



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
December 19, 2017
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
2. Public Comment (5 minutes per person per subject; 30-minute limit)
3. Consent Agenda
 - a. Approve Minutes of December 5, 2017 Regular Session (*Jana Scoggins – Page 3*)
 - b. Approve Sanitary Sewer Easement for City of Hood River (*Michael McElwee – Page 7*)
 - c. Approve Accounts Payable to Jaques Sharp in the Amount of \$7,706 (*Fred Kowell – Page 19*)
4. Reports, Presentations and Discussion Items
 - a. Bridge Replacement Administrative Rules – Steve Siegel, Siegel Consulting (*Michael McElwee – Page 25*)
 - b. Web Portal Live Demo (*Fred Kowell – Page 27*)
 - c. BreezeBy Marketing Campaign Report (*Genevieve Scholl – Page 29*)
 - d. Ken Jernstedt Airfield Fly-Friendly Program Report (*Anne Medenbach - Page 31*)
 - e. Lower Mill Irrigation Water Right and Wetlands (*Anne Medenbach - Page 35*)
5. Director's Report (*Michael McElwee – Page 39*)
6. Commissioner, Committee Reports
 - a. Airport Advisory Committee, November 16 (Commissioner Everitt)
7. Action Items
 - a. Approve IGA with Oregon Dept. of Transportation for Pre-Development Tasks Associated with Bridge Replacement (*Michael McElwee – Page 61*)
 - b. Approve Bridge Replacement Project Manager Position Description and Authorize Executive Director to Fill the Position (*Michael McElwee – Page 71*)
 - c. Approve Utility Easement for NW Natural Gas (*Michael McElwee – Page 77*)
 - d. Approve Amendment 7 to the Amended and Restated Disposition and Development Agreement with Key Development for Development of Parcels 1 and 2 of the Former Expo Property (*Michael McElwee – Page 85*)
8. Commission Call

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

10. Possible Action

11. Adjourn

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

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

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

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

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

Present: Commissioners Hoby Streich, John Everitt, Ben Sheppard, Brian Shortt, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Genevieve Scholl, Anne Medenbach, Steve Carlson, Jana Scoggins

Absent: Fred Kowell

Media: None

1. CALL TO ORDER: President Streich called the meeting to order at 5:00 p.m.

a. Modifications, Additions to Agenda. Action items (b) and (c) removed. Consent agenda items (b) and (e) became new action items (b) and (c). A request for change to the November 21 meeting minutes has been noted. This change involves the 2018 Marina Rules and Regulations which were not approved unanimously at the November 21 regular meeting but deferred to the December 5 regular meeting.

2. PUBLIC COMMENT: Rich McBride commented that communities on both sides of the river rely heavily on the existing bridge, and the bridge replacement project has to be the priority for the Port. Mr. McBride stated that the Oregon 10-year Transportation Plan has been completed and none of the funding was allocated toward bridge replacement projects. McBride commented that federal funding is scarce and highly sought after, and thus it is difficult to imagine that the Hood River/White Salmon Interstate Bridge will rise to the top of the list to receive grants. According to McBride, the project has never been envisioned to be just the Port’s responsibility, as such there are private entities who are ready to begin negotiations to replace the existing bridge. With the help of the Governor, state and federal legislators, successful beginning steps have been taken by the Port to get the replacement process started. However, McBride stated that he worries that the Port has become busy with other projects such as the airport, Lot 1, and ongoing repairs on the existing bridge while the replacement project has taken a back seat. McBride emphasized that the bridge is too important for our region to wait, and thus it’s necessary to bring in the private partners to continue this process.

Kate McBride commented that numerous projects such as Lot 1, Lower Mill Development, or the airport improvements have come in forefront of Port’s attention, while the single most important focus should be the bridge replacement. McBride requested that the Port uses all of its resources to put out requests for proposals and any other processes the Port needs to put in place to get a new bridge built. McBride commented that the Port must allocate funds to hire consultants to get this project finished in a timely manner. According to McBride, with the current status of federal and state funds, the Port has a slim chance of receiving funding for the bridge replacement. McBride encouraged the possibility of a private-public partnership to focus on building a bridge in a short term instead of the 50-year plan of maintenance on the existing bridge.

3. CONSENT AGENDA:

- a. Approve Minutes of November 21, 2017 Regular Session with a change to the action item (b) under the vote section by removing the word “unanimous”.
- b. Approve Lease Amendment 1 with Elk Crossing in the Maritime Building.
- c. Approve Contract with Divco Inc. for general HVAC Services Not to Exceed \$22,048.22.

Motion: Move to approve Consent Agenda.

Move: Meriwether

Second: Sheppard

Discussion: None

Vote: Aye: Unanimous

MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

a. Columbia Gorge Community College (CGCC) Update: Genevieve Scholl, Communications and Special Project Manager, introduced Dan Spatz, Marketing & Outreach Manager and Lori Ufford, the interim President of CGCC. Lori Ufford lead the discussion providing an overview of the history of the institution, the current initiatives on both campuses, and the possibility of strategic collaboration with the Port in the future. Ufford reported that CGCC has been operational for the past 40 years and is expanding. Currently, there is a nationwide search for a 3rd President of CGCC. In the past year, the CGCC focused on strategic management enrollment and developing an outreach team to determine where CGCC can find opportunities to build bridges between high school and community college. The emphasis is also on strengthening the workforce by bringing innovative programs and students that would then return to the community with a higher skillset than they initially had.

b. Hood River County Energy Plan Report: Anne Medenbach, Property and Development Manager, introduced Marla Harvey, Les Perkins, and Lori Wyman, representatives of the Hood River County Energy Plan working group. Harvey summarized that Hood River County has a long-standing history of energy efficiency and renewable energy development. The energy industry is rapidly changing, and concerns about environmental change and its impacts on the community are growing every day. Harvey explained that this Energy Plan could help move the county towards a more stable energy future. The goals of this plan include reducing fuel use in Hood River County, improving resilience and energy independence, and increasing investment in local power. The plan includes objectives and strategies that address energy use, efficiency, energy source, production, as well as impacts of transit and infrastructure in building design, construction and other sectors. Adopting this Energy Plan would support these efforts in the future.

c. Bridge Projects Update: John Mann, Facilities Manager, summarized major 2017 bridge repair projects which included the auxiliary truss, damage caused by over-height load, and bridge vandalism. The Auxiliary Truss project has been a high priority repair for years and is now complete. Mann reported that Abhe & Svoboda, the contractor, completed the work 56 days ahead of schedule due to their innovative scaffolding platform which eliminated the need to have 110 days of single lane closures and traffic impacts. The second major repair project involving the damaged portal bracing for the north tower is scheduled to be addressed in the next budget cycle. The bridge was badly vandalized this summer during a break-in of the control room and north tower. The vandals cut wires to many operating systems and damaged cabinets, switches, and lighting. Port staff, in coordination with Gorge Electric and SBE Engineering, were able to repair the bridge through extensive troubleshooting. Additionally, Mann reported that Coral Construction finished installing I-84 ODOT signage to indicate the specific width and height restrictions of the toll bridge. WSDOT installed new signs earlier this year. Mann reported that with the age of the bridge and the ever-increasing traffic loads, staff is anticipating significant ongoing maintenance work in the coming years.

5. EXECUTIVE DIRECTOR'S REPORT: Michael McElwee, Executive Director, reminded the Commission that the SDAO conference is in Seaside on February 8-11 and to consider attending 2018 Mission to Washington next March. McElwee reported that Lot #1 will be the subject of a Hood River Urban Renewal Agency work session on December 18. The ODOT IGA has been postponed as certain aspects of the agreement are still being reviewed. The Fly Friendly program outline has been approved by the AAC and will be presented at the December 19th board meeting. The launch date for the BreezeBy web portal is expected to occur in the third week of December, and McElwee presented the summary of the BreezeBy customer data requirements. McElwee also presented the conceptual schedule for the next major bridge replacement pre-development steps which most of the administrative and consultant tasks are components of the Port/ODOT IGA. The Commissioners and Legal Counsel commented that the Administrative Rules should be adopted after staff is ready to evaluate proposals; therefore, the first step requires sending requests for information.

6. COMMISSIONER, COMMITTEE REPORT: None.

7. ACTION ITEMS:

a. Adopt Resolution 2017-18-2 Approving Bridge Toll Increase. At the November 21, 2017 regular meeting, the Commission discussed public input received over the past two months regarding a staff-recommended toll increase for the Hood River White Salmon Toll Bridge. The recommended toll increase would provide the Port with the necessary resources to both prepare for the anticipated \$51 million in expenditures over the next 15 years to keep the bridge safe and operational and to enable ongoing bridge replacement efforts. After making the requested changes, staff presented a final draft of the Resolution for Commission consideration.

Motion: Approve Resolution 2017-18-2 authorizing revised bridge toll rates commencing February 1, 2018.

Move: Meriwether – approval subject to the functionality of BreezeBy Web Portal at least 6 weeks prior to the toll increase.

Second: Shortt

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

b. Approve Lease Amendment 2 with TacAero for Yellow Hangar. Hood Tech Corp., Aero Inc. uses the Yellow Hangar mostly for FBO operations. The hangar doors have not been functioning properly for some time, and Hood Tech Corp., Aero Inc. currently pays the highest rent on the airfield. In addition, Hood Tech Corp., Aero Inc. suffered a significant loss of business due both to the South Ramp construction project and the Eagle Creek Fire. Staff recommends a rent reduction of the rate to \$0.55/sf for the remainder of the 23-month long lease and a three-month rent abatement.

Motion: Approve Amendment #2 to Lease with Hood Tech Corp., Aero Inc. in the Yellow Hangar. Approve rent abatement of \$6,435 or the equivalent of 3 months’ rent at new rate.

Move: Shortt

Second: Meriwether

Discussion: Discussion occurred about the reasonability of the items requested by Hood Tech Corp., Aero Inc.

Vote: **Aye:** Unanimous

MOTION CARRIED

c. Approve Lease Amendment 1 with Bob Holliston for T-Hangar. Bob Holliston is a long time T-Hangar tenant at the airport. He built and owns a kit plane, which is a smaller aircraft than a single piston engine typically seen at our airport. Dan Darling also owns a kit plane and has been storing his plane in Mr. Holliston’s hangar. They would like to make this arrangement legitimate and are requesting an amendment to the T-Hangar lease to allow two planes in one hangar and two tenants in one hangar. The request has been approved by the Airport Advisory Committee as a one-time accommodation of a unique situation.

Motion: Approve Lease with Bob Holliston and Dan Darling for T-Hangar Unit C-12.

Move: Shortt

Second: Everitt

Discussion: Discussion occurred about remedies if such lease is breached. Legal Counsel commented that if one of the tenants fails to comply with any of the tenant’s covenants in the lease, both tenants are in default.

Vote: **Aye:** Unanimous

MOTION CARRIED

d. Approve 2018 Marina Rules and Regulations. Based on recommendations from the Commission received during the November 21 meeting, staff proposes further changes to the Marina Rules and Regulations. These include minor language changes as well as the original modifications to insurance requirements, change of payments terms, and other clarifications.

Motion: Approve 2018 Marina Rules and Regulations.

Move: Meriwether

Second: Shortt

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

8. COMMISSION CALL: Ben Sheppard, Commissioner, thanked Port staff for the presentation tools used to explain where Port stands in the bridge replacement project.

9. EXECUTIVE SESSION: President Streich recessed Regular Session at 7:55 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation.

10. POSSIBLE ACTION: The Commission was called back into Regular Session 8:10 p.m. No action was taken as a result of Executive Session.

11. ADJOURN:

Motion: Motion to adjourn the meeting.

Move: Shortt

Second: Sheppard

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

The meeting was adjourned at 8:10 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo



Prepared by: Michael McElwee
Date: December 19, 2017
Re: Sanitary Sewer Easement

On May 31, 2017, the Port and the City of Hood River executed an Inter-Governmental Agreement (IGA) for construction of a new sewer lift station on Port property at the corner of E. Port Marina Way and E. Port Marina Drive. The lift station serves the Port area and the Hood River Inn complex. The IGA included provisions that the City and Port would execute and record an easement following completion of construction.

Construction has now been completed to the satisfaction of the Port. The attached Dedication of Public Easement describes the specific boundaries and conditions of the perpetual, non-exclusive sanitary sewer easement. It has been reviewed by staff, general counsel, and Terra Surveying.

RECOMMENDATION: Approve Dedication of Public Easement with the City of Hood River for a sanitary sewer lift station and associated pipeline.

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After recording, deliver to:
PORT OF HOOD RIVER
1000 E PORT MARINA DR
HOOD RIVER, OR 97031

Until a change is requested all
tax statements shall be sent to:
Unchanged

Tax Account No: 03N11E3000100
True actual consideration paid is \$0.00

DEDICATION OF PUBLIC EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **The Port of Hood River**, by and through its Board of Commissioners, owner of the parcel of land described on the attached Exhibit 'A' which is a portion of the lands described in the Deeds recorded as Instrument No. 20064228 and Bk. 54, pg. 537 in the Deed Records of Hood River County, Oregon, hereinafter Grantor, does hereby dedicate, grant and convey unto **The City of Hood River**, an Oregon Municipality, , hereinafter Grantee, and Grantee does hereby accept such dedication and agree to its terms for purposes of a PUBLIC NON-EXCLUSIVE PERMANENT SANITARY SEWER EASEMENT, the following described real property, situated in the City of Hood River and State of Oregon, to wit:

- 1) A sanitary sewer lift station easement as described in Exhibit B and shown in Exhibit Map 1 and 2
- 2) A sanitary sewer pipeline easement as described in Exhibit C and shown in Exhibit Map 1 and 2

TO HAVE AND TO HOLD the above-described dedicated, granted and conveyed premises unto said Grantee, its successors and assigns forever.

GRANTEE shall be responsible for all costs associated with the construction of and on-going maintenance, operation, repair and replacement, following construction, of the lift station and sewer pipeline. Grantee shall make reasonable efforts to minimize disruption of Grantor's use of the land described in Exhibit 'A', including restoring the easement surface area with landscaping of the type and character that has been damaged or removed.

1-DEDICATION OF PUBLIC EASEMENT

The true consideration for this transfer is not stated in terms of dollars but consists of other value given or promised.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

2-DEDICATION OF PUBLIC EASEMENT

IN WITNESS WHEREOF, the Grantor has executed this document this _____ day of _____, 2017.

GRANTOR: Port of Hood River

By Michael McElwee

Executive Director, Port of Hood River

STATE OF OREGON)
County of:) ss.

On _____, 20____, personally appeared before me _____,
a representative of the above-named Port of Hood River, who acknowledged the foregoing instrument
as their voluntary act and deed.

NOTARY PUBLIC FOR OREGON

My commission expires:

IN WITNESS WHEREOF, the Grantee has executed this document this 11th day of Dec., 2017.

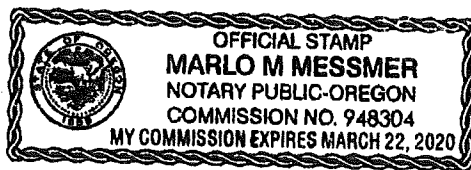
Steve Wheeler
GRANTEE: City of Hood River

By Steve Wheeler

Hood River City Manager

STATE OF OREGON)
County of:) ss.

