

Port of Hood River
Work Session
Lot #1 PUBLIC INFRASTRUCTURE FRAMEWORK PLAN
November 6, 2018

Agenda

I. Lot #1 Public Infrastructure Framework Plan

Mike Zilis from Walker/Macy will present an overview of the draft Public Infrastructure Framework Plan for review and discussion with the Commission. Mark VanderZanden, architect and project sub-consultant to Walker/Macy, will present a summary of development that has already occurred on the Hood River Waterfront as an indicator of the market demand expected for Lot #1.

The work presented and discussed with the Commission will be further refined for presentation/discussion with the URA Board at their upcoming meeting on November 6.

Key Topics:

- Type and extent of public infrastructure projects essential for future development of Lot #1.
- Other URA Plan projects not essential for Lot #1 development but that may be desirable for achieving other public objectives
- Preliminary area illustrative plan
- Project Cost Estimates
- Phasing
- Future URA Board discussion

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PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, November 6, 2018
Marina Center Boardroom

4:00 P.M.

Work Session

1. Lot 1 Infrastructure Framework – Mike Zilis, Walker | Macy & Mark Vanderzanden, Surround Architecture
-

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 October 16, 2018 Regular Session ([Jana Scoggins – Page 5](#))
 - b. Approve Contract Amendment No. 1 with Lerner Services, Inc. Not to Exceed \$25,000 ([Fred Kowell – Page 9](#))
 - c. Approve Change Order No. 2 with Crestline Construction Company LLC for Stadleman Waterline Extension Not to Exceed \$13,757.50 ([Anne Medenbach – Page 15](#))
 - d. Approve Use Agreement with Mt. Hood Meadows for Event Site Skier Bus Parking ([Michael McElwee – Page 19](#))
 - e. Approve Use Agreement with Mt. Hood Meadows for East Portway Avenue Employee Bus Parking ([Michael McElwee – Page 19](#))
 - f. Approve Contract with Surround Architecture for A&E Services at the Marina ([Michael McElwee – Page 25](#))
 - g. Approve Staff/Commission Communications Plan ([Michael McElwee – Page 29](#))
 4. Reports, Presentations and Discussion Items
 - a. Fracture Critical Inspection Review, Mark Libby, HDR Engineering Presentation ([Michael McElwee – Page 33](#))
 - b. Fall Planning Draft Agenda Review ([Michael McElwee – Page 59](#))
 - c. 2019 Marina Rules & Regulations Review ([Daryl Stafford – Page 63](#))
 - d. Bridge Replacement Project Update ([Kevin Greenwood – Page 79](#))
 5. Director's Report ([Michael McElwee – Page 95](#))
 6. Commissioner, Committee Reports
 - a. Marina Committee, October 18 (Stafford)
 - b. Pacific Northwest Waterways Association Annual Convention (Scholl)
 7. Action Items
 - a. Approve Contract with Groat Brothers, Inc. for Dirt Haul and Move at Lower Mill/Airport Not to Exceed \$133,400 ([Anne Medenbach – Page 107](#))
 - b. Approve Resolution 2018-19-2 Adopting Preventative Maintenance Plan for Port Buildings ([Genevieve – Page 111](#))
 - c. Nominate Commissioner David Meriwether for Port Representative Position on the URA Board ([Genevieve – Page 119](#))
 - d. Approve 2019 Marina Moorage Rate Schedule ([Daryl Stafford – Page 121](#))
 - e. Approve 2019 Airport T-Hangar Lease Rate Schedule ([Daryl Stafford – Page 125](#))
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real estate negotiations and ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

10. Possible Action

11. Adjourn

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

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

**Port of Hood River Commission
 Meeting Minutes of October 16, 2018 Regular Session
 Marina Center Boardroom
 5:00 p.m.**

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

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

Present: Commissioners Hoby Streich, Brian Shortt, David Meriwether, Ben Sheppard; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, and Jana Scoggins.
Media: Emily Fitzgerald, Hood River News

1. Lot 1 Public Infrastructure Framework Plan

Michael McElwee, Executive Director, provided an update on the October 9 meeting with the Urban Renewal Agency Board (“URA”). McElwee reviewed the PowerPoint that was presented during the URA meeting and discussed a preliminary development plan and infrastructure framework plan for Lot #1. McElwee showed the infrastructure concepts of roads and utilities that would integrate set of industrial and commercial uses while complementing the public open space area with access to Nichols Basin.

2. Development Alternatives Analysis

Postponed to Regular Session. Report Item (f).

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

Present: Commissioners Hoby Streich, Brian Shortt, David Meriwether, and Ben Sheppard; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Anne Medenbach, Kevin Greenwood, Daryl Stafford, and Jana Scoggins.
Absent: Commissioner John Everitt, Ben Sheppard departed at 5:30pm, Genevieve Scholl, Fred Kowell
Media: Emily Fitzgerald, Hood River News

3. CALL TO ORDER: President Streich called the regular session to order at 5:05 p.m.
a. Modifications, Additions to Agenda: Work Session item (2) was moved to Reports item (f). Consent item (b) removed. Report Item (e) became item (b). Committee Reports (a) and (b), and Action Item (b) were removed from the Agenda. The amount for Action Item (d) changed from \$6,000 to \$6,300.

4. PUBLIC COMMENT: None.

5. CONSENT AGENDA:

- a. Approve Minutes of October 2, 2018 Regular Session
- b. Approve Accounts Payable to Jaques Sharp in the Amount of \$7,172.00.

Motion: Move to approve Consent Agenda.

Move: Meriwether

Second: Sheppard

Discussion: None

Vote: Streich, Shortt, Meriwether, Sheppard

Absent: Everitt

6. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS

a. Bridge Replacement FEIS Public Involvement (PI) Plan Overview – Kevin Greenwood, Bridge Replacement Project Director, introduced Anne Pressentin with EnviroIssues who reported on the major tasks involved in developing a plan for public involvement in the EIS process. With 12% of the budget earmarked for the creation and implementation of a Public Involvement Plan, Pressentin discussed the critical tasks of engaging the public in the EIS process. Pressentin emphasized the need to generate meaningful input from the community by engaging a

strategy for informing the public. It is also necessary to facilitate EIS Advisory Group to provide practical and local knowledge to think tactically about how public involvement can assist the project in achieving its goal.

b. Bridge Replacement Project Update - Kevin Greenwood provided highlights of the tasks accomplished in the first month of the FEIS project. Greenwood noted that meetings are set with US Coast Guard and Army Corps of Engineers; and ODOT will be preparing their scope of work and cost estimate for review of the FEIS technical document. There are no current changes to the Risk Register since last meeting. Greenwood reviewed an updated draft project budget of the \$5-million Oregon Dept. of Transportation grant. There is a slight increase in contingency based upon reduction in Steve Siegel's contract and increase in legal counsel estimated costs.

c. 2018 Waterfront Annual Report – Daryl Stafford, Waterfront and Marina Manager, provided an annual report on the activities, usage, site improvements, and events along Port-owned areas of the Waterfront this past season. Stafford reported that this summer was extremely busy, and greater popularity has also increased demands on the Port's recreational sites, along with challenges of managing and maintaining those facilities. Port staff is constantly reassessing the condition of the Waterfront sites and planning for the new and growing demands placed on them. Stafford also invited Hood River Marine Deputy, Curtis Kowall, who reported that the Sheriff's Office Marine Division was able to increase the time on the water by 22% and 47% on shore. Stafford continued that there is 100% occupancy in the Marina, and the Cruise Ship Dock has had 74 total stops this year. Stafford noted that the Event Site is the epicenter for recreation and there were over 300 events on Port-owned properties during the season.

d. Hood River Outrigger Canoe Club Presentation – Daryl Stafford introduced Heidi Ribkoff, President of the Hood River Outrigger Canoe Club, who reviewed the history of the club and noted that currently it is the largest Outrigger Canoe Club in Pacific Northwest and Western Canada, hosting world class paddlers throughout the summer. Ribkoff reported that the Club had over 7,500 hours on the water during the season and is looking to discuss the possibility of expansion on the Nichols Basin beach in the future. Ribkoff fielded questions with regards to the access in Nichols Basin.

e. Commission/Staff Communication Plan – Michael McElwee reviewed the plan to increase and improve communication opportunities between Port staff and the Commission. McElwee reviewed semi-weekly, monthly, bi-monthly and quarterly instances for communication and review of key activities and relevant issues, and opportunities for discussion of all aspects of Port operations and current/planned projects. McElwee noted that Commissioners will be alerted to emergencies and incidents, as appropriate and necessary. Commissioners will also be notified of speaking opportunities, and staff will monitor regional and relevant industry events. McElwee requested Commission feedback and direction. General consensus was that the plan was sufficient as written.

f. Future Development Options – Anne Medenbach, Property and Development Manager, reviewed the ongoing assessment of four Port properties for potential future development. These sites were identified through a portfolio analysis conducted by staff and EcoNW in Spring of 2018. Medenbach discussed a potential development schedule for the Lower Mill site, and discussion occurred about any measure of controversy known for each option. Commission agreed to move forward to review financial capacity of the Port to carry out the next series of development projects with CFO Fred Kowell on the 11/16 meeting.

7. Director's Report: Michael McElwee reported that staff is preparing an application to the state's Port Planning and Marketing Fund program to fund a portion of the proposed Industrial Demand Analysis study to be conducted by EcoNorthwest. The request will be for grant funding in the amount of \$17,955, with a pledged match of \$5,985 for a total project cost of \$23,940. The Commission gave consensus approval for the application. McElwee reported that the PNWA annual meeting held in Vancouver, WA on October 12 was attended by Genevieve Scholl. Kevin Greenwood went to the OPPA annual meeting in Coos Bay. McElwee emphasized that it is important for each Commissioner to complete some element of training provided through SDAO this calendar year. McElwee continued that a contractor painted the centerline for the entire length of the bridge, except for the lift span, on

October 16. Thin metal plates were welded to the center of the lift span for better visibility of the centerline. John Mann will be attending the Heavy Movable Structures Biennial Symposium in Orlando on October 22. The damaged guard rail on the approach road at the north end of the bridge is being handled as an insurance claim. The Port’s bridge engineer, HDR, has conducted a thorough review of the recent fracture critical inspection carried out by ODOT. A report on their findings will be prepared soon and presented to the Commission.

8. COMMISSIONER, COMMITTEE REPORTS: None.

9. ACTION ITEMS:

a. Approve Use Agreement with Hood River Outrigger Canoe Club at Nichols Basin. The Hood River Outrigger Canoe Club occupies two locations on the waterfront. The first location is the area next to the seawall, north of the Gorge Paddle Center and the second location is on the south end of Frog Beach. This is a 2-year agreement defined by two 7-month terms.

- Motion:** Approve Use Agreement with Hood River Outrigger Canoe Club for canoe storage at two locations in the Nichols Basin, subject to legal counsel review.
 - Move:** Meriwether
 - Second:** Shortt
 - Discussion:** None
 - Vote:** Streich, Shortt, Meriwether **Absent:** Everitt, Sheppard
- MOTION CARRIED**

b. Approve Contract with Hage Electric for Bridge Skew System and Span Drive Motor Rehabilitation, Not to Exceed \$308,711.00. The Lift Span Skew System and Span Drive Motor Rehabilitation Project entails upgrading the skew system to provide greater control tolerance and replacing the lift span motors located on top of the towers for greater reliability.

- Motion:** Authorize public works contract with Hage Electric, Inc. for the Hood River Bridge Skew System Upgrade and Span Drive Motor Rehabilitation Project not to exceed \$308,711.00.
 - Move:** Shortt
 - Second:** Meriwether
 - Discussion:** None
 - Vote:** Streich, Shortt, Meriwether **Absent:** Everitt, Sheppard
- MOTION CARRIED**

c. Approve Contract with HRT Security for Security Services at Port Properties, Not to Exceed \$6,300. For many years, the Port has been challenged with providing reasonable security services on Port-owned waterfront properties. The contract with HRT Security Patrol Services will provide surveillance, monitoring and some enforcement services during overnight hours at six locations on the waterfront.

- Motion:** Authorize Personal Services Contract with HRT Security Patrol Services, not to exceed \$6,300.00
 - Move:** Shortt
 - Second:** Meriwether
 - Discussion:** None
 - Vote:** Streich, Shortt, Meriwether **Absent:** Everitt, Sheppard
- MOTION CARRIED**

d. Approve Contract with Stantec for Advisory Services Related to Bridge Replacement Traffic and Revenue Studies, Not to Exceed \$20,000. The proposed contract with Stantec would review and develop a Scope of Work for Traffic and Revenue studies including a tentative budget and schedule that aligns with the FEIS process, as well as recommend the appropriate traffic forecasting methodologies and costs, and other services as needed.

Motion: Authorize Contract with Stantec for traffic and revenue consultation associated with the bridge replacement project not to exceed \$20,000.

Move: Meriwether

Second: Shortt

Discussion: None

Vote: Streich, Shortt, Meriwether **Absent:** Everitt, Sheppard

MOTION CARRIED

10. COMMISSION CALL: None

11. EXECUTIVE SESSION: President Streich recessed Regular Session 7:48 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation.

12. POSSIBLE ACTION: None

13. ADJOURN:

Motion: Motion to adjourn the meeting.

Move: Shortt

Second: Meriwether

Discussion: None

Vote: Unanimous

MOTION CARRIED

The meeting was adjourned at 8:30 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo



Prepared by: Fred Kowell
Date: November 6, 2018
Re: IT Professional Services Contract

Lerner Computer Support has provided office and toll system information technology support to the Port for years. This amendment to the current contract provides budgetary authority to fund services provided that have exceeded the planned budget. IT support continues to grow as the Port activities increase and create new technology support needs. The latest invoices have exceeded the contract amount and have not been paid.

Normally, IT support from Lerner Computer support hovers around \$18,000 a year, but in the last two years with system installations, migrations, and the addition of some new desktop PCs, this amount has grown. The previous amount was meant to carry us through to the end of this calendar year but is a little short.

The following depicts prior work completed, annual ongoing costs, and specific areas where IT support will be needed:

- Prior services amount includes office IT assistance - \$880
- Ongoing Office 365 support - \$2,500
- Ongoing PC replacement - \$3,120
- On-site assistance to Lane Controllers and AVC systems - \$9,500
- Assistance with server, phone, printer, and backup systems - \$9,000
- Operating total through June 2018 - \$25,000

All of the above costs are budgeted for an updated additional contract amount of \$25,000, which includes \$880 of prior service invoices.

RECOMMENDATION: Approve Amendment No. 1 to professional services contract with Lerner Services, Inc. for IT support services not to exceed \$25,000.

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**Personal Services Contract
For Services Under \$50,000**

1. This Contract is entered into between the Port of Hood River ("Port") and **Lerner Services, Inc.** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$25,000**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract is an amended amount and shall be in effect from the date at which every party has signed this Contract through the date at which funds are exhausted. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

JACK LERNER COMPUTER SUPPORT

PORT OF HOOD RIVER

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

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

Personal Services Contract Exhibit A

I. SCOPE OF WORK:

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

This Personal Services Contract supersedes the contract last dated February 28, 2018.

II. DELIVERABLES AND TIMEFRAME:

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

III. CONSIDERATION:

Hourly rates under this Contract shall be \$ 95/hr.

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

IV. BILLING AND PAYMENT PROCEDURE:

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

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

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

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

**Personal Services Contract
Exhibit B**

INSURANCE

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

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

_____ Required and attached OR ___x___ Contractor is exempt

Certified by Contractor: _____
Signature/Title

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

_____ Required and attached Waived by Finance Manager ___X_____

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

_____ Required and attached Waived by Finance Manager ___X_____

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

___x___ Required and attached Waived by Finance Manager _____

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

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

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Commission Memo



Prepared by: Anne Medenbach
 Date: November 6, 2018
 Re: Change Order #2- Stadelman Waterline

Crestline Construction Company, LLC (Crestline) was the contractor for the Stadelman Waterline Extension project, completed in September of 2018. Most of the work was completed within the Right of Way (ROW) of Stadelman drive. Crestline called for locates using the 811 call line, as required. They still hit several unmarked lines of various types. These incidents caused both additional equipment and labor hours and increased project cost.

Crestline issued the attached Change Order proposal with the breakdown of costs listed below. Staff contacted each utility to dispute the costs and request payment.

Utility Name	Issue	Cost
Century Link	Abandoned unmarked line	\$1,299
East Fork Irrigation	Unmarked irrigation line	\$776
Hood River County	Unmarked storm line	\$1,081.50
Hood River County	Unmarked storm line	\$9,471
Stadelman Water service	New line in exchange for easement	\$1,130
Total		\$13,757.50

The EFID and Century link lines were both abandoned and neither of these companies have been willing to pay and compelling them to do so would likely require further legal costs. Staff feels that the most inexpensive action would be to pay these and move on.

The Stadelman water line service was an anticipated cost that the Port incurred in exchange for a necessary easement.

Hood River County is disputing the need to pay as this is a risk of working in the ROW. All utilities are required to mark their lines especially in the ROW so that these risks are reduced, and typically unmarked utilities pay the cost of the repair. The line that was hit did not need repair as minimal damage was done. The cost was in getting around it. The solution used was the only solution and the cost would have been included in the bid instead of a Change Order if it would have been marked. Either way, this cost would have been mostly a Port cost. Staff recommends paying this. The project still comes in under budget and on schedule and will be closed once this Change Order is approved.

RECOMMENDATION. Approve Change Order No. 2 with Crestline Construction Company LLC for the Stadelman Waterline Extension Project in the amount of \$13,757.50.

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CHANGE ORDER PROPOSAL

3600 Crates Way, Suite 100
The Dalles, Oregon 97058

PROJECT: Stadelman Waterline DATE: 8/30/2018

TO: Anne Medenbach
Port of Hood River

FROM: Nick Jacob, Project Manager
Crestline Construction
3600 Crates Way Suite 100
The Dalles, Oregon 97058

Change Order Proposal No. **02**

Crestline Construction submits the following Change Order Proposal for the change in scope of the contract work as described:

The scope of this change order is to cover the impacts of unmarked utility conflicts. Attached is a daily breakdown of the costs. I have included the foreman's daily reporting for context.

Total = \$13,757.00

Cost of the Work:

Bid Description	Quantity	Units	U.P.	Total
Unmarked Utility Conflicts	1	LS	\$13,757.50	\$13,757.50
Total PCO # 01				\$13,757.50

Schedule Extension:

Working Days to be added to the contract time: 0 Day

Signed: _____
Title: Project Manager, Crestline Construction

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Commission Memo



Prepared by: Michael McElwee
Date: November 6, 2018
Re: Mt. Hood Meadows Parking Agreements

For the last two years, the Port has entered into temporary use agreements with Mt. Hood Meadows to allow winter parking at two waterfront locations. These are:

Event Site: This parking permit is valid for weekends and holidays over the winter and into mid-Spring. Skiers may park private vehicles in the Event Site parking lot and board busses for free transport to Mt. Hood Meadows Ski Area. There are multiple round trips back and forth during each day of operations.

Portway Avenue: The south side of this Port-owned street in front of the Event Site is made available for overnight parking of Mt. Hood Meadows employee busses. This agreement is valid all days through mid-April depending on snow conditions and the length of the ski season.

As in prior years, these agreements provide support to a major employer in Hood River County and facilitate an alternative means of transport to the mountain; reducing both vehicle congestion and carbon emissions. Staff believes these agreements are worth continuing.

RECOMMENDATION:

Authorize Parking Permit with Mt. Hood Meadows Oreg., LLC. for parking use at the Event Site on weekends and holidays during the 18/19 ski season.

Authorize Parking Permit with Mt. Hood Meadows Oreg., LLC. for employee bus parking on East Portway Ave. during the 18/19 ski season.

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PORT OF HOOD RIVER

PARKING PERMIT

The PORT OF HOOD RIVER (hereafter "Port") hereby authorizes Mt Hood Meadows Oreg., LLC (hereafter "Permittee") to park overnight up to three busses that are used for employee transportation, subject to applicable statutes, ordinances and rules, on Portway Avenue between North 1st and North 2nd Streets. Parallel parking adjacent to the curb is permissible in that location.

The Port reserves the right, in its sole discretion, at any time during the term of this permit to require Permittee to cease operations for a specified period, to change Permittee's location of operation.

This permit shall be valid from **November 9, 2018 through April 15, 2019** for a total fee of **\$600**. Such fee shall be paid in its entirety by January 15, 2019.

Permittee shall not display any advertising signs without the Port's prior consent. Permittee agrees to be responsible for removal of any debris directly related to this event from Permittee's parking area.

Permittee is providing parking on property owned by the Port. Permittee agrees that it will not use any of the adjacent property area without the express consent of the Port. This Parking Permit is subject to any conditions that may be imposed by the City of Hood River. Failure to comply with those conditions may lead to the revocation of this permit.

Permittee agrees to pay for and maintain a comprehensive business liability insurance policy with a company or companies satisfactory to the Port with insurance limits of a minimum of **\$1,000,000**, and to name the Port as additional insured.

Permittee agrees to hold the Port, Port Commissioners, officers, employees or agents harmless from and to indemnify the Port against all losses, including expenses and attorneys' fees incurred by the Port before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with Permittee's negligence associated with this Parking Permit or while operating under the terms of this Parking Permit, to the extent any such loss if not otherwise covered by Permittee's insurance.

Permittee shall be responsible to obtain any required local licenses and permits as a condition of granting this concession, including a City of Hood River Event License (if applicable). Permittee shall be responsible for any real or personal property taxes assessed against its equipment or structures located on Port property.

The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the permit, as set forth herein.

In addition, the Port may revoke the permit, in its complete discretion, after giving Permittee at least seven (7) days prior notice of its intent to do so.

THE ABOVE CONDITIONS ARE AGREED TO.

