



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, March 19, 2024

Port Conference Room

1000 E. Port Marina Drive, Hood River

1. **Call to Order** – 5:00 PM
2. **Executive Session** – Recess Regular Session and go into Executive Session pursuant to ORS 192.660(2)(h) to consult with counsel concerning the Port’s legal rights and duties with regard to current litigation or litigation likely to be filed.
 - a. Rapid Readymix Bankruptcy (*Written Comment Pg. 173*)

Media representatives are not to report on or otherwise disclose any of the deliberations during the executive session. Final actions or decisions on these matters will be made during the regular session.
3. **Reconvene Regular Session** – 5:30 PM
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit)
 1. David Koebel, Proposed Hangars at the Ken Jernstedt Airfield (*Written Comment Pg. 3*)
4. **Consent Agenda**
 - a. Approve Minutes from the February 20, 2024 Regular Session (*P. Rosas, Pg. 7*)
 - b. Approve Amendment No. 5 to Contract with HNTB for Consulting Services Related to Bridge Replacement (*K. Greenwood, Pg. 11*)
 - c. Approve Authorization to Enter into Welding Contracts Not to Exceed \$100,000(*R. Klapprich, Pg. 19*)
 - d. Approve Listing Agreement for Real Estate Services (*G. Hagbery, Pg. 21*)
 - e. Approve Res. No. 2023-24-13 adopting Toll Policy for the Hood River Bridge(*D. Smith-Wagar, Pg. 37*)
 - f. Approve Res. No. 2023-24-14 Appointing John Benton, Larry Brown, and Bonifacio Romero to the Budget Committee (*D. Smith-Wagar, Pg. 45*)
 - g. Approve Accounts Payable to Campbell Phillips in the Amount of \$1,260.00 (*D. Smith-Wagar, Pg. 49*)
5. **Informational Reports**
 - a. Bridge Replacement Project Update (*M. Shannon, Pg. 53*)
6. **Presentations & Discussion Items**
 - a. RV Park Feasibility at Lower Mill Site (*K. Greenwood, Pg. 63*)
 - b. Waterfront Development/Commercialization Discussion (*D. Stafford, Pg. 65*)
7. **Executive Director Report** (*K. Greenwood, Pg. 73*)
8. **Commissioner, Committee Reports**
9. **Action Items**

- a. Approve Halyard Facility Repairs (*G. Hagbery, Pg. 85*)
- b. Approve IGA with HRWSBA to Establish Terms and Conditions for Services (*K. Greenwood, Pg. 107*)
- c. Approve MSA/Work Order No. 1 with WSP for Owners Rep Services related to Lot 1 (*K. Greenwood, Pg. 135*)
- d. Purchase Agreement with Mt. Hood Railroad (*G. Hagbery, Pg. 161*)
- e. Approve Entering Into Negotiations with SUM Design Studios for Architectural Services (*K. Greenwood, Pg. 171*)

10. Commission Call

- a. Upcoming Meetings:
 1. Spring Planning – April 9
 2. Regular Session – April 23
 3. Budget Committee Meeting – May 7

11. Confirmation of Commission Directives to Staff

12. Adjourn

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

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

From: [david koebel](#)
To: [Port of Hood River Info](#)
Subject: proposed hangars at the Hood River airport
Date: Thursday, March 7, 2024 12:07:55 PM

Commissioners

I think the idea of land lease income from new hangars at the airport is wonderful. I have an issue with the placement, however.

The development is listed as "aircraft storage, no patrons or employees", and specifically states the existing parking area is not part of the proposal. Why, then, are the hangars being built on the most visible, public-accessible section of the north ramp?

Moving the FBO building from the south ramp to the north ramp has been in the Airport Master Plan for at least 30 years. Eight years ago Tac Aero proposed a development with a new FBO building on the NW corner of the newly paved ramp (Connect 6 grant) adjacent to the parking area and accessed from Air Museum Drive, with maintenance and storage hangars arranged to the east/south east with ramp access but little parking. This made total sense then, as it does now. An FBO with a flight school relies primarily on car access for students and renters. Visibility is very important.

I would suggest that the hangars be built instead along the Jeannette rd side of the ramp (see attached). Parking is not needed, so the hangars could be pushed as far to east as the code will allow. This would then preserve the best building sites for publicly accessed businesses which might require parking, etc.

As an aside, the city of Madras built a beautiful FBO building at their airport which serves a multitude of functions. The city sold some airport land and got a grant to build the building. With federal funding now available for buildings, it is totally reasonable that The Port could build a new building in the near future to serve as a new gateway to the airport (and the city). The NW corner of the ramp would be the absolute best place for this.

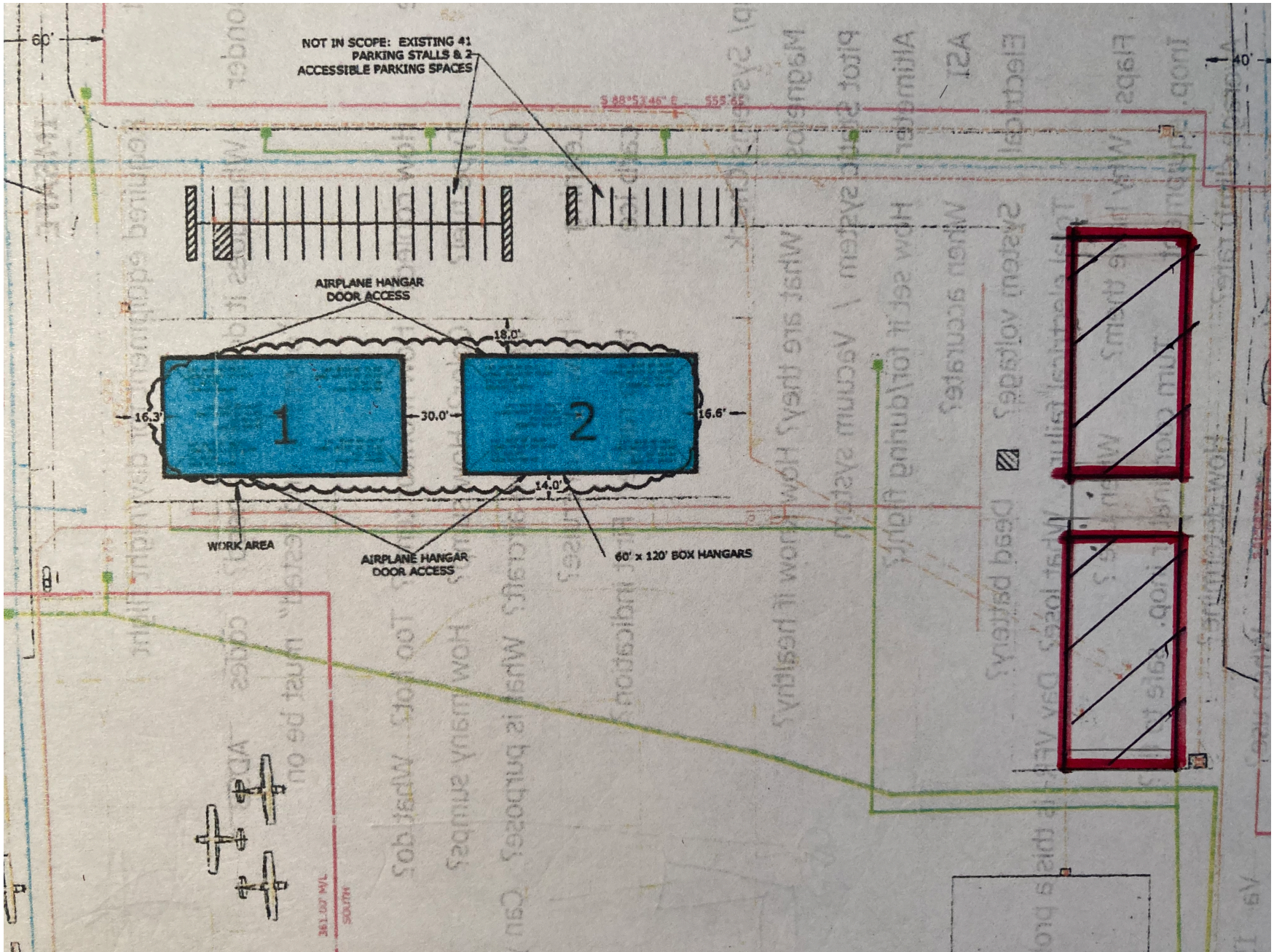
Large hangars built there would remove this advantage forever.

Thank you

Dave Koebel

Hood River pilot for 35 years, instructed there for 10 years, currently working as a Designated Pilot Examiner at the pleasure of the FAA

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

Regular Session

PRESENT: Commissioners: Kristi Chapman, Ben Sheppard, Mike Fox, and Tor Bieker. **Staff:** Kevin Greenwood, Debbie Smith-Wagar, Greg Hagbery, Daryl Stafford, Ryan Klapprich, and Patty Rosas. **Legal Counsel:** Ashleigh Dougill **HNTB:** Michael Shannon **Guests:** Dale Orgain; Mindy Sanders; Amy Schlappi, Columbia Area Transit; Kristen Godkin, Art of Community.

ABSENT: Heather Gehring

MEDIA: None

1. CALL TO ORDER: President Kristi Chapman called the meeting to order at 4:59 p.m.

- a. **Introduction of Ashleigh Dougill, Beery Elsner & Hammond** – Kevin Greenwood, Executive Director, introduced Ashleigh Dougill as the new general counsel of the Port of Hood River (“Port”). Dougill shared her background and experience in public entity representation. The legal team consists of 10 attorneys with various specialties, and Dougill will serve as the main point of contact.
- b. **Acknowledgement of Commissioner Fox SDAO Award** – Commissioner Mike Fox was acknowledged for winning the 2024 Outstanding Special District Service Award in the board member category for his involvement with the Bridge Replacement Project.
- c. **Modifications or additions to the agenda**
 - 1) Add Letter of Support for Columbia Area Transit (CAT).
- d. **Public Comment:**
 - 1) **James Dean Construction Concerning Weight Limit Reduction** – Written comment provided in packet.
 - 2) **Dale Orgain, Jet Boat Tour Operator**, proposed a small passenger vessel that would offer boat tours of the Columbia River Gorge, to help promote tourism and economic growth for the community. Orgain is seeking a Concession Agreement and moorage for the vessel.
 - 3) **Kristen Godkin, Art of Community**, discussed the Big Art program that began in 2014 to promote art and artists in the community. The program displays sculptures in Hood River, and operates on a two-year rotation, with sponsorship covering a portion of installation costs and artist fees. Godkin is seeking a Port sponsorship for two locations in the amount of \$3,000 and consideration for potential long-term opportunities.
 - 4) **Amy Schlappi, Columbia Area Transit**, requested support for a grant application for the Hood River County Transportation District’s Transit Site Development Project. The funding would enhance Hood River transportation facilities by creating a regional transit hub at Lot 1 and relocating a park-and-ride facility. There was consensus from the Commission to approve the letter of support that was provided to the Commission, in support of the project for the grant application.

2. CONSENT AGENDA:

- a. Approve Minutes from the January 23, 2024 Regular Session and February 7, 2024 Special Meeting
- b. Approve Lease with CG Operations LLC in the Timber Incubator Building

- c. Approve Accounts Payable to Campbell Phillips in the Amount of \$1,777.50

Motion: Move to approve Consent Agenda.
Move: Bieker
Second: Fox
Discussion: None
Vote: **Ayes:** Chapman, Sheppard, Fox, and Bieker
Absent: Gehring
MOTION CARRIED

3. INFORMATIONAL REPORTS:

- a. **Bridge Replacement Project Update** – No Discussion

4. PRESENTATIONS & DISCUSSION ITEMS:

- a. **RV Park Feasibility at Lower Mill Site** – Greenwood provided the Commission with an initial cost estimate for county land use amendments and the design/construction of an RV Park at the Port's Lower Mill site in Odell. Following their findings, staff advised against pursuing workforce housing at Lower Mill. A discussion ensued regarding the findings. Subsequently, consensus was reached to prioritize building relationships with the County and the Odell Sanitary District to garner support for the project, followed by gaining a better understanding of workforce housing supply and demand, and finally revising the RV park concept to reduce costs.

- b. **Bridge Lift Policy Discussion** – Greenwood commented that the Internal Bridge Committee (IBC) met with Stephen Fischer, the District 13 USCG Bridge Operations Director, about the possibility of decommissioning the lift. Though full decommissioning is not permitted, alternative options were explored, including requesting advance notice for bridge lifts and reassessing the necessity of the 50 tension lifts associated with the wire rope replacement. Following deliberation, the Commission unanimously agreed to task staff with implementing advance notice for bridge lifts and collaborating with stakeholders to establish an agreement. Staff was also directed to reassess the necessity of the tension lifts. Furthermore, the Commission reached a consensus to hire a consultant to assist with the modifications to the bridge lift system aiming to potentially eliminate the need for bridge lifts altogether.

- 5. **EXECUTIVE DIRECTOR REPORT:** Greenwood reported that staff is working with contractors to schedule welding work on the bridge, with single lane closures planned for April 8 to April 19. Staff also met with HDR Engineering to review the 30-year Capital Improvement Plan. HDR Engineering will meet with the IBC to present their recommendations. Greenwood inquired about the Commission's interest in participating in discussions concerning the messaging of the new partnership with The History Museum of Hood River County, and Commissioner Heather Gehring was appointed to participate in those discussions. An update was given on the sale of the Odell property; legal counsel is currently reviewing the agreement, and it will be presented to the Commission for approval at an upcoming meeting. The Budget Committee vacancies have been advertised and the deadline has been extended to March 11 at 5pm. A discussion followed regarding Port security. Furthermore, the Commission discussed picnic tables and explored methods to inform the public of their availability for public use.

6. COMMISSIONER, COMMITTEE REPORTS:

- a. **Airport Advisory Committee (AAC)** – Commissioner Tor Bieker reported that the AAC decided against creating a mission statement for the airport but crafted a vision statement. The Committee

agreed to refine the statement before presenting it to the Port. The AAC is also currently reviewing minimum standards for the airport, with an aim to promote diverse commercial activity.

7. ACTION ITEMS: None

8. COMMISSION CALL/FUTURE MEETINGS:

- a. **Commission Call:** Commissioner Bieker expressed concern over the definition of “reasonable” regarding the relocation expenses for the Port office and maintenance shed in the Intergovernmental Agreement (IGA) and requested clarification. Michael Shannon, HNTB Project Director, commented that since the project falls under federal jurisdiction, the relocation would be regulated by federal guidelines. A discussion ensued regarding next steps for the relocation.

- b. **Future Meetings:** The Commission reached a consensus to maintain the scheduled date of April 9 for Spring Planning.

9. CONFIRMATION OF DIRECTIVES:

- a. Staff to respond to Public Comment requests.
- b. Staff to set up meetings with the County and the Odell Sanitary District to garner support for the RV park at Lower Mill. Followed by gaining a better understanding of the workforce housing supply and demand, and finally revising the RV park concept to reduce costs.
- c. Staff to begin the process of implementing advance notice for bridge lifts and collaborating with stakeholders to establish an agreement. Staff will also reassess the necessity of the tension lifts and hire a consultant to assist with the modifications to the bridge lift system.
- d. Staff to work with Commissioner Gehring on the messaging related to the partnership with The History Museum of Hood River County.
- e. Staff will explore methods to inform the public of picnic tables that are available for public use.

10. EXECUTIVE SESSION: None

11. POSSIBLE ACTION: None

12. ADJOURN: The meeting was adjourned by unanimous consent at 6:36 p.m.

ATTEST:

Kristi Chapman, President

Michael Fox, Secretary

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Commission Memo



Prepared by: Kevin Greenwood
Date: March 19, 2024
Re: RBMC Amendment No. 5

The HRWSBA is recommending a non-budget-related contract amendment to move budget authority between tasks. A recent forecast determined a reduction in the current budget and this amendment allows that \$992,105 reduction to be placed in contingency task.

RECOMMENDED ACTION: MOTION to authorize signing Amendment No. 5 with HNTB for project management services as presented.

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**PORT OF HOOD RIVER
ENGINEERING AND RELATED SERVICES CONTRACT
Contract Number: POHR 2022-01
AMENDMENT No. 5**

This Amendment No. 05 (the “**Amendment**”) to the Port of Hood River Engineering and Related Services Contract No. 2022-01, dated February 6, 2024, (the “**Agreement**”) is entered into between the Port of Hood River and HNTB Corporation, a Missouri Corporation (collectively, the “**Parties**”).

RECITALS

WHEREAS, the original Engineering and Related Services Contract was approved July 12, 2022, with an expiration date of December 31, 2026, for an amount totaling \$1,739,907; and

WHEREAS, Amendment No. 1 approved October 18, 2022, added \$2,534,069 for completing project delivery analysis, geotechnical work, preliminary engineering and increasing two HNTB staff to full time to work on the project bringing the total contract amount to \$4,273,977; and

WHEREAS, Amendment No. 2 approved January 10, 2023, added \$1,204,134 for marking/communication, finance modeling, grant writing, and increased environmental coordination bringing the total contract amount to \$5,478,111; and

WHEREAS, Amendment No. 3 was approved March 21, 2023, transferring budget authority between tasks but did not include additional budget authority keeping the total contract amount at \$5,478,111; and

WHEREAS, Amendment No. 4 was approved July 11, 2023, authorizing work to be completed during the 2023-24 Fiscal Year including additional budget authority bringing the total contract amount to \$10,385,145.51; and

WHEREAS, based upon an internal review of the project there is a need to move budget authority as detailed in the Exhibit B-Contract Summary; and

WHEREAS, this Amendment does not allow for changes to the Statement of Work (Exhibit A), and does not include an increase in contract budget;

NOW THEREFORE, in consideration of the mutual promises contained herein, and for good and valuable consideration, the Parties agree as follows:

AGREEMENT:

1. **Exhibit B:** The Parties hereby add Exhibit B with the “Amendment 5 Revised Budget Dated February 2, 2024”
2. There is no contract budget change due to this Amendment.
3. **Remaining Contract Provisions:** Except as specifically modified by this Amendment, the Parties understand and agree that all provisions of the Agreement remain in full force and effect.

SIGNATURES:

HNTB Corporation Inc.
777 108th Ave. NE, Ste. 1000
Bellevue, WA 98004
(425) 455-3555

Kristine Agers, Washington Office Date
Leader / Sr Vice President

Port of Hood River
1000 E. Port Marina Dr.
Hood River, OR 97031
(541) 386-1645

Kevin Greenwood, Executive Director Date



3/11/2024

Approved for Legal Sufficiency

William J. Ohle, Port Counsel Date

Project: **Hood River - White Salmon Bridge Replacement Project**
 Contract: **Replacement Bridge Management Contract**
 Amend #: **5**
 Proposal: **Year 2 Estimates to Complete**
 Date: **February 2, 2024**



EXHIBIT B - CONTRACT SUMMARY

Task ID	Task Description	PRIOR CONTRACT AMOUNT	Amendment 05	REVISED CONTRACT AMOUNT	TOTAL BILLED thru Dec 2023	ESTIMATES TO COMPLETE thru Jun2024
1	Project Management & Administration	\$ 2,192,029.68	\$ 244,333.54	\$ 2,436,363.22	\$ 1,564,787.49	\$ 871,575.73
1.1	Project Management	\$ 1,040,414.91	\$ 258,437.84	\$ 1,298,852.75	\$ 816,544.62	\$ 482,308.13
1.2	Chartering Workshop	\$ 8,250.60	\$ (7,596.39)	\$ 654.21	\$ 654.21	
1.3	Document Control Plan	\$ 171,524.83	\$ 224,865.19	\$ 396,390.02	\$ 210,122.42	\$ 186,267.60
1.4	Project Debriefs (Existing Contracts)	\$ 22,236.46	\$ (475.35)	\$ 21,761.11	\$ 21,761.11	
1.5	Contract Administration	\$ 478,192.17	\$ (39,886.31)	\$ 438,305.86	\$ 330,305.86	\$ 108,000.00
1.6	Invoice/Progress Reporting	\$ 60,092.10	\$ (29,116.06)	\$ 30,976.04	\$ 1,976.04	\$ 29,000.00
1.7	Meetings	\$ 411,318.61	\$ (161,895.38)	\$ 249,423.23	\$ 183,423.23	\$ 66,000.00
2	Risk Management	\$ 302,969.55	\$ (204,614.45)	\$ 98,355.10	\$ 40,155.10	\$ 58,200.00
2.1	Risk Management Plan	\$ 6,862.50	\$ 1,687.50	\$ 8,550.00	\$ 8,550.00	
2.2	Risk Workshop	\$ -	\$ -	\$ -	\$ -	
2.3	Risk Register	\$ 28,348.72	\$ 19,555.78	\$ 47,904.50	\$ 5,304.50	\$ 42,600.00
2.4	Project Cost Estimate	\$ 80,437.91	\$ (38,537.31)	\$ 41,900.60	\$ 26,300.60	\$ 15,600.00
2.5	Independent Cost Estimator	\$ 187,320.42	\$ (187,320.42)	\$ -	\$ -	
3	Change Management	\$ 62,211.75	\$ (62,211.75)	\$ -	\$ -	\$ -
3.1	Change Management Plan	\$ 3,600.00	\$ (3,600.00)	\$ -	\$ -	
3.2	Change Log	\$ 58,611.75	\$ (58,611.75)	\$ -	\$ -	
4	Quality	\$ 266,364.84	\$ (203,456.82)	\$ 62,908.02	\$ 40,408.02	\$ 22,500.00
4.1	Quality Management Plan	\$ 27,344.14	\$ (25,145.26)	\$ 2,198.88	\$ 2,198.88	
4.2	Quality Training	\$ 24,039.36	\$ (20,740.62)	\$ 3,298.74	\$ 3,298.74	
4.3	Quality Assurance	\$ 214,981.34	\$ (157,570.94)	\$ 57,410.40	\$ 34,910.40	\$ 22,500.00
5	Project Controls	\$ 513,881.34	\$ (143,419.83)	\$ 370,461.51	\$ 128,361.51	\$ 242,100.00
5.1	Project Control Plan	\$ 60,496.51	\$ (32,283.05)	\$ 28,213.46	\$ 28,213.46	
5.2	Project Dashboard	\$ 46,092.25	\$ 33,509.07	\$ 79,601.32	\$ 24,551.32	\$ 55,050.00
5.3	Integrated Project Schedule	\$ 86,824.85	\$ 77,952.91	\$ 164,777.76	\$ 17,777.76	\$ 147,000.00
5.4	Sub Project Schedules	\$ 153,235.55	\$ (76,694.04)	\$ 76,541.51	\$ 45,491.51	\$ 31,050.00
5.5	Financial Management and Reporting	\$ 167,232.18	\$ (145,904.72)	\$ 21,327.46	\$ 12,327.46	\$ 9,000.00
6	Communication	\$ 831,321.74	\$ (117,956.89)	\$ 713,364.85	\$ 449,025.72	\$ 264,339.13
6.1	Public Involvement and Communication Plan	\$ 51,836.58	\$ 31,543.25	\$ 83,379.83	\$ 53,379.83	\$ 30,000.00
6.2	Strategic Communication Support	\$ 64,154.96	\$ (9,354.13)	\$ 54,800.83	\$ 42,800.83	\$ 12,000.00
6.3	Workshops	\$ 194,385.22	\$ 33,130.14	\$ 227,515.36	\$ 132,515.36	\$ 95,000.00
6.4	Public Involvement & Project Branding	\$ 322,727.64	\$ (168,977.28)	\$ 153,750.36	\$ 105,750.36	\$ 48,000.00
6.5	Meetings	\$ 198,217.34	\$ (4,298.87)	\$ 193,918.47	\$ 114,579.34	\$ 79,339.13

Project: **Hood River - White Salmon Bridge Replacement Project**
 Contract: **Replacement Bridge Management Contract**
 Amend #: **5**
 Proposal: **Year 2 Estimates to Complete**
 Date: **February 2, 2024**



EXHIBIT B - CONTRACT SUMMARY

Task ID	Task Description	PRIOR CONTRACT AMOUNT	Amendment 05	REVISED CONTRACT AMOUNT	TOTAL BILLED thru Dec 2023	ESTIMATES TO COMPLETE thru Jun2024
7	Funding, Financing and Tolling	\$ 1,323,915.14	\$ 139,016.26	\$ 1,462,931.40	\$ 1,011,181.40	\$ 451,750.00
7.1	Financial Planning/Modeling & Scenarios	\$ 274,857.35	\$ (138,876.76)	\$ 135,980.59	\$ 119,480.59	\$ 16,500.00
7.2	Workshops	\$ 124,429.64	\$ (112,386.76)	\$ 12,042.88	\$ 12,042.88	
7.3	Competitive Grant Services	\$ 631,941.40	\$ 425,260.45	\$ 1,057,201.85	\$ 750,451.85	\$ 306,750.00
7.4	Traffic and Revenue Advisory Services	\$ 87,151.44	\$ 21,025.29	\$ 108,176.73	\$ 33,176.73	\$ 75,000.00
7.5	Meetings	\$ 112,507.51	\$ (15,535.29)	\$ 96,972.22	\$ 94,972.22	\$ 2,000.00
7.6	Toll System Design and Procurement	\$ 93,027.80	\$ (40,470.67)	\$ 52,557.13	\$ 1,057.13	\$ 51,500.00
8	Delivery Method	\$ 116,808.94	\$ 19,997.21	\$ 136,806.15	\$ 136,806.15	\$ -
8.1	Delivery Method Analysis	\$ 96,100.58	\$ 19,997.21	\$ 116,097.79	\$ 116,097.79	
8.2	Delivery Method Workshop	\$ -	\$ -	\$ -	\$ -	
8.3	Industry Outreach	\$ 20,708.36	\$ -	\$ 20,708.36	\$ 20,708.36	
9	Environmental & Regulatory	\$ 656,894.42	\$ (152,792.78)	\$ 504,101.64	\$ 394,701.64	\$ 109,400.00
9.1	Environmental Coordination (NEPA)	\$ 63,568.05	\$ (9,459.02)	\$ 54,109.03	\$ 32,709.03	\$ 21,400.00
9.2	Environmental Compliance Plan	\$ 27,126.92	\$ 2,852.71	\$ 29,979.63	\$ 29,979.63	
9.3	Environmental Compliance Workshop	\$ 2,353.90	\$ 145.50	\$ 2,499.40	\$ 2,499.40	
9.4	Regulatory Agency Coordination	\$ 43,313.80	\$ (1,925.30)	\$ 41,388.50	\$ 41,388.50	
9.5	Tribal Coordination	\$ 449,639.91	\$ (152,936.03)	\$ 296,703.88	\$ 213,703.88	\$ 83,000.00
9.6	Railroad Coordination	\$ 10,232.84	\$ 4,422.96	\$ 14,655.80	\$ 9,655.80	\$ 5,000.00
9.7	Geotechnical Investigations Regulatory Permitting	\$ 47,394.60	\$ (1,604.10)	\$ 45,790.50	\$ 45,790.50	
9.8	Preliminary Permits	\$ 13,264.40	\$ 5,710.50	\$ 18,974.90	\$ 18,974.90	
10	Right-Of-Way	\$ 277,403.86	\$ (140,654.59)	\$ 136,749.27	\$ 55,249.27	\$ 81,500.00
10.1	Right of Way (ROW) - Acquisition Plan	\$ 27,307.00	\$ 83,537.73	\$ 110,844.73	\$ 42,844.73	\$ 68,000.00
10.2	Appraisals	\$ 227,030.75	\$ (223,400.75)	\$ 3,630.00	\$ 2,130.00	\$ 1,500.00
10.3	Acquisition	\$ 23,066.11	\$ (791.57)	\$ 22,274.54	\$ 10,274.54	\$ 12,000.00
10.4	Relocation	\$ -	\$ -	\$ -	\$ -	
11	Engineering	\$ 1,001,154.13	\$ 71,352.95	\$ 1,072,507.08	\$ 833,107.08	\$ 239,400.00
11.1	Preliminary Engineering	\$ 508,795.67	\$ 75,889.11	\$ 584,684.78	\$ 414,684.78	\$ 170,000.00
11.2	Geotechnical - Exploration Memo	\$ 69,503.37	\$ 796.99	\$ 70,300.36	\$ 70,300.36	
11.3	Geotechnical - Site Reconnaissance	\$ 4,571.00	\$ (2,686.05)	\$ 1,884.95	\$ 1,884.95	
11.4	Geotechnical - Subsurface Exploration Plan	\$ 33,422.00	\$ (377.30)	\$ 33,044.70	\$ 33,044.70	
11.5	Geotechnical - Subsurface Explorations	\$ 102,701.00	\$ 7,861.35	\$ 110,562.35	\$ 98,562.35	\$ 12,000.00
11.6	Geotechnical - Laboratory Testing	\$ 17,684.00	\$ 1,262.83	\$ 18,946.83	\$ 15,946.83	\$ 3,000.00
11.7	Geotechnical - Geotech Data Report	\$ 37,777.00	\$ 6,550.69	\$ 44,327.69	\$ 37,327.69	\$ 7,000.00
11.8	Geotechnical - Preliminary Analysis and Memo	\$ 139,689.00	\$ (96,171.05)	\$ 43,517.95	\$ 37,517.95	\$ 6,000.00
11.9	Geotechnical - Meetings	\$ 23,963.00	\$ (5,661.15)	\$ 18,301.85	\$ 5,401.85	\$ 12,900.00
11.10*	Geotechnical - Contract Management	\$ 20,423.00	\$ (12,182.53)	\$ 8,240.47	\$ 2,240.47	\$ 6,000.00
11.11	Geotechnical - Hazmat Contingency	\$ -	\$ -	\$ -	\$ -	

Project: **Hood River - White Salmon Bridge Replacement Project**
 Contract: **Replacement Bridge Management Contract**
 Amend #: **5**
 Proposal: **Year 2 Estimates to Complete**
 Date: **February 2, 2024**



EXHIBIT B - CONTRACT SUMMARY

Task ID	Task Description	PRIOR CONTRACT AMOUNT	Amendment 05	REVISED CONTRACT AMOUNT	TOTAL BILLED thru Dec 2023	ESTIMATES TO COMPLETE thru Jun2024
11.12	Utility Relocation Management	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00
11.13	Survey	\$ 42,625.09	\$ 88,570.06	\$ 131,195.15	\$ 116,195.15	\$ 15,000.00
12	Construction	\$ 24,049.75	\$ (6,010.50)	\$ 18,039.25	\$ 18,039.25	\$ -
12.1	Constructability Staging Evaluation	\$ 24,049.75	\$ (6,010.50)	\$ 18,039.25	\$ 18,039.25	
13	Contracting	\$ 1,343,167.64	\$ (222,770.34)	\$ 1,120,397.30	\$ 758,897.30	\$ 361,500.00
13.1	Contract Procurements	\$ 52,886.60	\$ 71,901.95	\$ 124,788.55	\$ 121,788.55	\$ 3,000.00
13.2	Meetings	\$ 212,261.99	\$ (202,182.33)	\$ 10,079.66	\$ 9,179.66	\$ 900.00
13.3	RFP Development	\$ 956,094.85	\$ (156,560.27)	\$ 799,534.58	\$ 581,934.58	\$ 217,600.00
13.4	PDB Contract Administration	\$ 121,924.20	\$ 64,070.31	\$ 185,994.51	\$ 45,994.51	\$ 140,000.00
14	Phase 1A Oversight	\$ 525,025.99	\$ (230,220.25)	\$ 294,805.74	\$ 6,505.74	\$ 288,300.00
14.1	Design Oversight	\$ 445,938.52	\$ (339,938.52)	\$ 106,000.00	\$ -	\$ 106,000.00
14.2	Constructability Oversight	\$ 22,584.45	\$ 57,115.55	\$ 79,700.00	\$ -	\$ 79,700.00
14.3	Stakeholder Coordination	\$ 56,503.02	\$ 52,602.72	\$ 109,105.74	\$ 6,505.74	\$ 102,600.00
15	Phase 1B Oversight	\$ -	\$ -	\$ -	\$ -	\$ -
15.1	Design Oversight	\$ -	\$ -	\$ -	\$ -	
15.2	Constructability Oversight	\$ -	\$ -	\$ -	\$ -	
15.3	Stakeholder Coordination	\$ -	\$ -	\$ -	\$ -	
99	Expenses	\$ 947,946.77	\$ 17,302.38	\$ 965,249.15	\$ 614,335.67	\$ 350,913.48
EXP.01	Project Management Expenses	\$ 378,346.77	\$ 87,976.83	\$ 466,323.60	\$ 186,771.62	\$ 279,551.98
EXP.06.1	Public Engagement Expenses	\$ 60,500.00	\$ (58,560.67)	\$ 1,939.33	\$ 1,939.33	\$ 0.00
EXP.06.2	Public Engagement Expenses	\$ -	\$ 96,361.50	\$ 96,361.50	\$ 75,000.00	\$ 21,361.50
EXP.11.3	Geotechnical Drilling & Testing Expenses	\$ 509,100.00	\$ (117,263.12)	\$ 391,836.88	\$ 341,836.88	\$ 50,000.00
EXP.11.13	Survey Expenses	\$ -	\$ 8,787.84	\$ 8,787.84	\$ 8,787.84	
00	CONTINGENCY	\$ -	\$ 992,105.83	\$ 992,105.83	\$ -	\$ 992,105.83
CTG	CONTRACT CONTINGENCY	\$ -	\$ 992,105.83	\$ 992,105.83	\$ -	\$ 992,105.83
TOTALS		\$ 10,385,145.51	\$ (0.00)	\$ 10,385,145.51	\$ 6,051,561.34	\$ 4,333,584.17

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Commission Memo



Prepared by: Ryan Klapprich
Date: March 19, 2024
Re: Deck Welding Contracts

Background: The Port requires periodic welding operations on the bridge deck to fulfill essential maintenance needs. In the past, we have engaged Bulldog Welding, a company well-versed in the specific welding requirements of the Hood River Bridge, for this task. However, given the extensive welding needed, we have decided to enlist the services of two additional companies to expedite the process and ensure that all necessary welding tasks are completed promptly.

