



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, February 18, 2020
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of January 30, 2020 Joint Meeting with Port of Cascade Locks and the February 4, 2020 Real Estate Work Session and Regular Session (*Genevieve Scholl and Maria Diaz, Page 3*)
 - b. Approve Grant Contract with Business Oregon Port Planning & Marketing Fund for 2020-26 Strategic Business Plan Development (*Genevieve Scholl, Page 13*)
 - c. Approve Accounts Payable to Jaques Sharp in the Amount of \$6,468 (*Fred Kowell, Page 25*)
 4. Presentations and Discussion Items
 - a. Nichols Basin Natural Area Restoration Presentation, Lorri Epstein, Columbia Riverkeepers – 15 Minutes (*Michael McElwee – Page 29*)
 5. Reports
 - a. Bridge 30-Year Capital Improvement Model Update (*Michael McElwee, Page 31*)
 - b. Bridge Replacement Update (*Kevin Greenwood, Page 35*)
 6. Director's Report (*Michael McElwee – Page 47*)
 7. Commissioner, Committee Reports
 8. Action Items
 - a. Approve Contract with Hage Electric, Inc. for Installation of Auxiliary Power Generator Not to Exceed \$15,003. (*John Mann – Page 55*)
 - b. Approve Intent to Award Contract to Tapani, Inc. for ConnectOregon VI Aviation Technology and Emergency Response Center Project Not to Exceed \$1,886,965.60 (*Anne Medenbach – Page 67*)
 - c. Approve Amendment No. 3 to Grant Agreement with Oregon Department of Transportation for ConnectOregon VI Aviation Technology and Emergency Response Center Project. (*Anne Medenbach – Page 69*)
 - d. Approve Use Agreement with American Cruise Lines for Docking at the Hood River Marina Jetty (*Daryl Stafford – Page 79*)
 9. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) legal consultation on current litigation or litigation likely to be filed.
 11. Possible Action
 12. 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 January 30, 2020, Joint Meeting with the Port of Cascade Locks Board Commissioners

Cascade Locks City Council Chambers, 140 SW WaNaPa, Cascade Locks

6:00 pm.

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

**6:00 p.m.
Joint Session**

Present: Port of Cascade Locks (POCL) Commissioners Jess Groves, Joiene Caldwell, Brad Lorang (excused 6:30 p.m.); from staff, Olga Kaganova, Don Mann, Ryan Vollans, Mark Johnson, Brittany Berge. Port of Hood River (POHR) Commissioners John Everitt, Kristi Chapman, Hoby Streich, David Meriwether, Ben Sheppard; Legal counsel Jerry Jaques; from staff, Michael McElwee, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Fred Kowell.

Absent: Dean Bump, John Stipan

Media: Phillip Watness, Skamania County Pioneer; Emily Fitzgerald, Hood River News

1. CALL TO ORDER: POCL President Jess Groves called their meeting to order at 6:03 p.m., led the Pledge of Allegiance, and Roll Call. POHR President John Everitt called the POHR regular session to order at 6:05 pm. Groves called for modifications, additions, or changes to the agenda; Olga Kaganova requested an action item related to grant expenditures for diesel engines be added to the POCL agenda. Groves called for declarations of potential conflicts of interest; there were none. Groves called for public comment, there was none.

2. PRESENTATIONS

a. INTRODUCTIONS: Each Commissioner in turn introduced themselves.

b. PORT INITIATIVES UPDATE: Olga Kaganova briefly describes the POCL Business Park activities centered on Pfriem and Renewal Workshop. She discussed the implementation of the BreezeBy tolling technology and deferred to Ryan Vollans for a more in-depth report later in the meeting. Kaganova also briefly described POCL legislative initiatives and activities in Salem, Olympia, and Washington DC. Michael McElwee thanked the POCL for the invitation to hold a joint meeting and briefly discussed the POHR 2020-26 Strategic Business Plan update process now underway, Bridge Replacement lobbying activities and the formation of important bi-state cooperative relationships to pursue a new bridge as a region. McElwee discussed capital improvements that will be needed on the current bridge and how the Port is working to align that work with likely timelines for replacement to ensure overall that the bridge remains safe and operational until it can be replaced. McElwee noted POCL’s marked success in building relationships with the treaty tribes and their representatives and requested their advice on ways POHR could do better in that respect in the context of the bridge replacement project. McElwee described the current status of the ConnectOregon VI project at the Ken Jernstedt Airfield, noting project cost increases resulting from permitting delays. McElwee reported that the Lower Mill Redevelopment site is ready for a developer with approximately 12 acres LI zone land for sale or lease. McElwee discussed the infrastructure needs for development of the Port’s “Lot 1” LI zone parcel on the Hood River waterfront and noted the damaged storm line near Hood River Distillers.

c. POHR BRIDGE REPLACEMENT PROJECT UPDATE: Kevin Greenwood presented the monthly project update sheet for the NEPA process, discussed relationship building with Klickitat County and the EIS Working Group members, and the newly formed bi-state group of elected officials working together to further the project. Kevin reiterated Michael’s thoughts on building successful relationships with the

treaty tribes and their representatives. Commissioner Caldwell noted that, in POCL's experience, the process of tribal outreach is a slow one, and that it's important to remember that they are all separate so one should not assume that positive feedback from one group ensures the same from all. She also noted that in our region, tribal representatives seem to appreciate working with folks who are descendants of multiple generations of early settlers. Greenwood then touched on some ODOT budget and schedule adjustments made in recent weeks. Commissioner Groves recommended that Greenwood ensure that Phil Ditzler be closely involved and kept up to date on project progress, and also that building a relationship with the staff at CRITFC can be very helpful.

d. BREEZEBY IMPLEMENTATION AT POCL: Fred Kowell and Ryan Vollans reported on the progress toward full implementation of the BreezeBy electronic tolling system for the Bridge of the Gods. Kowell reported that it has been a very good implementation thus far, a result of meticulous planning and testing. Kowell noted that about 30% of the traffic crossing the Bridge of the Gods after this first month of implementation are BreezeBy customers. He noted that the same figure for the Hood River Bridge is around 70% during off-peak winter months. Ryan Vollans agreed with Kowell's comment that it has been a good implementation, noting the work is now focused on small things like fog tripping the laser and truck classification issues for new accounts. Vollans remarked that he is very pleased with the partnership. Vollans noted that the POCL will no longer accept local stickers and coupons for discounted tolls beginning February 3, so staff anticipates a spike in new accounts resulting from that. General discussion ensued with Vollans and Kowell each answering questions from the Commissioners. Commissioner Caldwell reported that she brought paper account applications to many Cascade Locks businesses to boost sign ups and received positive feedback. She noted a concern was the ODOT owned fleet, and difficulty getting transponders into all of their vehicles. Fred commended Maria and Marcela Diaz of POHR and Kendall of POCL as front line staff handling a tremendous amount of customer service tasks and transponder order fulfillment. There was specific discussion about the Columbia Area Transit/Mt. Adams Transit system and proposals for toll waivers for fixed route bus services. Jess Groves responded to a question from Michael McElwee stating that POCL does not waive the tolls for the busses, but rather offers them a grant award to help offset the cost. There was discussion on ways that POCL provides discounted tolls to low income families in their service area. There was discussion on the recent communications from the Yakama Nation, asserting their treaty rights to free passage over the bridges. Fred Kowell answered questions about what complaints have been received since implementation noting overcharges for extra axles, the .25 cent increase in the Bridge of the Gods toll, and access to online account management are the bulk of the limited number of complaints. Kowell described the process for enforcement of unpaid tolls that will come with License Plate Recognition features at the Hood River Bridge.

e. TITLE 23 WAIVER STATUS REPORT: Mark Johnson presented an update on the POCL's efforts to gain a federal waiver of Title 23 requirements, to enable that Port to be able to accept and seek federal funding for projects on their bridge without triggering revenue use restrictions provided by Title 23. He noted the POCL was successful in receiving a Federal Lands Access Program grant for a pedestrian path addition to the Bridge of the Gods, but due to Title 23 restrictions, had to decline the award. Johnson described POCL's current lobbying strategy for this waiver. He also described a potential dual state funding ask for the project, very much desired by area residents and large numbers of Pacific Crest Trail through-hikers. Johnson also described POCL's efforts in regards to the Columbia River Gorge Commission's 2020 Management Plan update as it relates to economic development and urban grown boundaries.

Commissioner Groves noted that he is on the short list for an appointment from Oregon to the Gorge Commission.

4. DISCUSSION

a. OTHER POSSIBLE JOINT VENTURES, REAL ESTATE PARTNERSHIPS, GORGE COMMISSION ECONOMIC DEVELOPMENT POLICY – Olga Kaganova discussed a few ideas for possible future joint ventures between the two Ports, noting the success of the Pfriem Family Brewing relationship with both. She suggested the Ports work together in advocating to the Gorge Commission to help ensure the Ports’ perspectives are known in terms of economic development. There was general consensus that the Ports should work together whenever mutually advantageous.

5. WRAP UP COMMENTS

a. President Everitt thanked the members of both Commissions for attending and thanked the staff and Commission of POCL for the invitation, noting that we are a region that needs entities like ours to work together. President Groves agreed and thanked all for attending.

6. ADJOURN.

Motion: Motion to adjourn the meeting.

Vote: Unanimous

MOTION CARRIED

The meeting adjourned at 8:15 p.m.

Respectfully submitted,

Genevieve Scholl

ATTEST:

John Everitt, President

David Meriwether, Secretary

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Port of Hood River Commission
Meeting Minutes of February 04, 2019, Work Session and Regular Session
Marina Center Boardroom
3:30 pm.

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

3:30

Work Session

Present: Commissioners John Everitt, Kristi Chapman, Hoby Streich, David Meriwether, Ben Sheppard; Legal counsel Jerry Jaques; from staff, Michael McElwee, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Daryl Stafford and Maria Diaz.

