



PORT OF HOOD RIVER COMMISSION
AGENDA
Tuesday, November 17, 2020
Via Remote Video Conference, Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment
 2. Consent Agenda
 - a. Approve Minutes of the November 3, 2020 Regular Session (*Maria Diaz, Page 3*)
 - b. Approve Lease with Roam and Shelter LLC in the Chamber Building (*Anne Medenbach, Page 7*)
 - c. Approve Revised Contract with Lerner Computer Support for IT Services (*Fred Kowell, Page 23*)
 - d. Approve Accounts Payable to Jaques Sharp in the Amount of \$5,841.95 (*Fred Kowell, Page 29*)
 3. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
 - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 33*)
 4. Presentations & Discussion Items – (*None*)
 5. Executive Director Report (*Michael McElwee, Page 47*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Approve 2021 Waterfront Parking Rate Schedule (*Michael McElwee, Page 49*)
 - b. Approve Support of Public Testimony by Hood River County Energy Council to Oregon Public Utilities Commission Regarding Implementation of Executive Order 20-04 (*Michael McElwee, Page 53*)
 - c. Approve Amendment No. 1 to Contract with Steve Siegel for Consulting Services Related to Bridge Replacement Governance (*Kevin Greenwood, Page 57*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) real estate negotiations.
 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 November 3, 2020 Regular Session
 Via Remote Video Teleconference & Marina Center Boardroom
 5:00 p.m.*

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

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

Present: Commissioners John Everitt, Kristi Chapman, Hoby Streich; from staff, Michael McElwee, Fred Kowell, Kevin Greenwood, Anne Medenbach, Genevieve Scholl, and Daryl Stafford, Legal Counsel Jerry Jaques

Absent: Ben Sheppard, David Meriwether

Media: None.

1. CALL TO ORDER: President John Everitt called meeting to order at 5:00 pm.

a. Modifications or additions to the agenda:

- 1) Corrected Meeting Minutes to the October 20 Meeting: No reference to commission decision about the Exit 62 Agreement. Vice President Ben Sheppard should be recorded as “Vice President” instead of “Acting President.”
- 2) Staff Recommend Moving the RBS Battens Systems Lease from Executive Session to Action Item e.

b. Public Comment: None.

2. CONSENT AGENDA:

Motion: Approve the Amended Consent Agenda and Approve the Minutes as Amended.

Move: Streich

Second: Chapman

Discussion: None

Vote: Unanimous

3. INFORMATIONAL REPORTS:

- a. Bridge Replacement Project Update**
- b. Financial Report for the 3 Months Ending September 30, 2020**

4. PRESENTATION AND DISCUSSION ITEMS: None.

5. EXECUTIVE DIRECTOR REPORT: McElwee called for any questions or comments to the Directors Report. Commissioner Streich spoke, discussing the agenda for Fall Planning on the 10th of November. Streich asked the Commission what they thought about adding the discussion item under (d): Airport Noise Mitigation and adding a discussion about the RFP process for FBO operators at the Airport. Commissioner Chapman thought it was a great idea to have a discussion before going out for an RFP. Medenbach stated that she is aware there are many changes being made to the FBO the would need Commission discussion before issuing an RFP. The discussion is to be added under discussion item (d) for the November 10th meeting.

6. COMISSIONER, COMMITTEE REPORTS: None

7. ACTION ITEMS:

a. Approve Contract with Bulldog Welding for Bridge Deck Repair Welding

Motion: Approve contract with Bulldog Welding for bridge deck welding not to exceed \$25,600.

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

b. Approve Use Agreement with Columbia Area Transit for Ski Resort Shuttle Parking at the Event Site

Motion: Authorize Agreement with Columbia Area Transit for skier shuttle parking at the Event Site during the 20/21 ski season.

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

c. Approve Amendment No. 2 to Contract with ODOT for Consultation Services Related to Bridge Replacement

Motion: Approve Amendment No. 2 with the Oregon Department of Transportation for Consultation Services related to bridge replacement, subject to legal counsel review.

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

d. Approve Amendment No. 3 to Contract with Lerner Computer Support for IT Services

Motion: Approve Amendment No. 3 to contract Lerner Computer Support for information technology support not to exceed \$35,000.

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

e. Approve Approval of the RBS Batten Lease

Motion: Approve Lease with Robichaud Batten Systems, Inc. for 11,371 square rentable feet at the Jensen Building.

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

8. COMMISSION CALL: Commissioner Streich spoke requesting further clarification regarding potential hanger development at the airport, stating that he would like to see a spreadsheet that illustrated scenarios where the Port builds and leases the hangars, a private sector partner builds the hangars and leases only the land, or other potential scenarios. Streich is wanting to see if there is Commission consensus to evaluate different scenarios. Commission consensus to have further discussion at Fall Planning and future meetings to evaluate the best scenario for long-term Port interests.

9. EXECUTIVE SESSION: None

10. POSSIBLE ACTION: None.

11. ADJOURN

Motion:
Motion to adjourn the meeting
Vote: Unanimous
MOTION CARRIED

The meeting adjourned at 5:36 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

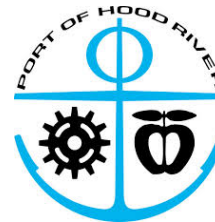
John Everitt, President

David Meriwether, Secretary

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Commission Memo

Prepared by: Anne Medenbach
Date: November 17, 2020
Re: Roam and Shelter Lease



Roam and Shelter, LLC is an existing business looking to expand out of their home workspace and would like to lease available space in the Big 7 Building. Roam and Shelter manufactures soft goods and furniture. Ken Peterson, who was the previous tenant of the space, was also a wood worker and the space is set up well for such use. They would like to begin their Lease as soon as possible as Mr. Peterson has vacated the space.

RECOMMENDATION: Approve Lease with Roam and Shelter LLC for 560 square feet in the Big 7 Building.

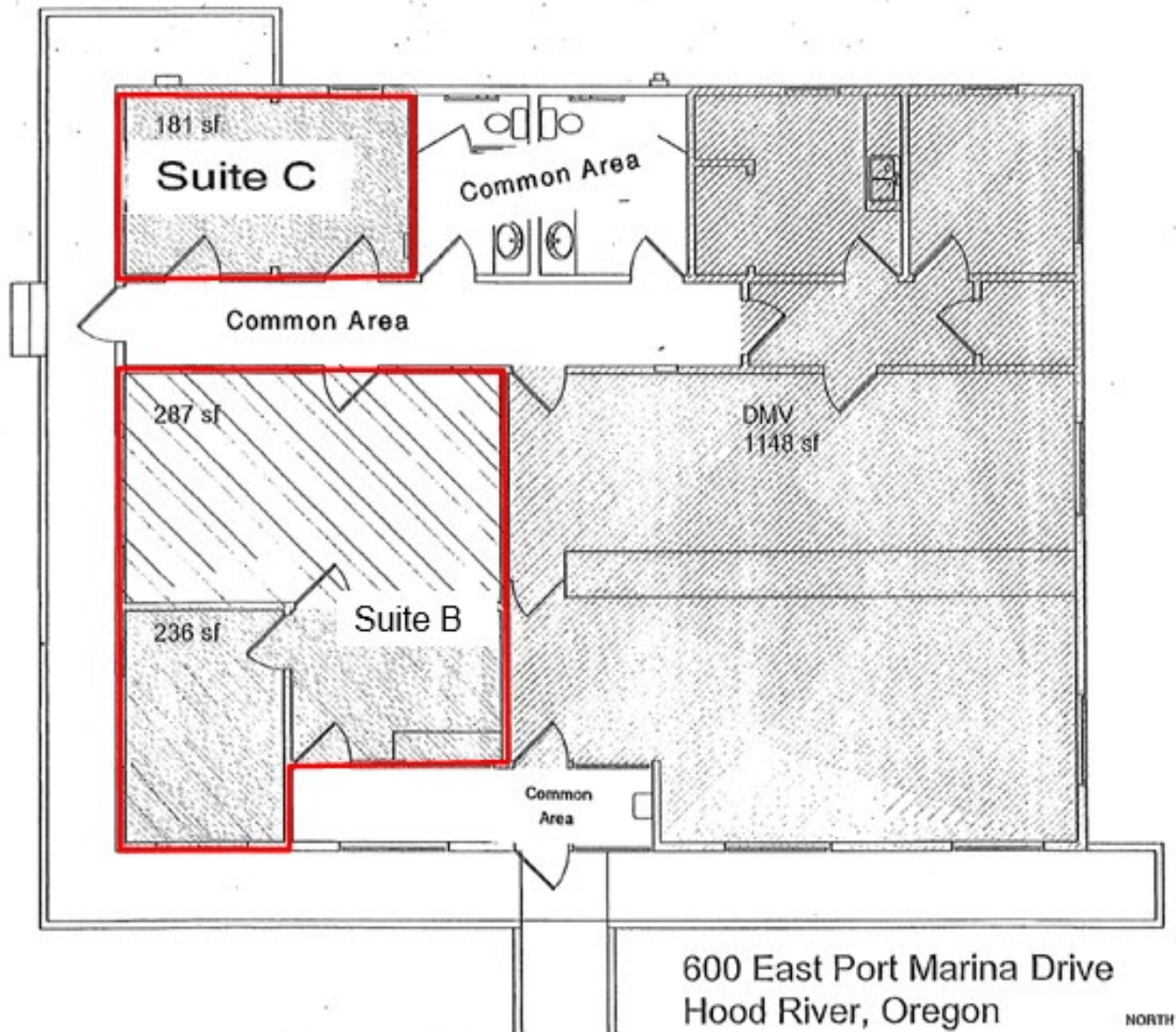
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Lease Term Sheet

