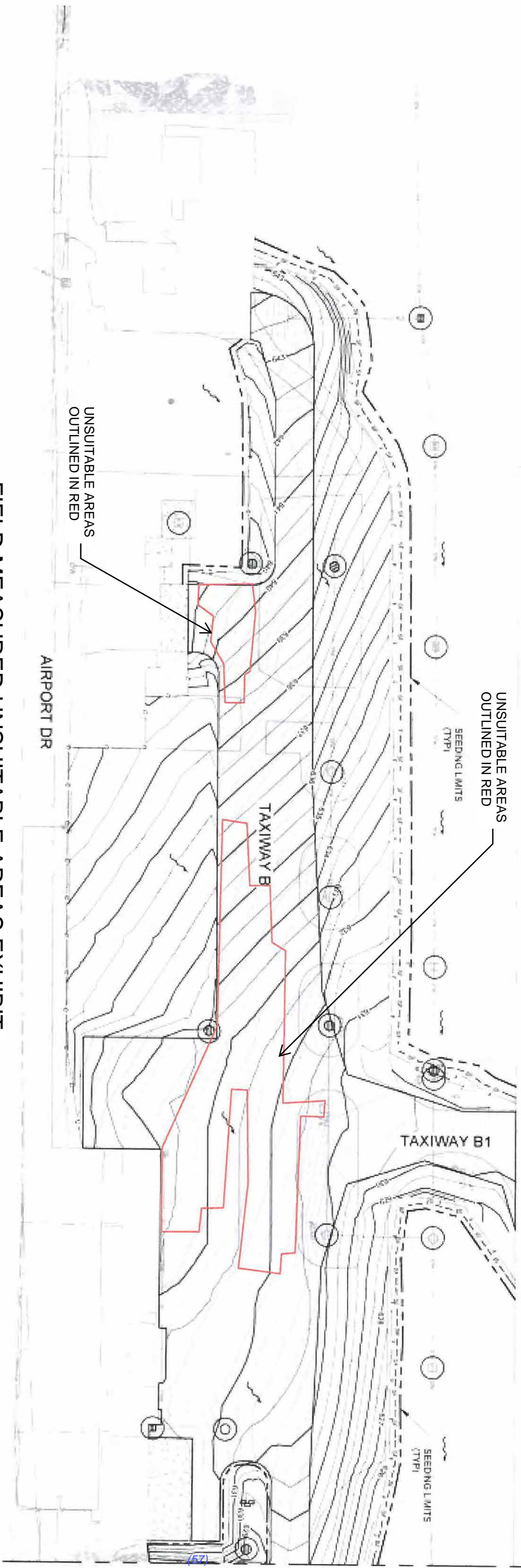
7. Will this change affect the insurance coverage? Yes No .

8. If yes, will the policies be extended? Yes No .

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?
Yes No When September, 2017 With Whom Dan Stewart

Comment _____









Submit 4 copies to the FAA



FIELD MEASURED UNSUITABLE AREAS EXHIBIT

NOTE:
 1 FOR LANSBOM CONTROL NOTES AND DETAILS SEE SHEET G-7

LEGEND:

- SEDIMENT FENCE 
- BIO-FILTER BAG SEDIMENT BARRIER 
- TEMPORARY INLET PROTECTION 
- FLOW DIRECTION (SURFACE)
- NEW PAVEMENT 
- EXISTING INDEX CONTOUR
- EXISTING 0.5' CONTOUR
- NEW INDEX CONTOURS
- NEW 0.5' CONTOURS
- OUTLINE
- STORM MANHOLE 
- STORM CATCH BASIN 
- EXISTING STORM MANHOLE 
- EXISTING STORM CATCH BASIN 

MATCH LINE. SEE SHEET G-6

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: October 17, 2017
Re: MOU Extension - Neal Creek Forest Products LLC

On April 1, 2017, the Port and Neal Creek Forest Products LLC entered into a non-binding Memorandum of Understanding (“MOU”) for the sale of two lots at the Lower Mill site in Odell. This agreement had an exclusivity period of 180 days. That period expires on October 27.

Creek would like to extend the MOU and staff recommends this action to allow for Crystal Springs Water District resolution. The extension is for 180 days.

RECOMMENDATION: Approve extension of the Memorandum of Understanding with Neal Creek Forest Products LLC for an additional 180 days for two lots at the Lower Mill Industrial Site.