On December 11, 2017, personally appeared before me Steve Wheeler
a representative of the above-named ~~Port~~ of Hood River, who acknowledged the foregoing instrument
as their voluntary act and deed. City



Marlo Messmer
NOTARY PUBLIC FOR OREGON

My commission expires: March 22, 2020

Exhibit 'A'
TERRA SURVEYING
P.O. Box 617
Hood River, OR 97031
PHONE (541) 386-4531
E-Mail: terra@gorge.net

LEGAL DESCRIPTION
FOR
THE PORT OF HOOD RIVER PROPERTY

The subject land is located in the southwest of Section 30, Township 3 North, Range 11 East of the Willamette Meridian in Hood River County and State of Oregon more particularly described as follows.

Beginning at the Northeast corner of the Benson Donation Land Claim #40 as shown and monumented on the Army Corps of Engineers Survey 1935, which is currently underwater, but location shown on page 5 of C.S.2008-036; Thence North 00°38'22" East a distance of 196.3 feet to a point on the west line of Section 30; thence South 89°18'19" East a distance of 501.00 feet to the point of beginning of Deed Book 17, Page 580 from the Oregon-Washington Bridge Company; thence South 13°42'21" West a distance of 172.39 feet to the northern tip of the property deeded to the Port of Hood River Inst#2006-4228; thence South 13°42'21" West a distance of 232.70 feet to a 5/8" iron rod, L.S.72306, being set on the northern state right of way as shown said C.S.2008-036 ; thence South 62°10'34" West a distance of 355.20 feet to a 5/8" iron rod, L.S.72306, this is the basis of bearing of this description; thence North 43°18'20" East a distance of 28.24 feet to a 5/8" iron rod, L.S.72306, being the cusp of a curve concaved northwesterly whose chord bears South 57°20'53" West a distance of 140.26 feet. Radius measures 1908.86 feet. Thence along said curve a distance of 140.29 feet to a 5/8" iron rod, L.S.72306; thence North 00°46'04" East along the east line of the Benson Donation Land Claim #40 a distance of 424.30 feet, more or less, to the northeast corner of said DLC #40 and Point of Beginning of the subject tract.

November 16, 2017
Contains 5.17 Acres., More or Less
EMC



Exhibit 'B'
TERRA SURVEYING
P.O. Box 617
Hood River, OR 97031
PHONE (541) 386-4531
E-Mail: terra@gorge.net

LEGAL DESCRIPTION
FOR
EASEMENT FOR LIFT STATION TO THE CITY OF HOOD RIVER

The subject land is located in the southwest of Section 30, Township 3 North, Range 11 East of the Willamette Meridian in Hood River County and State of Oregon more particularly described as follows.

Commencing at the Northeast corner of the Benson Donation Land Claim #40 as shown and monumented on the Army Corps of Engineers Survey 1935, which is currently underwater, but location shown on page 5 of C.S.2008-036; Thence North 00°38'22" East a distance of 196.3 feet to a point on the west line of Section 30; thence South 89°18'19" East a distance of 501.00 feet to the point of beginning of Deed Book 17, Page 580 from the Oregon-Washington Bridge Company; thence South 13°42'21" West a distance of 172.39 feet to the northern tip of the property deeded to the Port of Hood River Inst#2006-4228; thence South 43°18'20" West a distance of 277.73 feet to a point, which point measures North 43°18'19" East a distance of 232.42 feet from a 5/8" iron rod, L.S.72306, being set on C.S.2008036. Thence North 48°39'16" West a distance of 10.63 feet to the point of beginning of the Lift Station Easement.

Thence North 52°48'16" West a distance of 36.61 feet to a point; thence South 37°18'43" West a distance of 21.65 feet to a point; thence South 72°42'43" East a distance of 9.80 feet to a point; thence South 53°12'34" East a distance of 10.09 feet to a point; thence South 35°57'32" West a distance of 19.10 feet to a point; thence South 52°48'16" East a distance of 18.06 feet to a point; thence North 35°27'58" East a distance of 37.35 feet to a point to the point of beginning.

November 15, 2017
Contains 1,033 Sq. Ft., More or Less
EMC

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Erik M. Carlson
OREGON
DECEMBER 30, 2005
ERIK M. CARLSON
72308
Expires: Dec 2017

Exhibit 'C'
TERRA SURVEYING
P.O. Box 617
Hood River, OR 97031
PHONE (541) 386-4531
E-Mail: terra@gorge.net

LEGAL DESCRIPTION
FOR
EASEMENT FOR A SEWER PIPELINE TO THE CITY OF HOOD RIVER

The subject land is located in the southwest of Section 30, Township 3 North, Range 11 East of the Willamette Meridian in Hood River County and State of Oregon more particularly described as follows.

Commencing at the Northeast corner of the Benson Donation Land Claim #40 as shown and monumented on the Army Corps of Engineers Survey 1935, which is currently underwater, but location shown on page 5 of C.S.2008-036; Thence North 00°38'22" East a distance of 196.3 feet to a point on the west line of Section 30; thence South 89°18'19" East a distance of 501.00 feet to the point of beginning of Deed Book 17, Page 580 from the Oregon-Washington Bridge Company; thence South 13°42'21" West a distance of 172.39 feet to the northern tip of the property deeded to the Port of Hood River Inst#2006-4228; thence South 43°18'20" West a distance of 292.52 feet to a point, which point measures North 43°18'19" East a distance of 217.64 feet from a 5/8" iron rod, L.S.72306, being set on C.S.2008036. thence North 04°15'26" West a distance of 13.31 feet to a point; thence South 35°27'34" West a distance of 23.47 feet to a point; thence South 04°15'26" East a distance of 11.56 feet to a point; thence North 43°44'39" West a distance of 7.52 feet to a point; thence South 38°23'19" West a distance of 0.90 feet to a point; thence North 52°48'40" West a distance of 18.06 feet to a point; thence North 35°57'08" East a distance of 9.21 feet to a point; thence North 19°18'35" West a distance of 11.25 feet to a point; thence North 65°27'35" East a distance of 4.12 feet to a point; thence North 53°14'38" West a distance of 2.87 feet to a point; thence North 72°43'07" West a distance of 9.80 feet to a point; thence North 37°16'34" East a distance of 12.58 feet to a point; thence South 65°27'35" West a distance of 20.22 feet to a point; thence South 19°18'35" East a distance of 41.51 feet to a point; thence South 43°44'39" East a distance of 36.19 feet to a point; thence South 04°15'26" East a distance of 26.68 feet to a point; thence South 15°30'26" East a distance of 25.07 feet to a point of the eastern line of said Port deed inst#2006-4228, said point measures North 62°10'34" East a distance of 186.77 feet from a 5/8" iron rod, L.S.72306; thence North 62°10'34" East along said easterly line a distance of 15.36 feet to a point; thence North 15°30'26" West along said easterly line a distance of 20.32 feet to a point; thence North 04°15'26" West a distance of 7.00 feet to a point; thence South 43°44'39" East a distance of 8.90 feet to a point; thence South 78°15'41" East a distance of 27.82 feet to a point on the eastern line of said Port deed inst#2006-4228; thence North 62°10'34" East along said eastern line a distance of 23.56 feet, which point measures South 62°10'34" West a distance of 98.48 feet from a 5/8" iron rod, L.S.72306; thence North 78°15'41" West a distance of 41.32 feet to a point; thence North 43°44'39" West a distance of 22.45 feet to a point; thence North 04°01'06" West a distance of 34.60 feet to the point of beginning.

November 16, 2017
Contains 3,069 Sq. Ft., More or Less
EMC

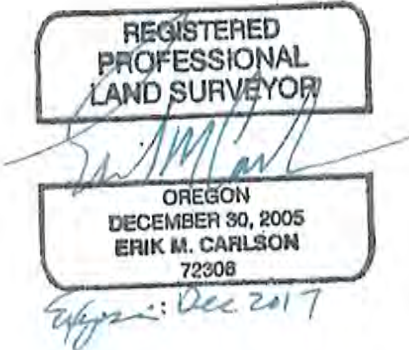
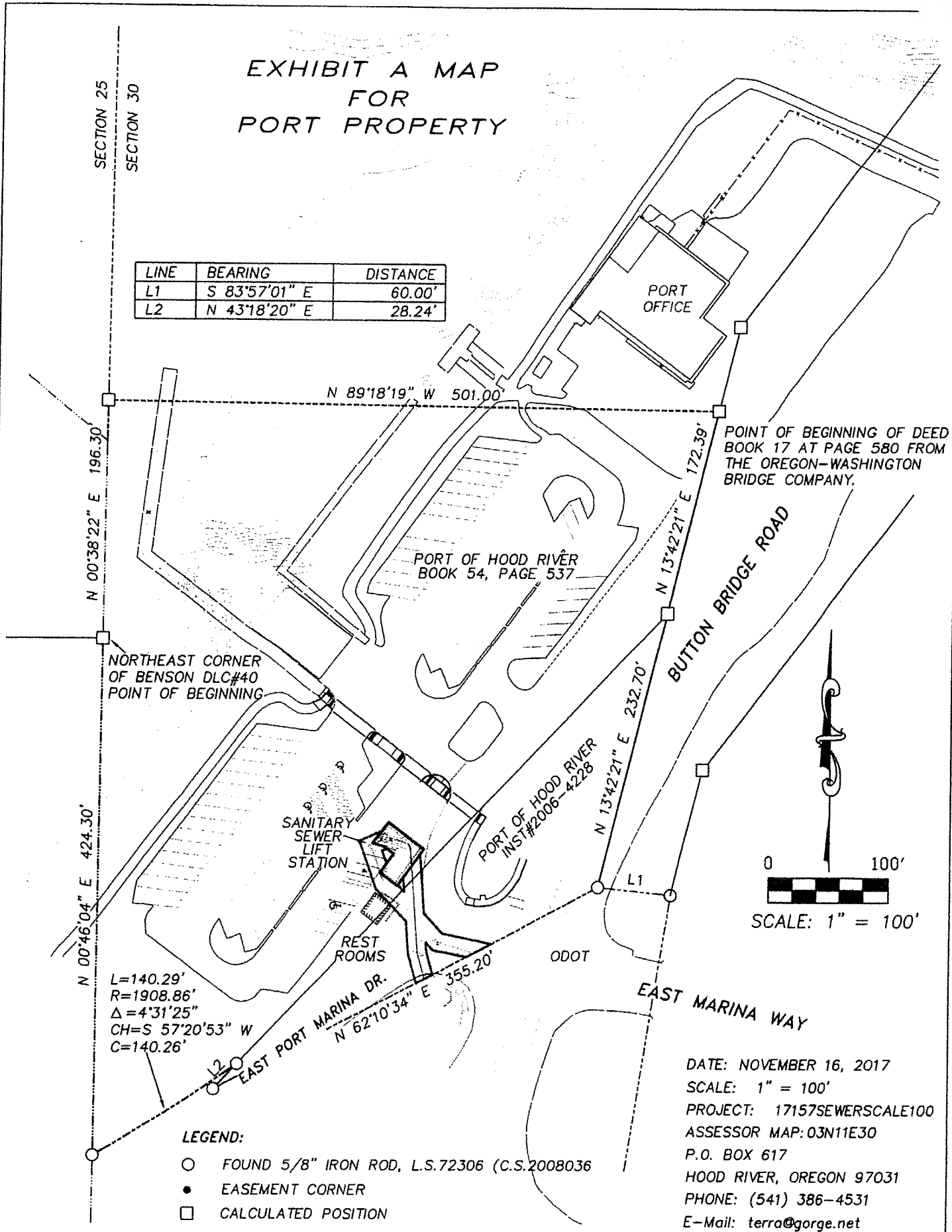


EXHIBIT A MAP FOR PORT PROPERTY

SECTION 25
SECTION 30

LINE	BEARING	DISTANCE
L1	S 83°57'01" E	60.00'
L2	N 43°18'20" E	28.24'



N 00°46'04" E 424.30'
L=140.29'
R=1908.86'
Δ=4°31'25"
CH=S 57°20'53" W
C=140.26'

- LEGEND:**
- FOUND 5/8" IRON ROD, L.S.72306 (C.S.2008036)
 - EASEMENT CORNER
 - CALCULATED POSITION

DATE: NOVEMBER 16, 2017
SCALE: 1" = 100'
PROJECT: 17157SEWERSCALE100
ASSESSOR MAP: 03N11E30
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
E-Mail: terra@gorge.net

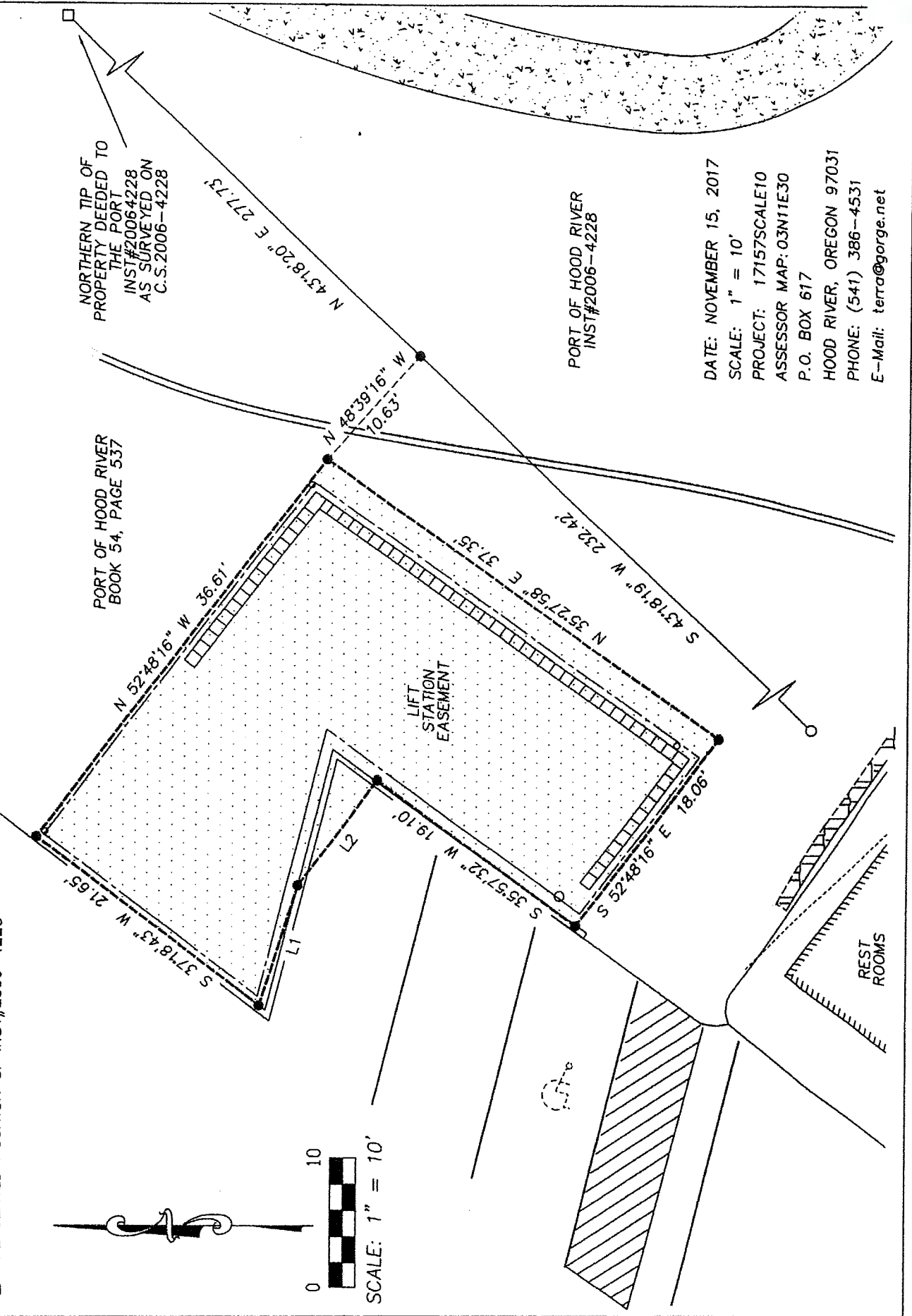
TERRA SURVEYING
 EXHIBIT B MAP
 FOR
 LIFT STATION EASEMENT