**Big 7 Building, 616 Industrial Street
Suites 102
November 17, 2020**

TENANT:	Roam and Shelter, LLC.
USES:	Soft goods and furniture production space
AREA:	560 rentable square feet (incl. 12% load factor)
Base Rent:	\$0.60/sf
RATE ADJUSTMENT	Annual increase at CPI
TERM:	1-year initial term 1- year renewal option
Additional Rent:	<ol style="list-style-type: none"> 1. Taxes (unless tenant applies as a non profit for exemption) 2. In suite utilities 3. Common area utilities 4. Maintenance of common areas (materials and outside services only). <p>Estimated amount is \$0.27/sf x 560=\$151/month</p>
JOBS:	Two Full Time Employers
MAINTENANCE:	Tenant responsible for all interior suite maintenance. Port responsible for all common area interior and exterior maintenance. The Port will paint the interior and clean the carpet.
Tenant improvements:	None



LEASE

THIS "LEASE" is entered into in Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Lessor," and **ROAM AND SHELTER, LLC**, an Oregon Limited Liability Company, hereinafter referred to as "Lessee." Lessor and Lessee may hereafter be referred to individually as a "party" or collectively as the "parties."

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor leases to Lessee approximately 500 square feet of space in Lessor's building commonly known as the Big 7 Building ("Building") located at 616 Industrial Street, Hood River, Oregon ("Leased Premises"). The Leased Premises are identified in the attached "Exhibit A."

Building Name:	Big 7 Building
Building Address:	616 Industrial Street
Lessee Suite/Description:	102
Leased Premises SF:	500
Rentable Area SF:	560

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **November 4, 2020** and continuing through **October 31, 2021**. If not in default under the Lease, and if Lessee pays Lessor all Rent Lessee owes or may be responsible to pay under the Lease, Lessee has the option to extend the Lease for one extension term of one year, through **October 31, 2022** 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 received by Lessor no later than ninety (90) calendar days prior to the Lease termination date.

Effective Date:	November 4, 2020
Lease Expiration Date:	October 31, 2021
Renewal Options:	A one (1) x one (1) year renewal term
Renewal Notice Requirement:	Ninety (90) calendar days

- 3. Allowed Use.** Lessee shall use the Leased Premises for furniture and soft good production. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor's discretion.
- 4. Rentable Area Load Factor.** Each Building tenant, including Lessee, is responsible to pay for their share of Building Operating Expenses related to "Building Common Areas" consisting of interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators. A "Load Factor" is calculated to determine Building tenant payments owed for Building Common Area Operating Expenses, which is added to the Base Rent.

Load Factor Formula: The total Building square footage is 42,017 SF. The Building Common Area square footage is 5,123 SF. The total Building square footage divided by the total Building

square footage minus the Building Common Area square footage equals the Load Factor 12%. The Big 7 Building Load Factor is 12%.

“Rentable Area” square footage is the Leased Premises square footage is 500 SF x 1.12. The rentable Area Square footage used to calculate Rent (as defined below) is 560 SF.

5. Rent.

The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

5.1 Base Rent. Beginning on the Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. 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.

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
102	560	\$0.60	\$336.00

5.1.1 Consumer Price Index (CPI). Starting on the first anniversary of the Effective Date, if Lessee elects to extend the Lease for the one (1) year extension term, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (“CPI”) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than one percent (1%) or more than five percent (5%).

5.2 Additional Rent. Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 5.3.1 and Taxes and Assessments as defined in Section 5.3.2.

5.3 Additional Rent Calculation.

<u>Rentable Area (Square Footage)</u>	<u>CAPPED RATE per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
560	\$0.27 CAPPED	\$151.00

5.3.1 Operating Expenses. Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Building Common Areas, and Building Exterior Areas which are located on Lessor property adjacent and related to the Building, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

5.3.1.1 All costs and expenses incurred by Lessor in maintaining and repairing the Building, the Building Common Areas and "Building Exterior Areas" which are located on Lessor property adjacent to or related to the Building, including but not limited to:

- 5.3.1.1.1** General Building Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;
- 5.3.1.1.2** Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;
- 5.3.1.1.3** Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;
- 5.3.1.1.4** General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.
- 5.3.1.1.5** Property management and administration fees required to enable the Building to be used by tenants and maintained.

5.3.1.2 All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

5.3.1.3 Operating Expenses shall not include (a) Lessor's capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with the Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses; (b) attorneys' fees incurred in enforcing the terms of any Building lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor's general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building Exterior Areas; and (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

5.3.1.4 Additional Rent charged to Lessee under Section 5.3.1 may not exceed an annual increase of 4%.

5.3.2 **Taxes and Assessments.** Lessee shall pay its proportionate share of all current assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building, Building Common Areas and Building Exterior Areas and the property on which those sit, whether or not now customary or within the contemplation of the parties.

Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

5.3.3 Annual Adjustment/Reconciliations. Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) calendar days after the date Lessor sends the Itemized Statement to Lessee.

6. Building Common Areas and Building Exterior Areas. Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use and benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit B". Use of available Building Common Areas and Building Exterior Areas shall be subject to compatible, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building 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 Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.

6.1 Building Exterior Areas include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants as shown in Exhibit B.

6.2 Building Common Areas include interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators.

7. Parking. Lessee may park vehicles in Building Exterior Areas designated by Lessor for vehicle parking. As part of this Lease, Lessee may also park one (1) vehicle in the designated parking space located in the Building's north parking lot. Lessor shall have no obligation to monitor parking or enforce parking restrictions associated with Lessee's designated parking spaces.

8. Maintenance and Repair.

Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. A portion of the cost of Lessor maintenance and repair activities related to Lessee's occupancy of the Leased Premises shall be payable by Lessee as Additional Rent.

8.1 Lessor Obligations. Lessor shall maintain the Building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Building Exterior Areas, and Building Common Areas, including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee and other Building tenants, in reasonably good order and condition except for damage occasioned by Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Building. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

8.2 Lessee Obligations. During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition and repair. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses.

9. Insurance.

9.1 Lessee 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, Lessor's Port Commissioners, officers, employees and agents, 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, attorney fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor, Lessor's Port Commissioners, officers, employees and agents, by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

9.2 Lessee Insurance. On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises. The combined single limit shall not be less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar 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.

(b). Property Damage insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

9.3 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) 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 thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effective as of 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.