This page intentionally left blank.

**TIME EXTENSION OF MEMORANDUM OF UNDERSTANDING
FOR DISPOSITION OF PROPERTY DEVELOPMENT PROJECT**

Lower Mill Industrial Site – Odell, Oregon

RECITALS:

The Port of Hood River (“Port”) and Neal Creek Forest Products, LLC (“Buyer”) entered in a non-binding Memorandum of Understanding for sale of Port property near Odell, Oregon (“Port Property”) to Buyer and Buyer’s development of the Port Property dated April 1, 2017 (“MOU”).

Issues have affected timing of Buyer’s proposed purchase and development of the Port Property.

The Port and Buyer wish to extend the MOU effective date and Exclusivity Period established in paragraph 7.1 of the MOU.

AGREEMENT:

The Port and Buyer agree that the MOU and Exclusivity Period is in effect and shall remain in effect if not terminated earlier as provided in the MOU, and shall automatically terminate one hundred eighty days (180 days) from the date of this Time Extension agreement (“Extension Period”) unless extended by mutual written agreement of the parties any time prior to the expiration of the Extension Period.

Except as modified by this Time Extension agreement all terms and conditions of the MOU shall remain in effect.

This MOU Time Extension agreement may be executed as one document or in counterparts and shall take effect when signed by both parties. Each party named below warrants they have authority to sign.

PORT OF HOOD RIVER

NEAL CREEK FOREST PRODUCTS, LLC

DATE: _____

DATE: _____

By: _____

BY: _____

Michael S. McElwee, Executive Director

Paul Jones, Member

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: October 17, 2017
Re: Lease – Northwave, Inc.

Northwave, Inc. has been a tenant in the Jensen building since 2012. They lease office and production space for sail making in the north side of the building. They recently missed the renewal date for their lease and are currently in holdover status. The lease rate is currently \$1.11 per sf per month; they do not currently pay electricity, water or sewer utilities, which staff estimates would cost approximately \$300 per month.

Staff recommends lowering the lease rate to \$1.00/sf/month, effectively dropping the rent by \$250. Staff recommends adding the electrical, water, and sewer utilities usage to the lease. The lease term is for 2 years with two (1) year options to renew.

RECOMMENDATION: Approve Lease with Northwave Inc. for office space and storage unit 8 in the Jensen building.

This page intentionally left blank.

LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Lessor," and Northwave, Incorporated, hereinafter referred to as "Lessee."

1. **Description.** In consideration of the covenants of the parties, Lessor leases to Lessee approximately 2,330 square feet of space in Lessor's building commonly known as the Jensen building ("building") located at 400 Portway Ave., Oregon ("Leased Premises"). The Leased Premises are identified in the attached "Exhibit A."

Building Address:	"Jensen" 400 Portway Ave. Hood River, OR 97031
Tenant Suite:	Office Space and Storage Space 8
Approximate Square footage:	2,330

2. Term.

Lease Commencement Date:	November 1, 2017
Lease Expiration Date:	October 31, 2019
Renewal Options:	2 (1) year options
Renewal Notice Requirement:	180 days

The lease term shall be for the period commencing on **November 1, 2017** and continuing through October 31, 2019. If not in default, and if Lessee pays Lessor all real property taxes Lessee owes or may be responsible to pay under the terms of the lease, Lessee has the option to extend the lease for two extension term(s) of one year, through October 31, 2021, provided Lessee gives Lessor written notice of Lessee's intent to renew the lease for the additional term while the lease is in effect. To be effective, Lessee's notice to renew must be given to Lessor no later than 90 days prior to the lease termination date.

3. **Rental.** Monthly Rent for the Leased Premises will be the following Monthly Base Rates, plus the applicable Consumer Price Index (CPI) Rate Adjustment, as set forth below:

<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rate</u>
Office	2,042	\$1.00	\$2,042.00
Storage Space	288	\$0.25	\$72.00
	2,330		\$2,114.00

All rental amounts are payable in advance on the first day of each month, beginning on the date Lessee is entitled to occupy the Leased Premises. However, if the lease

does not begin on the first day of a month, rental for the first month shall be prorated to reflect the actual number of days in that month that the lease is in effect and shall be payable immediately.