Absent: None

Media

1. Water Development Real Estate Goals Discussion

Michael McElwee led a discussion to review prior Commission actions relative to real estate and development goals, objectives, strategies and policies and sought Commission confirmation on a list of assumptions based on those prior actions. The Commission presented several questions to Chief Financial Officer Fred Kowell about the Port’s current capacity in regards to a property located near I-84 Exit 62, Barman, Lot #1 and to McElwee about the current zoning, partition plat approval and potential expiration of that approval. The Commission discussed potentially requesting a zoning change for the Lot 1 property from the City to allow Light Industrial with Office/Commercial allowed uses. The Commission discussed the importance of receiving data from the completed traffic impacts study that the Port has contracted with DKS Engineering to complete in the next few weeks, agreeing that no major decisions can be made without that data and a clear understanding of trip count impacts and potential requirements being triggered from the I-84 Interstate Area Management Plan. Commissioner Chapman asked about public-private partnerships for development and how prevailing wage requirements could affect any deal. The Commission discussed the potential of an RV park on Lot 1 and determined it would not be a good investment/plan for the property. The Commission discussed with Fred Kowell the different ways to structure future debt for development, in terms of using bridge revenue as a guarantee, using the full faith and credit of the Port, or other structures depending on specific projects. The Commission discussed potentially requesting a zone change for Lot 1 within the Waterfront Overlay Zone and concluded again that the traffic study data must be received before any action beyond informal discussion with the City Planner can happen. The Commission directed McElwee to initiate that informal discussion. Commissioner Meriwether expressed his feeling that the Port has a limited window of time to complete all these potential development projects as progress toward bridge replacement proceeds, noting that we have a relatively short period of time to take advantage of the position we are currently in. Commissioner Streich ask for staff to clarify how the infrastructure costs required to enable mixed use on Lot 1 would impact the ability for the Urban Renewal Agency to participate. After lengthy discussion, the question wasn’t answered due to so many project timeline variables and those of City approval of partition plat changes. In regards to public-private partnerships for development of Barman, legal counsel Jerry Jaques stated that the Port is not allowed to be part of a for-profit business. Commissioner Streich welcomed comment from local resident Linda Maddox, who commented on the Hood River Waterfront Overlay Zone process and results, and also commented on the waterfront recreational area user mix changes that she is seeing as a result of the implementation of paid parking. Commissioner Streich reminded the Commission of his idea for a parking garage with retail shops and pre-sold condos on the Barman property.

After full review of the list staff assumptions, the Commissioner confirmed consensus on the following:

1. Real Estate Development Goals for Barman and Lot 1 Properties:
 - a. Increase long-term revenue
 - b. Community support and acceptance
 - c. Enhance Port portfolio diversity, and neighborhood diversity in terms of types of businesses and uses
 - d. Requires a reasonable capital investment, seek funding/investment partnerships whenever feasible
 - e. Provides an acceptable impact on the area transportation system.
 - f. Preferred deals feature developer bringing their own capital.
2. Next steps:
 - a. Traffic study data relevant to the I-84 Exit 62 Interstate Area Management Plan is needed prior to any major decision-making about Lot 1 or Barman. The Commission will review the data and resume discussion for specific actions during the Spring Planning process.
 - b. At that time, the Commission will consider issuing a Request for Proposals to developers that describes Port goals, zoning requirements and so on.
 - c. The Port may also consider requesting a zone change or changes to the approved partition plat, and so on, depending on the results of the traffic study.

Adjourn: President Everitt adjourned the work session at 4:50 p.m.

**5:05 pm.
 Regular Session**

Present: Commissioners John Everitt, Kristi Chapman, Hoby Streich, David Meriwether, Ben Sheppard; Legal counsel Jerry Jaques; from staff, Michael McElwee, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Daryl Stafford and Maria Diaz.

Absent: None

Media: Emily Fitzgerald, Hood River News

1. **CALL TO ORDER:** President John Everitt called the regular session to order at 5:05 pm.
 - a. Action Item (b) removed from agenda
 - b. New revised agenda – In an effort to reduce meeting duration, the Discussion & Presentations section and the Reports section are now grouped separately.
2. **PUBLIC COMMENT**
 - a. None
3. **CONSENT AGENDA:**
 - a. Approve Minutes of January 04, 2020, Regular Session

Motion: Move to Approve Consent Agenda

Move: Meriwether

Second: Sheppard

Discussion: None

Vote: Unanimous

4. PRESENTATION AND DISCUSSION ITEMS:

a. Electric Car Sharing Project Update: Kelly Yearick of FORTH Mobility presented a project update for the rural e-car sharing project and fielded questions from the Commission on how the project would work and what would be required of the Port as a project partner.

b. Strategic Business Plan Schedule: Michael McElwee presented the proposed meeting schedule for the remainder of the 2020-26 Strategic Business Plan development process and requested Commissioners confirm their availability for the meetings.

c. Post NEPA (Phase 2) Plan Discussion: Kevin Greenwood reported that the Bi-State Replacement Group has met twice and is interested in developing a regional advocacy approach for bridge replacement past NEPA. Commission reviewed a conceptual timeline of the phases through construction and a legislative schedule when funding is likely to occur. A joint letter is being drafted for signatures by the Port, City and County of Hood River, Cities of Bingen and White Salmon and Klickitat County. The letter will be sent to Oregon, Washington and Federal legislative offices.

d. 2020 INFRA Notice of Funding Opportunity Discussion: Kevin Greenwood reported that the grant program requires a 40% non-federal match. Discussion about where the \$3.33-million in non-federal funds will come from. Effort is currently underway in Olympia to lobby for some funding for this phase of bridge replacement. Staff noted that any remaining balance would need to be obligated by the Port most likely from existing tolls revenues.

1. Authorize application for 2020 INFRA Grant Program to fund portions of Phase 2 of the bridge replacement project.

Authorize application for 2020 INFRA Grant Program to fund portions of Phase 2 of the bridge replacement project.

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

5. REPORTS:

- a. Bridge Replacement Update
- b. Financial Report for Six Months Ending December 31, 2019
- c. ConnectOregon VI Project Update

6. Directors Report: Michael McElwee presented his report, thanking the Commission for attending the joint meeting with the Port of Cascade Locks; noting the Bridge Replacement Project is once again identified as the #1 priority in the Comprehensive Economic Development Strategy (CEDSD) document prepared annually by MCEDD; the Port’s application to the Business Oregon Port Property and Marketing Fund grant program for a grant in the amount of \$50,000 to support the Strategic Business Plan development was successful; the new ramp for the Nichols Basin has been ordered; T-Hangar leases changes are underway with oversight from Daryl Stafford; Anne Medenbach continues to work on the

ConnectOregon VI project and is working with the project engineers for project cohesion and Port lobbyists on potential state funding of the budget gap; Brown Roofing is delayed in completing the toll plaza roof work due to weather conditions.

7. COMMISSIONER, COMMITTEE REPORTS:

a. None

8. ACTION ITEMS:

a. Approve Appointment of John Benton Larry Brown, and Svea Truax to the Budget Committee.

Approve Appointment of John Benton Larry Brown, and Svea Truax to the Budget Committee.

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

8. COMMISSION CALL: None.

9. EXECUTIVE SESSION: President John Everitt recessed Regular Session at 8:26 pm to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

10. POSSIBLE ACTION: None.

11. ADJOURN 9:10 pm.

Motion: Motion to adjourn the meeting.

Vote: Unanimous

MOTION CARRIED

The meeting adjourned at 9:35 pm.

Respectfully submitted,

Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

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Commission Memo

Prepared by: Genevieve Scholl
Date: February 18, 2020
Re: Port Planning Fund Grant Award



The Business Oregon Port Planning & Marketing Fund program has awarded a \$50,000 grant to the Port to fund a portion of the costs anticipated for the 2020-2026 Strategic Business Plan development process. The total project cost is estimated to be \$115,000. Commission approval of the attached grant contract is required.

RECOMMENDATION: Approve grant contract with Business Oregon Port Planning & Marketing Fund for Strategic Business Plan 2020-2026 development.

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PORT PLANNING AND MARKETING FUND
FINANCING CONTRACT

Project Name: Strategic Business Plan 2020-2026

Project Number: 521876

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”), and the Port of Hood River (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description; Special Conditions of the Project
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$115,000.

Grant Amount: \$50,000.

Project Close-Out Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: 12 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make and Recipient’s right to request disbursements under this Contract terminates on the Project Closeout Deadline.
- C. OBDD Share; Withholding. No more than 75% of the Costs of the Project may be paid with the Financing Proceeds. OBDD shall withhold 10% of the Financing Proceeds until its acceptance of the Strategic Business Plan 2020-2026 (“Strategic Business Plan”). OBDD will consider any recommendation by the Ports Peer Review Committee prior to final acceptance. Pursuant to this subsection, each disbursement of Financing Proceeds prior to final acceptance will be in an amount equal to the total amount of expenses satisfactorily documented in the Disbursement Request multiplied by 65%.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD’s Obligations. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
 - (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
 - (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.

- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.

- C. Costs Paid for by Others; No Administrative or Operating Costs. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party, nor to cover general administrative costs or port operating expenses.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is an eligible port under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in Exhibit B is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project. In particular, but without limitation, Recipient shall comply with the state procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C. These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. The Recipient shall:
 - (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
 - (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (4) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient’s certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project’s completion.
 - (5) Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, final reports, web site and public statements, acknowledging that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.
- D. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the later of the Project Completion Deadline, actual completion of the Project or final completion and satisfaction of all reporting requirements of Recipient under this Contract. If there are unresolved issues at the end of the six-year period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- E. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

- F. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- G. Professional Responsibility. All service providers retained for their professional expertise will be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- H. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- I. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 8 - EVENTS OF DEFAULT

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to the Project.
- B. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys’ fees of OBDD’s Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
 - (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section 10.D. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
 Oregon Business Development Department
 775 Summer Street NE Suite 200
 Salem OR 97301-1280

If to Recipient: Executive Director
 Port of Hood River
 1000 E Port Marina Drive
 Hood River OR 97031-1172

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys’ Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys’ fees and costs at trial and on appeal. Reasonable attorneys’ fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
 acting by and through its
 Oregon Infrastructure Finance Authority
 of the Business Development Department



PORT OF HOOD RIVER

By: _____
 Chris Cummings, Assistant Director
 Economic Development

By: _____
 John Everitt, President

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285A.654 through 285A.660, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 16 January 2020.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Proceeds” means the proceeds of the Grant.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient actually completes the Project.

EXHIBIT B - PROJECT DESCRIPTION; SPECIAL CONDITIONS OF THE PROJECT

I. PROJECT DESCRIPTION

1. The Recipient will hire a consultant to complete a Strategic Business Plan that meets and encompasses the Statewide Ports Plan and follows OBDD’s Port Strategic Plan Template. The consultant will perform the following tasks:
 - Facilitation of a minimum of three public meetings / workshops and a public survey.
 - Planning, evaluation and prioritization of a list of potential strategies and actions for the Strategic Plan.
 - A financial evaluation of the five Port business models / operations.
 - A Real Estate and Economic Impact Analysis.
2. The Recipient will adopt and publish the completed Strategic Business Plan for the 2020-2026 Port fiscal years and provide an electronic copy to OBDD in an appropriate format (MS Office or Adobe Acrobat PDF).

II. SPECIAL CONDITIONS OF THE PROJECT

The Recipient will provide an opportunity for the Port Commission and public to review and comment on the project objectives, reports and products. Recipient will document how this requirement is met in the final project completion report.