10. Lessor Funded Tenant Improvements. If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.

11. Tenant Alterations. Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations, Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as mutually agreed upon by the parties; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor.

12. Fixtures and Personal Property. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises or Building. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property 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 personal property, 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 thirty (30) calendar 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 affect 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.

13. Condemnation. If more than twenty-five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in

connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against Lessor or the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

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 the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

15. Leased Premises Condition; Lessor Access. Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Lessor in the condition when leased or as improved in good, "broom clean" condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty-four (24) hours oral or written notice (or without notice if necessary to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. An e-mail from Lessor to Lessee (or Lessee's on-site manager if any) 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 thirty (30) calendar days (or immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor 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 thirty (30) calendar days, pay to Lessor the cost thereof and pay Lessor's related costs.

Lessor shall provide up to five (5) access keys to the Leased Premises or up to five (5) access cards. Additional keys or lost keys may be purchased from Lessor for twenty dollars (\$20.00) per key. Additional access cards may be purchased from Lessor for twenty-five dollars (\$25.00) per card. If Lessor is managing a key system which requires issuance of a rekey, Lessee shall be responsible for the cost associated with Lessor issuing a rekey.

16. 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.

- 17. 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.
- 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 Leased 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 Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar 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) calendar 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 Leased 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 Rent and damages shall survive such termination and Lessor may re-enter, take possession of the Leased 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 month-to-month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Lessor may choose to lower the rental rate and will notify Lessee of such choice in writing once Lessee is holding over. 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 ten (10) calendar 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 if any, to the person signing the Lease, or to Lessee’s on site manager if any who at the date of this Lease is Larry Wilson, 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 of the Port of Hood River, at the Port of Hood River’s office located at 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 (2) business days after the date of mailing.

23. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. 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, mediation or 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 _____, 2020.

Lessee: Roam and Shelter, LLC

Lessor: Port of Hood River

Signed: _____
Larry R. Wilson

Signed: _____
By: Michael McElwee

Address: 1517 Columbia Street
Hood River, OR 97031

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

Email/phone: (503) [334-7747](tel:334-7747)
lwilsonproject@gmail.com

Email/phone: (541) 386-1645

Exhibit A LEASED PREMISES

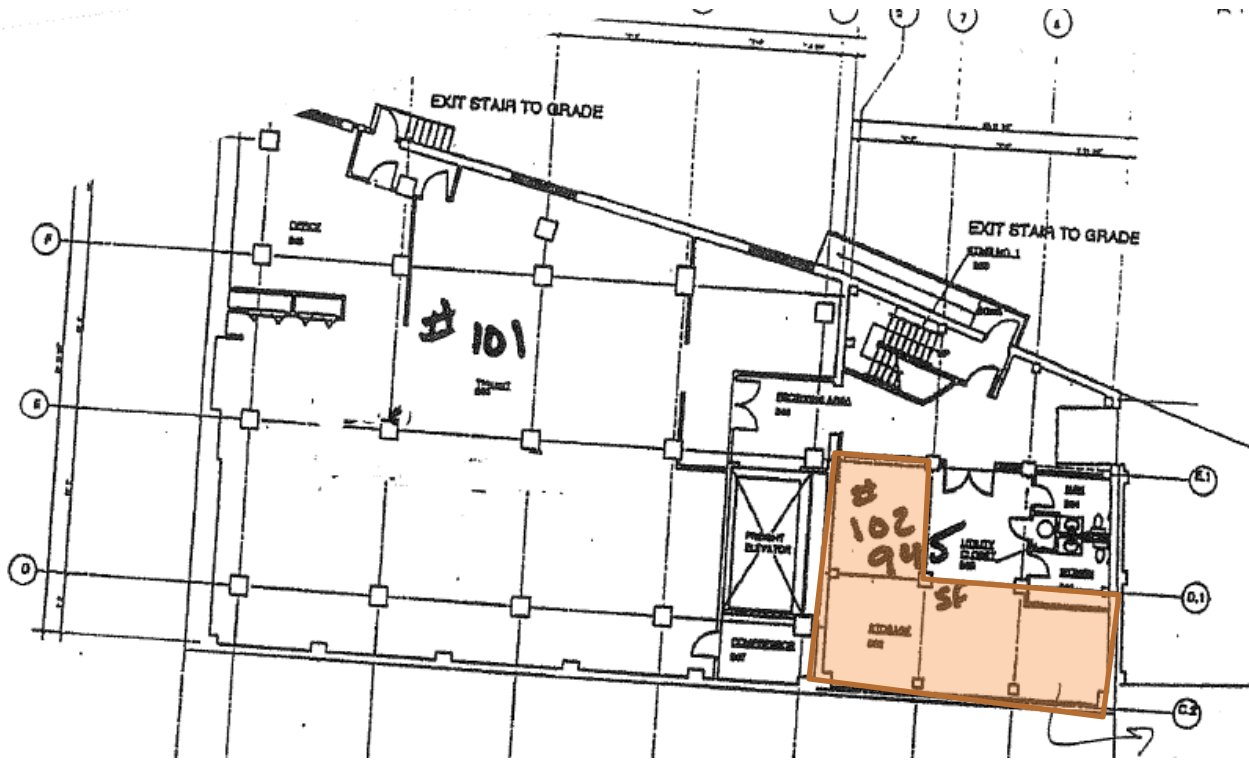
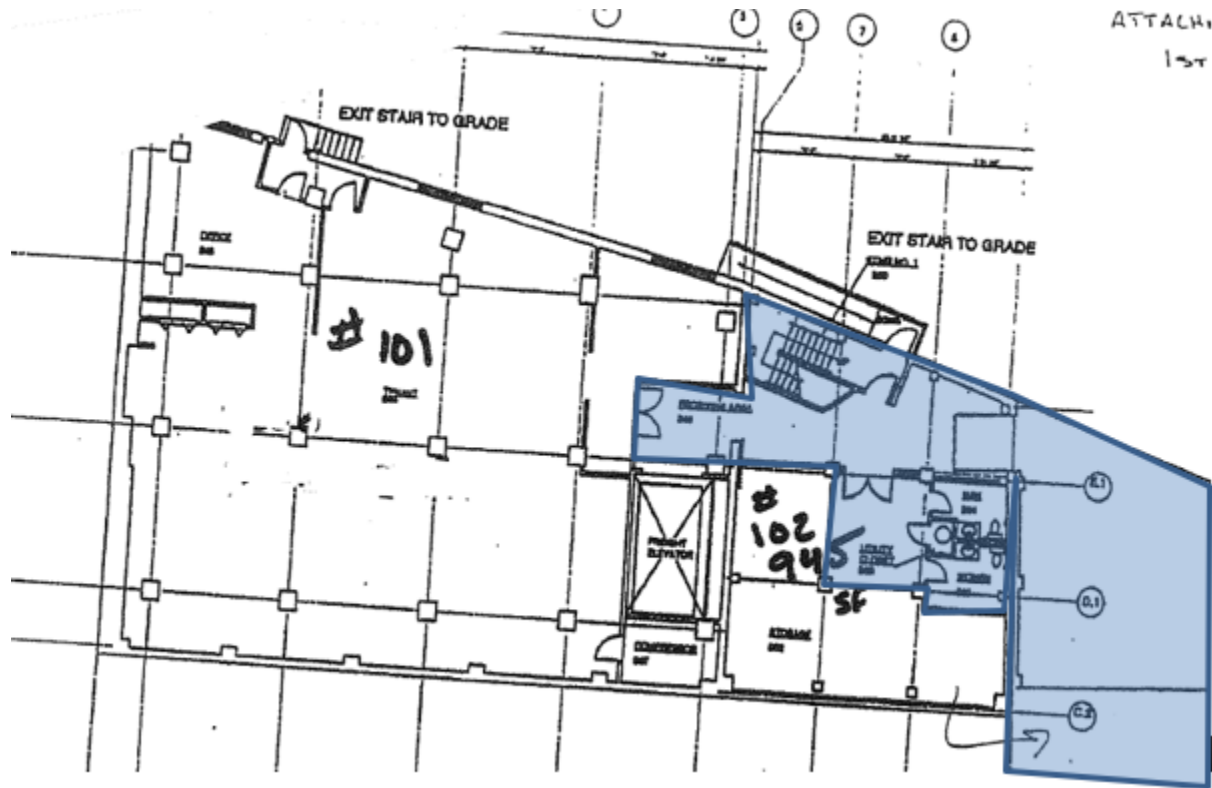


Exhibit B COMMON AREAS AND BUILDING EXTERIOR AREAS



Commission Memo

Prepared by: Fred Kowell
Date: November 17, 2020
Re: Lerner Computer Support Contract



Jack Lerner, sole proprietor of Lerner Computer Support, has requested a correction in the contract approved by the Commission at the November 3 meeting. The approved contract listed his current hourly rate of of \$95/hr., which has been the rate for the last 8 years. Mr. Lerner would like to revise the rate, increasing to \$115/hr.