Objective: Our primary objective is to accomplish a substantial portion, if not all, of the required welding within a two-week timeframe. This concerted effort is essential for evaluating the efficacy of the recently implemented lowered load limit on the bridge deck. Completing these repairs within the designated timeframe will enable us to assess whether the reduced load limit contributes to the longevity of the deck or if there are more significant issues that require attention.

Considerations: The magnitude of welding tasks and the involvement of multiple contractors necessitate compliance with the Bureau of Labor and Industries (BOLI) criteria, specifically pertaining to prevailing wage regulations. Adhering to the BOLI scale has implications on the contract price, surpassing the initially budgeted amount of \$60,000.

Recommendation: It is recommended that the staff be authorized to contract welding services up to a not-to-exceed (NTE) amount of \$100,000. This adjustment will accommodate the additional expenses associated with prevailing wage requirements and ensure the completion of essential maintenance work within the specified timeframe.

By approving this recommendation, we will be able to efficiently address the welding needs of the Hood River Bridge, gather valuable data regarding the effectiveness of recent modifications, and maintain the structural integrity of this vital infrastructure asset.

MOTION to authorize staff to sign three separate welding contracts not to exceed \$100,000 collectively.

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Commission Memo



Prepared by: Greg Hagbery
Date: March 19, 2024
Re: Exclusive Listing Agreement – Real Estate Services

On January 23, 2024, the Commission gave staff direction to issue a Request for Qualifications (“RFQ”) to select a Real Estate professional to assist with the sale of the Big 7 Building. Staff felt the most efficient agreement is an Exclusive Listing Agreement (“ELA”) to accommodate any additional realtor services the Port may need in the future without the necessity to procure a new realtor each time.

An Evaluation Committee reviewed and scored both proposals, and then met to discuss comments and finalize scoring sheets. In a very close ranking, the Evaluation Committee recommended Anne Medenbach, CCIM, of Copper West Real Estate for the contract.

The attached Exclusive Listing Agreement allows for Real Estate listings, approved by the Commission, through separate Listing Agreements. Attached is an example of a Listing Agreement that would accompany each property listing.

RECOMMENDATION: Authorize Exclusive Listing Agreement with Anne Medenbach of Copper West Real Estate for real estate services, pending legal review.

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LISTING AGREEMENT FOR REAL ESTATE SERVICES

Pursuant to this Listing Agreement for Real Estate Services (the "Agreement"), the Port of Hood River ("Owner") hereby grants to Anne Medenbach of **Copper West Real Estate LLC**, ("Broker") the right to sell, for a period commencing **March 20, 2024**, and ending at midnight on **April 1, 2029**, designated Owner properties existing in the Port of Hood River District, County of Hood River, State of Oregon. ("Properties"). No extension, renewal, or other amendment of this Agreement shall be effective unless it is in writing signed by both parties. In deciding whether to extend or renew this Agreement, Owner may consider the efforts and expense Broker has incurred in marketing the Properties, results, and assistance if a potential buyer or lessee is identified.

1. Legal Compliance. The terms and conditions of any sale(s) or lease(s) necessarily resulting from this Agreement shall conform to applicable federal, state, and local laws, Owner ordinances and policies, the Port's Strategic Plan, existing bond, grant or loan covenants, area development plans or other plans as adopted by the Commission. Further, the Broker shall keep fully informed regarding and materially comply with all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
2. Consideration. In consideration of Broker's agreement to diligently pursue the sale of Owner Properties, Owner agrees to pay Broker a commission [in accordance with the appropriate provisions of the Listing Agreement attached draft hereto which is fully and completely incorporated herein by this reference]. Each property designated by the Port Commission for sale shall incorporate its own Listing Agreement as a form of task order under this agreement.
3. Payment of Consideration. If (1) the designated Properties are sold through Broker, prior to the expiration of this Agreement; or (2) a sale is consummated within one hundred eighty days after the expiration of this Agreement or any extension thereof with any person or entity with whom Broker has engaged in substantive, documented negotiations or from whom Broker or Owner has received a Letter of Intent to buy or lease portions of the designated Properties during the term of the Agreement, Broker is entitled to associated commission payments. Broker shall submit invoices for any commission due in accordance with the associated Listing Agreement. Invoices shall be in a form acceptable to the Owner. Owner shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice. Invoices received from the Broker pursuant to this Agreement will be reviewed and approved by the Owner prior to payment. No compensation will be paid by Owner for any portion of these services or any sale not performed. If Owner does not pay within twenty-five (25) days of receipt of invoice acceptable to Owner, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Broker reserves the right to withhold services or cancel this Agreement if Owner's account is more than sixty (60) days delinquent.
4. Terms of Service.
 - a. Broker agrees to actively market designated Owner Properties, place signs as agreed by Broker and Owner, place information regarding the Agreement in appropriate listing media, and advertise the Properties in accordance with industry standard best practices. Broker agrees to cooperate with other brokers and to maintain regular and appropriately

detailed communication with Owner by email and telephone reporting on the actions taken by Broker and the results of those actions. A written report shall be submitted to Owner at least every month during the term of this Agreement. If requested, Broker shall appear at Port of Hood River Commission meetings to report on progress marketing the subject property and to answer questions.

- b. Broker may market the designated Properties without stating offering terms or may advertise sale prices or lease terms if approved by Owner in writing. Designated Properties prices or sale shall always be represented by Broker as being subject to, and shall be subject to, Owner's right to approve or disapprove any offer for any reason, in Owner's absolute discretion. Owner shall have the right to reject any offer to lease or purchase even if an offer received is consistent with terms marketed or advertised by Broker.
 - c. Owner agrees to cooperate with Broker in effecting leases of the Property and to immediately refer to Broker all inquiries of any party interested in purchase of designated Properties.
 - d. It is understood that it is illegal for either Owner or Broker to refuse to display, lease or sell to any person because of race, color, religion, national origin, sex, marital status, or physical ability.
5. Owner Indemnification. Owner represents that it is the legal owner of the designated Properties and has full legal authority to execute this Agreement and to sell designated Properties, subject to applicable legal requirements. Subject to the limitations of the Oregon Tort Claims Act, Owner agrees to indemnify and hold Broker harmless from any liability, costs or damages and/or expenses, including without limitation attorney's fees, arising from or connected with any incorrect information supplied by Owner, if material to a claim. Owner's indemnity obligations do not apply to any liability, claims, damages or causes of actions or suits arising out of or relating to a breach of this Agreement by Broker or negligence or wrongful acts of Broker or its licensees nor of any cooperating broker and its licensees.
6. Broker Indemnification. The Broker shall indemnify, defend and hold harmless the Owner, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the acts of the Broker, or any of the Broker's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Broker to the Owner shall survive the termination or expiration of this Agreement.
7. Confidentiality. During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Broker agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Owner, any and all information given to the Broker by the Owner or developed by the Broker as a result of the performance of this Agreement. The Broker agrees that if the Owner so requests, the Broker will execute a confidentiality agreement in a form acceptable to the Owner and will require any employee or sub-Broker performing work under this Agreement or receiving any information

deemed confidential by the Owner to execute such a confidentiality agreement.

8. Assignment. Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Broker, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Owner, the parties agree that the Owner may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.
9. Termination. In addition to any other rights provided herein, the Owner shall have the right to terminate all or part of this Agreement at any time and for its own convenience, by written notice to Broker.
10. Recordkeeping. The Broker shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Brokers time based and reimbursable costs and expenses under this Agreement. The Broker shall make these records and documents available to the Owner, at the Owner's office, at all reasonable times, without any charge. If accepted by the Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
11. Public Contracting Requirements.
 - a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938.
 - b. Payment for Labor or Material. Broker shall make payment promptly, as due, to all persons supplying labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
 - c. Contributions to the Industrial Accident Fund. Broker shall pay all contributions or amounts due the Industrial Accident Fund from Broker incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
 - d. Liens and Claims. Broker shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
 - e. Income Tax Withholding. Broker shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
 - f. Medical Care for Employees. Broker shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or

hospital care incident to the sickness or injury of Broker's employee(s), all sums which Broker agrees to pay for such services and all monies and sums which Broker collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

- g. Non-Discrimination. Broker agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Broker also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
 - h. Foreign Contractor. If Broker is not domiciled in or registered to do business in the state of Oregon, Broker shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Broker shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
 - i. Tax Law Compliance. Broker (to the best of Broker knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:
 - 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2) Any tax provisions imposed by a political subdivision of this state that applied to Broker, to Broker's property, operations, receipts, or income, or to Broker's performance of or compensation for any work performed by Broker;
 - 3) Any tax provisions imposed by a political subdivision of this state that applied to Broker, or to goods, services, or property, whether tangible or intangible, provided by Broker; and
 - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
12. Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Agreement. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.
13. Entire Agreement; Counterparts; Electronic Signatures. This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations,

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or representations not expressly set forth in this Agreement are of no force and effect. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

14. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
15. No Waiver. No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
16. Limitation on Delegation. The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Owner are inherently governmental in nature and may not be delegated by contract to the Broker. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Owner, and the Broker shall have no obligation to perform any non-delegable function.
17. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
18. Mediation; Trial Without a Jury. If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.
19. Further Assurances. Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
20. Severability. If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of _____, 2024.

Broker: _____

Port of Hood River

Signed:

Name: _____
Title: _____
Date: _____
Address: _____
Phone/Email: _____

Signed:

Name: Kevin M. Greenwood
Title: Executive Director
Date: _____
Address: 1000 E. Port Marina Drive,
Hood River, OR 97031
Phone/Email: (541) 386-1645
kgreenwood@portofhoodriver.com



9.3 EXCLUSIVE LISTING AGREEMENT

1 This is a legally binding agreement establishing an exclusive agency relationship between Seller, Principal Broker and Principal Broker's
2 Firm and establishing Seller's obligations to compensate Principal Broker and Firm. If Seller does not understand this agreement, Seller
3 should seek the advice of legal and financial professionals.

4 1. Parties to this Agreement.

5 Seller Port of Hood River Broker Anne Medenbach, CCIM
6 Seller Principal Broker
7 Seller Principal Broker's Firm Copper West Real Estate ("Firm")
8 Seller

9 2. Purpose. This Agreement establishes Firm's exclusive right to sell the property located at
10 ("Property"), and more particularly described in the associated MLS Data Input Form (attach as an exhibit to this Agreement).

11 3. Exclusive Right to Sell. Under this Exclusive Right to Sell, Seller agrees that Firm shall be entitled to a commission under the terms
12 described in Section 7 below ("Brokerage Fee").

13 4. Agents. By signing below, Seller understands and agrees that this Agreement creates an agency relationship with Broker, Principal
14 Broker, Anne Medenbach, CCIM [insert name(s) of additional agents acting
15 as seller's agent], and with any other agent associated with Firm that Firm appoints to act as Seller's agent (collectively and individually
16 "Seller's Agent"). Seller acknowledges having received the Oregon Real Estate Agency Disclosure Pamphlet at first contact with Seller's
17 Agent and represents that Seller understands the contents of said Pamphlet. A Form 9.2 Disclosed Limited Agency Agreement will be
18 required (i) if buyer's agent is associated with Firm or (ii) if Principal Broker or any Seller's Agent intend to represent both a buyer and
19 Seller in this transaction.

20 5. Term. This Agreement shall commence when signed by all parties in Section 21 below, and expires at 11:59 p.m. on
21 [Date]. If Seller accepts an offer to purchase or lease the Property, the Term extends through the date of closing for
22 that transaction. Upon expiration, this Agreement terminates except Seller remains obligated under Section 7 below.

23 6. Listing Terms. Seller agrees to list the Property for \$ ("Listing Price").

24 7. Brokerage Fee. The Brokerage Fee is a fee for services rendered established by the parties to this agreement. It is not fixed,
25 controlled, or recommended by law, the MLS, or any other person not a party to this Agreement. Seller shall pay a Brokerage Fee
26 if any of the following occurs:

- (i) Seller sells the Property during the term of this Agreement or any extension or renewal of the Agreement Term; or
(ii) Seller's Agent finds a buyer who is ready, willing, and able to purchase the Property at or above the Listing Price during the
term of this Agreement or any extension or renewal of the Agreement Term; or
(iii) Seller accepts an offer on Property but refuses to close the sale on the terms of the accepted offer
(iv) Within [X] 120 Calendar Days or [] Calendar Days after expiration or termination of this Agreement, Seller sells
Property to a person with whom Seller's Agent placed Seller in contact.

33 The Brokerage Fee shall be equal to [X] 6.000 % of the Gross Sales Price, or shall be equal to [] \$. The Gross Sales price is
34 the sales price unmodified by seller concessions or buyer upgrades. The Brokerage Fee shall be negotiable throughout the Term of
35 this Agreement. The Brokerage Fee will be paid to Firm at Closing of the sale. Seller instructs Escrow to pay Firm the Brokerage Fee
36 out of proceeds of the Sale.

37 8. Multiple Brokerage Fees Prohibited. If Seller lists the Property with a subsequent duly licensed real estate broker or principal broker
38 after expiration or mutually agreed upon termination of this Agreement, and application of this Agreement would result in Seller
39 paying more than one Brokerage Fee, no Brokerage Fee will be due under this Agreement. This provision does not apply if Seller
40 unilaterally terminates.

41 9. Cooperating Broker Fee. A Cooperating Broker Fee paid to the cooperating broker through the Principal Broker is not required
42 and is not fixed, controlled or recommended by law, the MLS, or any other person not a party to this Agreement. If the box below
43 is checked, the Seller authorizes Principal Broker to advertise and offer the below Cooperating Broker Fee arrangement:

44 [X] If this box is checked and cooperating broker takes part in the sale, Principal Broker shall pay the cooperating broker an amount
45 equal to [X] 3.000 % of the Gross Sales Price, or an amount equal to [] \$, out of Brokerage Fee in Section 7.

Seller Initials

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EXCLUSIVE LISTING AGREEMENT

46 If no Cooperating Broker Fee is offered or if the Cooperating Broker Fee is less than the total value of the cooperating broker's expected
47 compensation from a Buyer Representation Agreement, Buyer may request Seller to pay the Buyer's broker fees as a contribution to
48 Buyer's closing costs. Seller is not obligated to agree to any Buyer requests to pay Buyer's broker fees.

49 10. Earnest Money Forfeited. Seller's Agent and Seller agree that (Choose one):

50 [X] If a Sale Agreement is terminated and the buyer forfeits their Earnest Money, Seller's Agent's expenses, including without
51 limitation advertising costs and attorney fees, will be paid from the forfeited Earnest Money. Up to half of the remaining funds
52 will be disbursed to Firm, up to the Brokerage Fee. All remaining funds will be disbursed to Seller.

53 [] If a Sale Agreement is terminated and the buyer forfeits their Earnest Money, all funds will be disbursed to Seller.

54 11. Insufficient Funds. If the proceeds from the sale of Property are insufficient to cover closing costs, Seller agrees and acknowledges
55 that Seller will remain responsible for paying all closing costs and debts including the Brokerage Fee.

56 12. Termination; Early Termination Fee. The parties may mutually terminate this Agreement with a written termination statement
57 signed by Seller and Principal Broker or Broker acting on behalf of Principal Broker. Seller may unilaterally terminate this Agreement
58 before the end of the Term ("Early Termination"). As a condition required for an Early Termination, Seller shall pay an "Early
59 Termination Fee" equal to 25% of the expected Brokerage Fee based on the Listing Price stated above. If a Brokerage Fee is payable
60 to Firm at the time of the Early Termination, Seller shall remain obligated to pay the Brokerage Fee to Firm at Closing, but will not be
61 required to pay an Early Termination Fee. If a Brokerage Fee is payable to Firm under Section 7(iv) above, the amount of any Early
62 Termination Fee paid by Seller shall be deducted from the Brokerage Fee.

63 13. Services; Authority. Seller authorizes Seller's Agent to market the Property and authorizes Seller's Agent to:

- 64 (i) Place a "For Sale" sign on the Property and remove other similar signs;
65 (ii) Turn on, leave on, or cause utility providers to do so, any of the Property's utilities to permit showing of Property;
66 (iii) Gather and disclose any information pertaining to encumbrances on or condition of the Property;
67 (iv) Access the Property at reasonable times to show it to prospective buyers;
68 (v) Advertise the Property and information about the Property in any manner deemed appropriate by the Seller's Agent;
69 (vi) Accept deposits on behalf of Seller;
70 (vii) Deliver documents, disclosures, and addendums to buyers on behalf of Seller;
71 (viii) Share commissions, compensation, finder's fees or Brokerage Fees with cooperating brokers and cooperating firms;
72 (ix) Communicate with Seller by telephone, text messaging, facsimile, email and/or other electronic means during and after the
73 Term of this Agreement.

74 If Property is occupied by a tenant, Seller will obtain permission and authority from tenant to permit the above services where
75 necessary. Seller authorizes marketing of the Property to begin on _____ ("Marketing Date").

76 14. Optional Authorizations. By checking the below boxes, Seller further authorizes only the following selected actions:

- 77 [X] Seller's Agent may place a lockbox on the Property, with Seller responsible for all risk of loss or damage stemming from such
78 lockbox;
79 [X] Seller's Agent may advertise the Property on the Internet in addition to the multiple listing services selected below
80 [X] Seller's Agent may advertise the Property with the following multiple listing services, and Seller authorizes the uncompensated
81 use, relicense, repurpose, and display of Property photos and Property data on the same: [X] Regional Multiple Listing Service
82 (RMLS) [] Oregon Data Share/Flex MLS (Southern Oregon MLS, MLS of Central Oregon, Klamath County Association of
83 REALTORS®) [] Lincoln County MLS (LCMLS-O) [] Clatsop MLS (CMLS) [] Tillamook County Board MLS (TCBMLS) [] Willamette
84 Valley MLS (WVMLS) [] Intermountain MLS (IMLS)

85 15. Seller Representations. Seller represents and warrants the following:

- 86 (i) Seller has authority to convey marketable and insurable title to the Property and to enter into this Agreement;
87 (ii) Seller will cooperate with Seller's Agent to sell the Property;
88 (iii) Seller shall accurately and truthfully complete a Property Disclosure Statement if required by law or contract;
89 (iv) If Property is subject to Lead-Based Hazard disclosures, Seller shall accurately and truthfully complete any required disclosure
90 statements;
91 (v) Seller acknowledges that Seller's Agent may not have made inquiries or investigations into the Property and may rely on
92 Seller's disclosure statements;

Seller Initials _____

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Port of Hood

EXCLUSIVE LISTING AGREEMENT



- (vi) All information provided by Seller and all information Seller will provide is and will be correct, complete, and not misleading to the best of Seller's knowledge and ability;
(vii) Seller will install approved smoke and carbon monoxide detectors as required by Oregon law;
(viii) Seller will comply with all laws relating to the Property and sale thereof, including fair housing laws; and
(ix) On the closing of the sale and date of possession, the Property will be free from material defects and in substantially its present condition.

16. FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 requires buyers withhold certain amounts of money at closing to cover the tax when purchasing Foreign-Person owned property. To avoid delays in closing, Seller must complete a FIRPTA disclosure based on the following: [] Seller is a foreign person under FIRPTA; or [X] Seller is not a foreign person under FIRPTA

17. Indemnification. Seller shall protect, defend, indemnify, and hold harmless Seller's Agent, Firm, and their respective agents, assigns and employees from and against:
(i) Any damages other than for those caused by Seller's Agent's failure to comply with duties owed to all parties in a transaction as a result of Seller's Agent's representation of Seller;
(ii) all losses, costs, liabilities, claims, damages, and expenses of every character and kind, as incurred, relating to or arising out of inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or agreement made by Seller in the Sale Agreement;
(iii) any legal action including any counterclaim based on facts that, if true, would constitute a breach of any representation, warranty, covenant or agreement made by Seller in the Sale Agreement;

relating to or arising out of any act or omission of Seller prior to the Closing Date; or information and disclosures about the Property provided by Seller.

18. Dispute Resolution. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement, shall be exclusively resolved in accordance with this dispute resolution provision, under the laws of Oregon. All disputes within the jurisdiction of the small claims court shall be submitted to small claims court in the county where the Property is located. All disputes not within the jurisdiction of the small claims court will be resolved through mediation, and if unresolved through mediation, to binding arbitration through Arbitration Services of Portland (ASP) according to the then-existing rules of ASP. The prevailing party in any dispute resolution procedure (as determined by the judge, mediator or arbitrator, as applicable) shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred at trial, on appeal, at mediation and at arbitration.

The following matters are excluded from this Dispute Resolution provision:
(i) Any matter within the jurisdiction of probate, small claims, or bankruptcy court;
(ii) Matters that must be exclusively resolved under Article 17 of the Code of Ethics and Professional Standards Policies of the National Association of REALTORS®; and
(iii) Matters related to contracts with Seller that predate this Agreement and contain a mandatory mediation or arbitration provision.

SELLER HAS BEEN ADVISED TO CONSULT INDEPENDENT LEGAL COUNSEL TO UNDERSTAND THE PROVISIONS OF THIS AGREEMENT AND BY CONSENTING TO THIS AGREEMENT, HEREBY WAIVES THE CONSTITUTIONAL RIGHT TO BRING ISSUES AND CLAIMS RELATED TO THIS AGREEMENT TO A TRIAL BY JUDGE OR JURY, OTHER THAN SMALL CLAIMS COURT PROCEEDINGS, IN ANY STATE OR FEDERAL ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.

19. Modification. No provision in this Agreement may be modified except in a writing signed by Seller and Principal Broker.

20. Additional Provisions. Seller is a public entity. Seller authorizes Broker to advertise the Property on but not limited to the following listing services: Loopnet, Co Star, Crexi, CBA, Vertical Email, CCIM outlets and social media.

21. Signatures

Seller: _____ Port of Hood River Dated: _____
Seller: _____ Dated: _____
Seller: _____ Dated: _____
Seller: _____ Dated: _____

Broker [signing for Broker, individually, and on behalf of Principal Broker]: _____

Dated: _____

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OREGON REAL ESTATE AGENCY

Initial Agency Disclosure Pamphlet

Consumers: This pamphlet describes the legal obligations of Oregon real estate licensees to consumers. Real estate brokers and principal real estate brokers are required to provide this information to you when they first contact you. A licensed real estate broker or principal broker need not provide the pamphlet to a party who has, or may be reasonably assumed to have, received a copy of the pamphlet from another broker.

This pamphlet is informational only. Neither the pamphlet nor its delivery to you may be interpreted as evidence of intent to create an agency relationship between you and a broker or a principal broker.

Real Estate Agency Relationships

An “agency” relationship is a voluntary legal relationship in which a licensed real estate broker or principal broker (the “agent”) agrees to act on behalf of a buyer or a seller (the “client”) in a real estate transaction. Oregon law provides for three types of agency relationships between real estate agents and their clients:

- **Seller's Agent** -- Represents the seller only.
- **Buyer's Agent** -- Represents the buyer only.
- **Disclosed Limited Agent** -- Represents both the buyer and seller, or multiple buyers who want to purchase the same property. This can be done only with the written permission of all clients.

The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real estate agent.

Definition of “Confidential Information”

Generally, licensees must maintain confidential information about their clients.

“Confidential information” is information communicated to a real estate licensee or the licensee's agent by the buyer or seller of one to four residential units regarding the real property transaction, including but not limited to price, terms, financial qualifications or motivation to buy or sell.

“Confidential information” does not mean information that:

- The buyer instructs the licensee or the licensee's agent to disclose about the buyer to the seller, or the seller instructs the licensee or the licensee's agent to disclose about the seller to the buyer.
- The licensee or the licensee's agent knows or should know failure to disclose would constitute fraudulent representation.

Client Initials _____

Content Revised 9/9/2013

Duties and Responsibilities of a Seller's Agent

Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the agent to also represent the buyer.

An agent who represents only the seller owes the following affirmative duties to the seller, the other parties and the other parties' agents involved in a real estate transaction:

1. To deal honestly and in good faith;
2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party.

A seller's agent owes the seller the following affirmative duties:

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the seller;
3. To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction;
4. To disclose in a timely manner to the seller any conflict of interest, existing or contemplated;
5. To advise the seller to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
6. To maintain confidential information from or about the seller except under subpoena or court order, even after termination of the agency relationship; and
7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find a buyer for the property, except that a seller's agent is not required to seek additional offers to purchase the property while the property is subject to a contract for sale.

None of these affirmative duties of an agent may

be waived, except (7). The affirmative duty listed in (7) can only be waived by written agreement between seller and agent.

Under Oregon law, a seller's agent may show properties owned by another seller to a prospective buyer and may list competing properties for sale without breaching any affirmative duty to the seller.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

Duties and Responsibilities of a Buyer's Agent

An agent, other than the seller's agent, may agree to act as the buyer's agent only. The buyer's agent is not representing the seller, even if the buyer's agent is receiving compensation for services rendered, either in full or in part, from the seller or through the seller's agent.

An agent who represents only the buyer owes the following affirmative duties to the buyer, the other parties and the other parties' agents involved in a real estate transaction:

1. To deal honestly and in good faith;
2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party.

A buyer's agent owes the buyer the following affirmative duties:

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the buyer;
3. To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
4. To disclose in a timely manner to the buyer any

Client Initials _____

- conflict of interest, existing or contemplated;
5. To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
 6. To maintain confidential information from or about the buyer except under subpoena or court order, even after termination of the agency relationship; and
 7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except that a buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract for purchase.

None of these affirmative duties of an agent may be waived, except (7). The affirmative duty listed in (7) can only be waived by written agreement between buyer and agent.

Under Oregon law, a buyer's agent may show properties in which the buyer is interested to other prospective buyers without breaching an affirmative duty to the buyer.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction

One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purchase the same property, only under a written "Disclosed Limited Agency Agreement" signed by the seller and buyer(s).

Disclosed Limited Agents have the following duties to their clients:

1. To the seller, the duties listed above for a seller's agent;
2. To the buyer, the duties listed above for a buyer's agent; and
3. To both buyer and seller, except with express written permission of the respective person,

the duty not to disclose to the other person:

- a. That the seller will accept a price lower or terms less favorable than the listing price or terms;
- b. That the buyer will pay a price greater or terms more favorable than the offering price or terms; or
- c. Confidential information as defined above.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise.

When different agents associated with the same principal broker (a real estate licensee who supervises other agents) establish agency relationships with different parties to the same transaction, only the principal broker will act as a **Disclosed Limited Agent** for both the buyer and seller. The other agents continue to represent only the party with whom the agents have already established an agency relationship unless all parties agree otherwise in writing. The principal real estate broker and the real estate licensees representing either seller or buyer shall owe the following duties to the seller and buyer:

1. To disclose a conflict of interest in writing to all parties;
2. To take no action that is adverse or detrimental to either party's interest in the transaction; and
3. To obey the lawful instructions of both parties.

No matter whom they represent, an agent must disclose information the agent knows or should know that failure to disclose would constitute fraudulent misrepresentation.

You are encouraged to discuss the above information with the licensee delivering this pamphlet to you. If you intend for that licensee, or any other Oregon real estate licensee, to represent you as a Seller's Agent, Buyer's Agent, or Disclosed Limited Agent, you should have a specific discussion with the agent about the nature and scope of the agency relationship. Whether you are a buyer or seller, you cannot make a licensee your agent without the licensee's knowledge and consent, and an agent cannot make you a client without your knowledge and consent.

Client Initials _____

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Commission Memo

Prepared by: Debbie Smith-Wagar, Finance Director
Date: March 19, 2024
Re: Tolling Policy



The Hood River-White Salmon Bridge has been a toll bridge since it was built in 1924. Over the years, various management decisions and resolutions have created the Port's tolling policy, but that policy has not been combined into a single document. Best practice is to have a single "go-to" document that contains the Port's tolling policy.

The attached resolution and its Exhibit A pulls all of the pieces of the policy into one document.

RECOMMENDATION: Approve the attached resolution.

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**PORT OF HOOD RIVER
Resolution No. 2023-24-13**

A RESOLUTION ADOPTING A TOLL POLICY

WHEREAS, the Port of Hood River has various toll policies ; AND

WHEREAS, the policies have not been pulled together in a single document; AND

WHEREAS, best practice is to have a single document that combines all individual policy into a single document; NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Sec. 1. The toll policy contained in Exhibit A is adopted to guide tolling decisions for the Port of Hood River; and

Sec. 2. All other duplicative or opposing resolutions are hereby repealed.

Adopted by the Board of Commissioners of the Port of Hood River this 19th day of March 2024.

SIGNED

Kristi Chapman, President

ATTEST

Michael Fox, Secretary

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Exhibit A

PORT OF HOOD RIVER TOLLING POLICY

PURPOSE

The Tolling Policy articulates the policies, goals, and major objectives which will guide the Port in its tolling responsibilities until the new Hood River White Salmon Bridge is open and operating, and the current bridge is decommissioned. The new bridge will be owned by a separate legal entity.

Policy

The Port of Hood River Board of Commissioners sets the toll rates and toll policy for the Hood River White Salmon Interstate Bridge. Toll rates are adjusted as necessary to cover maintenance and other costs as determined by the Port.

In prior years the Port has used excess toll revenue to fund other activities within the Port, such as economic development and parks and recreation. In April 2023 the Commissioners passed Resolution No. 2022-23-14 that declares by June 30, 2026, all toll revenue must be utilized for operations, maintenance, capital repairs, and replacement of the existing bridge. Previous resolutions had already dedicated incremental toll increases in 1994, 2011, and 2018 to be used exclusively for bridge activities.