DATED: _____, 2018

PERMITTEE: _____
Jeremy Evans, Director of Fleet Operations
Mt. Hood Meadows Oreg., LLC
14040 Hwy 35
PO Box 470
Mt Hood OR 97041
503.337.2222 x 1210
Jeremy.evans@skihood.com

PORT: _____
Michael S. McElwee, Executive Director
PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River OR 97031
(541) 386-1645
porthr@gorge.net

PORT OF HOOD RIVER

PARKING PERMIT

The PORT OF HOOD RIVER (hereafter “Port”) hereby authorizes Mt Hood Meadows Oreg., LLC (hereafter “Permittee”) to utilize the Event Site parking lot for a park and ride shuttle system during select business days (referenced below), subject to applicable statutes, ordinances and rules, at the Port’s waterfront Event Site. Parking will be allowed in the Event Site paved parking lot only.

The Port reserves the right, in the Port’s sole discretion, at any time during the term of this permit to require Permittee to cease operations for a specified period, to change Permittee’s permitted hours of operation, to change Permittee’s location of operation, to require removal or concealment of signs or other advertising used by Permittee, and reserves the right to restrict or prohibit the sale of any product by Permittee. The Port will, with best intentions, provide two weeks’ notice prior to any change of use to this authorization.

The Event Site parking lot permit will be valid for the following days:

- **Dec 22, 2018 – Jan 1, 2019 (except December 25, 2019)**
- **Saturday and Sundays in January plus January 21, 2019 (MLK Day)**
- **Saturday and Sundays in February plus February 18, 2019 (Presidents Day)**
- **March 2, 3, 9 and 10, 2019**

Total days = 31

The fee for this use will be **\$500** which shall be paid no later than January 15, 2019.

Permittee will be allowed to post temporary-low impact (sandwich board) signage designating the lot as a park and ride during the event days indicated above. Permittee shall not display any other advertising signs without the Port’s prior consent. Permittee agrees to be responsible for removal of any debris directly related to this event from Permittee’s parking area.

Permittee is providing parking on property owned by the Port. Permittee agrees that it will not use any of the adjacent property area) without the express consent of the Port. Any conditions imposed by the City of Hood River are applicable to this commercial concession permit. Failure to comply with those conditions will lead to the revocation of this Parking Permit.

The Port makes no representations that vehicular ingress or egress routes, or parking spaces will be accessible to Permittee’s customers on permit days due to snow or ice conditions. Port will not be responsible for plowing or sanding of any part of the Event Site. Permittee acknowledges that the existing restroom facility will be closed during the Parking Permit period; however, the Port will maintain a temporary restroom. Permittee also acknowledges that the Port may install pay parking kiosks during the Parking Permit period which would require Event Site users to pay an hourly or daily fee for parking.

Permittee agrees to pay for and maintain a comprehensive business liability insurance policy with a company or companies satisfactory to the Port with **insurance limits of a minimum of \$1,000,000**, and to name the Port as additional insured.

Port of Hood River 2018/19 Guest Park & Ride Permit
Mt Hood Meadows Oreg., LLC

In addition, Permittee agrees to hold the Port, the Port’s Commissioners, officers, employees or agents harmless from and to indemnify the Port against all losses, including expenses and attorneys’ fees incurred by the Port before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with Permittee’s negligence while operating the event or in conjunction with operation of the event, or in any way connected with Permittee’s event, or while operating under the terms of this event, to the extent any such loss if not otherwise covered by Permittee’s insurance.

Permittee shall be responsible to obtain any required local licenses and permits as a condition of granting this concession, including a City of Hood River Event License (if applicable). Permittee shall be responsible for any real or personal property taxes assessed against its equipment or structures located on Port property.

The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the permit, as set forth herein.

In addition, the Port may revoke the permit, in its complete discretion, after giving Permittee at least fourteen (14) days prior notice of its intent to do so.

THE ABOVE CONDITIONS ARE AGREED TO.

DATED: _____, 2018.

PERMITTEE: _____
Jeremy Evans, Director of Fleet Operations
Mt. Hood Meadows Oreg., LLC
14040 Hwy 35
PO Box 470
Mt Hood OR 97041
503.337.2222 x 1408
Eremy.evans@skihood.com

PORT: _____
Michael S. McElwee, Executive Director
PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River OR 97031
(541) 386-1645
porthr@gorge.net

Commission Memo



Prepared by: Michael McElwee
Date: November 6, 2018
Re: Surround Architecture Contract Amendment

Surround Architecture, Inc. was retained by the Port in January 2018 to assist with land use review approvals and prepare architectural plans for a light watercraft storage facility near the seawall on the west side of the Nichols Basin.

The process for City approvals has taken much longer than expected and additional work has been required to meet additional City requirements. Attached contract Amendment No. 1 would provide \$3,000 in additional fee and extend the contract date to June 30, 2019 to accommodate the longer implementation schedule.

This project is on the Executive Director's 2018/19 work plan. It is intended to meet a demand for light watercraft storage proximate to the waterfront and, over time, to be a small, revenue-positive facility for the Port.

RECOMMENDATION: Authorize Amendment No. 1 to Personal Services Contract with Surround Architecture, Inc. not to exceed \$3,000.

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

This Amendment No. 1 to the Personal Services Contract ("Contract") is entered into this **6th day of November 2018** by and between Surround Architecture, Inc. ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated January 25, 2018 for architectural services associated with design, permitting and construction drawings assisted with a Light Watercraft Storage Facility adjacent to the Nichols Boat Basin ("Project") for an amount not to exceed \$7,000 plus reasonable reimbursable expenses; and

WHEREAS, the time period for City land use approvals has extended well beyond the timeframe assumed in the original contract; and

WHEREAS, the Port anticipates that additional, architectural services, not to exceed \$3,000 may be required in the future when specifically requested by Port staff; and

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

NOW THEREFORE, Port and Contractor agree to increase the contract amount by **\$3,000** for a total contract amount not to exceed \$10,000 and extend the timeframe for completion of work until June 30, 2019.

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

Surround Architecture, Inc.

Port of Hood River

Mark VanderZanden, A.I.A.
Principal

Michael S. McElwee
Executive Director

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Commission Memo



Prepared by: Michael McElwee
Date: November 6, 2018
Re: Commission/Staff Communications Plan

The attached Port Staff/Commission Communications plan is comprised of a final list of communication steps and protocols meant to improve and increase communication opportunities between Port staff and the Commission. This was prepared by the Executive Director with input from key staff and reviewed by the Commission during the October 16 meeting.

RECOMMENDATION: Approve Staff/Commission Communications Plan.

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**PORT OF HOOD RIVER
STAFF/COMMISSIONER
COMMUNICATIONS PLAN
November 6, 2018**

TASK Timing

STAFF TO COMMISSIONERS

1. **Bi-monthly Executive Directors Report:** Semi-Weekly
Written or verbal report highlighting key activities and relevant issues

2. **Executive Director Work Plan Quarterly Update:** Three Months
Verbal report presented during a Commission meeting that describes the status of projects on the approved Work Plan

3. **Executive Director Annotated Work Plan:** Six Months
Annotated status report of all projects listed in the approved work plan.

4. **Executive Director Lunch with Board President:** Monthly
Lunch meeting to discuss all aspects of Port operations and current/planned projects. Legal counsel or other Port staff may sometimes attend if needed.

5. **Commission Meeting Draft Agenda Review:** Semi-Weekly
Executive Director forwards draft agenda to Commission President Tuesday of each week prior to Commission meeting for comment & approval. ED and Port President discuss agenda immediately prior to each meeting.

6. **Commissioner Lunches:** Quarterly
Executive Director meets for lunch with each individual Commissioner to discuss to discuss any projects, issues, or other matters.

GENERAL

1. **Email/Text Port Emergencies, Incidents, etc.:** As Needed
As appropriate and necessary, the Executive Director or other Port staff will alert the Commission via email or text to any item that may require significant public interest. This is to ensure Commissioners are aware of such incidents and ready to respond appropriately if contacted directly by members of the media or citizens.

2. **Identify Speaking Opportunities for Commissioners:** As Needed
To raise the public profile of the Port Commission, staff will monitor regional and relevant industry and policy-based events and group activities for potential speaking opportunities for both Port staff and members of the Commission. In addition, interview opportunities with local and regional broadcast and print media will be relayed and arranged.

3. **Newsletter and Annual Report:**

Quarterly

The Commission President provides a “Message from the President” letter in each annual report. The focus of the letter can be as broad or detailed as the President prefers but should reflect the President’s approach to leadership of the Port for the coming year.

COMMUNICATIONS FROM COMMISSIONERS

1. **Active Participation in Assigned Committees:**

Commissioners will actively participate in the meetings and activities of the Port Committees to which they have been assigned and provide oral reports of the activities during the following Commission meetings. Committee responsibilities may also include individual meetings with staff and/or committee members and attendance at special events. Commissioners will provide leadership while also acting as a conduit for public input on committee activities and projects.

2. **Ear of the Port:**

Commissioners serve as the eyes and ears of the Port and should make themselves available to hear from their constituency and relay any input received to Port staff. Feedback from the public on Port projects and business operations is an essential function of the Commissioner role.

3. **Heads Up:**

Each Commission meeting begins with an up to 30-minute period allowed for public comment. These can sometimes be contentious and when they are, usually individual Commissioners have already been contacted by members of the public about the issue. The best response or resolution is often provided when staff has time to investigate the issue and prepare information ahead of time. Commissioners receiving public comment of a contentious issue should alert staff to the issue and provide guidance on how best to address it.

4. **Op-ed Opportunities:** *Local and regional newspapers often welcome Opinion/Editorials from elected on any topic of significant public interest. This provides our Commissioners will an opportunity to go on record about their position on any issue, convey Port planning or policy issues in detail with the reasoning behind any Commission decision, and simply raise awareness of the Port’s benefit to the community.*

5. **Mid-Columbia Today Show Radio Program:** *Once a month, the KHR radio station welcomes Port staff or Commissioners to be interviewed live, on-air about any topic related to Port business. This is usually a 10-20 minute interview and any Commissioner is welcome to participate at any time.*

Commission Memo



Prepared by: Michael McElwee
Date: November 6, 2018
Re: Bridge Fracture Critical Inspection – HDR
Review Memo

The semi-annual Fracture Critical Inspection of the Hood River/White Salmon Interstate Bridge was carried out by David Evans & Associates, Inc. (“DEA”) July 8-16, 2018. This inspection occurs under direct contract with ODOT, funded by the Federal Highway Administration. A draft report was forwarded to ODOT on July 21, 2018 and subsequently to the Port for review and comment.

The Port’s bridge engineer, Mark Libby of HDR Engineering, Inc. (“HDR”) is contracted to thoroughly review the report and provide comments to ODOT on the Port’s behalf. DEA considers any such comments and prepares a final inspection report.

The attached memorandum provides a detailed list of HDR’s comments and describes additional testing of specific rocker bearings, an issue that was highlighted in the draft report. Mark Libby will attend the meeting and review his findings with the Commission.

RECOMMENDATION: Information.

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Memo

Date: Wednesday, October 17, 2018

Project: POHR TO1 & TO8

To: Michael McElwee, Executive Director
John Mann, Facilities Manager

From: Mark Libby, Sr. Bridge Engineer

Subject: **2018 Inspection Report Summary for Maintenance and Repairs**

Introduction

HDR Engineering has reviewed the draft *2018 Routine, Fracture Critical, and Fatigue Prone Inspection Report*, compared it against the 2015 inspection report, and compiled a summary of findings and recommendations for repair and maintenance activities. The high level summary below is followed by a bridge exhibit showing the locations of notable items and a condensed list of inspection findings pulled from the reports. In the condensed list of inspection findings, the notable items are highlighted in **red text** and added comments are highlighted in *italics blue* text to distinguish our comments from those of the inspection report. The year of observation is noted in the list of findings. If the comment comes from the Fracture Critical Report, the earliest year noted is indicated, otherwise the comments are compared between the 2018 and 2015 Routine Inspection Reports. For the latter, the comments can be older but we did not request earlier reports to compare against.

The exhibit serves as a visual map for the approximate locations of the notable items with a key number matching the tables in the list. To reduce clutter, multiple items of the same type and in the same location, are not repeated on the exhibit. Refer to the list for more specific details.

Joints [1]

Joints at Bents 1 and 3 are leaking and Bent 3 joint is banging. Bent 3 is the interface of the Oregon concrete approach spans and the grid deck of Span 1; therefore, it is anticipated that "leaking" occurs at that bent. The banging can be attributed to unsupported stringers or substringers; however, this does not appear in the notes.

Bent 20 is the interface between the Span 19 grid deck and the Washington concrete approach spans and is shown in Figure 1. There is a notable vertical misalignment of 1½ inches and a 7-inch section of the steel armor angle that is missing.

All of these comments go back to the 2015 inspection report. Assessing the bridge deck overlays and joints are covered under our



Figure 1. Joint at Pier 20

Task Order 8 for the 2018 to 2019 fiscal year and will be addressed further under a separate report.

Guardrail [2]

There are several comments regarding the Span 11 (lift span) guardrail post damage and cracked welds where the posts are connected to stringers. The damaged posts were observed in our recent field review to confirm which posts are identified for replacement. There are additional comments under the Missing Bolts section below and general comments in the routine inspection report regarding damage to the guardrail system throughout the bridge.

The posts and guardrail sections identified in the field review are incorporated into the Miscellaneous Repairs package that combines the recent guardrail damage with the portal frame repairs. Because this project is postponed until Spring 2019, some or all of this work can be incorporated into this package or bundled with other repairs.

Rocker Bearings [3]

The 2018 inspection report highlighted the previous findings of distortion in the gusset plates that bear on the rocker bearing pins, some of which are also bearing on the web of the rocker as shown in Figure 2. This latter condition can be transferring load from plate edge to plate edge, a manner that it is not designed for, and is also preventing the free rotation of the truss about the pins. There are numerous comments regarding the position of the bearings relative to the slots of “dog bone” link plates on either side of the rocker bearings. We are much less concerned with the link plate positions than the proper load path and ability to rotate freely on the pins.



Figure 2. Rocker bearing at Pier 20

The deformations at several of these locations prompted an ultrasonic testing (UT) of the pins at Piers 17 to 20 to ascertain if the plates were cutting into the pins. As previously submitted and shown in Figure 3, the results of the UT testing revealed shallow (approximately 0.10 inches) wear notches at two of the eight bearings tested: Span 18 at Pier 18 upstream bearing at the exterior gusset plate and Span 19 at Pier 19 upstream bearing at both the interior and exterior gusset plates. The gusset plates measured

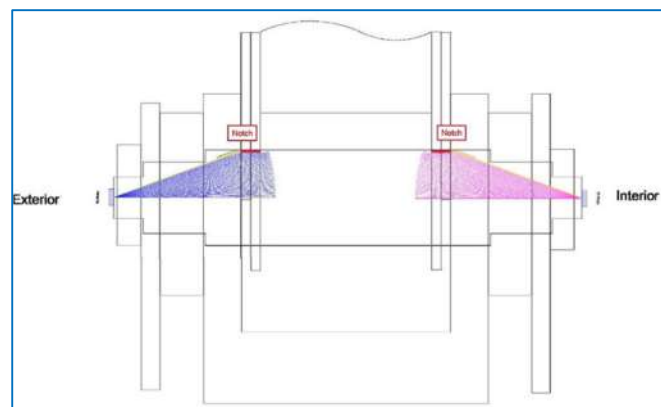


Figure 3. UT scan image

3/8 of an inch thick. There are two plates on each side, one with a complete hole that the pin goes through and an outer plate with a half-round hole. The UT results show that the wear notches are approximately 0.4 inches long, in the direction of the pin. This indicates that the notches are worn by only one of the plates. Also, the deformations of the interior gusset plates suggest a slight misalignment of the plates, probably at the time of construction. The UT Inspection report is attached to the end of this memo.



Figure 4. Typical fixed and expansion bearings

The typical truss span is 206 feet and 3 inches from pin-to-pin, has a fixed bearing at one end, and expansion bearing at the other end; see Figure 4. The typical rocker height is 12 inches. For a 50-degree temperature change the expansion/contraction should be approximately 0.80 inches and correlates to a 3.8-degree rotation of the rocker. For a 60-degree temperature change it is 0.97 inches and 4.8 degrees. Several of the bearings are rotated this amount for what should be a 20-degree temperature change from neutral (neutral being low to mid-50's). This suggests that the gusset plates may be preventing the rockers from returning to their neutral position and that the bearings may be sliding instead of rocking. The link plates appear to be for uplift resistance as they are attached to the fixed base below the rocker. The long slot, much longer than needed for the movement ranges, presumably is to minimize chances of binding.

The gusset plate contact condition is not new as photos received from The Dalles Bridge Maintenance crew from 2008 show similar conditions at some rocker bearings. There are also photos that suggest that some of these gusset plates were previously torch cut to notch around the rocker bearing web plates; see Figure 5. During the observation, some tab plates welded between the pin and the rocker web plate were noticed (shown in Figure 2). The depth of the wear notches in the pins is not a significant concern, given the age of the structure, and the plate deformations may have reached a state of equilibrium. However, the contact of the interior truss gusset plates with the web plates of the rocker bearings disrupts the proper functioning of the bearings by not allowing the rotation to occur freely about the pin and may also be affecting the rocker movement for expansion and contraction.



Figure 5. Photo from 2008

Given that this condition has been present for a while yet does not appear to be causing significant issues, the recommended first step remedy is to torch cut the gusset plates to clear the rocker web plate. This portion of the gusset plate is intended to carry no stress, however

they could be under some load due to the contact with the rocker web. Load should be small and will be relieved as the cut progresses. A shield plate should be placed between the gusset plate and the cast rocker to prevent overheating or cutting into the cast rocker plates. This relatively low level remedy will allow the bearings to be evaluated over time to see if proper function is restored. Some of these bearings may also need to be reset to fully restore their proper function. Resetting entails jacking the bridge at the bearing location enough to allow rotating the rocker to its intended position.

Stringers and Floorbeams [4]

Several stringers are identified as having loose or missing bolts at floorbeam connections. The one shown in Photo A3 of the inspection report (Figure 6) appears to be floating approximately 3/4 of an inch above the floorbeam as the shim plate is also missing. Loose stringers will cause banging noises on the bridge but may not otherwise be too detrimental if the deflections are small. Unsupported beams, as referenced above, will cause excessive stress and fatigue cycles in the substringers and floor system leading to fatigue and stress cracks and degradation of connected members. Therefore, loose stringers should be addressed when identified.

There are several substringer to stringer welds that have cracked full length; see Figure 7. The substringers support the grid deck in the lift span (Span 11) and span across the stringers. These connections would be best repaired with a bolted connection, provided there is adequate room to drill the holes.



Figure 6. Floating stringer



Figure 7. Substringer cracked weld

Floorbeam Knee Brace Cracks [5]

There are nine locations listed in the routine inspection report where cracks exist in the angle brackets connecting the bracing plates between the truss chord and the floorbeams; see Figure 8. The same list was provided in the 2015 inspection report, though two of the cracks have grown since then. These cracks are similar to the one repaired last year at Floorbeam 10 in Span 15. That floorbeam had a crack in the web of the floorbeam in addition to the crack in the angle bracket. That is probably why only that floorbeam was addressed and not others. These crack reports likely originated prior to 2015, but we do not have those reports to check.



Figure 8. Floorbeam knee brace crack

Left unattended, these cracks can be expected to grow over time and as the connections weaken, damage may propagate to other members, such as the floorbeam web crack noted above. While not an urgent matter, these angle brackets should be replaced with new angles as part of a painting project or project with other similar repairs.

Missing Bolts [6]

A variety of missing bolts are listed for guardrail sections and posts. Specific details about the missing bolt locations are not provided and need to be field verified. Based on the field verification, bolts should be replaced by maintenance staff or assigned to a repair project.

Debris Accumulation [7]

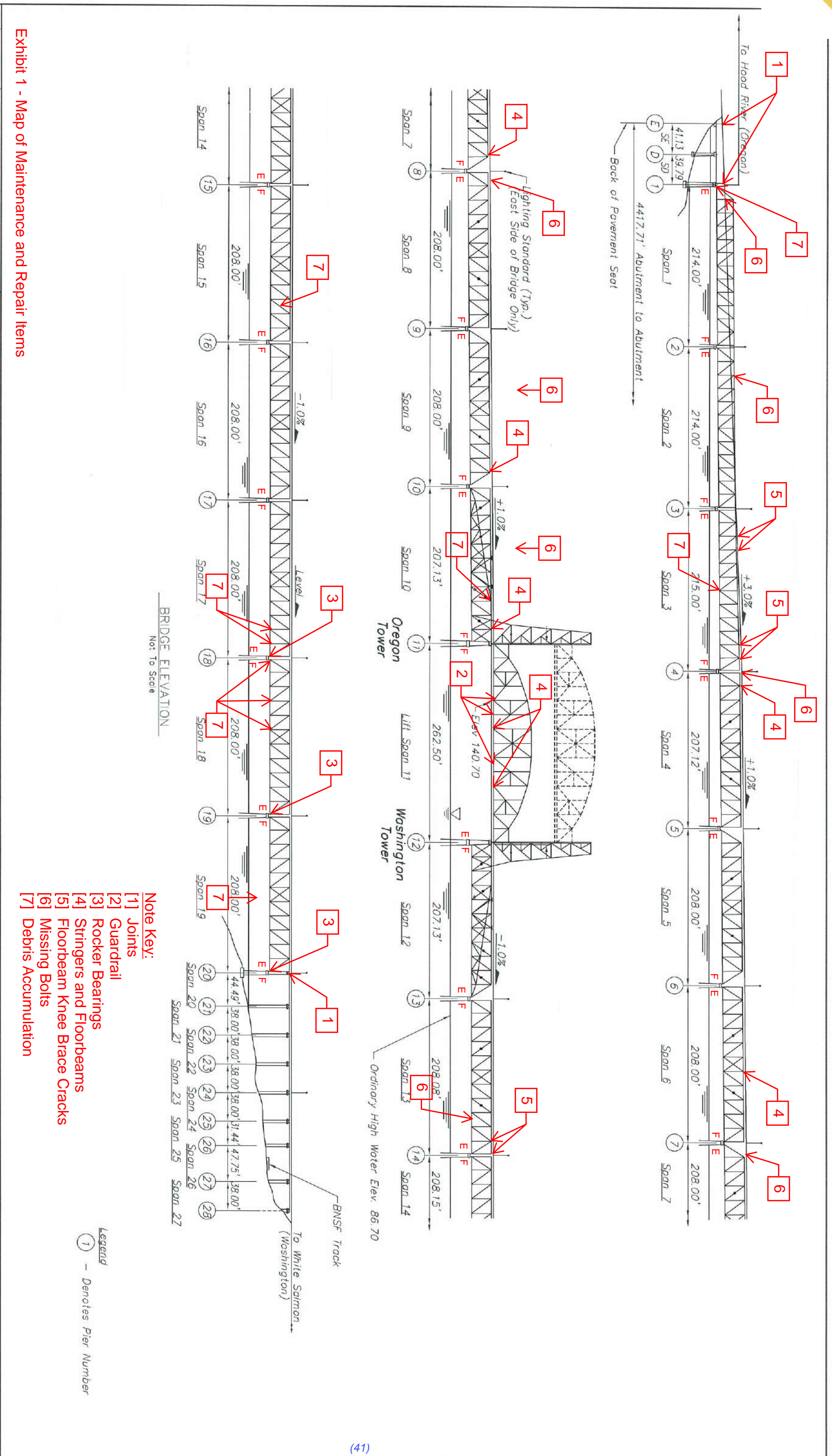
There is a list of locations where debris is collecting (see Figure 9) and some have been this way for multiple inspection cycles. Soil and debris piles trap and maintain moisture and prevent natural drying cycles. These lead to accelerated corrosion and should be avoided.