Such contract revision requires Commission approval. Staff has called around to other companies and the \$115/hr rate is within the range of rates that are billed by IT companies and in most cases on the lower end.

Since the Board has already approved the contract not to exceed \$35,000, the only change is the approval of the contract rate from \$95/hr to \$115/hr.

My apologies for not vetting this more thoroughly with Lerner Computer Services, but staff believes the rate to be appropriate since his existing rate has not changed over 8 years.

This is included in this year's budget.

RECOMMENDATION: Approve contract with Lerner Computer Support at the revised hourly rate of \$115 for IT services.

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**Personal Services Contract – Amendment 3
For Services Under \$35,000**

1. This Contract is entered into between the Port of Hood River ("Port") and **Jack Lerner Computer Support** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$35,000**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract is an amended amount and shall be in effect from the date at which every party has signed this Contract through the date at which funds are exhausted. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

JACK LERNER COMPUTER SUPPORT

PORT OF HOOD RIVER

Signature Date
President, Lerner Services, Inc.
6465 Trout Creek Ridge Road
Parkdale OR 97041
(541) 352-1036
Federal ID or Social Security Number: 26-0772147

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

Personal Services Contract Exhibit A

I. SCOPE OF WORK:

All information technology requests that are approved by Port management which relates directly to the Port's internet, computer hardware (servers, PC's, laptops, netbooks, etc.), mobile devices, telecommunications including phone systems, switches, security systems, computer software applications including the BreezeBy, copier, fax, wireless routers, and other IT applications (web portal for payment gateway).

This Personal Services Contract supersedes the contract last dated June 4, 2019.

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be: Respond within a 24 hour period or less based upon the severity and risk related to the issue at hand. Servers, tolling software, and telecommunications may need immediate attention versus the development of a program to accept payments. Thus, the timeframe for the deliverable(s) shall be: **as requested by Port of Hood River management.**

III. CONSIDERATION:

Hourly rates under this Contract shall be \$ 115/hr.

Port shall reimburse Contractor for reasonable expenses associated with the purchases that are made on behalf of the Port to repair or replace equipment or materials, that are not considered part of this contract limit.

IV. BILLING AND PAYMENT PROCEDURE:

The Contractor shall submit to the Port for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

- Invoice date
- Project or task title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

Invoices may be submitted monthly, or at such other interval as is specified below:

The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.

**Personal Services Contract
Exhibit B**

INSURANCE

During the term of this Contract, Contractor shall maintain in force at its own expense, each insurance noted below:

- 1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt order ORS 656.027.)

_____ Required and attached OR ___x___ Contractor is exempt

Certified by Contractor: _____
Signature/Title

- 2. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.

_____ Required and attached Waived by Finance Manager ___X_____

- 3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

_____ Required and attached Waived by Finance Manager ___X_____

- 4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

___x___ Required and attached Waived by Finance Manager _____

- 5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.

- 6. Certificate of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract. The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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Commission Memo



Prepared by: Fred Kowell
Date: November 17, 2020
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$5,841.95
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$5,841.95
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JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

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

Page: 1
 November 05, 2020
 Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS					
JJ					
525.00	300.00	0.00	0.00	-525.00	\$300.00
GRANT-Airport Improvements (FAA)					
500.00	0.00	0.00	0.00	-500.00	\$0.00
LEASE (Robichaud Batten Systems, Inc)					
0.00	1,165.00	0.00	0.00	0.00	\$1,165.00
LEASE (Pfriem Brewing)					
0.00	1,550.00	0.00	0.00	0.00	\$1,550.00
AUDIT LETTERS					
0.00	25.00	0.00	0.00	0.00	\$25.00
AIRPORT T-HANGER LEASE FORMS (2012-2013)					
0.00	225.00	0.00	0.00	0.00	\$225.00
ODOT BRIDGE FUNDS IGA (State of OR; ODOT)					
0.00	75.00	0.00	0.00	0.00	\$75.00
ODOT IGA - I-84 BRIDGE REPLACEMENT					
450.00	125.00	0.00	0.00	-450.00	\$125.00
PURCHASE (HANEL PROPERTY ODELL)					
1,125.00	0.00	0.00	0.00	-1,125.00	\$0.00

HOOD RIVER, PORT OF

Nov
Account No:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
EXIT 62 PROPERTY (Four Feathers Farms, LLC) 900.00	1,170.00	0.00	6.95	-900.00	\$1,176.95
EMPLOYEE MATTERS 25.00	0.00	0.00	0.00	-25.00	\$0.00
ELECTRIC VEHICLE CHARGER AGREEMENT(Forth(non-profi 595.00	0.00	0.00	0.00	-595.00	\$0.00
Charter Internet License (Marina Green) 800.00	0.00	0.00	0.00	-800.00	\$0.00
TOLL COLLECTION IGA's 580.00	0.00	0.00	0.00	-580.00	\$0.00
CONCESSION PERMITS 1,950.00	0.00	0.00	0.00	-1,950.00	\$0.00
CITY DRAINAGE CONNECTION 8TH ST. (City Of HR; Pfri 0.00	1,000.00	0.00	0.00	0.00	\$1,000.00
BISTATE WORKING GROUP-NEW BRIDGE 0.00	175.00	0.00	0.00	0.00	\$175.00
PROPERTY PURCHASE [REDACTED] 0.00	25.00	0.00	0.00	0.00	\$25.00
<u>7,450.00</u>	<u>5,835.00</u>	<u>0.00</u>	<u>6.95</u>	<u>-7,450.00</u>	<u>\$5,841.95</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 31st OF OCTOBER UNLESS OTHERWISE STATED



Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report

November 17, 2020

The following summarizes Bridge Replacement Project activities from Nov. 1-12, 2020:

FEIS/ROD CRITICAL PATH ACTIVITIES

Separate memo in packet, along with November monthly update. Big milestone is the release of the Supplemental DEIS. A public Open House will be promoted in the weeks leading up to the Zoom meeting on Thursday, December 3rd at 5:30pm. A promotional flier is included in the packet.

BI STATE WORKING GROUP UPDATE

The Bi State Working (BSWG) met on Friday; agenda is included. Sen. Curtis King attended and the Washington members of the committee formally asked him to carry the preliminary review legislation for the creation of a new bridge authority. The Siegel Governance contract scope was also reviewed.

BUILD UPDATE

Staff continues to prepare contracts for commission consideration:

- Clary Consulting Services, Project Delivery/Procurement Advising, \$40,000. Scope of work included in packet. Proposed Commission Consideration for contract: December 1
- Otak AE/Design Procurement Assistance, \$22,000 Scope of work included in packet. Proposed Commission Consideration for contract: December 1
- BUILD contract development continues. Estimation for Commission Consideration: mid-January.
- AE/Design Advising Scope of Work is being developed by WSP this week. The Scope will be reviewed by staff, the project team, Mike Fox (retired Bechtel engineer), and ODOT.