Toll rates are included in resolutions implementing the toll increases. Resolutions implementing toll increases should give sufficient notification time between the time the resolution is passed and when the toll increase will take effect.

Toll rates are reviewed annually during the budget process.

Payment Options

The Port accepts cash, checks, and credit cards for payment of tolls. In assessing tolls, the Port has several programs available.

BreezeBy is the trademarked name of the Port's electronic tolling system. BreezeBy customers typically affix a transponder to the windshield of their vehicle. BreezeBy accounts can be set up online or by visiting the Port office. A complete set of BreezeBy Terms and Conditions is available on the Port website at [BreezeBy Terms and Conditions - Port of Hood River](#). The toll rates for BreezeBy customers is lower than the cash toll rates to provide frequent users with a discount and to reflect the lower costs of operating the electronic system.

The Port operates a toll booth from 6:00 a.m. to 10:00 p.m. daily that accepts cash and credit card payments. Cash tolls are higher than BreezeBy tolls to reflect the infrequent users and to cover the additional cost of operating the toll booth. The toll booth is closed from 10:00 p.m. to 6:00 a.m. daily and may be closed during inclement weather or other reasons as determined by management. When the toll booth is closed, the Port uses all electronic tolling (AET).

AET uses cameras to take a picture of the license plate as the vehicle crosses the bridge to use in the Port's license plate recognition (LPR) process. If the license plate is registered to a BreezeBy account, the BreezeBy account is charged for the crossing. If the plate is not registered to a BreezeBy account, the system will look up the plate in the Department of Motor Vehicles (DMV) records and obtain the mailing address associated with the license plate. The license plate photo is reviewed by Port staff for accuracy. Invoices are mailed to the address on record for the license plate, and no additional fees are charged. Late fees are assessed after the 2nd notice is mailed.

Customers may prepay AET transactions by going to the Port's website, stopping by the Port office, or mailing payments to the Port.

When the toll booth is open, if a vehicle goes through the toll plaza without paying, and no transponder is identified, the transaction will be labeled a "run through". In addition to the toll, an additional ancillary fee will be added to the transaction to cover the costs associated with LPR. Customers may avoid the additional fee by going to the Port's website or coming into the Port office and paying the toll prior to the LPR invoice being processed (within 7 days of crossing).

The Port office has a drop box near the front door for customers to drop off payments when the Port office is not open.

Past Due Process

Invoices are mailed out and due in 30 days. If not paid by the due date, a late fee is added and a late notice is mailed. If the invoice is not paid within 30 days of the late notice date, the invoice will be sent to collections. For Oregon vehicles, a registration hold may be placed on your vehicle and the registration cannot be renewed until the invoice is paid.

Exemptions

All vehicles must pay a toll unless listed as exempt in this section. Exemptions:

- Vehicles with members or employees of federally recognized Tribes or Columbia River Inter-Tribal Fish Commission – enrollment card or employee badge required.
- Emergency response vehicles – not required to stop if lights are flashing.
- Emergency response vehicles – mutual aid should stop and notify toll staff of mutual aid.
- Emergency responders – Fire and Police departments may request transponders from the Port and will not be charged when crossing the bridge on official business.
- Active-duty military are exempt if crossing to report for duty – order papers need to be provided to validate reason for crossing.
- Public Transit systems – buses and transportation vans should have transponders installed.

In addition to the above exemptions, the Port may choose to waive tolls in emergency situations, and/or to facilitate traffic flow. If traffic is backing up and impacting Highway 84, toll staff will waive traffic through without charging a toll. If an invoice is generated, the customer can contact the Port office about having the fee waived. Other examples include facilitating evacuations in the case of a wildfire and facilitating traffic flow if Highway 84 in Oregon or SR 14 in Washington is closed. Toll waivers may be in one direction only depending on the traffic situation. The Executive Director or their designee has the

ability to make decisions regarding toll waivers in emergency situations. The Port may have contracts in place with state departments of transportation to waive tolls in certain situations.

Questions regarding exemptions should be directed to the Port Finance Director.

Disputes

Disputes can be initiated by filling out the form on the back of the invoice, using a form on the Port's website, or by calling the Port office. Initial disputes will be addressed by front office staff. If the customer is not satisfied with the front office staff decision, they can request the Office Manager to review the decision. If they are not satisfied with the Office Manager decision, it can be appealed to the Finance Director. If they are not satisfied with the Finance Director decision, it can be appealed to the Executive Director whose decision will be final.

Background

Information from various resolutions are included in this policy. Some of the resolutions are as follows:

- Resolution 2022-23-19: Implementing all electronic tolling for certain hours on the bridge.
- Resolution 2022-23-14: Establishing a tolling revenue use policy
- Resolution 2022-23-11: Establishing a tolling revenue use policy
- Resolution 2022-23-8: Toll Waiver to all federally recognized tribes and the Columbia River Inter-Tribal Fish Commission
- Resolution 2022-23-7: Toll Waiver Warm Springs
- Resolution 2022-23-6: Toll Waiver Umatilla
- Resolution 2022-23-4: Approving changes to video toll billing cycle timeline

Responsibility

The Finance Director manages the toll policy with oversight from the Executive Director.

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Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director
Date: March 19, 2024
Re: Appoint Budget Committee Members

The Port is required to appoint a budget committee consisting of five citizen members (an equal number to the number of elected Port commissioners. On June 30, 2023, two members' terms expired. In January staff started advertising for the two positions. Applications were received from the two existing members expressing interest in continuing to serve on the committee. No other applications were received.

The resolution accompanying this memo would reappoint the two members to additional 3-year terms expiring June 30, 2026.

In addition to the two members whose terms expired June 30, 2023, Becca Sanders thought her term expired June 30, 2023 also. She does not want to continue on the Budget Committee. Bonifacio Romero agreed to serve the one year left on that position. He is a member of the City of Hood River Planning Commission and has served on additional governmental and non-profit committees in the Hood River area.

Budget Committee members:

Position 1: Vacant – Larry Brown recommended; expires 6/30/2026

Position 2: Vacant – John Benton recommended; expires 6/30/2026

Position 3: Vacant – Becca Sanders resigned; Bonifacio Romero recommended; expires 6/30/2024

Position 4: Brian Shortt; expires 6/30/2025

Position 5: Judy Newman; expires 6/30/2025

RECOMMENDATION: Approve the attached resolution.

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PORT OF HOOD RIVER
Resolution No. 2023-24-14

A RESOLUTION APPOINTING BUDGET COMMITTEE MEMBERS

WHEREAS, the Port of Hood River is required under ORS 294.414 to establish a budget committee ; AND

WHEREAS, two budget committee member’s, John Benton and Larry Brown, terms expired June 30, 2023; AND

WHEREAS, one additional budget committee member, Becca Sanders, has resigned with one year left on her term; AND

WHEREAS, both budget committee members applied to renew their terms after notices were posted soliciting applications to serve; AND

WHEREAS, another member of the community agreed to fill the one year left on that position;
NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Reappoint Larry Brown and John Benton to the Port of Hood River Budget Committee for three-year terms expiring June 30, 2026, and appoint Bonifacio Romero the finish a term expiring June 30, 2024.

Adopted by the Board of Commissioners of the Port of Hood River this 19th day of March 2024.

SIGNED

Kristi Chapman, President

ATTEST

Michael Fox, Secretary

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Commission Memo



Prepared by: Debbie Smith-Wagar
Date: March 19, 2024
Re: Accounts Payable Requiring Commission Approval

Campbell Phillips	\$1,260.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$1,260.00
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Primary Timekeeper: 2 Kristen A. Campbell

	0-30	31-60	61-90	91-120	121-180	181+	Bal Due
2000.001 M Port of Hood River - Admin	1,260.00	0.00	0.00	0.00	0.00	0.00	1,260.00
RE: Admin - General							
Totals	1,260.00	0.00	0.00	0.00	0.00	0.00	1,260.00

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HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

Project Director Report
March 11, 2024

The following summarizes Replacement Bridge project activities from February 26, 2024 to March 11, 2024:

HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

COMMUNICATIONS

Recently completed

- *Bridge Aesthetics Committee*
 - *Supported preparations for 3/13 workshop, including printing*
 - *Finalized contract with Nextdoor for Spanish-language outreach*
 - *Shared BAC schedule on social media*
 - *Created infographic describing committee responsibilities*
 - *Drafted script for first BAC informational video*
- *Media outreach*
 - *Provided quote to Rep. Blumenauer's office for appropriations announcement*
 - *Sent press release on intent to award for design-build contractor*
 - *Tracked media coverage*
- *Social media*
 - *Shared announcement re: intent to award for design-build contractor*
 - *Shared reimposed weight restrictions, weight restrictions on new bridge*
- *Websites*
 - *Continued to update websites for Bridge Authority and project*
- *Video*
 - *Story Gorge conducting additional interviews for video highlighting everyday users' needs*
 - *Story Gorge conducting interviews for emergency route/preparedness video*
- *Public questions/comments*
 - *Coordinated with project director to respond to questions and comments as needed*

Upcoming work

- *Communications & Government Relations Subcommittee*
 - *Confirm activities for BAC open house*
 - *Review Phase 1A activities*
 - *Next meeting 3/20*
- *Bridge Aesthetics Committee*
 - *3/13 workshop*
 - *Planning/promoting open house events*

- *Spanish-language outreach*
- *Media outreach*
 - *Share federal appropriations announcement*
 - *Continue to answer reporter questions and arrange interviews as needed*
 - *Share PDB announcement when contract is finalized*
- *Website*
 - *Update FAQs*
 - *Finalize tolling FAQs and add to website*
- *Video*
 - *Story Gorge to deliver everyday user video*
 - *Story Gorge working on emergency route/preparedness video*
 - *JLA to document BAC workshop, interview committee members*
- *Social media*
 - *Share clips from January Facebook Live Q&A*
 - *Continue to share news and promote events on a regular basis*
 - *Planning/promoting March tolling FB Live Q&A event*
- *Public questions/comments*
 - *Continue to respond to questions and comments as needed*
- *Branding*
 - *Signage for new office (pending city approval)*

GOVERNMENT AFFAIRS UPDATE

- *State Legislative Activities*
 - *Oregon*
 - *2024 Session: Start Date 2/5/24, Adjournment 3/10/24*
 - *HB 5201A passed the House Floor earlier today with a vote of 50-5 (Exc. 5) and the Senate Floor this evening 23-5 (Exc. 2), the bill will change the recipient name from the POHR to the HRWSBA for the \$20M in Oregon Lottery bond sales in 2025.*
 - *Washington*
 - *2024 Session: Start Date 1/8/24, Adjournment 3/7/24*
 - *The Washington session has closed this week.*
- *Federal Legislative Activities*
 - *CDS Appropriations requests have been sent to both Washington and Oregon for a total funding request of \$8M.*
 - *Rep. Blumenauer, Rep. Newhouse, Sen. Wyden, Sen. Merkley and Sen. Cantwell submitted requests in support of the project. We are not expecting this to be finalized until the end of this year.*
 - *House THUD earmark list was released, and they included \$4M from Rep. Newhouse for the project and \$1M from Rep Blumenauer for Right of Way/Mitigation.*

- *The THUD Appropriations from 2023/2024 is moving forward and includes \$4M in funding from Rep Blumenauer, Sen. Wyden and Sen. Merkley and \$4M from Sen. Cantwell and Rep. Newhouse.*
- *We received an email from Sen. Wyden and Sen. Merkley are starting the 2024/2025 Community Initiated Projects (CIP) funding requests. The project team will be working with Summit to develop those requests.*
- *We received an email from Sen. Cantwell's office that they are starting the 2024/2025 Congressionally Directly Spending (CDS) funding requests.*
- *Local Activities*
 - *Inter-Governmental Agreement (IGA) with the POHR has been approved by the HRWSBA and will be on the agenda for the POHR in March.*

FUNDING FINANCE & TOLLING (FFT)

- *Upcoming Work:*
 - *WSDOT Funding*
 - *Project team is working with the WSDOT SW Region to finalize the funding agreement for the state funds that will be coming to the Authority as part of the \$15M in funding committed as part of the 23-25 biennium.*
 - *WSDOT Funding agreement is on the 2/26 agenda for approval*
 - *2nd agreement is needed between Bridge Authority/WSDOT/ODOT for remaining \$10M in Washington Federal Formula money. This is pending approval of WSDOT supplemental budget in 2024 legislative session.*
 - *Oregon Funding*
 - *Project team is working with Thornrun and ODOT on agreement for a potential loan from the Oregon Infrastructure Bank for 2024.*
 - *The \$20M in Oregon funding that has been committed to the project and will be available after a 2025 Lottery Bond sale.*
 - *HB5201A is moving through the approval process in the Oregon Legislation which changes the recipient from the PHOR to HRWSBA.*

PENDING GRANT FUNDING UPDATES

- *Bridge Investment Program (BIP)*
 - *NOFO released on 09/27/23*
 - *Deadline for FY 23/FY24: 12/04/23*
 - *Deadline for FY 25: 08/01/24*
 - *Deadline for FY 26: 08/01/25*
 - *Total Funding Available \$9.620B*
 - *Award Max: \$3B*
 - *Award Min: \$50M*
 - *Application was submitted on 12/02/2023.*
 - *Pending notification on this grant, anticipated notification Feb/March 2024.*
 - *The project team debriefed with USDOT/FHWA on 3/1/2024 regarding our BIP application and its resubmittal, FHWA has ranked our project as Highly Recommended, and we discussed a single improvement point around the*

impact the \$200M INFRA grant had on our Financial Plan. The project team is revising our application and will be resubmitting prior to the 3/14 deadline.

PENDING GRANT AGREEMENTS

- *Raise Grant: \$3.6M*
 - *The project team is working through the grant agreement with FHWA*
- *INFRA Grant: \$200M*
 - *The project team continues to work with FHWA and is beginning the development of the Grant agreement.*
- *A coordination meeting on all of our outstanding grant agreements is being scheduled for 3/28 with FHWA.*

TREATY TRIBE MOA'S -

- *A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.*
 - ***Yakama Nation (YN).***
 - *ODOT/ FHWA emailed YN on 9/18 to set up a follow up meeting on the Section 106 MOA.*
 - *FHWA/ODOT met with Noah Oliver with YN and came to an agreement on some modifications to the Section 106 MOA and Fishing Treaty MOA. These modifications are being incorporated into the agreements.*
 - *The project team has sent an updated MOA to YN on 2/23/24*
 - ***Nez Perce***
 - *Legal met with Nez Perce legal and an updated Treaty MOA was resubmitted to FHWA legal on 3/5/24*
 - ***Umatilla (CTUIR).***
 - *The project team/FHWA and ODOT next meeting with CTUIR is on 3/12/24*
 - *An updated MOA including all legal comments from the Authority/FHWA and ODOT was provided to CTUIR legal counsel and staff on 2/5/2024. CTUIR indicated it could be a few months before they will have a resolution to the compensation terms (Exhibit E of the MOA)*
 - ***Warm Springs.***
 - *We received the letter of support for our Grant applications and the use of their logo from Warm Springs tribe.*
 - *The project team is coordinating our next meeting with Warm Springs on the Fishing Treaty MOA.*
 - *FHWA will be sent a letter to Warm Springs on 2/7/2024 requesting a Govt. to Govt. consultation on the Treaty MOA.*

RBMC

PROGRESSIVE DESIGN BUILD RFQ/RFP

- *Proposals were received on 1/22/2024*
- *Evaluation team met on 2/6/2024 to discuss scoring of proposals*
- *Interviews with the 3 proposers will be held on 2/20/24 and 2/21/24*
- *Final scoring will take place on 2/22/24*
- *Negotiations with the Kiewit continue and are anticipated to be completed by the end of March*

GEOTECHNICAL

The Geotechnical team has started work on the 3 additional borings on the Oregon side, this work should be completed the week of 3/12/24.

SURVEY

- *Upcoming Work:*
 - *Review abutting property vesting deeds in Washington*
 - *Complete right of way calculations in WA*
 - *Development of Right of Way Maps*
 - *Further dissection of Port of Hood River bridge deed from 1950.*
 - *Final QC of mapping and upload to SharePoint*
- *Accomplishments:*
 - *Completed right of way and property line calculations in OR*
 - *Integration of prior/current topographic data*

RIGHT OF WAY

ROW met with Chris Woods, FHWA's ROW and Real Estate Services Program Manager for Oregon and is coordinating the following tasks and priority benchmarks:

1. *Draft a ROW policy with FHWA assistance for Bridge Authority to adopt.*
 - *On 2/16, ROW discussed form & content for the HRWSBA's ROW Manual/Policy with FHWA's Chris Woods and received guidance.*
 - *Shared with FHWA that ROW is using materials from State and Federal sources to create the Policy. (FHWA approved of the plan)*
 - *First draft to be completed by the end of February.*

Advice included:

- *Don't cover activities you don't anticipate being part of the project (residential relocation, etc.)*
- *Describe what documents you will use (specific types and forms of conveyance, etc.)*
- *Develop and Describe ROW plan*
 - *If the Acquisitions must be accurately defined and described and based on substantial documentation because the HRWSBA must not acquire more ROW than necessary per URA (This is the ROW Map previously discussed.)*
 - *FHWA advised that 30% plans for developing ROW Map*

- Explain the HRWSBA's ROW process sequence (Valuation - appraisal/review, Just Compensation – board approves, general notices, offer presentations, negotiations, condemnation – when, why, etc.)
 - This is all in the URA as well as the State DOT ROW manuals
 - Who will do what (Who provides documents, negotiates, reviews, certifies, what are the standards for certification...)
 - Incorporate EIS Commitments related to ROW acquisition and relocation
 - There are detailed commitments in the EIS specific to the Port's relocation that should be reviewed for action
 - Once the ROW policy is Reviewed by the Legal Team & approved by Chris/FHWA, it should allow HRWSBA to begin ROW Relocation, Acquisition activity on a parcel-by-parcel basis with FHWA approval
 - Per FHWA 2/16/24: Activities should be kept to a minimum until Grant Agreement is signed to avoid compromising the reimbursement/match eligibility.
2. ROW progress and upcoming efforts on Port of Hood River Relocation plan. ROW met with the Legal team and HRWSBA February 12, 2024.
- Reviewed acceptable actions related to discussing or beginning the relocation prior to FHWA's approval of HRWSBA's ROW Policy
 - Could certain activities compromise the Port's eligibility to be reimbursed?
 - These questions were part of the FHWA discussion Friday 2/16 and the guidance was generally: "Wait because It could compromise eligibility."
 - Determine "functional replacement" and other options for Port offices
 - 2/12 & 2/20/2024 meeting with legal regarding permitted activities discussed this in further detail
 - It was advised to look to FHWA for confirmation.
 - The parameters of Functional replacement vs standard commercial relocation and re-establishment are specific and will need to be approved by FHWA
 - Per FHWA 2/16:, It is likely the Port relocation will be handled as a standard commercial relocation for various reasons, including:
 - Space is currently or may at any future point be rented/leased to non-government entities
 - It may be encumbered by other Govt. rules (such as 4f or 6f modification of use restrictions)
 - Functional replacement and conversion for the Port's 6f property. (Park/Scenic Area)
 - (To be reviewed by FHWA post Grant Agreement finalization and ROW Manual/Policy draft review)
 - This could sidestep URA requirements

- *This will also help determine whether Port could prepay their relocation costs and be reimbursed*
- 3. *The IGA between the Authority & Port to cover the ROW Acquisition and Relocation process will be separate from any other agreement.*
 - *Language stating Authority's commitment to reimburse once FHWA requirements are met.*
 - *Detailed & concise explanation of the necessary requirements and prohibited actions for the Port to remain eligible for relocation expense reimbursement when HRWSBA receives FHWA authorization, including, but not limited to:*
 - *expenses related to searching for suitable replacement facilities*
 - *moving costs*
 - *Time spent in meetings, etc.*
 - *office/interior planning consultant costs*
 - *remodeling*
 - *This is recommended to be on hold until Grant agreement is signed/completed per FHWA 2/16 call*
 - *FHWA provided the following guidance on the right of way transactions between the POHR and the HRWSBA.*
 - *The most conservative guidance FHWA can offer the Bridge authority is to delay any right of way acquisition activities until the project has completed its NEPA and the grant agreement is signed. This would guarantee federal participation in all eligible project costs.*
 - *If the Bridge authority wishes to begin acquisition and relocation of the Port buildings prior to FHWA signature of the ROD and the grant agreement the costs incurred by the Bridge authority must be paid from non-federal sources. The entire costs of the acquisition and relocation of the Port building and property would be a non-participating project cost. Non-participating costs are not eligible for reimbursement from any federal source and require the total expense be paid for with state or local funds.*
 - *FHWA will determine at a future date if any of the cost incurred may be used as credit to the non-federal share of the project. This determination will be based on the requirements of the grant agreement and the types of costs incurred during the acquisition and relocation of the Port buildings.*
 - *To ensure the right of way can be incorporated into the project the follow items are essential to preserving the use of the right of way. Failure to complete these items could make the right of way unavailable to the project, create delays, increase costs and/or jeopardize federal eligibility of the entire project.*
 - *If the Bridge authority begins acquisition and relocation of the Port buildings prior to the ROD being signed, the project must provide FHWA documentation that the right of way costs incurred prior to the ROD did not influence the NEPA decision.*
 - *Prior to any acquisition and relocation activity the Bridge authority must ensure that the Port buildings and the real property being acquired are not*

subject to the protection of Sec 4(f). If acquisitions are subject to Sec. 4(f) protections, the project should seek further FHWA guidance.

- *The Bridge authority must ensure any acquisition and relocation activities are in full compliance with the Uniform Act and that its compliance is well documented.*

General items per FHWA recommendations:

- a. Prioritize (in addition to the Gas utility and BNSF RR) BIA, USACE meetings to initiate discussion, coordinate to include FHWA/Chris Woods in any meetings with agency, especially Feds
 - Per Chris Woods suggestion – Separate tribal access rights mitigation from the property rights acquisition.
 - (Only the property rights acquisition would include BIA oversight.)
 - Project Team looking into potential design revisions to avoid acquiring ROW on both the Pipeline and TFAS/BIA properties.
 1. ROW is proceeding with EC-2 assumptions until changes are confirmed

BNSF Coordination

ROW/Survey and Project Management met with BNSF 2/5/24 to discuss BNSF’s ROW review and approval process:

- a. Alex Funderburg, Jr. - BNSF regional Manager for Public Projects advised the Project Team on some best practices for mitigating risk of project delays, Including but not limited to:
 - i. *Time is of the essence in establishing an agreement: BNSF will not be responsible for penalties associated with delays caused by their review process timeline*
 - ii. *There is a general non-negotiable fourth quarter moratorium on overhead construction*
 - *Design Builder should plan on scheduling any project construction activity passing over the rails outside the October to January harvest and holiday window.*
 - iii. *They will need to have a third-party observer on site, they will also have review done on the project plans by a third-party engineer.*
 - iv. *There will likely be multiple agreements required for “Right of Entry” in addition to the Temporary and Permanent Easements*
 - v. *BNSF has provided draft Preliminary Engineering Agreement – this has been sent to legal for review.*
 - ****All costs to be paid by project****
- b. *BNSF Coordination Folder established in New SharePoint: BNSF Coordination*

PERMITTING

- *Environmental staff have supported efforts associated with outstanding NEPA, NMFS BO, Section 106 MOA, and tribal MOA issues.*
- *Environmental staff have supported the work of the Bridge Aesthetics Committee and efforts to plan and organize the BAC Workshop on March 13th.*
- *Environmental staff have facilitated the development of regulatory compliance workflow planning for Phase 1 A/B of the PDB contract.*
- *Environmental staff have reviewed and commented on the draft Biological Opinion issued by NMFS.*

- Environmental staff have developed a work flow and schedule for NEPA EIS continuing validity review.
- Environmental staff have reviewed and commented on KEG’s environmental staff hours proposed for Phase 1 A.
- Environmental staff have engaged with OPRD regarding Section 6(f) issues at Marina Park and requested a meeting with OPRD and NPS staff to discuss and finalize the approach for 6(f) compliance to be held on March 13th.

AESTHETIC COMMITTEE

- The initial committee members have been established.
- The first meeting for the committee was on 2/13/2024.
- Additional ODOT staff has requested to attend these meetings.
- The project team is continuing to request participation from the 4 treaty tribes and a request letter is being drafted that will be sent to each of the tribes.
- The initial workshop for the committee has been set up for 3/13/2024.

FINAL EIS/RECORD OF DECISION

- Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisId=314171>
- Update email from ODOT on 8/31/23 that the Full Biological Opinion (BO) has been submitted to NMFS for their review and comment. FHWA and ODOT will now coordinate responses to any comments provided by NMFS on the BO.
- Email from Cindy Callahan with FHWA on 2/21 that the BO is in General Counsel review, but she will be receiving an advance copy of the draft Incidental Take Statement. Cindy will provide this to the Authority for their review by 2/23.

OTHER ITEMS- N/A

KEY MEETINGS 02/26/2024 – 03/11/2024

2/26/2024	HRWSBA Regular Meeting
2/27/2024	INFRA Grant Team Weekly Meeting
2/27/2024	Grant Leads Monthly Meeting
2/27/2024	Risk Register Dashboard Meeting
2/28/2024	HRWSBA Governance, Administration and Operations Committee Meeting
2/28/2024	HRWSBR – BO T&C
2/28/2024	HRWSBA/FHWA/ODOT Coordination on Treaty MOA
2/28/2024	HRWSBA Funding and Finance Committee Meeting
3/01/2024	Debrief on Preliminary Ratings for HRWSBR BIP Large Bridge Application
3/01/2024	BAC Workshop Planning
3/04/2024	HRWSBR Internal Design Team Field Visit and Kickoff for Phase 1A
3/07/2024	HRWSBA Engineering and Construction Committee Meeting
3/11/2024	POHR – NEPA Coordination Meeting
3/11/2024	HRWSB – BAC Coordination
3/11/2024	HRWSBA Regular Meeting

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Commission Memo



Prepared by: Kevin Greenwood, Executive Director
Date: February 20, 2024
Re: RV Park Feasibility at Lower Mill Site

At the December 19 regular meeting, the Commission directed staff to obtain preliminary cost estimates for pursuing county land use amendments and design/construction of an RV Park at the Port's Lower Mill site, primarily to support the workforce related to the bridge replacement project. Project managers anticipate that 150-200 workers will be in the mid-Columbia region during the six years of construction/demolition.

Staff brought a staff report for a 110-space RV Park concept at the January 20th meeting. The estimated cost was \$5.7m, the operational costs were \$550k annually including average monthly rent of \$600. The operational costs did not include servicing debt. Though staff did not recommend moving forward with the project, the Commission directed staff to reduce the scope of the RV park, focus on building political support for a temporary RV Park, and report back on progress.

The Odell Sanitary District was a significant player in the concept. The initial budget included development charges of \$7,000 per RV hook-up which on a 110-space totaled over \$750k. Chuck Rapelje, District Manager, was willing to consider a reduction of development charges to a single charge for temporary use. He was concerned about getting assurances that the park would indeed be temporary before recommending a reduction. Commissioner Chapman and Director Greenwood were scheduled to present to the District Board last week but was cancelled until May 14th. (Their next meeting in April fell on the date of the Port's Spring Planning session.)

Staff has worked with Hood River County Community Development Director, Eric Walker, regarding the land use requirements necessary to allow an RV Park to be built – temporarily – on the Lower Hanel Mill site. He requested that the Port formally ask the County Commission to allow Walker to work on this project, serving as a de facto initial support for the effort. Greenwood will present to the County Commission on March 18th.

As the focus from the Jan. 20th meeting was to meet with key boards, there has been limited effort to refine the construction costs.

RECOMMENDATION: Informational.

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Commission Memo



Prepared by: Daryl Stafford
Date: March 19, 2024
Re: Waterfront Development Proposals

The Port frequently receives proposals from individuals and organizations that are interested in developing businesses or starting concessions on the Waterfront. While the Port's mission is to nurture business development, the Waterfront has undergone unprecedented demand for recreational use, so managing this balance has become a challenge.

Since 2017 the Port has received proposals for a Wakeboard Park, Aqua Park, Surf Wave Park, Floating Sauna houses, Floating Spa, Rowing Center, Cruise ship terminals, Sailing Center, Outrigger Canoe Hale, Sports Training Center, Food Carts, Foil boarding center, Youth Kite Center, Rowing Center, barge anchoring in the Marina for additional moorage, House Boat Rental, Jet Boat Tours, Food Carts, additional Kite Schools, whitewater kayak concession, Farmers Markets, E-bike Livery, Gear Storage Lockers, warehousing, EV stations, Jet Ski Rentals, and many more.

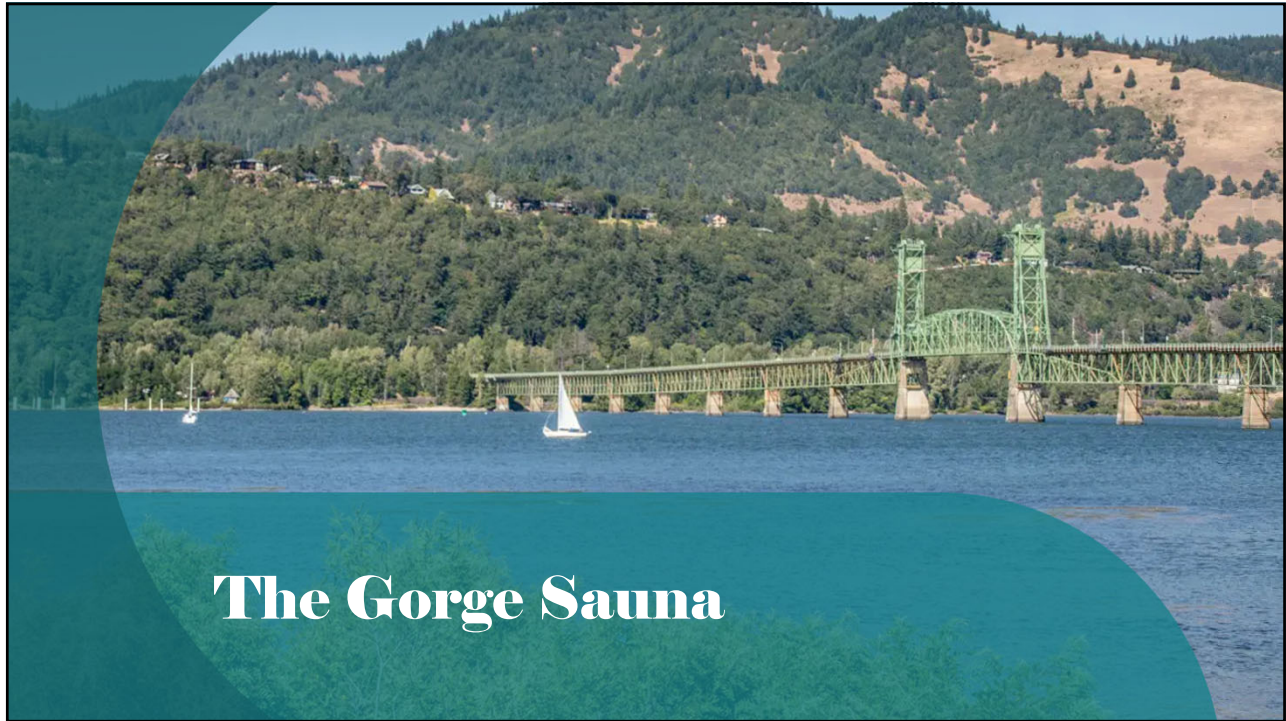
Due to the unknown needs for the bridge replacement project; development of Lot #1 and 1st Street, along with the roundabout at the entrance to the Event Site; limited property availability; zoning restrictions; increased need for parking; etc. it has become increasingly difficult to sort these requests without direction from the Commission or having a Port policy. We currently give everyone the opportunity to pitch their ideas. There is a lot of time spent by all parties.