“Bridge washing” was revised to “bridge cleaning” in the long term maintenance plan with this scenario in mind. Most of the Hood River Bridge benefits from natural self-cleaning due to the amount of wind present and the winter rains. However, there are clearly pockets where debris is building up and should be removed. This could be done by maintenance staff or assigned to a repair project.



Figure 9. Debris accumulation

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BRIDGE ELEVATION
Not To Scale

- Note Key:**
- [1] Joints
 - [2] Guardrail
 - [3] Rocker Bearings
 - [4] Stringers and Floorbeams
 - [5] Floorbeam Knee Brace Cracks
 - [6] Missing Bolts
 - [7] Debris Accumulation

Legend
① - Denotes Pier Number

Exhibit 1 - Map of Maintenance and Repair Items

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Project: POHR TO1 Computed: KFS Date: 9/26/2018
 Subject: 2018 Inspection Report Findings Checked: MAL Date: 10/9/2018
 Task: Page: of:
 Job #: 0..010024908 No:

Inspection Report Findings For Potential Repairs/Maintenance

Joints [1]

Year of Observation	Location	Description
2015	Pier 20	1-1/2" vertical misalignment exists at the joint over Pier 20 between the open grid deck and the steel header. A 7" section of the armored header is broken in the SB lane at Pier 20. (Photo E4 in report)
2015	Bent 1	Bent 1 joint is leaking. 2018 report adds "strip seal has lost adhesion causing leakage.
2015	Bent 3	Bent 3 banging noise (leaking)

Guardrail [2]

Year of Observation	Span	Truss	Member	Type	Description
2018	11	US	L6L7	LC	3" long transverse crack in weld (full length) located on Stringer E top flange between the substringer and guardrail post connection just south of Floorbeam 7. (Photo A4 in report)
2013	11	DS	L4L5	LC	Rail post between L4 & L5 has minor collision damage. Rail post at L5 has severe collision damage. The weld from the substringer to the stringer at this location is cracked. Substringer now lifts up off of stringer 1 when heavy loads go over. (Photo A5 in report)
2013	11	DS	L9L10	LC	Weld from rail post connection plate to top leg of stringer 1 is cracked full-length.
2009	11	DS	M5L5	Vertical	Collision damage to railing post @ PPS.

Rocker Bearings [3]

Year of Observation	Span	Truss	Member	Type	Description
2018	1	US	L0L1	LC	Bearing is rocked 2deg south. No change to slight corrosion at pin or pin plate slid 2" north. Painted over pitting on east face of rocker bearing below the pin is 6" high by 3" wide. Debris buildup under rocker bearing. Temperature was 66deg when measured
2018	1	DS	L0L1	LC	Very slight surface corrosion on pin around full circumference adjacent to both inboard gusset plates. The bearing is rocked 0deg (66deg temp at time of measurement. The slide pin is slid 1/2" to the north.
2018	2	DS	L0L1	LC	Pier 2, Span 2 bearing is at 3 deg in the expansion direction and 2.75" gap (inboard) 4" (outboard) at 71 deg F between south end of slot and center of bolt.
2018	3	US	L0L1	LC	L0 rocker rotated 4 deg to the south. Sliding pin has moved 3" to the north at 71deg F.
2015/2018	3	DS	L0L1	LC	2015-The bottom edge of the L0 outboard pin plate is contacting the top edge of the rocker and may be restricting rotation (rocker expanded 1 degrees to the south). Due to fretting corrosion between the bearing pin and outboard pin plate the hole in the pin plate is oversized from loss of section. As a result the pin plates have dropped slightly causing distortion (up to 1/4" in the outboard pin plate (measuring 6-3/4" between plates at the bottom and 7" between plates at the top). The bolt is also up against the north edge of the slot with no additional room for movement. 2018- Distortion measured 6 7/8" at the top and 6 1/4" at the bottom. Hanger pin is still against the north end of the slot. Outboard pin plate still in contact with rocker.
2015	14	US	L10L11	LC	Bearing at L11 is expanded about 3 deg but all the way back in bolt slots at 66 deg F.
2015	14	DS	L10L11	LC	Rocker bearing at Pier 15 expands 3 degrees at 70F, dogbone fully expanded in slot.
2018	15	US	L10L11	LC	Bearing expanded 4 deg, 91 deg F at time of measurement.



Project: POHR TO1
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2018	15	DS	L10L11	LC	Rocker bearing is tipped in the expansion position 3 deg however outboard hanger is vertical but lower bolt is at 4.5" from the front of slot to center of bolt. Wearing of the pin with corrosion at truss interface. 91 deg F at time of measurement.
2018	16	DS	L10L11	LC	Rocker bearing expanded 5 deg at P17 at 73 deg F, outboard dogbone hanger is 3-1/4" from north end of slot. Inboard
2018	17	US	L10L11	LC	Bearing is 2 deg in expansion direction at 73 deg F.
2015	17	DS	L10L11	LC	Pier 18, rocker bearing 4 degrees exp at 75 deg F. Pin plates have dropped up to 3/8" due to fretting corrosion at interface with pin. As a result the bottom of the pin plates are in contact with top of the rocker restricting proper movement.
2015	18	US	L10L11	LC	Bearing at L11 is expanded about 4 deg (70 deg F). Bridge truss is not bearing on pin. Dog bone is bent. 2018 - no change. (Photo E6 in report; gusset plate is bearing on rocker web plate; skeptical of the "not bearing on pin")
2018	18	DS	L10L11	LC	Still at 3 deg expansion at 84 deg F. Lower gap between pin plate and pin is 1/2" at upstream side.
2018	19	US	L10L11	LC	Temp 83 deg F. Dog bone is 1" past center of slotted hole in expansion direction. Bearing and gussets covered in debris.
2015	19	DS	L10L11	LC	Debris up to 6" deep at L11 , rocker bearing near vertical, stiff leg repair welded to rocker, pin plates in contact with rocker. Pin plates have local bearing failure and fretting corrosion where the plate contacts the pin. 1/16" wide crack emanating from SW anchor bolt full height of pedestal.

Other Bearings

Year of Observation	Span	Truss	Member	Type	Description
2018	4	US	L0L1	LC	Bottom lateral brace near L0 has flame cut in bottom angle. Rocker bearing at L0 is rotated 3deg
2018	5	DS	L0L1	LC	1/2" in the expansion direction, 69 deg at time of measurement.
2015	6	US	L0L1	LC	Nested rocker bearing is rocked 15 degrees to the south (expansion) at 70 degrees F. Lintel is rotated to maximum position.
2018	6	DS	L0L1	LC	Nested roller bearing expanded 3/4" at 77 deg F.
2018	8	US	L0L1	LC	Bearing in expanded position at 80 deg F. Plate at edge of lintel.
2018	8	DS	L0L1	LC	Nested roller bearing is expanded approx 1/4" at 80 deg F.
2018	9	DS	L0L1	LC	Minor surface corrosion initiating. Bearing 3/4" in the expansion direction 66 deg F at time of measurement.
2013	10	US	L0L1	LC	The nested roller bearing at L0 is rolled 1/4" to the north on the upstream east side and rolled 1/16" to the south on downstream west side. 2015 - Nested rocker contracted 4 degrees at 65 F.
2018	10	DS	L0L1	LC	Bearing is expanded 3/8" at 73 deg F.
2018	11	DS	L0L1	LC	At L0 fretting corrosion is evident at the pin, also the interior vertical pin plates are bent 5/8" inward below the pin. Bearing pin at L0 is floating over the pin plate. Pin is loose and upstream nut is loose. Bouncing under live load. 1/2 in gap between pin plate on lift span and pin plate on bearing. Stringer 2 next to bent 11 lateral brace wearing in to bottom flange. About 1/8" wear. Brace bounces under live load and wears on bottom flange.
2015	12	US	L10L11	LC	The nested rocker bearing is rotated 3 degrees in expansion (north) direction at 84 degrees F.
2015	12	DS	L10L11	LC	Nested rocker bearing is rotated 2 degrees in expansion (north) direction at 84 degrees F.
2015	13	US	L10L11	LC	Bearing at L11 is contracted about 6 degrees (66 deg F). No change 2018.
2018	13	DS	L10L11	LC	Bearing contracted 4.5 deg at 74 deg F.



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Stringers and Floorbeams [4]

Year of Observation	Span	Truss	Member	Type	Description
2015	5	DS	U1L2	Diagonal	Stringer 4 does not bear on FB1 - there is a 1/4" gap.
2015	6	DS	L5U6	Diagonal	Stringer 1 at Floorbeam 6 connection on south face of floorbeam. Cracked shim between single inboard connecting bolt. Once the crack propagates full width of shim, the stringer will become loose and bounce under live load. 2018 - No change to cracked shim. (Photo E2 in report)
2015	7	DS	L9U10	Diagonal	Floorbeam 10 Stringer 2 is no longer secured to the top flange of the floorbeam. The anchor bolts have sheared and are missing along with the bearing plate. Stringer 2 is also rotated to the east due to being anchored to the railing post kicker leg during impact.
2018	9	US	L9U10	Diagonal	Floorbeam 10 at Stringer 4 is missing the bearing plate. Stringer 3 anchor bolts are sheared, one is missing, and the other is hanging and will eventually fall out. 2018 update - Bearing plate isn't missing but the stringer is not bearing on the plate and there are no bolts holding the stringer end in place. (Photo A3 in report; looks like plate is gone)
2013	10	DS	L9U10	Diagonal	Stringer 1 at floorbeam 11 has a 7" long crack at the weld for the stiffened coped seat, with another 1 3/4" crack forking off of it. No change to crack in 2015, 2018. (Photo E3 in report)
2013	11	DS	L5L6	LC	Weld from substringer to stringer 1 at L6 is cracked full-length.
2013	11	DS	L11L12	LC	Substringer to stringer 1 weld cracked full length at PPL10.

Floorbeam Knee Brace Cracks [5]

Year of Observation	Span	Truss	Member	Type	Comments
2015	S3	US	FB2	Crack	3/4"
2015	S3	US	FB2	Crack	1 3/8"
2015	S3	DS	FB2	Crack	1 3/8" (Photo E0 in report)
2015	S3	US	FB3	Crack	1 1/2", was 1 1/8" in 2015
2015	S3	DS	FB10	Crack	3/4"
2015	S3	US	FB11	Crack	1", was 7/8" in 2015
2015	S13	DS	FB10	Crack	3/4"
2015	S13	DS	FB11	Crack	3/4"
2015	S15	DS	FB10	Crack	1 3/16" (old comment - this has been repaired - 2017 Aux Truss Repairs)

Missing Bolts [6]

Year of Observation	Span	Truss	Member	Type	Description
2018	2	US	U2L3	Diagonal	Stringer 5 at floorbeam 2 is missing one bolt, typical.
2015	2	DS	L11L12	LC	Two missing rivets at gusset plate. One on inboard gusset plate and one on channel connection.
2018	9	DS	U3L4	Diagonal	One rivet is not fully seated at U3 to top chord connection.
2018	13	US	L8L9	LC	Inboard lower chord missing 2 rivets.
2015	1	US	Guardrail	Post	Posts 1 and 2 missing bolts
2015	4	DS	Guardrail	Rail	Railing is missing bolts at Pier 4
2015	7	US	Guardrail	Post	Post 2 missing bolts
2015	8	US	Guardrail	Post	Posts 2 and 3 missing bolts
2015	9	DS	Guardrail	Rail	Railing is missing bolts
2015	10	DS	Guardrail	Rail	Railing is missing bolts



Project: POHR TO1
 Subject: 2018 Inspection Report Findings
 Task:
 Job #: 0...010024908

Computed: KFS Date: 9/26/2018
 Checked: MAL Date: 10/9/2018
 Page: of:
 No:

Debris Accumulation [7]

Year of Observation	Span	Truss	Member	Type	Description
2018	1	US	L0L1	LC	Debris buildup under rocker bearing.
2015	3	US	L5L6	LC	Minor debris accumulating at L6.
2013	10T	US	U7-U8	UC	Dirt and debris build up on top of top splice plate U8, south side
2009	15	US	L8U9	Diagonal	Dirt and debris in connections.
2015	17	DS	L9L10	LC	Minor road debris accumulation within the panel point.
2015	17	DS	L10L11	LC	Road debris is accumulating within the panel point.
2018	18	US	L2L3	LC	Debris collecting on lower chord bottom horizontal gusset at L3.
2018	18	US	L4L5	LC	Debris collecting on lower chord bottom horizontal gusset at L5.
2018	18	DS	L0L1	LC	Debris continuing to collect and build upon gusset plate at L0.
2018	19	US	L10L11	LC	Bearing and gussets covered in debris.
2015	19	DS	L5L6	LC	Minor debris accumulation within panel points.
2015	19	DS	L6L7	LC	Minor debris accumulation within panel points.
2018	19	DS	L7L8	LC	Debris accumulating at L7.
2018	19	DS	L9L10	LC	Debris still accumulating L9 and L10.
2018	19	DS	L10L11	LC	Debris still there on top of gusset plates at L11.
2018	19	DS	L7U8	Diagonal	2015 - Up to 4" of debris on top chord and floorbeams in Span 19. 2018 - debris along top chord.



Attachment A. Pin Inspection Report – Ultrasonic Testing

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PORT OF HOOD RIVER

BRIDGE DIVISION

ULTRASONIC TESTING OF ROCKER BEARING PINS

Structure Number: 06645

Structure Location: Hood River - White Salmon Bridge over Columbia River

Inspection Date: September 25-26, 2018

Inspection By:

David McClary, UT Level III
Jason Gilliam, EIT

INSPECTION METHOD:

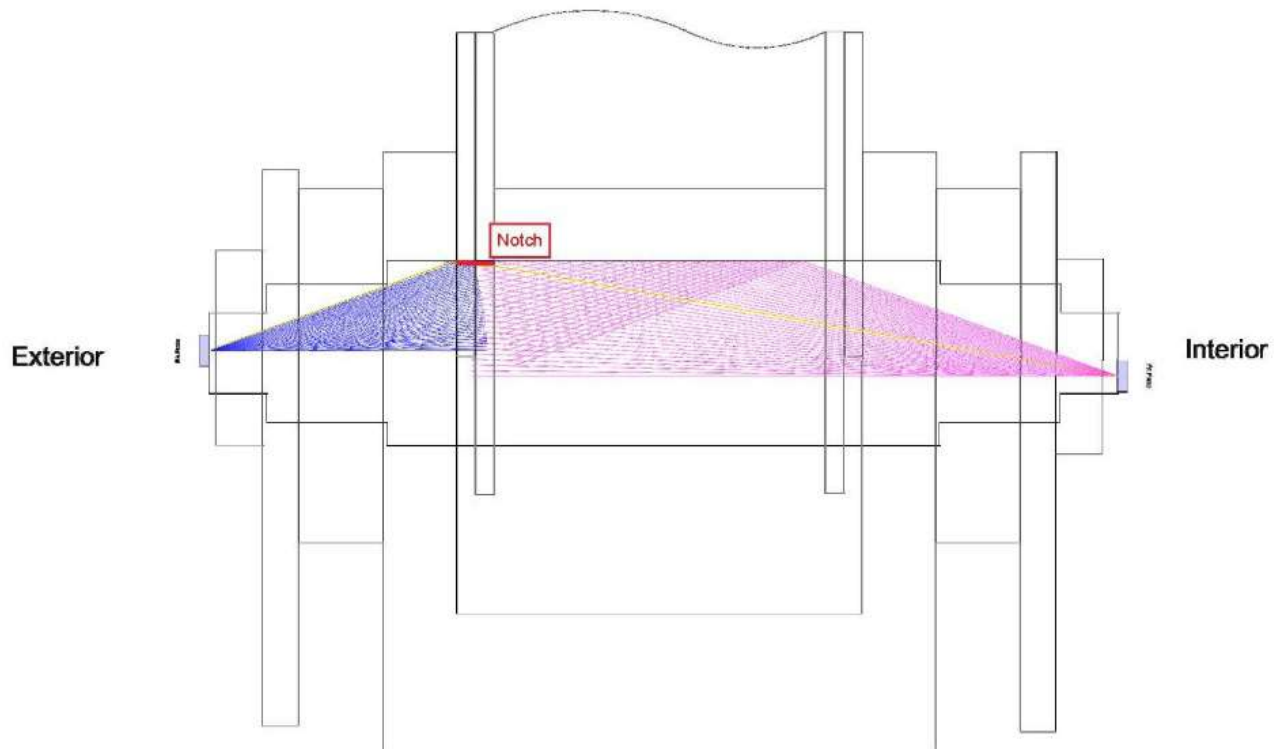
Personnel from HDR Engineering performed an ultrasonic inspection of 8 rocker bearing pins at Piers 17, 18, 19 and 20 of the Hood River Bridge on September 25-26, 2018. The pins were inspected using an Olympus Omniscan SX Phased Array Ultrasonic Testing (PAUT) instrument with an Olympus 4L16-A24 pin probe using a -0° to 30° refracted longitudinal wave sectorial scan with additional -0° to 20° refracted longitudinal wave sectorial scan as necessary for evaluation of deep indications (>10 inches for scan face). Testing was performed on both the exterior and interior faces of the pins in accordance with HDR PAUT-PIN-001 ultrasonic testing procedure. Specific calibration included establishing a TCG (Time Corrected Gain) throughout the range of inspection and the reference level sensitivity was set by maximizing the backwall signal from each pin at the 6 o'clock position and setting the reflection to 80% screen height. Testing was performed at a decibel setting of 12 dB over the reference level. All indications with a reflection greater than 20% screen height at reference level are recorded in the report. Prior to testing, the paint was removed from the ends of the pins with a sanding disc. After testing, the pins were cleaned of couplant residue and spray painted.

Project Location Description:

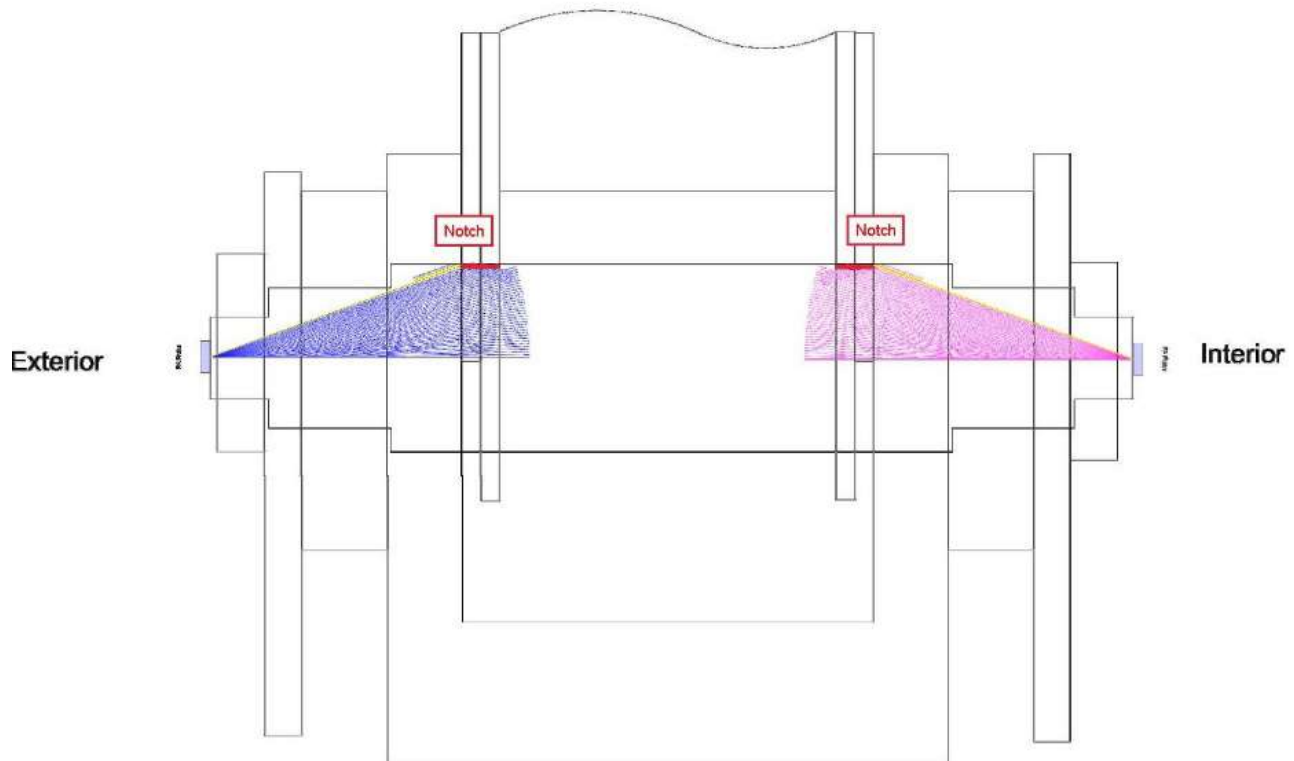
Hood River –White Salmon Bridge over the Columbia River, Structure Number 06645, owned and operated by the Port of Hood River.