MEETING SCHEDULE

- BSWG Meeting, Nov. 13
- SDEIS Outreach Meeting, Nov. 13
- WSP AE/Design Advising Scope Development, Nov. 13
- WSP AE/Design Meeting, Nov. 16
- WSP Weekly NEPA Check In, Nov. 16
- Thorn Run Check In, Nov. 17
- Sec 106 Consulting Party Meeting, Nov. 17
- Port Commission Meeting, Nov. 17
- Cultural Resource Meeting, Nov. 20

- WSP Weekly NEPA Check In, Nov. 23
- NEPA Coordination Meeting, Nov. 24
- Thanksgiving Break, Nov. 26-27
- WSP Weekly NEPA Check In, Nov. 30



MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Brian Carrico, WSP
SUBJECT: Status of Critical Path Activities and Projected Work through Dec 15
DATE: November 11, 2020

CRITICAL PATH ACTIVITIES

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

1. AGENCY/TRIBE INVITATION LETTERS – COMPLETE

2. AGENCY/TRIBE REVIEW OF METHODOLOGY MEMORANDA – COMPLETE

3. ENDANGERED SPECIES ACT (ESA) COMPLIANCE

PROGRESS:

- Biological Assessment in review.
- Discussion with USFWS service on consultation status.

CHALLENGES:

- None.

SCHEDULE RISKS:

- **Moderate risk** associated with NMFS and USFWS to completing consultation on schedule.

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

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



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

PROGRESS:

- Historic Resources Technical Report revised to address ODOT review comments and sent to the Oregon SHPO, Washington State DAHP, and tribes on Oct 15; 30-day review period ends Nov 16.
- Review period ended on Oct 13 for the updated Cultural Resources methodology memo, baseline scan, and archaeological survey reports. Comments were received from agencies and tribes; revisions are underway.
- A revised schedule was developed for the Programmatic Agreement (PA) and mitigation plan for the adverse effects to the bridge with the Oregon SHPO, Washington State DAHP, tribes and Section 106 consulting parties. Discussions and meetings began on Nov 2 (tribes) and Nov 4 (agencies).
- Comments on archaeological field investigation methodology resulted in the need to modify proposed efforts including additional excavations. Field work anticipated to begin on Sep 17.

CHALLENGES:

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

SCHEDULE RISKS:

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

SCHEDULED COMPLETION DATE: ~~4/16/2021 (APRIL 2020 MEMO); 5/17/2021 (MAY 2020 MEMO); 5/4/2021 (JUNE 2020 MEMO); 3/3/2021 (JULY 2020 MEMO); 5/27/2021 (AUGUST MEMO); 6/18/21 (SEPT MEMO); 6/2/21 (OCT MEMO); 6/25/21 (NOV MEMO)~~

- Adjustment made to schedule to capture planned archaeological testing fieldwork. This adjustment pushed the schedule to complete Section 106 activities out to late-June 2021.
- Successor task: Final EIS (final review draft)

5. SUPPLEMENTAL DRAFT EIS PUBLICATION DATE

PROGRESS:

- Completed SDEIS draft based on comments from reviewing agencies and final preparations are occurring for publication on Nov 20 including final document formatting and obtaining required approval signatures.
-
- Tribal consultation has restarted; however, tribal governments continue to focus on COVID-19 issues and September wildfires.
- Three tribes are conducting ethnographic studies that will inform the cultural resources analysis and will be incorporated into the SDEIS. Draft results received from all tribes. Expect final results



when tribal councils/committees are able to approve, which is dependent on tribes' resumption of activities after COVID risks are lowered.

CHALLENGES:

See challenges identified in Milestone 4.

SCHEDULE RISKS:

- **Moderate risk:** SDEIS publication date slipped one week to account for late comments from the U.S. Coast Guard and one tribe. No further schedule adjustments are expected.

SCHEDULED COMPLETION DATE: ~~11/13/20~~ (APR MEMO); **11/20/2020**

- One week delay to incorporate late comments submitted by the U.S. Coast Guard and one tribe.
- Successor tasks: Public Review Period, Final EIS Footprint Set, and Final EIS/Record of Decision

6. CONFIRM NAVIGATION CLEARANCE – COMPLETE

7. FINAL EIS FOOTPRINT SET

Not started, successor task to the SDEIS publication.

SCHEDULED COMPLETION DATE: ~~1/28/2021~~ (APR MEMO); **2/3/2021 NOV MEMO)**

- One week delay cascaded down from the SDEIS publication date change.
- Successor tasks: Final EIS/Record of Decision

8. PUBLISH FINAL EIS/RECORD OF DECISION

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

SCHEDULED COMPLETION DATE: ~~7/22/2021~~ (APR MEMO); **7/28/2021 (NOV MEMO)**

- One week delay cascaded down from the SDEIS publication date change.
- Successor tasks: Close out EIS project



PROJECTED WORK FOR NEXT 30 DAYS

The following work is projected to occur from November 15 through December 15.

TASK 1. PROJECT MANAGEMENT

- Coordination with Port, Consultant Team and other agencies
- Invoice for October activities
- Update schedule and critical path status
- Contingency release request for cultural resources.

TASK 2. PUBLIC INVOLVEMENT

- Advance preparations for the SDEIS public hearing/community meeting on Dec 3
- Prepare monthly update for December issue.

TASK 5. ENVIRONMENTAL

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, cultural resources, tribal coordination and all other facets of NEPA compliance.
- Address comments on the revised Historic Resources Technical Report from Oregon SHPO, Washington State DAHP, and tribes upon closure of the 30-day review period ending Nov 16.
- Address Oregon SHPO, Washington State DAHP, and tribes' comments on the draft Archaeological Survey Report; prepare and submit revised report for FHWA review.
- Begin public review process of SDEIS including distribution and planning, preparation and conducting community meeting and hearing scheduled for Dec 3. Begin receiving and review of comments.
- Conduct meetings for the Section 106 consulting parties to begin developing mitigation options for removal of the historic Hood River Bridge; meetings planned for Nov 17 and Dec 7.

TASK 6. ENGINEERING

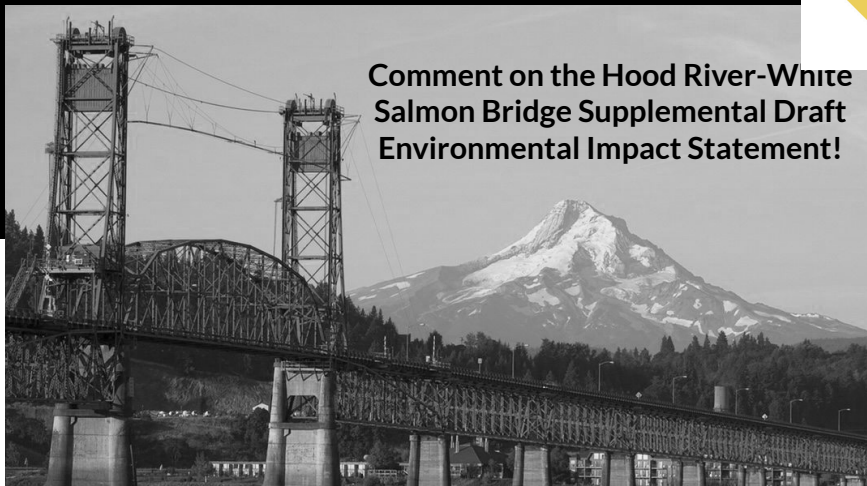
- Support the Supplemental Draft EIS production by addressing Requests for Information regarding design.

TASK 7. TRANSPORTATION (TASK COMPLETE)

TASK 8. PERMIT ASSISTANCE

- Updated permit from the USACE obtained with new work window. Update and extend other existing permits for this work to show revised schedule and work window to support conducting the geotechnical work in 2021.

Comment on the Hood River-White Salmon Bridge Supplemental Draft Environmental Impact Statement!



We are making progress toward replacing the Hood River-White Salmon Bridge and have released the project's Supplemental Draft Environmental Impact Statement. Learn more and provide your comments!

PUBLIC HEARING:

Thursday, December 3, 2020
5:30 - 7 p.m.