Starting on October 31, 2018 and occurring annually thereafter, including any extensions of this lease, monthly rent will be adjusted by adding to the monthly rental amount payable during the previous 12-month period a percentage increase equal to the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period for which a published CPI is available. The CPI figure will be taken from the index entitled CPI-U for Portland, OR – all items and major group figures for all urban consumers, or, if such index is unavailable, will be taken from a similar index published by the United States Bureau of Labor Statistics. However, in no event will the annual increase be less than 1 percent or more than 5 percent.

4. **Use.** Lessee shall use the Leased Premises for office, assembly, fabrication and storage purposes. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.
5. **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, and all real property taxes assessed against all inside and outside common areas of the building based on the amount of lease space occupied by Lessee as a percentage of the total lease space in the building. 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. However, if another tenant occupies the Leased Premises and agrees to pay any portion of the real property taxes otherwise payable by Lessee, Lessee shall not be required to pay those taxes which the new tenant pays. Although Lessee is responsible to pay real property taxes, Lessor will pay the real property taxes to the taxing authority when due and send a bill to Lessee for the amount of taxes Lessor has paid, which will be payable by Lessee to Lessor within ten days after the date of Lessor's bill.
7. **Utilities.** Lessee shall be solely responsible to pay Lessor for all utilities, including gas, sewer, water, and electricity, used or consumed by Lessee on the Leased Premises, and for garbage service related to Lessee's occupancy. If any utility is provided to Lessee in common with other tenants of Lessor, Lessee shall pay a portion of the total cost of such service based on the amount of lease space occupied by Lessee as a percentage of the total lease space of all tenants using the same utilities in common with Lessee. Or, Lessor may charge Lessee more or less than other tenants if Lessor believes Lessee's gas or electricity use will likely be more or less than other tenants use. In such event, Lessor agrees to provide Lessee with an explanation of how those calculations for utility allocations were made. Lessor agrees to consider a different allocation formula for the Leased

Premises. Lessee shall notify Lessor, and shall pay Lessor for the additional service charges. Lessee shall pay Lessor for Lessee's utility service within seven days after Lessor sends Lessee a bill itemizing those charges. Lessee shall be responsible for payment of all utilities arising during the lease term. In no event shall Lessor be liable for an interruption or failure in the supply of any utilities to the Leased Premises. There are no utilities that serve the storage space being leased.

Lessee will secure and pay for Lessee's garbage service.

8. **Liability Insurance and Hold Harmless Agreement.** Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and 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 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 willful or negligent act or omission of Lessee's agents, contractors, employees, or licensees 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. If Lessee renews this lease, at the outset of the renewal term Lessor may, with written notice, raise the minimum insurance requirement to an amount of insurance that is reasonably commercially available. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and 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 insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor. A copy of the policy or certificate of insurance shall be delivered to Lessor no later than three days after Lessee occupies the Leased Premises.

9. **Fire Insurance and Waiver of Subrogation.** If the Leased Premises or building where the Leased Premises are located are partially or totally destroyed by fire or other casualty, Lessor may decide to repair the Leased Premises or building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within 30 days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the lease shall continue and Lessor shall return the Leased Premises or building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased

Premises is disrupted during Lessor's repairs a reasonable portion of the rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or building, or related to repairs undertaken by Lessor. 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 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.

10. **Lessee/Lessor Covenants.** Lessee shall not do anything which may damage the Leased Premises or any systems in the building or other areas surrounding the building. Lessee shall not be a nuisance or a menace to other tenants in the building. 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, at Lessee's expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. 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 reasonable rules adopted by Lessor which apply to all tenants of the building.

Lessee shall not 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.

Lessor shall maintain the building roof, bearing walls, exterior walls, windows and the drainage, plumbing, electrical, and heat and cooling systems installed by Lessor to the point at which they enter the Leased Premises. Lessor shall maintain exterior common areas and landscaping, and provide ice and snow removal in the parking area outside the Leased Premises [within a reasonable time after the Lessee requests removal].

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

13. **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, other than Lessee's trade fixtures, equipment, and items related to Lessee's equipment, 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 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 furnishings, furniture, and equipment, goods of any kind and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may 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.