LINE	BEARING	DISTANCE
L1	S 72°42'43" E	9.80'
L2	S 53°12'34" E	10.09'

- LEGEND:
- FOUND 5/8" IRON ROD, L.S.72306 (C.S.2008036)
 - EASEMENT CORNER
 - CALCULATED POSITION OF INST#2006-4226



SCALE: 1" = 10'



DATE: NOVEMBER 15, 2017
 SCALE: 1" = 10'
 PROJECT: 17157SCALE10
 ASSESSOR MAP: 03N11E30
 P.O. BOX 617
 HOOD RIVER, OREGON 97031
 PHONE: (541) 386-4531
 E-Mail: terra@gorge.net

TERRA SURVEYING
EXHIBIT C MAP
FOR
SEWER PIPE LINE EASEMENT

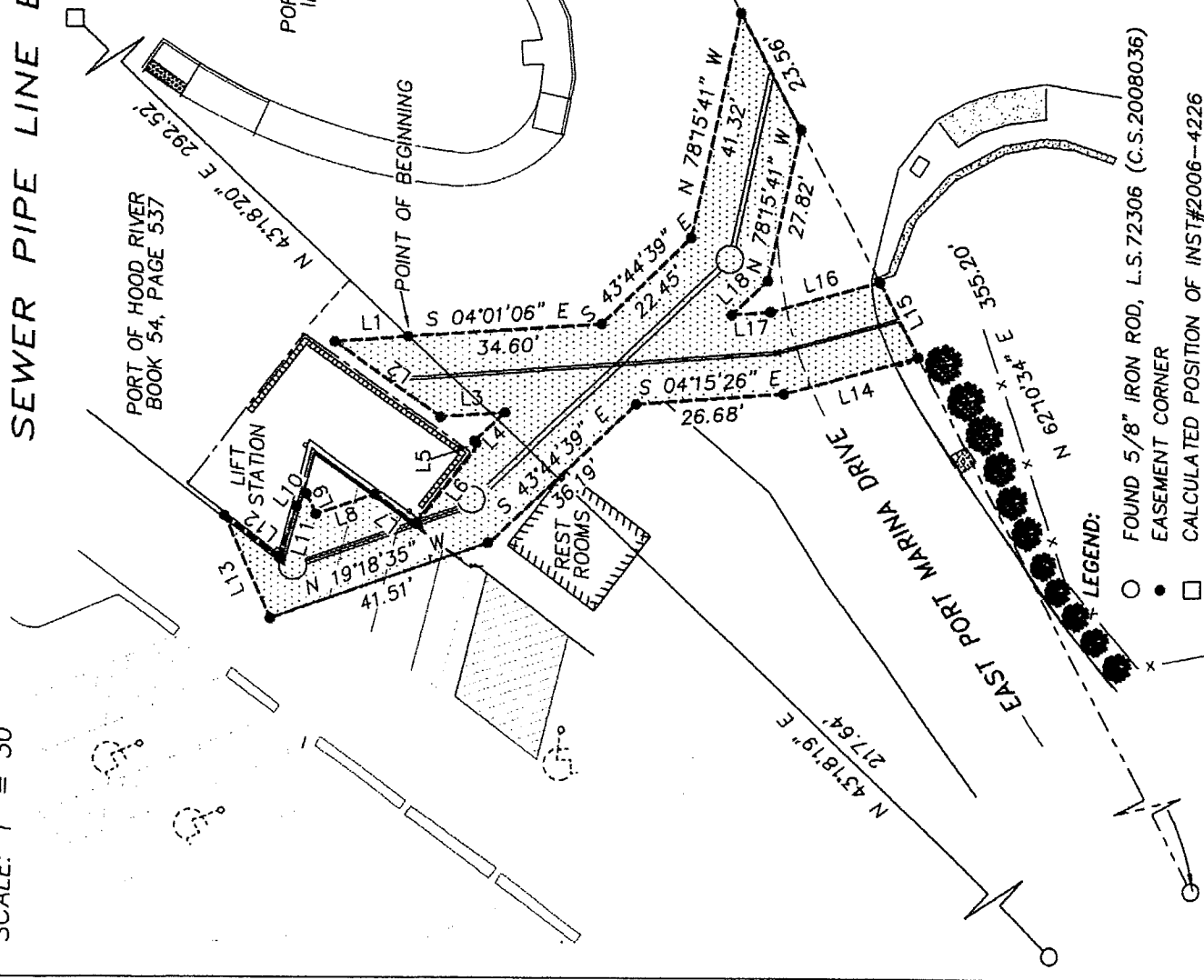
0 30
SCALE: 1" = 30'

LINE	BEARING	DISTANCE
L1	N 04°24'46" W	13.28'
L2	S 35°27'34" W	23.47'
L3	S 04°15'26" E	11.56'
L4	N 43°44'39" W	7.52'
L5	S 38°39'38" W	0.90'
L6	N 52°48'16" W	18.06'
L7	N 35°59'19" E	9.21'
L8	N 19°18'35" W	11.25'
L9	N 65°27'35" E	4.12'
L10	N 53°09'08" W	2.88'
L11	N 72°44'50" W	9.80'
L12	N 37°16'34" E	12.58'
L13	S 65°27'35" W	20.22'
L14	S 15°30'26" E	25.07'
L15	N 62°11'13" E	15.36'
L16	S 15°30'26" E	20.32'
L17	S 04°15'26" E	7.00'
L18	S 43°44'39" E	8.90'

NORTHERN TIP OF PROPERTY DECDED TO THE PORT OF HOOD RIVER, INST#20064228 SURVEYED AND MONUMENTED ON C.S.2006-036.

PORT OF HOOD RIVER INST#2006-4228

PORT OF HOOD RIVER BOOK 54, PAGE 537



LEGEND:
○ FOUND 5/8" IRON ROD, L.S.72306 (C.S.2008036)
● EASEMENT CORNER
□ CALCULATED POSITION OF INST#2006-4228

DATE: NOVEMBER 15, 2017
SCALE: 1" = 30'
PROJECT: 17157SCALE30
ASSESSOR MAP: 03N11E30
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
E-Mail: terra@gorge.net

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Commission Memo



Prepared by: Fred Kowell
Date: December 19, 2017
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$7,706.00
Attorney services per attached summary	

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$7,706.00
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JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

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

Page: 1
December 06, 2017
Account No: PORTOHaM

	Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS JJ	960.00	700.00	0.00	0.00	-960.00	\$700.00
ORDINANCE #24	0.00	300.00	0.00	0.00	0.00	\$300.00
LOT 3 DDA (Key Devp/Jeff Pickhardt)	20.00	0.00	0.00	0.00	-20.00	\$0.00
NORTHWAVE LEASE (Northwave, Inc/Blake Richards)	126.00	0.00	0.00	0.00	-126.00	\$0.00
LEASE (Hitch Source, LLC/Kenneth Whiteman)	60.00	0.00	0.00	0.00	-60.00	\$0.00
TOWING AGREEMENT (Guzman Brothers Towing)	0.00	72.00	0.00	0.00	0.00	\$72.00
HVAC-HALYARD BUILDING (PFRIEM)	20.00	0.00	0.00	0.00	-20.00	\$0.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)	220.00	940.00	0.00	0.00	-220.00	\$940.00
AIRPORT HANGER LEASE (Hood Tech)	0.00	114.00	0.00	0.00	0.00	\$114.00
JENSEN BUILDING - HVAC CONTRACT	133.00	0.00	0.00	0.00	-133.00	\$0.00

HOOD RIVER, PORT OF

December
Account No: Pr

Previous Balance	Fees	Expenses	Advances	Payments	Balance
LEASE (Big Winds & Hood River, Inc.) 152.00	0.00	0.00	0.00	-152.00	\$0.00
LEASE (pFriem Brewing, Josh pFriem, Rudy Keller) 0.00	60.00	0.00	0.00	0.00	\$60.00
JANITOR SERVICES CONTRACT (Allied Maintenance LLC) 60.00	0.00	0.00	0.00	-60.00	\$0.00
HVAC MAINTENANCE CONTRACT (DIVCO, INC.) 0.00	60.00	0.00	0.00	0.00	\$60.00
BRIDGE SPAN GUIDE REPLACEMENT CONTRACT 80.00	0.00	0.00	0.00	-80.00	\$0.00
WATER ISSUES ODELL (Crystal Springs Water District) 2,060.00	1,680.00	0.00	0.00	-2,060.00	\$1,680.00
LEASE (PFriem Brewing) 200.00	0.00	0.00	0.00	-200.00	\$0.00
BRIDGE REPLACEMENT 2016 (ODOT/WDOT) 1,160.00	1,060.00	0.00	0.00	-1,160.00	\$1,060.00
PROPERTY SALE (Neal Creek Forest Products, LLC) 160.00	0.00	0.00	0.00	-160.00	\$0.00
2016 TOLL INCREASES 140.00	280.00	0.00	0.00	-140.00	\$280.00
TIMBER INCUBATOR LEASE (Gianino Marble & Granite) 60.00	0.00	0.00	0.00	-60.00	\$0.00
BIG 7 CONSTRUCTION CONTRACT 40.00	0.00	0.00	0.00	-40.00	\$0.00
Lease (Soniq Aerospace, LP) Big 7 Suite 204 140.00	0.00	0.00	0.00	-140.00	\$0.00
CONTRACT (Boswell Consulting, Inc.) 60.00	0.00	0.00	0.00	-60.00	\$0.00
CONTRACT (Twice The Light, Inc.) 340.00	0.00	0.00	0.00	-340.00	\$0.00
TOLL ENFORCEMENT 680.00	420.00	0.00	0.00	-680.00	\$420.00
PRIVACY POLICY 960.00	100.00	0.00	0.00	-960.00	\$100.00
LEASE (Chief Consulting Group, LLC) 140.00	0.00	0.00	0.00	-140.00	\$0.00

HOOD RIVER, PORT OF

December
Account No: Pi

Previous Balance	Fees	Expenses	Advances	Payments	Balance
CITY SEWER LIFT STATION IGA; MARINA DRIVE 440.00	300.00	0.00	0.00	-440.00	\$300.00
ODOT BRIDGE FUNDS IGA (State of OR; ODOT) 0.00	780.00	0.00	0.00	0.00	\$780.00
FILL PERMIT MITIGATION 0.00	140.00	0.00	0.00	0.00	\$140.00
NATURAL GAS EASEMENT (near bridge) 0.00	400.00	0.00	0.00	0.00	\$400.00
T-HANGER LEASE (Bob Holliston & Dan Darling) 0.00	300.00	0.00	0.00	0.00	\$300.00
LEASE AMENDMENT (Electronics Assemblers, Inc.) JJ 20.00	0.00	0.00	0.00	-20.00	\$0.00
CONTRACT FOR LOBBY SERVICES (Summit Strategoes) JJJ 120.00	0.00	0.00	0.00	-120.00	\$0.00
<u>8,551.00</u>	<u>7,706.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-8,551.00</u>	<u>\$7,706.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 30th of NOVEMBER UNLESS OTHERWISE STATED
(23)

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Commission Memo

Prepared by: Michael McElwee
Date: December 19, 2017
Re: Bridge Replacement Administrative
Rules and Next Steps



The 2017 Oregon Legislature passed HB 2750 in July of 2017 and was signed by the Governor on August 15. The bill conveyed certain authorities to the Port. One such authority is the right to enter into a Public/Private Partnership (“P3”) to construct a future replacement for the Hood River/White Salmon Toll Bridge. However, HB 2750 stated that before considering a P3 approach, the Port must adopt Administrative Rules (“Rules”) describing the process whereby the Port would solicit, evaluate, and make decisions about P3 proposals from private firms. The Port’s rules must be substantially similar to existing rules that ODOT has adopted, and must be adopted after public hearings and with the Port convening as a Local Contract Review Board (“LCRB”).

Steve Siegel has been retained to write and recommend appropriate administrative rules for the Port. Mr. Siegel is preparing draft rules, expected to be ready for Commission consideration in January. The Commission will hear an overview of the key provisions of the draft Rules for discussion and feedback. This will also be an opportunity to discuss overall next steps for the project. Mr. Siegel will be retiring at the end of the year.

RECOMMENDATION: Discussion.

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Commission Memo

Prepared by: Fred Kowell
Date: December 19, 2017
Re: BreezeBy Customer Web Portal Demo



Fred Kowell will present a live demonstration of the new online customer account management web portal, expected to have a soft launch Friday, December 15.

RECOMMENDATION: Informational.

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Commission Memo



Prepared by: Genevieve Scholl
 Date: December 19, 2017
 Re: BreezeBy Marketing Campaign, Q1 2018

In an effort to raise awareness of the benefits provided to BreezeBy customers, (including a 50% discount on tolls starting with the approved toll rate increase planned for implementation on February 1, 2018) and to increase adoption of the system by local residents, the Commission has directed staff to produce a regional marketing campaign. As the new customer account management web portal is expected to have a soft launch beginning December 15, it is now time to implement the campaign, with a call to action promoting use of the portal. Working with Pageworks Design, staff plans to create the following suite of marketing collateral for distribution throughout the Mid-Columbia by January 5. All materials will be branded and provide key messaging in both English and Spanish:

1. Handout Card (for distribution in cash lanes of toll plaza – 3X5 card)
2. Poster (11X17' glossy, B&W + 1 color)
3. Promotion packets targeting major employers.
4. Rack card
5. Spanish language version of the Quick Start Guide insert and Terms & Conditions
6. Newspaper Display Ad (English/Spanish) to run in all Gorge newspapers, far forward. (Large, B&W + 1 color, ½ page) These ads will run weekly through March 2018 in all Gorge newspapers.
7. Special edition Port newsletter (direct mailing and newspaper insert). This edition will focus totally on bridge replacement, the new toll rates, and the BreezeBy customer benefits. It will include:
 - a. Pull out insert with application form (spread) and tutorial on creating a new account through the online portal.
 - b. Bridge Replacement Report, with next steps chart
 - c. Toll Increase information with BreezeBy call to action
8. Other promotional activities will include creation of an informational display board in the entrance vestibule to the Port offices as well as a series of press releases, radio ad spots, social media promotions, and creation of tutorial videos.

Costs for the campaign are not yet finalized, but staff anticipates the total campaign budget to be well within the approved \$14,000 marketing budget for this fiscal year.

RECOMMENDATION: Discussion.