Port staff would like to check in with the Commission regarding the possibility of an overarching policy for Waterfront and Marina concession/business development over the next few years that staff could bring to our Spring Planning meeting.

Would the Commission prefer to continue receiving proposals as we get them; have one meeting a year (or every 6 months) that people could pitch their ideas; or put a moratorium on additional concessions/waterfront businesses at this time?

RECOMMENDATION: Discussion.

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1



Business Idea

- Provide a unique sauna experience to Hood River. This experience brings an opportunity for the public to slow down their lives by relaxing in a sauna and jumping into the water for a cold plunge

2



Waterfront Pilot Project

SCANDINAVIAN INSPIRED SAUNA TO THE GORGE THAT IS BECOMING POPULAR IN THE NORTH AMERICA

3



Lake Washington

SEATTLE WA

4



5



6



Safety & Insurance

- Safety Plan
- General Liability Insurance

7

Anticipated Revenue

8 people per sauna
7 AM-1:45 PM

- Local Market: Society
Hotel in Bingen @ \$30/hr

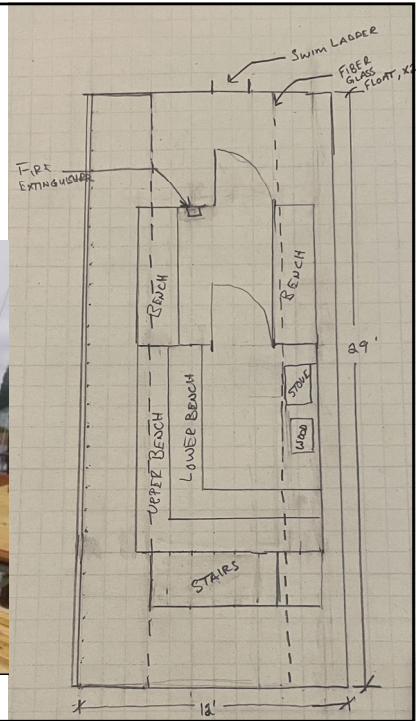
Cost	27		
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	Full	1/2 Full	1/4 Full
7-830	\$ 216	\$ 108	\$ 54
845-1015	\$ 216	\$ 108	\$ 54
1030-1200	\$ 216	\$ 108	\$ 54
1215-145	\$ 216	\$ 108	\$ 54

Revenue / Day	\$ 864	\$ 432	\$ 216
Revenue/Weekend	\$ 1,728	\$ 864	\$ 432
Revenue/Month	\$ 6,912	\$ 3,456	\$ 1,728
Revenue / 6 mo	\$ 41,472	\$ 20,736	\$ 10,368
Revenue / Year	\$ 89,856	\$ 44,928	\$ 22,464

8

Build & Design

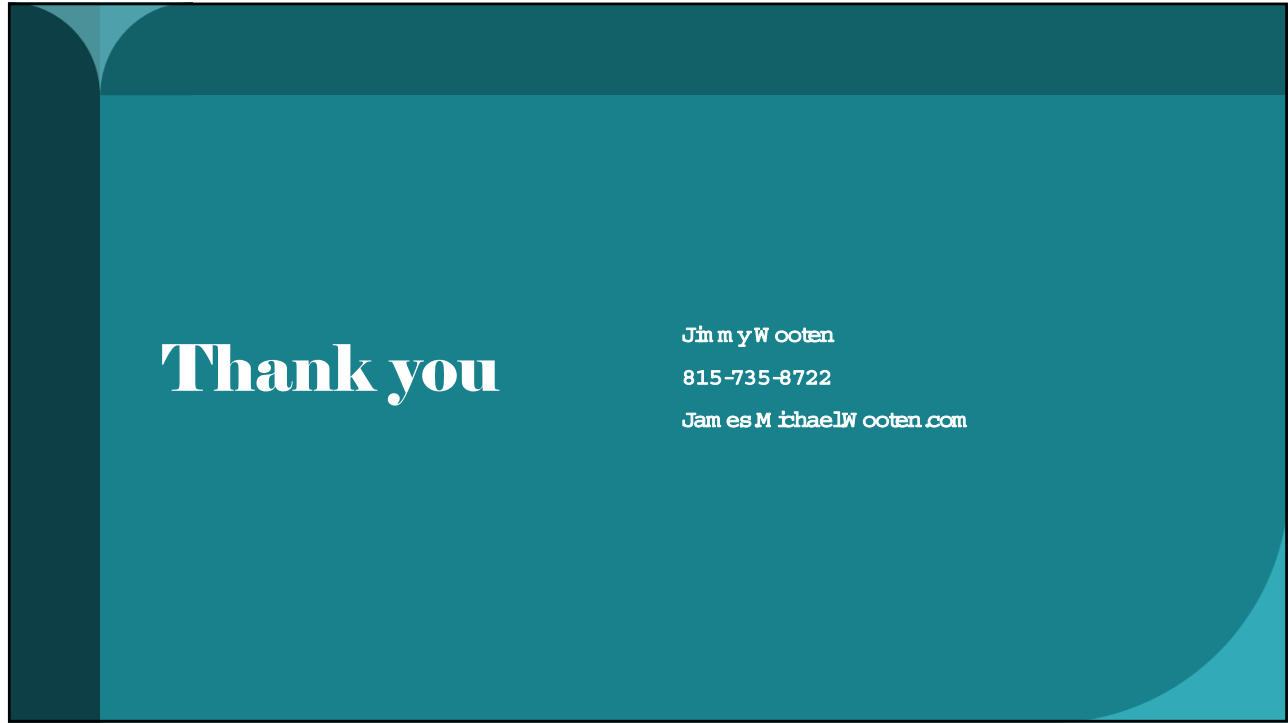


9

Build & Design



10



11



12



Executive Director's Report
March 19, 2024

ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR

RAPID READY MIX BANKRUPTCY PROCEEDINGS

- *Staff has been tracking Rapid Ready Mix's Chapter 11 bankruptcy proceedings which was filed March 1, the same day Beery Elsner & Hammond (BEH) sent the ten-day notice to settle.*
- *BEH does not practice in bankruptcy law. Staff has been talking with licensed attorneys about representing the Port in the proceedings.*
- *An Exec. Session has been scheduled for 5:00p to discuss the matter on Tuesday before the regularly scheduled Commission meeting.*

CENTENNIAL CELEBRATION

- *Staff is in discussions with Katie Kadlub, Hood River Chamber; and Lisa Commander, Hood River Museum, about a celebratory event later this fall.*
- *Would include bridge closure likely on October 27, 5k run, other events.*
- *Columbia Insurance has been alerted of possibility of public walking on bridge.*
- *A white paper will be developed to the Chamber for their board consideration.*

USCG BRIDGE LIFT REQUEST

- *Received comments from USCG on script to mariners. Will be making one-on-one calls to mariners informing and educating them to the need for the 30-day request.*
- *Facilities has developed a new procedure/forms for lift requests.*

BRIDGE 8-YEAR CIP

- *Staff is recommending – with the success of recent bridge funding – that the Port produce an 8-year Capital Improvement Plan and discontinue the 30-year CIP. Facilities Manager is working with HDR (structural) and WJE (electrical/mechanical) to develop a new plan which will then be shared with the Internal Bridge Committee.*

OTHER ITEMS

- *Finance is soliciting Moss Adams to prepare an operational procedure for the processing of HRWSBA invoices upon the IGA execution.*
- *Working with No. Apron hangar developer on a short-term storage agreement in the case the hangar kit arrives before the building permits are approved.*
- *Commissioner Sheppard appeared on KHR this week to discuss the infrastructure improvements surrounding Lot 1.*
- *Staff celebrated Jay Cruz-Bravo's 25th year anniversary. Jay started at the Port March 15, 1999.*
- *Staff is working with Commission Chapman to prepare for the next newsletter.*
- *Wiss Janney Elstner(WJE) has served as the bridge mechanical/electrical engineer for many years. As there are few firms in the United States that conduct this work and certainly not with the amount of knowledge of the Port's bridge, legal is suggesting*



adopting findings via resolution to allow for a sole source contract. A notice has been published and at the April 9th Spring Planning Session, there will be a brief hearing, findings adoption and a sole source master services agreement with work order no. 1 to be approved. This will allow WJE to begin the bi-annual electrical inspection required by ODOT.

ADMINISTRATION – PATTY ROSAS, EXECUTIVE ASSISTANT

- *SEI reports are **due April 15**. Please contact Patty if you need assistance.*
- *1st notification for the welding project in April went out on March 4 via email, social media platforms, and the Port website.*
- *Updated website staff listing, governance policy, and updated the email on all pages to info@portofhoodriver.com*
- *Working on Social Media guidelines and gathering topics for the newsletter.*
- *Attended the Project Management for Non-Project Managers training.*
- *Attended DocuSign training.*

FINANCE – DEBBIE SMITH-WAGAR, FINANCE DIRECTOR

- *Software: Training began in earnest over the last week. The system is very intuitive, so it is good to get training on advanced features and make sure we are using the system to its full potential. We are training on core financials this week and next, with training on the payroll and accounts receivable systems to follow.*
- *Replacement Bridge: The last few weeks have required a significant amount of Debbie's time to prepare for an indicative credit rating meeting on March 19th. This is part of the process for applying for a TIFIA loan to finance the last part of the bridge project. Representatives of the Kroll Bond Rating Agency (KBRA) will be in the Hood River/White Salmon area on the 19th to learn more about the project.*
- *Audit RFP: The Finance Department issued a request for proposals for audit services. There is a lack of licensed municipal auditors in the State of Oregon, but we are hoping for a good response.*

RECREATION/MARINA – DARYL STAFFORD, WATERFRONT MANAGER

- *Staff received a proposal for a Rowing Center on the waterfront for utilization of greenspace at Nichols (similar to HROCC), greenspace at the Marina Beach, and potentially a space on the dock when the boathouses are removed.*
- *Oregon Kiteboarding concession at the Event Site has closed their doors. They were unable to sell their business. This left a space on the upper Event Site dock that has been filled by Gorge Kite, a long time Port Concession that had a very small site on the same dock. Gorge Kites space vacancy will be taken over by Cascade Kiteboarding. We are excited for the opportunity for both businesses to grow.*
- *Staff received an inquiry about the possibility of opening a Kite E-Foil Demo Center at the Event Site/Nichols Basin. It was from one of the major kite brands that sells E-foils. We currently do not have a location for them.*

- The Port had a new event submit a proposal. Bristol Hospice would like to host a stunt kite flying contest on Lot #1 on Saturday, May, 18th as a fundraiser for Hearts of Hospice. Details are TBA. Staff has let them know that only the south half of Lot #1 would be available due to the Port’s needs for parking.
- The Port does not have a policy for banners on Port property, nor does it charge a fee. Staff will research common pricing in our area for signage and bring this item to the Commission as part of Spring Planning to add to our Master Fee list.
- Staff followed up with Mr. Orgain who gave a presentation at the last Commission meeting for a Jet Boat Tour business out of the Marina letting him know that we currently do not have moorage for his 50’ vessel. The dialogue will remain open with him if anything changes or if there are any possibilities for short term moorage once his vessel arrives.
- The Waterfront has a new event on March 17, 2024; a community Easter Egg Hunt at the Waterfront Park from 11am-2pm sponsored by Jen Dillard Real Estate Team.
- Staff received a proposal for a Nomad Festival this summer. This is an event where people with Sprinter and like style vans all meet and camp overnight typically drawing thousands of people. We let the organizer know that we don’t allow overnight parking/camping and that we would not be able to accommodate his request.
- The local adult Rugby group that is under the HR Parks & Rec umbrella has asked to temporarily use Marina Green for practice on Tuesdays from 5:30-7:30 due to the field that they typically use being closed for repair. Staff will issue a use agreement to accommodate them.
- Annual moorage and T-hangar rent was due on March 1st. All 36 T-Hangar tenants have paid in full for the year. 16 Marina tenants have balances due for a total of \$33,032. Tenants that have not paid on time will have a \$75 late fee assessed to their accounts. Those tenants who have not paid in full by April 1, 2024, are considered in default and are at risk of losing their slips.
- YTD Waterfront Parking Sales as of March 12, 2024:

YTD 2024 Annual Pass Sales Total	85	\$ 16,500.00
YTD 2023 Annual Pass Sales Comparison	105	\$ 22,400.00

Waterfront Parking PayByText & Flowbird App						
3/11/2024						
	Event Site	Hook	West Jensen	Waterfront	Marina	
2024	Total	Total	Total	Total	Total	Grand Total
January	\$962.46	\$342.28	\$188.95	\$382.81	\$96.90	\$1,973.40
February	\$314.88	\$118.19	\$88.25	\$126.68	\$90.38	\$738.38
March	\$110.90	\$35.30	\$4.15	\$43.15	\$78.15	\$271.65
Total	\$1,388.24	\$495.77	\$281.35	\$552.64	\$0.00	\$2,718.00

DEVELOPMENT/PROPERTY – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *Staff continues to maintain coordination between City Project Manager and Beam Excavation. Completion of field work for field work at Maritime East lot is projected for the Week of March 25th.*
- *Several notices of interest have been received inquiring about available space at the Big 7 Building. Once notification was provided that an assessor would be visiting the building, one of the existing tenants inspired several local artisans to visit the available spaces and inquire about leasing. On Wednesday, March 13th, several local artists met at the Big 7 Building to assess the available space but also consider the creation of a collaborative artist workspace. Staff is working with several interested parties to develop term sheets for leasing of the vacant space at Big 7.*
- *Staff is reviewing the draft Facility Inspection Reports to provide feedback to the contractor prior to moving to final documentation. The data from the reports will be used to develop an informed Capital Improvements List.*
- *Interviews with the three finalists of the Architectural Master Services Agreement (MSA) and a walkthrough of the Marina East Building were conducted on March 6th and 7th. The review committee convened and chose a finalist based upon a collective scoring matrix. A memo recommending the finalist for an MSA will be provided in this Commission packet via the Executive Director.*
- *Staff is working with the Western Federal Lands Highway Division to assess the option to relocate into a portion of the Wasco Building once their lease expires and the current Wasco tenant moves out. Staff is also looking to relocate the other tenants of the Marina East Building into the Wasco Building to accommodate the displacement due to the new bridge project.*

AIRPORT – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *Staff continue to work extensively with the FAA and PAE on the strategic plan to ensure that new T-Hangars are built on the South Apron using BIL funds. Due to National Marine Fisheries Service (NMFS) recent requirements for review of any new impervious surfaces installed will delay the installation of construction of the access apron for the new T-Hangars until said review is complete.*
- *A redlined version of the North Apron Development Agreement has been received from the developer and provided to legal counsel. Staff met with council to discuss ways to streamline the agreement negotiation process.*
- *Staff has received and responded to several shared comments, to the recently submitted Site Plan Application for the development of the North Apron. Staff is working with the County and neighboring landowners to address the stated concerns.*
- *Port Facilities staff is assisting to pursue a short-term repair of significant cracks in the taxi lanes around all T-Hangars. A proper repair is assumed is targeted as an FAA Grant in the future.*

FACILITIES – RYAN KLAPPRICH, FACILITIES MANAGER

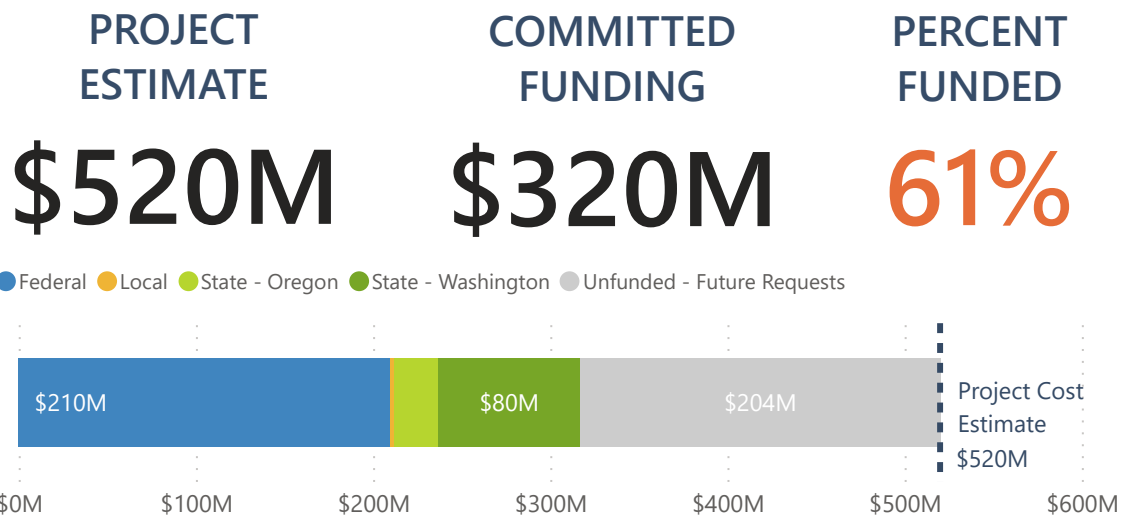
- *Re-Installed repaired aluminum ladder Nichols dock.*
- *Finished drywall patch at Pfriem from broken pipe.*
- *Repaired exterior fire sprinkler system at Jensen (broken fittings).*
- *Repaired street lights at boat ramp parking lot.*
- *Repaired leaks in Nichols irrigation (high water bills last year).*
- *Replaced oil seals in pump out station for boats.*
- *Replaced airport irrigation meter.*
- *Replacing worn out and missing signs throughout parks.*
- *Park walk way edging.*
- *Cutting overgrown grass from sprinkler heads and boxes.*
- *Lawn aerating.*
- *Skylight dome replacement at marina beach bathroom.*
- *Toll House canopy window washing.*
- *Dead tree and broken limb removal throughout parks.*
- *Toll House breeze by equipment adjustments.*
- *North tower gear box borescope inspection scheduled 3-18-2024.*
- *DMV thermostat adjustments (balancing between two tenants).*
- *Big 7 museum lease space light repair.*
- *Cleaning drainage ditch at airport.*
- *Installed 3 exterior lights for back parking area at Big 7.*
- *Replaced broken door handle due to vandalism at shower bathrooms.*

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Interactive Funding Tracker - last updated January 2024

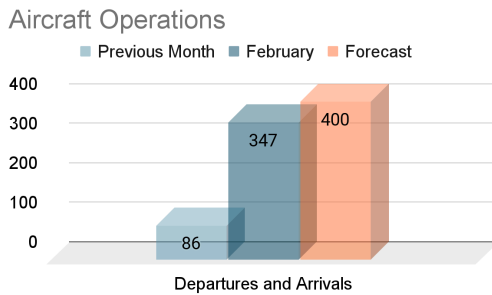
This tool shows how much of the projected total cost has been funded, as well as the sources of those funds. Click or tap on the different segments of the bar graph to filter the list below by source. Click or tap on the list headers to sort funds by amount, category or source.



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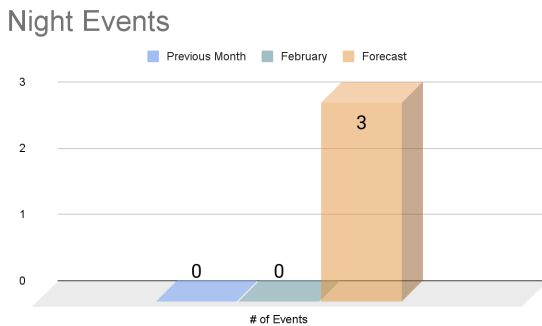
Airport Activity:

347 flight events took place at 4S2 in February. Low ceilings and cold weather hit the airport which led to reduced flight operations from previous years but still above projections. Anticipate a steady increase in flight operations as the seasons change.



Night Flights:

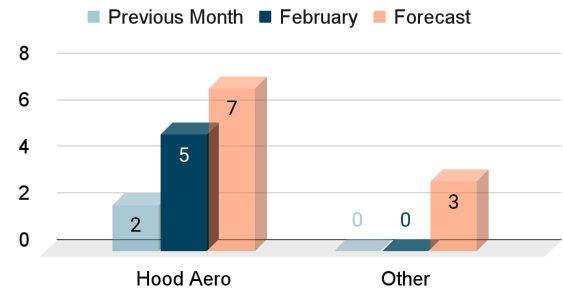
No internal night flights or night events were scheduled in February. No large events scheduled for March.



Flight Training: Hood Aero conducted 5 training events in February with an anticipated increase in March. No other training flights were conducted at 4S2 in

February.

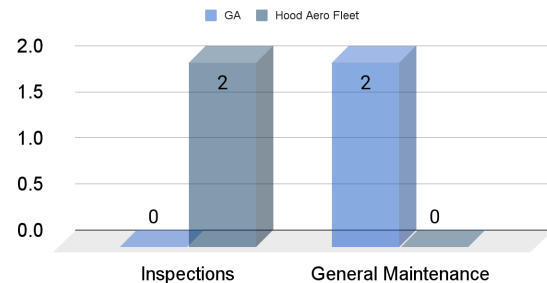
Flight Training Events



Maintenance Activity:

2 inspections were conducted on Hood Aero fleet aircraft as well as 2 unscheduled maintenance evolutions on local customer aircraft. Anticipate an upswing in unscheduled maintenance in March.

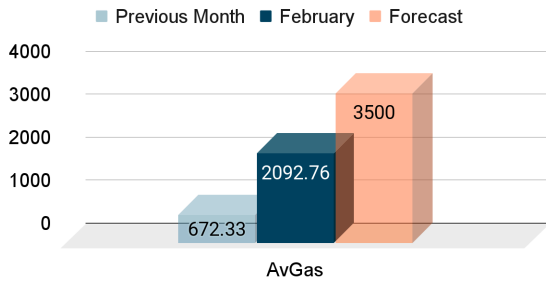
Maintenance Events



Fuel Sales: Fuel sales are starting to pick up as we start to move out of winter and more aircraft are flying. Anticipate an

increase in fuel sales throughout March.

Fuel Sales (Gallons)



Fuel Flowage Fees:

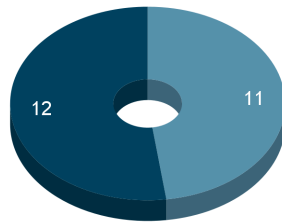
\$209.28 paid in flowage fees to the Port of Hood River in February. Based on .10 per gallon and a rounded sale of 2097.76 gallons.

Tie Down Activity:

- 23 total spots.
- 52% utilization for February averaged.
- No tie down fees collected in February.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs Long Term



Noise Feedback:

No noise complaints received by the FBO in February.

Pilot Feedback:

No specific pilot feedback was received by the FBO in February.

Airport Surfaces:

	Condition	Notes.
Rwy 7/25		
Grass Strip		
N. Ramp		
S. Ramp		
S. Gravel		
Taxiways		

Facilities:

	Condition	Notes.
N. Hangars		
S. Hangars		
FBO		
MX Hangar		
Ops Hangar		
Collins Hangar		
Blue Hangar		

Lighting:

- No issues noted with airport

Other:

- No other issues noted.

Port of Hood River
2023 Spring Planning Work Session
April 9, 2024
1:30PM – 4:30PM
1000 E. Port Marina Drive

DRAFT AGENDA

- I. Welcome & Introductions** (*Kristi Chapman, Commission President*) (5 min.)
- II. Meeting Overview** (*Kevin Greenwood, Executive Director*) (10 min.)
- a. *Preparing for FY 24 Budget*
 - b. *Reviewing Commission Goals from Fall Planning*
 - c. *Sustainability Goals*
- III. Current Financial Overview** (*Debbie Smith-Wagar, Finance Director*) (40 min.)
- Review Port financial policies and current/projected financial conditions.
Orientation to organization of 10-Yr. Financial Model.*
- IV. Long-Term Fiscal Sustainability** (30 min.)
- (*Kevin Greenwood, Executive Director*)
- a. *Use of Toll Revenue*
 - b. *Metrics and Management Process Steps*
 - c. *Fees, Charges, Rates*
 - d. *Capital Improvement Lists*
- **BREAK** -----
- V. Key Issues for FY 2024-25** (120 min.)
- Discuss specific issues that may impact on the FY 24/25 budget. Managers will summarize each topic and seek Commission discussion and direction.*
- a. *Airport* (*Greg Hagbery*)
 - *Develop So. Apron T-Hangars*
 - *No. Apron Progress*
 - b. *Marina/Waterfront Recreation* (*Daryl Stafford*)
 - *Waterfront Sustainability* (*Kevin*)
 - *Waterfront Access* (*Greg/Daryl*)
 - *American Cruise Line* (*Daryl*)
 - c. *Developable Land* (*Greg Hagbery*)
 - *Workforce Housing Park at Lower Mill Site* (*Kevin Greenwood*)
 - *Roundabout at Second and Riverside/Lot 1* (*Kevin Greenwood*)
 - *Roundabout at Second and Riverside/Lot 1* (*Kevin Greenwood*)
 - d. *Existing Buildings* (*Greg Hagbery*)
 - *NEW – Sell Big 7 Building*
 - e. *Existing Bridge* (*Ryan Klapprich*)
 - *NEW – New 8-year CIP*

- *NEW – Proceed with USCG Rule Change*
- f. *Bridge Replacement (Mike Shannon)*
 - *Administration Building Relocation to Marina East Building (Greenwood)*
 - *Prepare for Bridge Construction*
- g. *Administration*
 - *Financial Software Procurement for Proper Allocation (Debbie Smith-Wagar)*

VI. Other

Adjourn Work Session and Open Regular Session

Commission Memo



Prepared by: Greg Hagbery
Date: March 19, 2024
Re: Capital Improvements to the Halyard Building

The Halyard Building was originally constructed by the Port of Hood River in 2010. The asset currently has a top tier tenant and averages +/- 200K a year in revenue. It is currently occupied by pFriem Brewing Company LLC, with a lease through March of 2028 containing a seven year extension option, which pFriem has expressed interest in utilizing.

Given the relative youth of the building as compared to other Port assets, maintenance, and repair projects have not historically been a big necessity. With over a decade of use, areas around the facility and some of the building components now require consideration for repair and/or replacement.

Port staff was recently informed of two specific immediate repair needs. The bay door in Suite 103 leading to the loading area on the South side of the building is a residential grade door and needs replacement. Recently the door failed for a third time which creates a safety concern. The tenant has requested the Port forgo repair of the existing door and permanently replace the door with an industrial grade high frequency door to guarantee durability and increase the lifespan of the investment.

Additionally, Port staff was also informed that the asphalt in the back loading area is breaking down due to the high volume of forklift traffic and use. There are several areas where the asphalt is pitting and pooling. This condition will get worse if not addressed properly. The tenant has requested the Port permanently replace the asphalt (which would require continue repair) with reinforced concrete pads outside of each bay and a concrete slab connecting each bay slab. This replacement would negate the need for future repairs and substantially enhance the operability of the building while reducing long term maintenance costs.

The tenant has provided the attached request for “emergency” repairs, which are not included in this fiscal year’s budget. As well as quotes for the work to be accomplished. It is assumed that the Port could use the \$400K set aside for the refurbishment of the elevator in the Big 7 Building to finance these repairs in the Halyard Building.

Staff also reviewed the draft Facility Inspection Report to confirm that the asphalt condition was noted as needing repair, but the bay door condition was not captured during the inspection.

RECOMMENDATION: Approve replacement of the Halyard Building loading dock surface area and the bay door of Suite 103 for a total cost not to exceed \$65,875.