14. **Signs.** Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from building common areas without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to maintain in good condition any signs or displays which are allowed.
15. **Common Areas/Parking.** Lessee understands and agrees that other tenants may occupy the building. This lease grants to Lessee and to Lessee's agents, employees, business invitees, customers and suppliers in connection with Lessee's business in the Leased Premises the non-exclusive right to use and enjoy throughout the existence of this lease all of the "common areas" associated with the building. "Common areas" shall be defined as all areas and improvements outside the building provided by Lessor for the joint use or benefit of tenants, their employees, customers and other invitees, including public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by other building tenants. Use of available common areas shall be subject to like, non-exclusive use on the part of other tenants who occupy space in the building or any addition thereto, as well as their agents, employees, business invitees, customers and suppliers. Lessee

agrees that its usage of such common areas shall not interfere with or be inconsistent with the similar rights of other tenants. All common areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all common areas, which Lessee agrees to abide by.

Lessee shall have five (5) designated parking spaces located near the building.

16. **Lessor's Access to Premises.** Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after 24 hours oral notice (without notice to protect public health and safety in an emergency) for the purpose of inspecting it, or to make repairs, additions or alterations to the premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on site manager) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within 30 days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof.
17. **Entire Agreement; Amendments.** This lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.
18. **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.
19. **Assignment.** Lessee agrees not to assign or in any manner transfer this lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.
20. **Default.** Time is of the essence of performance of all the requirements of this lease. If any rental 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 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.

21. **Holdover.**

If Lessee does not vacate the Leased Premises when the lease term expires, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, and at a rental rate equal to the rent last payable by Lessee during the lease term. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than 10 days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this lease or by law with respect to month-to-month tenancy.

22. **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, to the person signing the lease, or to Lessee's on site manager who at the date of this lease is Blake Richards, or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease; and if such notice is to Lessor, delivered personally to the Executive Director, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

23. **Dispute Resolution.** Any dispute involving this lease may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator they will each pay one half the costs of mediation. If mediation does not occur or does not result in a solution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action or an arbitration proceeding, including any appeal therefrom or enforcement

action, shall be entitled to recover their reasonable attorney’s fees and costs and disbursements incident thereto.

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

DATED this _____ day of _____, 2017.

Lessee: Northwave, Incorporated

Lessor: Port of Hood River

Signed:

Signed:

By: Blake Richards

By: Michael McElwee

Its: President

Its: Executive Director

Address: 400 Portway Ave.
Hood River, OR 97031

Address: 1000 E. Port Marina Drive
Hood River, OR 97031

Email/phone: Blake.richards@decavo.com/ 541
399-3882

Email/phone: (541) 386-1645

Commission Memo

Prepared by: Michael McElwee
Date: October 17, 2017
Re: Siegel Consulting – Contract Amendment



On July 12, 2016, the Port executed a contract with Siegel Consulting (“Siegel”) to perform financial analysis and strategic assessment services for replacement the Hood River Bridge. The contract was amended in October 2016 to anticipate additional work associated with the Port’s 2017 legislative efforts for a maximum contract amount of \$34,000.

Siegel provided crucial support leading up to passage of HB 2750. Important steps are now necessary to implement HB 2750 and Siegel can provide additional, needed assistance to the Port before he retires in December. These efforts include re-writing of P3 Administrative rules, preparation of 2018 Washington state legislative strategy, preparation of a draft P3 Request for Proposals, and negotiations with ODOT regarding a bridge replacement pre-development funding agreement. This contract amendment would allow Siegel to assist the Port on these important tasks through December 31, 2017.

RECOMMENDATION: Authorize Amendment No. 2 to contract with Siegel Consulting for Bridge Replacement consulting services not to exceed \$40,000 for a total contract amount of \$74,000.

This page intentionally left blank.

AMENDMENT NO. 2
TO PERSONAL SERVICES CONTRACT

This is Amendment No. 2 to the Personal Services Contract ("Contract") entered the 5th day of October, 2015, as amended July 12, 2016, by and between Steven M. Siegel ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract for bridge replacement strategic planning and financial analysis services associated with future replacement of the Hood River Bridge ("Project"); and

WHEREAS, the Port desires that additional such services be performed by Contractor and that the term of the Contract be extended; and

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

NOW THEREFORE, Port and Contractor agree that Contractor will carry out additional services for an additional amount not to exceed **\$40,000** for a total revised total Contract amount not to exceed **\$74,000** plus reasonable reimbursable expenses; and

Port and Contractor agree to extend the term of the Contract through December 31, 2017.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 2 to be duly executed.

DATED: _____, 2017

Steven M. Siegel

Port of Hood River

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

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