EXHIBIT C - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Consultants	\$42,500	\$47,500
Public Input Survey	7,500	7,500
Contingency	0	10,000
Total	\$50,000	\$65,000

Commission Memo



Prepared by: Fred Kowell
Date: February 18, 2020
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$6,468.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$6,468.00
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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
 February 04, 2020
 Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
TURTLE ISLAND INCORPORATED (Lease)					
2,508.00	1,166.00	0.00	0.00	-2,508.00	\$1,166.00
Mt. Hood Railroad					
1,562.00	110.00	0.00	0.00	-1,562.00	\$110.00
MISCELLANEOUS MATTERS					
JJ					
308.00	858.00	0.00	0.00	-308.00	\$858.00
AIRPORT T-HANGER LEASE FORMS (2012-2013)					
22.00	660.00	0.00	0.00	-22.00	\$660.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)					
858.00	0.00	0.00	0.00	-858.00	\$0.00
AIRPORT HANGER LEASE (Hood Tech)					
342.00	0.00	0.00	0.00	-342.00	\$0.00
LEASE (PFriem Brewing)					
0.00	352.00	0.00	0.00	0.00	\$352.00
CRUISE SHIP DOCK AGREEMENT					
0.00	814.00	0.00	0.00	0.00	\$814.00
BRIDGE TOLL ENFORCEMENT					
44.00	0.00	0.00	0.00	-44.00	\$0.00
T-HANGER LEASE (Bob Holliston & Dan Darling)					
66.00	0.00	0.00	0.00	-66.00	\$0.00

HOOD RIVER, PORT OF

Account No: February
PORT OF HOOD RIVER

Previous Balance	Fees	Expenses	Advances	Payments	Balance
TOLLS IGA (Port of Cascade Locks) 220.00	0.00	0.00	0.00	-220.00	\$0.00
AIRPORT EAST END ROAD 220.00	0.00	0.00	0.00	-220.00	\$0.00
PROPERTY ISSUES 924.00	110.00	0.00	0.00	-924.00	\$110.00
ODOT IGA - I-84 BRIDGE REPLACEMENT 132.00	0.00	0.00	0.00	-132.00	\$0.00
INDIAN ETHNOGRAPHIC STUDY (Nez Perce Tribe) 374.00	0.00	0.00	0.00	-374.00	\$0.00
BRIDGE GUARDRAIL REPAIR -Columbia River Contractor 0.00	726.00	0.00	0.00	0.00	\$726.00
PROPERTY () 0.00	1,584.00	0.00	0.00	0.00	\$1,584.00
PROPERTY PURCHASE 0.00	88.00	0.00	0.00	0.00	\$88.00
<u>7,580.00</u>	<u>6,468.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-7,580.00</u>	<u>\$6,468.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 31th OF JANUARY UNLESS OTHERWISE STATED

Commission Memo

Prepared by: Michael McElwee
Date: February 18, 2020
Re: Nichols Basin Natural Area Restoration



Lorri Epstein, project manager for Columbia Riverkeeper, will attend the meeting to present a progress report on their work at the Nichols Basin Natural Area.

RECOMMENDATION: Informational.

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Commission Memo

Prepared by: Michael McElwee
Date: February 18, 2020
Re: Bridge 30-Yr. Capital Maintenance Plan



Each year, in conjunction with Mark Libby of HDR Engineering, staff updates the Long-Term Capital Maintenance Plan (CMP) for the Bridge. The plan is intended to confirm the Port is anticipating the capital maintenance, inspection, and maintenance tasks necessary to ensure the existing bridge can remain operational for the long-term if bridge replacement efforts are unsuccessful. Since capital spending on the bridge is a significant component of the Port's annual budget, the CMP is a very important part of our annual budget process.

HDR has prepared the attached draft CMP update. Staff is in the process of reviewing it now. The Commission may have questions at the meeting about the project assumptions and projected costs identified. In particular, we have made every reasonable effort to defer major capital expenditures over the next four years in order to preserve funding capacity for bridge replacement efforts. The corollary, however, is that capital spending will need to accelerate rapidly if significant progress on bridge replacement does not occur in that time period.

The CMP will be discussed again at the Spring Planning Work Session and throughout the annual budget process.

RECOMMENDATION: Discussion.

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Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report
February 18, 2020

The following summarizes Bridge Replacement Project activities from Jan. 28 – Feb. 14, 2020.

FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS) PROGRESS

WSP Critical Path Update included attached. This monthly report focuses on the key milestones, progress, challenges, and risks that are encountered.

Once the archaeological, historic structure, and ethnographic surveys are complete, the Cultural Resources Report (CRR) will be finalized. Once the CRR and Biological Assessment (BA) are finished, the Supplemental Draft EIS will pull the necessary references from those reports and the second version will be released for agency review.

Federal Highways (FHWA) has submitted formal letters to the Warm Springs and Yakama Nation after ODOT talked with their staffs about how to proceed. Roy Watters, ODOT, is trying to get on the Nez Perce executive board agenda. The Project Team will be meeting with the Umatilla's Fish & Wildlife Committee later this month.

It should be noted that the consultation with the tribes will continue long past the NEPA process is over, through construction. Based upon input from CRITFC legal staff, the Project Team is looking to develop a Tribal Bridge Summit sometime this summer that would include panels of tribal members to get the tribes more closely engaged with the project. WSP's new sub-consultants will help facilitate this Summit. In addition, the Port is reaching out to other treaty tribe conferences to either sponsor and/or participate in a way to continue engaging the agencies.

OTHER ITEMS

- March Project Update Released.
- Commissioner Chapman and Project Director will attend the Pacific NW Waterways Association conference in Washington DC in March. The itinerary is included in the packet.
- Work on the INFRA grant application continues.
- 4Q 2019 ODOT Reimbursement request submitted.

MEETING/OUTREACH SCHEDULE

- Gorge-ous Night in Olympia, Feb. 5
- Klickitat County Transportation Committee Meeting, Feb. 5
- Hood River City Council Presentation, Feb. 10
- NEPA Coordination Meeting, Feb. 13
- Hood River County Presentation, Feb. 18

- Bi-State Bridge Replacement Committee, Feb. 19
- Gorge-ous Night in Salem, Feb. 19
- CTUIR Fish & Wildlife Presentation, Pendleton, Feb. 25
- NEPA Coordination Meeting, Feb. 27
- Cultural Resources Meeting, Feb. 28
- Pacific NW Waterways Mission to Washington DC, March 1-5
- NEPA Coordination Meeting, Mar. 12
- HRB Project Status Meeting (WSP/Port/every other month), March 18
- Kiewit Construction Check-in, March 20



MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Angela Findley, WSP
SUBJECT: Critical Path Activities and Projected Work through March 15, 2020
DATE: February 12, 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:

- Held multiple work sessions in December through February to reach agreement with Biological Assessment reviewers on key assumptions and level of analysis needed.
- Draft 2 of the Biological Assessment is on track to be submitted for FHWA, ODOT and NMFS liaison review in February.

CHALLENGES:

- Developing assumptions for construction schedule that minimizes in-water work to be conducted outside the regulated in-water work windows. WSP is preparing several construction scenarios to facilitate reaching the assumptions for the Biological Assessment.

SCHEDULE RISKS:

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

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

PROGRESS:

- Round 1 surveys for historic properties and archaeological resources was completed in fall 2019.
- Tribal consultation was initiated for cultural resources and is in process for the White Salmon Treaty Fishing Access Site.



- Met individually with the Confederated Tribes of the Umatilla Indian Reservation in January and another meeting is scheduled for late February.

CHALLENGES:

- Performance issues with current subconsultant, so bringing on two new subcontractors who have excellent references from ODOT and successful experience in similar work. New subcontractors are expected to be under contract by late February, which will enable the historic and archaeological work to restart.
- 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 tribes and has (Umatilla) or will schedule (Yakama, Warm Springs and Nez Perce) individual meetings. The Project Team is developing additional outreach for a collective tribal summit with the four “treaty” tribes as well as the other three tribes (Siletz, Grand Ronde and Cowlitz) that are being consulted. Additionally, the Port is identifying opportunities to engage tribal fishers at local events.

SCHEDULE RISKS:

- **High risk:** Production on past cultural resources deliverables has not met schedule and has required additional rounds of revisions to meet ODOT approval. This delay is one item that is having a critical impact on the Supplemental Draft EIS (SDEIS) production schedule. Expect to lower risks with subconsultant replacement.
- **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.

5. SUPPLEMENTAL DRAFT EIS PUBLICATION DATE

PROGRESS:

- Two administrative drafts of the SDEIS were prepared in the summer/fall of 2019. The current state of the SDEIS is roughly 60 percent complete; the remaining 40 percent includes incorporating the Biological Assessment, Section 106.
- Further work on the SDEIS is on hold until
- Biological Assessment is substantially meeting FHWA, ODOT and NMFS liaisons’ acceptance.
- Historic property and archaeological surveys (Round 2) are completed and findings are documented and approved by ODOT.
- Section 4(f) Technical Report is prepared and approved by ODOT. Starting this task is dependent on the historic property findings and documentation being completed.
- Tribal consultation on cultural resources and treaty fishing rights/Treaty Fishing Access Site have advanced to a point where resources are identified and associated impacts are analyzed.
- Three tribes are conducting ethnographic studies that will inform the cultural resources analysis and will be incorporated into the SDEIS.

CHALLENGES:

See challenges identified in activities #3 and #4.

SCHEDULE RISKS:

- **High risk:** SDEIS restart is dependent on high risk factors associated with ESA and Section 106 compliance. FHWA will not review the SDEIS until this information is incorporated. The anticipated restart of the SDEIS is mid-April, which is a 4-month delay from the schedule in the latter part of 2019.



6. CONFIRM NAVIGATION CLEARANCE – COMPLETE

7. FINAL EIS FOOTPRINT SET

Not started, successor task to the SDEIS publication.

8. PUBLISH FINAL EIS/RECORD OF DECISION

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



PROJECTED WORK FOR NEXT 30 DAYS

The following work is projected to occur from February 15 to March 15.

TASK 1. PROJECT MANAGEMENT

- Coordination with Port, Consultant Team and other agencies
- Invoice for January activities
- Update schedule and schedule change log

TASK 2. PUBLIC INVOLVEMENT

- Provide support to the Port, as needed

TASK 5. ENVIRONMENTAL

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, cultural resources, tribal coordination and all other facets of NEPA compliance
- Submit draft biological assessment (BA) on February 14 for FHWA and ODOT review. Begin addressing review comments. Participate in a work session on the in-water work window with FHWA, ODOT, ODFW and WDFW.
- Changing cultural resources subconsultant. Once two new subconsultants are on board by the end of February, the following activities will occur:
 - Complete the analysis of the archaeological fieldwork and coordinate with ODOT on any follow up fieldwork requested
 - Revise and submit a revised draft historic properties inventory summary to ODOT and the Port
 - Finalize the Determination of Eligibility (DOE) for the bridge to address ODOT review comments.
- Participate in the (rescheduled) meeting with the Confederated Tribes of the Umatilla Indian Reservation to obtain input on the Project's impacts to natural resources, fishing treaty rights, and the White Salmon Treaty Fishing Access Site. Participate in similar meetings with the Nez Perce, Confederated Tribes of Warm Springs, and Yakama Nation.
- Continue the hold on advancing the Administrative Draft #2 Supplemental Draft EIS until the cultural resources, biological assessment and tribal coordination efforts are further advanced.