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Commission Memo



Prepared by: Anne Medenbach
Date: December 19, 2017
Re: Ken Jernstedt Airfield Fly Friendly Program

The Port held two public meetings this summer, on June 22 and August 31, focused on addressing noise complaints at the Airfield. The June 22 meeting was a listening session wherein a brief overview of airport operations was given and then the public made comments. Over 80 people attended this meeting.

Comments were mostly related to the noise impacts of increased traffic and repetitive training flights on surrounding neighborhoods. Before the August 31 meeting, the Port and the FBO took steps to address some of the concerns that were voiced during the meeting.

The August 31 meeting provided an in-depth presentation by Port staff and the FBO that delved into general airport operational details. Representatives from the FAA and ODA were in attendance and fielded multiple questions. Over 80 people attended this meeting as well.

The outcome was that the Port, through the Airport Advisory Committee (AAC) committed to developing and implementing a voluntary program with the pilot community and FBO which would outline a process for noise reduction on the airfield.

Over the past three months, the AAC has been working diligently to fulfill these commitments. The attached draft Fly Friendly program document outlines noise-reducing procedures for all pilots using the field. Staff and the AAC will be working on the communication aspects of this program over the next few months to have a fully implemented program by March of 2018.

Staff seeks Commission discussion and general approval of this program. As it is a voluntary program and not an enforceable public policy, no formal adoption is necessary. Staff anticipates there may be members of the public wishing to provide comment on the program draft during the meeting.

RECOMMENDATION: Discussion.

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The Fly Friendly Program at the Ken Jernstedt Airfield is a voluntary program that outlines noise reducing procedures for all pilots to follow, if able, while using the airfield. It also outlines procedures for those who are not following the program and a process for neighbors to comment or complain about such pilots. This program was designed by airport users, neighbors, concerned community members, Tac Aero and the Port of Hood River. The goal of the program is to give guidance to pilots who are based in Hood River as well as visiting pilots, regarding: safety, noise reduction and neighborly flying.

There are three components of the Fly Friendly Program:

- a. Pilot procedures
- b. Communication
- c. Team work

1. Pilot Procedures:

- a. **Runway 07 is designated as the preferred departure runway as conditions and aircraft performance allow. Much of the residential population is on the West side of the airport. By shifting the preferred runway to an eastward take off, the noise will be distributed over fewer people and will alternate the traffic. HR is mainly a west wind airport and RW 07 may be used only when conditions allow.**
- b. **Runway 25: no turn before 1,500 MSL before turning south, if able.**

2. Communication:

a. Pilot specific:

- i. **Taxiway signage:** Large signs (size?) shall be posted at both 25 and 07 stating the following:

IF ABLE

Departing RW25, NO turn until 1,500 MSL

RW 07 is preferred departure RW

PLEASE FLY FRIENDLY

- ii. **AWOS:** Will reflect a short version of the fly friendly program.
- iii. **Facility Directory:** The signage verbiage will be listed on the FAA facility directory
- iv. **Flyers:** The Port will design, print and maintain flyers that graphically depict the fly friendly program and verbally describe the process.
- v. **Port website:** The Port website airport page will be updated to include a fly friendly tab and downloadable flyer that is also mobile app friendly, which can be easily accessed.

- b. **Neighbor specific:** If someone sees an aircraft that they feel is flying unsafely, low, loud or in a harassing way, the following steps can be taken:

- i. **N Number:** *Every plane has a number on it that is registered with the FAA. If a person can get that number, then they can identify the owner. They can go to the FAA website at www.FAA.gov to find registered aircraft.*
 - ii. **Reporting mechanisms:**
 1. *FAA: If you have an N number and a complaint:*
 - a. *please call the FAA at: (202) 267-3521 OR*
 - b. *email at 9-awa-noiseombudsman@faa.gov*
 2. *Port Website: There is a complaint/comment form on the airport page that once submitted will be added to the Port database. A phone call will be made to respond to the comment within 1 week.*
www.portofhoodriver.com
 3. *Port Phone: If you would like to discuss the matter with someone you may call the Port of Hood River at 541 386-1645 and talk with the Airport Manager.*
 - c. **Airport Advisory Committee:** *The AAC is an appointed group of airport users who reports to the Port Board of Commissioners. They meet once per month at WAAAM on the 4th Thursday at 3:00 PM. The public is welcome to attend the meetings and may ask to discuss issues of concern.*
3. **Team Work:** *Based pilots, the FBO, instructors, the Port and FAA safety representative will adhere to the Fly Friendly program as best they can. If they see pilots who are not adhering, they will mention the program to those pilots. Students will be taught about Fly friendly and the FBO will place the flyers in a dominant position in the Administration building. It is understood that education of pilots utilizing the Hood River Airport is imperative to a successful program and that it will take the above-mentioned stakeholders to create that success.*
 4. **This document and program are dynamic and subject to change as needed and approved through Airport Advisory Committee and the Port of Hood River.**

Commission Memo



Prepared by: Anne Medenbach
 Date: December 19, 2017
 Re: Lower Mill Wetland/Water Rights

The Port purchased an industrially zoned orchard property containing 2.36 acres in 2016 as part of the Lower Mill industrial park assemblage. With this property came two acres of water rights for irrigation. East Fork Irrigation District (EFID) has requested that the Port transfer the water rights to them so that they can then transfer them to an agricultural user on the water rights wait list.

EFID manages the water rights within their District. Water rights run with the property. If a property is not using the water (irrigating for agriculture or landscaping) a transfer of the right occurs. If the right is not transferred to either the Irrigation District or a private party within five years of ownership transfer, then the water right goes to the State (in-stream) and is lost to agricultural uses.

EFID approved the industrial land use permit for the Lower Mill with the caveat that the Port will transfer the water right before building permits are issued. The water right cannot legally stay with land that has a building or paving on the irrigated portion.

Staff submitted a wetland and fill permit to the Department of State Lands (DSL) in early November. DSL responded with comments on Monday, December 11. Those comments included a requirement that the Port have a surface water right to complete the diversion of surface water which feeds the proposed wetland. This is not something that DSL requires on every project. A permit will take up to one year and will delay the fill on the Lower Mill site.

Staff has had discussions with both the State Watermaster and EFID. It is possible to transfer the existing right to a surface right on the John Weber Business Park (JWBP) site. Staff is investigating a temporary transfer of the existing right in order to get the wetland permit. In tandem, the Port would apply for a surface right from the Watermaster (approval may take a year). Upon approval, the surface right is granted, then the irrigation right could be transferred to EFID and agricultural use. Staff will provide more details during the meeting and may have an action item to either transfer the right to JWBP or to EFID. (Attached is the transfer application form for EFID).

The following represent the Port's options:

1. **Transfer** - the Port could transfer the right to another Port owned property within the District or to EFID. EFID would then transfer the right to the next party on the water right waiting list.
2. **In stream** - the Port could have an in-stream lease with the State for up to three more years, wherein the water would go into the creek and the right would be held.

However, after three years, water would need to be used in a beneficial way on the property, (i.e., irrigation) or it would become the property of the State and remain in stream.

3. **Transfer in Port** - The Port could transfer the right to another property within EFID. However, the only property is the John Webber Business park where we are going to be installing a wetland. Having additional water rights here does not benefit the current or projected use of the land.

4. **Do nothing** - The Port could do nothing and then the water rights would be forfeited to the State in three years or when building permits are approved, whichever happens first.

RECOMMENDATION. Discussion and possible action.

Application for Water Right Transfer Consent by Deeded Landowner



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.wrd.state.or.us

State of Oregon)
)ss
County of Hood River)

I Michael McElwee in my/our capacity as Representative of Port of Hood River,
mailing address 1000 E. Port Marina Dr., Hood River, OR 97031,
telephone number 541-386-1645, duly sworn depose and say that I
consent to the proposed change(s) to Water Right Certificate Number 92000
described in a Transfer Application (T-_____) submitted by Jaylene Hattig, East Fork Irrigation District,
(transfer number, if known)
on the property in tax lot number(s) 902, Section 25C, Township 02
North, Range 10 East, W.M., located at 3335 Neal Creek Mill Road, Hood River, OR.
(site address)

Signature of Affiant

Date

Signature of Affiant

Date

Subscribed and Sworn to before me this ____ day of _____, 201__.

Notary Public for Oregon

My commission expires _____.

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Executive Director's Report

December 19, 2017

Staff & Administrative

- The summary report prepared by futurist Glen Hiemstra was received on December 11 and is attached. The report provides a summary of the day-long work session and the public evening presentation. Thank you, Commissioners for participating in the session.
- A staff holiday potluck will be held on December 21 between 11:00 a.m. and 1:00 p.m. in the Commission Conference Room. All Commissioners are invited to attend.
- Leaders for Tomorrow will be visiting the Port on January 10 for their annual Local Leadership Tour day. This is a program of Hood River Valley High School.
- I propose that we move the two meetings in January ahead one week to avoid conflict with the holidays. The January 2 meeting would move to the 9th and the January 16th meeting would move to the 23rd. Please check calendars and let staff know your availability.



Recreation/Marina

- The GFCI breakers have been installed in the pedestals on South 'C' Dock.
- All marina tenants have been notified of the rate increase and revised Marina Rules. The notice to tenants is attached.
- Four marina tenants have notified the Port that they do not intend to renew their leases, thus far. Steve Carlson is working to fill those slips from the Wait List.

Development/Property

- Lot #1 will be the subject of a Hood River Urban Renewal Agency work session on December 18. Matt Craigie from Eco Northwest will attend. He will make a brief presentation on the real estate economic analysis that he prepared for the Port and participate in the discussion. There is remaining fee available in the current EcoNorthwest contract for this work.
- The Facilities Department has prepared plowing plans for the Bridge, Port leased properties, and the Airport in preparation for winter conditions.
- Pacific Power will be addressing a deficient portion of the underground power line which has caused brownouts at the Jensen Building. The repairs will occur within the street at the corner of N. 1st St. and Portway Ave. Apparently, this is the last section of direct burial on the waterfront.

- I have executed an agreement with Mt. Hood Meadows to allow a Park & Ride operation at the Event Site on weekends and holidays this winter. Such a facility would allow skiers to leave their vehicles and transfer to busses to the Mountain. Meadows would be responsible for any plowing.
-

Airport

- Staff has begun preparing project bid documents for capital improvements as well as wetland mitigation, the Connect VI project, and paving projects for the upcoming bidding season. Engineering contracts for design and specifications will be forthcoming in the next 1-2 months.
 - Staff has been working on changes to Ordinance 23 and new minimum standards. These will be presented in draft form for board review in early 2018.
 - Staff is negotiating a DDA Amendment #1 for the South Development Agreement with Hood Tech Corp., Aero Inc. The size and use mix of the building has changed slightly, as has the schedule.
 - The Fly Friendly Program outline has been approved by the AAC and will be presented to the Commission for review during the meeting.
-

Bridge/Transportation

- Full length bridge deck maintenance and repair welding project was completed on December 7. This is a difficult procedure and its efficient completion is a tribute to the expertise and diligence of Facilities Dept. staff.
- The Lane 4 electronic reader continues to operate poorly. We have run several diagnostics without resolution. We will likely need to replace the lane 4 reader, but will take several weeks to receive.
- My briefing to the Bingen City Council regarding the toll increase and bridge replacement steps occurred on December 5. I also attended a City Council discussion about bridge replacement efforts on December 11. Due to significant interest in the timeline for replacement efforts, I submitted an extensive OpEd to the *Hood River News* that was published on December 13.
- The launch date for the web portal that will allow customer management of Breeze-By accounts is expected to occur in mid-December. A staff report on the planned subsequent marketing campaign is on the agenda.

Hood River Bridge replacement: Understanding the WHATs

MICHAEL S. MCELWEE, Executive Director, Port of Hood River

[As of Tuesday, December 12, 2017](#)

Replacing the Hood River/White Salmon Interstate Bridge, spanning a federal waterway, connecting two states, and likely costing over \$250 million is a complex and risky undertaking. Recent letters to the editor reflect the understandable desire to replace the bridge, and do it quickly. The port shares this objective. But for a project of this complexity and risk, quick must be coupled with smart. Readers should know some of the key steps underway now and the challenges ahead — the “WHATs” of bridge replacement efforts now underway.



Michael McElwee

#• HB 2750 was signed by the governor in August. It conveyed certain new authorities to the port. One is the authority to develop a new bridge through a Public Private Partnership, or “P3.” A P3 allocates project responsibility and risk to a private business. In return, private investors or lenders receive a dedicated, long-term revenue stream. A P3 is primarily a business transaction that results in a revenue-generating asset, here a toll bridge. Private parties may seek to control it for 50-100 years. These deals have worked well in some U.S. communities, and been disastrous in others. The terms of a P3 business transaction are extensive and must be diligently and responsibly negotiated to protect long-term public interest.

#• Among others, HB 2750 came with the specific requirement that the port have detailed rules in place, like those governing Oregon Department of Transportation (ODOT), prescribing how P3 proposals will be considered. The port has prepared a draft of these rules and they will be considered for adoption by the port commission, after public hearings, in early 2018. If the port were to consider an unsolicited P3 proposal before adoption of the rules we would violate a specific statutory requirement. And premature consideration of proposal might result in its future disqualification due to objections from future proposers who responsibly submit after the rules are in place. The decision to return a premature proposal unopened fulfilled our obligation to the Oregon

legislature and, ironically, may have helped to assure that same proposal is eligible for consideration in the future.

#• Whether the replacement bridge is a P3 or not, a lengthy and expensive Final Environmental Impact Statement (FEIS) will be required. The 2017 Transportation Funding Package allocated \$5 million to the port for this task. The funding agreement for this allocation is not yet finalized. It must be in place before an engineering firm can be selected and work can begin on the FEIS. Start to finish, the FEIS effort is expected to take about three years. Could it be completed more quickly or at less cost? Not likely. An FEIS is intended to thoroughly examine all operational, societal, and environmental factors of a large project and address its impacts. Its timeframe is dictated by tasks required under federal law. The benefit of a completed FEIS? It results in regulatory clarity and permitting certainty. Importantly, this helps to reduce project risk, likely resulting in more favorable P3 business terms, if that is determined to be the best way forward.

#• The port must be adequately staffed to manage the FEIS and assess project financing and delivery alternatives. The right mix of professional expertise must be assembled to responsibly manage the multitude of contracts, public outreach, and administrative steps associated with the FEIS. The hiring process for a dedicated project manager will conclude next month. The port must also have access to the legal and financial expertise required to thoroughly analyze P3 proposals and, potentially, carry out contract negotiations. For such a significant and complex project, a P3 due diligence process might incur up to \$2 million in legal costs alone. Such a commitment is necessary to ensure that the public interest is protected.

#• The bridge touches two states. An even more extensive legislative effort may be required in Washington to ensure that a replacement project is possible. Projects that impact the state highway system must be approved by the legislature, and specific approval for a P3 project may be necessary. The next realistic opportunity to obtain legislative authorities for this project will be in the 2019 session, regardless of whether the project is publicly or privately funded.

#The actions of the 2017 Oregon legislature were essential for a replacement bridge. Receipt of a pre-mature proposal from a private firm is encouraging. And the port now has funding to complete the FEIS and other pre-development steps. The natural inclination is to assume that bridge replacement can occur very soon. It cannot. Every expert we have consulted with counsels a methodical, diligent effort as the best chance for success. Taking this path will result in more project certainty and reduced construction and financing risk. That means a better business transaction under a P3 approach, or lower bids under a publicly-funded model, depending upon the approach chosen.