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Halyard Building Emergency Repairs

February 28th, 2024

1

Emergency Repairs Necessary at Halyard Building

Two areas of Halyard building have created logistical and safety hazards for pFriem employees

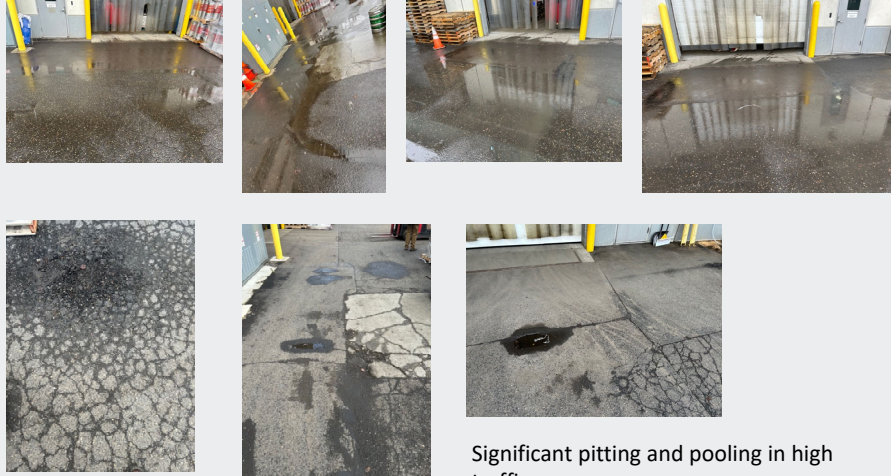
- The asphalt driveways behind the Suite 102 and 103 bay doors, and the connecting alleyways have become pitted, unstable, and damaged due to prolonged forklift traffic.
 - This is creating unstable forklift traffic, often carrying heavy, top heavy loads
- High frequency of opening and closing the residential-grade overhead door in Suite 103 have created safety issues, with the door cables & springs snapping twice in the past 2 years.
 - pFriem has already spent nearly \$10k in repairs of this door over the past 2 years
 - Need a more robust, industrial solution

PFRIEM

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2

Existing Condition Halyard Bay Asphalt



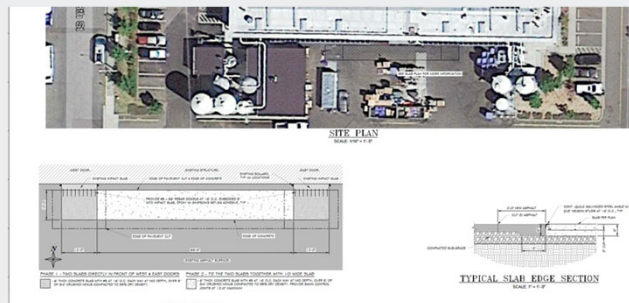
Significant pitting and pooling in high traffic areas



3

Concrete Impact Slabs

- Heavy forklift traffic has damaged the asphalt, leading to ruts, pits, safety concerns
- Reinforced concrete impact slabs are designed to absorb heavy traffic
- Schuepbach has designed a solution for pFriem for bays 102, 103 and a connecting strip
- Cost: \$33,900
- Schedule: Complete work by end May '24

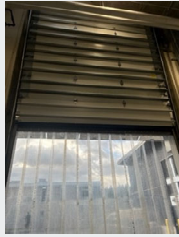


4

Suite 103 Bay Door Upgrade

- Currently installed bay doors in Halyard building are residential style doors, not designed for high frequency opening/closing
- Over time, wear and tear on these doors leads to high maintenance costs, and major safety issues (cable snapping has lead to falling doors)
- pFriem proposes a Raptor high-speed, high frequency door for Suite 103
- Cost: \$31,975
- Schedule: Complete by end May '24

Existing condition



Future Raptor high-speed door



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QUOTE: QT-205681

06/02/2023

PREPARED FOR:
Pfriem
707 Portway Avenue
Suite 101
Hood River, OR
97031, US

SEND PURCHASE ORDER TO:
Arbon Equipment Corporation - West
6807 NE 79th Ct, Suite E
Portland, OR
97218, United States
253-796-5580

LINE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Raptor Pro Door by Rite-Hite	1	\$29,010.00	\$29,010.00
2	Galvanized Steel and Labor to Build in Door Opening	1	\$2,500.00	\$2,500.00
3	Scissorlift Rental (Daily Rate)	1	\$465.00	\$465.00

<i>Freight and Handling</i>	Included
<i>Installation</i>	Included
<i>Tax</i>	Tax Exempt
TOTAL	\$ 31,975.00

Quote Summary:

Arbon to:

- Remove existing sectional door
- Dispose existing sectional door (off-site)
- Build in door opening with galvanized steel 2.5" on the right side of the door opening (nearest electrical panel)
- Mechanical installation of Raptor PRO Door
- Control and activation wiring
 - 460v 3phase power
 - EMT Conduit
 - Push Button and Pull Cord activation
- Lift rental needed for the installation

Pfriem to:

- Offload and store equipment until installation
- Provide a fused disconnect of 480v 3phase power to within 5'0 of the right side of the door opening



Zach Anctil
New Equipment Sales Rep

✉ zanctil@ritehite.com
☎ 503-752-1496
🌐 arbon.ritehite.com

Quote Description:
Pfriem, Hood River, (1) HighSpeed Door

LINE	PRODUCT DESCRIPTION
1	Raptor Pro Door by Rite-Hite

PRODUCT SPECIFICATIONS

Mounting Application:: Exterior Opening,Interior Mnt	Radio Control Receiver:: YES.....
Door Opening Width (ft):: 11	1-Button Transmitters:: 2
Door Opening Width (in):: 9	2-Button Transmitters:: 0
Door Opening Height (ft):: 12	3-Button Transmitters:: 0
Door Opening Height (in):: 0	Mtn Dtctr: BEA Falcon:: 0
Door Mntd Side Min Temp:: 50	Mtn Dtctr: BEA Falcon XL:: 0
Door Mntd Side Max Temp:: 50	Mtn Dtctr: BEA IS40:: 0
Opposite Side Min Temp:: 50	Mtn Dtctr: BEA IS40 XL:: 0
Opposite Side Max Temp:: 50	Motion Detector HD Mnt Brkt:: 0
Max wind/press exposure (MPH):: 1	Mtn Dtctr: BEA LZRI30:: 0
Operating hours per day:: 1	Mtn Dtctr: BEA LZR Widescan:: 0
Cycles per day:: 1	BEA Remote Control Programmer:: No
Is the EndUser Outside the US?: No	Activation By Others:: No
Motor Mount Location:: Right	Warning Device: Audible Alarm:: 0
Control Interface:: Touch Screen	Warning Device: Amber Strobe:: 0
Rite Hite Extended Warranty:: No	Warning Device: Red Strobe:: 0
Wireless Interlock Module:: No	Warning Device By Others:: No
Rotary Disconnect:: No	Warning Device Relay Option:: No
Voltage:: 460V / 3 ph	Sideframe Orientation:: Leg Out
Control Cable Length (ft):: 10	Vision Option:: No
Act: Induction Loop:: No	Header Shroud:: No
Act: Pull Cord Station, Wired:: 0	LED Countdown:: No
Wireless Activation Host:: No	LED PreAnnounce:: No
Act:1-BTN Wall Station,Wireles: 0	LED Virtual Vision:: No
Act: Pull Cord Station,Wireles: 0	Plastic Lumber Install Kit:: No
Act: Thru-Beam Photoeye:: 0	Wall Anchor Kit:: None
Act: 1-BTN Wall Station,Wired:: 1	Available Label Languages:: ENGLISH
Mtn Dtctr: BEA MS09 Touchless:: 0	Heavy Duty Shipping Crate:: No

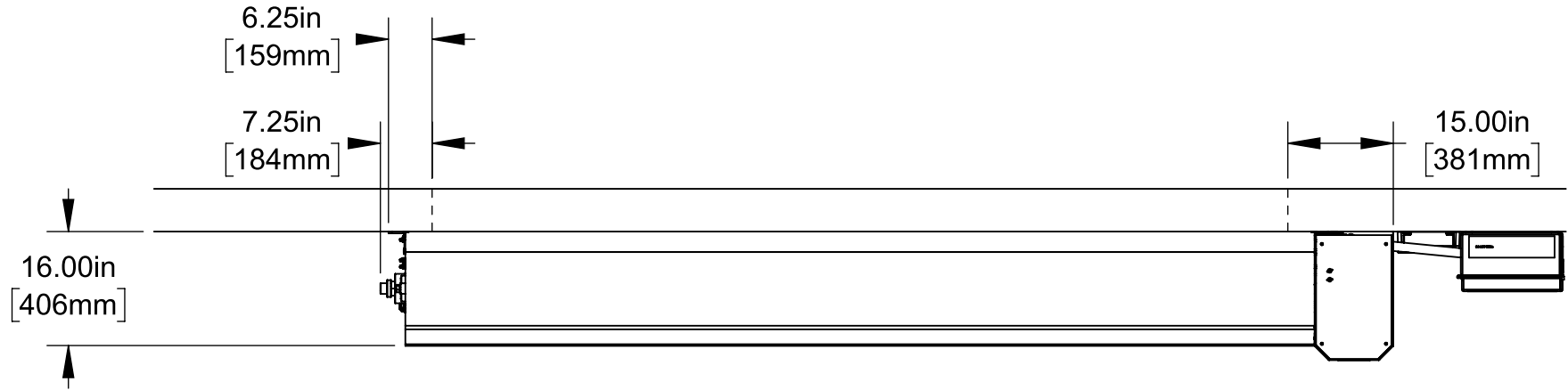
REFERENCE LINKS

- Raptor Rubber Pro Sell/Spec Sheet
- Raptor Rubber Series Doors Video
- Raptor Dock Raptor Pro High Speed Doors Installation/Service/Owner's Manual
- Rubber Doors Mini Whitepaper

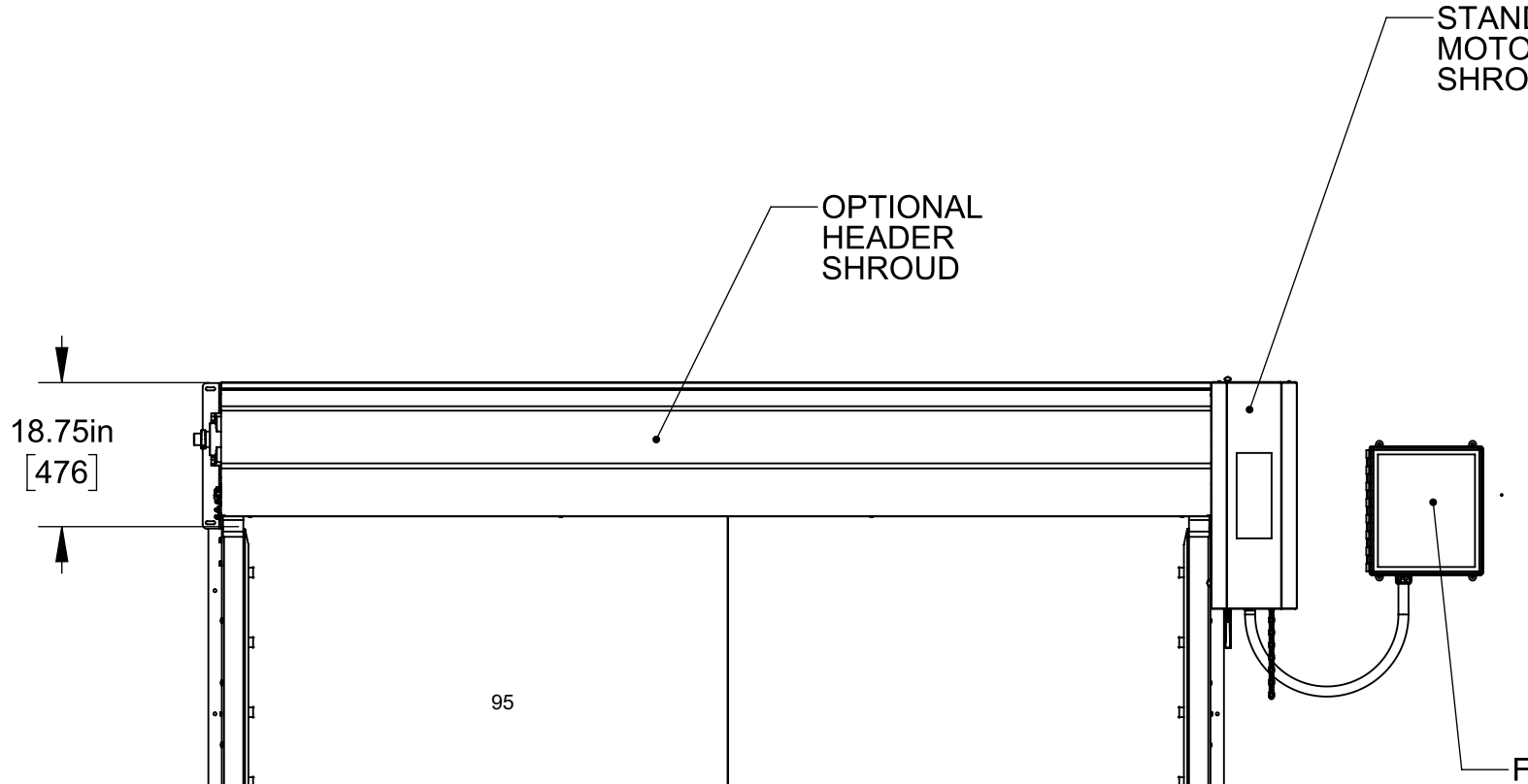
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NEXT ASSEMBLY	FINAL ASSEMBLY
FINAL	FINAL

D



C



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Raptor Pro Series Door

Rite-Hite's high performance Raptor Rubber Series Doors are designed to withstand the toughest, harshest environments. Building on Rite-Hite's reputation as the safest doors in the industry, they are now also the smartest.

Designed for a wide variety of openings

A single operational platform can be used for interior, exterior and high wind applications.

Durable, high-density material

A thick 1/4" SBR Rubber curtain incorporating Soft Breakaway Technology minimizes damage and eliminates downtime from impacts.

Simplicity made easy

With fewer moving parts, no hinges, cables or counterbalance springs to adjust.

One of the industry's highest operating speeds for a rubber door

Operating speeds up to 48" (1.2192 m/sec) per second depending on door size.

Smart, Connected Capabilities

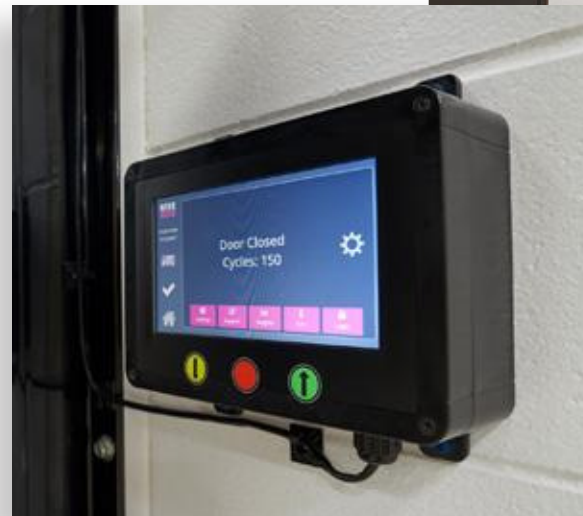
Rite-Hite provides smart, connected capabilities as part of the Rite-Hite Extended Warranty. Facilities gain visibility into their doors productivity and maintenance, helping to increase safety through the Rite-Hite Digital Platform.

TRUE Auto Re-feed™

After an accidental impact, the Raptor Pro rubber door re-feeds itself on the fly without human intervention, keeping your door closed and downtime to a minimum.

Inherently safer by design

Thanks to soft bottom design and Soft Breakaway Technology, springless design, light curtain and optional laser sensors.



Graphic User Interface (GUI)

Specifications

Speed

Peak speeds up to 48"/sec (1.2192 m/sec) with standard variable frequency drive. Top speed is dependent on door size.

Size

Minimum – 6'0" w x 8'0" h (1828 mm x 2438 mm)
Maximum – 16'0" w x 16'0" h (4876 mm x 4876 mm)

Curtain material

1/4" SBR Rubber, 2-ply material.

Side frames

Leg-In or Leg-Out option and able to be changed in field.

Drive system

Powered Up/Gravity Down Design with Direct Drive Variable Speed Operator (manual chain hoist included).

Electrical requirements

Three-phase: 208V, 230V, 460V,
 575V (Optional)

Graphic User Interface (GUI)

Industry's only 7" (178 mm) LCD touch screen interface that provides increased safety by allowing an individual to simply access the control box settings without wearing the necessary PPE often required for accessing a live electrical panel.

Curtain retention

Standard 20 psf static windload which is equivalent up to a 115 mph windload. Windload is dependent on door size.

Safety features

Soft Bottom Design - Soft Breakaway Technology,
 Light Curtain Detection and Reversing Slack Sensor.

Control box

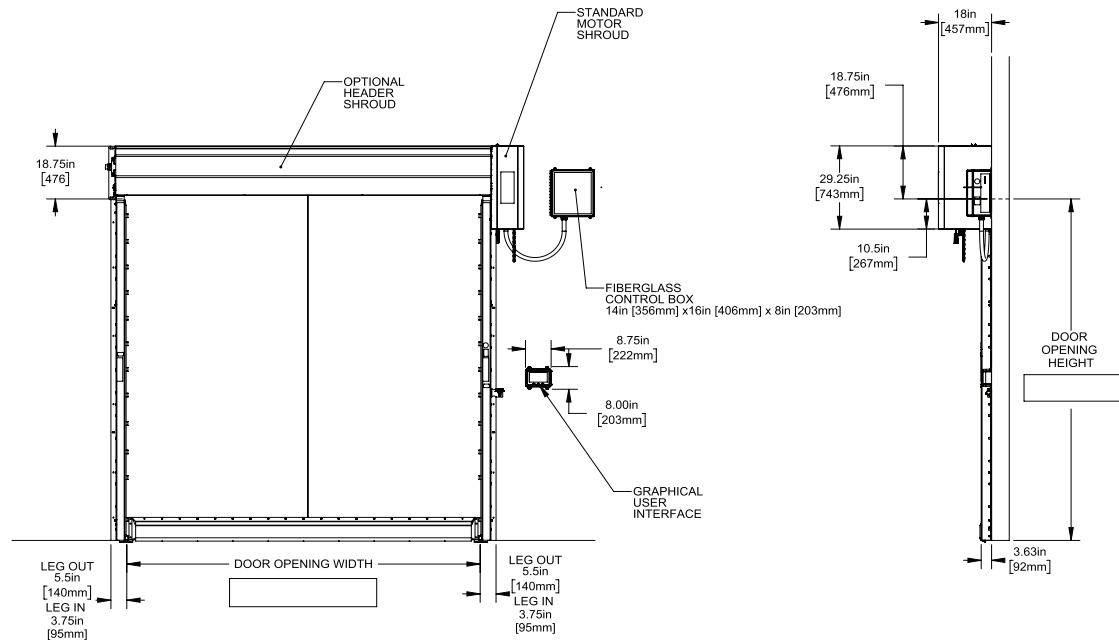
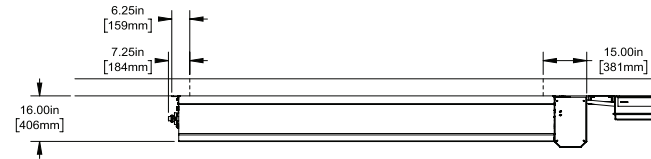
- » i-COMM™ 3 Digital Controller, variable frequency drive.
- » Pre-wired and factory tested.
- » Standard fiberglass NEMA 4X rated enclosure.

Warranty

Five (5) Year for motor, brake and gearbox.
 Two (2) Year on all mechanical and electrical parts.
 One (1) Year labor.

Rite-Hite extended warranty

Seven (7) Year drive system.
 Three (3) Year fabric/panel, electrical & mechanical.
 Two (2) Year labor.



RAPTOR PRO DETAILS

Note: Consult order form for additional product specifications & all available options.



D23RRPSS0303G1

Milwaukee, Wisconsin, USA

www.ritehite.com

P 414-355-2600 (800-456-0600)

F 414-355-9248

Rite-Hite® Raptor Door, TRUE Auto Re-feed™, i-COMM™ are trademarks of the Rite-Hite Holding Corporation. Rite-Hite products may be covered by one or more U.S. Patents with other U.S. and foreign patents pending. Patent coverage: www.ritehite.com/patents. The information herein is provided as a general reference only regarding the use of the applicable products. The specifications stated here are subject to change. Manufactured by Rite-Hite Doors, Inc.

TERMS AND CONDITIONS

Additional Terms:

- Prices are based on installation of equipment during normal business hours and normal business week (M-F) and based on all equipment being installed on same trip with driveway to be poured prior to start of installation

Standard Terms:

Standard Remarks

These Standard Remarks shall apply to the sale and/or provision of all products and services manufactured and sold by Rite-Hite Company, LLC, Arbon Equipment Corporation, Rite-Hite International, Inc., and DuctSox Corporation, their affiliates and representatives (collectively 'Seller'). These Standard Remarks are part of and incorporated into the Standard Terms and Conditions referenced herein and accessed at <https://ritehite.widen.net/content/eziwcztx1/pdf/Rite-Hite-Standard-Terms-and-Conditions.pdf>.

- A. Delivery will be per the project schedule, unless a specific 'order date/delivery date' has been set.
- B. If applicable, all product lead times are calculated from the time that all approved documentation is returned to us.
- C. All installation prices are based on reasonable access to the installation site. Seller reserves the right to address any additional costs incurred due to poor or obstructed access or interference by other trades or weather-related site conditions.
- D. Unless specifically stated otherwise, all installation will be performed by non-union personnel. If union labor is required additional charges will apply. This Agreement is not subject to prevailing wage requirements unless expressly stated and accompanied by required documentation and the applicable wage determination. Additional charges will apply for prevailing wage projects.
- E. By accepting this proposal, Purchaser accepts product specifications, configuration and terms and conditions.
- F. For Domestic transactions prices are F.O.B. manufacturer's point of shipment and are firm for 30 days on quantities shown. For International transactions prices are FCA Factory point of shipment and are firm for 30 days on quantities shown.
- G. Purchaser is responsible for all sales and use taxes not specified herein.
- H. ALL TERMS AND CONDITIONS ATTACHED OR HEREIN REFERENCED, INCLUDING LIMITATIONS ON LIABILITY AND DISCLAIMERS OF WARRANTY APPLY AND ARE INCORPORATED HEREIN BY REFERENCE.
- I. This proposal does not provide for additional project specific, COVID-19 specific, or other health emergency requirements including but not limited to additional PPE, health assessment, decontamination, or designated additional manpower. Any additional requirements must be identified in writing prior and presented to Seller for review. Any additional costs for additional equipment, labor, or logistics will be presented thereafter.
- J. Purchaser has read, understands and agrees to the prices, terms and conditions herein and incorporated by reference. Seller objects to any additional terms or conditions. Issuance of a purchase order and/or contract to purchase product or services shall be acceptance of these terms herein stated with or without signature. Any language, terms or conditions contained in a purchase order and/or contract that is contrary to those herein or those incorporated by reference shall be null and void as this is the complete and exclusive contract between Purchaser and Seller with respect to products and/or services. Shipment of any product or any services performed pursuant to a purchase order and/or agreement shall be unaffected by language contained in this proposal and any such shipment or performance of services shall be unaffected by language contrary in any purchase order or contract. All terms and conditions are incorporated by reference and contained also on Seller's website at <https://ritehite.widen.net/content/eziwcztx1/pdf/Rite-Hite-Standard-Terms-and-Conditions.pdf>.

Standard Terms & Conditions

(Revised 03.01.23)

- 1. ORDERS; QUOTATIONS.** These terms and conditions shall apply to the sale and/or provision of all products and services manufactured and sold by Rite-Hite Company, LLC, Arbon Equipment Corporation, Rite-Hite International, Inc. and DuctSox Corporation, their affiliates

and representatives (collectively 'Seller'). Purchaser has read, understands and agrees to the prices, terms and conditions herein and attached and Seller objects to any additional terms or conditions. Issuance of a purchase order and/or contract to purchase product or services shall be acceptance of these terms herein stated with or without signature. Any language, terms or conditions contained in a purchase order and/or contract that is contrary to those herein shall be null and void as this is the complete and exclusive contract between Purchaser and Seller with respect to products and/or services. Shipment of any product or any services performed pursuant to a purchase order and/or agreement shall be unaffected by language contained in this proposal and any such shipment or performance of services shall be unaffected by language contrary in any purchase order or contract. This Agreement is not subject to prevailing wage requirements unless expressly stated and accompanied by required documentation and the applicable wage determination. Any and all modifications to this Order must be in writing and signed by the Seller.

2. **PRICING.** For Domestic transactions prices are F.O.B. manufacturer's point of shipment and are firm for 30 days on quantities shown. For International transactions prices are FCA Factory point of shipment and are firm for 30 days on quantities shown. All bonds or permits shall be Purchaser's responsibility unless specified in a quotation. All quotations are void if not accepted by Purchaser in writing within 30 days from its date. Seller reserves the right to increase a quoted fee in the event that the Purchaser requests a variation on the goods agreed. If Purchaser does not take delivery of a confirmed Order for goods within 90 days of the agreed upon delivery date, Seller shall have the right to increase the purchase price provided Seller gives Purchaser reasonable notice of the proposed price increase. In the event of a proposed price increase based on the foregoing Purchaser shall have the right to cancel this agreement within 5 days after receipt of such notice and subject to the pre-shipment Cancellation Charges below.
3. **DELIVERY.** Delivery dates specified, if any, are estimates and Seller shall in no event be held liable for delays occasioned by labor disputes, material shortages, acts of God, epidemics, pandemics, fires, floods, severe storms, delays in transportation, or any event or circumstances beyond its exclusive control. IN THE EVENT OF A DELAY OR FAILURE OF PERFORMANCE NOT EXCUSED UNDER THE FOREGOING, SELLER'S LIABILITY SHALL NOT EXCEED THAT PORTION OF THE INVOICE PRICE REPRESENTED BY THE QUANTITY OR MATERIAL DELAYED OR NOT SHIPPED. Purchaser acknowledges that title and risk of loss shall pass upon delivery of the goods to carrier.
4. **PAYMENTS.** Net invoices will be paid within 30 days from the date of invoice for equipment purchases and 15 days from the date of invoice for service transactions. A finance charge of two-percent (2%) per month, or the highest rate allowed by law may be added to the unpaid balance on all accounts not paid in full on or before the due date. Purchaser shall be liable for all costs of collection for unpaid balances including but not limited reasonable attorney fees and court costs. Unloading of all goods is the responsibility of the Purchaser.
5. **WARRANTIES.** In all cases in which a manufacturer extends to Seller a limited warranty for finished goods covered by this document, that warranty and all associated limitations of liability shall control Purchaser's rights. Seller's standard limited warranty is as follows: Seller warrants that its products will be free from defects in design, materials and workmanship for a period of one to five years from the date of shipment depending on the product. All claims for breach of warranty must be made within 30 days after the defect is or can, with reasonable care, be detected. In order to be entitled to the benefits of this warranty, the products must have been properly installed, maintained, operated within their rated capacities, and not otherwise abused. This warranty is Seller's exclusive express warranty. SELLER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS WARRANTIES INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Nonstandard Seller warranties, if any, must be specified by Seller in writing. In the event of any defects covered by this limited warranty, Seller will remedy such defects by repairing or replacing any defective equipment or parts, bearing all of the costs for parts, labor and transportation. This shall be the exclusive remedy for all claims whether based on contract negligence or strict liability.
6. **EXTENDED WARRANTY.** If Purchaser has purchased an extended warranty for select Rite-Hite manufactured products then Purchaser acknowledges and agrees to the extended warranty terms and conditions contained on <https://ritehite.widen.net/content/btuwsnpg9v/pdf/Rite-Hite-Extended-Warranty-Agreement.pdf>.
7. **LIMITATION OF LIABILITY.** RITE-HITE COMPANY, LLC, ARBON EQUIPMENT CORPORATION, RITE-HITE INTERNATIONAL, INC. AND DUCTSOX CORPORATION AND THEIR PARENT, AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS, AND REPRESENTATIVES SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF THE USE OF ANY EQUIPMENT OR SPECIAL, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGE OF ANY KIND WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT OF GOODS OR REPERFORMANCE OF SERVICES, WITHOUT COST TO BUYER, OF DEFECTIVE MATERIALS, OR THE REPAYMENT OF THE PURCHASE PRICE UPON RETURN OF MATERIALS, OR THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF ANY DEFECTS, AS SELLER MAY SOLELY ELECT. Seller shall have the right, at all times hereafter, to inspect the materials and otherwise investigate Purchaser's claims.
8. **SPECIFICATIONS.** The application of a manufacturer's specifications to a particular job is the responsibility of the Purchaser.
9. **CANCELLATION CHARGES.** If Purchaser cancels an order for goods before accepting the goods for any reason other than a timely objection to a price increase, the following cancellation charges expressed in a percent of the purchase price will be paid by the Purchaser and constitute liquidated damages.
 - A. Standard equipment cancelled
 - before (pre) shipment - 20%
 - after shipment but before installation - 50% plus cost of shipment and return
 - B. Special equipment cancelled
 - before manufacturing - 20%
 - during manufacturing - 100%

- after shipment - 100% plus cost of shipment and return

'Standard Equipment' means any equipment described on current price list as available without modifications, options, or changes whether at additional cost or not excepting rail car ramps which are considered special equipment being manufactured to the purchaser's center line dimensions. All other equipment is special equipment.

- 10. PERFORMANCE.** Seller shall perform all services in a professional and workmanlike manner. Nothing herein shall be deemed to constitute Seller as a joint venturer, partner, or anything other than an independent contractor. Purchaser acknowledges that it will comply with all U.S. laws and regulations including but not limited to U.S. laws regulating export compliance. If Purchaser (i) fails to perform any of the terms and conditions to be performed by Purchaser, including, without limitation, payment of the purchase price when due, (ii) dissolves or is liquidated, or (iii) is the subject of a proceeding in bankruptcy, insolvency, receivership or assignment or the benefit of creditors, then Seller may, in its sole discretion, without notice to Purchaser, declare Purchaser to be in default. Upon or after default, Seller may, without notice, (i) defer any shipments or stop any materials shipped while in transit until payment in full is made, or until Seller is otherwise satisfied as to Purchaser's financial responsibility and Purchaser has given adequate assurance of payment to Seller as requested by Seller, (ii) cancel in whole, or in part, any and all orders then outstanding between Seller and Purchaser, (iii) declare all sums owing hereunder and under any other agreement, documents or instruments between Seller and Purchaser, whether now or hereafter existing to be immediately due and payable, and (iv) exercise any and all other rights and remedies available under applicable law, including, without limitation, the Uniform Commercial Code of Wisconsin. All attorneys' fees and legal expenses incurred by Seller in enforcing the same shall be borne by Purchaser.
- 11. INDEMNIFICATION.** Purchaser shall defend, indemnify and hold Seller, its agents and employees harmless against any and all liability including strict liability, any allegations, demands, claims, charges, causes of action, suits, proceedings, judgments, awards, orders, decrees, losses, fines, penalties, costs and expenses including but not limited to attorneys' fees arising out of Purchaser's use of the goods and/or services. Purchaser agrees that upon acceptance of the goods or services or payment hereunder, that any action shall be commenced within one (1) year.
- 12. CONFIDENTIAL INFORMATION.** Purchaser and Seller may have access to, acquire, or become acquainted with confidential and proprietary information relating to the other party's business, including without limitation, financial information, market information, business projections, business methods, algorithms, trade secrets, technology, contacts, etc. that is not generally known to the public (the 'confidential or proprietary information'). Each party shall hold in strictest confidence and shall not (other than as required in the performance of the party's duties or specifically allowed in writing) disclose or use, either directly or indirectly, any confidential or proprietary information, either during the term of the Agreement, or any time thereafter. Notwithstanding anything to the contrary, 'confidential or proprietary information' shall not include any information: (a) which is, at the time of disclosure, known to the recipient without violation of this Agreement or is generally available to the public; (b) which becomes at a later date, known to the recipient or generally available to the public through no act or omission of the recipient, and then only after such later date; or (c) to the extent which may be required by process of law to be disclosed by the recipient, but only upon prior written notice to the disclosing party of no less than ten (10) days, if notice is permitted, so that the disclosing party may obtain a protective order or other equitable relief. Seller shall continue to own all of its intellectual property rights related to its products and services made under this Agreement.
- 13. FIRMWARE.** Purchaser shall not, and shall not permit others to alter, adapt, translate, decompile, disassemble, copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to work around or discover any part of the software or firmware within the Rite-Hite Equipment.
- 14. VENUE/JURISDICTION/SEVERABILITY.** This transaction shall be governed by the laws of the State of Wisconsin. Purchaser hereby agrees that any all disputes arising under this Order shall be subject to adjudication only in the state courts of Milwaukee County, Wisconsin or the Eastern United States District Court in Milwaukee, Wisconsin and Purchaser hereby consents to the exclusive jurisdiction of those courts. Seller shall be entitled to attorneys' fees in the event it is the prevailing party in any dispute related to these terms and conditions. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. If any provision is declared invalid by a court of competent jurisdiction all other provisions shall remain in full force and effect.
- 15. ARBON CONTRACTOR LICENSE INFORMATION.** AZ # ROC208759 | CA # 997264 | LA # 69155 | NM # 91599 | NV # 0079601 & 0086469 | OR # 149586 | WA # ARBONEC023BG | WV # WV030549



Zach Ancia
New Equipment Sales Rep

✉ zancil@ritehite.com
☎ 503-752-1496

🌐 arbon.ritehite.com
6807 NE 79th Ct, Suite E
Portland, OR 97218
United States

PROPOSAL ACCEPTANCE

I have read and agree to the terms and conditions

Name: _____

Title: _____

Date Signed: _____

PO#: _____

Signature: _____

SCHUEPBACH CUSTOM BUILDERS, INC.

PO Box 759

Hood River, OR 97031

(541) 386-4166 Fax (541) 387-2837

CCB # 24403

December 9, 2023

pFriem Family Brewers

707 Portway Ave #101

Hood River, OR 97031

541-321-0490

Job – 2 Impact Slab on Grade / Alternate Connecting Slab on Grade - Revised

We hereby submit an estimate to provide labor and materials to set, pour and finish concrete as per drawing by Pioneer Surveying & Engineering dated 12/7/23.

Includes mobilization, demo & removal of existing asphalt, excavate 10”, place & compact 4” – ¾” minus rock, formwork, rebar, 2”x 2”x ¼” angle steel with nelson studs 16” oc (at impact slab edge), concrete, patch impact slab edge with asphalt.

No permits, fees, special bonds, prevailing wages, surveying, engineering, embeds (other than rebar & angle steel), waterproofing, joint sealant, painting, insulation, electrical, plumbing.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Impact Slabs - \$19,621.00

Alternate Connecting Slab - \$14,279.00

Payment to be made as follows: **Each month as work progresses to the value of 100% of all work completed.**

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance.