TASK 6. ENGINEERING

- Support the Supplemental Draft EIS production by addressing Requests for Information regarding design.
- Develop and submit a conceptual construction schedule to support the biological assessment. Revise the schedule with input from FHWA, ODOT, and the Port.

TASK 7. TRANSPORTATION (TASK COMPLETE)

TASK 8. PERMIT ASSISTANCE

- Elevate check-in with a higher-level US Army Corps of Engineers staff (only remaining agency) to get an update on the permit application for the in-water work associated with geotechnical exploration; address requests for information as needed.



EIS UPDATE

BRIDGE REPLACEMENT PROJECT

MARCH 2020

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

What's new on the project?

- The US Coast Guard issued the Preliminary Navigation Determination, which confirms the horizontal and vertical clearances for navigation under the replacement bridge. Please see the notice posted at <https://portofhoodriver.com/bridge/bridge-replacement-project/bridge-replacement-project-resources/>
- Conducting a follow-up survey to document potential historically significant properties.
- Continuing coordination with the Columbia River Inter-Tribal Fish Commission (CRITFC) to address Project impacts to fisheries and tribal fishing treaty rights.
- Consulting with Native American tribes on cultural resources, access to the Columbia River, fishing activities, treaty rights, and any other interests identified by the tribes that relate to the Project. Meeting with the Confederated Tribes of the Umatilla Indian Reservation and setting up meetings with other tribes.
- Preparing a revised draft biological assessment to address FHWA, ODOT, and liaisons to the National Marine Fisheries Service technical review. The biological assessment documents Project impacts to threatened and endangered species and habitat and associated proposed conservation measures.

What are the next steps?

- Determine which cultural resources are potentially eligible to list on the National Register of Historic Properties and prepare findings of effects from the Project on these resources.
- Continue to consult with Native American tribes and other federal agencies, as needed.
- Supplement the draft cultural resources report with additional survey and analysis.
- Integrate cultural and biological baseline conditions, impacts and mitigation into the draft Supplemental Draft EIS.

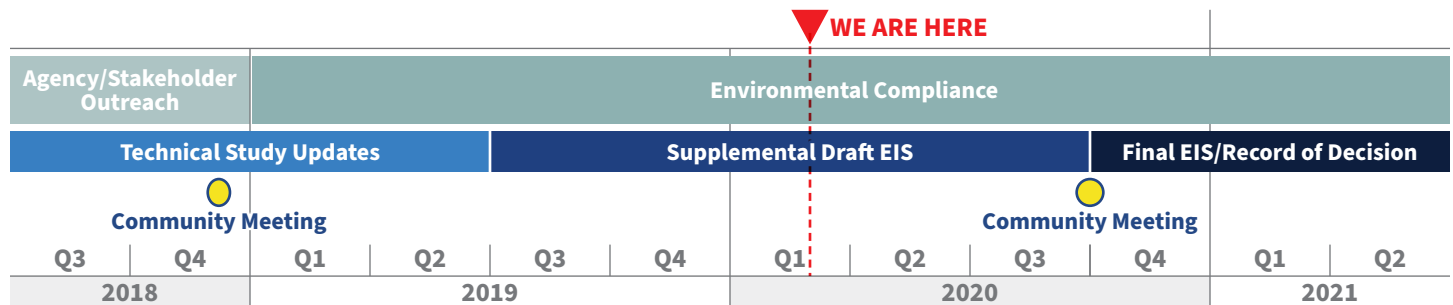


Photo: Matheny Collection, from CRITFC website

How would bridge replacement benefit the Columbia River Gorge communities?

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

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



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

PROJECT CONTACT

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

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SUMMIT STRATEGIES

440 1st Street NW,
Washington, D
(202) €

Sarah Gimont
Government Affairs Assistant
SarahG@summitstrategies.us
cell 703.907.9052



PORT OF HOOD RIVER

Represented By:

KRISTI CHAPMAN, PORT COMMISSIONER
KEVIN GREENWOOD, BRIDGE REPLACEMENT DIRECTOR
Accompanied by Hal Hiemstra, 202-494-3104

MARCH 1 - 5, 2020

KEY

PNWA CONFERENCE

OREGON PORTS CAUCUS MEETINGS

SUNDAY, MARCH 1, 2020

6:00 PM – 8:00PM **MISSION STRATEGY SESSION AND WELCOME RECEPTION**

7:30 PM **DINNER AT OLD EBBITT GRILL**
675 15th St NW, phone @ 202-347-4800; Reservation under Hiemstra

MONDAY, MARCH 2, 2020

(MORNING EVENTS AT THE MADISON HOTEL)

8:00 AM – 9:15 AM **BREAKFAST AND KICK-OFF SPEAKER**

9:15 AM – 12:00 PM **GENERAL SESSION SPEAKERS**

12:00 PM – 1:00 PM **LUNCHEON AND GUEST SPEAKER**

2:00 PM **MEETING WITH THE WHITE HOUSE OFFICE OF MANAGEMENT AND BUDGET (OMB)**

3:30 PM **JUSTIN DOMER, CHIEF OF STAFF, RURAL HOUSE SERVICE, USDA RURAL DEVELOPMENT; CHAD PARKER, DEPUTY ADMINISTRATOR, COMMUNITY PROGRAMS, USDA RURAL DEVELOPMENT; & JOSEPH BEN-ISRAEL, ASSISTANT DEPUTY ADMINISTRATOR, COMMUNITY PROGRAMS, USDA RURAL DEVELOPMENT**
Room 503 – USDA South Building (Located directly across from the USDA Whitten Building, between 12th and 14th Streets, on Independence Ave SW); Enter through the 3rd Wing entrance, near the mid-point of the building; Have security phone Chad @202-720-1494 upon arrival

2/13/2020 10:36 AM



- 4:00 PM MEETING WITH THE US ARMY CORPS OF ENGINEERS (USACE) HEADQUARTERS STAFF
- 5:30 PM OREGON PORTS CAUCUS MEETING
- 6:30 PM OREGON PORTS DINNER

TUESDAY, MARCH 3, 2020

(MORNING EVENTS AT THE MADISON HOTEL)

- 8:30 AM – 9:15 PM BREAKFAST AND GUEST SPEAKER
- 9:15 AM – 12:00 PM GENERAL SESSION SPEAKERS
- 12:00 PM – 1:00 PM LUNCHEON AND SPEAKER

1:00 PM **ROGER BOHNERT, DIRECTOR, OUTREACH AND PROJECT DEVELOPMENT, & NEF HARRISON, TRANSPORTATION SPECIALIST, BUILD AMERICA BUREAU, USDOT**
1200 New Jersey Ave SE, have security phone Sarah Williams @ 202-366-2704 upon arrival

(EVENING EVENT ON CAPITOL HILL)

- 6:00 PM – 8:00 PM **PNWA TASTE THE NORTHWEST RECEPTION**

WEDNESDAY, MARCH 4, 2020

- 8:15 AM – 5:00 PM **MEET WITH THE NORTHWEST HOUSE DELEGATION**

- 11:15 AM **CONGRESSMAN GREG WALDEN AND STAFF**
2185 Rayburn House Office Building, phone Brooke Starr @ 202-225-6730
- 12:00 PM **MICHAEL FALENCKI, STAFF DIRECTOR, & CHERYLE TUCKER, SENIOR PROFESSIONAL STAFF MEMBER, HOUSE SUBCOMMITTEE ON HIGHWAYS & TRANSIT (MINORITY)**
592 Ford House Office Building, phone Cheryle @ _____
- 1:30 PM **JON BOSWORTH, SENIOR LEGISLATIVE ASSISTANT TO CONGRESSMAN EARL BLUMENAUER**
1111 Longworth House Office Building, phone Jon @ 202-225-4811
- 2:30 PM **EDWARD MCGLONE, PACIFIC NORTHWEST POLICY DIRECTOR, HOUSE TRANSPORTATION & INFRASTRUCTURE COMMITTEE (MAJORITY)**
2165 Rayburn House Office Building, phone Edward @ 202-225-4472
- 4:00 PM **BEN BRUNS, LEGISLATIVE ASSISTANT TO CONGRESSWOMAN JAIME HERRERA BEUTLER**
2352 Rayburn House Office Building, phone Ben @ 202-225-3536



**SUMMIT
STRATEGIES**

440 1st Street NW,
Washington, D
(202) €

Sarah Gimont
Government Affairs Assistant
SarahG@summitstrategies.us
cell 703.907.9052

THURSDAY, MARCH 5, 2020

8:30 AM – 12:00 PM MEET WITH THE NORTHWEST SENATE DELEGATION

- 12:30 PM NASEEM MEHYAR, LEGISLATIVE ASSISTANT TO SENATOR MARIA CANTWELL**
522 Hart Senate Office Building, phone Naseem @ 202-224-3441
- 1:00 PM LOGAN HOLLERS AND RICKY PARKER, LEGISLATIVE ASSISTANTS TO SENATOR JEFF MERKLEY**
313 Hart Senate Office Building, phone Ricky @ 202-224-3753
- 2:00 PM BOBBY AHERN AND ALLISON HUTCHINGS, LEGISLATIVE ASSISTANTS TO SENATOR RON WYDEN**
221 Dirksen Senate Office Building, phone Ann Coughlin @ 202-224-5244

OUTSTANDING REQUESTS

- The Office of Senator Patty Murray
- Sean Poole, Director of Intergovernmental Affairs, Office of the Secretary, USDOT

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Executive Director's Report

February 18, 2020

Administrative

- A reminder that key upcoming dates for preparation of the Strategic Business Plan are:
 - February 20 – Open House
 - March 10 – 3:30 Work Session
 - April 7 – 12:00 p.m. Spring PlanningEach of these events will take place in the Port conference room.
- The draft itinerary for Commissioner Chapman and Kevin Greenwood’s March 3-7 trip to Washington, D.C. with PNWA’s “Mission to Washington” in early March is attached to Kevin’s Bridge Replacement Project update report.
- I have submitted the attached letter of support for HB 4111, sponsored by Representative Anna Williams and others, that would establish the Oregon Search & Rescue Fund to distribute money to Counties for equipment, training and outreach. This is a method to encourage voluntary contributions to the fund from visitors and outdoor enthusiasts throughout the state and could help address an issue raised frequently by Sheriff English that is also a priority of the OneGorge group.
- MCEDD has scheduled a large meeting in Cascade Locks on February 19 to begin preparation of a Regional Transit Plan. Fred will attend the meeting to represent the Port.
- Genevieve and Kevin attended the Gorgeous Night in Olympia on February 5. The event had more participation from Gorge residents than in past years, thanks to the efforts of Tammara Toppel at the Mt. Adams Chamber of Commerce. But, due to several conflicting events, there was lower attendance by Washington legislators and their staff than was hoped for. The Salem event is schedule for February 19.
- As of February 12, the Strategic Business Plan online survey has received 873 responses. Only 94 of those respondents reported that their income was below the median income for the region, and less than 300 respondents identified as non-white or Caucasian ethnically. Genevieve is working with the consultant to develop a budget for additional outreach to low-income and Latinx community members to encourage participation.
- The Port’s Winter 2020 newsletter, which includes a paper version of the survey, is on schedule to be mailed early next week.