INSPECTION FINDINGS:**Significant Indications:**

No significant indications were detected during the ultrasonic testing of the rocker bearing pins.

Minor Indications:

Pier 18 – Upstream Pin detected notching at the interface between the pin and upstream web at the 12 o'clock position approximately 13.4” deep from the interior face of the pin with a depth of 0.10” for a length of approximately 0.4”.

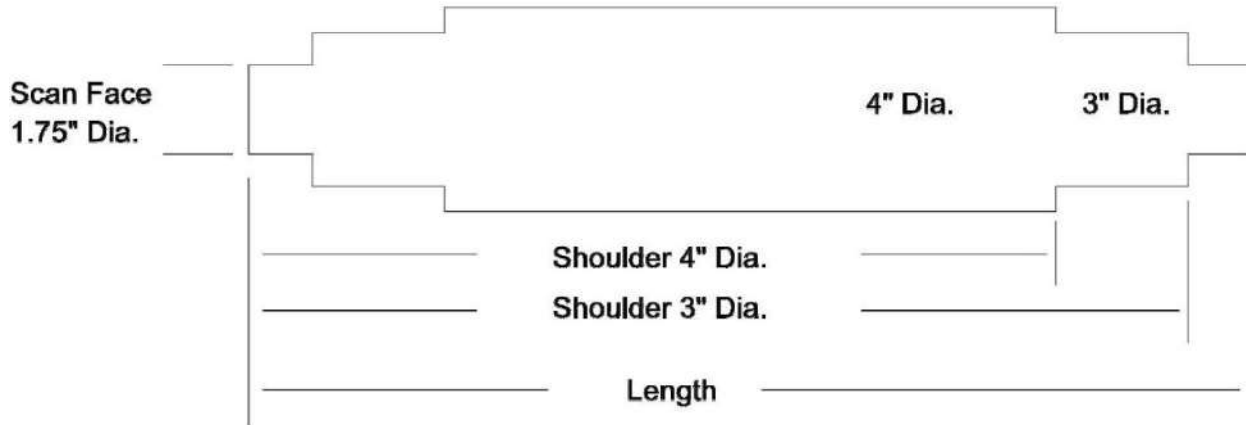


Pier 19 – Upstream Pin detected two notching indications at the interface between the pin and upstream and downstream webs at the 12 o'clock position, approximately 5.89" from the interior face of pin and 5.28" from the exterior face of pin, with a depth of 0.10" for a length of approximately 0.4".

Note: There were low amplitude indications observed on the majority of the rocker pins that appear to be caused by the geometry of the pin and loading condition. Bedding in of the mating surfaces of the pin to web, doubler plates and rocker over time provided for good acoustic coupling which allows ultrasound energy to be transmitted through the pin to web/doubler or rocker interface and be reflected from the far wall of the plate (see FHWA Publication FHWA-HRT-04-042 *Guidelines for Ultrasonic Inspection of Hanger Pins*). This condition is not considered a defect.



PIN INSPECTION DATA:



Rocker Bearing Pin Table

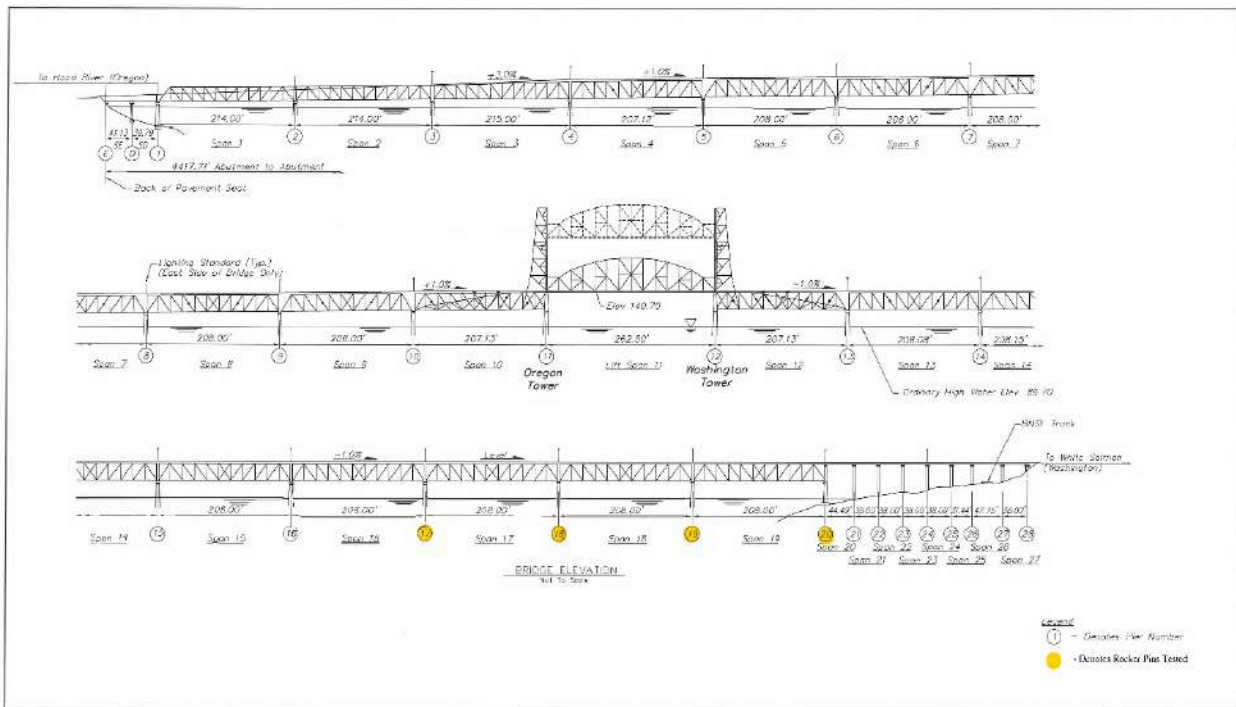
Pier	Up / Down Stream	Face	Ø Scan Face (inches)	Length (inches)	Shoulder (inches)		Remarks
					4" Dia	3" Dia	
17	US	Int.	1.75	19.7	15.8	17.4	
17	US	Ext.	1.75	19.7	15.8	17.5	Low level acoustic coupling indications at 5.2" deep (rocker)
17	DS	Int.	1.75	19.7	15.9	17.5	Low level acoustic coupling indications at 6" and 6.4" (flange plates)
17	DS	Ext.	1.75	19.7	15.9	17.5	Low level acoustic coupling indications at 5.75 and 6.2 inches deep (flange plates)
18	US	Int.	1.75	19.7	16.0	17.5	Notch indication at 13.4" deep approximately 0.10" into pin
18	US	Ext.	1.75	19.8	15.9	17.6	Notch indication at 5.8" deep approximately 0.10" into pin note this is the opposite side of the same notch seen from the interior face
18	DS	Int.	1.75	19.7	15.9	17.5	
18	DS	Ext.	1.75	19.7	15.8	17.5	Low level acoustic coupling indications at 5.2" deep (rocker)
19	US	Int.	1.75	19.7	15.8	17.5	Notch indication at 5.89" deep approximately 0.10" into pin
19	US	Ext.	1.75	19.7	15.8	17.5	Notch indication at 5.28" deep approximately 0.10" into pin
19	DS	Int.	1.75	19.7	15.9	17.6	
19	DS	Ext.	1.75	19.7	15.8	17.6	
20	US	Int.	1.75	19.7	15.8	17.5	
20	US	Ext.	1.75	19.7	15.8	17.5	Low level acoustic coupling indications at 5.4" deep (rocker)
20	DS	Int.	1.75	19.7	16.0	17.6	

Pier	Up / Down Stream	Face	Ø Scan Face (inches)	Length (inches)	Shoulder (inches)		Remarks
					4" Dia	3" Dia	
20	DS	Ext.	1.75	19.7	15.8	17.5	

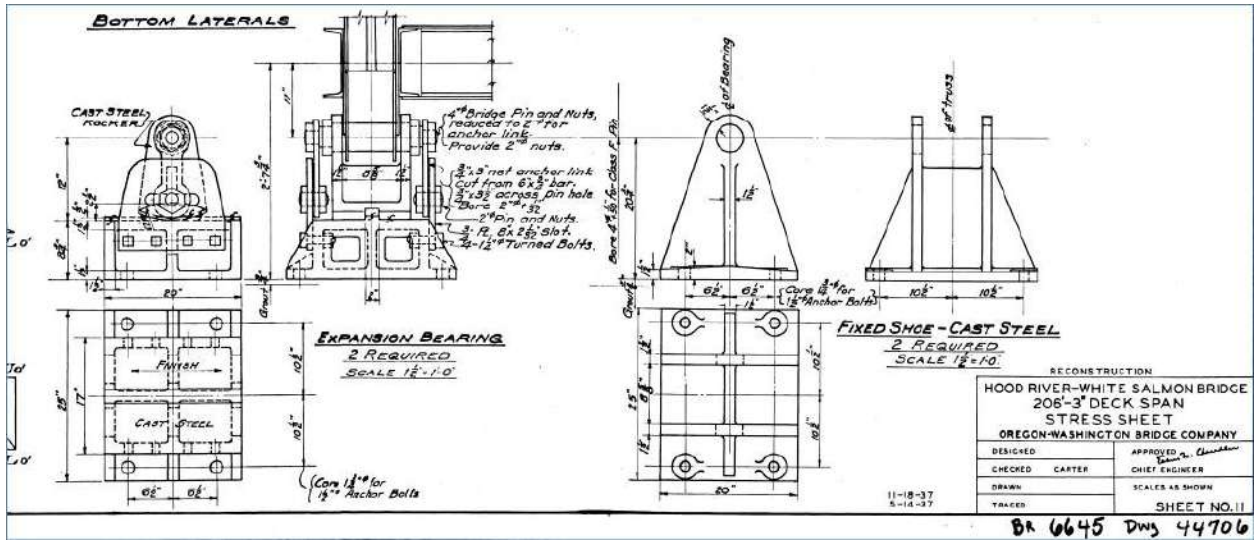
Visual Observations

Rocker bearings at Bents 17-20 exhibit typical deformation on the interior truss web plate above the pin (see Photo 2) with the most severe deformation being at Bent 18 and 19 (see Photos 3 and 4). The deformation above the pins has caused the interior truss web plate to bear on rocker stiffener (see Photos 5 and 6).

DETAILS AND PHOTOS



Elevation



Bearing Details



Photo 1 – Typical Rocker Bearing



Photo 2 – Typical Mushrooming of Flange at Pin



Photo 3 – Bent 18 Upstream Mushrooming



Photo 4 – Bent 19 Upstream Mushrooming



Photo 5 – Bearing on Rocker – Typical



Photo 6 – Bearing on Rocker Close-up

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Commission Memo



Prepared by: Michael McElwee
Date: November 6, 2018
Re: Fall Planning Draft Agenda

Attached is the final draft agenda for the upcoming Fall Planning work session on November 20. The annual Fall Planning Session is an opportunity to spend additional time on policy matters, long-term planning and focused discussion about some key projects. Commissioners should confirm that the draft agenda reflects topics they wish to focus on.

RECOMMENDATION: Discussion.

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Port of Hood River
2018
Fall Planning Work Session
 November 20, 2018 – 12:00 P.M.
 Marina Center Boardroom

Agenda

DRAFT

Discussion Lead

I. Overview/Objectives

Streich

II. Financial Summary

Kowell

- 10-year Financial Model

III. Discussion Topics

A. Hood River Bridge

- 2018-20 Capital Project Work Plan
- Bridge Replacement – EIS Schedule & Decisions
- Tolling System Upgrades & Options

Mann/McElwee

Greenwood

Kowell

B. Real Estate

- Near-term Development Options
- Lower Mill: Development Schedule
- Lot #1: Infrastructure Framework Plan

Medenbach

Medenbach

McElwee

C. Waterfront

- Parking Plan Implementation
- Signage Plan
- Events Programming

McElwee

Scholl

Stafford

D. Airport

- Business Model
- North Ramp Development Timeline

Medenbach

Medenbach

E. Special Projects

- Legislative Advocacy
- Future Financial/Organizational Model
- Communication Plan and Policies

Scholl

McElwee/Kowell

Scholl

Adjourn

(Regular Session to follow upon conclusion of Work Session)

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Commission Memo



Prepared by: Daryl Stafford
Date: November 6, 2018
Re: Modifications to Marina Rules and Regulations for 2019

As part of an annual review and update, the Port staff and the Marina Committee recommend changes to the Marina Rules and Regulations to be implemented in January of the following year. Commission decision is needed before November 30 so that they may be properly communicated to the Marina Tenants by December 1. Port staff provides 30 days-notice to tenants before implementation on January 1.

The purpose of proposed changes for this year is to improve administration efficiency, safety and security, and to encourage best practices for the Marina.

Listed below are the more substantive changes for 2019, recommended by staff and the Marina Committee:

- Require vessels to have current State Registration
- Charge \$35 for Betterment Slip Changes
- Require tenant compliance with state and federal agency requirements regarding marine sanitation
- Change sublease terms from 12 months to 6 months
- Removal of tall Dock Storage Lockers and Cabinets
- Change of Payment Terms from 90 days to 60 days from billing date
- Boathouse Policies
- Clarification of certain language

The attached draft 2019 Marina Rules and Regulations highlights all the recommended changes for Commission review and comment.

RECOMMENDATION: Approve 2019 Marina Rules and Regulations.

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PORT OF HOOD RIVER
2019 MARINA MOORAGE RULES & REGULATIONS
Effective January 1, **2019**

The purpose of these Rules and Regulations is to promote the safe and efficient operation of the Port of Hood River Marina (“Marina”) and provide better service for boaters and the public. It is the intent of the Port to encourage tenants to contribute to the efficient operation of the Marina by following the rules and regulations established for this purpose.

The word "Port" as used herein shall mean the Port of Hood River, and when appropriate may mean any person authorized to represent the Port. The word "Tenant" is used to indicate the owner of a boat, boathouse, or floatplane moored legally within the Port of Hood River Marina as per the conditions of a signed Moorage Rental Agreement or Boathouse Lease. The words “vessel” and “boat” includes boathouses or floatplane where appropriate.

Tenant agrees to comply with all applicable federal, state, county, and city laws and rules, and to comply with Port ordinances in addition to these Marina Moorage Rules & Regulations. The Port reserves the right to change the Marina Moorage Rules & Regulations from time to time. Any such changes shall be posted on the Port’s website at www.portofhoodriver.com, and shall be effective on the website posting date unless a later date is specified by the Port. Marina users are responsible for knowing, understanding and complying with the current and updated rules and regulations.

When a boat enters the Marina, it immediately comes under the jurisdiction of the Port of Hood River and shall be berthed or anchored only where authorized by the Port.

Port staff may deny the use of any of the facilities of the Marina or moorage when not in the best interest of the Port or the Marina.

The Marina is a regulated facility owned and operated by the Port. The intended use of a slips is for recreational purposes, not for storage. Any commercial activity in the Marina or on Port property requires a separate Port agreement that may or may not be granted.

The Port was certified by the Oregon State Marine Board in 2012 as a “Clean Marina.” Annual surveys are submitted to the OSMB and site visits are conducted every three years for recertification. The Port of Hood River Marina was recertified as a Clean Marina in 2018. Review the Clean Boater information available from the Oregon State Marine Board here:

http://www.oregon.gov/OSMB/boater-info/Documents/2018_osmb_clean_boater_guide_forweb.pdf

Authorization to Administer Rules and Regulations

The Port Commission authorizes Port staff, including the Marina Manager, to enforce these rules and regulations by written or verbal directions or any other legal means.

Agreements

Moorage Rental Agreements with the Port will be executed only with the owner(s) of the boat that is to occupy the assigned slip. Leasing a boat slip by a person who is not a boat owner is prohibited unless temporary permission is granted by the Marina Manager in limited circumstances.

New Marina Tenants must provide proof of the following before a lease agreement will be authorized:

- Boat and/ or boathouse ownership
 - Boat and/or boathouse of insurance
 - Current watercraft registration
- Tenants must provide proof of ownership of the vessel that will occupy their assigned slip. Documents, including but not limited to the following, will be required: Current certificate of Title showing proper owner, current State Registration Certificate or USCG Documentation paper, and insurance with proper owners listed. Failure or inability to provide satisfactory proof of ownership will result in denial of moorage privileges or termination.
 - All Marina Tenants and moorage users are responsible to be familiar with and shall be bound by all applicable Marina rules and regulations, irrespective of whether or not they have a signed a Marina application or agreement. Failure to adhere to these rules and regulations may result in moorage termination and penalties.
 - Tenant agreements may be denied, or tenancy may be terminated if any information related to an agreement is misrepresented, incomplete, inaccurate or falsified. The Port reserves the right to verify all verbal or written information presented and to deny any application for any reason not specifically restricted by law.
 - All tenant boats MUST be moored in the slip assigned to the Tenant in a Moorage Agreement. All boats shall be tied up in berths or at moorings according to good practice. The **overall length** of the vessel must NOT exceed the assigned slip allowance without Port approval. Length Overall (LOA) is defined on the Port website:
<https://portofhoodriver.com/wp-content/uploads/2018/02/How-long-is-my-boat.pdf>
 - Tenant acknowledges that Tenant has inspected the assigned slip and is satisfied the slip is in good condition and adequate for the safe mooring of Tenant's boat. Each Tenant accepts the Marina and Slip in their present condition and understands that the Marina dock and slip is being rented "AS-IS".
 - The Port reserves the right to relocate any Tenant to another moorage slip at any time.
 - Contact information provided to the Port by the Tenant shall be kept current at all times, including emergency contact information.
 - Boat partners who own a boat must provide the names and contact information of all partners and name all partners on any Port agreement, boat title, registration, and insurance coverage. have all parties identified on the agreement, title and insurance coverage. Additional or different boat partners may not assume an interest in a Port agreement without prior Port permission, which the Port may grant or deny in the Port's discretion.
 - No offensive activities shall be carried on by a Tenant at or in the immediate vicinity of the Marina. A Tenant shall not engage in any activity that might be dangerous to life or limb nor permit any objectionable noise or odor on Tenant's boat, in the Marina, or on adjacent premises, nor do anything which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the Marina or of the adjoining property by others. The Port reserves the right in its sole discretion to determine whether an activity is considered "offensive."

- A Tenant shall be responsible for and assure compliance with the terms of these rules and regulations by Tenant's invitees, guests and family members. Any violation or breach by them is a breach by Tenant.

Betterment Lists

A "Betterment List" requesting notice of slip vacancies is available for annual Tenants whose accounts are in good standing, i.e., no unpaid balances. At the discretion of the Marina Manager, Tenants on the betterment list will be contacted when a slip becomes vacant.

- A tenant must respond within three (3) business days after offered a vacated slip. If a tenant declines, no response is received or if the Tenant fails to move their vessel within the time allowed, the Tenant's right to occupy the Betterment slip will expire. Time of a response to a Betterment offer by those receiving offers will be considered when granting a Betterment location.
- If a Betterment List offer expires, a Tenant who receives but does not accept an offer will retain their place on the Betterment List. However, if a Tenant is offered another Betterment move within twelve (12) months after the Tenant declines or fails to respond to the first Betterment offer within the time allowed, the Tenant will be removed from the Betterment List.
- Outside end slips are exempt from Betterment List requests.
- No fee \$35 will be charged when a Tenant requests a "Betterment" move to a slip with the same length classification. Tenants seeking a boat slip with a different classification should apply for the appropriate "Wait List" and pay an Administrative fee.
- Tenants seeking to be on the Betterment List should contact the Marina Manager.

Bulletin Board

- All notices will be posted by Port of Hood River staff only. Notice requests may be emailed to by calling the Marina Manager at (541) 386-0972, or by dropping a notice at the Port office. All notices will be date stamped.
- Notices posted without permission will be REMOVED.
- Event notices may be placed no more than two (2) weeks prior to the event and will be removed the next business day following the event.
- Non-event notices, such as items "For Sale" will be posted for no more than three (3) weeks.

Defaults

The following are a default of a Tenant's moorage obligations:

- Failure to pay the Port moorage rental as per the moorage agreement or any other Marina fees or charges within ten (10) days after Port written notice of non-payment is sent to a Tenant.
- Failure of a Tenant to comply with any of the terms or conditions of any Port Marina rule or regulation within ten (10) days after written notice from the Port is sent to the Tenant. If such noncompliance cannot be cured within ten (10) days but may be cured within a short time thereafter, the Tenant may apply for and receive approval for an extension of time from the Port Executive Director, which may be granted or denied in their discretion.
- If a default is not remedied the Port may:
 - Terminate the moorage lease, evict the Tenant and boat and re-lease the slip.
 - Recover any unpaid rent, charges or fees and any of Port's direct costs including staff and attorney's fees, if any, before suit, after suit is filed and on appeal.