#Finally, the current bridge is owned and managed by the Port of Hood River, a public agency. It will likely not be so in the future. All project steps that will take place over the next few years will occur in a manner that is transparent to the public and with the full participation of local governments and stakeholders on both sides of the river. The decisions made, including future ownership, toll setting authority, and financing responsibilities will have a profound impact on our region for many years. That means communities on both sides of the river need to be part of it.

#I am personally available to answer questions, listen to ideas, and explain the many WHATs of this complex project, the best I can, to anyone who is interested. I can be reached via email at mmcelwee@portofhoodriver.com or phone at 541-386-1138.

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Port of Hood River Strategic thinking session

Nov 15, 2017

INTRODUCTION



The Port of Hood River decided to engage in a long-term strategic thinking activity in November 2017. The intent is to explore the future on a longer time horizon and with a wider-angle look at issues than is typical of regular Port planning activities. The resulting strategic insight can then be used in later strategic planning activities. The meeting of the Port Commissioners and Port leadership was not designed as a decision-making meeting but as a future brainstorm, exploration, and discussion. The Port engaged national Futurist, Glen Hiemstra, Founder of Futurist.com to plan and conduct the day-long meeting. He was invited to make a presentation of his

view of long-term trends in an evening session on November 14, 2017 to which the public was invited. About 20 members of the community attended that evening session. Glen's presentation slides can be found in Appendix B. Prior to the sessions, Glen interviewed a small set of community leaders by telephone, and a summary of the key input can be found in Appendix A.

What follows below is a summary of the day-long Commission meeting held on November 15, 2017, along with some concluding recommendations from the event facilitator.

The November 15, 2017 meeting began with a listing of the desired outcomes of the day’s discussion, which included:

Outcomes

List of strategic implications of long-term trends

- List of what we may move from and move to
- List of common themes in preferred future images 2035-2040
- List of what we need to learn, prepare for, and do
- Next step(s)

A model that is being used by futurists to organize a scan of the external environment is the acronym STEEP. It stands for:

- Society and Demographics
- Technology and Science
- Economy and Markets
- Environment and Energy
- Politics and Regulation

The meeting facilitator, Glen Hiemstra, delivered a presentation with his views of future developments in these categories on the evening of November 14, a presentation open to the public. His presentation slides can be found in Appendix B.

Glen’s key observations were:

Population growth is going to continue, and become more diverse. An aging population must be accounted for, as is the need for affordable housing.

Technologically, the Internet of things, autonomous vehicles, and advances in manufacturing will be dominant. This will impact traffic, parking, and the kind of business facilities that are needed

Economically there are a myriad of opportunities in small-scale but high tech development, such as the current cluster in drones and avionics. Agriculture will continue to be important.

Environmentally, climate change will likely lead to more variable weather, and a public demand for sustainability solutions. With energy, there are many opportunities arising for renewable energy, including especially solar and wind in the local area. Adding solar to a bridge is an option.

Politically and in terms of regulation, there will be a need for regional and cross-river collaboration, calling for leadership from the Port.

STEPP brainstorm and discussion

Reflecting on the trends that Glen addressed the previous evening and using the STEEP model, the group asked which *Events, Trends and Developments (ETD’s)* stand out as important for the Port and Region, or which individuals felt were missing in Glen’s presentation. The results were recorded into the STEEP categories.

Society & Demographics

- Region will add 3000-5000 people
- Will move from 15% over age 65 to 23% with implications for housing, infrastructure, social services, electoral support for taxes, etc.
- Diversity in population
- More people will move out of larger cities and be willing to commute 1-2 hours
- Wealth & Income gap increasing
- Poverty and homelessness increasing

Key points summary: While the various state agencies that forecast population assume modest growth in the Hood River region, the discussion focused on the possibility that the forecasts are too modest, and that population growth would probably be faster, and would almost certainly be faster if there were housing available.

This will put pressure on the urban growth boundary and the expectations for on either side of the line. Dealing with the wealth gap and providing service to the more diverse population were other future issues of note.

Technology and Science

- Tolling technology extended to parking, modes, smart phones
- Autonomous vehicles
 - Fewer vehicles due to autonomy
- E-bikes, electrification of transportation
- UAV, avionics, aviation
- Recreation technology advances
- Smart buildings, smart grid, connectivity
- 3D printing to impact manufacturing

Key points summary: There is a desire to apply Port knowledge of electronic tolling technology to other realms, and future trends in smart city applications may support this possibility. Autonomous vehicles may, on the ten to twenty year time horizon, decrease vehicle traffic if this technology is accompanied by a shift to shared and fleet owned cars. Long-haul trucks will almost certainly be autonomous on the interstates. However, when combined with

anticipated regional growth, the number of vehicles crossing a bridge may not diminish. Local parking could be impacted by fewer local cars and more local autonomous cars being used more continuously rather than parked most of the time. Electric bikes have a lot of promise for enhancing local recreation and they along with regular bikes should be accounted for in bridge design. Any new Port business development facilities built on remaining or newly acquired land will need to conform to smart and green standards which exceed today’s, and the Port has the opportunity to model these standards on a small scale.

Economy & Markets

- Housing needs for agricultural workers
 - Need to consider schools with housing provided for employees
 - Need to consider health care facilities with housing provided for employees
- Tech industry clustering
 - Merge Agriculture-Forestry-Technology, for example waste stream management on-site

- Gorge-region “stock market” or investment network, enabling way for local residents to invest in local companies
- Food processing and agriculture contribution to local economy continues, but single crop is vulnerable
- Price competition for agriculture commodities
- Transportation pressures and needs
- Finding way to capture 38,000 cars driving by on Interstate for stop/shop/visit
- Future shipping (possibilities)
- Port role in facilitating introductions (to deal with non-Port issues)

Key points summary: The participants assume that the future economy will remain focused, in similar shares as today, on agriculture, small-scale manufacturing and services especially related to technology and the local retail and health care. There is a concern about how to continue to support the current tech focus related to avionics and drones while attracting new good paying jobs and whether the Port should look to sell or lease

space. Obviously housing is considered to be a future issues, and the question was raised about local enterprises, like the schools or health care, support for employee housing.

Environment & Energy

- Flood, fire, drought, etc. threats increase in wild-weather future
- Focus on resilience
- Water scarcity (for data centers)
- Energy efficiency
 - Producing energy here, a county-wide energy plan
 - Micro-hydro
- Living Buildings
- Regional sustainability via 5-Port Collaboration
- Strong community interest in and expectation for efficiency & sustainability

Key points summary: This discussion recognized the likelihood of future climate-induced concerns about drought, fire and a need for local resilience planning. Water for future data center expansion in the region was noted. Energy was a primary area of focus, with an anticipation that all future development would be expected to be energy efficient. Regional

collaboration for sustainability is expected.

Politics & Regulation

- Gorge Commission Master Plan Update
- Urban Growth Boundary revisited
 - Agriculture land use
 - UGB requires 20-year supply
 - Workforce and housing pressures
 - Who does this?
- Distributed power generation
- Local sales tax re-visited
- Highway fund issues at federal level
- Forest management policies re: fire danger
- Oregon regional services push

Key points summary: A strong feeling was expressed that as regional Gorge planning continues, and as the other trends emerge, there will be a need to revisit aspects of the growth plan, urban boundaries, tax planning and the role of and limits on the Port.

In addition to looking at the STEEP categories, the group listed future trends of interest that may be specific to the Port of Hood River, including.

Port Specific

- New bridge

- Communication technology
 - Paper processes shifting to electronic
- Available land is decreasing, pressures on housing for labor
- Increase use of waterfront for recreation
- Parking pressures and desire for transit in region
- Expectation for quality, customer service, bi-lingualism
- “One Gorge” movement

Key points summary: Solving the bridge issue is a given. In terms of Port operations, modernizing communications, and stepping up to customer expectations including a need to be bi-lingual are assumed. The future use of Port lands, whether to acquire more, how to deal with parking pressures are issues. Eventually the group expected that regionalism will become more important.

General Implications of the Long-Term ETD’s

Having listed and discussed long term events, trends and developments, the group asked “what are the

implications for the Port of these kinds of trends in the next 10-20 years?" The following implications were recorded.

- Urbanization of the waterfront
- Monetize visitations
- E-bikes vs. trail use as it is now
- Address parking lots
 - Ski parking and bus service
 - Can you move waterfront parking offsite, and develop parking lots for buildings?

- Use school parking more efficiently in summer
- More transit ideas
 - Transit from Portland, across the bridge, to and from rural areas
- Air rights development
- Value of existential discussion – in the very long run should the Port exist or not exist?

As a method of sharpening the implications discussion and making it more practical, the group engaged in a From-

To discussion. The question is framed as, "Over the next 10 to 20 years, if the trends develop as we anticipate, what will the Port be moving from and moving to, in terms of what it does or how it does it? The results are below:

FROM – TO Exercise: in the future what will the Port move from and to?

FROM	TO
Stand alone entity	Participant in more diverse service provision system
Mostly misunderstood	Mostly understood, as the public can see the process as well as end result
Current Size & Services	Reduction in what we provide and do, based on reduced income from Bridge
Current Size & Services	Growth in various revenue streams
Focus on light industrial development	More mixed-use development as lead agency, e.g. housing
No role in workforce development, per statute	Workforce development role
Oregon entity	Bi-state entity: Five Ports One Team, collaboration, One Gorge

Key implications summary: If we review the various implications discussion points three things seem to stand out. First, the participants expect that over time regional collaboration will become more expected and

important, to include more collaboration with local Hood River entities, and also two-state, multiple Port entities. Taking a leadership role in this seemed attractive. Second, quite obviously the future scale of Port operations will

depend on the future of the bridge and the Port’s role in its development and share of its revenue. Third, there is a need or at least an opportunity for the Port to envision a shift from its current somewhat limited

mission to an expanded role in mixed-use development that accounts for community

interests in housing, energy, transit, and so on, within a regional service framework.

(Image credit:
https://commons.wikimedia.org/wiki/File:Hood_River_OR_-_aerial.jpg)



The Preferred

Future

The session shifted at this point from a focus on anticipated futures and implications, to *envisioning a preferred future for the Port*. The task was framed as imagining and comparing “preferred future images”. The most common images and the most preferred images could then, in later planning processes, be referred to as a starting point for articulating a new vision for the Port.

Process: First, each individual imagines their own preferred future images for about the year 2035, and records the images on small post-it notes. The notes are then shared, and similar ideas are gathered into clusters on a large board. Finally, the clusters are refined and labeled by a small group.

Preferred Future Image Exercise

As individuals did the initial round of listing their images, they were encouraged to

think about categories to include:

- Physical infrastructure of the Port, waterfront, facilities
- What we are doing, functions, purpose
- How we are organized, how we get jobs done
- What is the interface with other agencies, entities
- What is the interface with the public
- Bridge – what it looks like, how it is operated, who “owns” it
- Other images or wildcards

The clustered images that resulted are as follows:

BRIDGE

- New bridge built that provides significant public benefit by leveraging local ownership
 - Bridge was paid for with royalties from joint venture
 - New bridge is owned and managed by Port and provides ongoing revenue stream
 - The bridge is free
 - Port has ownership of debt-free bridge
 - New bridge is still owned by the

Port, at least partially

- Multi-modal bridge facilitates walk, bike, vehicle traffic
 - Bike & pedestrian crossing encourages alternative low-carbon commutes
 - Other green elements
 - Park and ride both sides of bridge
- Other transportation
 - Connectivity to town
 - Light rail to Portland
 - Reconfigured freeway exit G4
 - Regional fixed-route public transit system is operational within county, to Portland, bi-state
 - Increased airport traffic
 - Port part of regional ferry system
 - Short sea shipping

ECONOMIC FACILITATOR

- Port functions as a facilitator of import/export of local products and talent and ideas while ensuring benefits are felt within the region
- The Port facilitates networks, incubates markets
- Facilitator of State, Federal, Private

- funding and grant opportunities
- Department of Solicitation
- No waste

COLLABORATIVE ENVIRONMENT

- Port is involved in extensive collaboration & coordination with other regional entities
- Port Board expanded to included one each from City Council, County Board, and School Board
- The Port is a key participant in area-wide public service systems, sometimes in the lead, sometimes following
- Working in collaboration with other local and regional agencies to bring their strengths into the district to improve our services. For example, Police working with recreation community on water rescue & safety.
- Port, school district, county and city are housed in one location, sharing many support functions
- The Port works with Washington and Oregon agencies and businesses to do combined CIP & vision

- planning, which shares resources to tackle local & regional issues
- Port Board & Staff are multicultural, multilingual, multifaceted, with greater inclusion and voice for Native Americans, Latino, under-represented populations. Port has discovered previously unknown economic development opportunities from being so.
- The Port serves as a forum to address community needs and is an initiator of change.

SUSTAINABLE PORT

- The Port administers tolling facilities throughout the Western U.S.
- The Port funds itself via leases, property management, strategic business investments, not tolls or tax base
- Decreasing commerce unless new land/assets acquired
- Port has developed more than 500 acres of industrial/commercial land
- Port owns and has developed real estate in other counties and Washington state

- Port office re-located
- Re-development of maritime and Jensen buildings
- Build out of existing lands
- Development of the Hook
- Acquisition of other lands
- Port owns and develops property throughout the Gorge, with a green campus model that has zero waste, mission focus by regional goals, and housing including, as well “incubator/innovation campus/”
- The Port serves as a sponsor/facilitator for entrepreneurial business development
- A building or complex focusing on innovation and supporting young business
- Hood River waterfront is nationally recognized example of sustainable building technology & renewable energy.
- Business and light industrial core surrounded by green space, beaches, trails, etc.
- The area has a vibrant, sustainable and inclusive economy

RECREATION – OPEN SPACE

- Port developing riverfront recreation on both sides of the river
- Expanded waterfront access, beaches with different access options depending on your interests.
- Recreation – Marina expansion, boat ramp relocation, water access to Nichels Basin, changing demographic needs, increased usage
- The Port is integral in preventing this area from becoming another Telluride
- The Port creates multiple pedestrian & bike connections between downtown and the river
- Parkway covered tunnel over I-84.
- The Gorge is an even better playground
- Interconnected park, pathway, open space and natural areas preserved and maintained by the Port on waterfront

INNOVATION TECHNOLOGY

- Integrated agricultural diversity – timber, fruit, grapes/vineyards, wine, with K-12 &

- College, and with Trades & Technology
- Technology focus on advanced products, R&D, recreation product testing labs
- Innovation actions supporting entrepreneurship opportunities, available low cost space
- Port is the leader in connecting technology education and workforce needs of local business
- Buildings are constructed out of mostly local materials, using locally trained trades workers who can do a number of skilled work tasks in different hand-on industries
- Waterfront is built out with vibrant recreation/technology /production facilities and public spaces. Vibrant mix of symbiotic local & regional businesses support business with a regional showcase feel. Shared amenities.
- Innovate economic development to include full consideration and action on ripple effects. Maintain quality of life means social justice infused in economic development activities such that we

- are the Port/Community that figured it out, solved the problem of if you work in a community you ought to be able to live there (Aspen, Vail, not Hood River).
- Lot One is developed but mostly green, vibrant, walkable area that has a park-like feel but is hosting over 1000 full time year-round workers.
- Waterfront: road/Interstate vehicle off-ramp direct into multi-story marking & distribution center

AIRPORT

- Airport becomes a technology hub for aviation, avionics development
- Funding created through joint government and private sector infusions and development fees

WORK FORCE

- Project completed: people don't have to live in the area to transport themselves to other jobs, thus housing demands in the local community don't have to be vital.
- Appointment scheduled parking

**WORKFORCE HOUSING/
CO-WORKING SPACE**

- Port assembles new affordable housing sites on behalf of City and County
- Port owns and manages portfolio of live-work and workforce housing facilities
- Housing is denser with more small green spaces that are integrated with storm-water and park amenities.
- Housing is smaller, cleaner, cheaper to operate with locally produced power, public land utilization and appreciation caps. Maybe housing on Port property
- Energy for the County is locally produced on a micro-level, the Port has some production housed on properties which provide all power and some heat

tech/aviation/trades/service/agriculture sectors, and, if they go to college it's for advanced degrees in interesting things, not just vocational requirements. No student debt.