Recreation/Marina

- Fabrication of the Nichols Basin Dock Ramp (Mantle Industries) and connections (Schlosser Machine) is underway. Staff is targeting the end of March for complete installation.

- Port crews completed the annual grading of both the Spit, Hook, and Marina Jetty roads during the week of February 10 (see photo to right). Herbicide spraying took place at the same time as full road closures were required, but some areas may require additional treatment in the coming weeks. Excellent weather conditions helped speed the work.



- Hood River Valley Parks & Recreation (HRVPR) has informed the Port that the long-discussed Dog Park is on hold. Apparently, the City wishes to study a solar project for the Treatment Plant and consider other uses for a portion of the property considered for the Dog Park.
- HRVPR has also invited an application for using SDC fees to support recreation improvement projects. The Port has sought and received SDC funds in the past for various efforts. Staff is considering the feasibility of potential projects that would be eligible in the next fiscal year.
- Coffman Engineering is nearly complete with preparation of plans for repair work to the Event Site Vendor Dock. It will be important to complete the work prior to move-in of the concessionaires. This work will be carried out by Facilities staff or contracted out depending on staff availability. As reported by Coffman, additional repairs will be necessary in FY21 to cut off the rotted ends of some support beams and coating the exposed ends with a waterproof material.

Development/Property

- Facilities crews have completed form work and the concrete pour for the auxiliary emergency power generator. The generator is expected to be delivered March 5. On the Commission agenda is an action item to approve a contract for the associated electrical work for this project.
- Representative Walden’s staff vacated their offices in the DMV building on January 31st. Staff is working with prospective tenants; OHDC has declined to move forward.



- Many leases are coming up for renewal within the next four months. Staff continues to transition tenant lease agreements to the new lease structure.
- Staff has met with two architects and has plans to meet with a third regarding concept plans for the Lower Mill. Staff anticipates bringing a recommendation to the board for a first phase contract in March.

Airport

- Daryl is making significant progress on resolving the issues with some T-hangar leases. Letters to about ten tenants with potential lease violations were issued on February 12.
- Anne attended the Oregon Airport Management Association (OAMA) conference in Salem on February 11 and was able to meet with the FAA and ODA at the conference.
- Staff has requested a work session with concerned neighbors and airport users to investigate viable solutions for airport development that is acceptable to the community regarding noise impacts. Ideas about operations, user types, noise tracking and others will be discussed. The meeting will likely occur in March.
- Staff has met with three private individuals interested in building hangars at the airport. Staff has also begun conversation with Aaron Faegre regarding assistance with design and process for moving forward with private hangar development.
- Representative Williams testified on the Port's behalf at the hearing for HB5202 with a request for \$175,000 for the fuel component of the COVI project. Staff and Thorn Run drafted the attached support letter that was submitted as part of the testimony.

Bridge/Transportation

- Brown Roofing has completed installation of the Toll Plaza roof and siding.
- A brief bridge lift is scheduled for Friday, February 21 at 9:00 a.m. to locate a failing limit switch. The switch will need to be ordered and its replacement scheduled.
- Work has not yet begun on guard rail repairs from the extensive vehicle strike last December. Staff has consulted with Harvey Coffman of Coffman Engineering to confirm the type and extent of damage requiring replacement. We expect the total scope and cost of the work to be less than original estimates. Staff will provide an update at the meeting.

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INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

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

Representative Paul Evans, Chair,
House Committee on Veterans and Emergency Preparedness
Oregon State Legislature

February 10, 2020

RE: HB4111, Voluntary Oregon Outdoor Recreation Search and Rescue Card Program

Dear Chair Evans and Members of the Committee:

The Port of Hood River owns and operates multiple watersport recreation sites on the south shore of the Columbia River in the city of Hood River, Oregon. In this capacity, the Port wishes to express our support for HB4111, and our gratitude to the bill's sponsors, including District 52 Representative Anna Williams. The territory served by the Hood River County Sheriff's Department includes half of Mount Hood, a portion of the Pacific Crest Trail, and some of the busiest windsurfing and kiteboarding destination beaches in the world in the center of the Columbia River Gorge National Scenic Area.

Hood River County had over one million overnight visitors in 2018. While the Hood River County Sheriff's office serves, and is funded by, only 23,000 residents. Including day trip visitors from nearby Portland, the number of people who depend on the Sheriff's department search and rescue and emergency response capabilities numbers in the millions each year as people from around the world are drawn to, and drawn into, the dramatic and often dangerous, and vulnerable wildland landscapes of the region. We've got folks climbing across glaciers, scaling cliffs, wandering through vast forests, swimming and surfing in a federal waterway and major shipping channel, and flying through the air, strapped to huge kites in 30 mph gusts. These are not your run-of-the-mill-tourists. They often get into serious trouble out there, and often require large, expensive emergency response.

House Bill 4111 provides these visitors an opportunity to voluntarily support their own safety net by contributing financially to the search and rescue operations conducted by the local first responders. While this effort is not likely to relieve the unfair burden carried by Oregon's rural county Sheriff and fire departments related to search and rescue, it at least gives the end users a chance to help. Thank you for your leadership in helping to find a solution to this significant problem for our rural county.

Sincerely,

Michael McElwee
Executive Director
Port of Hood River

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INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

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

February 14, 2020

Senator Fred Girod
Representative Paul Holvey
Co-Chairs, Joint Ways and Means Capital Construction Subcommittee

Re: HB 5202 - Funding for Ken Jernstedt Aviation Technology and Emergency Response Center, Hood River

Chair Girod, Chair Holvey, and Members of the Committee:

The Port of Hood River (Port) owns and operates the Ken Jernstedt Airfield. In 2016, the Port was awarded an ODOT Connect VI (COVI) grant to:

1. Enhance emergency support capabilities by installing a jet fuel farm usable by helicopters engaging in search and rescue and responding to wildfire, train derailments and other emergencies.
2. Support local UAV companies by providing shovel-ready ground for hangars.
3. Leverage private investment dollars, improving the airport for current and future demand.

Utilities, shovel ready pads for aviation tech buildings, expanded ramp paving and aircraft parking for large helicopters as well as a modernized fuel farm help accomplish this support. This project meshes seamlessly with an FAA Airport Improvement Project that will rehabilitate the Airport's North Ramp at a cost of \$1,800,000. The two projects have been coordinated to leverage the contributions of both funding partners and produce long-term economic benefits. The Port of Hood River has included a version of this project in their Master Plan since the 1970s and is grateful for this opportunity to complete it this year.

Prior to applying for the COVI grant, the Port had a written commitment from the FAA for a Categorical Exclusion for fill of a minor wetland. However, after receiving the COVI grant award, the FAA changed direction and required an Environmental Assessment and an in-depth Federal and State wetland permitting process, stalling construction for 2.5 years and increasing construction costs significantly. Due to these delays and added costs, the project now exceeds the Port's ability to pay for it without additional funds.

Based on the cost estimates of project engineers, the Port's original legislative funding ask was \$574,272. However, project bids came in on February 13th and we are pleased to report that **the new requested amount is \$175,566 in one-time funds**. This amount is beyond the financial capacity of the Port to provide as we are already supplying 37% of the grant match, a significant burden for a small local agency.

The project can now move forward due to this decrease in cost, but without the legislature's help, the vital fueling component cannot. In light of the recent Eagle Creek fire and growing intensity of Oregon's wildfire seasons, as well as the frequent search and rescue efforts undertaken in the gorge area each year, the capacity to support large, jet-fueled helicopters at the Hood River Airport is increasingly important. Please consider providing the additional \$175,566 that will allow us to complete this vital component of the project.

Port of Hood River

Providing for the region's economic fu

Thank you,

Michael McElwee
Executive Director
Port of Hood River

Commission Memo



Prepared by: John Mann
Date: February 18, 2020
Re: Generator Installation Contract

During the January 20, 2020 meeting, the Commission approved the purchase of an auxiliary emergency power generator to serve the Port offices in cases of power outages. Currently, computers, lighting, and servers in both the Port office and shop are not operational in such events.

Staff has constructed the concrete pad for the new generator. A quote solicitation process was initiated in late January for the installation of connections, conduit, wire, trenching and generator testing in accordance with the manufacturer specifications.

The low quote was received from Hage Electric, Inc. and staff recommends approval of the contract, attached. The 93-page specifications documents is available upon request. If approved, the generator is expected to be operational by March 30.

RECOMMENDATION: Approve contract with Hage Electric for installation of auxiliary power generator not to exceed \$15,003.00.

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**Small Procurement Contract
Generator Installation and Electrical Reconfiguration**

1. This Contract is entered into between the Port of Hood River ("Port") and Hage Electric Inc. ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A. The Port of Hood River shall pay a "Not to Exceed" amount of \$15,003.00.
2. This Contract shall be in effect from the date at which every party has signed this Contract through completion and following acceptance of the work by the Port of Hood River. 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 15 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, 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, except to the extent the Port is negligent and responsible to pay damages. Contractor shall provide insurance in accordance with attached 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.