Online Meeting
Limited in-person seating by
appointment (call 541-961-9517)

Short presentation followed by
public comment opportunity

**Video recording will be posted
online after the meeting**

Learn more: <http://bit.ly/HoodRiverBridge>

Need in-person accommodations?
Call us at 541-961-9517 to make an ³⁹ appointment to meet with project staff.

SUBMIT YOUR COMMENTS:

Public comment period from Nov. 20,
2020 to Jan. 4, 2021

- **Email:**
newbridge@portofhoodriver.com
- **Call:** (833) 215-2352
- **Write:**
Port of Hood River,
Attn: Kevin Greenwood
1000 E. Port Marina Drive,
Hood River, OR 97031



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DRAFT AGENDA

Bi-State Bridge Replacement Working Group Video Meeting

November 13, 2020 / 1:00-2:30

Video Conference Zoom Credentials Sent via Email

Members: Betty Barnes (Mayor), City of Bingen; John Everitt (President), Port of Hood River; Marla Keethler (Mayor), City of White Salmon; Kate McBride (Mayor), City of Hood River; Rich McBride (Commissioner), Hood River County; David Sauter (Commissioner), Klickitat County; Kristi Chapman (Commissioner), Port of Hood River - *alternate*.

Staff: Kevin Greenwood (Project Director), Port of Hood River; Michael McElwee (Executive Director), Port of Hood River

- | | | |
|----|---|------|
| 1. | Welcome | 1:00 |
| 2. | Washington Legislative Update – Brad Boswell, Sen. Curtis King, Reps. Gina Mosbrucker and Chris Corry | 1:05 |
| 3. | Oregon Legislative Update – Dan Bates/Miles Pengilly | 1:30 |
| 4. | Phase 2A/BUILD Contracts | 2:00 |
| | A. Concept Schedule | |
| | B. Siegel Governance Scope, Budget and Schedule | |
| 5. | P3 Discussion / Information Panel Thoughts? | 2:15 |
| 6. | Public Hearing, Thurs., Dec. 3, 2020 | 2:28 |
| 7. | Next Meeting – Fri. Dec. 4 at 1pm | 2:29 |
| 8. | Adjournment | 2:30 |

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Hood River Bridge – Clary Consulting Company Scope of Services

Clary Consulting Company (Clary) will provide strategic advice for procurement/project delivery and traffic and revenue analysis activities associated with the Hood River Bridge replacement project. These services will be provided under an upset limit contract of \$40,000, using a task order approach where Clary will perform requested activities under a specific task order/budget issued by the Port of Hood River.

Clary Consulting Company will assist with the following Tasks as directed and agreed upon by the Port:

1. Present project delivery options overview presentation to newly elected officials via Zoom – assume \$3,000.
 - a. Develop draft presentation for review by Port staff.
 - b. Update the presentation based on review comments.
 - c. Present presentation for officials.
 - d. Be available for follow up questions in coordination with Task 3.
2. Review Scopes/Budget/Schedules for contracts required for pre-construction tasks – assume up to \$15,000. Assisting in evaluation of proposals or negotiations of proposal rates and expense is not included in this budget.
 - a. Review draft outline of pre-construction tasks and options in coordination with Tasks 3 and 4.
 - b. Review scopes for major pre-construction tasks including:
 - i. Preliminary Engineering
 - ii. Design-Criteria package or Final Design
 - iii. Traffic and Revenue Analysis
 - iv. Funding/Financing Analysis
 - c. Advise on the timing/schedules for each major scope of activity
 - d. Review draft procurement documents
3. Advise on project delivery options including P3 – assume up to \$7,000 initially, could be more if this gets complicated that is not in this budget.
 - a. Provide draft brochure/paper on project delivery options including the strengths and challenges of each option
 - b. Update the materials based on input from Port staff
 - c. Provide presentations on the options as requested for Authority management, Board and local officials to discuss project delivery options
 - d. Summarize input and provide recommendation on approach, if requested
4. Prepare for undertaking a P3 Industry Form or RFI (if needed) – assume up to \$6,000. The full pursuit of either approach is not in this budget.
 - a. Outline the strengths and challenges of the Industry Forum or RFI approach
 - b. Prepare a plan for the Industry Forum or RFI, if requested
5. Advise and make recommendations on tasks leading to a TIFIA proposal – assume up to \$5,000. If pursue TIFIA loan and desire advisory services that is not in this budget.
 - a. Summarize the strengths and challenges for the TIFIA loan program
 - b. Provide a presentation on the TIFIA loan program for Authority management, Board and elected officials, if requested.
 - c. Be available for initial discussions with the USDOT Build America Bureau to discuss the option of a TIFIA loan

6. Other strategic/project development/project delivery activities as requested. – Assume up to \$4,000.

As the project matures Clary Consulting is prepared to update the scope with more detail as tasks are requested or for other specific tasks as needed and requested by Port staff.

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DRAFT

Hood River Bridge Replacement Project

Otak Scope of Work DRAFT: Assist with Procurement for the Preliminary (15%) Level Design

Otak will assist in procuring the Preliminary Design consultant with the following services:

1. **Procurement Organization:** Working with Port and ODOT procurement staff (if required) to determine procurement method (single stage RFP vs. multi stage RFQ). Also included in this discussion will be whether the selected Preliminary Design Consultant will or will not be precluded from pursuing final design, depending on expected Project Delivery method(s).
2. **RFP Development:** Assist the Port in drafting the RFP/RFQ content. This includes developing a set of Preliminary Design milestones for incorporation into the Preliminary Design Scope, and developing the Scope of Services to be included in the RFP. This will likely include facilitating discussions with Port, ODOT and WSDOT as well as resource agency staff as to the amount of hydraulic, geotechnical and mitigation design will be needed at this stage, and for what project permits are to be obtained by the design consultant during 15% design. These discussions will also include the “end point” result of the Preliminary Design process which will help define the scope of services (in other words, how far does the consultant take the preliminary design before their work is complete?).
3. **Procurement Assistance:** Develop the procurement schedule for the RFP/RFQ process and consultant selection. Coordinated with the Port, ODOT, WSDOT and potentially other project partners for review of the consultant Preliminary Design scope of work. Assist the Port during the open procurement process to facilitate a pre-proposal meeting, responding to consultant requests for information, and clarifying RFP/RFQ items. Otak’s project manager will attend evaluation committee meetings to facilitate reviews, respond to questions from the evaluation committee members, facilitate the interviews, and document the selection process.

Based on current understanding of the situation, the following consultant assumptions are made for this scope:

- The Supplemental Draft EIS public comment process will have been completed
- The Port to coordinate comments from multiple stakeholders for any of Otak’s deliverables
- The Port, in discussions with ODOT and FHWA, will determine whether or not WSP and its primary subconsultants are precluded from submitting a proposal for this RFP/RFQ.
- A separate process for eventual project delivery will be by the Port or others; the Preliminary Design consultant will not be required to assess and determine the project delivery options (design/bid/build, design/build, Public/Private Partnership, or other derivations).
- Consultant project manager and task leads expected to participate in project coordination meetings with Port, ODOT, WSDOT and FHWA.
- Expected qualifications include experience with major bridge design; experience with NEPA and state regulatory conditions of project approval and mitigation plans.
- Experience with long-range traffic (with tolling) modeling for large bridge design
- Experience with WSDOT, ODOT and AASHTO design guidelines and standards.
- Design parameters and reviews will include Port, ODOT and WSDOT staffs.
- A process to coordinate with the Columbia Gorge Commission on design parameters and reviews will be included.

Otak Deliverables

- All deliverables via electronic media
- Milestone schedule for the consultant procurement process: draft within one week of Notice to Proceed (NTP). Final within one week of receiving comments.
- Milestone schedule for the preliminary design process: draft within three weeks of Notice to Proceed, final within one week of receiving comments.
- Scope language (consultant scope, qualifications, criteria) for the Preliminary Design consultant RFQ/RFP: draft within four weeks of NTP of that task, final within two weeks of receiving comments
- Coordination meetings with the Port, ODOT and FHWA (and possibly WSDOT and other project partners): up to two, at 2 hours each, assumed to be in Hood River.
- Procurement related meetings: up to three (3), 2 hours each (except interview process, which is assumed to be a full 8-hour day), each assumed to be in Hood River.
- Assistance with and facilitation of preliminary design consultant procurement process, including facilitation of proposal evaluations and interviews, and potentially participating in the interview process.