WILD CARD

- No bridge, but landing pads where people drop off to go to work
- Drone transport – Port develops in partnership with tech firms
- Port becomes a government liaison with private sector to...

EDUCATION

- School curriculum is integrated with mentoring programs. All contractors and Port tenants are required to provide mentor/internship/trades opportunities
- Class of 2035 HRVHS – graduates 100% employed locally at great paying jobs in

THEMES – COMMON GROUND IN PREFERRED FUTURE IMAGES

After listening to, reviewing and discussing the wide variety of preferred future images, the group developed two final lists. First, we asked what are the common ground themes within the preferred future images. Second, we asked, based on the images and the common ground themes, “what does the Port need to learn about for the long term, prepare for in the medium term and begin to do soon for the short term?”

THEMES – common ground in preferred future images

- Expanded role & scope for the Port
- Collaborator, facilitator with other agencies
- Unafraid of breaking the mold, pushing boundaries
- Shift from brick and mortar to IP
- Embrace community values – sustainability
- Agriculture, transportation,

- research, international trade marketing
- Real estate development role, but a with a social theme, innovation, etc.
- Branded waterfront, sustainable, living
- Refined, enhanced, sustainable, preserved waterfront, with open space
- Education, teaching, training
- Replace the bridge

In the long run, what do we need to learn?

- Knowledge about public private partnerships
- More sophisticated, thoughtful public private partnerships on real estate investment
- Statutory limits – what we can and cannot do, how the change this
- Borrowing capacity with and without a bridge
- How to take our tolling technology today and expand it
- Inventory of what we contribute to the community beyond the bridge
- Agriculture needs and gaps
- Preparation for future commissioners, for example a budget

with and without bridge, financial model for Port with two-thirds of current income, alternate revenue streams

In the medium term, what do we need to prepare for?

- Demand for infrastructure from a growing community
- Likely opportunities that may come from funding, Congress
- Public conversation about what we do as a Port
- Different dialogue with the public
- If we do more real estate development, implications for staff & functions
- Autonomous vehicles

If the short term, what do we need to do?

- In the works on the Oregon side, do the whole effort on the Washington side
- Identify barriers to success
- Make a concerted effort to reach out to other agencies
- Re-visit the plan for Lot One
- Assess impact of owning versus sale of properties

Conclusions

This day of strategic thinking was designed to enable the Port Commission and leadership to anticipate long terms trends out to 2035 and beyond, consider the implications of these trends, and then to imagine preferred future images and what they may mean for Port planning going forward.

Key themes for the future include:

Completing a new bridge

Expanding the role of the Port as a network leader in regional collaboration, and in terms of mixed use development

Completing the waterfront to the best vision for sustainability, renewable energy, traffic management, and mixed use

Supporting both high tech and agriculture development

Engaging the public and local agencies in thinking boldly about the long term vision

Recommendations

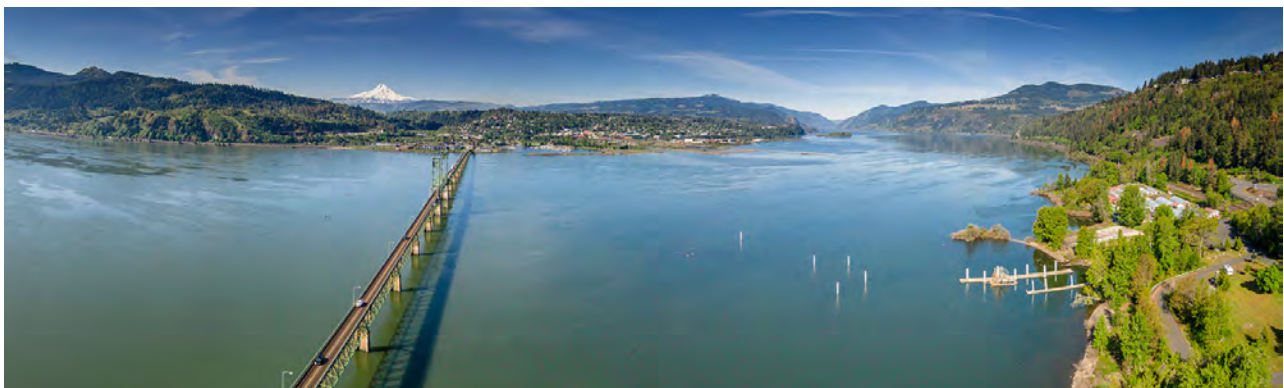
1. Complete bridge specification process to emphasize sustainability, energy production, and revenue options
2. Consider convening local agencies, business partners, stakeholders, public in a long-term vision charette in 2018 especially for final waterfront
3. Expand Port vision to mixed use and regional network leadership.



Report prepared by Glen Hiemstra, Futurist.com

Dec 11, 2017

Image credit:
laine ranger courtesy o Port o ood River.



Appendix A

In preparing for the day with the Commissioners and leadership, consultant Glen Hiemstra conducted a series of several telephone interviews with community business, public sector and association leaders. Glen asked them for their view of long terms issues for the Port.

Future Issues of Interest

Housing for population growth, housing for local workers including especially agriculture workers

Completing a new bridge

Supporting economic development for high tech employment

Look for ways to support larger scale manufacturing facilities, not just small scale

Sustainability in the face of climate issues

Waterfront development, support for recreation

Regional cooperation

Appendix B

Glen Hiemstra Slides from
November 14, 2017 public
presentation



Dear Hood River Marina Moorage and Boat House tenants:

The 2018 moorage contract term is fast approaching. **If you do not intend to continue as a Marina tenant, please let me know immediately via [email](#) or in writing at the Port office.**

The Port Commission has authorized a 6% lease rate increase for Marina slips and boathouses. 2018 billing statements will be issued soon, please watch for it in the mail.

Staff has recommended new payments terms, likely to be approved by the Commission on Tuesday, December 5. If approved, the new payment terms will be as follows:

- Annual Tenants must make payment in full within 90 days of the billing date identified on the statement.
- A \$35 late fee applies to any payment made after 90 days of the billing date identified on the statement.
- Tenants who have not made full payment within 120 days of the billing date identified on the statement will be considered in default of the Moorage Agreement.

Has any of your contact information changed? Please indicate any changes to your mailing address, preferred contact phone number, and any other contact information via email to me as soon as possible. Please also verify that this email was sent to your preferred email address.

Other updates:

The vandalized men's bathroom has been repaired by a commercial door contractor. The smaller bathrooms will be available to you all winter, accessible with your marina gate card. Please make sure to close the door completely and do not allow access to unauthorized users.

Are you interested in helping to shape the future of our Marina facilities? There is an opening for a Power Boat representative on the Marina Committee. The Committee meets in the Port Commission boardroom on the third Thursday of the month (about 10 times a year). Please contact me if you are interested participating and I will send you an application.

Thank you,

Steve Carlson
Waterfront Manager
Port of Hood River

Port of Hood River

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

portofhoodriver.com

(541) 386-1645

Email: porthr@gorge.net

See what's happening on our social media sites



Commission Memo



Prepared by: Michael McElwee
Date: December 19, 2017
Re: Bridge Replacement FEIS
ODOT IGA

HB 2017 was passed by the Oregon Legislature in July 2017. This legislation allocated \$5 million to the Port of Hood River to prepare a Final Environmental Impact Statement (“FEIS”) and carry out other pre-development tasks associated with replacement of the Hood River/White Salmon Toll Bridge (“Bridge”).

Over the past two months, Port staff has been in negotiations with ODOT staff regarding the the final form of the Inter-Governmental Agreement (“IGA”) that would confirm the terms and conditions of this legislative funding commitment. The form of the IGA is standard for ODOT and consistent with funding agreements with other non-ODOT agencies stemming from HB 2017.

Attached is the most recent progress draft of the IGA. ODOT has stated that a final IGA for execution will be received before the Commission meeting. If so, staff will prepare copies for distribution to the Commission at the meeting. This final form is not expected to differ significantly from the attached; however, staff and general counsel will make a final review and notify the Commission of any differences.

RECOMMENDATION: Approve Inter-Governmental Agreement with the Oregon Department of Transportation for pre-development tasks associated with replacement of the Hood River/White Salmon Toll Bridge in the amount of \$5 million, subject to legal counsel review.

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**LOCAL AGENCY AGREEMENT
HB 2017 Local Projects Program
Hood River Bridge EIS Funding**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the PORT OF HOOD RIVER, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and 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.
2. The project set forth in this Agreement was approved for funding by the Oregon Legislature in House Bill 2017, SECTION 71d (2017). The funds available under the House Bill 2017 Local Projects Program are State Highway Funds.
3. The Parties are entering into this Agreement to set forth the terms and conditions by which Agency shall receive the funds from State to complete this project.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State and Agency agree to Agency completing an environmental impact statement (EIS) and necessary related activities for the replacement of the Hood River / White Salmon Interstate Bridge, hereinafter referred to as "Project." The Project consists of the activities set forth in Exhibit A, attached hereto and by this reference made a part hereof.
2. The Total Project Cost is estimated at \$5,000,000, which is subject to change. State funds for this Project shall be limited to \$5,000,000. Agency shall be responsible for all remaining costs. In the event of an underrun at completion of the Project, any unspent state funds will be retained by State and will not be available for use by Agency for any other Agency purpose or project. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any state funds and local funds. State will not reimburse Agency for any work performed, or for Project costs incurred, prior to the effective date of this Agreement.
3. To qualify for reimbursement, an expenditure must be an Eligible Cost. Eligible Costs are reasonable and necessary costs incurred by Agency in performance of the Project after the effective date of this Agreement, and in compliance with the requirements of Article IX, Section 3a of the Oregon Constitution.

4. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten calendar years following the date of final execution, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Exhibit A.
2. Upon Project completion and prior to final payment, Agency shall submit all of the following items to State's Project Manager:
 - a. Final Project completion Inspection form No. 734-5063 (completed with State's Project Manager);
 - b. Final Cost.
3. Agency shall keep State informed of the Project's progress, and, if State deems it necessary, Agency shall enter into a subsequent agreement with State that further defines State's oversight role in the Project.
4. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project name, the Agreement number, the key number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Invoices shall not be presented for periods of less than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
6. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

7. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
8. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.
9. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
10. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
11. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final

payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

12. Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
13. Agency's Project Manager for this Agreement is Michael McElwee, Executive Director, 1000 E Port Marina Drive, Hood River, OR 97031, 541.386.1138, mmcelwee@portofhoodriver.com, or assigned designee upon individual's absence. Agency shall notify State in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency one hundred percent (100%) of Eligible Costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, Paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency. Final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.
2. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
3. State's Project Manager for this Agreement is Kristen Stallman, Strategic Policy Advisor, 123 NW Flanders Street, Portland, OR 97209, 503.731.4957, kristen.stallman@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement, effective upon delivery of written notice to Agency or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such

failures within ten (10) days or such longer period as State may authorize.

- c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2(a) or (b) above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
 4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Signature Page to Follow

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

PORT OF HOOD RIVER, by and through its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL

By _____
Agency Counsel

Date _____

Agency Contact:

Michael McElwee, Executive Director
1000 E. Port Marina Way
Hood River, OR 97031
541.386.1138
mmcelwee@portofhoodriver.com

State Contact:

Kristen Stallman, Strategic Policy Advisor
123 NW Flanders Street
Portland, OR 97209
503.731.4957
kristen.stallman@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

EXHIBIT A

Project Activities

1. The Port of Hood River (“Agency”) will undertake or cause to be undertaken the following activities as necessary for completion of the Project EIS:
 - a. Project Management and Administration: Overall management and administration of the environmental and related activities, including Agency’s Project-related legal analyses, public involvement/outreach, coordination with ODOT and WSDOT, other bi-state and intergovernmental coordination, tribal coordination, and coordination with FHWA.
 - b. Engineering: Analyses in support of the environmental impact analyses, including such activities as bridge design refinement, update Type, Size & Location (TS&L) analysis (if required), engineering and specifications, topographic survey, hydraulic study, update river users survey (if required), schematic roadway design, geotechnical investigation, wind analysis, permitting analyses and submittals, and preliminary cost estimates.
 - c. Project Delivery and Finance: Including traffic and toll revenue analyses, development and assessment of project implementation issues and delivery alternatives, and financing options.
 - d. Environmental: Environmental studies, including, but not limited to, archaeological investigation, biological assessment, Section 4(f) consultation, storm water runoff, impact on river users, and preparation of a Supplemental Draft EIS (if required) and a Final EIS.
2. **Americans with Disabilities Act Compliance:**
 - a. Agency shall utilize ODOT standards to assess and ensure that the Project and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, “ADA”), including ensuring that all pedestrian routes evaluated as part of the Project are ADA-compliant.
 - b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

Commission Memo



Prepared by: Michael McElwee
Date: December 19, 2017
Re: Bridge Replacement Project
Management

The Commission has discussed a general management structure for pre-development activities associated with replacement of the Hood River/White Salmon Interstate Bridge (see attached). One very important position, and one that is important to fill soon, is Project Director (“PD”). The PD position will play a significant role in the administration and management of many project tasks, primarily related to completion of the Final Environmental Impact Statement (“FEIS”) and Record of Decision (“ROD”) and evaluation of alternative project delivery approaches.

The individual selected for the Project Director position must be experienced in public administration and public contracting. They must have excellent verbal and written communication skills and be able to act as the Port’s representative in meetings and presentations with local, state, and federal agencies. They must be able to effectively coordinate the activities of formal committees composed of private citizens, elected officials, and other stakeholders. They must provide excellent and responsive administration of public contracts.

Given the need to act as a representative of the Port, build relationships, and sustain communications with public agencies; and to be dedicated to this project for a long period, I believe that the PD should be an employee of the Port. While it is certainly possible to retain the services of a private firm to carry out these functions, I believe that responsiveness and credibility could suffer and costs could be significantly greater.

The proposed Project Director job description (attached) is for a two-year, temporary Bridge Replacement Project Director position that would report to the Executive Director. If the Commission approves the position, I would move to immediately implement a hiring process.

RECOMMENDATION: Approve Bridge Replacement Project Director Position and Authorize the Executive Director to fill the position.