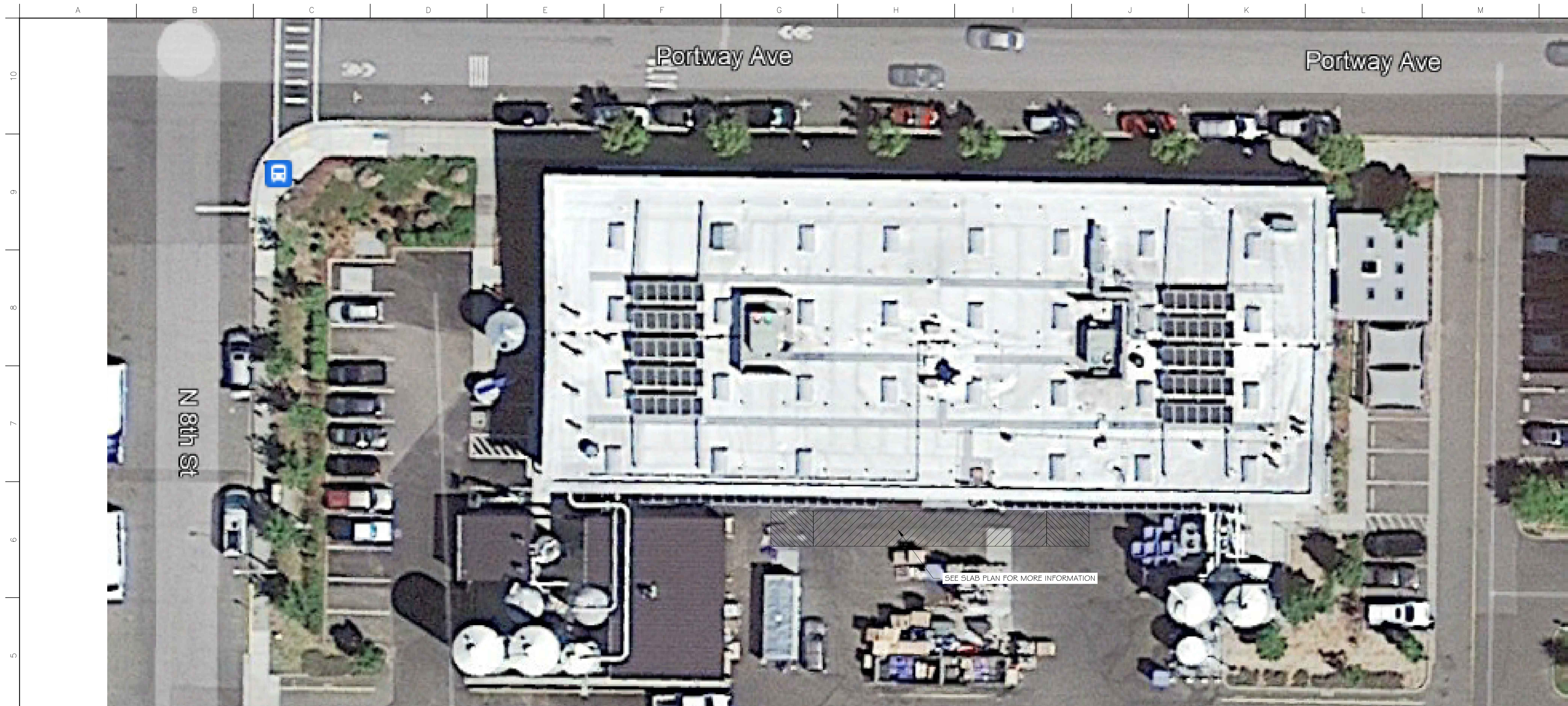
Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

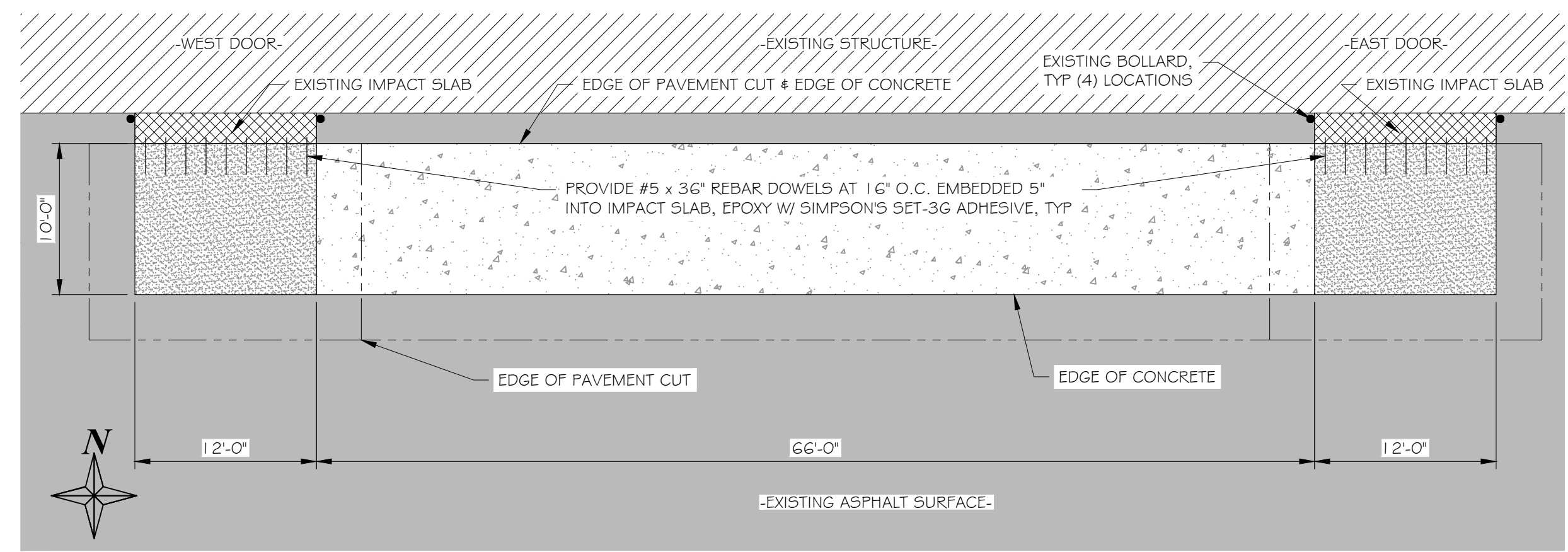
Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date of Acceptance _____

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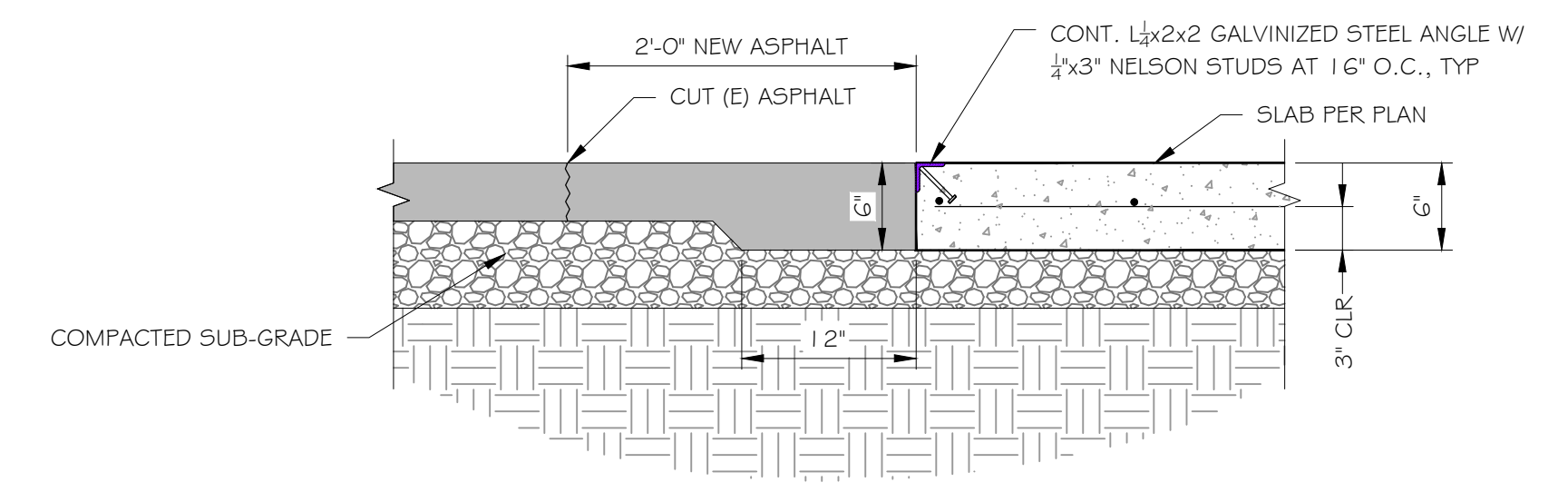
SITE PLAN
SCALE: 1/16" = 1'- 0"



PHASE 1 - TWO SLABS DIRECTLY IN FRONT OF WEST & EAST DOORS
 - 6" THICK CONCRETE SLAB WITH #5 AT 16" O.C., EACH WAY AT MID DEPTH, OVER 5" OF 3/4" CRUSHED MINUS COMPACTED TO 95% DRY DENSITY.

PHASE 2 - TIE THE TWO SLABS TOGETHER WITH 10' WIDE SLAB
 - 6" THICK CONCRETE SLAB WITH #5 AT 16" O.C., EACH WAY AT MID DEPTH, OVER 5" OF 3/4" CRUSHED MINUS COMPACTED TO 95% DRY DENSITY. PROVIDE SAWN CONTROL JOINTS AT 12'-0" MAXIMUM.

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



TYPICAL SLAB EDGE SECTION
SCALE: 1" = 1'- 0"

PSE
Pioneer Surveying & Engineering, Inc.
 Civil/Structural Engineering & Land Planning
 125 E. Simcoe Drive
 Goldendale, WA 98620
 P: 509-773-4945
 F: 509-773-5888
 pse@pioneersurveying.com

SCHUEPBACH CUSTOM BUILDERS, INC.
 PORT SLAB PLANS
 HOOD RIVER, OR
SITE PLAN, SLAB PLAN & SECTION

THIS DOCUMENT IS THE PROPERTY OF:
Pioneer Surveying & Engineering, Inc.
 ANY USE OF OR REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED.

DRAWN CLW 12/7/23
 CHECKED CLW 12/7/23

No.	Date	Revisions/Submittals
1	12/7/2023	FINAL SUBMITTAL

SHEET NO.
1 of 1
 SCALE: AS NOTED
 JOB NO. **23-264** REV.

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Commission Memo



Prepared by: Kevin Greenwood
Date: March 19, 2024
Re: IGA with Bridge Authority

The HRWSBA approved the attached IGA at their February meeting. Bill Ohle, the Port's outside counsel, was critical in negotiating the final language with the BA legal counsel. Commissioners Chapman and Gehring represented the Port in negotiations and discussions with their peers on the BA. Some of the highlights in this agreement include:

- Use of any remaining Bridge R&R cash reserves upon opening of the new bridge will be used to offset outstanding Port, with remainder applied to reduce tolls. (Sec. 1.1.g)
- Loan of \$500k for non-reimbursable expenses at zero percent rate for non-reimbursable expenses. (Sec. 1.1)
- September 2003 increased toll amounts will be transferred to HRWSBA bank account for required federal TIFIA loan reserves. (Sec. 1.2.b)
- Exec. Director approves all HRWSBA contracts/invoices after HRWSBA action; no further bridge replacement contracts or expenditures will appear on Port Commission agenda. (Sec. 2.2.c) Contract amendments between the Port and contractor (ie. HNTB) still need to go to Port Commission.
- If Authority is dissolved without constructing the Replacement Bridge, Reserve Fund shall revert to Port maintenance, repair and upgrades on existing bridge. (Sec. 1.2.f)
- Assign all grants and contracts, if allowed, over to the HRWSBA. (Sec. 2.1)
- Reimburse Port for relocation costs. (Sec. 5.1)
- This IGA does not cover real property transactions. (Sec. 5.2)

RECOMMENDED ACTION: MOTION to authorize signing the Intergovernmental Agreement with the Hood River White Salmon Bridge Authority for matters related to the replacement of the Hood River Bridge.

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**INTERGOVERNMENTAL AGREEMENT
CONCERNING THE WHITE SALMON – HOOD RIVER
BRIDGE AND RELATED MATTERS
BY AND BETWEEN
THE PORT OF HOOD RIVER
AND
THE HOOD RIVER WHITE SALMON BRIDGE AUTHORITY**

LIST OF EXHIBITS

- Exhibit A Form of Loan Agreement
- Exhibit B Fees for Services Provided by the Port

INTERGOVERNMENTAL AGREEMENT

This **Intergovernmental Agreement** (the “**Agreement**”) made and entered into as of _____, 2024, by and between the **PORT OF HOOD RIVER**, a public authority created pursuant to the laws of the State of Oregon, and having its principal executive office at 1000 E. Port Marina Drive, Hood River, Oregon 97031 (the “**Port**”) and the **HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY**, a public corporation duly organized under the 2022 Acts (defined herein), having the powers and authority granted under the 2022 Acts as well as all other powers and authorities granted to municipal corporations under Oregon law, and having its principal executive offices at 1000 E. Jewett Boulevard, Suite 204, White Salmon, Washington 98672 (the “**Bridge Authority**”). The Port and Bridge Authority are sometimes hereinafter referred to individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Port currently owns, operates and tolls an interstate bridge spanning the Columbia River between Hood River, Oregon and White Salmon, Washington, originally constructed in 1924 (the “**Existing Bridge**”), which is nearing the end of its useful life; and

WHEREAS, pursuant to and in accordance with Oregon Revised Statutes 381.700 to 381.755 (the “**Oregon Act**”) and Chapter 47.87 of the Revised Code of Washington (the “**Washington Act**”) (collectively, the “**2022 Acts**”) authorizing the Commission Formation Agreement by and among the City of Bingen, Washington; the City of White Salmon, Washington; the County of Klickitat, Washington; the County of Hood River, Oregon; and the Port of Hood River, Oregon, dated as of April 30, 2023 (the “**CFA**”), the Bridge Authority is charged with developing, constructing, owning, operating, maintaining, renewing, tolling, financing and governing a new bridge intended to replace the Existing Bridge (the “**Replacement Bridge**”) as well as the decommissioning of the Existing Bridge; and

WHEREAS, pursuant to the 2022 Acts, among other things, the Port, a local government as used in the 2022 Acts and ORS Chapter 190, may pledge or grant revenue or other assistance to support or guaranty, in whole or in part, the repayment of debt, costs of operations, or capitalization of reserves of the Bridge Authority, under such terms as the Bridge Authority and Port may agree, and the Bridge Authority may accept such assistance; and

WHEREAS, pursuant to the CFA, specifically, Exhibit C “Intergovernmental Transition Plan,” the parties to the CFA, including the Port, committed to act in good faith to agree to a plan, by January 1, 2024, to make additional local resources available for Bridge Authority costs and reserves, including increased toll rates on the Existing Bridge dedicated to capitalizing the Authority and to providing in-kind services or other resources to the Bridge Authority; and

WHEREAS, in 1994, the Port established a Bridge Repair and Replacement Fund (the “R&R Fund”) to be used solely for maintenance, repair and upgrades to the Existing Bridge; and

WHEREAS, in 1994, 2012 and 2018, the Port increased tolls on the Existing Bridge (collectively, the “Prior Toll Increases”) and dedicated the revenues derived from the Prior Toll Increases to the R&R Fund; and

WHEREAS, the Port adopted Resolution No. 2022-23-14 recognizing the importance of supporting the Replacement Bridge effort by using toll revenue exclusively for bridge operations, repair and replacement (collectively, “Bridge Activities”), and established as the official policy of the Port accomplishing the goal of operating all non-bridge related activities without toll revenue by no later than June 30, 2026; and

WHEREAS, the Port adopted Resolution 2023-24-1 authorizing a toll increase effective September 1, 2023 (the “2023 Toll Increase”) and dedicating the revenues derived from the 2023 Toll Increase to a separate Bi-State Bridge Replacement Fund to build required cash reserves to obtain federal financing for the Replacement Bridge; and

WHEREAS, pursuant to ORS 381.740, the Bridge Authority, for any lawful purpose, and without the necessity of any assent by electors, local governments or any other governmental entity, may by resolution provide for the issuance and sale of short-term obligations or other debt instruments in anticipation of any grant receipts from a local government or other receipts of the Bridge Authority; and

WHEREAS, the purpose of this Agreement is to (1) establish the terms and conditions pursuant to which the Port shall provide a line of credit to the Bridge Authority (as further defined herein, the “Port Loan”) for cash flow purposes and to pay for Bridge Authority expenses that are not otherwise reimbursable; (2) establish the process by which the Port will transfer the revenues

derived from the 2023 Toll Increase to the Bridge Authority in accordance with the 2022 Acts and Port Resolution 2023-24-1; (3) establish the process by which, upon completion of the Replacement Bridge and decommissioning, demolition, clean-up and remediation of the Existing Bridge (“Project Completion”), any funds then held by the Port for Bridge Activities, shall be applied; (4) assign certain professional and vendor contracts and grants that, prior to the formation of the Bridge Authority, were procured or applied for by the Port, as the case may be, while the Port served as the lead entity responsible for advancing the Replacement Bridge; (5) establish the process by which the Port will directly pay or reimburse allowable expenses of the Bridge Authority with funds that cannot be assigned, (6) define the in-kind services that the Port will continue to provide to the Bridge Authority in support of its efforts to advance the Replacement Bridge, and (7) establish the process in which the Bridge Authority shall compensate the Port for the cost of relocating its offices in order to facilitate the Replacement Bridge construction; and

WHEREAS, in order to fulfill the intent of the 2022 Acts and the CFA, the Port and the Bridge Authority anticipate additional agreements to address real estate transfers and related issues not addressed in this Agreement; and

WHEREAS, by the authority granted in Oregon Revised Statute (ORS) 190.110, Oregon units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

SECTION 1. LOAN TERMS AND TOLL REVENUE PAYMENTS

1.1 Loan

The Port shall extend to the Bridge Authority a revolving line of credit in the principal amount outstanding not to exceed at any time FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for cash flow and expenses that do not qualify for reimbursement or payment, or are disallowed, from grant funds (“non-reimbursable expenses”), at an interest rate of zero percent (0%) (the “Port Loan”). The outstanding balance of the Port Loan shall become due and payable

upon the occurrence of the earlier of: (i) Project Completion or (ii) the dissolution of the Bridge Authority. The Port Loan shall be memorialized in a written loan agreement substantially in the form attached hereto as **Exhibit A**.

1.2 Toll Revenues

(a) Prior to Project Completion, the Port shall continue to deposit all revenues derived from the Prior Toll Increases in the R&R Fund to be used solely for maintenance, repair and upgrades to the Existing Bridge.

(b) The Port shall continue to transfer to the Bridge Authority all revenues derived from the 2023 Toll Increase for deposit in a restricted account for the express purpose of creating a reserve fund to qualify the Bridge Authority for federal financing of the design, permitting, construction and commissioning of the Replacement Bridge (the "Reserve Fund"). The Port shall transfer all revenues derived from the 2023 Toll Increase to the Bridge Authority on a monthly basis. Prior to the Bridge Authority obtaining a federal loan to finance the design, permitting, construction and commissioning of the Replacement Bridge, the Port consents to the Bridge Authority granting a security interest in the Reserve Fund to secure any credit facility obtained by the Bridge Authority to finance the design, permitting, construction and commissioning of the Replacement Bridge.

(c) Commencing July 1, 2026, the Port shall not use any toll revenue derived from the Existing Bridge for any purpose other than Bridge Activities.

(d) When the Bridge Authority secures the required federal financing to construct the Replacement Bridge, any balance in the Reserve Fund in excess of that required to qualify for the federal financing shall be applied in the following order of priority: first, to reduce any outstanding balance of the Port Loan; and second, to reduce the amount of federal loans required for the Replacement Bridge.

(e) The amount in the Reserve Fund applied to reduce the amount of federal loans required for the Replacement Bridge and all revenues derived from the 2023 Toll Increase thereafter shall be applied to pay costs of constructing the Replacement Bridge and decommissioning the Existing Bridge.

(f) If the Bridge Authority is dissolved without constructing the Replacement Bridge, the

Reserve Fund shall revert to the Port for maintenance, repair and upgrades to the Existing Bridge, subject to any security interest granted by the Bridge Authority.

(g) It is anticipated that Project Completion will be achieved on or before October 1, 2029. Upon Project Completion, the Port shall provide an accounting of funds then on hand for Bridge Activities (other than the revenues derived from the 2023 Toll Increase), including amounts on deposit in the R&R Fund. All such funds and tolls shall be applied in the following order of priority: first, to reduce any outstanding balance of the Port Loan; and second, to reduce the balance of federal loans incurred for the Replacement Bridge.

SECTION 2. ASSIGNMENT AND DIRECTION OF PERFORMANCE OF CERTAIN CONTRACTS AND EXPENDITURE OF CERTAIN FUNDS

2.1 (a) The Port shall, simultaneously with the execution of this Agreement, assign to the Bridge Authority the following:

(i) All grants regarding any funding available with respect to the planning, design, permitting, financing, construction, operation and maintenance of the Replacement Bridge and/or the decommissioning of the Existing Bridge that are legally assignable and/or transferable, including the U.S. Department of Transportation's Better Utilizing Investments to Leverage Development (BUILD) Transportation Planning Grant;

(ii) The Professional Services Agreement with Schwabe Williams for legal services related to the Request for Proposals for Progressive Design-Build Services for the Hood River-White Salmon Bridge Replacement Project;

(iii) Owners Representative Contract with HNTB Corporation, dated as of July 8, 2022; and

(iv) Any other legally assignable contracts currently held by the Port for goods and/or services being provided for the benefit of the Bridge Authority, except those specific contracts identified by the Bridge Authority as contracts the Bridge Authority shall directly procure for itself.

2.2 (a) The Port shall, simultaneously with execution of this Agreement and continuing thereafter pursuant to this Agreement, utilize grant funds derived from grants that are legally assignable but have not yet been assigned or that are not legally assignable from the Port to the Bridge Authority, to pay expenses incurred or to be incurred by or on behalf of the Bridge

Authority that are consistent with the terms of such grants for the planning, design, permitting, financing, construction, operation and maintenance of the Replacement Bridge and/or the decommissioning of the Existing Bridge. To the extent that any Bridge Authority expenses are paid for by the Port but are non-reimbursable, those expenses shall be charged to the Port Loan;

(b) The Bridge Authority shall cooperate with the Port to provide such documentation, as may be reasonably necessary under any such grant described in Paragraph (a) of this Section 2.2, to support the Port's expenditure of grant funds for and on behalf of the Bridge Authority;

(c) To facilitate the requirements of this Section 2.2, the Port hereby grants to the Executive Director of the Port the authority to expend funds legally available and budgeted for the Replacement Bridge, including grant funds, on the expenses legally procured by the Bridge Authority for the Replacement Bridge and in those instances where the Port is able to use grant funds, but only to the extent such funds are free of any repayment obligation and not subsequently disallowed by the grantor, waive any reimbursement obligation of the Bridge Authority.

2.3. From time to time, the Parties may agree that work or services under certain contract(s) held by one Party would best facilitate Project Completion by having the other Party perform any or all functions and activities under such contract. In such event, the Parties shall enter into an intergovernmental agreement (IGA) specific to such contract(s), which IGA shall conform with ORS 190.110 and with any grant funding terms, as and if applicable to such contract(s).

2.4. As contemplated herein, the costs of decommissioning the Existing Bridge shall be the responsibility of the Bridge Authority. The Parties agree that the salvage value of the Existing Bridge shall be used by the Bridge Authority to reduce the balance of federal loans incurred for the Replacement Bridge.

SECTION 3. PROVISION OF CERTAIN SERVICES AND COOPERATION

3.1 The Port shall provide the Bridge Authority with the following administrative services through October 1, 2029 or such other date as may be agreed upon by the Parties:

- (a) Administrative aid, such as Executive Director and Chief Financial Officer functions;
- (b) Operational aid, such as processing invoices, vouchers and bills on behalf of the Bridge Authority, regular accounting and audit support.

The Port shall provide such services for the fee amounts set forth in **Exhibit B** of this Agreement; in no event shall such fees include any profit or overhead components.

3.2 Cooperation

The Bridge Authority shall obtain or cause to be obtained all applicable federal, state, county or municipal approvals and permits necessary to accomplish the work to be performed within Port property; provided however, that the Port shall cooperate with the Bridge Authority, at the expense of the Bridge Authority, in the permitting processes to the extent necessary.

SECTION 4. JURISDICTIONAL LIMITS AND MAINTENANCE RESPONSIBILITIES

(a) The Bridge Authority and the Port shall, within one hundred twenty (120) days following Project Completion, enter into a maintenance and jurisdiction agreement concerning, among other things, the jurisdictional limits and maintenance responsibilities of each Party with respect to certain improvements shared or utilized by both Parties, if any.

(b) During the construction of the Replacement Bridge, the Parties shall maintain an active dialogue concerning possible opportunities to assist each other with respect to long-term maintenance of certain ancillary aspects of the Replacement Bridge to the extent practical.

SECTION 5. REAL PROPERTY MATTERS

5.1 It is anticipated that the construction of the Replacement Bridge will require the Port to vacate and relocate from its current office building and that such building will be demolished. So as not to delay construction and to allow the Port ample time for the design and improvements of a new space necessary for the relocation, which are anticipated to take 18 months, subject to any applicable federal relocation requirements, the Bridge Authority agrees to reimburse the Port for all reasonable relocation expenses, including the design, real property improvements, and moving expenses necessitated by the relocation. The Bridge Authority shall pay such reimbursement from whatever funds it has available and are allowable for such expense, including but not limited to grant funds or loans. To the extent not otherwise paid by the Bridge Authority, such relocation expenses shall be charged to the Port Loan.

5.2 The Parties shall commence negotiations on a separate agreement covering real property matters for the Bridge Project (“Real Property Agreement”), including fee acquisitions, construction and maintenance easements, and related issues such as other relocation costs,

insurance and environmental issues. The Parties shall cooperate with each other to reach agreement and execute a Real Property Agreement to ensure timely Project Completion.

SECTION 6. INDEMNIFICATION/LIMITATION ON LIABILITY

(a) Indemnification. To the extent not prohibited by law, each Party (an “**Indemnifying Party**”) shall indemnify, save, and hold the other Party, and its respective officers, directors, commissioners, members, managers, employees, contractors, subcontractors, agents and successors and assigns (the “**Indemnified Parties**”) harmless against any and all claims, damages, losses, liabilities and court awards or judgments, including costs, expenses, and reasonable attorneys’ fees incurred as a result of any act or omission by the Indemnifying Party, or any of such Indemnifying Party’s employees, agents, contractors, subcontractors, or assignees, in connection with, relating to or resulting from: (i) any of the work or other activities performed in connection with the Replacement Bridge within Port property (ii) any breach of or non-compliance with the terms and conditions of this Agreement, except to the extent relating to or resulting from the other Party’s negligence or willful misconduct. The Bridge Authority shall expressly include the Port and its respective officers, directors, commissioners, members, managers, employees, contractors, subcontractors, agents and successors and assigns as indemnified parties in any and all indemnification provisions made under this Agreement for the benefit of the Bridge Authority, including, but not limited to, those relevant provisions within the jurisdictional agreements referenced in Section 4 hereof.

(b) Limitation on Liability. Notwithstanding anything contained herein to the contrary, no officer, director, commissioner, member, manager, agent or employee of a Party shall be charged personally or held contractually liable by or to the other Party or by any such persons under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

SECTION 7. CONSTRUCTION LIENS

No mechanics or construction liens may be filed against any property upon which the Replacement Bridge work is constructed. In the event a mechanics or construction lien is filed against Port property related to the Replacement Bridge work, the Bridge Authority shall cause same to be discharged within thirty (30) days after receipt of notice of said lien.

SECTION 8. COMPLIANCE WITH LAWS

The Parties and their respective consultants and contractors shall observe and comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders relating to the performance of this Agreement.

SECTION 9. GENERAL PROVISIONS

(a) No Oral Modifications. This Agreement may not be changed orally, but only by an agreement in writing and signed by all Parties.

(b) Partial Invalidity. To the extent that the intent and underlying or any significant purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

(c) Further Assurances. The Parties shall execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

(d) Execution in Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

(e) Governing Law. This Agreement shall be construed under and shall be governed in accordance with the laws of the State of Oregon.

(f) Binding Contract. This Agreement is binding upon and shall inure to the benefit of the Parties, their successors and assigns, and shall become effective when duly executed by all Parties.

(g) Third Party Rights/Obligations. This Agreement shall not be construed to create any rights or obligations on behalf of any parties other than the Bridge Authority and the Port.

(h) Termination of Agreement. This Agreement shall terminate upon completion by

the Parties of all their respective obligations under this Agreement,

(i) Authority. Except as otherwise expressly provided in this Agreement, the Port, in entering into this Agreement, does not in any way limit its exclusive authority over all Port-owned rights of way and improvements or any other rights of way under the Port's jurisdiction.

(j) Recitals. The Recitals hereinabove are incorporated herein by reference as if they were fully set forth in the body of this Agreement.

(k) Best Efforts. The Parties shall exercise best efforts to resolve all disputes arising under this Agreement in a timely fashion.

(l) Amendments and Modifications to the Agreement. This Agreement may need to be amended and modified as plans for the Replacement Bridge are finalized, and the Parties shall cooperate reasonably with each other to prepare and execute any necessary amendments and modifications to this Agreement.

(m) Notices and Demands. All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement (each, a "Notice") shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; or (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, and in each instance marked as regarding the Bridge Replacement Project; to the intended Party at the following addresses (or to such other address as may from time to time be specified in writing by such person):

If to the Bridge Authority: Hood River White Salmon Bridge Authority
1000 E. Jewett Boulevard, Suite 204
White Salmon, Washington 98672
Attn: Project Director

Mailing address: Hood River White Salmon Bridge Authority
P.O. Box 1425
Hood River, Oregon 97031

with copies to: General Counsel c/o above addresses

If to the Port: Port of Hood River
1000 E. Port Marina Drive
Hood River, Oregon 97031
Attn: Kevin Greenwood, Executive Director

with copies to: Port of Hood River
1000 E. Port Marina Drive
Hood River, Oregon 97031
Attn: Debbie Smith-Wagar, Finance Director

Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other person making the delivery. Notwithstanding the foregoing, all Notices received after 5:00 p.m., Pacific Standard or Daylight Time (as applicable), shall be deemed received on the first business day following delivery.


(n) No Assignment Without Written Consent. No assignment of this Agreement shall be effective without the express prior written consent of all the Parties, which shall be in each Party's sole discretion. In the absence of a written agreement of the Parties to the contrary, no such assignment shall relieve or release assignor of any of its obligations hereunder.


[Signature Pages and Exhibits Follow]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

WITNESS:

**HOOD RIVER-WHITE SALMON
BRIDGE AUTHORITY**

By: 
Name: Michaela Shanon
Title: Porter Director
Date: 2/26/24

By: 
Name: Jacob Anderson
Title: co-chair
Date: 2-26-24

WITNESS:

PORT OF HOOD RIVER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Form of Loan Agreement

LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of [____], 2024, by and between HOOD RIVER WHITE SALMON BRIDGE AUTHORITY, a public corporation that has the powers and authority granted under Oregon Revised Statutes 381.700 to 381.755, as well as all other powers and authorities granted to municipal corporations under Oregon law ("*Bridge Authority*"), and PORT OF HOOD RIVER, an Oregon port district ("*Port*").

Bridge Authority and Port have executed and delivered an Intergovernmental Agreement Concerning the White Salmon-Hood River Bridge and Related Matters dated [____], 2024 ("*Intergovernmental Agreement*").

Pursuant to the Intergovernmental Agreement, Port agreed to extend to Bridge Authority a revolving line of credit to be memorialized in a written loan agreement substantially in the form of this Agreement.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01. Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"*Agreement*" means this Loan Agreement, as the same may be supplemented and amended from time to time in accordance with its terms.

"*Availability Period*" means the period from and including the Closing Date to but excluding the Maturity Date.

"*Closing Date*" means [____], 2024.

"*Commission*" means the governing body of Bridge Authority.

"*Loan*" has the meaning set forth in Section 2.01.

"*Loan Notice*" means a notice of a borrowing of a Loan substantially in the form of Exhibit A.

"*Maturity Date*" means earlier to occur of: (a) Project Completion (as defined in the Intergovernmental Agreement); or (b) the dissolution of Bridge Authority.

"*Outstanding Amount*" means, on any date, the aggregate outstanding principal amount of the Loans after giving effect to any borrowings and prepayments of the Loans.

"*Resolution*" means the resolution adopted by the Commission authorizing the execution and delivery of this Agreement.