Consultant Fees

	CE VIII/ Advisor/RFP Lead	Sr. PM Civil/ Structural RFP Scope	CE IX/ Water Resources RFP Scope	CE VI/ Civil RFP Scope	Admin Asst./ Processing and Proofreading	Proj. Coord./ Administrat ive and Clerical	TOTAL
	Chuck Green, PE	Scott Nettleton, PE	Ryan Makie, PE	Phil Hymas, PE	Reena Keene	Tina Keller	
Labor Rate (includes OH and fee)	\$ 177.00	\$ 244.00	\$ 193.00	\$ 150.00	\$ 77.00	\$ 127.00	
Task							
RFP and Consultant Procurement Assistance							
Task Management	6					3	9
Procurement Organization	12						12
RFP Development	14	22	20	12	6		74
Procurement Assistance	20						20
							0
Total Hours	52	22	20	12	6	3	115
Labor for RFP Support	\$ 9,204	\$ 5,368	\$ 3,860	\$ 1,800	\$ 462	\$ 381	\$ 21,075
Expenses (5 trips to Hood River)	300						300
Total for Task	\$ 9,504	\$ 5,368	\$ 3,860	\$ 1,800	\$ 462	\$ 381	\$ 21,375

Commission Memo



Prepared by: Michael McElwee
Date: November 17, 2020
Re: Director's Report

The Director's Report for November 17 will be presented verbally during the meeting.

RECOMMENDATION: Informational.

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Commission Memo



Prepared by: Michael McElwee
Date: November 17, 2020
Re: Waterfront Parking Plan

The Waterfront Parking Management Plan (“Plan”) was implemented in late June 2018 as part of an effort to increase parking turnover and reduce the annual operating deficit associated with the Port’s waterfront recreation properties. 2020 was the first year that the parking plan was fully operational for an entire fiscal year including two partial summer seasons, by far the most heavily used period of waterfront use.

Staff has assessed the plan’s performance again and identified areas where changes can be made to improve effectiveness. This memorandum is intended to provide the Commission with key recommended changes, along with Commission approval of the summary “Rate Sheet” for 2021.

Overall 2020 Highlights

- Very unique year due to COVID. Revenue will be down. Event Site was closed for several weeks and then restricted to passholders only for most summer weekends. The east side of 1st St. was blocked to parking on weekends. All events were canceled.
- Public awareness and understanding of the Plan continued to increase.
- Enforcement was conducted throughout the summer and very proactively. Some negative incidents with public interaction.
- Private, overnight enforcement significantly reduced overnight parking/camping.
- Complaints about adequate signage were reduced but continued despite additional signage installed this spring.
- Several incidents of the parking pay kiosks overheating or for other reasons being inoperable.
- Increased use of Frog Beach showed there is a deficiency in loading/unloading curb space.
- Demand for over-length vehicle parking spaces was lower at the Event Site. Many remained available when regular size spaces were full.
- The most common request for complaint dismissal was when customers purchased a season pass but failed to display it. Most of these were not dismissed.
- Customer confusion remains regarding parking in Zone 6 (W. Portway).

Changes Recommended for 2021

Many Port employees have a role in the various aspects of waterfront parking. Staff met in early November to review parking operations this past summer and propose the following key recommendations for improvement in 2021:

Event Site

- Convert six overlength parking stalls to regular size at row ends.
- Paint rectangular area along south curb line to better organize vehicle parking.
- Add text on Passes that states clearly that it must be affixed to driver's side windshield at all times to be valid. Include a graphic illustration of placement.
- Ensure trailers are allowed only in overlength spots, whether attached to tow vehicle or not. Do not ticket dropped trailers in overlength spots.
- Paint length markings on the pavement in front of Event Site booth for attendant reference. This would allow booth attendant to determine if an overlength pass is required.

1st Street

- Convert two parking spots on the N/E end to unload/load zones.

West Portway Ave./The Hook

- Add significant new signage.
- Program kiosk to only allow purchases for passenger vehicles on weekends and holidays.
- Designate new spots for concessions next year and add "no parking" signage or boulders at the corner to reduce congestion and improve safety.

General

- Increase training for enforcement and booth staff. Include conflict resolution, de-escalation techniques, and communication skills. Conduct training together so all are oriented similarly.
- Create a new Zone for enforcement at Marina Moorage and DMV Lots. Make these areas subject to fine for parking during the hours between 11PM-6AM.
- Increase passholder understanding of terms and rules. Add acceptance box for purchasers to check before transaction occurs. Add option to subscribe to Event Site announcements via email list serve. State key rules on backside of physical pass.

The "Schedule of Rates & Charges" for 2021 is attached. Staff does not recommend any substantial changes but seeks Commission approval before 2021 passes are printed and signage is ordered.

RECOMMENDATION: Approve "2021 Schedule of Rates & Charges" for waterfront parking.

Port of Hood River
Waterfront Parking Plan
Rate/Charge Schedule

DRAFT: November 17, 2020

Event Site Passes

2021	
- Daily	\$ 8
- Daily Oversize	\$ 15
- Annual Pre-Season	\$ 100
- Annual Regular Pass	\$ 125
- Annual Preseason Oversize Pass	\$ 140
- Annual Oversize Pass	\$ 200

Notes: Passes valid in the Event Site and West Jensen Beach lots and in Lot One (when open for Event Site overflow).
Passes must be displayed, affixed to the front window at all times when parked in designated lots, to be valid.
Lost passes will NOT be replaced or refunded (unless customer signs an affidavit).

HOURLY RATES

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

Notes: Payment for parking shall be required **9:00 a.m. to 8:00 p.m.**
Overnight Parking for Trucks is allowed in Zone 6 only.
After Hours violation is vehicle parked between 11:00 p.m. and 6:00 a.m.
Free on-street parking July 4-5, 2021 in observance of Independence Day holiday. No max. hours.

Complaint & Late Payment Charges

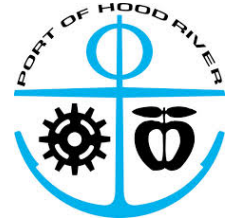
	Charge	Additional Charge (added each stated period)			
		30+ Days	60+ Day	90+ Days	Over 90 Days
Overtime Parking	\$10	\$10	\$10	\$20	Collections
Non-Payment (Each Occupied Space)	\$18	\$18	\$18	\$20	"
Parking in Unauthorized Space	\$20	\$20	\$20	\$30	"
Car/Van Overnight Parking	\$40	\$40	\$40	\$40	"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

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

Notes: No parking any zone between 11PM and 6AM.
Trucks are defined as commercial tractor and/or trailer
Unauthorized parking is Zone 5 tenant spaces, passenger cars and non-commercial trucks in Zone 6 weekdays, and commercial truck parking on E. Portway Ave.

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Commission Memo



Prepared by: Michael McElwee
Date: November 17, 2020
Re: Energy Council Testimony to PUC

Marla Harvey, Energy Coordinator at the Mid-Columbia Council of Governments (MCEDD) has provided the following background information and request on behalf of the Hood River County Energy Council (“HRCEC”):

Through Oregon Executive Order 20-04, Governor Brown established new greenhouse gas (GHG) emissions goals for Oregon and directed state agencies to identify and prioritize actions to meet those goals. EO 20-04 also provides specific directives to the Public Utilities Commission (PUC) on GHG emissions, impacted communities, and wildfire safety. The PUC is now seeking feedback on draft [work plans](#) to manage agency actions and activities in response to the Governor’s Executive Order. The PUC is responsible for rate regulation of Oregon’s investor-owned electric, natural gas, and telephone utilities, as well as select water companies. The PUC also enforces electric and natural gas safety standards and handles utility-related dispute resolution on behalf of Oregon residents.