Contractor:	Port of Hood River
Hage Electric Inc	
Signed:	Signed:
Address;	
Phone;	

**Small Procurement Contract
Exhibit A**

-
- I. SCOPE OF WORK:** To connect Cummins Generator in accordance with manufactures specifications and quote specifications. Trench and place conduit pull control and service wire. Terminate as per manufactures specifications. Test generator with Cummins personnel for operability. Concrete pad and stub ups into concrete by others. The Contractor shall provide all materials, labor, equipment at no additional cost to the Port of Hood River.
-
- II. DELIVERABLES AND TIMEFRAME:** The contractor shall connect Cummins Generator in accordance with manufactures specifications and quote specifications attached. Trench and place conduit pull control and service wire. Terminate as per manufacturers specifications. Test generator with Cummins personnel for operability. Concrete pad and stub ups into concrete by others. The Contractor shall provide all materials, labor, equipment at no additional cost to the Port of Hood River. This work shall be completed by March 31, 2020. This contract based on quote submittal Attached.
-
- III. CONSIDERATION:** The Contract shall have a not to exceed amount of \$15,003.00

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
- Contract project title
- Record of hours worked and a brief description of activities
- Billing rate applied

Invoices for services will be submitted on a monthly basis. Payments due which exceed 90 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

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

Port of Hood River

Quote Solicitation for Generator Installation and Electrical Reconfiguration

1000 East Port Marina Dr, Hood River Or 97031

Issued: January 29, 2020
Closing Date: February 13, 2020

Project Summary:

The Port of Hood River is requesting quotes for the installation of a new generator at the Port main office 1000 East Port Marina Dr in the City of Hood River, OR.

The Work consists of: Installation of a Cummins Generator and transfer switch (provided by others) on a concrete pad (provided by others). The concrete pad will have electrical conduit swept into the concrete but the trenching between the generator and the electrical panel shall be provided by the Contractor. There is an approximate distance of 20ft between generator placement. The Contractor shall provide all wiring and termination of all circuits required to provide back up power to all circuits in the port office and shops. The contractor shall rewire the electrical panel in the Port office and exterior panel to offer full function of all electrical services in the Port office and shop when operating the backup generator or when backup power is required. The quoting Contractor shall be required to conduct their own investigating to provide the method to provide emergency backup power during power outages. The site can be visited by making an appointment with the project Manager John Mann at 541-399-9228. The contractor shall supply all materials, equipment and labor to provide a fully operational generator at no additional cost to the Port of Hood River.

The work contemplated under this Contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the work described in the Contract, the General Conditions, all applicable special conditions, plans, specifications, or any supplementals. Project scope of work, plans and specifications are included in this Contract Solicitation document.

The single contact point for questions regarding the Solicitation, Forms, Specifications, change, clarification, the award process, and/or any other issues that may arise, is John Mann at (541) 399-9228, fax (541) 386-1395 and email jmann@portofhoodriver.com

Submittal Process

This is a quote for personal services, therefore it does not fall under the ORS 279C (Public Works Contracts). Quotes must be received by **2:00 PM on Thursday, February 13, 2020** at the Port office or by mail to 1000 E. Port Marina Drive, Hood River, OR 97031. All quotes must include the completed Quote Form. Quotes will not be received after 2:00 PM on Tuesday, February 13, 2020. Quotes will be reviewed by Port staff.

The Port of Hood River reserves the right to 1) reject any or all proposals not in compliance with procedures and written instructions if it is in the best interest of the public to do so, 2) seek clarifications of each response, 3) waive informalities in the proposals, 4) choose different proposers for each task, 5) modify the project to fit within budgeted amounts, and 6) negotiate a final contract that is in the best interest of the Port.

Solicitation Laws and Rules

This solicitation and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The solicitation and resulting Contract may be subject to other laws and rules. This is not a Prevailing Wage Project subject to ORS 279C.800 to 279C.870. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules.

Site Examination

The bidder shall visit the site and fully acquaint themselves with the existing conditions there relating to construction and labor and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. Contractors will not be given extra payments for conditions, which can be determined by examining the site and documents.

The bidder acknowledges that he/she is satisfied as to the nature and location of the work, the various street surface conditions to be encountered and the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, surface water, storm drainage system, access of the site and coordination with the Port.

Award

The contract will be awarded by competitive quotes to the contractor whose quote will best serve the interests of the Port of Hood River. Price, experience, availability, project

understanding and contractor capacity will be taken into account in the evaluation process. All respondents will be notified of the award within 10 calendar days (February 13, 2020) of the closing date. Work will be scheduled once all contract documents have been executed.

Information to be submitted by successful contractor

The successful Contractor shall provide all of the following required documents to the Port of Hood River within ten (10) calendar days of notification of the Intent-to-Award. Failure to present the required documents within ten (10) calendar days may result in rejection.

Respondents are encouraged to consult their insurance agent about the insurance requirements prior to Quote submission.

-Insurance:

Contractors will be required to provide proof of commercial general liability and automobile liability insurance in the amount of \$1,000,000.00, and proof of Workers Compensation coverage. The certificate shall be issued in the name of the Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031. The Port of Hood River, and its commissioners, employees, contractors and agents shall be named as additional insured.

-Bonds:

1. Public Works Bond: Pursuant to ORS 279C.836 before starting work on the contract or subcontract for public works projects with a contract price that exceeds \$50,000, the contractor or subcontractor shall file with the Construction Contractors Board a public works bond with the corporate surety authorized to do business in this state in the amount of \$30,000.

2.) Performance Bond: Contractor shall, within ten days after award of the contract and prior to doing any work under this contract, furnish the Port, in a form and with a surety satisfactory to the Port:

a). A performance bond in an amount equal to the full contract price conditioned upon the faithful performance of this contract upon the part of the Contractor in accordance with the specifications, and conditions of this contract, and also complying with the provisions of Oregon Revised Statute 279C.380 and any other laws of the State of Oregon relating to faithful performance bonds for construction of public works.

b). Pursuant to ORS 279C.836, a payment bond in an amount equal to the full contract price, solely for the protection of claimant under ORS 279C.600.

Oregon Prevailing Wage (BOLI Requirements)

This is not a Prevailing Wage job.

Base Quote: Contractors shall acknowledge that estimated quantities are not guaranteed and shall be based on the actual amounts to complete the work as outlined.

Time and Completion: The Bidder must agree to commence work on or before a date to be specified in a written “Notice to Proceed” from the Port, and to fully complete the project by March 20, 2020. The contractor must also agree to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until all construction is complete.

The contact person and project manager for this contract will be John Mann, Port Facilities Manager. Questions may be directed to John Mann at 541-399-9228. Once contracts are awarded, the Port’s owner’s representative will be the Port Maintenance Supervisor (contact information to be distributed with contract).

Quote Inclusions and Submittals;

1. Deliverables
2. Specifications
3. Quote Sheet (Bid Item Sheet)
4. Performance Bond
5. Certificate of Insurance
6. Sample Contract

Deliverables:

- 1) The Contractor shall provide the wiring, terminations, reconfiguration, trenching, and testing for the installation of the Cummins Generator (provided by others) and Transfer switch (provided by others). The Generator, Transfer switch, concrete pad and electrical conduit sweeps into the concrete pad and setting the new generator will be provided by others. The Contractor shall purchase and provide for installation all necessary materials, labor and equipment to provide backup emergency power to the entire Port office and shop area from the new generator at no additional cost to the Port of Hood River.
- 2) The Contractor shall reconfigure all exterior electrical wiring to provide emergency backup power to the entire electrical system in the Port of Hood River offices at 1000 E Port Marina Drive. The Contractor shall have electrical systems fully operational during the duration of the project. The Contractor shall install and wire the transfer switch (provided by others). The Contractor shall purchase and provide for installation all necessary materials, labor and equipment at no additional cost to the Port of Hood River.
- 3) The Contractor shall reconfigure all interior electrical wiring to provide emergency backup power to the entire electrical system in the Port of Hood River offices at 1000 E Port Marina Drive. The Contractor shall have electrical systems fully operational during the duration of the project. The Contractor shall purchase and provide for installation all necessary materials, labor and equipment at no additional cost to the Port of Hood River.
- 4) The Contractor shall work with Cummins through the start up and testing of the Generator. Coordination of this work with Cummins shall be the Contractors responsibility.

Specifications;

Bid Item 1, Mobilization:

The Contractor shall provide a bid amount for mobilization. Mobilization will be paid as follows; 40% at the start of the physical work on site. 60% at the completion of trenching.

Bid Item 2, Generator, Transfer Switch and Shipping:

The Cummins Generator will be provided and placed by others. The Transfer switch (provided by others) shall be placed and wired by the Contractor in the exterior electrical shelter and the old transfer switch removed from the interior panel.

Bid Item 3, Concrete Pad and Electrical stub ups:

Concrete pad and generator placement on concrete pad, electrical stubs (shall extend (1) one foot from edge of concrete pad capped and terminated underground) will be provided by others.

Bid Item 4, Trenching:

The Contractor shall provide all trenching and electrical conduit between the new generator and the existing exterior electrical panel which is approximately 20ft from the new generator pad.

The Contractor shall purchase and provide for installation all necessary materials, labor and equipment installed to manufactures specifications at no additional cost to the Port of Hood River.

Bid Item 5, All exterior electrical wiring and terminations and reconfiguration:

The Contractor shall provide conduit and pull wire through conduit from generator to exterior electrical panels and perform all required wiring. Install transfer switch (provided by others). The Contractor shall reconfigure exterior panel to provide emergency power to the entire Port of Hood River office and Shops. It has been determined by electrical engineers the wire from the existing exterior panel to the existing interior panel is sized appropriately and can be used for the run between the exterior panel and the interior panel in the existing conduit in its current condition. Terminations shall be altered as required to provide a functional system. All electrical enclosures shall be provided by the Contractor and shall be stainless steel or approved equal.

The Contractor shall have electrical systems fully operational during the duration of the project.

The Contractor shall purchase and provide for installation all necessary materials, labor and equipment installed to manufactures specifications at no additional cost to the Port of Hood River.

Bid Item 6, All interior electrical wiring and terminations and reconfiguration:

The Contractor shall reconfigure interior panel to provide emergency power to the entire Port of Hood River office and Shops. All electrical enclosures shall be provided by the Contractor and shall be stainless steel or approved equal.

The Contractor shall have electrical systems in the Port office and Toll plaza operational during the duration of the project as not to disrupt operations during the installation work.

The Contractor shall purchase and provide for installation all necessary materials, labor and equipment installed to manufactures specifications at no additional cost to the Port of Hood River.

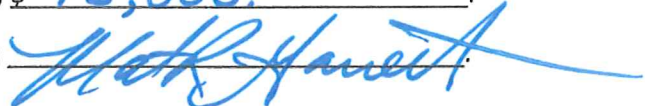
Bid Item 7, Start Up and Generator Testing:

The Contractor shall perform all start up procedures and Testing required as per manufactures specifications.

The Contractor shall purchase and provide for installation all necessary materials, labor and equipment installed to manufactures specifications at no additional cost to the Port of Hood River.