ARTICLE II. LOANS

Section 2.01. Loans. Subject to the terms and conditions set forth herein, Port agrees to establish a revolving line of credit and to make revolving loan advances (each, a “*Loan*”) to Bridge Authority from time to time during the Availability Period, as amounts prepaid on the Loan may be borrowed again. The Outstanding Amount shall never exceed \$500,000.

Section 2.02. Borrowings.

(a) Each borrowing shall be made upon Bridge Authority’s notice to Port by delivery to Port of a written Loan Notice, completed and signed by an authorized officer of Bridge Authority. Each Loan Notice must be received by Port not later than five business days prior to the requested date of any borrowing. Each borrowing shall be in a principal amount of not less than \$10,000, in any increment of \$1,000. Each Loan Notice shall specify the requested date of the borrowing (which shall be a business day) and the principal amount of the Loan to be borrowed.

(b) Port shall make all funds so received available to Bridge Authority by wire or electronic transfer of such funds in accordance with instructions provided to Port by Bridge Authority.

Section 2.03. Prepayments. Bridge Authority may, upon notice to Port, at any time or from time to time, voluntarily prepay any or all Loans in whole or in part.

Section 2.04. Repayment. Bridge Authority shall repay the Outstanding Amount to Port on the Maturity Date.

Section 2.05. Interest. As specified in the Intergovernmental Agreement, each Loan shall bear interest at the rate of zero percent.

Section 2.06. Evidence of Debt. The Loans shall be evidenced by one or more accounts or records maintained by Port in the ordinary course of business. The accounts or records maintained by Port shall be conclusive absent manifest error of the amount of the Loans made by Port to Bridge Authority and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of Bridge Authority hereunder to pay any amount owing with respect to the Loans.

Section 2.07. Payments. All payments to be made by Bridge Authority shall be made without condition or deduction for any counterclaim, defense, recoupment, or setoff. All payments by Bridge Authority hereunder shall be made to Port in United States dollars and in immediately available funds not later than 3:00 p.m. on the date specified herein. All payments received by Port after 3:00 p.m. shall be deemed received on the next business day. If any payment to be made by Bridge Authority shall come due on a day other than a business day, payment shall be made on the next business day.

ARTICLE III.
REPRESENTATIONS

Bridge Authority represents to Port that:

Section 3.01. Corporate Existence. Bridge Authority is a duly formed public corporation that has the powers and authority granted under Oregon Revised Statutes 381.700 to 381.755, as well as all other powers and authorities granted to municipal corporations under Oregon law, and under the constitution and laws of the State of Oregon has full legal right, power, and authority to own its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties owned or leased by it or in which the transactions of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary.

Section 3.02. Corporate Power. Bridge Authority has full legal right, power, and authority to enter into this Agreement and to carry out and consummate the transactions contemplated by this Agreement.

Section 3.03. Corporate Authorization. By all necessary action of Bridge Authority, the Commission has duly adopted the Resolution; the Resolution is in full force and effect; Bridge Authority has duly authorized and approved the execution and delivery of, and the performance by Bridge Authority of its obligations contained in, this Agreement; Bridge Authority has duly authorized and approved the consummation by it of all other transactions contemplated by this Agreement to have been performed or consummated by Bridge Authority at or prior to the Closing Date; and Bridge Authority has complied, and will at the time of each Loan be in compliance in all material respects, with the obligations on its part contained in this Agreement.

Section 3.04. Execution and Delivery; Binding Obligation. This Agreement has been duly executed and delivered by Bridge Authority; and this Agreement constitutes a legal, valid, and binding obligation of Bridge Authority, enforceable against Bridge Authority in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

Section 3.05. No Violation. Neither the execution and delivery nor the performance of this Agreement or the consummation of the transactions contemplated hereby, nor compliance with the provisions hereof by Bridge Authority, will: (a) conflict with or constitute a breach of or default (or an event which with notice or lapse of time or both would become default) under, or give to others any rights of termination, amendment, acceleration, or cancellation of, any material agreement, indenture, bond, note, resolution, agreement, or other instrument to which Bridge Authority is subject, or by which it is bound; (b) result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon Bridge Authority or under the terms of any such law, regulation, or instrument, except as provided by this Agreement; or (c) result in a violation of any applicable law.

Section 3.06. Governmental Actions. No authorization or approval or other action by, and no notice to or filing with, any governmental authority is required for the due execution, delivery, and performance by Bridge Authority of this Agreement or the transactions contemplated hereby.

Section 3.07. Litigation. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before any court, government agency, public board, or body, pending or, to the best knowledge of Bridge Authority, threatened against Bridge Authority which: (a) in any way questions the corporate existence of Bridge Authority or the titles of the officers of Bridge Authority to their respective offices; (b) affects or seeks to prohibit, restrain, or enjoin the execution or delivery of this Agreement, or in any way contests or affects the validity or enforceability of this Agreement or the adoption by the Commission of the Resolution or the execution and delivery by Bridge Authority of this Agreement; or (c) which may result in an adverse judgment exceeding \$500,000.

Section 3.08. Use of Proceeds. The proceeds of each Loan will be used by Bridge Authority for lawful purposes specified in the Intergovernmental Agreement.

Section 3.09. No Defaults. Bridge Authority is not in breach of or default under: (a) any applicable law, which breach or default would impair the ability of Bridge Authority to perform its obligations under this Agreement; or (b) any loan agreement, indenture, bond, note, resolution, or other material agreement or instrument to which Bridge Authority is a party or to which it is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such agreement or instrument.

ARTICLE IV. MISCELLANEOUS

Section 4.01. Amendments. No amendment or waiver of any provision of this Agreement, nor consent to any departure by Bridge Authority therefrom, shall in any event be effective unless the same shall be in writing and signed by Port and Bridge Authority, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 4.02. Notices; Electronic Communication.

(a) *Notices Generally.* All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, or sent by email transmission as follows:

Bridge Authority:

Hood River White Salmon Bridge Authority
Post Office Box 1425
Hood River, Oregon 97031
Attention: Debbie Smith-Wagar, Finance Director
Telephone: (541) 386-6651
Email: dsmith-wagar@portofhoodriver.com

Port:

Port of Hood River
1000 East Authority Marina Drive
Hood River, Oregon 97031
Attention: Kevin M. Greenwood, Executive Director
Telephone: (541) 386-1645
Email: kgreenwood@portofhoodriver.com

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by email shall be deemed to have been given upon the sender's receipt of an acknowledge from an intended recipient.

(b) *Change of Address.* Port or Bridge Authority may change its address, wire or electronic transfer instructions, or email address for notices and other communications hereunder by notice to the other party.

(c) *Electronic Communications.* This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure, or authorization related to this Agreement (each, a "Communication") may be in the form of an Electronic Record and may be executed using Electronic Signatures (including facsimile and PDF) and shall be considered an original, and shall have the same legal effect, validity, and enforceability as a paper record. This Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Agreement. For purposes of this subsection, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them by 15 U.S.C. § 7006, as it may be amended from time to time.

(d) *Reliance by Port.* Port shall be entitled to rely and act upon any notice purportedly given by or on behalf of Bridge Authority even if: (i) the notice was not made in a manner specified herein, was incomplete or was not preceded or followed by any other form of notice specified herein; or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof.

Section 4.03. Waivers of Default. No delay or omission of Port to exercise any right or power arising upon the occurrence of a default hereunder shall impair any right or power or shall be construed to be a waiver of any such default or to be an acquiescence therein. Every power and

remedy given by this Agreement to Port may be exercised from time to time and as often as may be deemed expedient by Port.

Section 4.04. Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to Port is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder to Port or now or hereafter existing at law or in equity.

Section 4.05. Expenses; Reimbursement; Damage Waiver.

(a) *Costs and Expenses.* Bridge Authority agrees to pay within 30 days after written notice by Port all reasonable costs and expenses, if any (including counsel fees and expenses), in connection with the enforcement (whether through negotiations, legal proceedings, or otherwise) of this Agreement.

(b) *Survival.* The agreements in this Section shall survive the termination of this Agreement and the repayment of all obligations hereunder.

Section 4.06. Binding Effect; No Assignment. This Agreement shall be binding upon and inure to the benefit of Bridge Authority and Port and their respective successors. Neither Bridge Authority nor Port may assign their respective rights or obligations hereunder or any interest herein without the prior written consent of the other party hereto.

Section 4.07. Effectiveness. This Agreement and the other instruments and documents delivered hereunder constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed and delivered by Bridge Authority and Port.

Section 4.08. Severability. If any one or more of the covenants or agreements provided in this Agreement to be performed on the part of Bridge Authority shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Agreement and shall in no way affect the validity of the other provisions of this Agreement. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever.


Section 4.09. Governing Law; Jurisdiction.

(a) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the law of the State of Oregon.

(b) *Submission to Jurisdiction.* Bridge Authority submits to the nonexclusive jurisdiction of the courts of the State of Oregon sitting in Hood River County and of the United States District Court of the District of Oregon, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement.

[Signature page follows]

HOOD RIVER WHITE SALMON BRIDGE AUTHORITY

By: 
Name: Jacob Anderson
Title: co-chair

PORT OF HOOD RIVER

By: _____
Name: _____
Title: _____

**EXHIBIT A
LOAN NOTICE**

Date: _____, _____

To:

Reference is made to that certain Loan Agreement, dated as of [____], 2024 (as amended, restated, supplemented, or otherwise modified in writing from time to time, the "*Agreement*"; the terms defined therein being used herein as therein defined), between Hood River White Salmon Bridge Authority, a public corporation that has the powers and authority granted under Oregon Revised Statutes 381.700 to 381.755, as well as all other powers and authorities granted to municipal corporations under Oregon law ("*Bridge Authority*") and Port of Hood River, an Oregon port district ("*Port*").

The undersigned hereby requests a borrowing of a Loan

1. On _____ (a business day).
2. In the amount of \$ _____.

Bridge Authority hereby certifies that the following statements are true on the date hereof, and will be true on the date of the borrowing requested herein:

(i) The representations contained in Article III of the Loan Agreement are true, complete, and correct on and as of the date of the borrowing requested herein, before and after giving effect to the borrowing requested herein and to the application of the proceeds therefrom, as though made on and as of such date; and

(ii) No event has occurred and is continuing, or would result from the borrowing requested herein or from the application of the proceeds therefrom, which constitutes a default or an event of default under the Agreement or, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Agreement.

HOOD RIVER WHITE SALMON BRIDGE AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT B

Fees for Services Provided by the Port

FEES

Executive Director	\$135.91
Finance Director	\$104.62
Deputy Finance Manager	\$ 60.19
Executive Assistant	\$ 60.02
Office Manager	\$ 53.00

Note that the above hourly rates are based on salaries in effect at 2/12/2024. Some staff are eligible for 5% step increases on their anniversary dates, and the Port generally gives all staff a cost-of-living adjustment (COLA) on July 1st.

Commission Memo



Prepared by: Kevin Greenwood, Executive Director
Date: March 19, 2024
Re: MSA/Work Order #1 w/ WSP for Lot 1
Transportation Improvements

Commissioner Sheppard and Staff held a total of four negotiation sessions with Scott Keillor's WSP team to generate the attached work order. Work Order No. 1 includes tasks for project management, grant writing, grant management, EDA compliance and amendment, coordinating with the Port and local, state and federal agencies, communication materials, and cost to complete analysis at each year end. There are two contingency tasks that won't be executed until later in the project, but they are significant. Task 8 includes any additional NEPA work and Task 9 would be construction management services if needed.

The Port's preference was to include as much of the work for the entire project in work order #1. This should minimize additional work orders which was a goal of the Commission. The entire work order totals \$1,507,590 including contingent items. Tasks 1-7 total \$380,475.

Funding for this work order comes from the Port's operational net income due to changes in recent personnel movement.

RECOMMENDATION: MOTION to approve a Master Services Agreement and Work Order No. 1 with WSP for Owners Representative Services related to Lot 1 Transportation Improvements.

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March 1, 2024

Mr. Kevin Greenwood, Executive Director
Port of Hood River
[via email]
Hood River Oregon

Subject: Work Order No. 1 scope and fee to Provide Professional Planning Services under the Lot 1 Owner’s Representative Master Services Agreement

Dear Kevin:

Thank you for the opportunity to provide professional planning services to the Port of Hood River as owner’s representative for Lot 1 Transportation Improvements. This draft work scope and fee address Work Order No. 1 based on Attachment B of RFQ for Owner’s Representative Services for Lot 1 Transportation Improvements, OregonBuys Number: S-R14210-00009069 and input gathered through meetings with you, Commissioner Sheppard, and the full Port Commission. Your input is reflected in this updated work order and associated cost proposal.

This Work Order No. 1 statement of work is proposed to assist the Port with a planned No. Second and Riverside Street roundabout and First Street realignment to support development of Lot 1 and to improve access and circulation to Lot 1 and the Hood River waterfront area.

PROJECT UNDERSTANDING

The project site (Lot 1) comprises approximately 7-acres of undeveloped land along the Columbia River waterfront in Hood River. Lot 1 is zoned Light Industrial by the City of Hood River. The area has been studied frequently over several decades. In Summer 2023, the Commission – after hearing a summary from KPFF on ways to remove traffic barriers on the waterfront – voted to move forward with the implementation of a roundabout at No. Second and Riverside.

The Port has since selected WSP as its owner’s representative to assist in getting the new set of Transportation Infrastructure improvements for Lot 1 funded and built by 2026. This includes the new roundabout on No. Second and Riverside; and a realignment of First Street that together unlock the Lot 1 development potential and serve critical circulation needs between I-84, downtown Hood River, and the waterfront.

The Port has previously obtained several grants for Lot 1 and is seeking additional grants to complete transportation improvements with an estimated cost of \$6.55 million. WSP will support management of existing grants (\$2.9 million), including from the Oregon Department of Transportation’s (ODOT) Immediate Opportunity Fund, Economic Development Administration funding, and COVID State Fiscal Recovery Grant funding. WSP will also focus on securing new grant funding to secure up to \$3.65 million for these infrastructure projects. Columbia Area

Transit (CAT) is also seeking grant funding for a new transit stop within the project. WSP will support coordination efforts between the Port and permitting agencies, including ODOT, the City of Hood River, and grant funding agencies. WSP will help drive the schedule for construction in 2025 in coordination with the Port and KPFF Consulting Engineers, the Port's project designer and Engineer-of-Record.

Currently the Port has authorized KPFF to complete full construction-ready plans for the roundabout. WSP will be looking for additional funding to complete design of the First Street re-alignment, so these activities will take place concurrently. WSP will monitor and advise the Port regarding KPFF contracted work progress and the need for additional engineering and construction management services.

Through the following scope of work WSP will assist the Port with securing and managing grant funds, as well as schedule and agency coordination, permitting and construction management for Lot 1 transportation improvements. WSP will prepare and deliver the following through this scope of work:

1. Grant applications
2. Grant reimbursement requests and reports
3. Permit applications
4. Project schedule with milestones
5. A review the Port's engineer-of-record's contract and 90% civil design
6. Communication materials
7. Participation in agency meetings to advance the project and build relationships

Contingent tasks subject to refinement and Port approval include:

1. Additional NEPA documents (contingent task)
2. Construction Management (contingent task)

OVERALL ASSUMPTIONS

- WSP will not provide engineering services, other than 3rd party review of the Port engineer's schedule and proposed designs prior to submittal.
- Work Order No 1 duration is March 2024 through December 2025.
- All meetings may be attended in person by our local project manager, engineer, construction manager, and/or online including other WSP staff.
- The Port is responsible for all grant and permit application fees.
- The Port will select the preferred grants to target in 2024 and 2025 (up to 3 including a Congressionally Directed Spending grant) based upon WSP's recommendations after researching opportunities.
- All WSP work products will be delivered in electronic format.
- A contingency task is needed should the Port's EIS categorical exclusion require revisions.
- A contingency task is needed to cover contractor and construction management services.

- All completion dates are targets that must be flexible to accommodate changes in programs, supportive work required by other Port consultants, and unforeseen events.
- WSP can prepare and advocate for project funding, permitting, and construction but cannot guarantee funds, permits or construction.
- Time extensions beyond 2025 require a 4% staff rate escalation annually.

Scope or Work

Task 1.0: Project Management

WSP will provide project management services throughout the duration of the project, to include the following during Work Order No. 1 (2024 and 2025):

- Regular contact with the Port's project manager.
- Monthly progress meetings with Port staff.
- Work schedule and bi-monthly schedule updates.
- Review of Port-led materials including talking points, letters, and PowerPoint presentations.
- Monthly invoices.

Assumptions

- Attendance by one WSP staff at up to 22 half-hour project management meetings with Port staff.
- Port-led materials review by WSP at 4 hours per month.

Deliverables

- Up to 22 emails summarizing key action items discussed at monthly project management team meetings.
- Overall owner's representative project schedule and bi-monthly updates.
- Up to 22 invoices.

Task 2.0: Grant Writing & Strategy

WSP will prepare draft and final grant applications for funding programs that best align with the project. WSP will research and develop the funding strategy to identify grant opportunities that match the Port's needs for \$3.65 million in funding for construction. The Port will identify up to 3 competitive grants for the project based on a strategy memorandum (provided under separate existing contract) with a summary of eligibility requirements and whether a Benefit Cost Analysis (BCA) will be required. For each grant application, WSP will provide a project narrative that addresses grant evaluation criteria and requirements. We will use materials provided by the Port (e.g. graphics provided by KPFF, traffic findings from DKS, support letters from agency partners provided by the Port, etc.) and will prepare two BCAs if required.

WSP will also attend meetings with Port staff and agencies for grant funding programs to assess criteria and determine the likelihood of funding. For example, WSP will assist the Port in a request to ODOT for \$1M above the current \$500,000 ODOT Immediate Opportunity Fund grant award based on state benefits from the project.

Assumptions

- The Port will share information on the project including past and present funding sources, narratives, and graphics.
- The Port will participate in up to two meetings with ODOT and up to 2 WSP staff, each up to 1 hour in length.
- Up to 3 hours is needed per person per meeting for meeting prep and summary notes delivered via email.
- Grant applications will include:
 - Narratives to describe the project and address the criteria.
 - Two benefit-cost analysis where required.
 - Materials provided by the Port including project graphics, partner agency letters of support, and other existing material, as required by the application instructions of each grant solicitation.
- All grant submittals are estimated at an average of 200 hours of WSP time each.
- Two grants will require production of Benefit Cost Analysis (BCA) to be included as appendix.
- Target grant submittals by end of 2024; programs and dates could change by agreement based on findings in the funding strategy memorandum and subsequent program updates.

Deliverables

- Draft and final agendas and summary notes for two agency meetings.
- Three draft and final grant applications (3) including:
 - Up to two Benefit Cost Analyses, and
 - Appendices.

Task 3.0: Grant Management

WSP will provide a project grant schedule (for up to 6 existing and future grants) and coordinate management tasks with Port staff. This will include quarterly grant management schedule updates and participation in regular coordination meetings with the Port and its consultants to identify critical path needs and action items required for the Port to manage existing grants (original matrix and 3 updates). WSP will work with Port staff to draft grant reimbursement requests and other brief reports for ultimate Port approval and submission.

Assumptions

- Port staff will review and comment on the grant schedule and 3 updates.
- Port staff will schedule and participate in up to two meetings with granting agencies and up to 2 WSP staff, each up to 1 hour in length.
- Up to 3 hours for preparation and summary notes via email.
- There will be up to 6 active grants (proposed and existing) and each quarterly grant reimbursement request form or other required brief reporting tasks (up to 2 pages) will be supported by Port-documentation.
 - WSP time estimated at 3 hours for each grant reimbursement requests is for an average of 4 grants and 6 quarterly forms (72 hours)

- WSP time estimated at 6 hours for each brief required report for an average of 4 grants with 2 brief reports annually (48 hours)

Deliverables

- Grant schedule and updates (3)
- Action items tracking matrix for grant management and updates (3)
- Grant reimbursement request forms and other required reporting.

Task 4.0: EDA Grant NEPA and Right-of-Way (ROW) Coordination

WSP will assist the Port with conveying its existing grant compliance for the EDA grant by documenting NEPA and ROW coordination. Grant requirement tracking will be provided in a 2–3-page memorandum based on NEPA documents already completed by the Port and ROW assurance in conjunction with the Port’s surveyor (Terra Surveying). This will require coordination with Terra Surveying to assure the land area need for the roundabout is within the public right-of-way and/or on Port property. This includes coordination with EDA on the existing \$1.9M EDA grant needed to transfer the project location from the prior Anchor Way extension to the new 2nd Street/Riverside roundabout. WSP will meet with the Port and EDA staff to present a brief memorandum describing the benefits of moving the funding from the approved Anchor Way/Second Street project to the new roundabout location. WSP will prepare a grant amendment memorandum for use by the Port in a contract amendment with EDA. If approved by EDA, WSP will track and assist the Port in meeting the grant reporting schedule as part of Task 3.0 above.

Assumptions

- This task includes no new technical NEPA documentation and relies on Terra Surveying records regarding ROW needs.
 - Task 8 is a contingent task to address additional NEPA documentation if needed.
- Port will participate in up to two meetings with EDA and other Port consultants (KPF and Terra Surveying) with up to 2 WSP staff, each up to 1 hour in length.
- Up to 3 hours per meeting for materials, preparation and summary notes delivered via email.
- If a revision to the Port’s existing NEPA Categorical Exclusion is required, a contingency reserve is provided in Task 8 (Contingency).

Deliverables

- Draft and final agendas and summary notes for two consultant and agency meetings.
- Draft and final 2–3-page memo to document NEPA status and ROW needs.
- Draft EDA Grant agreement amendment memorandum for review by Port and EDA.
- Memorandum documenting what other EDA Grant provisions are complete or required to be tracked under Task 3.0.

Task 5.0: Port and Agency Coordination

WSP will assist Port staff with briefings to the Port Commission and partner agencies to

convey the Project and Grant schedule and relay milestones and progress toward transportation improvement funding and design needs. WSP will assist the Port with permitting and manage progress on transportation improvements. This task will include:

- Close coordination with the Port and its partners, including regular meetings and briefings (up to 12).
- Review KPFF contract, schedule, and amendments.
- Preparation of PPT presentations, participation in and assistance with briefs selected by the Port.
- Facilitation of coordination among the Port, ODOT, and City of Hood River regarding permit strategies and funding.
- Review and advise the Port on contract provisions, amendments, and the project schedule produced by KPFF.
- Review and advise the Port on the 90% design pre-submittal plans.

Assumptions

- Up to 12 one-hour meetings are included for general agency coordination and briefings.
- Up to 12 hours per meeting for preparation, attendance and summary notes delivered via email.
 - Includes up to 8 hours for one base draft and final 12-slide PPT presentation.
 - Up to 2 hours per for 5 updates (10 hours) to the PPT presentation.
 - Attendance and summary notes (3 hours per meeting = 18 hours).
- Facilitate a clear understanding through regular communication between the Port, KPFF and other agencies on milestones, responsibilities, and schedule.
- WSP will track and convey KPFF progress to the Port regarding:
 - KPFF roundabout design scheduled for completion by 2024 (Q3)
 - Project Permitting complete by 2024 (Q4)
 - Construction of roundabout complete by 2025 (Q4)
 - Planning for First Street realignment design/construction concurrent with roundabout activities
- WSP review and comment on 90% civil design pre-submittal plans. Review of the construction cost estimate and specifications are not included.
- Up to two one-hour meetings for design review and permit discussions with the Port. Up to five hours per meeting for preparation, attendance, and summary notes delivered via email.
- Port and other consultants will provide all permit information to support WSP in completing up to 3 draft and final permits for City and ODOT consideration.
- Port and KPFF will participate in two permit progress meetings with WSP.
- Port will pay for permit application fees direct to City and ODOT.
- Contractor and Construction Management services are not included.
 - Task 9 is a contingent task for Construction Management services estimated at 20% of the \$5.7 million construction value, including contingency.

Deliverables

- Meeting materials including agendas and brief PPT presentations for 12 meetings.
- Summary notes via email to Port and participants.
- Schedule review notes and action items tracker.
- 90% civil design pre-submittal review notes to help guide Port and KPFF in final design.
- Design review/permitting meetings (2) and summary notes with action items via email to Port.
- Permit progress meetings (2) and summary notes
- Draft and final permits (3) required by the City of Hood River and ODOT.

Task 6.0: Communication Materials

During 2024 and 2025, the WSP team will provide a series of fact sheets and mailers suitable for use as handouts and formatted for posting on the Port’s website to keep the community informed about the project’s purpose and progress. We will provide one original fact sheet, and five additional updates, and format each update for website posting. WSP will draft the content, and Sprout Partners, project designer and DBE will provide design and layout services for the fact sheets and mailers.

Assumptions

- WSP will use Port graphics and provide content and layout for fact sheets and mailers.
- The Port will comment on the draft and final fact sheets (1 original and 5 updates).
- Sprout Partners will format the fact sheets to be printed and posted by the Port.
- The Port will distribute materials, post to their website, and pay postage for any mailers (or the Port may include content in its newsletter).

Deliverables

- Draft and final fact sheets and mailers, handouts or newsletters and website postings (6)

Task 7.0: Year-end Documents

By June 30, 2025, WSP will provide an estimated cost to complete Work Order No 1 tasks and provide a work plan that outlines project needs for 2026-2027.

Assumptions

- The bi-annual work plan is a 3–4-page memorandum.
- The port will provide comments and once agreed, the work plan provides the basis for a subsequent Work Order, if needed (e.g. Work Order 2, 2026-2027).

Deliverables

- Draft and final cost to complete Work Order No.1 tasks and a 2026-2027 work plan.

Task 8.0: (Contingency) Additional NEPA documentation

Task 8 is contingency task for WSP to provide NEPA documentation that may be required to move federal funds from Anchor Way to the Second/Riverside roundabout to the south. WSP and the Port will assess the actual needs to complete this task once the EDA grant diligence

process determines if there is a need for new documentation and a new or revised Categorical Exclusion. The deliverables and budget are subject to approval by the Port up to the amount specified.

Task 9:0: (Contingency) Construction management services

Subject to scope and fee refinement with Port Commission approval. WSP will manage construction in 2025 to complete the Second/Riverside roundabout and the realignment of First Street. This task will include regular site visits and bi-weekly meetings with the Port and contractor, and ODOT as needed. We anticipate 6-8 site visits per month, and will need to assess the final design and refine the work scope to determine the need for special studies such as core samples, depth and density in the new pavement batches, etc. WSP will assist in this capacity with ODOT approval since the Port is a non-certified agency working on construction in the City subject to ODOT review due to the proximity to I-84. WSP anticipates regular coordination with ODOT and the Port’s engineer of record (KPPF), but will not design or redesign KPPF’s work, rather will advise of compliance and potential non-compliant aspects of construction to the Port on an ongoing basis. Construction management personnel are supported by an estimate for their time, travel, lodging and meals, but scope and budget refinement with Port approval is required to activate this contingent task. This task is estimated at roughly 20% of the 5.7 million in estimated construction and contingency cost. The deliverables and budget are subject to approval by the Port up to the amount specified.

COMPENSATION

The following additional professional fees will be billed as incurred, including \$80,043 in expenses and will not exceed \$1,507,590 without written authorization, including specific authorization for contingent tasks 8.0 and 9.0.

Task 1.0: Project Management	\$	55,499
Task 2.0: Grant Writing	\$	150,928
Task 3.0: Grant Management	\$	9,808
Task 4.0: EDA Grant Coordination	\$	8,679
Task 5.0: Port and Agency Coordination	\$	125,162
Task 6.0: Communication Materials	\$	25,353
Task 7.0: Year-end Documentation	\$	5,046
Task 8.0: (Contingent) Additional NEPA documentation	\$	25,042
Task 9.0: (Contingent) Construction Management Services	\$	1,022,029
Expenses:	\$	80,044
Total	\$	1,507,590

Mr. Kevin Greenwood

March 1, 2024

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CLOSING

If you wish to accept this proposal for the services described above, please provide us with a contract amendment. This proposal is valid for 30 days. We thank you for the opportunity to offer this proposal, and we look forward to working with you. Should you have questions, please call us at 360-823-6100 or call my cell directly at 541-806-1535.

Sincerely,

Scott Keillor, AICP
Senior Vice President, Planning

Sign below to execute Work Order #1:

Kevin M. Greenwood, Executive Director
Port of Hood River
(541) 386-1138
kgreenwood@portofhoodriver.com

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Client Name: **PORT OF HOOD RIVER**
 Project Name: **PORT OF HOOD RIVER LOT 1 OWNER**

LABOR - WSP						by Task										
Firm	Name/Role	Category	Total Hours	Rate *	Total Labor	1.0 Project Management - PM	2.0 Grant Writing - GW	3.0 Grant Management - GM	4.0 Due Diligence - DD	5.0 Port + Agency Coord. - P+AC	6.0 Comms Mater'l - Coms	7.0 Year-end Documents - YED	8.0 NEPA Docs (CONT.) - NEPA Cont,	9.0 Const. Mngmt (CONT.) - CN Management Cont.		
WSP	Scott Keillor		0	1,607	\$ 286.81	\$ 460,901.18	176	88	20	26	264	24	12	37	960	
WSP	Jodi Mescher		0	1,434	\$ 99.40	\$ 142,542.99	23	116	10	15	264	36	16	90	864	
WSP	Ryan Hawkes		0	61	\$ 193.50	\$ 11,803.39	-	61	-	-	-	-	-	-	-	
WSP	Veronica Vong		0	3,440	\$ 195.64	\$ 672,997.55	-	-	-	-	80	-	-	-	3,360	
WSP	Brian Carrico		0	48	\$ 307.81	\$ 14,775.02	-	-	-	-	28	-	-	20	-	
WSP	Sarah Taylor		0	22	\$ 145.92	\$ 3,210.21	22	-	-	-	-	-	-	-	-	
WSP	Cora Potter		0	246	\$ 163.45	\$ 40,208.62	-	226	20	-	-	-	-	-	-	
WSP	Bakai Ruslandek Uulu		0	352	\$ 187.81	\$ 66,107.88	-	352	-	-	-	-	-	-	-	
WSP Subtotal						7,210.0	\$ 1,412,546.84	221	843	50	41	636	60	28	147	5,184
						\$ 55,974.75	\$ 151,620.71	\$ 9,999.19	\$ 8,948.06	\$ 126,229.52	\$ 10,461.89	\$ 5,032.14	\$ 25,714.38	\$ 1,018,566.20		

LABOR - SUBS															
Sprout	Nicole Schmidt		111	\$ 135.00	\$ 15,000.00	-	-	-	-	-	-	-	-	-	-
Subs Subtotal						111.1	\$ 15,000.00	-	-	-	-	-	-	-	-
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Labor Hours	7,321	221	843	50	41	636	60	28	147	5,184
Total Labor Revenue	\$ 1,427,546.84	\$ 55,974.75	\$ 151,620.71	\$ 9,999.19	\$ 8,948.06	\$ 126,229.52	\$ 10,461.89	\$ 5,032.14	\$ 25,714.38	\$ 1,018,566.20

EXPENSES - DETAIL OPTION 1 - BY TASK					by Task								
Expenses	Total	1.0 Project Management - PM	2.0 Grant Writing - GW	3.0 Grant Management - GM	4.0 Due Diligence - DD	5.0 Port + Agency Coord. - P+AC	6.0 Comms Mater'l - Coms	7.0 Year-end Documents - YED	8.0 NEPA Docs (CONT.) - NEPA Cont,	9.0 Const. Mngmt (CONT.) - CN Management Cont.			
Airfare	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Ground Transit	0	\$ 50,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Hotel	0	\$ -	\$ -	\$ -	\$ -	500.00	\$ -	\$ -	\$ -	50,000.00			
Meals & Incidentals	0	\$ 18,180.00	\$ -	\$ -	\$ -	180.00	\$ -	\$ -	\$ -	18,000.00			
Mileage	0	\$ 11,363.20	\$ -	\$ -	\$ -	2,318.20	\$ -	\$ -	\$ -	9,045.00			
Other	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Parking	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Expenses	\$ 80,043.20	\$ -	\$ -	\$ -	\$ -	\$ 2,998.20	\$ -	\$ -	\$ -	\$ 77,045.00			

	WSP	Sprout	0	0	0	0	0	0	0
Labor by Company	\$ 1,427,547	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses by Company	\$ 80,043	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PRICE BY COMPANY	\$ 1,507,590	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	1.0 Project Management - PM	2.0 Grant Writing - GW	3.0 Grant Management - GM	4.0 Due Diligence - DD	5.0 Port + Agency Coord. - P+AC	6.0 Comms Mater'l - Coms	7.0 Year-end Documents - YED	8.0 NEPA Docs (CONT.) - NEPA Cont,	9.0 Const. Mngmt (CONT.) - CN Management Cont.
Labor by Task	\$ 1,427,547	\$ 55,974.75	\$ 151,620.71	\$ 9,999.19	\$ 8,948.06	\$ 126,229.52	\$ 10,461.89	\$ 5,032.14	\$ 25,714.38
Expenses by Task	\$ 80,043	\$ -	\$ -	\$ -	\$ 2,998.20	\$ -	\$ -	\$ -	\$ 77,045.00
TOTAL PRICE BY TASK	\$ 1,507,590	\$ 55,974.75	\$ 151,620.71	\$ 9,999.19	\$ 8,948.06	\$ 129,227.72	\$ 10,461.89	\$ 5,032.14	\$ 1,095,611.20

* This rate is a blended rate taking into consideration the 4% escalation for work being completed in 2025.