- Take possession of the boat, its apparel, fixtures, equipment and furnishings, and retain possession at the Marina or elsewhere until all charges then owing, and all charges arising thereafter are fully paid, and all violations of the terms of any moorage agreement or Port moorage rules and regulations have been cured, or if not cured dispose of the boat and items the Port has taken possession of.
- These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.
- If a past-due payment default is cured, the tenant may be required, in the Port's discretion, to make a single payment by January 31 for the following moorage year.

Electric Power

- Electrical meters are read and billed every quarter and on termination of a moorage agreement by the Port.
- Electricity to the Marina is provided by Pacific Power. The Port does not guarantee the continuity of electrical service to any boat or boathouse.
- All electrical service connections by Marina users and Tenants between Marina outlets and any boat must conform to national and state electrical codes.
- Without exception, all shore power cords must be "UL Approved", 30/50amp marine grade weatherproof cords with a twist lock configuration. Cords must be kept in good condition, be coiled, and kept out of the water. Cords should only be connected to and disconnected from the dock power pedestal when the breaker is in the "OFF" position. Cords should be installed to avoid strain being placed on the connection between cord and receptacle. Careful power cord installation and proper maintenance is critical to maintaining a safe and reliable electrical service.
- Port Marina staff may disconnect undersized or non-compliant cords. The Marina is an area where electrical shock hazards can occur. It is the Tenant's responsibility to ensure that electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. NO SWIMMING is allowed in the Marina.
- The Marina's main electrical system is designed to cut the power supply to an individual dock if a low-level ground fault is detected. It is critical that each Tenant maintain their vessel's electrical system and connection to the dock pedestal to insure no ground faults occur. If the Port determines that a vessel has tripped the GFI system, the Tenant responsible for the vessel shall be notified and access to the Marina power supply shall be immediately terminated until the Tenant can demonstrate to the Port's satisfaction that the ground fault hazard has been resolved and the vessel's electrical system is in good working order. NO EXCEPTIONS.

Fees

Moorage rates and fees are published online at www.portofhoodriver.com. Tenants are provided 30 days written notice of any rate adjustments.

- Annual Tenants must make payment in full within 90 60 days of the billing date. Bills will typically be sent on or about January 2. Payment in full is due on March 4, 2019. A \$35 per month late fee applies to any unpaid balance after 90 days from the billing date. Tenants who have not made full payment within 120 days of the billing date identified on the statement will be considered in default.
- Outstanding electric invoices provided by the Port 60 days past due will incur a \$15 per month late fee.
- Utility Charges: Water/Garbage – each slip and boathouse Tenant will pay a flat \$5/month

fee for water/garbage/recycling that will be billed annually in January. This is a non-refundable fee. Electrical – each slip and boathouse Tenant will pay a minimum of \$5/month for electricity that will be billed annually in January, whether or not a Tenant uses electricity. This is a non-refundable fee. If the electrical usage is more than \$5/month, the overage for actual cost will be billed quarterly.

- Time and materials charges may be charged to the Tenant if Port staff spends substantial time or incurs costs attending to boats in danger of sinking or that may be causing damages to other boats or Port property.
- Accessory Watercraft In-Water:
 - Motorized: \$25 per motorized watercraft, per month, unless watercraft is an inflatable Tender used in service of boat and proper registration and insurance is provided.
 - Non-Motorized: A non-motorized accessory watercraft including a dinghy, kayak or inflatable is allowed at no charge if secured within the leased footprint within the slip. The Port has discretion to allow or not allow any accessory watercraft in the water, based on the size, type or location of an accessory watercraft. If the Port denies permission for maintaining an accessory watercraft at a Tenant's slip the Tenant must immediately remove the watercraft from the water or the slip.
 - Non-Motorized: A non-motorized accessory watercraft including a dinghy, kayak or inflatable is allowed at no charge if secured within the leased footprint within the slip. The Port has discretion to allow or not allow any accessory watercraft in the water, based on the size, type or location of an accessory watercraft. If the Port denies permission for maintaining an accessory watercraft at a Tenant's slip the Tenant must immediately remove the watercraft from the water or the slip.
 - Port statements are payable by the Tenant within thirty (30) business days of the statement date.
 - The Port reserves the right to terminate a moorage lease at any time if moorage payments or Marina charges are not paid by a Tenant when due.

Garbage/Water

- Garbage receptacles are available at or near the Marina gate for use by Marina Tenants. Recycling is the responsibility of the tenant.
- See "Fees" section regarding the annual garbage and water charges.
- Garbage or other refuse of any type must always be placed in appropriate container. It may not be left at the Tenant's slip or on the walkways. Marina garbage receptacles may not be used for disposal of personal belongings brought from home or elsewhere, unrelated to Marina activities.
- Water is turned off in the Marina generally mid-October through April.
- It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.

Guest Moorage

- No Tenant may allow a guest to moor a boat in the Tenant slip unless the guest has signed a sublease agreement previously approved by the Port.
- Visitors may use the boat launch guest dock at the Marina. Overnight fees apply and use of the guest dock shall not exceed the maximum limits posted.
- Guest moorage is not allowed for floatplanes in the Marina.

Hold Harmless

- Tenants agree at all times to release the Port of Hood River from any claim of liability and hold the Port of Hood River harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant, their agents, invitees or employees, and Tenant does specifically acknowledge and agree that the Port of Hood River is not liable under any circumstances for any loss or damage to Tenant's boat, person or property, except as the result of intentional misconduct on the part of the Port of Hood River.
- Port may provide or make available utility services at the Marina; however, Port shall not be liable to Tenants or others resulting from, or be responsible to pay any costs associated with, an interruption in or failure to supply electricity or any other utility service at the Marina.

Insurance

- Appropriate insurance coverage must be maintained by each Tenant. Tenants must at all times during their moorage occupancy keep in effect a marine/watercraft insurance policy with general liability limits of at least \$500,000.
- Floatplane Tenants must keep in effect aircraft liability insurance with minimum coverage of \$1,000,000.
- Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of insurance shall be provided to the Port at the beginning of Tenant's moorage term. The Port may require that a Tenant provide proof of required insurance coverage renewal and at any time during moorage occupancy.
- The Port shall be entitled to receive written notice from a Tenant's insurance carrier thirty days prior to any insurance cancellation or expiration.
- Failure to provide or keep in force insurance required by this section shall be a Tenant violation of these rules and regulations, be a default of the Tenant's moorage rental agreement and be grounds for the Port to terminate the Tenant's lease.
- Required insurance must remain in force even when the vessel is not occupying the slip.
- The Port is not responsible for any losses or damage to boats, boathouses or airplanes in the Marina. Each Tenant will be responsible for damages that he or she causes to other boats, structures, property or to persons in the Marina.
- Any boat that sinks in the Marina may require professional salvage at the Tenant's expense, as determined by the Port. If the Port believes a vessel is not being promptly and properly removed from the marina by a Tenant the Port may incur salvage expenses to remove the vessel, in which case Tenant will promptly reimburse the Port for those salvage expenses and any related expenses.

Inspections

Upon receiving a Port request, a boat or boathouse owner must grant permission for an on-board inspection of their vessel or boathouse by the Marina Manager or any other person designated by the Port to assure compliance with applicable Marina rules and regulations.

Keys/Key Cards

- Tenants may receive up to two (2) key cards with no charge.
- Tenants may receive a maximum of four (4) cards issued per slip at any given time.
- Tenants shall pay a \$35 non-refundable fee per additional key card issued after two key cards.

- Damaged cards will be de-activated and replaced at no charge for the first two replaced cards.
- Lost Cards will be replaced for a \$35 charge.
- Key cards will be only issued to Marina Tenants.
- South Basin Dock keys, which require payment of a refundable \$50 key deposit per key, shall not be duplicated.

Liveaboards

There shall be no continuous living aboard boats or boathouses in the Marina. Tenants may not stay overnight on their boats in the Marina or boathouse for more than 3 nights in any seven-day period. This privilege may be reviewed or revoked by the Port in its discretion. Violation of this policy may result in eviction and termination of a Tenant's lease.

Maintenance and Vessel Repairs

- No major repairs, as defined by the Port, shall be made to boats while in slips or parking lots. In water hull scraping or removal of paint below the water line is prohibited.
- All Tenant maintenance activities to be undertaken by a Tenant which may affect other boats, persons or the Marina must be reported by the Tenant to the Port in advance by phone, by email to waterfront@portofhoodriver.com, or in person to Port staff to ensure the Tenant has permission for the proposed activity and for appropriate follow-up after maintenance activities are undertaken.
- Tenants will be notified at least 24-hours in advance of any scheduled maintenance work affecting all slips so that Tenants have the option to be being present when the work is done.
- Any alteration of a Marina slip is subject to prior written approval by the Port.
- All Marina users and Tenants must use biodegradable, non-toxic, phosphate free cleaners and/or soaps when cleaning their boat.

Notices to Tenants

- News of interest from the Port to the Tenants will be by means of electronic mail. Tenants will need to update spam filters to allow mail from the portofhoodriver.com domains. It is the responsibility of the Tenant to inform the Marina Manager of any changes in their email, address or phone number.
- Port notification of Marina rules and regulations including new rules and modifications shall be effective when posted on the Port's website at www.portofhoodriver.com
- Port notice of a lease or rules and regulations violation shall be in writing and be effective when delivered by the Port to a Tenant or other Marina user. Delivery will occur when sent by email and/or when deposited in the U.S. Postal Mail postage paid, addressed to a Tenant(s) or other party at the address stated in a moorage agreement, or which the Port has in Port records or obtains.

Parking/Special Events

- Tenant parking in the lot adjacent to the moorage entrance gate is on a first-come basis and a parking space is not guaranteed. Parking shall be in a neat and orderly fashion. The Port may request removal or may remove, at Tenant's expense, any vehicle parked in an improper manner, as determined by Port.
- Parking for an extended period exceeding three (3) days must be approved in advance in writing by the Port.
- Boat trailers shall not be parked in the lot adjacent to the moorage entrance gate without Port

written approval.

- Overnight camping is prohibited in the parking areas.
- The Port, in its discretion due to special events in the adjacent park area, may limit access to the Marina parking lot and the hours of operations of the Marina facilities. The Port will attempt to provide notice of use limitations at least seven (7) days in advance by email and on the Port's website (www.portofhoodriver.com).
- If the Port posts a sign or signs in the marina area requiring that vehicle parking comply with these regulations or conditions listed on the sign, and a vehicle is parked in violation of sign requirements, the vehicle owner may be cited for violating a Port ordinance, and if a Tenant is the owner of a vehicle violating posted parking requirements, or if a Tenant allows a guest to park a vehicle violating posted parking requirements, the Port may consider the Tenant to be in breach of the Tenant's moorage lease.

Pets

Dogs MUST be kept on leashes at all times on Port property, including the docks. "Pet Pick Up" bags are available near the Marina gate for owners to clean up after their pets. Absolutely no waste may go into the water.

Registration/Ownership

- All moorage applicants must provide proof of ownership of the vessel that will occupy their assigned berth. This vessel will become the "vessel of record" for that berth. Failure or inability to provide satisfactory proof of ownership to the Port will result in denial of moorage privileges or termination.
- All Vessels entering or leasing moorage in the Marina must have a valid identification permanently affixed to the hull and clearly visible from the outside.
- State or Coast Guard registered vessels shall display registration numbers and a valid registration decal. Documented vessels shall have the documented name of the vessel and a valid registration decal displayed on the hull.
- A current copy of boat registration or Coast Guard Documentation will be presented to Port at the beginning of a moorage lease. Failure to provide these copies or failure to keep registration current shall be construed a default and breach of these rules, and be grounds for the Port to terminate a Tenant's lease.
- Any Tenant who attempts to retain their assigned slip using a boat that is not registered in the Tenant's name will lose their right to occupy the leased slip.
- Boats not marked or identified as required by law will not be permitted within the Marina.

Safety/Security

- **No swimming**, diving, fishing, or fish cleaning will be permitted in the Marina. The Marina is an area where electrical shock hazards can occur. It is the Tenant's responsibility to insure electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. FOR YOUR SAFETY PLEASE DO NOT SWIM IN THE MARINA.
- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates

on moorage walkways or ramps is prohibited.

- Tenants shall accompany children under 16 years and guests at all times.
- The conduct of a Tenant's guest's guests while in the Marina is the full responsibility of a host Tenant. A host Tenant shall meet all Tenant's guests at the Marina locked gate to let them in and shall accompany their guests at all times while in the Marina.
- Disorderly conduct by Tenants and/or guests is cause for immediate termination of the Moorage Agreement and removal of the Tenant's boat from the Marina. This includes offensive language and loud and rude behavior to others. The Port shall have sole discretion to determine whether conduct is considered disorderly. Please do your part to maintain a family atmosphere at the Marina.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- All boats shall be tied up in berths or at moorings according to good practice. Boats shall be tethered only to the cleats for their assigned slip, and be securely moored with adequate bow, stern and spring lines. No lines shall cross walkways.
- Boats must be tied so that no part of the boat or its attachments extends over the walkway.
- All mooring lines must be in good condition and not have any visible fraying.
- The Marina is a NO WAKE ZONE. Boats within the Marina must be operated at a speed less than that which will create a wake.

Sale or Change of Vessel

- Moorage is non-transferable. The assigned slip is only for the use of the Tenant who is assigned the slip. If a vessel in the Marina is sold, the new owner must submit an application for moorage, and be placed on the appropriate waitlist, like any other person seeking moorage at the marina. A purchaser of a moorage user's vessel does not acquire the moorage user's assigned moorage slip or any other space in the Marina.
- If the Tenant sells their boat and gives notice to the Marina Manager that they are giving up their slip, the purchasing party may rent the slip for a maximum of 6 months from the date of purchase subject to prior approval from the Marina Manager.
- A Tenant selling their boat does not have authority to transfer their interest in their moorage slip or key cards or to transfer their obligation to pay annual payments to a new boat owner.
- A Tenant may replace their vessel with another so long as it is compatible with their assigned slip, and updated registration, title and insurance information is provided to the Marina Manager prior to placement of the vessel in marina.
- If a Tenant chooses to give up their slip, once vacated, the slip will be offered to the next eligible betterment or waitlist participant in the manner defined in this document. Every effort will be made to rent the slip, and when a new rental agreement has been signed a pro-rated refund will be issued to the owner for any overpaid amount.

Sanitation

All vessels which moor in the Marina must be in compliance with all regulations established by the U.S. Coast Guard or other Federal or State Regulatory Agencies regarding marine sanitation devices and

waste discharge. The discharge of treated or untreated sewage or blackwater is not permitted in the marina or any waters of the United States. FREE self-service pump-out facilities and port-a-potty discharge stations are located at the Marina fuel dock. All Marina users shall use these facilities for the disposal of raw sewage.

Seaworthiness

Vessels moored in the Marina must, at all times, be operable and maintained in a safe seaworthy condition and not constitute a fire hazard or present a risk of sinking. Vessel hull, keel, decking, cabin and mast must be structurally sound and free from dry rot or other similar defects or deficiencies. If a vessel does not comply with these conditions, the vessel owner must immediately remove it from the Marina for repair. The Marina Manager may ask a vessel owner to demonstrate the seaworthiness of their vessel at any time.

- A vessel that in the opinion of the Marina Manager is hazardous to Marina property or facilities, other vessels or persons may be denied permission to remain on Marina premises.
- Any vessel which is poorly maintained, badly deteriorated or may damage persons or property may be required by the Port to be removed from the Marina at the owner's expense upon receipt of written request from the Port. At least thirty (30) day's advance written notice must be given to the vessel's owner to effect repairs except in cases where the Port believes there is an imminent threat or emergency. If a vessel owner who has been requested to remove a vessel from the Marina by the Port is unavailable or available but refuses to act upon such request, the Port shall have the right to cause removal of the vessel from the Marina at the owner's expense, and to terminate the moorage lease.
- Port and its agents and employees shall at all times have immediate access to each Tenant's boat while moored at the Marina in case of emergency: including fighting fires, remedying or preventing any casualty or potential hazard to the boat or the Marina, such as sinking.
- In an emergency situation, primary contact will be made with the Tenant via the emergency contact information on file. If the Tenant cannot be reached, the person they have designated as their emergency contact person will be called. If it is necessary for Port staff or agents to board a boat, Port and its agents and employees will not be responsible for any damage to the boat. The Port may charge Tenant costs of any Port staff time or contractor time and materials for stabilizing the boat.
- In non-emergency situations, it may be necessary for the Port to board a boat, primarily for purposes of Inspection. In such situations, the Port will contact the primary contact and board the boat only with permission of the Tenant or accompanied by the Tenant.
- Tenant shall be responsible for any and all damage to the Marina, including a slip, caused by Tenant's boat or activities.

Shell Dock

The Port's six shell dock storage spaces located on Dock C are rented on an annual basis from August 1 through July 31. Annual rent is due on August 1. Rules and Regulations specific to shell dock storage are outlined in the Shell Dock Annual Rental Agreement.

Storage on Piers or Dock Fingers

- All users of the Marina or its facilities for moorage or otherwise, shall keep their vessel, boathouse and pier or dock fingers in the vicinity of their vessel, neat, clean, orderly at all times. Tenant slips areas must be maneuverable for the Tenant's vessel and other vessels. Storage of anything by a Tenant on piers or dock fingers is prohibited except in approved dock boxes, chests, or steps.

- Main walkways and slip finger walkways shall be kept obstacle-free of boat supplies, accessories or debris by Tenants and Marina users. Tenant water hoses and electrical cords shall be neatly coiled when not in use. Tenants must remove anything of theirs from the Marina that does not fit onto their boat, dock box or chest.
- Each Tenant must obtain permission from the Port prior to placement of chests, dock boxes, steps, ramps or similar structures in the Marina. All chests and dock boxes must fit within the triangle space at each slip, must not overhang or be placed in walkways, and must not exceed a height of 36 inches.
- Tenant storage of any potentially hazardous items or materials, batteries, oily rags, open paints, or other flammable or explosive materials are not allowed in dock boxes or chests and shall be immediately removed from Marina slips and the Marina area by Tenants.

Subleasing

- If a Tenant will not be using his/her assigned berth for a period of time, the Port may permit a sublease of the berth provided a Tenant provides a proposed sublease and documentation to the Port to review and approve that complies with the provisions of the Marina sublease policy.
- Annual Tenants in good standing for a minimum of 12 months may sublease their slip to another boat owner for a maximum sublease term of 12-6 continuous months during a calendar year. A sublease of less than 30 days will not be permitted. Any agreement by a Tenant to sublease a slip without prior Port approval is a violation of the Tenant's lease and may result in lease termination.
- Sub Lessees must provide their boat title, proof of insurance, current registration and State ID to the Port prior to a sublease taking effect.
- An annual Tenant who applies for and receives Port permission to sublet a slip is responsible to promptly pay the Port all Marina fees and costs associated with the Tenant's slip when due and to assure their subtenant's compliance with all Marina rules and regulations during the sub-tenancy. All Port Marina bills will be sent to the Tenant. Notwithstanding a sub-tenancy, a Tenant is fully responsible to pay all charges that accrue on his/her account while subleasing and for collecting such charges from their sub lessee.
- A Tenant is responsible for the removal of their sub lessee's boat from the Tenant's slip at the expiration of the sublease. A Tenant's violation of this requirement is grounds for termination of the Tenant's lease.
- A sublease may be approved for a time period up to an additional 6 consecutive months, in the Port's discretion, if special circumstances exist such as the Tenant taking an extended voyage. To obtain a sublease extension, the Tenant must submit a written request detailing the need for an extension prior to the end of a sub-tenant six (6) month term and make full payment of all Marina charges that will or are expected to arise (moorage, special assessments, utilities) in advance prior to the start of the extended term. A sublease for an extended term may be offered to a Wait List person at the Port's discretion.
- Monthly Payment of a moorage fee and Marina charges by a subtenant to a Tenant cannot exceed 1/12 the annual moorage fee and Marina charges payable by the Tenant. All sublease payments shall be between a Tenant and their subtenant.
- A Tenant is responsible to provide Marina gate cards to their subtenant.
- A subtenant's vessel shall not occupy a Tenant slip until ALL required information and payment of a \$100 administrative fee has been provided to the Port by the Tenant, the subtenant has met with the Marina Manager to review Marina rules & regulations, and the sublease has been approved by the Port. Any proposed change in a sublease must be approved by the Port. If a sublease change is approved, the Tenant is responsible to pay the Port a \$25 fee for each change.

- Sublease Application available here:
<https://portofhoodriver.com/wp-content/uploads/2017/12/Hood-River-MarinaSublease-Request-Form.pdf>.

Termination

- A Tenant who wishes to voluntarily terminate their moorage tenancy before the end of the term must notify the Port in writing not less than 60 days prior to the Tenant's proposed termination date. After a termination request is received the Port shall attempt to re-lease the slip for the remainder of the Tenant's term to someone else. The Tenant will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for three full calendar months following the month in which notification is received by the Port.
- If within the three month period after the Tenant's notice is received by the Port another boat owner executes a lease for the Tenant's slip and signs and provides lease documents satisfactory to the Port, the Tenant's lease shall be terminated and the Tenant shall receive a prorated refund of prepaid moorage and costs paid to the Port after the date a new tenant executes a moorage lease. If no new tenant signs a lease within the three month period the Tenant will remain responsible to pay accruing rent and Marina charges until the slip has been leased to another tenant or until the end of the Tenant's lease term, whichever occurs first.
- If the moorage agreement is terminated because the Tenant is in default the Tenant will receive written notification via email and/or US Postal service mail sent to the address stated in the Moorage Agreement.