Date; February 13, 2020

Project total from Bid Sheet; \$ 15,003.00

Contractor Signature; 
MATTHEW R. GARRETT

Bid Sheet for Generator Installation and Electrical Reconfiguration

		Units	Quantity	Unit Cost	Bid Amount
1	Mobilization	Each	1	\$ 644.00	\$ 644.00
2	Generator, Transfer switch and shipping	n/a	n/a	Provided by others	Provided by others
3	Generator concrete pad and stub ups (By Others)	n/a	n/a	Provided by others	Provided by others
4	Trenching	LFT	20	\$ 48.00	\$ 960.00
5	All exterior electrical wiring and terminations and reconfiguration	Each	1	\$ 8900.00	\$ 8900.00
6	All interior electrical wiring and terminations and reconfiguration	Each	1	\$ 3539.00	\$ 3539.00
7	Start up and Generator Testing	Each	1	\$ 960.00	\$ 960.00
				Project total	\$ 15,003.00

Commission Memo



Prepared by: Anne Medenbach
 Date: February 18, 2020
 Re: Connect 6 Contract- Intent to Award

An Invitation to Bid on the Ken Jernstedt Airport Aviation Technology and Emergency Response Center project, funded by ODOT-Connect 6, was issued on January 10th. Bids were opened on February 13. Seven bidders submitted bids, four of the seven were below the engineer’s estimate for the base bid. As shown in the bid tabulation table below, Tapani Inc. is the lowest responsive and responsible bidder.

#	BIDDER	BID		TOTAL
		PROPOSAL	Bid Alternate	
1	Tapani Inc.	\$1,886,965.50	\$455,500.00	\$2,342,465.50
2	Catworks Inc.	\$2,078,073.00	\$397,000.00	\$2,475,073.00
3	Crestline Construction Company LLC	\$2,100,725.00	\$575,000.00	\$2,675,725.00
4	James Dean Construction Inc.	\$2,149,827.00	\$515,000.00	\$2,664,827.00
5	Beam Excavating Inc.	\$2,282,512.00	\$549,594.00	\$2,832,106.00
6	Columbia Pacific Construction	\$2,734,185.05	\$669,296.10	\$3,403,481.15
7	K & E Excavating Inc.	\$3,138,951.00	\$753,700.00	\$3,892,651.00
	<i>Engineers Estimate</i>	<i>\$2,270,972.00</i>	<i>\$401,996.00</i>	<i>\$2,672,968.00</i>

The Board has three options regarding this bid:

1. Award the base bid which includes: all utilities, paving, grading, rough excavation of the wetland and conduit to the future fuel pad, leaving the existing av-gas tank on the south side. There is potential for a future change order to add portions or entire fuel farm items: Fueling pad, Av gas tank and system, jet fuel tank and system.
2. Award the entire project amount including the base bid and the alternate which would include the fuel farm (jet fuel and av gas). This option would require a request for additional state funding.
3. Reject all bids and cancel the project.

Original Project Assumptions		Option 1	Base bid only- no fuel	Option 3	Base bid + all fuel
Project budget	\$ 2,166,900.00	Project total	\$ 1,886,965.50	Project total	\$ 2,342,465.50
Grant Award	\$ 1,364,900.00	Contingency 5%	\$ 94,348.28	Contingency 5%	\$ 117,123.28
County contribution	\$ 200,000.00	Total project cost	\$ 1,981,313.78	Total project cost	\$ 2,459,588.78
Port Match	\$ 602,000.00	Grant award	\$ 1,364,900.00	Grant award	\$ 1,364,900.00
		County Contribution	\$ 200,000.00	County Contribution	\$ 200,000.00
		Port Match	\$ 416,413.78	Port Match	\$ 602,000.00
				Legislative ask	\$ 175,000.00
				Unfunded	\$ 117,688.78

Staff recommends that the Board award the contract, barring no protests, for the base bid amount. This option provides a way forward once it is determined whether state funding is available for a portion or all of the budget shortfall. Staff will be working with the contractor and the fuel system supplier to conceptualize a phased approach for the fuel farm that could be included in a potential change order within the existing budget. Staff recommends prioritizing installation of the fuel pad and new fueling system, moving/replacing the Av gas tank as top priorities for a potential change order. If additional state funding can be secured, then the jet fuel capabilities could be added.

Additionally, staff recommends that the Port carry a 5% contingency on the total project cost. A contingency would be added during the budget process and not included in the contract amount but held in reserve in case it is needed.

RECOMMENDATION: Approve contract with Tapani Inc. for the Aviation Technology and Emergency Response Center project at the Ken Jernstedt Airport in an amount not to exceed \$1,886,965.60, barring no protests.

Commission Memo



Prepared by: Anne Medenbach
Date: February 18, 2020
Re: Amendment No. 3 Connect VI Grant Contract

The Port requested an Amendment to the ConnectOregon VI grant agreement for the Aviation Technology and Emergency Response Center project with ODOT for a scope reduction. The reduction removes the fuel farm, including the concrete pad, Av-gas tank relocation/purchase, jet fuel tank, and a fueling card system from the project scope.

The reduction is requested because the engineers estimate was well over the amount that the Port had allocated for the project. To reduce costs and enable most of the project to move forward, the Commission directed staff to move the fuel farm elements to a bid alternate. This allowed for options to include the work or not depending on a) whether the scope reduction was approved by ODOT and b) if additional state funds were secured for the project.

Based on the bids received, the Port now has the option to accept only the base bid and defer the fuel farm. However, that option is only available if the Port executes this Amendment to the grant agreement. Otherwise, the Port would be required to complete the fuel farm in order to comply with ODOT grant requirements.

RECOMMENDATION: Approve Amendment No. 3 to the ConnectOregon VI grant agreement for the Aviation Technology & Emergency Response Center project.

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AMENDMENT NUMBER 03
CONNECTOREGON VI
OREGON DEPARTMENT OF TRANSPORTATION
CONNECTOREGON FUND PROGRAM 2016
Aviation Technology & Emergency Response Center
Port of Hood River

This is Amendment No. 03 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and the **Port of Hood River**, acting by and through its Board of Commissioners, hereinafter referred to as “Recipient,” entered into on January 30, 2017, Amendment No. 01 on January 9, 2019, and Amendment Number 02 on October 29, 2019.

It has now been determined by ODOT and Recipient that the Agreement referenced above shall be amended to update Exhibit A, increase project costs, and update ADA language.

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

2. **Amendment to Agreement.**

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

b. **Section 3, Page 1, which reads:**

3. Project Cost: Grant Funds; Match. The total Project cost is estimated at \$2,166,900. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient Grant Funds in an amount not to exceed \$1,364,900 or seventy (70) percent of the total eligible Project Costs, whichever is less, of eligible Project Costs described in Section 6 hereof. ODOT acknowledges that Recipient has partially met the required match. Eligible costs for this Project incurred will be reimbursed at seventy-one (71) percent until the \$1,364,900 limit is reached. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. ODOT will withhold five (5) percent of the Grant Funds to be distributed as provided in Section 6.c.

Shall be deleted in its entirety and shall read as follows:

3. Project Cost: Grant Funds; Match. The total Project cost is estimated at \$2,803,900. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient Grant Funds in an amount not to exceed \$1,364,900 or seventy (70) percent of the total eligible Project Costs, whichever is less, of eligible Project Costs described in Section 6 hereof. ODOT

Recipient/ODOT
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acknowledges that Recipient has partially met the required match. Eligible costs for this Project incurred will be reimbursed at forty-nine (49) percent until the \$1,364,900 limit is reached. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. ODOT will withhold five (5) percent of the Grant Funds to be distributed as provided in Section 6.c.

c. **Revised Exhibit B, Section XII, which reads:**

XII. Americans with Disabilities Act Compliance:

a. **State Highway: For portions of the Project located on or along the State Highway System or a State-owned facility (“state highway”):**

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

<http://www.oregon.gov/ODOT/CONSTRUCTION/Pages/Forms.aspx>

- iv. Agency shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- v. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided

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in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction, to the greatest extent possible.

b. Local Roads: For portions of the Project located on Agency roads or facilities that are not on or along a state highway:

i. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.

ii. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<http://www.oregon.gov/ODOT/CONSTRUCTION/Pages/Forms.aspx>;

Additional ODOT resources are available at:

<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

iii. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

iv. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction, to the greatest extent possible.

c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

i. Pedestrian access is maintained as required by the ADA,

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

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

XII. Americans with Disabilities Act Compliance:

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

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<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. **Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice

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of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - d. Maintenance obligations in this section shall survive termination of this Agreement.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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

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

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

By _____

Date _____

LEGAL REVIEW APPROVAL
(if required by Recipient’s process)

By _____
Recipient Counsel

Date _____

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

State Contact:
Cecelia (CeCe) Gilbert
Connect Oregon Program Manager
555 13th Street NE
Salem, Oregon 97301-4178
(503) 986-3528
Cecelia.Gilbert@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Active Transportation Section Manager

Date _____

By _____
Connect Oregon Program Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Sam Zeigler via email on 2/7/20
Assistant Attorney General

Recipient/ODOT
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REVISED EXHIBIT A
Project Description, Key Milestones, Schedule and Budget
Agreement No. 31641
Application Number: 1A0398
Project Name: Aviation Technology & Emergency Response Center

A. PROJECT DESCRIPTION

This Project is for the Ken Jerstedt Airfield in Hood River, Oregon. The Project will renovate and expand the north apron for a new staging area, and prepare utilities and pad sites.

B. PROJECT KEY MILESTONES AND SCHEDULE

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

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

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

The estimated completion date of Project is: 6/30/2020

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Scoping and planning	NA
2	Right of way and land acquisition	NA
3	Permits	8/30/2019
4	Final plans/bidding engineering documents	1/7/2020
5	Construction contract award	2/18/2020
6	Project completion	6/30/2020

Table 2 – Funding Breakdown

A	Total Project Cost	\$2,803,900
B	Grant Award Amount	\$1,364,900
C	Recipient Match (must be at least 30% of Total Project Cost)	\$1,439,000

Commission Memo



Prepared by: Daryl Stafford
Date: February 18, 2020
Re: American Cruise Lines Use Agreement

Over the past several years the Port and American Cruise Lines (ACL) have executed annual use agreements that allow ACL vessels to tie up at the Cruise Ship Dock in the Marina. Recently, ACL has needed to land on the outside of the Marina Jetty because two of their vessels are too large to maneuver inside the Marina Basin.

This past fall, ACL management expressed interest in having a longer-term use agreement that would allow for more annual landings and focus solely on the outside location. ACL also seeks to install bollards that would allow vessels to tie up and provide a more secure docking system for the safety of their vessels and comfort of their passengers. This would allow an increase in the number of annual visits.

In return, ACL has agreed to both provide a significant annual payment to recognize the greater impact to the Marina Park access road from busses and fuel trucks associated with their operations and increase the use payment. ACL has also offered to develop more focused strategy to provide opportunities for passengers to visit and shop both in downtown Hood River and WAAAM. Staff has received several positive comments from downtown merchants about the benefits cruise passengers bring to their businesses.