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PORT OF HOOD RIVER

POSITION DESCRIPTION

This position is:

- General Employee
- Management
- Supervisory
- FLSA exempt
- FLSA non-exempt

TITLE: Bridge Replacement Project Director

POSITION: Regular Limited Duration Full-time

OVERTIME REQUIRED Yes No

SALARY: \$85,000 - \$125,000 Annually

JOB DESCRIPTION

This Bridge Replacement Project Director is responsible for overall management of a variety of pre-development tasks associated with replacement of the Hood River/White Salmon Interstate Bridge. The position will negotiate and administer various contracts, manage consultants, coordinate various project committees and report to local, state and federal agencies on behalf of the Port regarding efforts to complete a Final Environmental Impact Statement (FEIS) and Record of Decision ROD for a proposed new interstate bridge between Hood River, OR and White Salmon, WA. The position will also participate in legislative efforts associated with consideration a Public/Private Partnership (P3) to finance and construct a new bridge including feasibility modeling, and P3 proposal solicitation, evaluation and negotiations. The position will have a direct reporting and liaison role with the project's Policy Advisory Committee, the Port of Hood River Commission and ODOT. The position may also participate in other tasks and projects at the Port as time allows.

RESPONSIBILITIES

Typical responsibilities include:

- Manage the process to select an FEIS Engineering firm.
- Prepare contracts for the FEIS Engineer and other project consultants.
- Oversee completion of FEIS tasks
- Insure completion and adoption of P3 administrative rules.
- Manage selection of a P3 program administrator
- Coordinate meetings and activities of various advisory committees
- Represent the Port in negotiations and discussions with public agencies
- Monitor and report on project expenditures and overall project budget
- Prepare and make public presentations on project activities
- Assist in preparation and implementation of legislative strategy
- Manage assigned administrative staff
- Prepare Commission documents and present to the Port Commission
- Represent the Port through participation in public meetings as needed

- Maintain relationships with private and public stakeholders and community groups
- Manage other projects/ tasks as may be assigned.

PREFERRED COMPETENCIES

- Public Agency Administration
- Public Contracting
- Project Management
- Excellent written and verbal communications skills
- Ability to work with a wide variety of people
- Understanding of state and federal law
- Experience in real estate transactions
- Real estate financial analysis
- Land use and zoning issues and processes

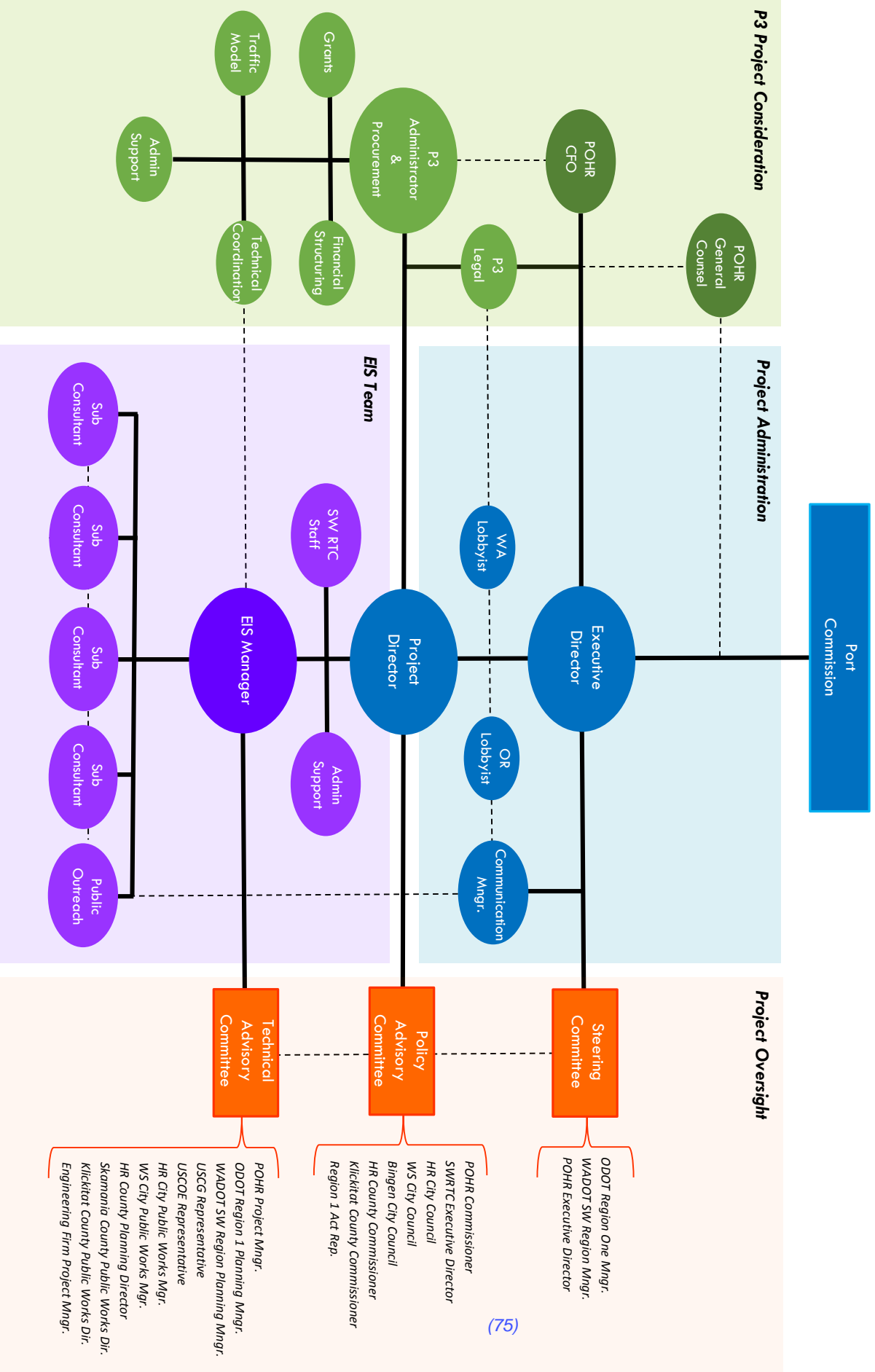
EDUCATION/EXPERIENCE

- Minimum four year degree in planning, business, marketing, design, engineering, finance or related field; graduate level degree preferred
- Ten years of relevant job experience
- Current driver's license



HOOD RIVER BRIDGE REPLACEMENT PROJECT ORGANIZATION

Draft 12/13/17



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Commission Memo



Prepared by: Michael McElwee
Date: December 19, 2017
Re: Utility Easement

Northwest Natural Gas Company (“NWNG”) has an existing utility easement on Port property south of the Hood River Bridge. Within the easement is a gas line, regulator, and other apparatus that connects to the Williams Pipe gas line on the bridge and crossing into Washington. Due to increasing demand for natural gas in their Hood River service area, NWNG is requesting an expanded easement to accommodate new apparatus needed to meet the increasing demand. A draft form of the easement is attached.

The easement document has been reviewed by the Port’s General Counsel and it is standard for this kind of utility. We did request two changes:

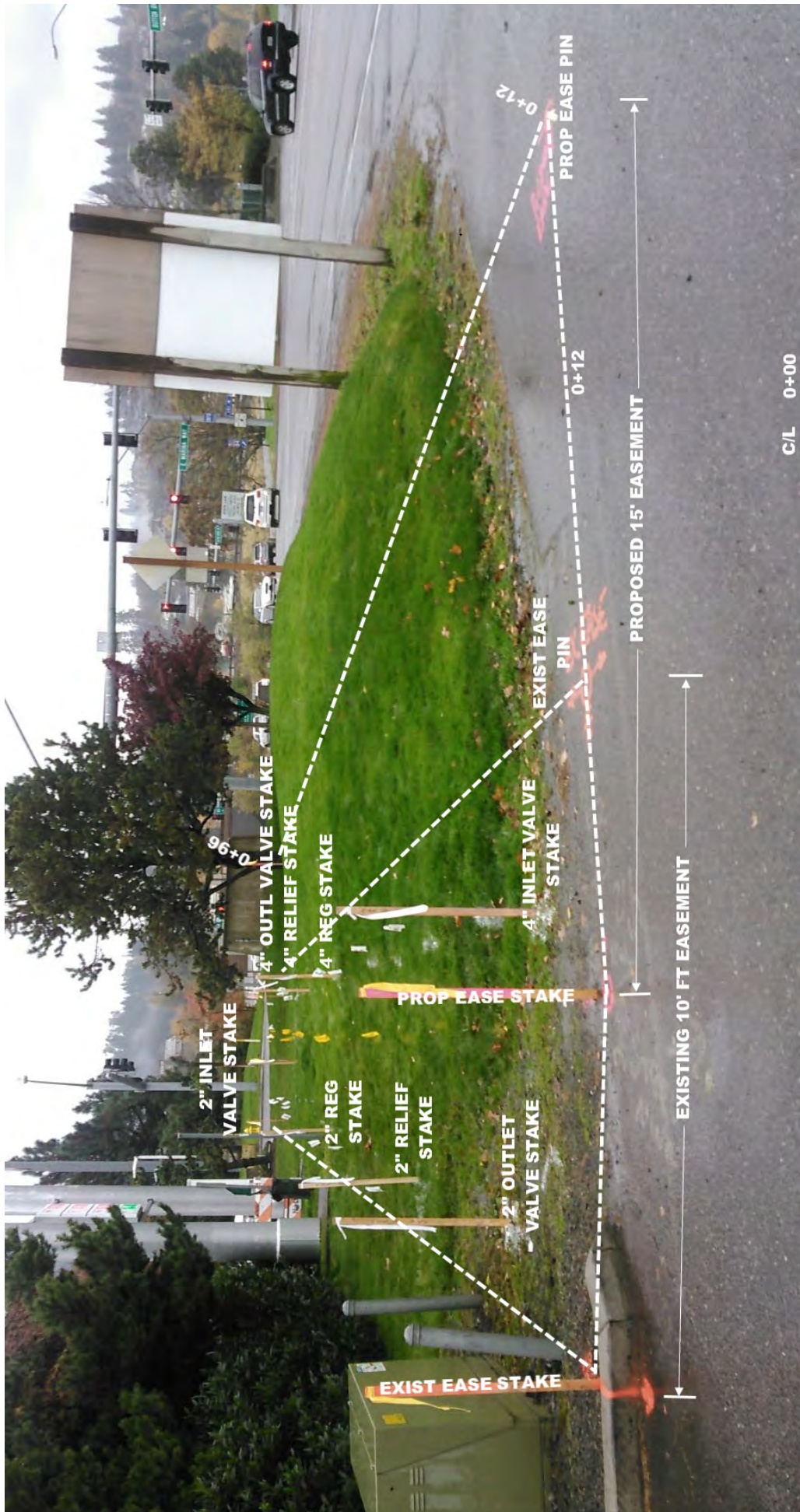
- Clarify as non-exclusive easement.
- Statement of responsibilities and cost allocation if bridge is replaced.

NWNG is expected to provide a final form of the easement prior to the Commission meeting. It will be presented to the Commission for formal action after General Counsel review with any changes noted.

Separately, NWNG has agreed to pay the Port \$1,000 for the easement. This will compensate the Port for attorney fees, surveyor review costs, and staff time.

RECOMMENDATION: Approve Pipeline Easement In Gross with Northwest Natural Gas Company.

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C/L 0+00

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After recording return to:
Northwest Natural Gas Co.
Risk and Land Department
220 NW Second Avenue
Portland OR 97209

GAS PIPELINE EASEMENT IN GROSS

Grantor: PORT OF HOOD RIVER

Grantee: NORTHWEST NATURAL GAS COMPANY

For the sum of one dollar (\$1.00) and other valuable consideration, Grantor, **PORT OF HOOD RIVER**, hereby grants and conveys to Grantee, **NORTHWEST NATURAL GAS COMPANY**, and its successors and assigns, a non-exclusive easement to install, operate, maintain, replace and change the size of a gas pipeline or pipelines and related equipment in and upon the following described property, subject to abandonment and relocation if a new Hood River Interstate Bridge will be built:

A 15.00 foot wide gas pipeline easement located in the Southwest of Section 30, Township 3 North, Range 11 East of the Willamette Meridian in Hood River County and State of Oregon more particularly described as follows.

Commencing at a 5/8" iron rod, L.S.385 found at the Westerly, Southwest corner of a tract of land surveyed and monumented on Hood River County Survey #98044; thence North 10°59'42" East a distance of 149.38 feet to a point in the centerline of East Marina Drive as set on Hood River County Survey #98044, being the point of beginning of Deed #670708 to the City of Hood River; thence North 09°45'40" East a distance of 71.59 feet to a similar 5/8" iron rod, L.S.385; thence North 28°49'00" West a distance of 6.68 to a 5/8" iron rod, L.S.72306 monumenting the Southeasterly corner of Hood River County Deed Book 17, Page 580 from the Oregon-Washington Bridge Company; thence North 13°38'00" East a distance of 15.41 feet to the point of beginning of this easement.

Thence North 76°22'00" West a distance of 15.00 feet to a point; thence North 13°38'00" East a distance of 85.00 feet to a point; thence South 76°22'00" East a distance of 15.00 feet to a point on the East line of said Oregon-Washington Bridge Company; thence South 13°38'00" West a distance of 85.00 feet to the point of beginning.

Grantee will install the pipeline with the least amount of disturbance to Grantor's property as possible and will, to the extent practical, restore Grantor's property to the condition existing prior to Grantee's construction. Grantee will reimburse Grantor for any damage to Grantor's property caused by Grantee during its use of the easement.

Grantor agrees that no buildings or other structures or potentially large growing trees will be

placed upon the easement and that no actions will be authorized by Grantor that would jeopardize or interfere with the safe operation of the pipeline. This easement is granted subject to the following conditions:

A replacement bridge of the Hood River Interstate Bridge may be built and the current Hood River Interstate Bridge may be removed. This may require abandonment of the easement being granted, establishment of a new easement and relocation of Grantee’s pipeline. Grantor will not be liable to Grantee for any expenses incurred as a result of abandonment of this easement required by Grantor, relocation of the easement, or disruptions in the operation of the gas pipeline caused by relocating the Hood River Interstate Bridge. If this easement will be abandoned Grantor agrees to negotiate with Grantee to establish a new easement location on Grantor’s unimproved property to allow Grantee’s gas pipeline to be relocated to connect to a pipeline on the replacement Hood River Interstate Bridge.

Signed this ____ day of _____, 2017

GRANTOR: PORT OF HOOD RIVER

By: _____
Michael McElwee

Title: Executive Director of the Port of Hood River

STATE OF OREGON

COUNTY OF HOOD RIVER

This instrument was acknowledged before me on _____, 2017
by Michael McElwee as Executive Director of the Port of Hood River on behalf of Grantor.

Notary Public – State of Oregon

My Commission Expires _____

THE TERMS OF THIS EASEMENT ARE AGREED TO:

NORTHWEST NATURAL GAS CO.

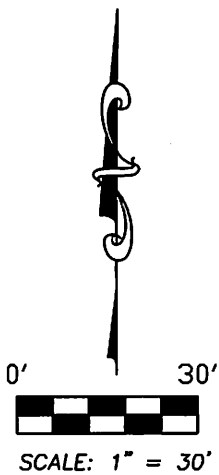
By: _____
Steve A. Walti

Title : Northwest Natural Gas Company - Risk & Land Manager

TERRA SURVEYING EASEMENT EXHIBIT MAP for N.W. NATURAL

LEGEND:

- FOUND 5/8" IRON ROD L.S.385, (C.S.98044)
- FOUND 5/8" IRON ROD L.S.72306, (C.S.2008036)
- EASEMENT CORNER
- ◆ CALCULATED POSITION



THE EAST LINE OF DEED BOOK 17 AT PAGE 580 FROM THE OREGON-WASHINGTON BRIDGE COMPANY.