Unauthorized Moorage

- No person shall moor a boat adjacent to a Marina boathouse without prior Port permission. Moorage for an extra boat may be authorized by the Port in advance of moorage in the Port's discretion.
- If a boat, boathouse or floatplane is moored in the Marina without Port permission or the owner has refused or failed to sign a moorage rental agreement acceptable to the Port, the boat, boathouse or floatplane shall be subject to immediate eviction. The owner shall be responsible to comply with all Marina rules and regulations during occupancy, be liable for moorage rental charges based on the monthly moorage rate and may, in the Port's discretion, be charged fees a Marina moorage tenant would be responsible to pay and be required to pay for any damages caused to the Port marina.
- A boat, boathouse or floatplane and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the Marina or elsewhere until the owner pays all charges then owing and all charges which thereafter accrue and until all violations of Port moorage rules and regulations are complied with. These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.

1. Wait List

- A \$100 administrative fee is charged to be on a Port moorage Wait List. This fee is non-refundable and not applied to moorage. A separate administrative fee shall be paid to be on any separate list. Updated Wait Lists are posted on the Port of Hood River website.
- Port staff will notify Wait List persons of potential slips that are available for lease. A slip will be offered to the top three names on the Wait List concurrently with a deadline of five (5) business

days to respond to the offer. A slip will first be offered to the respondent listed in highest of the three people that were contacted, and if they don't accept the offer to the next highest. Persons who receive an offer but do not agree to accept the offer will maintain their current standing on the Wait List.

- Within fifteen (15) days of the acceptance of an offer, the Wait List person who has accepted the offer must enter into a signed lease and make a payment for the prorated moorage. Provided however, if the prospective tenant does not own a boat, they will be given thirty (30) days from the date of acceptance to purchase a boat to be placed in the slip or provide proof that a purchase transaction is pending. If the thirty (30) day requirement cannot be met and the prospective Tenant would like to remain on the Wait List, his or her name will be moved to the bottom of the WaitList.
- If a Wait List person is contacted but is non-responsive, they will maintain their current standing on the Wait List. However, if a second offer is made within a 12-month period and the Wait List person is non-responsive or declines the offer, their name will be removed from the Wait List. If the name is removed, and the person wishes to stay on the Wait List, they will be required to pay another \$100 administrative fee for their name to be placed on the Wait List as of the date the application to be on the Wait List is received.
- If a slip becomes available for sublease, the Port will notify Wait List persons unless a Tenant has identified a boater who meets all sublease requirements. Waitlist Application available here: <https://portofhoodriver.com/product/marina-wait-list-entry/>

Waiver

Waiver of performance of any provision herein or of any other applicable laws, rules or regulations by the Port shall not be a waiver of nor prejudice of the Port's right otherwise to require performance of the same provision or any other provision. Time is of the essence of performance of all Tenant moorage agreement requirements and of performance of the terms and conditions of these Port Marina moorage rules and regulations.

Boathouse Policies

Responsibilities of Boathouse Owners:

- All Boathouses shall have a state issued identifying number plate displayed in a location that is readily visible from the walkway providing access to the structure.
- A boathouse owner shall maintain his/her boathouse in a safe, neat and attractive condition, consistent with the Port's regulations, policies, and procedures.
- There are no liveaboards allowed in boathouses. See above liveaboard Policy.
- Debris, materials or accessories shall not be stored or otherwise allowed to accumulate outside boathouses, whether on or off the space let to the boathouse lessee. Supplies shall not be stored outside boathouses, whether on or off the space let to the boathouse lessee.
- Adequate flotation must be installed and maintained to ensure the stability of tenant's boathouse and the safety of neighboring boathouses. Flotation that is replaced must be material meeting current USACE specifications.
- The boathouse owner is responsible for providing and maintaining the electricity, meter base, and wire for the connection to the main power source.
- The boathouse owner is responsible for providing and maintaining chain and connectors on the boathouse for the attachment to the dock. The boathouse must have adequate structural capabilities to accept moorage attachments.
- Removal of snow build-up from rooftops of boathouses will be the responsibility of the

boathouse owner.

- Boathouse owners, upon request, will provide access to their boathouses for the purpose of fire, electric, sanitation and safety inspection.
- Boathouse owners must be in compliance with all Oregon Clean Marina requirements.
- There shall be no discharge of blackwater or sewage from a boathouse.

Responsibilities of the Port:

- The Port will be responsible for supplying and maintaining the electric meter and the connection to the main power source.
- The Port will be responsible for providing connectors on the float for attaching the boathouse to the dock. Port will execute emergency repairs to boathouse attachment/chains at the expense of the boathouse owner.

Sale of a Boathouse

- A boathouse owner must inform Marina Manager that Boathouse is for sale, and as soon as there is a likely sale or sale pending.
- No boathouse moorage space lease may be sold or assigned without the prior written consent of the Port. A boathouse owner must contact the Marina Manager to obtain current criteria and guidelines applicable to the owner and purchaser to continue or replace a boathouse moorage lease.
- Before a boathouse sale contract is signed the boathouse owner must schedule an inspection of the boathouse and moorage space with the Marina Manager, or another Port staff person or person under Port directive designated by the Marina Manager, to confirm boathouse compliance with OSMB Clean Marina Standards and that the boathouse complies with Port rules and regulations and does not pose any hazards. A boathouse owner and buyer must demonstrate to the Port's satisfaction that the boathouse to be sold and all boathouse connections comply with Port requirements.
- A lease of moorage space to a new boathouse owner will be granted by the Port, subject to compliance with this section and satisfactory compliance with the following checklist items.

Check List – Pending Boathouse Sale:

- Inspection of a boathouse and mooring is satisfactory.
- Buyer completes new lease acceptable to Port to be executed upon receiving satisfactory:
- Boathouse insurance certificate.
- OSMB title update.
- Proof that a boathouse title transfer is in process which complies with applicable legal requirements.

Bill of Sale transferring ownership.

- FEE: The Port will charge a fee to review and approve a boathouse sale and moorage lease transfer or new moorage lease based on Port actual costs and Port staff time, plus an administrative fee of \$100.

Hood River-White Salmon Bridge Replacement Project

Project Director Report

November 6, 2018

The following summarizes Bridge Replacement Project activities from October 17 through November 6, 2018.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

Included in the Packet is a list of tasks accomplished in the first month of the project.

Highlights:

- Public Involvement Plan is close to completion. Document will provide direction and guidance to the Project Team as the FEIS progresses. The Plan includes the following reports/memos:
 - Public Comment Tracking Protocol – process for archiving and responding to community input.
 - Public Involvement Schedule (*included in packet*)
 - Stakeholder Interview Summary (*included in packet*)
 - Logo Development
- First meeting of the EIS Work Group (EISWG) has been scheduled for Thursday, Nov. 8th. WG will be reviewing their procedures and past work (i.e. DEIS, TS&L).
- First public Open House has been scheduled for the first week of December. Print advertising will appear in November. Will most likely be held at Best Western. A second Open House will be scheduled in 2019/2010 in Washington state.
- Received second WSP invoice for September 2018 work. (*included in packet*)

Risk Register. Add budget concern about ODOT scope and work for monitoring project.

30-Month High Level Schedule. (*included in packet*)

ODOT CONTRACT BUDGET

At the last Commission meeting, it was noted that ODOT would be developing a Scope of Work and Budget for their staff reimbursement related to the FEIS review. The Federal Highway Administration (FHWA) has agreed to be the federal lead sponsor on the FEIS, but has delegated most of the review work to ODOT.

ODOT has requested a review of scope and budget with FHWA and that meeting has been scheduled for Friday, Nov. 9. ODOT has affirmed that the development of the contract amendment will not slow their review of the Port's project.

PROJECT DELIVERY ACTIVITY / STANTEC

Stantec Consulting contract has been executed.

- Teleconference scheduled for Friday, Nov. 2 with Port CFO and Stantec to discuss needed data to begin analysis.
- Stantec looking at dates for a field visit to walk through toll collection (back of the house) procedures and review tolling policies.

COMMUNITY OUTREACH

COLUMBIA RIVER INTERTRIBAL FISHING COUNCIL (CRITFC) UPDATE

Tribal governments have a very important role in the natural and cultural resource assessments as a part of NEPA. The Port is in the process of inviting the tribes to have a more active role in the bridge beyond NEPA. The draft letter (*included in packet*) touches on the following elements:

- Respecting the tribes role in NEPA
- Partnering with tribes beyond the important natural resource issues

Staff is looking for input on the concepts discussed in the letter and seeking approval to transmit at the appropriate time.

INDIVIDUAL MEETINGS

- Minimal contact with public last two weeks. Primarily focused on PI plan.

ADMINISTRATIVE

- Discuss concepts for Fall Planning including post-NEPA opportunities.

-###-

White Salmon Bridge Replacement Project
 Milestones and Events
 . 31, 2018

	2018				2019				2020				2021
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1			
NEPA Milestones		◆ Validate DEIS P&N, alts, PA ◆ Nav clearance	◆ Traffic	Architecture	Bike/ped	◆ Publish SDEIS		◆ Mitigation Plan		◆ Publish FEIS			
----- Public Comment Period -----													
EIS Working Group Meetings	●		●	●	●	●		●					
Open Houses with comment form (SDEIS hearing)		* (Oregon)				* (Washington)							
Presentations: Elected bodies/key stakeholder groups	●	●	●	●	●	●	●	●	●	●			
Community Outreach Events		*	*	*	*								
EJ outreach events													
Publicity and notification													
---- Web update	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
---- Display Advertisements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
---- Newsletter/Fact sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
---- News release	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
---- Social media posts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Outreach summary		◆				◆							

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STAKEHOLDER INTERVIEW SUMMARY

Date: October 29, 2018
Prepared for: Kevin Greenwood, Bridge Replacement Director, Port of Hood River
Prepared by: Anne Pressentin, EnviroIssues
Copy to: Angela Findley, WSP

Introduction

Before re-launching the project to complete the NEPA process for a replacement bridge between Hood River and White Salmon, two members of the consultant team interviewed local community and opinion leaders from Oregon and Washington in the Mid-Columbia River Gorge. The purpose of the interviews was to inform both the Port of Hood River and the consultant team when designing the public engagement process. The objectives of the interviews were to:

- Understand the range of perspectives that exist related to designing and replacing the bridge
- Identify specific issues of concern or opportunity related to stakeholder engagement and decision-making during the NEPA phase
- Learn about and accommodate concerns and expectations where possible.
- Identify communities of interest and other key stakeholders the public engagement process needs to reach

Methodology:

All interviews were conducted in person by Anne Pressentin of EnviroIssues and Scott Keillor of BergerABAM between September 18 and September 25, 2018. A total of 18 interviews were conducted with 24 individuals. Most were conducted with one individual; five interviews had two or three people present. Two people brought input from co-workers to the interviews.

Each interview lasted 45-60 minutes. The interviewees were selected by the Port of Hood River and represented local government, regional government, industry, transit, freight shippers, social services, recreation, small business and emergency responders. Of the 18 interviews, 10 included people based in Washington or representing Washington organizations, six represented Oregon organizations and two represented bi-state organizations.

Results are qualitative and not statistically representative of the population as a whole. They provide a snapshot of the opinions and knowledge held in early fall 2018. This memorandum summarizes the perspectives communicated by stakeholders during the interviews.

Interview themes:

Several themes emerged during the interview process:

- Concurrence on the project purpose and need statement from the Draft Environmental Impact Statement (EIS)
- Preliminary preferred alternative identified in the Draft EIS and Bridge Type, Size and Location (TS&L) Study

Hood River-White Salmon Bridge Replacement Project

- Project schedule
- Regional economy
- Project benefits
- Key decisions
- Funding
- Governance/ownership
- Toll rates and tolerance
- Transparency and trust
- Tribal consultation
- Stakeholder committee
- Public involvement

Below is a summary of the types of responses heard for each theme.

Concurrence on project purpose and need

In all the interviews, there was universal agreement on the need to replace the bridge. Reasons cited included:

- Mechanical problems with lift span that affect both river and roadway freight schedules
- Regular maintenance schedule that affects all travelers
- Narrow lanes that create safety problems, damaged vehicles, driver discomfort and can lead to inconsistent transit arrival times and slowed emergency response
- Weight limits that affect commerce
- Concern with structural integrity, especially when the bridge is congested and has added weight
- Lack of bicycle and pedestrian access
- Lack of seismic sufficiency
- Potential for strikes from the water or on the deck to harm the structure
- Narrow river navigation channel that creates challenges for barge traffic and leads to strikes
- Water quality degradation from untreated stormwater runoff
- Cost to maintain the current structure

Preliminary preferred alternative

In about half of the interviews, participants expressed familiarity with elements of the preliminary preferred alternative identified in the Draft EIS and Bridge TS&L Study. Regardless of the knowledge level, there was concurrence among all that the preliminary preferred alternative should be the launch point for the next phase and work should not be redone. Several people said the elements should be validated before proceeding to ensure conditions and assumptions had not changed. Specific comments included:

- **Non-vehicle access:** Unanimous support for the addition of bicycle and pedestrian access. One person said freight access should take priority over bike/pedestrian access, but also supported adding non-vehicle access. In a couple of interviews, questions arose about whether the existing bridge could be used for bike/pedestrian access.
- **Location:** A few people specifically mentioned the location of the replacement bridge west of the existing bridge and said they understood the decision. At least two people mentioned that

Hood River-White Salmon Bridge Replacement Project

an upstream location between Koberg Beach and Bingen would result in a significantly shorter crossing and should be reviewed again to make sure the downstream location remained the better choice.

- **Bridge type:** Several people expressed support for an economical bridge without significant architectural treatments. They said it would keep with the Columbia River Gorge National Scenic Area’s design guidance and would be easier to fund. At least one person said that the Gorge deserved a more inspired design than a concrete segmental box girder.

One person said a design refinement to add a bike/pedestrian ramp from the bridge to planned park land in White Salmon would be beneficial.

Project schedule

During about half of the interviews, concerns were expressed with the project schedule to complete the Final EIS. They said the project needed to proceed as quickly as possible. No one advocated for a slower approach.

Regional economy

Most interviews highlighted the close connection between communities on each side of the Columbia River and the shared regional economy. They said the bridge was an essential element to the economic vibrancy of the region and loss of it would be life changing. Several mentioned that Washington residents depend on the bridge more than Oregon residents for medical appointments, retail shopping, access to I-84 and jobs. Another said that if the bridge was not usable, Hood River would suffer economically without shoppers from Washington.

Project benefits

Interviewees identified specific benefits associated with a new bridge:

- Improved bi-state connection and economic well-being for the region; fixes a broken link
- Fewer trips will be needed and transportation costs will be lower for freight, including fruit packing and log trucks, when weight limits are removed.
- Improved safety for drivers and tugboats
- Improved emergency medical service response times
- More reliable fixed route transit service
- Added tourism attraction with connection to historic highway trail for bicyclists and pedestrians and improved driver comfort
- Reduced congestion with better vehicle flow
- Increase in real estate values and investment in White Salmon and Bingen due to easier travel between the two states
- Reduced risk of collapse during an earthquake; increased resiliency to withstand natural disasters
- Reduced potential for environmental impacts from automobiles (oil) and bridge (paint) by replacing grated deck with a solid travel surface

Key decisions for bridge replacement

Interviewees were asked about key decisions to be addressed for the project to proceed. The most frequently mentioned key decisions included how the replacement bridge will be funded, what the

Hood River-White Salmon Bridge Replacement Project

governance/ownership structure will be for the replacement bridge, and who will set the new toll rate and what the new toll rate will be.

Many of these decisions may not be answered during the NEPA compliance phase as they are linked to the longer-term identification of a construction funding source (e.g., Federal funding, private funding, bonding obligations). In most interviews, people acknowledged that the NEPA process could proceed in parallel with discussions on future ownership, funding for a replacement bridge and the toll rate. (See below for additional detail on these topics.) Several people preferred these longer-term issues be addressed first. One person said there was a risk that decisions made during the NEPA process might not be well-aligned with later decisions on governance.

Some respondents said a decision is needed on how toll revenue can be used in the future. These respondents did not support toll revenue being used for non-bridge uses.

Key decisions of interest to the respondents that could be addressed during the NEPA process included:

- Validation of the preliminary preferred alternative, including bridge location and design
- Consideration of whether the existing bridge could be used for some other purpose
- Historic value of existing bridge
- Construction-related closures and impacts to bridge users and residents
- Avoidance of the in lieu tribal fishing site and other cultural resources
- Bridge aesthetics and lighting
- Environmental impacts
- Bicycle and pedestrian pathway design
- Bicycle and pedestrian connections to White Salmon
- Design of bridge to accommodate freight vehicles of the future which are expected to be heavier

Funding

Several people said there needs to be a united front from local governments in the mid-Columbia region to request funding from state and federal governments. Speaking with one voice will increase the potential of obtaining financial support, they said.

Some participants from Washington said it was unlikely that the bridge could be built without some financial support from Washington in addition to toll revenue. One participant from Oregon expressed a desire to obtain some bridge replacement funding from Washington entities.

Toll rates and tolerance

While today's tolls do not generally affect trip planning, participants acknowledged that an increased toll would affect travel decisions for those with lower incomes. At least one participant said people would expect to pay a higher toll to get a better bridge. Participants were not specifically asked about what toll rate would be acceptable.

Governance and ownership

Several respondents questioned whether the Port of Hood River was the best organization to own the bridge in the future. They cited the higher percentage of bridge users coming from Washington and the

Hood River-White Salmon Bridge Replacement Project

joint state bridge ownership model for other Columbia River bridges, including Hwy 101 Astoria-Megler Bridge, SR 433 Lewis and Clark Bridge, US 197 Dalles Bridge, US 97 Sam Hill Bridge, among others.

Some participants said past decisions by the Port of Hood River to use toll revenue for economic development projects and not for bridge replacement left a “sour taste.” They did not view the Port of Hood River as respecting the interests of Washington toll rate payers who depend on the bridge. They said it was essential going forward that decision-making be open and transparent.

Several people identified the potential for public-private partnership (P3) for bridge construction and future operation. They said certainty is needed in the community about whether a P3 is plausible because it could increase the likelihood of bridge replacement. However, the potential for P3 also increases fears of higher toll rates and a loss of local accountability and decision-making.

Several Washington respondents stated strong support for a bi-state partnership or creation of a bridge authority to make decisions about bridge operations and toll rates. They want assurances that ongoing discussions related to governance and ownership will proceed on the same timeline as the NEPA process and not take a back seat.

Tribal consultation

Several people interviewed recommended consulting with tribal governments early in the NEPA process to ensure their interests and culture are incorporated into decision-making.

Stakeholder committee

About half of the participants suggested that a committee could be useful to ensure diverse interests are considered. Several said the membership list should include a range of perspectives (freight, business, social service, elected, environmental, youth) and any group should not hold up the process. Several suggestions were offered to ensure success:

- Clear meeting agendas
- Objectives for the process
- Communicate what is expected of members – and expect them to help get the word out
- Provide roadmap with milestones
- Provide background meeting materials
- Accept public comment
- Use a facilitator

Several of the interview participants had been invited to participate in a Bridge Replacement Advisory Committee earlier in 2018. A few expressed frustration over lack of communication since then. Others did not agree with the premise of an “advisory committee” to the Port of Hood River Commission and instead desired a partnership with shared decision-making with the Commission. A few suggested strongly that the scope of any group include issues beyond NEPA decisions.

Public involvement

Respondents provided many suggestions related to communicating with and gaining feedback from the public on bridge replacement topics. A transparent engagement process was seen as essential. They said that multiple strategies, formats and approaches are needed to reach audiences and be successful. One

Hood River-White Salmon Bridge Replacement Project

person cautioned against taking too much time and slowing the process. Below are the stated suggestions:

Traditional media works well to inform about project progress. Newspaper, local radio shows (in English and Spanish), direct mail are effective. Websites and social media also can be effective to ensure correct information is always available.

Tag onto existing forums and channels. In-person engagement can and should occur where people already are to increase efficiency for participants and reduce cost. During stakeholder interviews, Rotary Club and briefings at elected body meetings were specifically mentioned. School events, church events, fairs and festivals also can be used. In addition, use partner mailing lists, such as the Chamber's regular mailing to reach audiences.

Online engagement: Use virtual meeting and online engagement to respect people's time.

Culturally relevant engagement is needed for Hispanic communities with Spanish interpreters and translated materials.

Interactive forums/events. Well-advertised interactive events at convenient times are useful to give the public the opportunity to provide input. Open houses and workshop style events have previously been successful to educate the community. Hosting a public event at the beginning of the Final EIS process was seen as useful to a few participants.

Potential event locations were identified: Pioneer Center, Best Western, Hood River Inn, Columbia Center for the Arts, Riverside Church, Hood River Middle School auditorium, and Hood River Valley High School theater.

Bi-state effort: Outreach should occur in both Oregon and Washington. A couple of participants said outreach should be focused more in Washington because these bridge users pay more in tolls. At least one person said toll reimbursement should be considered when people need to travel across the bridge to attend an event.

Large employers can help distribute information – especially those employers where employees frequently use the bridge.