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PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “**Port**”), and **WSP** (hereinafter referred to as “**Consultant**”).

In consideration of the mutual covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Port authorizes Consultant and Consultant agrees to carry out and complete services as described below:

1. **PROJECT:** Work shall be performed by Consultant in connection with a project generally described as: **Master Services Agreement for Owner’s Representative Services for Lot 1 Transportation Improvements** (the “Project”).
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in Work Orders issued by the Port from time to time (the “Services”) and to the extent described in this Agreement. Work Order No. One is attached hereto and incorporated herein and shall serve as a sample for future Work Orders. All provisions and covenants contained in said Work Orders are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Work Orders (if any) shall be resolved first in favor of this Agreement. Consultant shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Consultant acknowledges and agrees that Port may cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Consultant under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of Port. The Port is under no obligation to issue any further Work Orders but may do so at its sole discretion.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this Agreement is fully executed and shall terminate on **June 30, 2029**, unless sooner terminated or extended under the provisions of this Agreement. All Services under this Agreement shall be completed prior to the expiration of this Agreement.
4. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of the Services and any project schedule identified in a Work Order shall be binding on the parties.
5. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement and as specified in each individual Work Order. The total aggregate amount of all Work Orders under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000) (Compensation”), unless otherwise approved in writing by the Port. As provided within the Compensation of any Work Order, the Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant (“Reimbursable Expenses”). Consultant will obtain written

approval from Port prior to expenditure of any individual Reimbursable expense that exceeds \$500.00. Consultant will not exceed \$2,500.00 in total Reimbursable Expenses per any individual Work Order without prior written Port approval.

Consultant shall submit monthly invoices computed on the basis of the percentage of work completed or hours worked and detailing the Services provided to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice. Invoices received from the Consultant pursuant to this Agreement will be reviewed and approved by the Port prior to payment.

No compensation will be paid by Port for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation and Reimbursable Expenses shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of Port and Consultant. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation, Reimbursable Expenses, or any stated project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Consultant reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

6. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.

7. **ERRORS IN WORK; EXTRA OR CHANGES IN WORK:** Consultant shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost. Only the Port Key Personnel may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation or project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

8. REPRESENTATIONS: The Consultant represents and covenants that:

- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All Work Product of Consultant required to be stamped shall be stamped by the appropriately licensed professional.
- b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant has inspected the sites and all of the surrounding locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
- c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
- d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
- e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

9. CONSULTANT'S INSURANCE:

Consultant shall keep and maintain the following insurance for the duration of the contract period:

- a. 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 Contract.
- b. 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.
- c. 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 negligent acts, errors or omissions related to this Contract.
- d. Prior to commencing any Services under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the

continuation of required policies.

- e. 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 under ORS 656.027.)

As evidence of the insurance coverage required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the Port at the time Consultant returns the signed Agreement. The Commercial General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Consultant's services to be provided under this Agreement. 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 required, complete copies of the insurance policy shall be provided to the Port. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: the policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

- 10. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.
- 11. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
- 12. **ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

13. SUBCONSULTANTS:

- a. General. The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.

- b. Sub-Consultant Commitments: All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
 - i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
 - ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement.
 - iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.
 - iv. The subcontract/contract shall be subject to all applicable public contracting terms and provisions, as required by state law.

The Consultant shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.

Sub-consultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be sub-consultants of the Consultant and not consultants of the Port. The Consultant shall pay or cause each sub-consultant to pay all wages, salaries and other amounts due to the Consultant's sub-consultants in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-consultants. All sub-consultants shall have the skill and experience and any license or permits required to perform the Services assigned to them.

If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor by any person in connection with this Agreement as the claim becomes due, the Port may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Consultant pursuant to this Agreement. The Port's payment of a claim under this Section shall not relieve Consultant or Consultant's surety, if any, from responsibility for those claims.

14. TERMINATION NOT-FOR-CAUSE:

- a. Termination for Cause.
 - i. Consultant shall remedy any breach of this Agreement within the shortest reasonable time after Consultant first has actual notice of the breach or Port notifies Consultant of the breach, whichever is earlier. If Consultant fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within ten (10) days of actual notice or the Port's mailing, Port may terminate that part of the Agreement affected thereby upon written notice to Consultant, may obtain substitute services in a reasonable manner, and recover from Consultant the amount by which the price for those substitute

services exceeds the price for the same services under this Agreement.

- ii. If the breach is material and Consultant fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within five (5) days of the Port's notice Port may then treat Consultant as being in default and pursue any remedy available for such default at law or in equity.
 - iii. Pending a decision to terminate all or part of this Agreement, Port unilaterally may order Consultant to suspend all or part of the Services under this Agreement. If Port suspends terminates all or part of the Agreement pursuant to this Section, Consultant shall be entitled to compensation only for Services rendered prior to the date of termination or suspension, but not for any Services rendered after Port ordered termination or suspension of those Services. If Port suspends certain Services under this Agreement and later orders Consultant to resume those Services, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
 - iv. To recover amounts due under this Section, Port may withhold from any amounts owed by Port to Consultant, including but not limited to, amounts owed under this or any other Agreement between Consultant and Port.
- b. Termination for Convenience.** In addition to any other rights provided herein, the Port shall have the right to terminate all or part of this Agreement at any time and for its own convenience, by written notice to Consultant.
- c. Obligations of Consultant.** After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
- i. Stop work on the Services as specified in the notice of termination;
 - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
- d. Termination Settlement.** After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.

- e. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
- f. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
- g. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

15. FORCE MAJEURE: Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by unforeseeable circumstances beyond its reasonable control, including but not limited to acts of governmental authorities, civil unrest, war, lockouts, extraordinary weather conditions or other natural catastrophe. For delays resulting from unforeseeable material actions or inactions of Port or third parties beyond Consultant's reasonable control, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this Agreement subject to termination.

16. RECORD KEEPING: The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

17. WORK PRODUCT: All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the Services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years after Port makes final payment on this Agreement and all other pending matters are closed, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement and any generated work product shall vest in Port. Consultant shall execute any assignment or other documents necessary to affect this section. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this section. Consultant shall transfer to Port any data or other tangible property generated by

Consultant under this Agreement and necessary for the beneficial use of intellectual property covered by this section

Subject to the provisions of the Oregon Public Records Law (the "Law"), all construction documents, including, but not limited to, electronic documents prepared under this Agreement are for use only with this Project, and may not be used for any other construction related purpose, or dissemination to any contractor or construction related entity without written approval of the Consultant.

18. CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:

- a. Public Records. The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
- b. Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
- c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

19. DESIGNATION OF REPRESENTATIVES AND KEY PERSONNEL: The Port hereby designates Kevin Greenwood, Executive Director and the Consultant hereby designates [redacted], [Title] as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties (collectively, the "Key Personnel"). In consultation with the Port, the Consultant shall identify the Key Personnel acceptable to the Port who will provide the Services under this Agreement. None of these individuals may be changed, while still in the employ of the Consultant and not on legally required leave, without the Port's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Consultant acknowledges that the Port considers the individuals named as Key Personnel critical to the Consultant providing its Services under this Agreement, and the Port will not pay the cost of any individual providing the Services contemplated by the Key Personnel on behalf of Consultant unless such individuals have been approved by the Port in writing.

20. PUBLIC CONTRACTING REQUIREMENTS

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261

or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

- b. Payment for Labor or Material. Consultant shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- d. Liens and Claims. Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. Income Tax Withholding. Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Hours of Labor. Consultant shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)
- g. Medical Care for Employees. Consultant shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- h. Non-Discrimination. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- i. Lawn or Landscaping. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Consultant shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- j. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- k. Federal Environmental Laws. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- I. Tax Law Compliance. Consultant (to the best of Consultant knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:

1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;

3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and

4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

21. NOTICE: All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Agreement. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

22. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

23. INTERPRETATION: In this Agreement the singular includes the plural, and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such

amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

24. **BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
25. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
26. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
27. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
28. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
29. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
30. **MEDIATION; TRIAL WITHOUT A JURY.** If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.
31. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
32. **SEVERABILITY:** If any provision or portion of this Agreement is held to be unenforceable or invalid

by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

33. MODIFICATION: Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of Port and Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of _____, 2024.

Consultant: _____

Port of Hood River

Signed:

Name: _____
Title: _____
Date: _____
Address: _____
Phone/Email: _____

Signed:

Name: Kevin M. Greenwood
Title: Executive Director
Date: March 19, 2024
Address: 1000 E. Port Marina Drive,
Hood River, OR 97031
Phone/Email: (541) 386-1645
kgreenwood@portofhoodriver.com

- _____

CONTRACT EXHIBIT A – WORK ORDER NO. 1 SCOPE OF WORK

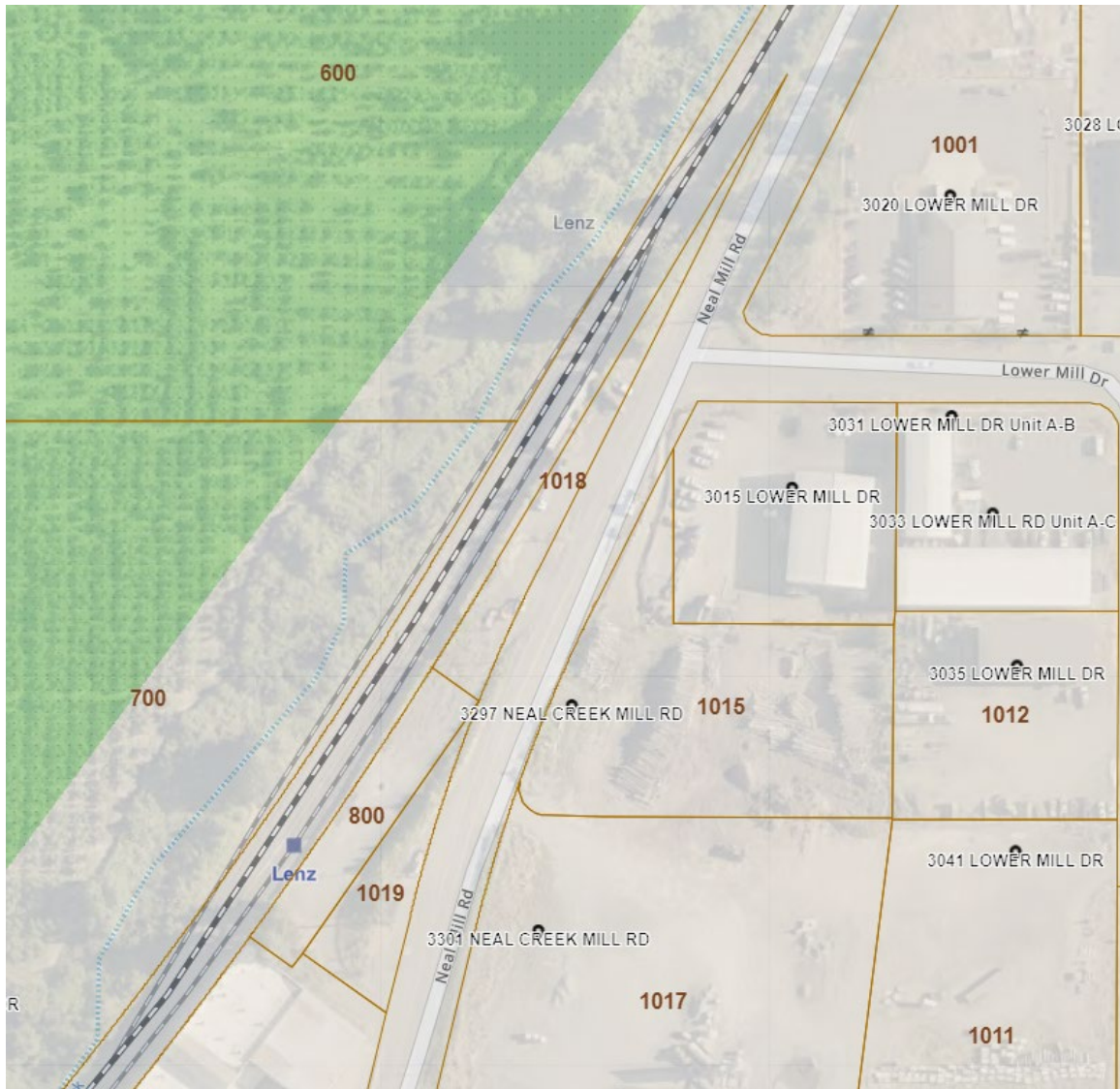
Commission Memo



Prepared by: Greg Hagbery
Date: March 19, 2024
Re: Sale of Tax Lots 1018 & 1019 to Mount Hood Railroad

During Executive Session on the May 3, 2022, staff informed the Commission that Scott Webster representing the Mt. Hood Railroad (MHR), contacted the Port to express interest in purchasing an easement over Tax Lot 02 N10 E25 B0 1019.

After further consideration and legal counsel, the Commission gave staff direction to proceed with sale of tax parcels 02 N10 E25 B0 1018 and 02 N10 E25 B0 1019 (shown below) to MHR.



Staff contracted an appraisal of said parcels, which determined the as-is market value of each remnant parcel as: Tax Lot 1018 - \$45,000; Tax Lot 1019 - \$65,000. \$110,000 collectively.

The attached Sales Agreement includes \$5,000 down on a 7-year payment program which includes interest at the annual rate of 7.40%, with the first of such installments to be paid on or before February 28, 2025, and each subsequent installment to be paid on or before February 28th each year thereafter until and including February 28, 2031. The agreement also includes a Promissory Note from Scott Webster to ensure full payment should Mount Hood Railroad default.

RECOMMENDATION: Approve Sales Agreement with Mount Hood Railroad for the sale of tax parcel 02N10E25B01018 and 02N10E25B01019

SALE AGREEMENT

DATE: March _____, 2024

SELLER: Port of Hood River
1000 E. Port Marine Drive
Hood River, OR 97031

BUYER: Hood River Railroad LLC dba Mt. Hood Railroad
2900 Van Horn Drive
Hood River, OR 97031

Recital

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located on it commonly known as 3289 Neal Creek Mill Road, Hood River, Oregon, having the following legal description (the "Property"):

Parcels 2 and 3 of Partition Plat No. 201910P as recorded in Hood River County Records on November 8, 2019, located in a portion of the northwest quarter of Section 25, Township 2 North, Range 10 East of the Willamette Meridian, Hood River County, State of Oregon.

Terms and Conditions

Now, therefore, for valuable consideration, the parties agree as follows:

- 1. Sale and Purchase.** Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$110,000.00 (the "Purchase Price").
- 2. Payment of Purchase Price.** The Purchase Price must be paid as follows:
 - 2.1** At closing, Buyer shall pay \$5,000.00.
 - 2.2** The balance of the Purchase Price, in the amount of \$105,000.00, will bear interest at the rate of seven and four-tenths percent (7.40%) per annum from the Closing Date and must be paid to Seller in accordance with the terms of a promissory note with Seller as payee and Buyer as maker, as follows:

- (1) Buyer will pay Seller the following installment payments annually:

2025	\$22,770
2026	\$21,660
2027	\$20,550
2028	\$19,440
2029	\$18,330
2030	\$17,220
2031	\$16,110

which payments include interest at the annual rate of 7.40%, with the first of such installments to be paid on or before February 28, 2025, and each subsequent installment to be paid on or before February 28th each year thereafter until and including February 28, 2031.

(2) Buyer will pay Seller the entire unpaid balance of the Purchase Price, plus any accrued interest thereon, and all other sums due Seller hereunder, on or before February 28, 2031.

(3) Buyer may prepay all or any portion of the unpaid balance of the Purchase Price at any time without penalty or premium. Any prepayments must be applied first to late charges or other amounts due to Seller, if any, then to interest, and the balance, if any, will be applied to principal. Any portion of a prepayment to be applied to principal must be applied to the oldest installments due, and will not excuse or reduce the regularly scheduled monthly installments of principal and interest hereunder.

(4) The promissory note must be secured by a first trust deed on the Property.

(5) The trust deed must provide, among other matters, that Buyer may not sell or transfer any interest in the Property or permit, except that Buyer may lease or grant access to said Property to Carson Oil, any lien or encumbrance to attach to the Property without the prior written consent which will not be unreasonably withheld.

2.3 If Buyer defaults on its obligation to make timely payments to Seller under this Section 2, Seller shall provide Buyer and Carson Oil with written notice of the default. Buyer shall have 30 days from the date of the notice to cure the payment default. If Buyer fails to cure, Carson Oil shall have the right to cure the payment default for 30 days from the expiration of Buyer's cure period. In the event neither Buyer nor Carson Oil cure the payment default, the title to the Property and all associated rights and interest therein shall revert to Seller. In such instance of failure to cure after notice is given, Seller shall have the right to re-enter the Property and take possession thereof and may dispossess all other persons and property from the Property. The parties shall record this right of reversion and re-entry in the associated trust deed. For the purpose of notice, Carson Oil's address is as follows:

Carson Oil
Attention:
Jeff Rouse
3125 NW 35th Ave.
Portland, OR 97210

4. Closing. Closing must take place on a mutually agreed upon date, but in no event later than April 12, 2024 (the "Closing Date"), at the offices of AmeriTitle, 419 State Street, Suite 2, Hood River, OR 97031. The terms *closed*, *closing*, or *closing date* mean when the deed or contract is recorded and funds are available to Seller. Each party must pay one-half of the escrow fee.

5. Preliminary Title Report. Within 10 days after full execution of this Agreement, Seller will furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies (or links to online copies if the report is furnished in digital form) of all exceptions listed therein (the "Title Report"). Buyer will have 10 days from receipt of the Title Report to review it and to notify Seller, in writing, of Buyer's disapproval of any special exceptions shown in the Title Report. Those exceptions the Buyer does not object to are referred to below as the "Permitted Exceptions." Zoning ordinances, building and use restrictions, property taxes that are not yet paid for the current tax year, and reservations in federal patents and state deeds are deemed Permitted Exceptions. If Buyer notifies Seller, in writing, of disapproval of any exceptions, Seller will have 10 days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in

Page 2 of 5 **Sale Agreement**

which the exceptions will be removed before the transaction closes (the “Seller Assurance Period”). If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within 10 days after expiration of the Seller Assurance Period, in which event the earnest money will be promptly refunded to Buyer and this Agreement will be of no further binding effect. Buyer shall pay the costs of the Title Insurance Policy

6. Conditions.

6.1 Buyer’s obligation to purchase the Property is contingent on satisfaction of each of the following conditions:

6.1.1 Buyer’s approval of its physical inspection of the Property, which may include, but will not be limited to, structural and pest inspections. Buyer will have until April 4, 2024, to complete its physical inspection of the Property. However, if Buyer wishes to conduct any invasive testing on any portion of the Property, or any sampling of soils or other elements of the Property for any purposes, advance consent from the Seller will first be sought, and Buyer will repair any damage caused by the testing.

6.2 Buyer and its agents may enter the Property to conduct Buyer’s inspections. Buyer agrees to indemnify and hold Seller harmless from all loss, damage, or liability arising out of Buyer’s or Buyer’s agents’ access to the Property under this section. If Buyer is not satisfied, in its sole discretion, with the result of Buyer’s inspections, Buyer may terminate this Agreement by written notice to Seller given at any time before the applicable date set forth above.

7. Marketable Title; Deed. On the Closing Date, unless agreed otherwise herein, Seller will convey marketable title to the Property to Buyer by statutory warranty deed, free and clear of all encumbrances, except for the Permitted Exceptions.

8. Title Insurance. Within 30 days after closing, Seller must furnish Buyer with an American Land Title Association owner’s policy of title insurance in the amount of the purchase price, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

9. Taxes; Prorates. Real-property taxes for the current tax year, insurance premiums (if Buyer assumes the existing policy), and other usual items must be prorated as of the Closing Date.

10. Possession. Buyer will be entitled to possession immediately on closing.

11. Insurance. Seller will insure the Property through closing against the losses covered by its existing insurance policy.

12. Seller’s Representations. Seller represents and warrants to Buyer that to the best of Seller’s knowledge, information, and belief:

(1) Seller knows of no material defects with respect to the Property;

(2) Seller has received no written notice of any liens or assessments to be levied against the Property;

(3) Seller has received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Property; and

(4) Seller is not a *foreign person* as that term is defined in IRC section 1445(f)(3). On the Closing Date, Seller will execute and deliver to Buyer a certification of nonforeign status on a form required by the IRS.

(5) The Property has never been used for the storage or disposal of any hazardous material or waste. No environmentally hazardous materials or wastes are contained on or under the Property, and the Property has not been identified by any governmental agency as a site on which environmentally hazardous materials or wastes have been or may have been located or deposited.

(6) Seller is aware of no material difference between the actual or apparent lines of possession or use of the Property and the legal boundaries of the Property.

(7) Seller is aware of no current or pending litigation or administrative action that may affect the Property.

All representations and warranties contained in this Agreement will survive closing and the conveyance of the Property to Buyer.

15. Binding Effect/Assignment Restricted. This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without Seller's prior written consent, which may not be unreasonably withheld by Seller.

16. Remedies. TIME IS OF THE ESSENCE OF THIS AGREEMENT. If the conditions described in section 6 above are satisfied or waived by Buyer and the transaction does not thereafter close, through no fault of Seller, Seller shall be entitled to such remedies for breach of contract as may be available under applicable law. If Seller fails to deliver the deed described in section 7 above on the Closing Date or otherwise fails to consummate this transaction, through no fault of Buyer, Buyer shall be entitled to such remedies for breach of contract as may be available under applicable law.

17. Attorney Fees. If an action is instituted to enforce or interpret any term of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in the action as set by the trial court and, in the event of appeal, as set by the appellate courts.

18. Notices. All notices and communications in connection with this Agreement must be given in writing and will be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted will be deemed effective three days after the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

19. Time for Performance. When the last day for performance of an act by a party falls on a Saturday, Sunday, or legal holiday, the performance of the act shall be considered timely if it is performed on the next day that is not a Saturday, Sunday, or legal holiday.

20. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

21. Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon.

22. Acceptance. This Agreement will be null and void unless accepted by Seller, by Seller's execution of it, on or before March 28, 2024.

23. Statutory Warning. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010, ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

SELLER:
PORT OF HOOD RIVER

BUYER:
HOOD RIVER RAILROAD, LLC
dba Mt. Hood Railroad

By _____,
_____, Board Chair

By _____
L. Scott Webster, Manager

Dated: March ____, 2024

Dated: March ____, 2024

PROMISSORY NOTE

\$105,000.00

March _____, 2024

FOR VALUE RECEIVED, the undersigned (“Borrower”), jointly and severally, promises to pay to the order of PORT OF HOOD RIVER, at 1000 Port Marina Drive, Hood River, OR 97031, or to another person and at another place that the holder of this Note may designate (“Lender”), the principal sum of One Hundred and Five Thousand & no/100 Dollars (\$105,000.00), or as much as may be advanced under this Note, together with interest, payable in the manner and on the terms set forth in this Note:

1. *Interest Rate.* The outstanding principal balance will bear interest from the date of disbursement at a rate of seven and 4/10th percent (7.40%) per annum (the “Interest Rate”) from the date of this Note, until this Note is fully paid.

2. *Payments.* Borrower will make annual installments as follows:

2025	\$22,770
2026	\$21,660
2027	\$20,550
2028	\$19,440
2029	\$18,330
2030	\$17,220
2031	\$16,110

The first installment must be paid on or before February 28, 2025, and subsequent installments must be paid on or before the 28th day of February each year thereafter until the entire note is paid in full. Each payment will be applied first to any expenditures advanced by Lender under this Note, the Trust Deed (as described in Section 12); second, to the payment of any late charges; third, to the interest on the principal as of the date of payment; and fourth, the balance to principal. Checks will constitute payment only when collected.

3. *Final Payment.* Borrower must pay the entire balance of principal and accrued but unpaid interest owed on February 28, 2031, which date is the maturity date of this Note (the “Maturity Date”).

4. *Prepayments.* Borrower has the right to prepay this Note, in whole or in part, at any time with no prepayment penalties.

5. *Default and Acceleration.* Lender may declare the principal of this Note, together with interest, to be due and payable if any one of the following events occur: (a) Borrower fails to pay any amount of principal or interest or any other amount due under this Note within five business days of its due date; (b) Borrower defaults in the performance of, or compliance with, any other term or provision of this Note or the Trust Deed given as security, after not less than twenty (20) days’ written notice to Borrower specifying with reasonable particularity the nonperformance or noncompliance and Borrower’s failure to correct the default within that time period; (c) any party having liability under this Note suffers bankruptcy or insolvency or makes any assignment for the benefit of creditors; or (d) an action is commenced to appoint a receiver for the properties of any party having liability under this Note, or any other action or proceeding under the federal bankruptcy laws is commenced against any such person, which action is not dismissed within 75 days after the date of filing. Any forbearance or failure to exercise this right will not

constitute a waiver of Lender's right to exercise the right with respect to the default and any subsequent default.

6. *Default Interest Rate.* In the event of a default, Lender will have the right, in addition to any other remedy set forth in this Note, to increase the interest rate set forth in this Note by an additional seven and four-tenths percent (7.40%) per annum until the default is cured or until the Note is paid in full.

7. *Attorney Fees; Costs.* If the holder of this Note takes any action, judicial or otherwise, to enforce this Note, the holder of this Note will be entitled to recover from Borrower all expenses that the holder of this Note may reasonably incur in taking such action, including, but not limited to, costs and expenses provided by statute or otherwise, as well as reasonable attorney fees determined by the court, whether incurred in a suit or an action or on appeal from a judgment, in connection with any bankruptcy proceeding, or in connection with a nonjudicial action.

8. *Governing Law; Severability.* This Note is to be governed by and construed in accordance with the laws of Oregon. If any provision or clause of this Note is construed by a court of competent jurisdiction to be void, invalid, or unenforceable, that construction will not affect other provisions of this Note that can be given effect without the void, invalid, or unenforceable provision, and to this end the provisions of this Note are declared to be severable.

9. *Waiver of Protest.* Borrower and each present or future maker, surety, endorser, and signatory to this Note, in whatever capacity, waives presentment, demand, protest, notice of dishonor, and all suretyship defenses, and agrees that Lender may exercise its rights under the Note in any order and at any time. Without notice to any such person (except for any notice to borrower specified in this Note and without the need to obtain further consent from any party), and without in any way diminishing the obligations of any person, Lender may (a) deal with any such person with reference to this Note by way of forbearance, extension, modification, compromise, or otherwise; (b) extend, release, surrender, exchange, compromise, discharge, or modify any right or obligation secured by or provided in this Note, the Trust Deed, or any other document securing this Note; and (c) take any other action that the holder may deem reasonably appropriate to protect its interest in the collateral under the Trust Deed.

10. *Time Is of Essence.* Time is of the essence under this Note.

11. *Limitation of Interest.* In no event will any payment of interest or any other sum payable under this Note exceed the maximum amount permitted by applicable law. If it is established that any payment exceeding lawful limits has been received, the holder and payee of such amount will refund such excess or, at its option, credit the excess amount to principal. Such payments will not affect the obligation to make other payments required under this Note that do not cause the lawful limits to be exceeded.

12. *Security.* This Note is secured by a Trust Deed dated as of the date of this Note among Borrower, as Grantor, to AmeriTitle, Inc., as Trustee, in favor of Lender, as Beneficiary (the "Trust Deed") encumbering the Property that is the subject of the Trust Deed. This Note evidences, and the Trust Deed and any of the other documents that provide that they secure this Note secure, the indebtedness described in this Note, any further loans or advances that may be made to or on behalf of Borrower by Lender at any time or times hereafter under the Trust Deed, and any other amounts required to be paid by Borrower under any of the Loan Documents that provide that they secure this Note, and any such loans, advances, or amounts will be added to the indebtedness evidenced by this Note, and will bear interest at the interest rate set forth in this Note.

13. *Bankruptcy.* Borrower agrees that, notwithstanding ORS 73.0602 and 73.0604, any payment under this Note that is avoided in a later bankruptcy proceeding or otherwise will not be deemed a payment, and Borrower's obligations under the Note will be reinstated and/or supplemented to the extent of any payment so avoided. In that event, Borrower will not be discharged even if this Note has been canceled, renounced, or surrendered.

BORROWER:

HOOD RIVER RAILROAD LLC
dba Mt. Hood Railroad

By _____
L. Scott Webster, Manager

Commission Memo



Prepared by: Kevin Greenwood, Executive Director
Date: March 19, 2024
Re: Negotiations with SUM Design Studio for
Architectural Services

Staff has concluded the evaluation of the three architectural teams. The Port received ten submissions for the Master Services Agreement (MSA). The three highest scoring firms were invited for a second round of interviews including a tour of the Port's administrative offices and the Marina East office building. Ryan Klapprich, Facilities Manager; Greg Hagbery, Property Manager; and I scored the final round submissions and agreed to forward SUM Design Studio (SUM) to the Commission for consideration to enter into negotiations.

Upon approval, Staff will begin negotiations with SUM on a Master Services Agreement (MSA). In addition to the MSA, Staff will develop a work order to present concurrently at a special meeting in early March.

The second-round scoring included an exercise where the finalists developed a Marina East remodel work order. This exercise was selected to provide advance development of the ultimate work order necessary to begin the remodel process. Since funding for the remodel has not been solidified, staff is recommending that a separate work order now be negotiated to develop parking at the east Maritime and Lot 5 sites. These sites once installed could begin generating operating revenue immediately. A subsequent work order for the remodel will be generated once funding is known.

SUM Design Studio was the highest scoring firm (122). The Port also scored submissions from TVA Architects (119), and Seder Architecture & Urban Design (109). The SUM team was selected due to their deep bench, their civil and structural engineering leads living in the mid-Columbia, and history of working with the Port of Hood River.

With Commission approval, staff will issue the notice and prepare for negotiations. As negotiations come to a close, staff will coordinate with the Commission President to schedule a Special Meeting to approve the MSA and Work Order.

RECOMMENDATION: MOTION to Enter into Negotiations with SUM Design Studios for a Master Services Agreement and a Work Order to design, permit and construct parking at the East Maritime and Lot 5 sites.

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