THIS AREA HAS BEEN CREATED FOR THE PURPOSE OF A FIRE EASEMENT FOR THE BRIDGE PART BY INSTRUMENT #891836. THE EASEMENT IMPLIES IT IS TO THE PUBLIC BUT NO ACCEPTANCE BY A PUBLIC BODY HAS BE ATTACHED TO THE OFFERING INSTRUMENT.

LINE	BEARING	DISTANCE
L1	N 13°38'00" E	15.41'
L2	N 76°22'00" W	15.00'
L3	S 76°22'00" E	15.00'
L4	S 13°38'00" W	85.00'
L5	N 28°49'00" W	6.68'
L6	S 75°59'13" E	5.25'

BUTTON BRIDGE ROAD
EXISTING EDGE OF PAVEMENT
NEW: 15 FOOT WIDE GAS EASEMENT.

PORT PROPERTY
ODOT PROPERTY

1963 NORTHWEST NATURAL 10 FOOT WIDE EASEMENT BOOK 72, PAGE 744. (#1731) LOCATION IS DESCRIBED IN A GENERAL WAY, THEREFORE, I CHOOSE TO CENTER THE EASEMENT ON EXISTING GASLINE.

POINT OF BEGINNING

SHELL GAS CANOPY

EAST MARINA DRIVE

REGISTERED PROFESSIONAL LAND SURVEYOR

Erik M. Carlson

OREGON
December 30, 2005
ERIK M. CARLSON
72306

Expires: December, 2017

DATE: NOVEMBER 9, 2017
SCALE: 1" = 30'
PROJECT: 17132EASEMENT
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
terra@gorge.net
www.terralandsurveying.com

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Commission Memo



Prepared by: Michael McElwee
Date: December 19, 2017
Re: Expo DDA Amendment #7

The first phase of construction on Parcel One and Two of the Expo Property is underway based on the terms of an Amended and Re-Stated Disposition & Development Agreement (“DDA”) with Key Development (“Key”). The DDA has been amended multiple times in the last several years to accommodate schedule and scope changes. Most recently, Amendment #6 was approved anticipating re-design and re-programming of a distribution building on Re-Plat Parcel One (attached) with construction commencing this fall.

Key was not able to advance the project as planned. It has been necessary to utilize Re-Plat Parcel One for parking to accommodate tenant demands in the existing buildings which occupy nearby lots. This has raised a fundamental question as to whether the build-out that has occurred over the past several years is parking deficient to the extent that another building on Re-Plat Parcel One is now even a reasonable expectation.

The attached Amendment #7 would shift the Re-Plat Parcel One development schedule forward about one year. It would require that Key complete a detailed parking analysis, in conjunction with Port staff, by March 15, 2018. That analysis would be the basis for a decision by the Port as to whether it would allow Re-Plat Parcel One to remain as a Key parking resource, the location for a small distribution building, or re-purchased by the Port under the term of the DDA.

Staff believes this action is necessary to respond to the changing dynamic of development on the waterfront and the challenge of providing adequate parking supply.

RECOMMENDATION: Approve Amendment #7 to the Amended and Restated Disposition and Development Agreement with Key Development for the former Expo Property.

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SEVENTH AMENDMENT
AMENDED AND RESTATED AGREEMENT FOR
DISPOSITION OF PROPERTY
FOR DEVELOPMENT
PARCELS 1 AND 2

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DISPOSITION OF PROPERTY FOR DEVELOPMENT ("Seventh Amendment") is entered into by and between the PORT OF HOOD RIVER, a municipal corporation ("Port") and KEY DEVELOPMENT & ASSET MANAGEMENT, INC., an Oregon domestic corporation, as successor in interest of KEY DEVELOPMENT CORPORATION, an Oregon domestic corporation ("Buyer"). Port and Buyer are referred to jointly in the Seventh Amendment as "Parties".

RECITALS

- A. Port and Buyer have entered into that certain Amended and Restated Agreement for Disposition of Property for Development, dated August 8, 2014 ("Agreement") pertaining to Parcel 1 and Parcel 2 of Hood River County Partition Plat 201205P. Effective December 30, 2014, the Parties executed a First Amendment to the Agreement ("First Amendment"). Effective March 17, 2015, the Parties executed a Second Amendment to the Agreement ("Second Amendment"). Effective September 22, 2015, the Parties executed a Third Amendment to the Agreement ("Third Amendment"). Effective March 16, 2016 the Parties executed a Fourth Amendment to the Agreement ("Fourth Amendment"). Effective December 13, 2016 the Parties executed a Fifth Amendment to the Agreement ("Fifth Amendment"). The Parties executed a Sixth Amendment to the Agreement effective as of December 14, 2016 ("Sixth Amendment"). The Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment is referred to herein as the "Amended Agreement."
- B. The Parties have agreed that the Amended Agreement must be amended because growing parking demand on the waterfront may require changes to the Sixth Amendment Exhibit B Schedule of Performance, Parcel 1 and the Sixth Amendment Exhibit C Scope of Development, Parcel 1.
- C. The Parties agree to jointly prepare an area parking analysis to quantify parking demand and supply in the growing waterfront area, including Parcel 1 and nearby properties, and identify possible solutions. The Port shall consider the study recommendations to determine whether continued parking on Parcel 1 is necessary.

All capitalized terms used herein shall have the meaning ascribed to them in this Seventh Amendment

AGREEMENT

Now, therefore, in consideration of the mutual benefits to be realized by the Parties the Amended Agreement shall be modified as follows:

SECTION 1 - REVISED EXHIBIT B SCHEDULE OF PERFORMANCE - PARCEL 1

The Exhibit B SCHEDULE OF PERFORMANCE-PARCEL 1 attached to the Sixth Amendment is deleted and replaced by EXHIBIT B SCHEDULE OF PERFORMANCE, PARCEL 1 attached to this Seventh Amendment.

SECTION 2 - REVISED EXHIBIT C SCOPE OF DEVELOPMENT - PARCEL 1

The Exhibit C SCOPE OF DEVELOPMENT, PARCEL 1 attached to the Sixth Amendment will likely be revised or replaced in the future by a new EXHIBIT C SCOPE OF DEVELOPMENT, PARCEL 1, to be attached as an Exhibit to an anticipated Eighth Agreement Amendment, if both parties agree.

SECTION 3 - BUYER TO PROVIDE A PARKING REPORT TO PORT

The Parties shall cooperate to jointly prepare a report analyzing parking demand and supply on and near Parcel 1 that affects Parcel 1 development options ("Study"). The Study shall include findings, with supporting documentation, shall make recommendations for resolving any significant parking demand/supply imbalance, and shall be completed by March 30, 2018. The Parties shall split equally the cost of the Study which shall not exceed \$10,000. The Parties will use the Study to discuss the terms of a possible Eighth Amendment to the Agreement.

SECTION 5 - GENERAL PROVISIONS

A. Complete Agreement

This Seventh Amendment is the complete agreement between the Parties with respect to the subject covered by this Seventh Amendment and it supersedes any prior agreement on the subjects.

B. Effect on Amended Agreement

Except as amended by this Seventh Amendment, the Amended Agreement remains in full force and effect. Any Port approvals required by this Seventh Amendment and the Amended Agreement, taking into consideration the Parcel 1 Exhibit B changes made by this Seventh Amendment, and possible future Parcel 1 Exhibit C changes, shall only be effective after Buyer receives the written consent of the Port, which consent may be granted or withheld in the Port's discretion.

C. Authority to Execute

The persons executing this Seventh Amendment warrant that they have authority to

do so to bind the Parties.

D. Date Agreement Is Effective

This Seventh Amendment may be executed and shall be binding if signed as one document or in counterparts, and shall be effective on the last date signed by a Party.

DATED: _____, 2017

DATED: _____, 2017

PORT OF HOOD RIVER

KEY DEVELOPMENT ASSET MANAGEMENT, INC.

By: _____

By: _____

Michael McElwee

Jeff Pickhardt

Its: Executive Director

Its: President

EXHIBIT B SCHEDULE OF PERFORMANCE, PARCEL 1
(Seventh Amendment)

Activity	Expected Completion Date	Notes
Retain New Architect	September 1, 2016	COMPLETE
Begin Schematic Design Modification	September 1, 2016	COMPLETE
Complete Site Due Diligence	February 3, 2014	COMPLETE
Submit Site Plan Review to City of Hood River	July 30, 2014	COMPLETE
Planning Commission Hearing – City of Hood River	September 15, 2014	COMPLETE
City Council Hearing – City of Hood River	September 22, 2014	COMPLETE
Complete Joint Parking Supply/Demand Study and present to Port	March 30, 2018	
Prepare Amendment 8 for Port Action	May 1, 2018	
If Amendment 8 Approval, Begin Design Development Modifications	May 15, 2018	
Complete Design Development Modifications & Cost Estimate	July 1, 2018	
Complete Construction Drawings	October 1, 2018	
Submit Construction Drawings Modifications for Port Approval Prior to Applying for New Building Permits	July 30, 2018	
Submit for New Building Permits	October 15, 2018	
Obtain New Building Permits	January 15, 2019	
Close on Land	COMPLETE	COMPLETE
Start Construction	March 1, 2019	
Substantial Completion	October 30, 2019	
Certificate of Occupancy	December 15, 2019	

EXHIBIT C SCOPE OF DEVELOPMENT, PARCEL 1

(SIXTH AMENDMENT)

The project consists of a one or two-story, approximately 20,000 square foot industrial building, new parking spaces, and parking lot landscaping. One loading bay will be designed for the south or west end of the building with space for one truck. Forklift and vehicle access on at least two sides of the building will be provided.

Racking layouts inside the warehouse will be based on standard aisle widths for use by standard electric forklifts. Storage capacity will be approximately 3,000 pallets with a central tunnel where forklifts will maneuver. An option for hoisting equipment will also be included in the interior design. Capacity for approximately 5,000 square feet of refrigerator and freezer space will be provided.

A quality, heavy timber structure or engineered wood building system such as Cross-Laminated Timber panels will be used. Sustainable design strategies with technologies that control building systems will be maximized. Passive heating, cooling, and ventilation, stormwater management, and other green features will also be considered. Exterior materials will include concrete masonry or brick, steel, wood, and glass.

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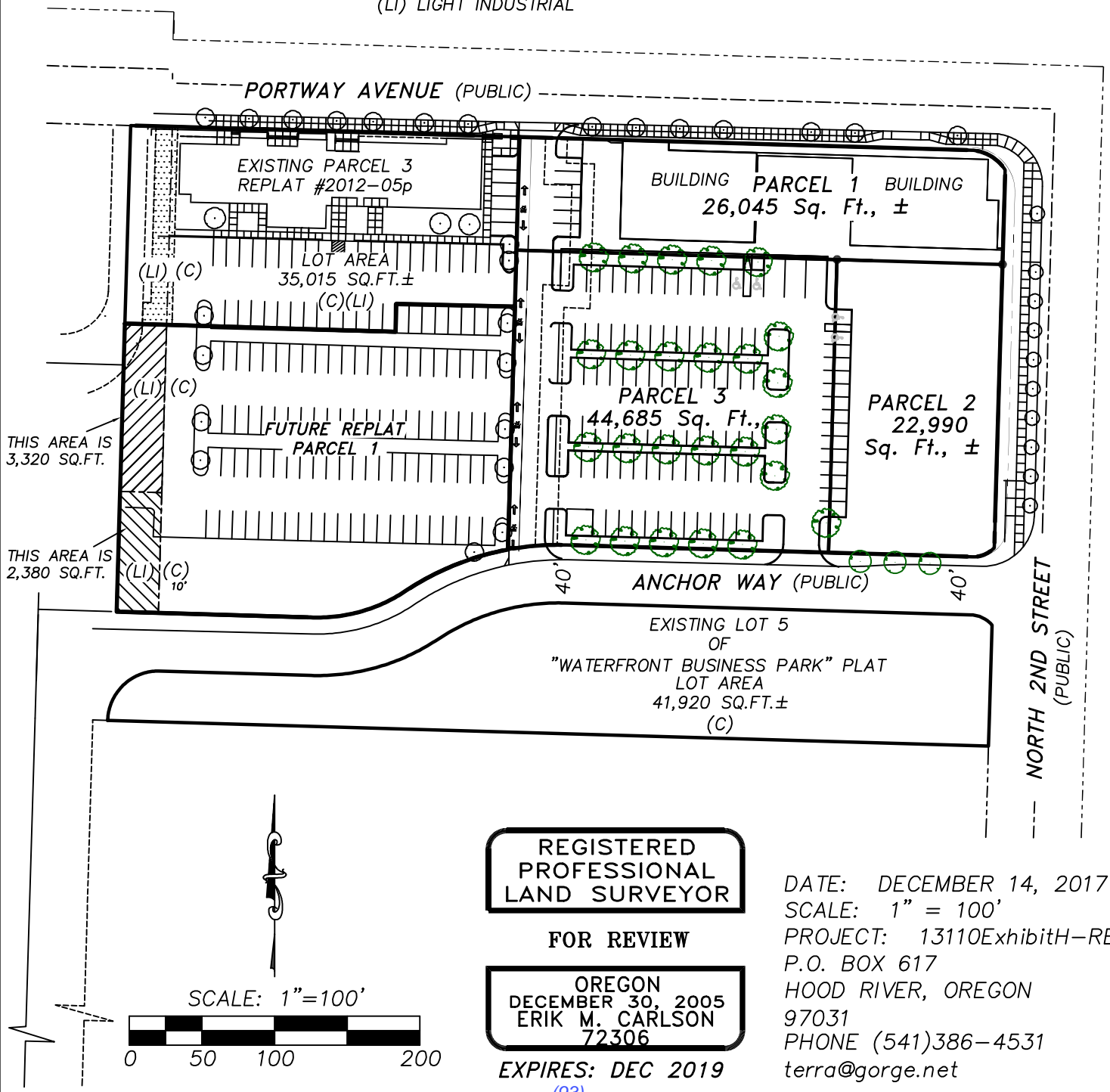
TERRA SURVEYING
EXHIBIT H
FOR
EXPO RE-DEVELOPMENT PROJECT

ZONING/AREA TABLE

PARCEL	ZONE	AREA
1a	(C)	19,150 SQ. FT.±
2a	(C)	23,450 SQ. FT.±
3a	(C)(LI)	51,065 SQ. FT.±
1	(C)(LI)	51,745 SQ. FT.±

CITY PARK

(C) GENERAL COMMERCIAL
(LI) LIGHT INDUSTRIAL



REGISTERED
PROFESSIONAL
LAND SURVEYOR

FOR REVIEW

OREGON
DECEMBER 30, 2005
ERIK M. CARLSON
72306

EXPIRES: DEC 2019

(93)

DATE: DECEMBER 14, 2017
SCALE: 1" = 100'
PROJECT: 13110ExhibitH-RE
P.O. BOX 617
HOOD RIVER, OREGON
97031
PHONE (541)386-4531
terra@gorge.net

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