Hood River-White Salmon Bridge Replacement Project

Participants:

Amanda Hoey, Mid-Columbia Economic Development District

Bart Vervloet, Columbia Gorge Windsurfing Association

Brad Pickering, Underwood Fruit

Bruce Brending, Klickitat Valley Health Ambulance

David Poucher, City of White Salmon

Don Gibson, Underwood Fruit

Ed Ing, Underwood Fruit

Gary Collins, SDS Lumber

Janet Hamada, The Next Door, Inc

Jill Vacek, Insitu

Jon Davies, Columbia River Insurance

Krystyna Wolniakowski, Columbia River Gorge Commission

Lorrie DeKay, Columbia River Gorge Commission

Marc Thornsby, Port of Klickitat

Peter Cornelison, City of Hood River

Rafe Lehner, Mountain View Bikes

Rex Johnston, Klickitat County

Rich McBride, Hood River County

Sharon Carter, Mount Adams Transit Service

Steve Gibson, Community Partners

Steve Gunn, SDS Lumber

Tammara Toppel, Mt. Adams Chamber

Tammy Kaufman, Insitu

Wayne Vinyard, Port of Klickitat

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Hood River Bridge Replacement Project - Conceptual EIS Schedule

Task Name	Duration	Start	Finish	2019				2020				2021				
				Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 1	Qtr 2		
1 Early Action Items																
2 ✓ Notice to Proceed	0 days	Wed 8/1/18	Wed 8/1/18													
3 ✓ Project Kick-Off Meeting	0 days	Thu 8/9/18	Thu 8/9/18													
4 ✓ Determine NEPA Lead Federal Agency	33 days	Thu 8/9/18	Mon 9/24/18													
5 ✓ Stakeholder Interviews	37 days	Thu 8/9/18	Fri 9/28/18													
6 ■ Kickoff SDEIS with FHWA/ODOT	0 days	Thu 11/15/18	Thu 11/15/18													
7 Public Involvement	519 days	Thu 11/8/18	Wed 11/4/20													
8 ↻ EIS Working Group Meetings	519 days	Thu 11/8/18	Wed 11/4/20													
18 Public Meeting #1	0 days	Thu 12/6/18	Thu 12/6/18													
19 Public Meeting #2/Public Hearing	0 days	Thu 2/6/20	Thu 2/6/20													
20 Environmental Studies	592 days	Tue 9/25/18	Wed 12/30/20													
21 Environmental Study Plan	90 days	Tue 9/25/18	Mon 1/28/19													
22 Agency Coordination/Tribal Govt-to-Govt Consult Letters	0 days	Wed 12/5/18	Wed 12/5/18													
23 Update Technical Reports	110 days	Thu 11/15/18	Wed 4/17/19													
24 Supplemental Draft EIS	195 days	Thu 4/18/19	Wed 1/15/20													
25 Final EIS/ROD	190 days	Thu 4/9/20	Wed 12/30/20													
26 Engineering	476 days	Fri 12/28/18	Fri 10/23/20													
27 ■ Set SDEIS Design Footprint	0 days	Fri 12/28/18	Fri 12/28/18													
28 Survey and Bathymetry	100 days	Fri 12/28/18	Thu 5/16/19													
29 ■ Geotechnical Investigations	125 days	Mon 11/18/18	Fri 5/8/20													
30 ■ Set FEIS Design Footprint	0 days	Mon 3/30/20	Mon 3/30/20													
31 Cost Estimate	40 days	Mon 8/31/20	Fri 10/23/20													
32 Transportation	250 days	Thu 8/9/18	Wed 7/24/19													
33 Update Traffic Analysis for SDEIS	200 days	Thu 8/9/18	Wed 5/15/19													
34 Longer-term Projections for Tolling/Revenue Study	50 days	Thu 5/16/19	Wed 7/24/19													
35 Permit Assistance	153 days	Tue 10/16/18	Thu 5/16/19													
36 ■ US Coast Guard Project Initiation Request	40 days	Tue 10/16/18	Mon 12/10/18													
37 US Coast Guard Navigation Impact Report	80 days	Tue 12/11/18	Mon 4/1/19													
38 USCG Preliminary Determination on Navigation Clearance	0 days	Mon 4/1/19	Mon 4/1/19													
39 ■ US Army Corps of Engineers Section 408 Coordination	120 days	Tue 10/16/18	Mon 4/1/19													
40 National Scenic Area Coordination	100 days	Fri 12/28/18	Thu 5/16/19													

Task

Project: HRB_Schedule_Overview
Date: Tue 10/30/18

Split Milestone Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Final EIS/ROD

Engineering

Environmental Studies

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

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DRAFT TRIBAL LETTER

OUTLINE

- I. Introduction
- II. NEPA
- III. Policy Decisions
- IV. Increase Economic Dev. Opportunities for CR Tribes
- V. Ask to participate
- VI. Conclusion

Dear XXXX,

My name is Hoby Streich, President of the Port of Hood River (“Port”) Board of Commissioners. The Port is the owner of the interstate bridge crossing between Hood River, Ore. and White Salmon, Wash. at River Mile 169.8 on the Columbia River. The bridge is over 80-years old and needs to be replaced.

The Port has just started the long process of obtaining environmental clearances for a new replacement bridge. We are required to follow the National Environmental Policy Act (NEPA) including an Environmental Impact Statement (EIS), the highest reporting standard. The U.S. Army Corps of Engineers (USACE) is also working with the Port to submit both Section 404 and 408 permit applications.

The Columbia River treaty tribes, as sovereign nations with vested interests, will participate in the review of these processes primarily due to the potential impact on the natural and cultural resources in the Columbia River Gorge. The Port understands this and has recently contracted with WSP USA to help the Port through NEPA and the permitting process. Port staff has worked with the Columbia River Inter-tribal Fish Council (CRITFC) and presented to fisheries-related work groups to increase awareness of the project. We understand and look forward to working with natural resource and tribal officials to ensure that this project minimizes or mitigates impacts on the Columbia River affecting tribal interests.

There is another reason, however, for this letter. In addition to the tribes’ permitting process, our Port is equally interested in engaging with the policy makers of the tribes to develop a deeper and more long-lasting relationship beyond the NEPA and permitting requirements.

The Port seeks to work with the Nez Perce, either individually or through CRITFC, on ways that we can develop a more lasting relationship with your government. Our Port is seeks policy-level dialogue on the future design and construction of a replacement bridge, and to discuss the economic impacts a new bridge will have on tribal members, not only in terms of improved access but bridge tolls.

Would the XXX be interested in identifying a tribal official, citizen or CRITFC representative to serve on a policy working group as a part of the bridge replacement project? This would provide the XXX an opportunity to make policy decisions along with the Port of Hood River and other local governments related to the long-term plan for bridge replacement.

Please let me know if you’d be interested in meeting with the Port to discuss this further. Representatives of the Port are more than willing to meet with key members of your governing body in Payette. My number is (xxx) xxx-xxxx if you’d like to talk about this.

Sincerely,

XXX

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Executive Director's Report

November 6, 2018

Staff & Administrative

- Commissioners are reminded to take advantage of training opportunities by November 15 provided by SDAO. Genevieve summarized the on-line and in-person classes that are available in an email on October 26.
- A draft agenda for the annual Fall Planning Session on November 20 is a discussion topic for the meeting. Fall Planning is an opportunity to spend additional time on policy matters, long-term planning and focused discussion about some key projects. Commissioners should confirm that the draft agenda reflects topics they wish to focus on.
- The Port's auditors from Pauly Rogers completed their field work October 25. They are now moving toward finishing their audit work in the next few weeks.
- Genevieve served as time keeper for the Chamber's local races Candidate Forum at the Hood River Hotel on October 30. The forum was facilitated by Nate DeVol. Candidates for Hood River City Council and mayoral positions fielded questions on City priorities (i.e., parking, affordable/attainable housing, traffic control, waterfront development) that were prepared ahead of time and from the audience. Candidates for the state house and senate races (Chuck Thomson and Chrissy Reitz, Jeff Helfrich and Anna Williams) were also in attendance and had an opportunity to speak.



Recreation/Marina

- Mt. Hood Meadows has requested an Agreement to utilize the Event Site for a second year to allow skier parking on weekends and holidays. This would again allow access to the ski area via a Meadows-operated shuttle bus.
- This year was the busiest Harvest Fest on Record with 120 Vendors. The Chamber reports record attendance. Starting Friday afternoon Lot #1 was full. Saturday and Sunday the

entire Waterfront area had all parking spots filled. There were concerns over stakes being put in the ground on the Event Site lawn and interfering with irrigation, however upon inspection by our Facility Crew it appears that there was no damage.

Daryl reports that The Gorge Marathon was also a huge success. 1,416 Participants filled the Event Site. Event coordinator Chad Sperry left the property in great shape.

- The South Basin Dock leases end Oct.31, so Marina activity is starting to quiet down. The water has been turned off.
- The last Cruise Ship stop for 2018 was last weekend. Damage has been detected on the east pilings of the dock from the Queen of the West. We are in the process of assessing the damage, and they have been contacted.
- Vandals damaged the grass at Marina Green on November 2.

Development/Property

- Work continues regarding the damaged storm line near the west end of Riverside Drive. Port staff is gathering significant historical information and creating a timeline of events. I have interviewed two civil engineering firms that may be able to assist with line assessment and identifying solutions. Terra Surveying is gathering invert elevations, inlet locations and other information about the existing line. The City is prepared to inspect the line via video camera on Nov. 2.
- Staff has prepared an application to the Oregon Ports Division “Ports Planning & Marketing Fund” for a \$17,955 grant to conduct a market analysis for Lot #1. The request pledges a Port match of \$5,985 for a total project cost of \$23,940. If approved, the work would be carried out late this year for discussion with the URA Board next year.
- Staff is preparing an in-lieu fee application for the Lower Mill wetland mitigation project. If approved, a financial payment would substitute for construction of a wetland mitigation facility. The USACE determined that this wetland was not jurisdictional in September, which is a requirement of the in-lieu program. Since that time, Schott and Associates and staff have been reworking the application and intend to submit it in early November. The estimated payment amount is \$134,000 for approximately 0.86 acres of mitigation and fill.
- Pfriem brewing has paid off both notes to the Port.
- SDIS had a property appraiser tour all Port properties on October 25th. Staff assisted with questions. This exercise will bring a 2% reduction to our property insurance premium.
- HRT Security has begun nightly patrols of waterfront properties.

Airport

- Attached is a summary of aviation fuel sales through September prepared by Tac-Aero.
- Staff met with DSL and Century West in Salem on November 2 regarding the needed wetland permits for both the Airport and Lower Mill.

- Staff met with Century West Engineering Oct. 30 to discuss coordination of final engineering plans the three north side projects. There may be a small funding gap, but the majority of the wetland mitigation will be considered reimbursable through the FAA north apron project.
- A block of mostly cherry trees may need to be removed at the east end of the airport. The block is not producing and has not been maintained or harvested for the last two years. Staff will consider contracting to remove the trees later this fall.

Bridge/Transportation

- The bridge underwater survey was completed by Solmar Hydro, Inc. on October 24. It will take some weeks for the data to be consolidated and the images to be produced.
- Painting of the bridge centerline occurred on Oct. 16. The total cost was less than \$3,000.
- John Mann attended the Heavy Movable Structures Biennial Symposium on October 22 in Orlando, Fl. Along with Paul Bandlow of SBE Engineering, John made a presentation on the post-allision lift span repairs that occurred two years ago. His summary notes from the conference are attached.
- The damaged guard rail on the approach road at the north end of the bridge has been repaired. The total cost was \$2,381. It is being handled as an insurance claim and we are seeking reimbursement from the insured party, a local contractor. This is an example of where the new security cameras were helpful in identifying the vehicle that caused the damage.
- The Port's bridge engineer, HDR, will present their findings from review of the 2-year Fracture Critical Inspection that was conducted by DEA in late August. The inspections are the responsibility of ODOT, but we always request a separate review of the inspection by our bridge engineer. This work is an important part of identifying projects and priorities for the Port's capital plan.
- Staff met with the Port of Cascade Locks (POCL) to go over the location of the tolling system hardware and the other utilities that will be needed for their planned BreezeBy integration. Legal Counsel is now looking at the Interlocal Agreement with POCL with regard to the use of the Breezeby system.
- A maintenance lift on November 2 resulting in a circuit breaker related to the crossing arm barriers being tripped. Staff overrode the circuit and successfully returned the span to the down position. The issue is being evaluated.

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2018			
Month	100LL-Island	100LL Truck	Total
January	1,204.40	N/A	1,204.40
February	1,682.00	N/A	1,682.00
March	3,358.70	799.80	4,158.50
April	3,220.40	1,368.10	4,588.50
May	0	0	0
June	0	0	0
July	5348	2704	8052
August	5678	2969	8647
September	5342	4143	9485
October	83	49	132
November	0	0	0
December	0	0	0
100LL Total	25,916.50	12032.9	37,949.40

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HMS 2018 Biennial Symposium summary

Monday

Monday was our meet and greet. Paul Bandlow introduced me to people he thought could provide information about our bridge in particular. I collected business cards like candy on Halloween and spoke with everyone I was introduced to in order to understand how they could be of help. My goal was to see all presentations which had similarities to our bridge operation or the path we are headed for a new bridge.

Tuesday

Tuesday; My first presentation was about an emergency repair of the Seabrook Bascule Bridge. It was a trunnion and link pin replacement and the most interesting part was how they lifted the counter weights and cables in order to make the repair of the failed pin. Very similar to how our bridge is set up and exactly what we would have had to do if the diesel fuel had not worked to clean the trunnion journal.

9:20 We presented Hood River Bridge- Unique Solutions to Interesting Problems., our possible allision and the path to solving the rough operation of our bridge. I presented the background for the bridge and its description while Paul Bandlow gave the presentation about the repairs. We answered questions until our time was up at the end of the presentation.

10:30; The A11 Bascule Bridge Construction

11:30; Hydraulic Power Trends

1:50; Machinery Repairs to Maintain Operation of an 1890's Swing Bridge.

2:50; We presented Hood River Bridge- Unique Solutions to Interesting Problems. I was much more comfortable this time than the first.

3:55; Mitigation of Cracks in Sheave Trunnions of the Burlington Bristol Bridge.

4:45; The Sarah Mildred Long Railway/Highway Bridge

On Tuesday I earned 8 PDH credits.

Wednesday

8:30: Span Drive Vibration at Hood Canal Bridge. This was a very interesting presentation about the Hood Canal draw bridge. It's a floating bridge and the dynamics of the repair were very interesting.

9:20; Emergency Replacement of Tower Drive Vertical Lift Bridge. This is very similar to the work being performed on our bridge with the skew contract.

10:30; Two Unique Bridges. The Gut Bridge and the Johnson Street Bridge.

11:25; 92nd Street Bridge. Construction of a new lift span bridge.

1:50; Structural Health Monitoring for Maintenance and Operation. I spent an hour with the presenter Nathan Dubbs PHD, PE. at dinner talking about our bridge and how we could apply his technique for staying on top of our bridge maintenance.

2:40; Aligning Span Drive Machinery Open Gearing on a New Rolling Lift Bridge.

3:55; Strauss Heel Trunnion Operating Pin Repair. Same set up as our bridge. Very interesting.

4:45; Accelerated Construction Technique: Tamiami Canal Bridge replacement. This is the type of path we would need to take should we have a catastrophic problem with our bridge which could not be repaired.

On Wednesday I earned 6 PDH credits.

Thursday

8:30; Obtaining Acceptable Load Sharing & Gear Action without a differential.

9:20; Selection Criteria for Bearing and Housings in Heavy Movable Structures.

10:35; Motor Upsizing. This was interesting because we are actually downsizing our motors in our Skew contract.

11:25; Electrical and Control Solutions for remote operation of Railway Bridges.

On Thursday I earned 3 PDH credits.

Final Summary: My affiliation with SBE and always having an engineer I could ask questions of sitting right next to me made it one of the most interesting and educational conferences I have ever been involved with. Stafford Bandlow gave 8 of the presentations. The presentation about our bridge was certainly one of the best received. We engaged people and there were many questions after each of our presentations which both Paul and I answered. Being part of the SBE organization certainly opened doors of communication for me that would have been difficult to open without them. They included me in everything and introduced me to everyone which made it a great learning experience as well as making great connections that could help us problem solve in the future.

I received 17 credits for the training just as all the engineers received for the conference. I took the tests that were provided for all the participants from NYDOT which only they had to take in order to receive the credits. I wanted to be sure I got the same understanding as they got and know for myself that I had a good understanding of what had been presented.

I want to thank the Port of Hood River for the opportunity to attend this conference. It was a great experience speaking in front of a few hundred people about our bridge couple times and will certainly help me do so again in the future. SBE and myself answered questions throughout the conference about our bridge so we know people were engaged in our topic.

A very worthwhile conference and it could apply more as our bridge ages or if we start down the path of new bridge construction.

John Mann

Port of Hood River

Facilities Manager

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Port of Hood River

MARINA COMMITTEE MEETING MINUTES

Thursday October 18, 2018 – 8:00 a.m. Port Conference Room

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

Present-

Committee Members: Steve Carlson, Josh Sceva, Shawn Summersett, Ted Lohr, Lisa Bloomster, Jason McCormick *Port Staff:* Daryl Stafford

Absent:

Port Staff: John Mann, Michael McElwee, Ted Lohr, Steve Tessmer

The meeting was called to order at 8:00 by Daryl Stafford

Additions to Agenda: None

Dock walk reports

A Dock- Josh Sceva: Docks look great after power washing and cleats have been tightened.

B Dock- Steve Carlson: Slip #123 power cord not compliant.

C Dock- Lisa Bloomster: Dock Lockers to be removed, still some trash on fingers. Lisa recommended contacting owners to remind them they need to be removed.

South Basin- Shawn Summersett: Boats clearing out, possible configurations for next season.

Marina Manager Report: Daryl Stafford

- HRYC Restroom design for ADA compliance update.
- Extended lease for Peter Arpag approved by Michael McElwee.
- Possible Liveaboard update on A dock situation and others that have been climbing the ramp. Sheriff has been contacted and trespassing charges will be filed if violator attempts to get in.
- Crane Out recommendation to set up a schedule for future requests so that there isn't a conflict with cruise ships. Plans to work with HRYC to coordinate.
- 2018 Rate Comparisons & 2019 Rates charts were shared. Marina 6% moorage increase suggested by CFO.
- Current Waitlist Information- Overall 68 people currently waiting for slips.
- Sublease Terms- discussion regarding liability for tenants, Staff needs to make them aware when we initiate a sublease.
- Marina was approved as a "Clean Marina" for 2018. Details were shared.

Discussions Topics

- **Spring Clean Up-** Josh Sceva: Idea to plan clean up party for next spring around the Perimeter of basin and Yacht club. Jason asked if facility crew could tame blackberry bushes around HRYC fence. Landscaping requests to Facility and CFO for minor improvements around HRYC building such as river rock and drought tolerant plants. Removal of cat box was unanimous.
- **Nichols Basin-** Josh Requested Launching corridor for Frog Beach for SUPs, Windsurfers and canoes. Signage to indicate so people don't set up tents in the way, better safety for all.

- **Marina Committee Meeting Schedule-** Quarterly rather than monthly meetings seemed to be better for everyone and agreed upon. If planning emergency sessions are needed meetings will be planned accordingly.
- **Boat Ramp and Guest Dock Conceptual Designs from OSMB-** Port Staff has been working with the OSMB towards future plans to redesign or replace the existing Boat Ramp and Guest Dock. The OSMB submitted conceptual designs broken into four Projects for review and comment. The Committee had several questions and feedback regarding the various designs. A summary of the conversation led to some Pros and Cons:
 - Pros-
 - Longer Ramps for launching
 - Upgraded docks
 - Better slip designs for larger boats for overnight moorage
 - New Guest Dock Location would work well with prevailing winds
 - Cons-
 - Site Demolition Plan doesn't use any of the existing structural pilings that are currently in place
 - Not enough space in new designs for small boat daily tie up and boarding
 - Cost of project versus ROI
 - Loss of the long Pier parallel tie up

The designs are extremely preliminary and in the early stages. Mr. Glossop has been invited to come meet with Staff and the Committee in early 2019 to collaborate and move forward with design alternatives.

- **2019 Rules and Regulations-** During the last 2 meetings changes to the current regulations have been discussed. Proposed changes were then emailed and then reviewed again by the Marina Committee. The committee agreed and voted yes for all of the recommended changes to the current Rules and Regulations. They will be submitted to the Commissioners for approval. Topics included:
 - Requiring Current State Registration of boats in the Slip Holders Name. Failure or inability to provide satisfactory documentation puts lessee in violation of their agreement that may result in loss of moorage privileges and termination.
 - Recommended Charging \$25 for changes on the Betterment list to cover Admin costs.
 - Dock Storage- Lockers are no longer permitted. Dock boxes are okay as long as they fit in the perimeter if the original dock triangle and do not exceed 36" in height. Those who do not comply are in violation of their lease.
 - Subleasing- Terms changed from 12 months to 6 months. Several tenants sublet 12 months annually, never having their own boat in the slip. Subleasing risks to tenants were discussed. A charge of \$25 for each additional sublease after the initial sublease was recommended.
 - Recommended Requiring Vessel owners to demonstrate the seaworthiness of their vessel at any time. Safety concerns have been voiced over derelict boats and boathouses. Upon request vessel owner must grant permission for an on-board inspection by Port Staff or person under Port Staff directive for the purpose of determining compliance with applicable Marina regulations and policies.
 - Add guidelines for sale of boathouses.

Prepared by: Daryl Stafford

Commission Memo



Prepared by: Anne Medenbach
 Date: November 6, 2018
 Re: Lower Mill Dirt Haul

The Lower Mill Dirt Haul project entails moving 20,000 CY of wood waste and soil from the Lower Mill lot 902 to the undevelopable east side of the airport.

In 2015, the Port excavated 20,000 CY of non-structural fill out of the former Hanel Mill site. This material has been tested and the DEQ-approved ABCA plan is to sort out large wood, metal and rock and use the remaining soil as an agricultural amendment. The Port sorted the fill before it was placed in its current location and all metal, large wood, and large rock has been removed. The remaining soil will be placed at the airport. Removal of the fill will allow for development of Lower Mill lot 902.

Staff went out to bid for the haul and placement of the fill on September 24th. Bids closed on October 25 and the nine bids received are listed below.

Company	Bid
Groat Brothers Inc.	\$133,400
JAL Construction	\$169,638
James Dean Construction	\$196,840
Nutter Corporation	\$227,880.22
Crestline Construction LLC	\$248,360
Conway Construction	\$280,180
Tapani Corp.	\$297,560
Mission Construction	\$379,316
Beam Excavation	\$572,863

Groat Brothers Inc. is a haul company based in Woodland, WA and has several references. Groat Brothers explains their lower bid is the result of their specialized and larger haul equipment used exclusively for hauling. They only do haul/place jobs such as this and are very competitive. They are the lowest responsive and responsible bidder for this project. An Intent to Award letter was issued on Friday, October 26th.