The attached Dockage Permit and Use Agreement would give ACL a longer term commitment and provide the Port with a significant annual contribution towards access road maintenance. The agreement has been reviewed and approved by the Port General Counsel.

RECOMMENDATION: Approve Dockage Permit and Use Agreement with American Cruise Lines, Inc. for docking of cruise ship at the Marina Jetty.

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Port of Hood River
DOCKAGE PERMIT & AGREEMENT
March 1, 2020 – February 28, 2024
American Cruise Lines

The **PORT OF HOOD RIVER ("Port")** hereby permits **AMERICAN CRUISE LINES, INC. ("Permittee")** to have the exclusive use of Port property on the North side of the Marina Jetty ("Premises") while Permittee uses the Premises and to have non-exclusive use of the top of bank gravel access road area at the easterly end of the Marina jetty in Hood River, Oregon ("Shared Use Area") for docking, loading and unloading passengers and related activities.

Permit Duration and Fees: This permit shall be valid beginning March 1, 2020 through February 28, 2025, subject to the Port's rights of revocation stated hereafter. Permittee will have one option to renew this agreement for an additional five (5) year period after providing Port with six months prior written notice of Permittee's request to do so, subject to Port Commission approval. If Permittee's option is exercised and approved the per docking fee will increase to \$200 and the annual maintenance fee will increase to \$7,500. Permittee shall pay Port for rights Permittee is granted under this agreement as follows:

Permit Fee: The permit fee shall be charged on a per docking basis, regardless if the docking is scheduled or not. The fee per docking shall be \$150.00 and shall be paid no later than the 5th of every month after the dockings have occurred.

Maintenance Fee: During the term of this agreement, Permittee shall pay an annual fee of \$6,000 no later than June 1st of each year of this agreement. The annual maintenance fee will be used for road and general upkeep of the Shared Use Area.

Utilities: Permittee shall pay \$35 per docking for water usage and proportional share of meter base charges. Water fee shall be paid no later than the 5th of each month after charges have occurred. Garbage haul off is Permittee's sole responsibility. Haul away containers may not be left for more than one night. No other utilities or services, including electricity, will be provided to Permittee unless agreed to by the parties in writing.

Schedule: Permittee shall manage and maintain a schedule of landings for all cruise ships that use the Premises including any third-party vessels. Permittee shall provide to Port a schedule of landings for its own vessels prior to each summer season and shall, whenever possible, provide updates when schedule changes occur. Permittee will determine the cost and terms of dockage for any third-party users.

Insurance: Proof of insurance coverage shall be provided to Port and must be approved by the Port prior to the first docking date in each year calendar year of this Dockage permit. Approved insurance coverages shall be maintained during the term of the agreement.

Casualty Insurance. Permittee shall at its expense maintain the standard Marine Hull and Machinery Insurance along with Protection and Indemnity coverage described below to insure the Premises against any damage to the Premises by any Vessel and agree to name Port as additional insured. At Permittee's expense, Permittee's marine coverage also may insure Permittee's personal property and trade fixtures located at or around the Premises.

Worker's Compensation. Permittee is either a subject employer under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for all its subject workers or is an employer that is exempt under ORS 656.126. Permittee is responsible to determine appropriate workers coverage.

Other Insurance. Tenant shall maintain at Permittee's expense standard Marine Protection and Indemnity (P&I) liability insurance with respect to Permittee's business and use of Premises by its passengers and crew in the amount of not less than five million dollars (\$5,000,000.00). Such insurance will cover all claims for property damage at replacement cost or injury to persons including death arising out of or related to Permittee's, or its agents', employees', guests' or invitees' use and occupancy of the Premises and Shared Use Area and any other obligation arising under this agreement. Such Protection and Indemnity Insurance shall provide coverage at least as broad as Form SP-23 or equivalent. Permittee shall endorse such policy with a so-called "misdirected arrow clause" to afford protection to Port as additional insured.

Form. All policies of insurance maintained by Permittee shall be issued by an insurer having rating of at least "A-: VII" or better as set forth in the most current issue of Best's Insurance Reports and licensed to do business in the State of Oregon. Permittee shall notify Port of any termination or material alteration of such policies. Prior to the use of the Premises, Permittee must provide a Certificate of Insurance, naming Port as additional insured evidencing the coverage required hereunder and prohibiting insurance cancellation without fourteen days prior notice to Port.

Failure to Obtain. If Permittee fails to secure or maintain any insurance coverage required hereunder or should the insurance secured fail to be approved by Port, acting reasonably, and such failure is not corrected within forty-eight (48) hours after written notice from Port, Port may, at its sole discretion, purchase such insurance coverage required at Permittee's reasonable expense. Permittee shall reimburse Port on demand for any reasonable monies expended to secure such coverage plus interest at the rate of 6% per year from the date of the expenditure.

Injury, Loss, Indemnity by Permittee. Permittee assumes all risk of injury, loss, or damage to Permittee and to Permittee's employees, agents, invitees and customers and to Permittee's ships, goods, materials, or other property occurring in or around the Premises including improvements, caused by negligence or willful misconduct of Permittee, excluding those claims to the extent arising out of Port's negligence or willful misconduct. Permittee shall indemnify, defend, and hold harmless Port, Port's, agents, employees and commissioners from all loss, claim, demand, damage, liability, or expense, including attorney's fees (collectively "Claims"), arising out of or in any way related to Permittee's negligence or willful misconduct in connection with Permittee's use of the Premises or Shared Use Area excluding those Claims arising solely out of Port's negligence or willful misconduct. Permittee's agreement to indemnify and hold harmless Port shall extend to all Claims arising by reason of improper or negligent erection or construction of facilities, trade fixtures, or equipment installed on or in the Premises by Permittee.

Injury, Loss, Indemnity by Port. Port assumes all risk of injury, loss, or damage to Port and to any persons, goods, materials, or other property, occurring in or around the Premises in connection with Permittee's use of the Premises, or occurring in or on any Port property other

than the Premises to the extent caused by Port's negligent or willful misconduct, excluding those Claims arising out of Permittee's negligence or willful misconduct to the extent municipal tort liability is limited as described in ORS 30.260 et. seq. and as limited by the provisions of the Oregon Constitution.

Landlord's Insurance. Port shall maintain (i) general liability insurance in its usual and customary amounts to protect against personal injuries, property damage, or death arising out of use of Port property by the public and others besides Permittee's passengers, or Permittee's sublessees or assignees and (ii) property insurance insuring all improvements and fixtures located adjacent to the Premises (such policy to cover all risks covered under an All Risk or Special Causes of Loss policy).

Permittee agrees to use the Premises, Shared Use Area and Port's property and facilities entirely at Permittee's own risk, regardless of conditions. The Port makes no warranty, either expressed or implied, as to the suitability of the Premises, Shared Use Area or Marina access road for Permittee's use, or regarding water depths within or near the Port Marina Basin. Water depth will vary continually because of the volume of river flow and weather conditions. Permittee should take soundings on a regular basis to ensure the safety of the vessel.

Permittee may make capital and non-capital improvements (including deadman anchoring systems) after receiving Port written approval to do so, which are necessary and appropriate for it to operate its business and otherwise for purposes of its permitted use. After receiving Port written consent to proceed, Permittee shall provide Port with engineered drawings for any such proposed improvements or repairs, which shall be subject to Port approval. Permittee shall reimburse Port for all costs associated with Permittee's improvements and installations. Any such improvements installed by Permittee shall be made in accordance with all applicable laws, city ordinances and safety standards, and all Port requirements. All such Permittee improvements made to the Premises or Shared Use Area shall be property of the Port at the termination of this agreement unless Port requires that the improvements shall be removed by Permittee, and the Port property returned to its pre-agreement condition.

Right of way on the jetty or Marina Road is non-exclusive and shall not be blocked, obstructed, diminished or restricted by Permittee without prior Port approval; however, Permittee shall have the right to temporarily stage up to 4 buses on the jetty and Marina Road when its ships are in port ready for passengers to be unloaded from or loaded onto the ship. Permittee may also place temporary signage and temporarily cordon off sections of the ship boarding area while its ships are in port. Permittee recognizes that the jetty or Marina Road may be temporarily blocked, obstructed, diminished or restricted by the Port, or one of its permittees, licensees, or lessees, without Permittee approval. Permittee agrees to comply with all state and federal laws, municipal ordinances and rules applicable Permittee's conduct. This agreement shall be construed in accordance with and governed by the laws of the State of Oregon. Court venue for any dispute will be in the Circuit Court of Hood River County, Oregon.

This agreement shall be valid from the date both parties have signed, stated below and continue during the remainder of the permit duration, unless earlier revoked. The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the permit as set forth herein following Port notice to Permittee specifying the non-compliance and Permittee's failure to remedy the non-compliance within 30 days of Permittee's receipt of such notice.

Intent: It is the intent of Port and Permittee to construct a more robust docking facility at the Premises, including mooring dolphins and a small dock or landing for loading and unloading of ship passengers in

the future, subject to mutual agreement. Such facility will be designed and built to maximize tourism while minimizing environmental impact. Any such construction will be at Permittee’s cost. When a project becomes viable Port and Permittee may enter into a long-term lease of the Premises.

Future Use of Other Port Property: Port understands that Permittee’s preferred Port location is the dolphins, breakwater, and land at or near the Jensen Building (400 Portway Ave, Hood River, OR 97031). If in the future the Jensen Building property, dolphins, and/or breakwater are available to be leased to or purchased by Permittee, Port and Permittee will engage in discussions about Permittee’s use and potential purchase of those properties. Permittee understands potential recreational impacts of any vessel operations at these sites. Any Port offer to lease or purchase the sites will require Permittee’s participation in the development of park amenities, parking lots, and other public access facilities.

Taxes and Assessments. If as a result of Permittee’s activities at or occupancy of the Premises, or as a result of this agreement, any real property taxes or governmental assessments are payable by Port, Permittee agrees to pay such taxes or assessments or to reimburse Port if Port pays them.

Attached Exhibits. Two pictures outlining the general location of the Premises and Shared Use Area are attached to this agreement labeled Exhibit A. A schedule of Permittee’s 2020 docking schedule and subsequent year’s preliminary schedules at Hood River, Oregon are attached to this agreement labeled Exhibit B.

Each person signing this agreement represents and warrants they have the right to do so on behalf of the entity they are signing for.

THE ABOVE CONDITIONS ARE AGREED TO.

DATED: _____, 2020

PERMITTEE, AMERICAN CRUISE LINES, INC.

PORT OF HOOD RIVER

Signature

Michael S. McElwee

President & CEO

Executive Director

Title

Title

741 Boston Post Road, Ste. 200
Guilford CT 06437
www.americancruiselines.com
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Exhibit A