Given the significant opportunity for changes to help Hood River County meet Energy Plan goals, the Hood River County Energy Council (“HRCEC”) would like to submit oral comments on the draft work plan as part of a Public Hearing to be held November 19, 2020. In their response, the Energy Council seeks to show support for or encourage inclusion of certain activities that would have particular impact on local energy priorities and implementation. These strategies would provide greater ability and flexibility for our communities to meet its shared goals by providing a more diverse range of tools for implementing local priorities. Please see the included draft comments.

Commissioner David Meriwether is the Port’s representative on the HRCEC. The HRCEC seeks Commission approval of the attached statement and comments to the PUC.

RECOMMENDATION: Approve support of public testimony from Hood River County Energy Council to Oregon Public Utilities Commission regarding implementation of Executive Order 20-04.

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Hood River County Energy Council
Testimony to the Oregon PUC
November 19, 2020

The Hood River County Energy Council is as an advisory body to the agencies that adopted the Hood River County Energy Plan as well as to the citizens and public and private partners who are committed to helping the county meet the goals of the Plan. The Hood River County Energy Council submits these comments regarding the Oregon Public Utilities Commission’s draft Work Plan in response to Oregon Executive Order 20-04 with the support of the four governing bodies who adopted the Energy Plan: Hood River County, the City of Hood River, the Port of Hood River and the Port of Cascade Locks.

The Energy Council commends the PUC on the draft work plan. We echo Farmer’s Conservation Alliance’s (FCA)assessment in their submitted comments that the updates, as drafted, would help Oregon’s diverse rural and urban communities; including Hood River County, achieve energy goals. The approach outlined supports balance between keeping electricity rates affordable, creating and sustaining energy-related jobs and economic development, promoting community resilience, and supporting a healthy environment.

The Energy Council would like to highlight the following as particularly important in providing greater flexibility for our community to meet its shared goals by providing a more diverse range of tools for implementing local priorities.

1. **Green Tariffs:** When designed in a community led, transparent fashion, will meaningfully increase community decision making power around its energy mix and create needed pathways to build important local energy projects while keeping dollars local and electricity affordable.
2. **Interconnection:** We also would like to echo FCA’s comments around the importance of reducing interconnection barriers that prevent or slow the development of distributed energy renewables and providing stronger valuation of energy source specific co-benefits in utility resource plans so that the true value and cost of energy sources may be accounted for.

Given their importance to on-going community energy concerns and priorities, the Energy Council also encourages the addition of the following:

1. Include strategically deployed distributed renewable energy and storage to support addressing the impacts of fires or fire mitigation activities like power shut offs as recommended by FCA.
2. To the extent that utility wildfire mitigation plans effect communities, for example, through public safety power shut offs, those communities should be supported with backup power, communications tools and preparedness events that ensure community leaders and residents can come together with the utility to address the impacts of these shutoffs.
3. Improved communication channels for the development and execution of pilots to reduce energy burden for low-income communities and vulnerable populations is critical. Care must be given to simplify outreach and ensure all program materials are in plain language, communities are resourced for engagement, and burden on the users is minimal.
4. We would like to echo NW Energy Coalition's comments that the PUC should thoroughly address barriers to zero emission medium and heavy-duties vehicles for retail customers and identify proactive measures to accelerate the adoption. Diverse fueling options increase resilience of public fleets and are critical to helping meet climate goals as well as create opportunities for longer term cost savings for local governments with scare resources.
5. We would like to echo NW Energy Coalition's comments that the PUC should continue to articulate how it will apply an equity lens on its work beyond the items identified in the Impacted Communities Section.

Thank you. The Energy Council appreciates the opportunity to provide testimony.

Commission Memo



Prepared by: Kevin Greenwood
Date: November 17, 2020
Re: Siegel Governance Consulting Contract
Amendment No. 1

The Port currently has two contracts with Steven Siegel Consulting.

The first contract, executed in 2016, was for financial advising and assistance with the HB2017 and P3 legislation. The original 2016 contract has been amended 7 seven times, lastly in April of 2020. There is a current remaining balance of \$50,000 on that contract totaling \$244,000.

The second contract, executed in April 2020 for a total contract amount of \$75,000, was for work with the Bi State Working Group (BSWG) to evaluate different governance structures, facilitate a decision of the BSWG’s preferred structure, develop a Memo of Understanding formalizing the work and goals of the BSWG and draft preliminary bridge authority legislation for the Washington and Oregon state legislatures. With the first phase of governance now complete and on budget, this amendment allows Siegel to proceed with phase two of governance development which includes researching, writing and facilitating the BSWG’s direction to create bridge authority legislation for the 2022 session.

The proposed amendment for phase two work is for \$200,000 with legislation presented to the legislative bodies in late 2021. This work is reimbursable by the \$5M HB2017 appropriation. At key points during the development of the bill, Mr. Siegel will be available to share findings with the Port Commission. The early part of 2021 will focus on research and writing with the first BSWG meeting to review a draft starting in April or May of next year.

Once this amendment is adopted, staff will formally cancel the original 2016 contract and the \$50k balance will be applied toward the newly amended governance contract. Only actual hours will be billed to the Port.

RECOMMENDATION: Authorize Amendment No. 1 to contract with Steven Siegel Consulting for consulting services related to bridge replacement governance.

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

This Amendment No. 1 to Personal Services Contract ("Contract") is entered into this **17th day of November, 2020** by and between Steven M. Siegel ("Contractor") and the Port of Hood River ("Port"), an Oregon Municipal Corporation.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated March 17, 2020 for governance consulting including researching and presenting various types of interstate governance structures, working with the Bi-State Working Group (BSWG) to determine a preferred governance structure, developing for the BSWG a Memo of Understanding (MOU) laying out a path and strategy for future bridge governance work; and

WHEREAS, Contractor produced a long-term preliminary schedule for governance/organization work dated March 8, 2020 showing four phases of work through 2025; and

WHEREAS, Phase 1 was completed with the adoption of the BSWG MOU and submission of a preliminary governance study bill in October 2020; and

WHEREAS, the Port desires that additional services be conducted to complete Phase 2 of the governance work summarized in Exhibit A; and

WHEREAS, all terms used in the Amendment No. 1 have the meaning given to them as in the original governance contract, except as amended hereby;

NOW, THEREFORE, Port and Contractor agree to carry out the additional services for an additional amount not to exceed **\$200,000** for a total governance contract amount not to exceed **\$275,000** including reasonable reimbursable expenses; and

Port and Contractor agree to extend the term of the contract through June 30, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed effective the day and year first above written.

Steven M. Siegel

Port of Hood River

Steven M. Siegel

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

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

EXHIBIT A

SCOPE OF WORK

Fee Category 1: Governance 515

Prepare and seek concurrence on legislation establishing a bi-state authority to oversee the design, development, construction, and operation of the Replacement Bridge.

- Support legislative activities during 2021 Legislative Session
- Prepare 1-2 drafts of bi-state authority legislation
- Meet with BSWG to review drafts of bi-state authority legislation
- Support BSWG efforts to review bi-state authority with stakeholders
- Coordinate with OR and WA attorneys as to legal issues
- Review final "interim committee" draft with BSWG
- Prepare for and participate in Interim committee presentations
- Prepare responses to interim committee questions
- Prepare revised bill draft, as necessary based in interim committee meetings
- Meet with BSWG to review final bi-state authority legislation proposal

Fee Category 2: Project Assistance 175

On-call services to support efforts of Project Director, Port of Hood River, and Bi-State Working Group to analyze project issues, manage project activities, and select courses of action. As requested:

- Review consultant scopes of work
- Review procurement materials
- Assess issues for Project Director
- Assess issues for BSWG
- Review traffic and toll revenue studies
- Prepare finance plans
- Review grant applications
- Other technical and coordinative assistance, as requested.

Budget

Total Hours	690
Professional Services Fee (at \$285 per hour)	\$196,650.00
Expenses	\$2,500.00
Total Budget	\$199,150.00