RECOMMENDATION. Approve contract with Groat Bros., Inc. for the Lower Mill Dirt Haul and Placement project in an amount not to exceed \$133,400.00.

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**PORT OF HOOD RIVER
PUBLIC IMPROVEMENT CONTRACT**

This Contract entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, ("PORT") and **Groat Brothers, Inc.** ("CONTRACTOR"), shall become effective when this Contract has been signed by both parties and the Port has issued to CONTRACTOR a Notice to Proceed with the Work.

WITNESSETH:

WHEREAS, CONTRACTOR, having examined the Work site and become familiar and satisfied with conditions, has submitted an acceptable bid to haul approximately 20,000 CY of fill from the Lower Mill in Odell to the Ken Jernstedt Airfield in Hood River, hereby known as the Lower Mill Dirt Haul and Placement project on PORT property in Hood River and Odell, Oregon 97031 ("Work"); and,

WHEREAS, the parties hereto desire that this Contract be undertaken and completed on the terms and conditions as hereafter set forth;

THEREFORE, IT IS AGREED AS FOLLOWS:

Terms of Performance

CONTRACTOR agrees to perform the described Work and provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to complete the Work at the designated location in accordance with all terms specified in the Contract Documents, which by this reference are incorporated herein, including the following:

- A) Invitation to Bid
- B) Bidding Instructions
- C) First-Tier Subcontractor Disclosure Form
- D) Bid Form/Bid Schedule
- E) Bid Bond
- F) Performance Bond
- G) Payment Bond
- H) Certificate of Insurance
- I) General Conditions of Public Works Contracts
- J) Special Provisions
- K) Notice of Intent to Award
- L) Notice to Proceed
- M) Payment of Prevailing Wages Rates
- N) Drawings prepared for/or issued by PORT
- O) Specifications prepared for/or issued by PORT
- P) All affidavits and certifications submitted by CONTRACTOR as part of CONTRACTOR's Bid Documents, which affidavits and certifications CONTRACTOR agrees will remain effective throughout the term of this Contract.

Contract Price:

Subject to the provisions of all Contract Documents and in consideration of the faithful performance of the terms and conditions thereof by the CONTRACTOR, PORT agrees to pay CONTRACTOR **\$133,400.00** in the manner and at the times provided in the Contract Documents. The Contract price is for completing the Work. No alternates are included.

Contract Dates:

Project Start Date: November 12, 2018
Substantial Completion: April 4, 2019
Final Completion: April 11, 2019 (109 working days)

Liquidated damages

If the CONTRACTOR fails to complete the Work within the time specified or within any extension of time agreed to by both parties in writing, CONTRACTOR shall pay liquidated damages of \$250.00, for each day of delay beyond the completion day identified above. (If no dollar amount is specified this paragraph shall not apply to this Contract.)

Representatives

Unless otherwise specified in the Contract Documents, the Port designates Michael McElwee, as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters relating to performance, payment, authorization, and to carry out the responsibilities of the Port. Contractor has named _____ its Authorized Representative to act on its behalf.

Integration

The Contract Documents and this Contract constitute the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Contract on _____,
20__.

**GROAT BROS., INC.
CONTRACTOR**

By _____

Its _____

PORT OF HOOD RIVER

By Michael S. McElwee _____

Its: Executive Director _____

Commission Memo

Prepared by: Genevieve Scholl
Date: November 6, 2018
Re: SDIS Oregon Preventative Maintenance Policy



The Port participates in the Special Districts Insurance Services (SDIS) through the Special Districts Association of Oregon (SDAO). Annually, SDIS issues recommends Best Practices to all member districts each year, with an opportunity to receive a discount on insurance premiums. This year's focus is preventative maintenance policies for buildings.

The attached Port Resolution 2018-19-2 adopts a Preventative Maintenance Policy closely modeled on the SDIS recommended policy. The Port Properties and Facilities managers have both reviewed the policy and provided input. Adoption of the policy before November 14, 2018 the Port for a 2% discount on our 2018-19 general liability, auto liability, and property insurance premiums.

RECOMMENDATION: Approve Resolution 2018-19-2 adopting a preventative maintenance policy for Port-owned buildings.

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PORT OF HOOD RIVER**Resolution No. 2018-19-2****RESOLUTION ADOPTING PREVENTATIVE
MAINTENANCE POLICY****PURPOSE**

WHEREAS the Port of Hood River Commission and staff are committed to practice the highest standards of stewardship of Port-owned properties; and

WHEREAS the Port of Hood River participates in the Special Districts Insurance Services (SDIS) Best Practices program which provides an opportunity for special districts to earn an annual discount on insurance rates; and

WHEREAS the SDIS Best Practices recommendations for this year include the adoption of a Facilities Preventative Maintenance Policy;

THEREFORE, BE IT RESOLVED that the Port of Hood River Board of Commissioners hereby adopts the Port Properties Preventative Maintenance Policy attached as Exhibit A as the Port of Hood River Ethics Law Policy.

ADOPTED by the Port of Hood River Board of Commissioners on this 6th day of November, 2018.

Hoby Streich, President

Brian Shortt, Vice President

John Everitt, Secretary

Ben Sheppard, Treasurer

David Meriwether, Commissioner

EXHIBIT A

Port Facilities Preventative Maintenance Policy

Purpose

To define clear expectations for the preventative maintenance of Port buildings. This policy will include critical areas to be inspected and a schedule of when to conduct these inspections. The Port will decide who will conduct these inspections and provide training as necessary.

Schedule

Port buildings will be inspected throughout the year that will include monthly, quarterly and during inclement weather.

Monthly – Monthly inspections will be conducted by maintenance personnel. This inspection should be comprehensive and documented. The district will provide a checklist of items that should be viewed. Any recommendations will be made to the District Manager.

Quarterly – The safety committee will conduct quarterly inspections of the buildings per OR-OSHA Rule 437-001-0765 (7). Once they have completed their inspections, these should be compared to the monthly inspections. Any recommendations will be made to the District Manager.

Inclement Weather – When the district is aware of a forecasted storm, the maintenance staff will conduct a preventative inspection to make sure the facilities are ready. Once the storm has passed, the maintenance staff will conduct another inspection to identify any damage or repairs that need to be made. Any recommendations for repairs will be made to the District Manager.

Building Maintenance

The following areas should be looked at during the documented inspections:

Outdoors

- Roof
- Gutters/Scuppers
- Downspouts - direct water away from the building
- Doors/Seals/Caulking
- Exterior Wall conditions/Holes/Paint/Siding
- Exterior Lighting/Cameras
- Parking Lots/Light Poles
- Emergency Backup Generators
- Vegetation trimmed away from buildings
- Foundation
- Combustibles away from buildings
- Exposed Piping

Indoors

- Emergency Lighting
- HVAC System/Filters/Batteries in Thermostats
- Water Intrusion/Moisture Issues
- Storage Areas
- Interior Wall Conditions
- Electrical Panels
- Attics

Training

The district will conduct annual training for staff that includes refreshing staff of items to be viewed or any new buildings or conditions they should be aware of. Refresher training should occur if a property claim is filed.

Property Maintenance Checklist

Date of Inspection: _____ **Inspected by:** _____

General:	OK	FIX	N/A	Comments
Emergency Procedures available				
SDS binders are up to date and available				
Map for emergency shut off locations for water, gas, etc. is posted				
All fire extinguisher inspected and serviced				
Fire alarm, smoke detectors, etc. have been tested				
Boiler, elevator, alarm permits are current and posted				
Back flow inspections are current				
Lock out tag out devices are onsite				
Emergency contact numbers posted				
First aid kits are available and properly stocked				
Personal protection equipment is available				

Custodial:	OK	FIX	N/A	Comments
Hand trucks, chair dolly's available/good condition				
Ladders are in good condition and secured				
Flammable products are stored in fireproof cabinets				
Hand tools and power tools are in good condition				
Appropriate container is available for oily rags Clean and dirty rags are clearly marked				
Wet floor signs are available				
Secondary containers are properly labeled				

Parking lots, grounds and athletic fields:	OK	FIX	N/A	Comments
Sidewalks and parking lots free of trip hazards				
Parking lot surfaces are adequate				
Parking lot light timers are adjusted properly				
All exterior signage is in good condition				
Security cameras cleaned, adjusted and operating				
All exterior lighting in working condition				
Bushes/trees have been trimmed away from facilities and exterior lighting				

Roofs:	OK	FIX	N/A	Comments/WO
Check roof for damage				
Roof drains, down spouts are clear of debris				
Moss problems have been treated				
Roof access ladders are securely mounted				

Offices	OK	FIX	N/A	Comments
All spaces are adequately lit and in good repair				
Power strips are UL listed and in good repair				
Electrical outlets within 4' of sinks are GFCI protected				
Extension cords are only used for temporary use				
Cords have been checked for grounding plugs				
Portable heaters have tip over switches and are not near flammable products				
Overhead storage is secured and stable				

Restrooms:	OK	FIX	N/A	Comments
Flooring is in good condition and clean				
All plumbing fixtures are in good condition				

Storage, mechanical, boiler rooms:	OK	FIX	N/A	Comments
Insulation material around piping is in good condition				
Electrical panels are accessible				
All electrical junction boxes have covers				
Water heaters are accessible				
Pressure release valve on water heaters works				
Filters have replaced in HVAC equipment				
Roof hatches work and can be secured				

Inclement weather preparation:	OK	FIX	N/A	Comments
Ice melt and snow removal equipment is available				
Check with Operations if HVAC system is set for cold weather conditions				
Shut off water to unheated out buildings				
Remove all exterior hoses from hose bibs				
Roof drains and storm drains are clear				

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Commission Memo



Prepared by: Genevieve Scholl
Date: November 6, 2018
Re: Nomination to Urban Renewal Agency Board

David Meriwether is one of two Commissioners representing the Port of Hood River on the Urban Renewal Agency Board. Meriwether's current term will expire December 31, 2018 and he has indicated his willingness to serve for another two-year term.

Formal action is required to either reaffirm Davies or nominate another Commissioner for a two-year term ending December 31, 2018. The nomination will then be forwarded to the Hood River City Council requesting that they approve the appointment at their first meeting in December.

Commissioner Hoby Streich also represents the Port on the URA Board. His term expires December 31, 2019.

Staff recommends approval of the nomination of Commissioner Meriwether to the Urban Renewal Board Agency.

RECOMMENDATION: Approve nomination of David Meriwether to the Urban Renewal Agency Board for a two-year term ending December 31, 2020.

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Commission Memo



Prepared by: Daryl Stafford
Date: November 6, 2018
Re: Marina Rates for 2019

Initially, in 2014, the Port moved away from annual CPI increases to set moorage rates in an effort to bring the Marina closer to being self-sustaining. To do this, the Port instead embarked on annual increases of 6% to close the deficit that the Marina was exhibiting, spread over several years to reduce the immediate impact to the Marina tenants. Although the Marina exhibited a positive cashflow after debt for the fiscal year ending June 30, 2018, it was not enough to cover the capital improvements made at the Marina. Although capital improvements vary from year to year, staff's recommendation is to increase rates one more year at 6% to build enough cashflow to accommodate minor capital improvements that occur from year to year. The budget for 2019 depicts a positive cashflow from operations, which includes a 6% rate increase.

Special Assessments that correspond with the Marina Electrical and Boathouse Dock Replacement projects will remain the same for 2019:

- Marina Tenants: \$442.55
- Boathouse Tenants: \$1,650.77

The bond covenant to repay the Marina electrical project debt will run until 2028 and the Boathouse Dock Replacement debt will be assessed until 2023.

The current moorage billing schedule has payment due 90 days from billing date (January 1) and any unpaid accounts at 120 days are considered in default. This results in tenants who have been in their slip for four months without paying and increased administrative costs during an already busy time of the season. The intent of this change is to concentrate staff collections efforts to a single fiscal quarter.

Staff recommend the following Marina moorage changes effective January 1, 2019:

- Increase slip, boathouse, and float plane rates by 6%.
- Change Moorage terms for full payment due within 60 days of the billing date as identified on statement. A \$35 late fee will apply to any payment after 60 days, and every month thereafter. Tenants who have not made payment after 90 days are considered in default and delinquent procedures take effect at that time.

RECOMMENDATION: Approve 2019 Moorage rate and revised payment schedule.

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PORT OF HOOD RIVER
MARINA REVENUES AND EXPENDITURES

	Actuals						Budget		% %
	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19			
Operating Revenues									
Moorage - Including subleases	\$ 155,171	\$ 157,356	\$ 175,341	\$ 185,313	\$ 194,337	\$ 196,000			
Special Assessment	87,031	87,031	87,031	87,031	83,619	85,200			
	242,202	244,387	262,372	272,344	277,956	281,200			82%
Utility Service fee (\$5 Base Electricity, Water, Garbage)			5,334	15,014	10,161	20,000			3%
Electric Reimbursement	14,731	10,079	16,385	27,203	19,684	23,900			6%
Miscellaneous	11,105	11,536	20,007	20,485	22,554	17,500			7%
Grant	6,100	6,244	7,050	14,011	8,425	7,050			2%
Operating Revenues	274,138	272,246	311,148	349,057	338,780	349,650			100%
Operating Expenses									
Labor, taxes and burden	121,727	128,431	123,977	134,317	136,701	132,800			42%
Electric, water and garbage	11,007	18,300	23,540	31,361	27,056	34,000			8%
Insurance	13,547	14,681	15,053	12,709	7,473	10,200			2%
Maintenance	23,110	15,371	19,729	28,789	29,505	29,000			9%
Miscellaneous	9,214	15,287	12,158	11,121	11,658	15,000			4%
Security/IT	3,121	5,491	3,547	5,115	4,699	6,000			1%
Professional Services	1,194	10,131	11,764	5,675	8,566	10,000			3%
Legal	6,876	5,298	2,551	2,369	2,080	6,000			1%
Operating Expenses before 2010 Flexlease Debt	189,796	212,990	212,319	231,456	227,738	243,000			70%
Debt Service - 2010 Flexlease	24,261	23,901	28,425	27,820	27,515	27,700			8%
Debt Service - 2013 Flexlease	83,397	65,996	70,112	69,076	69,088	69,000			21%
Operating Expenses before Capital Outlay	297,454	302,887	310,856	328,352	324,341	339,700			100%
Net Cashflow before Capital Outlay	(23,316)	(30,641)	292	20,705	14,440	9,950			
Capital Outlay	376,903	98,544	10,973	45,924	22,374	79,000			

**MARINA MOORAGE RATE SCHEDULE
EFFECTIVE JANUARY 1, 2019**

Payment Terms						
	2014	2015	2016	2017	2018	2019
	Rate	Rate	Rate	Rate	Rate	6% increase
Moorage Rates - Slips and Boat Houses*						
<u>Moorage Slips - Boats 30 Feet and Under</u>						
Annual Rate - Boats Under 30 Feet	\$ 818.00	\$ 919.71	\$ 974.89	\$ 1,033.38	\$ 1,095.38	\$ 1,537.93
Annual Rate for C Dock Eastside - Boats Under 30 Feet	\$ 928.00	\$ 1,043.39	\$ 1,105.99	\$ 1,172.35	\$ 1,242.69	\$ 1,685.24
Annual Rate for C Dock South - Boats Under 30 Feet	\$ 869.00	\$ 977.06	\$ 1,035.68	\$ 1,097.82	\$ 1,163.69	\$ 1,606.24
<u>Moorage Slips - Boats Over 30 Feet</u>						
Annual Rate - \$2.51/FT?MO	\$ 2.37	\$ 2.51	\$ 2.66	\$ 2.82	\$ 2.99	\$ 445.54
Annual Rate for C Dock South - \$2.66/FT/MO	\$ 2.51	\$ 2.66	\$ 2.82	\$ 2.99	\$ 3.17	\$ 445.72
<u>Floatplane Slips - Transient Floatplane Moorage NOT Available</u>						
Annual Rate - Minimum \$850 plus increase	\$ 783.00	\$ 901.60	\$ 955.70	\$ 1,013.04	\$ 1,073.82	\$ 1,073.82
<u>Boathouse Slips</u>						
Annual Rate - \$1.08/SQ. FT/YR	\$ 1.02	\$ 1.08	\$ 1.15	\$ 1.22	\$ 1.29	\$ 1,650.77
<u>Visitor Dock Fee Schedule</u>						
<i>Length</i>	Ovenight	Guest Rate				
0 - 25 Feet	\$ 10.00	3-day limit for "trailerable" boats under 26 feet in length				
26 - 35 Feet	\$ 12.00	10-day limit for non-trailerable" boats over 26 feet in length				
36 - 50 Feet	\$ 15.00					
51 - 75 Feet	\$ 20.00					
Over 75 Feet	\$ 50.00					
<u>Seasonal Moorage Lottery</u>						
6 Slips available for under 20' May-October	\$ 750.00					
<u>Shell Dock Storage</u>						
6 Racks available annual lease August - July	\$328					

Commission Memo



Prepared by: Daryl Stafford
 Date: November 6, 2018
 Re: T-Hangar Rates for 2019

Starting in 2018, T-Hangar rates have aligned with the Marina increases of 6% annually. Marina tenants have seen a 6% increase for years 2015 through 2018. There are currently 21 names on the T-Hangar Wait List and two placements have been made since January 2018.

Staff is recommending a 6% increase in 2018 T-Hangar rates and will develop a plan for Commission review that will depict the increase necessary over the next several years. The plan will include the build-out of additional hangars at the airport and the rates that will be necessary to cover the costs of development. By approving next year's rates at this meeting, staff will be able to provide T-Hangar tenants with more than 30 days notification.

Hangars	<u>2019 Proposed Annual Rate: 6% Increase</u>
A	\$3,065 - an increase of \$174 from 2018 rates
B	\$3,267 - an increase of \$185 from 2018 rates
A	\$3,616 - an increase of \$205 from 2018 rates

RECOMMENDATION: Approve increase of 6% to T-Hangar lease rates at the Ken Jernstedt Airfield for calendar year 2019.

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**PORT OF HOOD RIVER
AIRPORT REVENUES AND EXPENDITURES**

	<u>Actuals</u>			<u>Budget</u>	
	<u>FY 2015-16</u>	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>%</u>
<u>Operating Revenues</u>					
Leases	\$ 169,124	\$ 175,581	\$ 173,292	\$ 186,500	90%
Utility Reimbursement	10,257	15,150	12,819	14,700	7%
Tax Reimbursement	5,088	3,742	3,772	5,000	2%
Other	-	1,392	500		
<i>Operating Revenues</i>	<u>184,469</u>	<u>195,865</u>	<u>190,383</u>	<u>206,200</u>	100%
<u>Operating Expenses</u>					
Labor, taxes and burden	75,020	83,877	129,531	152,700	74%
Utilities	28,925	37,068	34,775	34,000	16%
Insurance	8,049	8,129	9,128	10,000	5%
Maintenance	53,322	54,085	38,066	50,000	24%
Miscellaneous	6,070	3,615	15,673	15,000	7%
Professional Services	20,482	70,308	21,779	40,000	19%
Property Taxes	5,087	3,703	3,751	6,000	3%
<i>Operating Expenses</i>	<u>196,955</u>	<u>260,785</u>	<u>252,703</u>	<u>307,700</u>	149%
<i>Cashflow before Capital Outlay</i>	<u>(12,486)</u>	<u>(64,920)</u>	<u>(62,320)</u>	<u>(101,500)</u>	
<u>Other Resources</u>					
Grant	61,377	191,011	1,288,808	1,057,300	
<i>Capital Outlay</i>	<u>\$ (76,139)</u>	<u>\$ (300,438)</u>	<u>\$ (1,993,951)</u>	<u>\$ (1,606,300)</u>	
<i>Net Other Resources</i>	<u>(14,762)</u>	<u>(109,427)</u>	<u>(705,143)</u>	<u>(549,000)</u>	
<i>Net Cashflow</i>	<u>(27,248)</u>	<u>(174,347)</u>	<u>(767,463)</u>	<u>(650,500)</u>	

PORT OF HOOD RIVER
Schedule of T-Hangar Rates
For the Year 2018

Airport	Phone		Rate Annual	Monthly
Corvallis	541-766-6783	Small	\$ 1,992.00	\$ 166.00
Corvallis		Medium	\$ 2,196.00	\$ 183.00
Hillsboro Twin Oaks	503-522-8952	Small	\$ 3,360.00	\$ 280.00
Hood River		Small	\$ 2,891.00	\$ 240.92
Hood River		Medium	\$ 3,082.03	\$ 256.84
Hood River		Large	\$ 3,411.25	\$ 284.27
Madras Municipal	541-475-4899		\$ 1,800.00	\$ 150.00
Prineville	541-416-0805		\$ 2,880.00	\$ 240.00
Sisters	541-719-0602		\$ 4,440.00	\$ 370.00
The Dalles	509-767-2272	Small	\$ 3,420.00	\$ 285.00
The Dalles		Large	\$ 6,000.00	\$ 500.00
Troutdale Hangar City	503-223-7667	Small	\$ 3,420.00	\$ 285.00
Troutdale Hangar City		Medium	\$ 4,716.00	\$ 393.00
Troutdale Hangar City		Large	\$ 5,184.00	\$ 432.00
Vancouver Pearson	360-487-8619	Small	\$ 3,960.00	\$ 330.00
Vancouver Pearson		Medium	\$ 5,352.00	\$ 446.00
Walla Walla	509-525-3100	Small	\$ 1,762.80	\$ 146.90
Walla Walla		Medium	\$ 2,169.60	\$ 180.80

Average: \$ 3,446.48

Hood River 2018	A Hangar	\$ 2,891.00
	B Hangar	\$ 3,082.03
	C Hangar	\$ 3,411.25

Hood River 2019	A Hangar	\$ 3,064.46
	B Hangar	\$ 3,266.95
	C Hangar	\$ 3,615.93